



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, OCTOBER 14, 2015
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

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

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

1. Conference with Legal Counsel; Existing Litigation
Case Name: Jacobsen v City of Calabasas et.al
Superior Court Case No. BC 595814

OPENING MATTERS – 7:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:20 P.M.

- Adjourn in memory

PRESENTATIONS – 7:30 P.M.

- To Steve Ball in recognition of his years of service to the City
- To Myra Turek in recognition of her years of service to the Parks, Recreation and Education Commission
- By the Calabasas Rotary Club regarding Neighbors in Need

ORAL COMMUNICATIONS – PUBLIC COMMENT – 8:15 P.M.

CONSENT ITEMS – 8:30 P.M.

1. Approval of meeting minutes from September 9, 2015
2. Adoption of Resolution No. 2015-1483 recognizing October as Bullying Awareness Prevention Month in the City of Calabasas
3. Adoption of Ordinance No. 2015-328, amending Chapter 17.30 (Signs) to permit a gateway, freeway-facing monument and tenant identification directional signs to commercial shopping centers pursuant to Calabasas Municipal Code Section 17.76.010. *The City's staff has determined that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the California CEQA Guidelines*
4. Recommendation to approve an amendment to increase the value of the existing professional services agreement by \$22,500 with Michael Baker International, Inc. for Community Development Block Grant Housing Rehabilitation Program consulting
5. Adoption of Resolution No. 2015-1482 approving the project specific maintenance agreement with the State of California Department of Transportation for Lost Hills Road in the City of Calabasas

PUBLIC HEARING – 8:45 P.M.

6. Introduction of Ordinance No. 2015-329, approving the pre-zoning of the proposed annexation territory known as Craftsman's Corner and adoption of Resolution No. 2015-1481, approving a General Plan amendment to correct a mapping error and modify the land use designations for four properties within the annexation area to better align planned land uses with existing and entitled uses of the properties

NEW BUSINESS – 9:00 P.M.

7. Selection of solid waste service provider

8. Approval of final concept for roundabout at Thousand Oaks and Las Virgenes

INFORMATIONAL REPORTS – 10:00 P.M.

9. Check Register for the period of August 27-September 30, 2015

TASK FORCE REPORTS – 10:05 P.M.

CITY MANAGER’S REPORT – 10:15 P.M.

FUTURE AGENDA ITEMS – 10:20 P.M.

ADJOURN – 10:30 P.M.

The City Council will adjourn in memory of Jacque Marley and Louis Mathis to their next regular meeting scheduled on Wednesday, October 28, 2015, at 7:00 p.m.

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, SEPTEMBER 9, 2015**

Mayor Martin called the Closed Session to order at 6:00 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

CLOSED SESSION

1. Conference with Real Property Negotiator
(Gov. Code § 54956.8)

APN Number: 2069-007-046

Agency Negotiator: Anthony M. Coroalles, City Manager

Under Negotiation: Price Terms of Payment Both

The Council convened to Open Session at 7:04 p.m.

ROLL CALL

Present: Mayor Martin, Mayor pro Tem Bozajian,
Councilmembers Gaines, Maurer and Shapiro
Absent: None
Staff: Bartlett, Cohen, Coroalles, Figueroa, Hernandez,
Howard, Klein, Parker, Pelka, Rubin and Yalda.

The Pledge of Allegiance was led by Steve Roseman.

Mr. Howard reported that on the Closed Session Item Mr. Coroalles was instructed to respond to the property owner.

APPROVAL OF AGENDA

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

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

ANNOUNCEMENTS/INTRODUCTIONS

➤ Adjourn in memory

Mayor Martin announced that tonight's meeting would be adjourned in memory of Elaine Gottlieb, mother of Charlotte Meyer. Members of the Council expressed condolences to Ms. Meyer and family.

Members of the Council made the following announcements:

Councilmember Shapiro:

- Attended the Peer Support Group at Calabasas High in their Week of Hope to honor National Suicide Prevention Week.
- Read to Guide Dogs scheduled at the Calabasas Library on September 12.
- An Emergency Preparedness Fair scheduled on September 12 at the Civic Center.
- The Calabasas Film Festival is scheduled on September 16-20.
- The Imagine Fest is scheduled on September 26 at Peter Strauss Ranch.
- Encouraged voter participation on the upcoming November 3 General Municipal Election.
- Wished everyone a Happy Jewish New Year.

Mayor pro Tem Bozajian:

- The Pumpkin Festival is scheduled on October 17-18.
- The fourth annual Trunk and Treat is scheduled at the AHCCC on Friday October 30.

Councilmember Maurer:

- An after-school program is available at the AHCCC for middle school students.
- Wished Mayor pro Tem Bozajian a happy 50th birthday.

Councilmember Gaines:

- Encouraged caution while driving throughout the City.
- Expressed condolences to the family of Lost Hills Deputy Sheriff Alicia Kohno, who recently lost her battle with breast Cancer.
- A pumpkin cook-off and bake-off is scheduled on September 10 at the Acura 101 dealer.
- The Chamber's monthly breakfast is scheduled on September 17.
- Reiterated an invitation to the Emergency Preparedness Expo on September 12.
- The walk-in flu clinic is scheduled on October 10.
- Reiterated a Happy High Jewish Holiday Season.

Mayor Martin:

- The Mayor's State of the City Address is scheduled on October 8 at Founders Hall.

PRESENTATIONS

- Recognition of Starbuck's barista, Jill Einhorn for her heroic actions

Mayor Martin presented certificate of appreciation to Ms. Einhorn.

- By Las Virgenes Unified School District regarding Measure E

Dr. Stepenosky introduced the District's new administrators and provided an overview of Measure E. LVUSD Board members Cindy Iser and Jill Gaines encouraged the City Council to support the Measure and urged residents to vote yes.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Roberta Hoffman, Joe Fries, Barry Schoenbron and Deborah Scott spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from August 26, 2015
2. Adoption of Resolution No. 2015-1477 in full support of the Las Virgenes Unified School District-sponsored initiative to renew High Quality Education and Local Control Parcel Tax (Measure E)
3. Annual update of the City's Tobacco Retailer Registration Program
4. Adoption of Resolution No. 2015-1471, rescinding Resolution No. 2014-1423 and approving a salary schedule for permanent employees
5. Adoption of Resolution No. 2015-1472, establishing employee flex credit amounts for 2016 and rescinding Resolution No. 2014-1425
6. Adoption of Resolution No. 2015-1475 approving the acquisition of one Los Angeles County Tax Defaulted property in Old Topanga for the approximate amount of \$29,803 (Assessor Parcel Number 2080-017-008)

7. Recommendation to approve a professional services agreement to provide daily Calabasas maintenance service and as-needed lake equipment repair or replacement, for a period of two years in an amount not to exceed \$165,760 per year
8. Recommendation to approve an agreement between the City of Calabasas and Los Angeles County Metropolitan Transportation Authority for the procurement of two shuttles with a funding total of \$219,708
9. Approval of professional services agreement with Michael Baker International for completing the Malibu Creek Watershed Enhanced Watershed Management Program and Integrated Coordinated Monitoring Plan
10. Adoption of Resolution No. 2015-1468, designating a voting delegate and an alternate voting delegate for the League of California Cities annual meeting
11. Adoption of Resolution No. 2015-1478 accepting from the Las Virgenes Municipal Water District a permanent easement for construction access, construction and maintenance of soil nails and two associated retaining walls, and slope grading and slope maintenance related to widening of Las Virgenes Road

Mayor pro Tem Bozajian pulled Consent Item No. 2.

Councilmember Gaines moved, seconded by Councilmember Shapiro to approve Consent Item Nos. 1, 3-11. MOTION CARRIED 5/0 as follows:

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

After further discussion, Councilmember Maurer moved, seconded by Councilmember Shapiro to approve Consent Item No. 2. MOTION CARRIED 5/0 as follows:

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

PUBLIC HEARING

12. Adoption of Resolution No. 2015-1474, approving the operating and capital improvement budgets for July 1, 2015 through June 30, 2017, providing for the appropriations and expenditures for all sums set forth in said budget; and adoption of Resolution No. 2015-1473, establishing the appropriations limit for Fiscal Year 2015-2016

Mayor Martin opened/closed the public hearing.

Councilmember Gaines moved, seconded by Mayor pro Tem Bozajian to approve Item No. 12. MOTION CARRIED 5/0 as follows:

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

13. Introduction of Ordinance No. 2015-328, amending Chapter 17.30 (Signs) to permit gateway signs, freeway-facing monument signs and tenant identification directional signs to commercial shopping centers pursuant to Calabasas Municipal Code Section 17.76.010.

Mayor Martin opened the public hearing.

Mr. Figueroa presented the report.

Rachel Harrison, Kari Souza-Contreras, Jacqueline Souza, Bob Haas, Michael Penner, Kelly McCoy, Paul David, Lisa Sutter, Dr. Payam Khaleperi, Mary Hubbard and Lawrence Osman spoke on Item No. 13

Extensive discussion ensued.

Mayor Martin closed the public hearing.

Councilmember Gaines moved, seconded by Mayor pro Tem Bozajian to approve Item No. 13 with a modification to include the requirement for night imagery in future applications. MOTION CARRIED 3/2 as follows:

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

NAYS: Mayor Martin and Councilmember Maurer.

The meeting recessed at 9:34 p.m.

The meeting reconvened at 9:41 p.m.

NEW BUSINESS

14. Adoption of Ordinance No. 2015-327, adding subsection D to Section 15.04.740 and subsection D to Section 15.4.580 of the Calabasas Municipal Code amending Article 690 of the California Electrical Code and California Plumbing Code Section 103, relating to expedited permitting procedures for small residential rooftop solar systems

Mr. Cohen presented the report.

Councilmember Shapiro moved, seconded by Councilmember Gaines to approve Item No. 14 with an amendment that the Ordinance take effect in 30 days. MOTION CARRIED 5/0 as follows:

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

15. Recommendation to adopt Resolution No. 2015-1476, approving and accepting the completed 2015 Citywide speed survey and authorizing the update and enforcement of the proposed posted speed changes, accordingly

Mr. Yalda presented the report.

Councilmember Shapiro moved, seconded by Councilmember Gaines to approve Item No. 15. MOTION CARRIED 5/0 as follows:

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

16. Discussion of resolutions before the League of California Cities (League) Annual meeting on October 2

Direction provided to the League Delegates.

INFORMATIONAL REPORTS

17. Check Register for the period of August 19-25, 2015

No action was taken on this item.

TASK FORCE REPORTS

None.

CITY MANAGER'S REPORT

None.

FUTURE AGENDA ITEMS

None.

ADJOURN

The City Council adjourned at 10:14 p.m. in memory of Elaine Gottlieb to the next regularly scheduled meeting on Wednesday, October 14, 2015, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 6, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MARICELA HERNANDEZ, MMC, CITY CLERK *Marc*

SUBJECT: ADOPTION OF RESOLUTION NO. 2015-1483 RECOGNIZING OCTOBER AS BULLYING AWARENESS PREVENTION MONTH IN THE CITY OF CALABASAS

MEETING DATE: OCTOBER 14, 2015

SUMMARY RECOMMENDATION:

At the request of Councilmember Shapiro and seconded by Councilmember Gaines, it is recommended that the City Council adopt Resolution No. 2015-1483 recognizing October as Bullying Awareness Prevention Month in the City of Calabasas.

BACKGROUND:

The Bullying Awareness Prevention campaign is held during the month of October and unites communities nationwide to educate and raise awareness of bullying prevention. National Bullying Prevention Awareness Month is recognized in communities across the United States, with hundreds of schools and organizations signing on as partners.

National Bullying Awareness Prevention was developed in response to the need to raise awareness of bullying, as it was historically viewed "a childhood rite of passage" and believed that bullying "made kids tougher", when the reality is that

bullying has devastating effects such as school avoidance, loss of self-esteem, increased anxiety, and depression.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

REQUESTED ACTION:

It is recommended that the City Council adopt Resolution No. 2015-1483 recognizing October as Bullying Awareness Prevention Month in the City of Calabasas.

ATTACHMENTS:

Resolution No. 2015-1483

ITEM 2 ATTACHMENT
RESOLUTION NO. 2015-1483

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, PROCLAIMING OCTOBER AS BULLYING PREVENTION AWARENESS MONTH IN THE CITY OF CALABASAS.

WHEREAS, school bullying involves someone or a group of individuals harming another by: hitting or threatening (physical), teasing and name calling (verbal), spreading rumors, hurting someone's reputation or excluding someone (social isolation), using online and social media platforms to support deliberate, repeated and hostile behavior that is intended to harm another (cyber bullying); and

WHEREAS, one out of every four students (22 percent) report being bullied during the school year (National Center for Educational Statistics, 2015); and

WHEREAS, 19.6 percent of high school students in the US report being bullied at school in the past year. 14.8 percent reported being bullied online (Center for Disease Control, 2014); and

WHEREAS, 64 percent of children who were bullied did not report it; only 36 percent reported the bullying (Petrosina, Guckenburg, DeVoe, and Hanson, 2010); and

WHEREAS, bullying also happens in families, in the workplace and in the community at large; and

WHEREAS, bullying contributes to other more serious and life threatening situations including depression, eating disorders and suicide; and

WHEREAS, the City of Calabasas supports the Bullying Prevention Awareness efforts in our City by the Las Virgenes Unified School District, as well as through other organizations; and

WHEREAS, the City of Calabasas supports programs throughout the City to teach, educate, encourage and enlighten all our citizens on the positive ways to treat one another as well as the positive ways to enjoy our lives; and

WHEREAS, the City of Calabasas wishes to raise awareness in our community of this serious problem.

NOW, THEREFORE, BE IT RESOLVED that the Calabasas City Council hereby supports and proclaims October as Bullying Awareness Prevention Month in the City

of Calabasas.

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

PASSED, APPROVED AND ADOPTED this 14th day of October, 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCOTBER 5, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR
ISIDRO FIGUEROA, PLANNER

**SUBJECT: ADOPTION OF ORDINANCE 2015-328 AMENDING CHAPTER 17.30
(SIGNS) TO PERMIT A GATEWAY, FREEWAY-FACING MONUMENT
AND TENANT IDENTIFICATION DIRECTIONAL SIGNS TO
COMMERCIAL SHOPPING CENTERS PURSUANT TO CALABASAS
MUNICIPAL CODE SECTION 17.76.010.**

MEETING OCTOBER 14, 2015
DATE:

SUMMARY RECOMMENDATION:

That the City Council adopt Ordinance 2015-328 to approve File No. 150000987, amending Chapter 17.30 (Signs) of the City of Calabasas Land Use and Development Code.

REVIEW AUTHORITY:

The City Council is reviewing this project pursuant to Calabasas Municipal Code Section (CMC) 17.76.040 (Development Code Amendments), which stipulates that the City Council shall render an approval or disapproval. Please see Attachment A for City Council Ordinance No. 2015-328.

BACKGROUND:

At the September 9, 2015 City Council meeting, Ordinance 2015-328 was introduced. It is now appropriate for this ordinance to be formally adopted. Additionally, Chapter 17.30 (Signs) has been updated to require nighttime photo simulations for all freeway-facing monument sign applications (CMC Section 17.30.050(A)(1)).

REQUIRED FINDINGS:

The required findings are contained in City Council Ordinance No. 2015-328 attached as Attachment A.

ENVIRONMENTAL REVIEW:

This project is Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. A Notice of Exemption has been prepared and will be filed with the County of Los Angeles.

FISCAL IMPACT/SOURCE OF FUNDING:

The fiscal impact to the City of Calabasas will be \$75, which will be taken from the General Fund to post the filing fee for the "Notice of Exemption" with the County of Los Angeles.

REQUESTED ACTION:

That the City Council adopt Ordinance 2015-328 to approve File No. 150000987, amending the City of Calabasas Land Use and Development Code.

ATTACHMENTS:

Attachment A: City Council Ordinance 2015-32 (includes Exhibit A: Updated Chapter 17.30 (Signs), and Chapter 17.90 (Definitions (changes only)) of the Calabasas Land Use and Development Code.

ITEM 3 ATTACHMENT A
ORDINANCE NO. 2015-328

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF CALABASAS, CALIFORNIA APPROVING
AMENDMENTS TO TITLE 17 (CHAPTER 17.30- SIGNS)-
LAND USE AND DEVELOPMENT CODE.**

WHEREAS, the City Council of the City of Calabasas, California ("the City Council") has considered all of the evidence including, but not limited to, the Planning Commission Resolution No. 2015-593, Planning Division staff report and attachments, and public testimony before making a final decision on October 14, 2015; and

WHEREAS, the City Council finds that the Land Use and Development Code Amendment is consistent with the goals, policies, and actions of the Calabasas 2030 General Plan and will not conflict with the General Plan; and

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

WHEREAS, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because this project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. A Notice of Exemption is prepared and will be filed in accordance to the CEQA guidelines; and

WHEREAS, the Land Use and Development Code Update reflects the input of residents, stakeholders, and public officials, and implements the General Plan's visions and desire for the community, is adopted in the public's interest, and is otherwise consistent with federal and state law; and

WHEREAS, the City Council has considered the entirety of the record, which includes without limitation, The Calabasas General Plan; all reports, testimony from Planning Commission's August 20, 2015 meeting; and reports, and testimony at the City Council's September 9, 2015 meeting.

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

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

1. Notice of the September 9, 2015 City Council public hearing was posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Gelson's Market and at Calabasas City Hall.
2. Notice of the September 9, 2015 City Council public hearing was posted in the Las Virgenes Enterprise ten (10) days prior to the hearings.
3. Notice of the September 9, 2015 City Council public hearing complied the notice requirements set forth in Government Code Section 65009 (b)(2).
4. Following a public hearing held on August 20, 2015, the Planning Commission adopted Resolution No. 2015-593 recommending to the City Council adoption of this ordinance and approval of File No. 150000987.

SECTION 2. In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves the Land Use and Development Code Amendment associated with File No. 150000987, as shown in the attached Land Use and Development Code (changes only) as set forth in Exhibit A.

Section 17.76.050(B) Calabasas Municipal Code allows the City Council to approve a Development Code Amendment provided that the following findings are made:

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

The text amendments to Chapter 17.30 of the Land Use and Development Code identify standards and procedures for permitting gateway, freeway facing monument and directional signs for commercial shopping centers of five or more tenants which provide these commercial shopping centers in the City viable business identification opportunities currently not permitted by the Land Use and Development Code. Accordingly, these text amendments are consistent with the action items and policy directives in the City's 2030 General Plan such as Policies IX-44 and IX-45 which promote the protection/enhancement of public views and scenic resources; freeway corridor beautification; reduction of freeway oriented signs and uses and pursues the elimination of remaining billboards, amortization of non-conforming pole signs, and an overall reduction of sign clutter. To take advantage of the new freeway-facing monument sign opportunities, commercial shopping centers will have to bring freeway-facing frontage into

compliance with the scenic corridor and freeway corridor development and screening standards and will have to remove any existing nonconforming signs. Also, the proposed text amendment is consistent with General Plan Policies X-II and XII-2, which call to facilitate retail and service businesses in those sectors patronized by the local population and travelers along the Ventura 101 Freeway and facilitate attractive retail development in Old Town, Calabasas Road, Agoura Road and Ventura freeway interchanges at Parkway Calabasas, Las Virgenes Road and Lost Hills Road

The proposed text amendments will improve the livability of the City by enhancing established high quality design and development standards for the newly permitted signs for commercial shopping centers by implementing the vision and desires of the community as expressed in the City's 2030 General Plan. Therefore, this Development Code Amendment meets this finding.

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

The proposed text amendments are in the public interest and reflect the input of residents, decision-makers, and other stakeholders in the community. There are no changes proposed under the proposed text amendments that would reduce or compromise existing standards that protect the health, safety or general welfare of the City. Furthermore, the proposed text amendments will allow for improved business identification signage opportunities to commercial shopping centers, which will require shopping centers to design new signs to meet the current standards of the Land Use and Development Code; as such, the text amendments will improve the functionality of the Development Code to better protect the public interest, health, safety or general welfare of the City. As such, this project meets this finding.

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

This project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) and pursuant to Section 15061(B)(3) of the CEQA Guidelines. A Notice of Exemption is prepared and will be filed in accordance to the CEQA Guidelines. As such, this project meets this finding.

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

The text amendments have been written to be internally consistent with all applicable provisions of the Land Use and Development Code such as Calabasas Municipal Section (CMC) 17.18.040 (Scenic Corridor); CMC Section 17.20.120 (Freeway Corridor Development) and Chapter 17.27.030 (Lighting standards), which will improve internal consistency within the Development Code and with other titles of the Calabasas Municipal Code. Based on the foregoing evidence, this project meets this finding.

SECTION 3. Code Amendment to Calabasas Municipal Code Chapter 17.30 (Signs) is amended as set forth in Exhibit A (pgs. 1-29).

SECTION 4. Code Amendment to Calabasas Municipal Code Section 17.90.020(F) is amended as set forth in Exhibit A (pgs. 30-33):

SECTION 5. Severability Clause:

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

SECTION 6. Effective Date:

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

SECTION 7. Certification:

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

PASSED, APPROVED AND ADOPTED this 14th day of October, 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard
City Attorney

Exhibit A: Amended Chapter 17.30 (Signs), and Chapter 17.90 (Definitions (changes only)) of the Calabasas Land Use and Development Code.

Chapter 17.30 - SIGNS*

Sections:

17.30.010 - Purpose.

- A. The purpose of this chapter is to establish uniform sign regulations that are intended to:
- B. Support and promote viable businesses by allowing signage that provides adequate identification, is of high quality design, and appropriate scale and visibility;
- C. Protect the general public health, safety, welfare and aesthetics of the community;
- D. Reduce possible traffic and safety hazards to pedestrians, bicyclists and motorists through safe signage;
- E. Promote signs that identify uses and premises without confusion;
- F. Implement community design standards, consistent with the General Plan;
- G. Promote the community's appearance by regulating the design, character, location, type, quality of materials, scale, color, illumination and maintenance of signs;
- H. Eliminate visual blight and promote safety by reducing the amount of signage throughout the city within constitutional limitations;
- I. Protect the character of residential neighborhoods;
- J. Provide public notice to ensure participation in the democratic process; and
- K. Protect the public safety by allowing signs that serve to direct traffic and to identify locations for the provisions of emergency services by visible street identification signs.

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.020 - General provisions.

- A. Signs shall only be erected or maintained in compliance with this chapter. The number and area of signs as outlined in this chapter are intended to be maximum standards, which do not necessarily ensure architectural compatibility. The review authority shall consider a sign's relationship to the overall appearance and scale of the site, buildings and the surrounding community, in addition to the standards of this chapter.
- B. It is unlawful for any person to construct, maintain, display or alter or cause to be constructed, maintained, displayed or altered, a sign within the city of Calabasas except in conformance with this chapter.
- C. If a new zoning district is created after the enactment of this chapter, the director shall have the authority to make determinations as to the applicability of appropriate sign regulations in compliance with Chapter 17.03 until this chapter is amended to govern the new zoning district. Any interpretation by the director may be appealed to the commission as provided by Chapter 17.74
- D. The city's sign design criteria (Section 17.30.060) will be used in the evaluation of sign permit applications to ensure that signs are well designed, compatible with their surrounding, and do not detract from the overall visual quality of the city.
- E. Definitions for this chapter are provided in Chapter 17.90.020
- F. Noncommercial Sign. Noncommercial sign copy is allowed wherever commercial signage is permitted and such signs are subject to the same standards and total maximum allowances per site, building, or each design type specified in this chapter. An approval is required for a permanent

noncommercial sign only when a permanent commercial sign has not been previously approved. For purposes of this chapter, all noncommercial speech messages shall be deemed to be "on-site" regardless of location.

- G. **Substitution of Noncommercial Message.** Subject to the consent of the property owner, a noncommercial message of any type may be substituted for all or part of the commercial or noncommercial message on any sign allowed pursuant to this chapter. Design criteria which may apply to commercial signs shall not apply to noncommercial signs, including, the following: color, lettering style, and compatibility with other signs on the same parcel or other signs subject to a sign program. No special or additional approval is required to substitute a noncommercial message for any other message on an allowable sign, provided the sign structure is already approved or exempt from the approval requirement. When a noncommercial message is substituted for any other message, the sign is still subject to the same locational and structural regulations, such as size, height, illumination, maintenance, duration of display, building and electrical code requirements, as would apply if the sign were used to display a commercial message or some other noncommercial message. In the event of any perceived or actual conflict between the general provisions of this subsection and other specific provisions in this chapter, the provisions of this subsection shall prevail.
- H. **Substitution of Commercial Messages.** The substitution of one commercial message for another commercial message is not automatically allowed. The substitution of a commercial message for a noncommercial message is also not automatically allowed. In addition, no off-site commercial messages may be substituted for on-site commercial messages.
- I. **Severability Clause.** Should any provision of this chapter or a subsequent amendment thereto be held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this title shall remain in full force and effect.

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.030 - Exempt signs.

The following signs shall not require approval nor shall the area of the signs be included in the maximum sign area permitted for any site or use:

- A. **Required Signs.** Official notices required by law, a court, or other government agency.
- B. **Government Signs.** Signs for traffic, safety, street identification, government services, emergency services, historical locations, interpretive signs, or city-sponsored events.
- C. **Educational and directional signs** for the purposes of identifying a trail or other recreational amenities in the OS-DR zoning district.
- D. **Informational Signs.** Signs less than four square feet that indicate the following: addresses, telephone numbers, emergency address and telephone numbers, hours and days of operation, credit information, and whether a business is open or closed. An unlit analog clock that is an integral part of a building's architecture shall also be considered an informational sign.
- E. **Window Signs.** Temporary non-illuminated window signs advertising products for sale on the premises shall be allowed on the inside portion of the window or on the interior of the building within three feet of the window. No window shall have more than twenty (20) percent of its window area covered by these signs. This limitation shall also include products displayed on the interior of the premises immediately in front of the window when the name of the product is visible.
- F. **Noncommercial Flags.** Noncommercial flags are exempt but only if they meet the following criteria: (i) a maximum vertical dimension of five feet; (ii) a maximum horizontal dimension of eight feet; (iii) a maximum cumulative square footage of all flags on a parcel of forty (40) (feet (one side); (iv) a maximum height of pole of twenty (20) feet for one story buildings and twenty-

five (25) feet for two story buildings; (v) a maximum number of poles per lot or parcel of one; and (vi) in no case shall a flag pole be higher than the height of the building. In residential zones, unless an administrative plan review is obtained, flags must be house mounted and may not be on freestanding poles. A pole mounted flag in the RS, RC, RR and OS zone may be permitted subject to an administrative plan review but shall be subject to criteria (i) through (v) herein.

- G. Open House Signs. One temporary "open house" sign is exempt, provided it does not exceed three square feet in area on a property for sale, lease or rent. This sign shall only be posted when an owner or salesperson is present. A maximum of two off-site open house directional signs not exceeding three square feet in area shall be allowed and shall contain only the address of the property where the open house is being held and the name of the real estate agent or party holding the open house. Such signs shall be erected and removed on the day the open house is held. Such signs shall not be located on any public right-of-way.
- H. Temporary Noncommercial Signs and Banners. Temporary signs and banners are permitted in all zones subject to the following regulations:
 - 1. Two temporary freestanding signs per lot containing only noncommercial messages are permitted at all times. In addition, one temporary freestanding campaign sign shall be allowed for each political candidate or issue on each street frontage per lot. All campaign signs shall be removed within ten (10) days after the election for which they are intended. Each sign shall not exceed six square feet in sign area with a maximum height of four feet. Such signs are in addition to all other signage allowed in this chapter.
 - 2. Such signs shall not be illuminated or posted on trees, fence posts or public utility poles, or located within any public right-of-way or on any publicly owned property and shall not be within the traffic safety visibility area required by Section 17.20.140(F).
- I. Historical Site Plaques. Plaques or signs not exceeding six square feet designating a building or site as a historical structure or site may be displayed without a permit.
- J. Construction Trade Signs. One on-site non-illuminated sign per street frontage advertising the various construction trades participating in the project is permitted on construction sites with a valid building permit. Such signs shall not exceed a maximum of thirty-two (32) square feet in sign area and shall be removed prior to an issuance of a certificate of occupancy. No construction trade sign shall exceed six feet in height.
- K. Temporary Real Estate Signs.
 - 1. For developed property, non-illuminated real estate signs are allowed in compliance with California Civil Code Section 713 as follows:
 - a. In all residential and special purpose zones except OS-DR, a temporary real estate sign shall be permitted subject to the following conditions:
 - i. A maximum of one six square foot sign either wall or pole mounted on a single-family or duplex property. A pole mounted sign may have two faces. One on-site sign shall be permitted for each street frontage. Maximum sign height is six feet for pole mounted signs.
 - ii. A maximum of one twelve (12) square foot sign either wall or pole mounted on a multi-family property. Pole mounted signs may have two faces. One on-site sign shall be permitted for each street frontage. Maximum sign height is six feet for pole mounted signs.
 - iii. One eight square foot wall or pole mounted per lot on public facility, open space or recreation property. Pole mounted sign may have, two faces. Maximum sign height is six feet for pole mounted signs.

- iv. The sign may only remain on the property until the property is sold or leased. For properties with an approved subdivision map, the sign may remain on the property until the last unit is sold, rented or leased for the first time after construction.
- b. In commercial zones a temporary real estate sign shall be permitted subject to the following conditions:
 - i. One twenty-four (24) square foot wall sign for each occupancy.
 - ii. No lighting of sign allowed.
 - iii. Sign may not project above eave.
 - iv. The sign may only remain on the property until the property is sold or leased.
- 2. For undeveloped property with or without an approved subdivision map a temporary real estate sign shall be allowed subject to the following conditions:
 - a. One on-site sign shall be permitted for each street frontage. The sign area shall not exceed twenty-five (25) square feet.
 - b. The sign shall be non-illuminated.
 - c. Sign height shall not exceed eight feet above ground level. In those instances when the ground level is below the surface of the street, the sign height may be increased to a maximum of eight feet above the surface of the street. Zoning clearance (Section 17.62.090) and building permit approval shall be obtained for any sign of six feet or more in height.
 - d. Signs should not be placed on or near ridgelines so that they appear silhouetted against the sky when viewed from any point on a roadway designated as a scenic corridor.
 - e. In the case of a corner lot, the sign shall not obstruct the vision of motorists by being located within the traffic safety visibility area of the parcel, which shall consist of a triangular area formed by measuring thirty-five (35) feet from the intersection of the street property lines, and connecting the lines across the parcel.
 - f. For properties with an approved subdivision map, the sign may remain on the property until the last unit is sold, rented or leased for the first time after construction.

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.040 - Prohibited signs.

The following signs are inconsistent with the purposes and standards of this chapter, and are therefore prohibited:

- A. Abandoned signs that advertise or otherwise identify a business or activity which has been discontinued on the premises for a period of ninety (90) days or more;
- B. Animated, moving, flashing, blinking, reflecting, revolving, digital screen or any other similar moving or simulated moving signs;
- C. Bus stop bench signs or any copy painted on any portion of a bus stop bench;
- D. Billboards and other off-site signs, except where allowed by Section 17.30.030
- E. Cabinet (can) signs with translucent plastic faces and internal illumination;
- F. Inflatable signs, balloons, pennants, streamers and flags, except where allowed by Section 17.30.030

- G. Neon signs;
- H. Permanent pole mounted signs except where allowed by Section 17.30.030
- I. Roof-mounted signs;
- J. Signs on public property or in a public right-of-way, except as provided in Section 17.30.030(A) and (C);
- K. Signs tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles (including utility and street name), stakes, electrical transformers or other accessory structures. Whenever a sign is so posted, the sign itself shall constitute prima facie evidence that the person or business identified on the sign authorized its placement;
- L. Signs painted on fences or roofs;
- M. Signs that simulate in color or design a traffic sign or signal, or which make use of words, symbols or characters in a manner to interfere with, mislead or confuse pedestrian or vehicular traffic;
- N. Temporary signs, including pedestal signs, "A" frame signs and sandwich boards, except as allowed by this chapter and the Old Town Master Plan;
- O. Temporary Vehicle Mounted or Trailer-Mounted Signs. Signs on vehicles are allowed on vehicles, without sign permits, only when the copy or message (i) relates only to the business or establishment of which the vehicle itself is a part; (ii) pertains to the sale, rent, lease or hire of such vehicle; or (iii) is a noncommercial message. Vehicles displaying signs may not be parked for the primary purpose of commercial advertising. Vehicles may not be used as mounting or holding devices for commercial signs. This provision shall not apply to public transportation vehicles; and
- P. Service station ancillary advertising signs located on the exterior of any structure or equipment. Such ancillary advertising signs include business card kiosks and other displays that advertise businesses, services, or products not located on the site.

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.050 - Sign permits and program required.

- A. Sign Permit. Signs shall only be constructed, displayed or altered with sign permit approval by the review authority.
 - 1. Application Filing. Sign permit applications shall be filed on the forms provided by the department and shall include all information required therein. Sign permit application shall also be accompanied by the required filing fee. A nighttime photo simulation shall be included in all sign applications requesting freeway facing monument signs.
 - 2. Review and Decision. A sign permit shall be approved or disapproved by the director or commission in compliance with subsection (F) of this section. The decision of the director is appealable to the commission and decisions by the commission are appealable to the council pursuant to Chapter 17.74
- B. Sign Program. A sign program shall be required for all new shopping centers with five or more tenants or remodels of existing shopping centers with five or more tenants where new tenant spaces are created or changes are proposed to the exterior of the building. A program shall also be required as deemed necessary by the director to ensure compliance with the provisions of this chapter

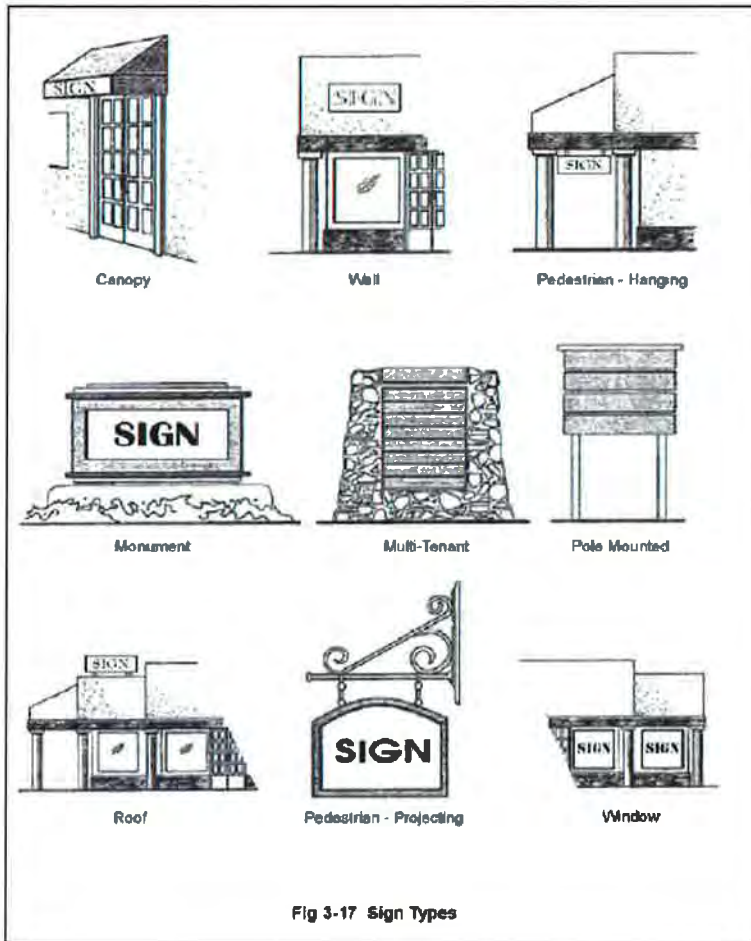
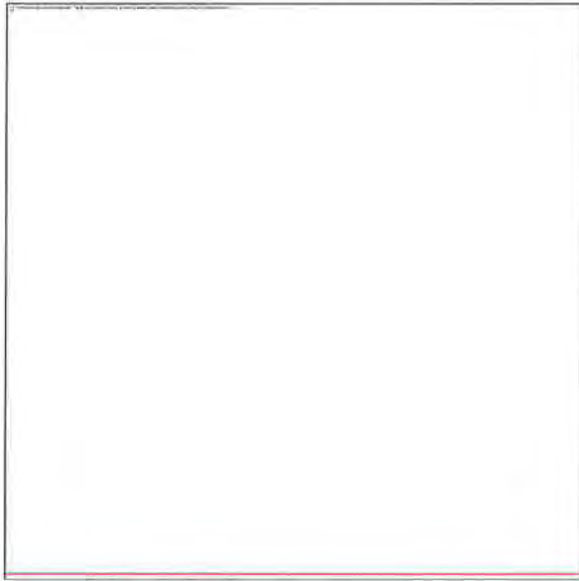
A sign program shall consist of a description, including dimensions, materials, locations, and illustration of all signs proposed on the site. The sign program shall have a unifying design theme or style, as approved by the director. A separate sign permit shall be required for all signs constructed pursuant to an approved sign program.

The purpose of a sign program is to integrate a project's signs into the architectural design of a subject site and to ensure visibility of all signs. A sign program also enables the city to ensure high quality in the design and display of multiple permanent signs and to encourage creativity and excellence in sign design.

- C. Approval Authority. A sign program shall be subject to commission approval. The director may approve minor revisions to a sign program if the intent of the original approval is not affected. Revisions that would substantially deviate from the original approval shall require the approval of a new sign program.
- D. If a shopping center has an approved sign program prior to the adoption of an amendment to this chapter it shall conform to the provisions of that approved sign program and not the amendment.
- E. Modifications to On-Site Sign Regulations (Section 17.30.080). In order to provide for flexibility in sign design, the commission and/or director shall have the authority to approve a sign modification for any new or existing business to allow modifications to sign area, height, and location. The commission shall have the authority to modify the sign area and height (from the ground) of a sign by no more than fifteen (15) percent. The director shall have the authority to modify the sign area and height (from the ground) of a sign by no more than five percent.

The review authority shall consider the following when it determines whether to grant a modification: sign visibility, compliance with design criteria, distance from intended audience, and relative size of the sign to existing signs. A modification shall not be based on the content of a sign.

- F. Findings for Approval. The director and/or the commission may approve or modify a sign permit, sign program or modification application in whole or in part, with or without conditions, only if the following findings are made:
 - 1. The proposed sign is permitted within the zoning district including any overlay zone and, except as provided in subsection (D) of this section, complies with all applicable provisions of this chapter, and any other applicable standards.
 - 2. The sign is in compliance with Section 17.30.060



(Ord. No. 2010-265, § 3, 1-27-2010; [Ord. No. 2014-310, § 1\(Att. A\)](#), 2-12-2014)

17.30.060 - Sign design criteria.

Each sign in the city shall comply with the applicable provisions of (i) any adopted sign program; (ii) the business park development urban design performance standards of Section 17.20.070; and (iii) the following requirements:

- A. Relationship to Structures. Building wall and fascia signs shall be compatible with the predominant visual elements of the structure(s), including construction materials, color, or other design feature consistent with Section 17.30.050(E). Commercial centers, offices, industrial complexes, and other similar facilities shall be required to develop a sign program in compliance with the provisions of this chapter, and shall provide a compatible visual design common in theme to all applicable structures and uses.
- B. Relationship to Other Signs. Where there is more than one sign on a site or building, all permanent signs displaying a commercial message shall have designs that similarly treat or incorporate the following design elements:
 1. Letter size and style of copy;
 2. Shape of total sign and related components:
 - a. Type of construction materials,
 - b. Sign/letter color and style of copy,
 - c. Method used for supporting sign (i.e. wall or ground base),
 - d. Type of illumination, and
 - e. Location.
- C. Sign Illumination. Illumination from or upon any sign shall be shaded, shielded, directed or reduced so as to minimize light spillage onto the public right-of-way or adjacent properties. Externally illuminated signs shall be lighted by screened or hidden light sources.
- D. Materials and Colors. All permanent signs shall be constructed of durable materials, which are compatible in kind or appearance to the building supporting or identified by the sign. Such materials may include, but are not limited to ceramic tile, sand blasted, hand carved or routed wood, channel lettering, concrete, stucco or stone monument signs with recessed or raised lettering. Sign colors and materials should be selected to be compatible with the existing building designs and should contribute to legibility and design integrity. Monument signs shall be landscaped at the base and the design shall be complementary of the building architecture, color and materials.
- E. Construction. Every sign including all parts, portions and materials thereof, shall be manufactured, assembled and erected in compliance with all applicable state, federal and city regulations including Title 15 of this code.
- F. Maintenance. Every sign including all parts, portions and materials thereof, shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted and free from rust, cracking, peeling, corrosion or other states of disrepair. All temporary signs, banners and balloons shall be constructed and mounted in such a manner that they shall not rip, shred, tear or blow away by exposure to normal weather conditions. Signs constructed of paper, cardboard or other non-permanent materials shall be in place no more than sixty (60) days.

- G. Relationship to Streets/Public Rights-of-Way. Signs shall be designed and located to not obstruct any pedestrian, bicyclist, or driver's view of the public right-of-way.
 - 1. No sign shall be located in or project into the present or future right-of-way of any public street unless specifically authorized by other provisions of this section.
 - 2. No sign shall interfere with the sight distance of motorists and cyclists proceeding on or approaching adjacent streets, alleys, driveways, or parking area(s), or of pedestrians proceeding on or approaching adjacent sidewalks or pedestrian ways as determined by the city engineer.
 - 3. No sign suspended over or projecting into the area above a driveway located on private property shall be situated at a height of less than fifteen (15) feet above the surface of the driveway.
 - 4. No sign suspended over, or projecting into, the area above a pedestrian way shall be situated at a height of less than eight feet, six inches above the ground surface.
- H. Screening. To minimize the visual mass and projection of the sign, all electrical transformer boxes and raceways shall be concealed from public right-of-way and adjacent properties. If a raceway cannot be mounted internally-behind a finished exterior wall, the exposed metal surfaces of the raceway shall be finished to match the background wall, or integrated into the overall design of the sign. All exposed conduit shall be concealed from public view.

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.070 - Method of measuring of sign area and height.

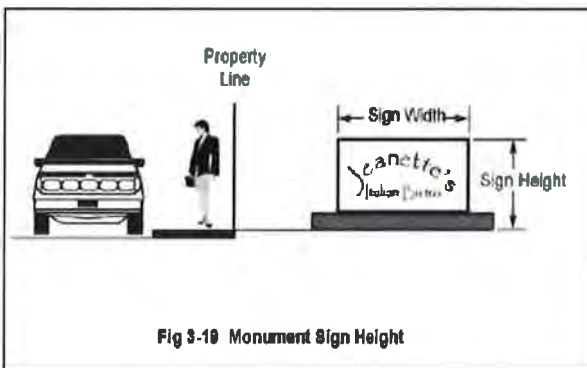
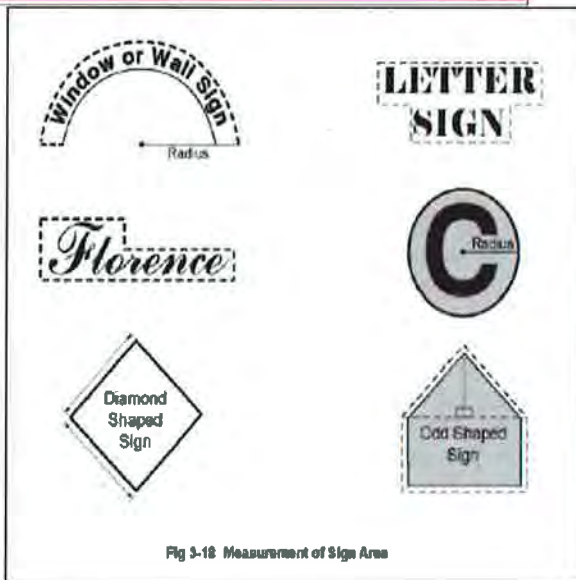
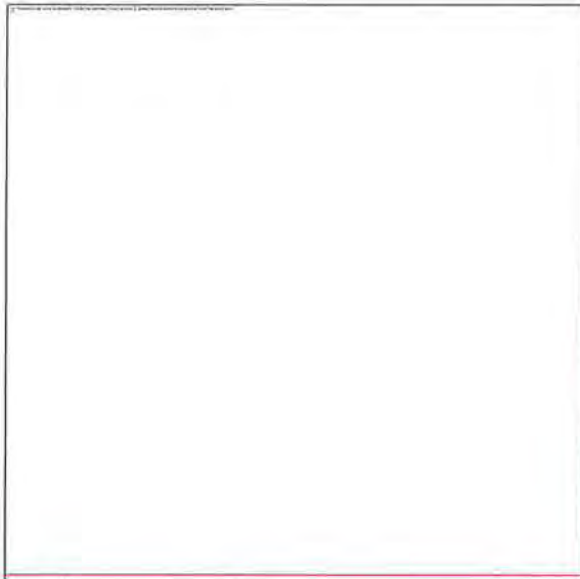
For the purposes of determining compliance with this chapter, the area and height of signs shall be measured as provided by this section.

- A. Sign Area. Sign area shall be computed by drawing a line around the outer perimeter of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The total area of the sign shall include all sign faces. See Figure 3-18.
- B. Monument Sign Height and Area. Sign area shall be measured using the criteria described in Section 17.30.060(A) except area calculations shall not include architectural treatments and support structures that are separately regulated. One side of a double-faced (back to back) sign shall be included when calculating sign area. Sign height shall be measured as the vertical distance from grade adjacent to the base of the sign footing, to the top of the sign, including the support structure and any design elements. In no case shall an artificial grade be established for the sole purpose of elevating the grade adjacent to the base of the sign footing for purposes of sign measurement. See Figure 3-19.

C. Freeway Facing Monument Sign Additional Height and Area for Commercial Shopping Centers: The Planning Commission shall consider an application and may grant the allowance of additional height and area up to the maximum of sixteen (16) feet allowed when a) recommended by the Architectural Review Panel, and b) at least one of the following circumstances is present:

- 1. The sign is obscured by a physical barrier, such as an existing structure or berm, reducing its visibility from a scenic corridor or public right of way;
- 2. The location of the sign is at a disadvantage for viewing due to its location at distance from a scenic corridor or right of way;
- 3. The sign seeks to identify multiple tenants, and the legibility of the tenant signage is enhanced by additional sign area;

4. The sign is located along the freeway corridor, where traveling speed reduces the opportunity to read the sign based on criteria such as reduced visibility, width of lot or other factor as noted above..



(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.080 - On-site sign regulations.

The signs described in this section may be allowed only on the same site as the use being advertised or identified unless otherwise noted.

A. Signs Allowed by Permit in All Zoning Districts. The following signs are allowed in all zoning districts, subject to the regulations in this chapter and issuance of a sign permit or other permit as specified below:

1. Directional Signs. Signs necessary for public convenience and safety, not exceeding four square feet in size or three feet in height, containing information including "entrance," "exit," or directional arrows designed to be viewed by on-site pedestrians or motorists.
2. Temporary Banners. One temporary banner not exceeding twenty (20) square feet in size shall be permitted for special events if authorized by a temporary use permit. A temporary banner shall be allowed one time for not more than two weeks per year. Banner signs within commercial centers provided for under an adopted sign program shall not be considered temporary banners. Balloons shall be permitted for special events in conjunction with temporary banners if authorized by a temporary use permit.

All temporary banners and balloons shall be constructed and mounted in such a manner that they shall not rip, shred, tear or blow away by exposure to normal weather conditions. These signs shall not be illuminated or posted on trees, fence posts or public utility poles, or located within any public right-of-way or on any publicly owned property and shall not be within the traffic safety visibility area required by Section 17.20.120(D).

B. Signs Allowed by Permit in Specific Zoning Districts. A permit shall be required for the installation of any sign within the zoning district listed in Tables 3-17 through 3-21. No permit shall be issued except for a sign in compliance with these tables.

Subject to sign program approval, decorative and other supportive architectural graphics, including company logos, are allowed in a commercial zoning district in addition to permitted building-mounted signs. The graphics shall be clearly secondary to the main sign in terms of their size and the portion of wall area covered, and shall complement the building and main sign in color and style. The area of the graphics and any logo shall be counted as part of the total sign area allowed on the building.

1. Flag and Land Locked Commercial Lots. Subject to the limitations set forth in the following tables, one monument sign may be located in a private access easement adjacent to a public street to provide business identification and directional information for a parcel without street frontage when (i) a wall sign would not be easily seen from the public street; and (ii) there is sufficient area to accommodate a monument sign. The sign shall maintain an adequate separation from other monument signs in the vicinity and shall be placed to avoid undue concentration of monument signs as determined by the director.
2. Kiosks. Kiosks shall be allowed with the approval of a sign program subject to the following standards:
 - a. In multi-tenant projects of greater than twenty thousand (20,000) square feet with outdoor spaces of greater than one thousand (1,000) square feet.
 - b. Located in a manner that allows for proper handicap access around the entire kiosk area.
 - c. Maximum height shall not exceed eight feet.
 - d. Maximum area of each kiosk shall not exceed forty (40) square feet.

- e. Maximum number shall not exceed one for every twenty thousand (20,000) square feet of building area.
 - f. The sign area shall be in addition to the sign area allowed in the tables below.
 - g. Signs located in the kiosk shall only advertise businesses or services offered by the businesses located within the shopping center. No off-site advertising is allowed. Noncommercial sign copy is allowed wherever commercial signage is permitted.
3. Calabasas Road District. Monument signs shall be permitted along both sides of Calabasas Road from the east side of Mureau Road to the west side of Parkway Calabasas ("Calabasas Road district"). The maximum height of a monument sign in the Calabasas Road district shall be twenty (20) feet in height with the sign area not to exceed one hundred (100) square feet. Notwithstanding the forgoing, the council, following review and consideration from the commission, may grant an exception allowing a monument sign up to twenty-five (25) feet in height and up to one hundred fifty (150) square feet in sign area, upon finding that increased height or sign area is necessary to allow the applicant visibility comparable to that enjoyed by a substantial number of other properties in the Calabasas Road district. A property which contains a nonconforming pole sign(s) shall not be authorized to construct a monument sign under this paragraph unless the applicant agrees to abate the pole sign(s) as a condition of this approval.

**Table 3-17
Permitted Signs in RS, RM, RR, RC, and HM Zoning Districts**

Sign Type	Sign Class	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed?	Additional Requirements
Wall or monument	Single-family neighborhood identification and	1 of each sign type per street frontage	5 sq. ft. per acre, not to exceed 30 sq. ft. per sign	8 ft. monument	10 ft. minimum front setback, 5 ft. side setback	Yes	Copy limited to name and address of project.
	Multifamily or mobile home park identification	1 of each sign type per street frontage	5 sq. ft. per acre, not to exceed 30 sq. ft. per sign	8 ft. monument	10 ft. minimum front setback, 5 ft. side setback	Yes	Copy limited to name and address of project.
	Institutional	1 of each sign type per street frontage	5 sq. ft. per acre, not to exceed 20 sq. ft. per sign	8 ft. monument	10 ft. minimum front setback, 5 ft. side setback	Yes	Name of institution and illuminated Directory only. Religious and educational facilities may have marquee sign consistent with monument sign requirements.

Note: Maximum sign area includes all monument and building mounted signs. All lighting must comply with the Lighting Ordinance.

2. Signs permitted in CL, CR, CMU, CO, CB (Commercial-Limited, Commercial-Retail, Commercial-Mixed Use, Commercial-Office and Commercial-Business Park) Zones:

Table 3-18 Permitted Signs in CL, CR, CMU, CO, and CB Zoning Districts							
Sign Type	Sign Class	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed	Additional Requirements
Monument	Commercial center/ complex	1 per center or complex 2 for each center/complex with 2 access driveways and a minimum separation between signs of 300 150 ft.	100 sq. ft. per face, 2 faces max. Sign copy limited to 50 sq. ft. with remaining square footage devoted to architectural support & design. 150 sq. ft. max. in Calabasas Road district only, and only with approval of the council, per Section 17.30.080(B)(3)	10 ft., except that 20 ft. maximum is permitted in Calabasas Road district only and up to 25 ft. with council approval, per Section 17.30.080(B)(3)	Must be in landscaped area generally equal the area of the sign. Must not block views at corners and driveways.	Interior or exterior. All lighting shall comply with Lighting Ordinance.	Allowed to advertise the name of the center or complex and one major tenant. Multitenant signs may be allowed with an approved Sign Program. Consideration shall be given to the placement and compatibility with adjoining properties and signs. During construction, on- site advertising of the construction trades participating in the project shall be allowed.
	Single purpose building	1 per building 2 for each single purpose bldg. with 2 access driveways and a minimum separation between signs of 300 ft.		10 ft., except that 20 ft. maximum is permitted in Calabasas Road district only and up to 25 ft. with council approval, per Section 17.30.080(B)(3)			

**Table 3-18
Permitted Signs in CL, CR, CMU, CO, and CB Zoning Districts**

Sign Type	Sign Class	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed	Additional Requirements
							adjoining properties and signs. During construction, on-site advertising of the construction trades participating in the project shall be allowed.
Building Mounted	Commercial office or business park	1 per building	0.5 sq. ft. per linear foot of store front; 15 sq. ft. minimum and 80 sq. ft. maximum per sign.	Shall not project above an eave or parapet, including the eaves of a mansard roof.	Centered on wall or canopy over store front and proportional to building mass.	Interior or exterior. All lighting shall comply with Lighting Ordinance.	Letters to be individually mounted on the building. Sign area may not be accumulated on one lineal dimension of the building & shall not exceed the allowed area on any one dimension of the building. Businesses that sublease a minimum of 100 square feet within a major tenant located in a shopping center shall be allowed a 15 square foot sign.
Building Mounted	Retail – Tenant Identification	1 per street frontage or 1 for each occupancy for multitenant building. 1 additional for each tenant space that faces on more than	0.5 sq. ft. per linear foot of store front; 15 sq. ft. minimum and 80 sq. ft. maximum per sign.	Shall not project above an eave or parapet, including the eaves of a mansard roof.	Centered on wall or canopy over store front and proportional to building mass.	Interior or exterior. All lighting shall comply with Lighting Ordinance.	Letters to be individually mounted on the building. Sign area may not be accumulated on one lineal dimension of the building & shall not exceed the allowed area on any one dimension of

**Table 3-18
Permitted Signs in CL, CR, CMU, CO, and CB Zoning Districts**

Sign Type	Sign Class	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed	Additional Requirements
		1 street. Max. 2 signs per business					the building. Businesses that sublease a minimum of 100 square feet within a major tenant located in a shopping center shall be allowed a 15 square foot sign.
Building Mounted	Retail – Tenant Identification 1 additional sign allowed for secondary main public entrance located on the side of a building adjacent to a public parking. Max. 2 signs per business	1 additional sign allowed for secondary main public entrance located on the side of a building adjacent to public parking. Max. 2 signs per business 1/2 the total signage allowed on the front may be located on the side entrance.	1/2 the total signage allowed on the front may be located on the side entrance			Letters to be individually mounted on the building.	Retail Letters to be individually mounted on the building

**Table 3-18
Permitted Signs in CL, CR, CMU, CO, and CB Zoning Districts**

Sign Type	Sign Class	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed	Additional Requirements
Building Mounted, Freeway Facing	Commercial office, retail or business park	1 per single purpose building or 1 per commercial center or complex 1 additional for bldgs. Over 50,000 sq. ft. for a 2 nd tenant with at least 30% of floor area	.5 sq. ft. per linear foot of building frontage with a maximum of 80 sq. ft. per sign	Shall not project above an eave or parapet, including the eaves of a mansard roof.	100 ft. separation between freeway facing signs on same building	Non-illuminated only	Sign copy limited to a single business name. Sign design to be consistent with design of building and other signs on site. Shall be consistent with Scenic Corridor Ordinance.
Pedestrian	Commercial office, retail or business park	1 projecting sign per tenant	3 sq. ft. per face. 2 faces max.	Lower edge must be min. 8 ft. above finished grade.	Perpendicular to building wall. Must be centered under canopy or eave.	No	May not project into street. Sign shall appear to be architectural and integral part of bldg.
Window	Commercial office, retail or business park	1 per window	3 sq. ft.	None	None	No	Sign copy limited to business identification.

Note: A commercial center or complex is defined as where a project shares similar landscape features, common access ways, reciprocal parking or architectural features. Multitenant sites shall have Sign Program, per Section 17.30.050. In street corridors with adopted design guidelines or Master Plans, signage shall be consistent with adopted plans.

3. Signs permitted in the CT (Commercial-Old Town) Zone:

Table 3-19 Permitted Signs in CT Zoning District							
Sign Type	Sign Class	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed	Additional Requirements
Monument	Commercial center/ complex	1 per center or complex 2 for each center/complex with 2 access driveways and a minimum separation between signs of 300 ft.	100 sq. ft. per face, 2 faces max. Sign copy limited to 50 sq. ft. with remaining square footage devoted to architectural support & design.	8 ft.	Must be in landscaped area generally equal the area of the sign. Must not block views at corners and driveways.	Interior or exterior. All lighting shall comply with Lighting Ordinance.	Allowed to advertise the name of the center or complex and one major tenant. Multitenant signs may be allowed with an approved Sign Program. Consideration shall be given to the placement and compatibility with adjoining properties and signs. During construction, on-site advertising of the construction trades participating in the project shall be allowed.
Monument	Single purpose building	1 per building 2 for each single purpose bldg. with 2 access driveways and a minimum separation between signs of 300 ft.	100 sq. ft. per face, 2 faces max. Sign copy limited to 50 sq. ft. with remaining square footage devoted to architectural support and design.	8 ft.	Must be in landscaped area generally equal the area of the sign. Must not block views at corners and driveways.	Interior or exterior. All lighting shall comply with Lighting Ordinance.	Allowed to advertise the name of the center or complex and one major tenant. Multitenant signs may be allowed with an approved Sign Program. Consideration shall be given to the placement and compatibility with adjoining properties and signs. During construction, on-site advertising of the construction trades participating in the project shall be allowed.
Building Mounted	Commercial office or business park	1 per tenant	10 sq. ft. max	Shall not project above an eave or parapet, including the	Centered on wall or canopy over store front and proportional to building mass.	Interior or exterior. All lighting shall comply with Lighting	Letters to be individually mounted on the building.

**Table 3-19
Permitted Signs in CT Zoning District**

Sign Type	Sign Class	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed	Additional Requirements
				eaves of a mansard roof.		Ordinance.	
Building Mounted	Retail – Tenant Identification	1 per street frontage or 1 for each occupancy for multitenant building. 1 additional for each tenant space that faces on more than 1 street. Max. 2 signs per business	10 sq. ft. max.	Shall not project above an eave or parapet, including the eaves of a mansard roof.	Centered on wall or canopy over store front and proportional to building mass.	Interior or exterior. All lighting shall comply with Lighting Ordinance.	Letters to be individually mounted on the building. Sign area may not be accumulated on one lineal dimension of the building and shall not exceed the allowed area on any one dimension of the building.
Building Mounted	Retail – Tenant Identification	1 additional sign allowed for secondary main public entrance located on the side of a building adjacent to a public parking. Max. 2 signs per business	1/2 the total signage allowed on the front may be located on the side entrance.	Shall not project above an eave or parapet, including the eaves of a mansard roof.	Centered on wall or canopy over store front and proportional to building mass.	Interior or exterior. All lighting shall comply with Lighting Ordinance.	Retail Letters to be individually mounted on the building.
Building Mounted, Freeway Facing	Commercial office, retail or business park	1 per single purpose building or 1 per commercial center or	0.5 sq. ft. per linear foot of frontage; 15 sq. ft. min. and 80 sq. ft. max.	Shall not project above an eave or parapet, including the	100 ft. separation between freeway facing signs on same building	Non-illuminated only	Sign copy limited to a single business name. Sign design to be consistent with design of building and other signs on site. Shall be consistent with Scenic Corridor

**Table 3-19
Permitted Signs in CT Zoning District**

Sign Type	Sign Class	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed	Additional Requirements
		complex. 1 additional for bldgs. Over 50,000 sq. ft. for a 2 nd tenant with at least 30% of floor area	per sign	eaves of a mansard roof.			Ordinance.
Pedestrian	Commercial office, retail or business park	1 projecting sign per tenant	3 sq. ft. per face. 2 faces max.	Lower edge must be min. 8 ft. above finished grade.	Perpendicular to building wall. Must be centered under canopy or eave.	No	May not project into street. Sign shall appear to be architectural and integral part of bldg.
Window	Commercial office, retail or business park	1 per window	3 sq. ft.	None	None	No	Sign copy limited to business identification.
Portable A-Frame	Retail – Tenant Identification	1 per business	7 sq. ft.	3 ft.	Must be placed within 5 feet of retail storefront	No	Sign may only be displayed during hours of operation

Note: A commercial center or complex is defined as where a project shares similar landscape features, common access ways, reciprocal parking or architectural features. Multitenant sites shall have Sign Program, per Section 17.30.050. In street corridors with adopted design guidelines or Master Plans, signage shall be consistent with adopted plans.

4. Signs permitted in PF, OS, and REC (Public-Facilities, Open Space and Recreation) Zones:

**Table 3-20
Permitted Signs in PF, OS and REC Zoning Districts**

Zoning District	Sign Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed?	Additional Requirements
PF	Building-mounted or monument (public site)	1 per lot	5 sq. ft. per acre up to 100 sq. ft. max. 25 sq. ft. min.	8 ft. for monument, eave height for wall-mounted	None	Yes	Public sites include public utilities, schools, police and fire stations, etc.
	Building-mounted or monument (private site)	1 per lot	5 sq. ft. per acre up to 100 sq. ft. max. 25 sq. ft. min.	8 ft. for monument, eave height for wall-mounted	10 ft. from any property line for monument sign	No	Private sites include day care centers, recreational uses, and private schools.
	Building identification	1 per building	10 sq. ft.	Height of eave	Flat on wall	No	Copy should identify name and address of facility.
	Directional or imperative	No limit	6 sq. ft. per face, 2 faces max.	15 ft.	None	Interior only	
OS, REC, OS-DR	Building-mounted or monument (public site)	1 per street or parking lot frontage	5 sq. ft. per acre up to 100 sq. ft. max. 25 sq. ft. min.	8 ft. monument, eave height for wall-mounted	None	Yes	Copy limited to name and address of facility, or as approved by director.
	Building-mounted or monument (private site)	1 per lot	5 sq. ft. per acre up to 100 sq. ft. max. 25 sq. ft. min.	8 ft. monument, eave height for wall-mounted	10 ft. from any property line for any monument sign	No	Copy limited to name and address of facility, or as approved by director.

5. Specific land use signs shall be allowed in addition to other permitted signs authorized by this chapter:

Table 3-21 Permitted Signs for Specific Land Uses							
Sign Class	Sign Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed?	Additional Requirements
Drive-through restaurant	Menu board	1 per building	30 sq. ft.	6 ft.	Shall be screened from street and shall not block views at corners and driveways.	Yes, during hours of operation. All lighting shall comply with Lighting Ordinance.	Light shall not negatively impact adjacent residential properties.
Service Station	Special service signs	1 per service	10% of building face; 25 sq. ft. maximum	Shall not project above an eave or parapet, including the eaves of a mansard roof.	Flat on wall	Yes	Copy limited to special service use (e.g., car wash, mini-mart, repair services).
	Price signs	1 each for self- and full-service	20 sq. ft. total, or as required by State law	Shall not project above an eave or parapet, including the eaves of a mansard roof.	Flat on wall or canopy	No	Copy limited to fuel grades and related prices.
	Directional signs	1 per pump island, 4 per station max.	2 sq. ft. per sign face	Four (4) feet from ground to top of sign	Flat on wall or canopy	No	Copy limited to directions such as self-serve, full-serve, air water, cashier etc.
Auto Dealership* *The aggregate of all building mounted signs	Special service signs	1 per service	10% of building face; 25 sq. ft. maximum	Shall not project above an eave or parapet, including the eaves of a	Flat on wall	Yes. Interior or exterior. All lighting shall comply with Lighting Ordinance.	Copy limited to special service use (e.g. Service, Parts, etc.).

**Table 3-21
Permitted Signs for Specific Land Uses**

Sign Class	Sign Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed?	Additional Requirements
shall not exceed 1 sq. ft. per linear foot of building frontage				mansard roof.			

**Table 3-21
Permitted Signs for Specific Land Uses**

Sign Class	Sign Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed?	Additional Requirements
	Directional signs	4 per site maximum	2 sq. ft. per sign face	Four (4) feet from ground to top of sign		No	Copy limited to directions to special service uses such as service, parts, etc.
	Franchise signs	1 per each franchise	80 sq. ft. maximum	Shall not project above an eave or parapet, including the eaves of a mansard roof.	Flat on wall	Yes	Copy limited to name of franchise (e.g. Mercedes, Volvo, etc.).
<u>Commercial Shopping Center (5 or more tenants)</u>	<u>Freeway Facing Monument Sign</u>	<u>1 maximum per each center</u>	<u>100 sq. ft. with additional area up to 200sf possible per 17.30.070 C.</u>	<u>10 ft. with additional height up to 16 ft. maximum possible per 17.30.070 C.</u>	<u>Must be in landscaped area generally equal the area of the sign. Must not block views at corners and driveways.</u>	<u>Yes, halo-style only</u>	<u>Shopping center screening shall meet the requirements of 17.18.040 - Scenic corridor (-SC) overlay zone and 17.20.120 - Freeway corridor development.</u>
	<u>Gateway Sign</u>	<u>1 per access driveway and a minimum separation between monument or Gateway signs of 150 ft.</u>	<u>100 sq. ft. with additional area up to 200 sq. ft. possible per 17.30.070 C.</u>	<u>10 ft. maximum</u>	<u>Must be in landscaped area generally equal the area of the sign. Must not block views at corners and driveways.</u>	<u>Yes</u>	<u>Allowed to advertise the name of the center or complex and tenants. Gateway signs may be allowed with an approved Sign Program. Consideration shall be given to the placement and compatibility with adjoining properties and signs.</u>
	<u>Directional Signs (Tenant Identification)</u>	<u>2 per shopping centers with 5 to 10 tenants</u>	<u>4 sq. ft. per sign face</u>	<u>6 ft. maximum</u>	<u>Located within shopping center only.</u>	<u>No</u>	<u>Allowed to advertise the name of tenants located in the center or complex only. Signs shall only</u>

**Table 3-21
Permitted Signs for Specific Land Uses**

Sign Class	Sign Type	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed?	Additional Requirements
	<u>only)</u>	<u>and 3 per shopping centers with more than 10 tenants.</u>					<u>incorporate two color scheme in design and all signs within center or complex shall have the same color scheme.</u>

17.30.090 - Nonconforming signs.

This section recognizes that the eventual elimination of existing signs (on-site and off-site) that are not in conformity with the provisions of this chapter is as important as the prohibition of new signs that would violate these regulations.

- A. Continuation of Nonconforming Sign. A legally established sign that does not conform to the provisions of this chapter may continue to be used in compliance with Section 17.30.100, except that the sign shall not be:
 - 1. Structurally altered to extend its useful life;
 - 2. Expanded, moved, or relocated;
 - 3. Re-established after a business has been discontinued for ninety (90) days or more; or
 - 4. Re-established after damage or destruction of more than fifty (50) percent of the value of the physical structure of the sign, as determined by the director.
- B. Sign Copy Changes. The sign copy and sign faces of a nonconforming sign may be changed upon obtaining a sign permit provided that the change does not include a structural change in the display.
- C. Correction of Nonconformities Required. Approval of any structures on a site or a change in the land use on a site shall require that all nonconforming signs on the site be brought into conformity with this chapter.

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.100 - Nonconforming sign abatement.

- A. Time Limits. A nonconforming sign shall comply with this chapter within the period of time prescribed in subsection (B) of this section.
- B. Amortization Schedule.

Table 3-22 Nonconforming Sign Amortization Schedule	
Nonconforming Classification	Period for removal or modification
Billboards	Life of sign, unless removal is required as part of a project because the project cannot be built without removing the display or as required by Section 17.30.090
Pole signs over 25 feet in height	15 years from the adoption of this Code
Roof signs	15 years from the adoption of this Code
Animated, moving or flashing signs	15 years from the adoption of this Code

All other nonconforming signs	Life of sign or as required by Section 17.30.090
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- C. Notice of Abatement. Upon the expiration of the amortization period set forth in subsection B of this section, the director may abate a nonconforming sign. The director shall first send a written notice of abatement by certified mail, return receipt requested to owners of the businesses advertised on the signs and the owners of the property on which the sign is located as shown in the current assessor's records. The date of service shall be the date the director places the notice in a U.S. Postal Service mail receptacle. A notice of abatement shall state the following:
1. A description of the nonconformity; applicable amortization schedule;
 2. A statement that the amortization period has expired; date of expiration;
 3. That an appeal may only be filed with respect to the director's determination regarding the applicable amortization period.
 4. That an appeal must be filed thirty (30) days from the date of service of the notice.
- D. Appeal. The owners of the businesses advertised on the sign and the owners of the property on which the sign is located may appeal the director's determination regarding the applicable amortization period or request a time extension, on a form provided by the director and accompanied by any required fee in compliance with Section 17.60.040, within thirty (30) days of the date of service of the notice.
1. Hearings. Within sixty (60) days after receipt of an appeal, the commission shall hold a public hearing and shall forward a recommendation to the council as to whether the nonconformity should be abated as indicated in the notice, or whether a time extension should be granted in compliance with subsection (D)(2) of this section.
 - a. Notice of Hearing. Notice of the commission and council hearings shall be provided in the same manner as provided by Chapter 17.78. Both the owner of the business advertised on the sign and the owner of the property on which the sign is located shall be given notice of the hearing.
 - b. Conduct of Hearing. The commission shall receive written and oral testimony at the hearing relating to the term of abatement. During the hearing, the owner shall be permitted to call witnesses and be represented by counsel.
 - c. Commission Recommendation. At the close of the hearing, the commission shall make a recommendation to the council regarding an appeal. The burden of proof shall be upon the appellant to demonstrate by a preponderance of the evidence that he or she is entitled to a longer abatement period than that contained in the notice of abatement. If the appellant is requesting a time extension, the commission may grant or deny the appeal in compliance with subsection (D)(2) of this section.
 - d. Council Hearing. The council shall hold a hearing with notice given in compliance with subsection (D)(1) of this section and render a decision regarding an appeal.
 2. Extension of Time. The council may grant an extension of the time for abatement of a nonconforming sign where it can be demonstrated that an unreasonable hardship would otherwise be imposed on the appellant. The council shall base its decision on any competent evidence presented, including the following:
 - a. The nature of the sign and the use it advertises;
 - b. The amount of the owner's investment in the sign;

- c. The detriment, if any, caused to the neighborhood by continuance of the nonconforming sign beyond the amortization period;
 - d. The amount of time needed to amortize the investment in the sign; and,
 - e. Any available depreciation information from the owner's latest federal income tax return, or other applicable documentation.
3. **Decision and Order.** The council's decision and the findings in support of the decision shall be in the form of a written order and shall be served upon the appellant personally or by certified mail, return receipt requested, within ten (10) days after the decision is rendered. The order shall be binding upon the appellant, the owners of the business advertised on the sign, the owners of the property on which the sign is located, and the owners' successors, heirs and assignees. If the council grants a time extension, the council may require reasonable modifications or alterations to the sign for the purpose of improving the sign's appearance or compliance with this development code, the Municipal Code or state law.
4. **Recordation of Order.** Within thirty (30) days after the hearing, notice of the decision and order of the council shall be recorded with the Los Angeles County recorder's office.
- E. **Applicability of Section.**
- 1. This section applies only to legal nonconforming signs.
 - 2. Nothing herein prevents the earlier removal of a legal nonconforming sign pursuant to Section 17.30.110

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.110 - Removal of illegally installed or unsafe signs.

- A. **Unsafe Signs.** Any sign that presents an immediate danger to the public health or safety may be removed by the city without prior notice. Alternatively, the director may issue a notice of violation and give the permit holder, property owner, or person in possession and control of the property fifteen (15) days to cure the violation. The date of service shall be the date the director places the notice in a U.S. Postal Service mail receptacle. In the case of an unsafe sign removed by the city, the costs of such removal and storage shall be borne by the permit holder, property owner, or person in possession and control of the property, as applicable and may be collected by the city in the same manner as it collects any other debt or obligation. No unsafe sign that has been removed and stored by the city shall be released until the costs of removal and storage have been paid. If an unsafe sign remains uncured for a period of thirty (30) days after service of the notice, the city may remove the sign and dispose of it.
- B. **Illegal Signs.** Any illegal sign shall be removed or brought into conformity by the permit holder, property owner, or person in possession and control of the property following written notice from the director as specified in Chapter 17.80. The director's order may be appealed to the council in the manner provided in Chapter 17.80
- C. **Abandoned Signs.** A sign that advertises or otherwise identifies a business or activity which has been discontinued on the premises for a period of ninety (90) days shall be considered abandoned and shall be removed by the owner or lessee of the premise.
- D. **Penalties.** Illegal signs shall be subject to the remedies established in Municipal Code Chapter 17.80
- E. **Removal of Illegal Signs in the Public Right-of-Way.** The director may cause the immediate removal of any sign within the public right-of-way or on property that is otherwise abandoned that has been placed there without first complying with the requirements of this chapter.

(Ord. No. 2010-265, § 3, 1-27-2010)

**Calabasas Land Use and Development Code
January 2010**

Definitions

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18. "Directory sign" means a sign for listing the tenants or occupants and their suite numbers of a structure or center.
19. "Double-faced sign" means a single structure monument sign located perpendicular to the street.
20. "Flag" means the official flag of a government, religious group or other organization.
21. "Flashing sign" means a sign that contains an intermittent or sequential flashing light source.
22. "Freestanding sign" means a sign which is erected or mounted on its own self-supporting permanent structure or base detached from any supporting elements of a building.
23. "Freeway facing sign" means a building mounted sign that is located (a) on a site that directly abuts the 101 Freeway and (b) is located on the one side of the building that is generally parallel to the freeway.
- ~~23.24.~~ "Gateway Sign" means two monument signs flanking a private access driveway located off a public right-of-way and matching in size, design, and sign area.
- ~~24.25.~~ "Illegal sign" means a sign that was not established or is not being maintained in compliance with the applicable provisions of the Los Angeles County Zoning Code or this chapter that applied to the sign at the time it was installed.
- ~~25.26.~~ "Illuminated sign" means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.
- ~~26.27.~~ "Inflatable sign" means an object made of an airtight material, generally greater than eighteen (18) inches in diameter at its widest point, filled with air or gas to form a three dimensional shape and used as a sign.
- ~~27.28.~~ "Institutional sign" means a sign identifying the premises of a church, school, hospital, rest home, or similar institutional facility.

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- 28.29.** "Kiosk" means a free standing structure erected on a foundation and designed to provide advertising space for a group of buildings in a shopping center addressing a pedestrian audience.
- 29.30.** "Logo sign" means an established trademark identifying the use of a structure.
- 30.31.** "Marquee sign" means a sign designed to have changeable copy. Marquee signs may be a freestanding sign or a wall sign.
- 31.32.** "Menu board" means a permanently mounted sign displaying the bill of fare for a drive-through restaurant.
- 32.33.** "Monument sign" means a free-standing sign permanently affixed to the ground by a solid base or by supports so that the sign face, in its entirety, is situated above and between the outermost edges of the supporting base or support structures, and so that the open space, if any, beneath the sign face is not greater than one-fifth the overall sign height.
- 33.34.** "Neon sign" means a sign with tubing that is internally illuminated by neon or other electrically charged gas.
- 34.35.** "Non-appurtenant sign" means any sign which does not relate to, or which relates only incidentally to, the occupant of the site or the principal business conducted within the structure.
- 35.36.** "Noncommercial copy" means a message that does not include commercial copy.
- 36.37.** "Nonconforming sign" means an advertising structure or sign which was lawfully erected and maintained prior to the adoption of this Zoning Ordinance, and which has subsequently come under the requirements of this Zoning Ordinance, but does not now completely comply.
- 37.38.** "Open/closed sign" means an "open" or "closed" window sign.
- 38.39.** "Open house sign" means a temporary sign posted to indicate a salesperson is available to represent the property subject to sale, lease or rent.

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- 39.40.** "Pedestrian sign" means an identification and/or directional sign designed and located primarily to inform pedestrians. These signs are usually mounted or suspended from the underside of an eave or canopy, perpendicular to an adjacent store front.
- 40.41.** "Pennants," "streamers," and "flags" means any cloth, bunting, plastic, paper, or similar non-rigid material used for advertising purposes attached to any structure, staff, pole, line, framing or vehicle, not including noncommercial flags.
- 41.42.** "Pole sign" means any free-standing sign that is not a monument sign.
- 42.43.** "Political sign" means a temporary sign directly associated with national, state or local elections.
- 43.44.** "Price sign" means a sign limited to the name or identification of items or products for sale on the premises, and the price of the items or products.
- 44.45.** "Projecting sign" means any sign which is attached to a wall and which projects horizontally from a structure or building face or wall by more than twelve inches.
- 45.46.** "Promotional sign" means a temporary sign which serves to promote the sale of new products, new management, new hours of operation, a new service, or to promote a special sale.
- 46.47.** "Reader board sign" means a sign that is designed so that message elements or sign copy may be readily changed through the use of individual letters or characters, separate panels, or electrical messages.
- 47.48.** "Real estate sign" means a temporary sign that relates to the sale, lease, or rental of property or buildings, or to construction activities on a site.
- 48.49.** "Roof sign" means a sign that is mounted on the roof of a building, or which is dependent upon a building for support, and which projects above the highest point of a building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof, or the deck line of a building with a mansard roof.
- 49.50.** "Sign area" means the area in square feet determined by drawing a line around the outer perimeter of the writing, representation, emblem, or other

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display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed.

50.51. "Sign copy" means the information content of a sign, including text, illustrations, logos and trademarks.

51.52. "Sign face" means the visible portions of a sign including all characters and symbols, but not supporting structures.

52.53. "Sign height" means the vertical distance from average curb height to the top of the sign including the support structure and any design elements.

53.54. "Sign program" means a coordinated program of one or more signs for an individual building or building complexes.

54.55. "Temporary sign" means any sign intended to be displayed for a limited period of time and capable of being viewed from any public right-of-way, parking area or neighboring property. A temporary sign is any sign constructed of cloth, canvas, light fabric, cardboard, wallboard, poster board or other light materials, with or without frames, and mounted in a nonpermanent manner.

55.56. "Vehicle-mounted or trailer-mounted sign" means any sign placed or maintained on a stationary automobile, truck, trailer or any other motor-driven vehicle.

56.57. Wall sign. See "Building-mounted sign."

57.58. "Window sign" means a sign posted, painted, placed or affixed in or on a window exposed to public view. An interior sign that faces a window exposed to public view and is located within three feet of the window is also a window sign.

"Significant feature" means, for purposes of Chapter 17.36, the man-made elements embodying the style or components of an improvement, including the kind and texture of the building materials, and the type and style of windows, doors, lights, signs, and other fixtures appurtenant to such improvement.

"Significant Ecological Area" means an area that possesses one or more of the following features, or classes:



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 28, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBIN PARKER, ADMINISTRATIVE SERVICES DIRECTOR
JOHN BINGHAM, SENIOR MANAGEMENT ANALYST

R. Parker
JB

SUBJECT: RECOMMENDATION TO APPROVE AN AMENDMENT TO INCREASE THE VALUE OF THE EXISTING PROFESSIONAL SERVICES AGREEMENT BY \$22,500 WITH MICHAEL BAKER INTERNATIONAL, INC. FOR COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM CONSULTING

MEETING

DATE: OCTOBER 14, 2015

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve an amendment to increase the contract value of Michael Baker International, Inc. for Community Development Block Grant (CDBG) Housing Rehabilitation Program consulting by \$22,500.

BACKGROUND:

In June 2013, a professional services agreement with Pacific Municipal Consultants (PMC) consulting for CDBG-funded Housing Rehabilitation program services was approved. On July 1, 2015 PMC consulting merged with and into Michael Baker International, Inc.

At the September 9, 2015 meeting City Council approved a contract with Michael Baker to perform work for the Public Works Department related to the Malibu Creek Watershed Management Program. The work performed on the Watershed Program

is unrelated to the CDBG consulting and is performed by a separate sub-group in Michael Baker International, Inc.

This is an amendment to the current Michael Baker contract in order to accommodate the required CDBG Housing Rehabilitation consulting work incorporating and will update the scope of services and fee schedule, as well as the increase to the contract value related to the separate work performed for the Public Works Department. The proposed amendment will continue the Housing Rehabilitation projects such as new roofs, ADA handicapped accessibility modification, heating, air conditioning and ventilation systems replacements, energy efficient water heaters and windows for low and moderate income residents primarily in the Calabasas Village Estates. This amendment does not represent an increase in cost and continues the popular CDBG Housing Rehabilitation program for the fifth consecutive year and twelfth year overall.

FISCAL IMPACT/SOURCE OF FUNDING:

The Michael Baker consulting contract for CDBG Housing Rehabilitation program is funded from Fund 35 and is reimbursed to the City by the Federal Housing and Urban Development Department (HUD).

REQUESTED ACTION:

Staff recommends that the City Council approve an amendment to increase the contract value of Michael Baker International, Inc. for CDBG Housing Rehabilitation Program consulting by \$22,500.

ATTACHMENTS:

- Exhibit A: Scope of Services
- Exhibit B: Fee Schedule
- Exhibit C: Amendment No. 1

1. TECHNICAL APPROACH

Michael Baker's project approach will efficiently and effectively assist the City of Calabasas with the continued successful implementation of its CDBG-funded Housing Rehabilitation Program.

Michael Baker International (Michael Baker) has extensive experience with creating and implementing housing and community development programs which will allow us to readily implement the program to the City's complete satisfaction. Michael Baker will administer the City's programs in accordance with all applicable regulations and the City's adopted program guidelines.

Michael Baker will provide added value by making all information needed to comply with annual CDBG reporting and general grant administration requirements readily available to the City's Senior Management Analyst. Our project manager will serve as an extension of City staff and will require no orientation since he is already quite familiar with the City's procedures and expectations. In administering the program, he will exhibit the customer service attitude that characterizes all assignments undertaken by Michael Baker.

The following is a description of Michael Baker's approach to administering and implementing the City's Housing Rehabilitation Program.



HOUSING REHABILITATION PROGRAM SERVICES

PROGRAM GUIDELINES

Michael Baker will manage the Housing Rehabilitation Program in accordance with the policies and procedures in the City's adopted program guidelines. Michael Baker will review and update the guidelines as needed to reflect desired changes and to conform to any changes in applicable US

Department of Housing and Urban Development (HUD) or County of Los Angeles Community Development Commission (CDC) regulatory requirements.

MARKETING

Michael Baker will initiate marketing and promotional efforts to compile a list of potential participants, while also working from any current waiting list. All marketing collateral will conform to fair housing and equal opportunity lending requirements and display the equal housing logo. If requested, Michael Baker will participate in informational community meetings with residents interested in the program.

CLIENT INTAKE AND APPLICATION ASSESSMENT

Michael Baker will respond to all program inquiries from homeowners and other interested parties. We will log all contacts and provide the City with an interest list and a report on inquiries. We will accept and review applications for rehabilitation grants and provide assistance to applicants who need help completing applications or who may have questions about the process.

Michael Baker will review applications for completeness and will request and compile information required to complete the application. Michael Baker will qualify applicants for participation in the program based on verification of the applicant's annual income, ownership of the unit, and condition of the unit and desired improvements. Comprehensive project files will be established that will ultimately contain all of the information relevant to each rehabilitation project.

ENVIRONMENTAL REVIEW

Any environmental documentation required to provide clearance for the program activities pursuant to the National Environmental Policy Act will be prepared by the environmental consultant retained by the CDC to prepare such documentation. However, Michael Baker will coordinate Section 106 historic preservation reviews with the architectural historian retained by the CDC to perform such reviews and provide her with the

information to make the necessary determinations regarding the historical significance of the homes to be rehabilitated.

SCOPE OF WORK AND BIDDING

Scope of Work

Michael Baker will consult with the homeowner and inspect the property to determine the needed repairs. Specialized reports may need to be ordered such as a structural/pest inspection or lead-based paint or asbestos testing. If required, such reports will be prepared by outside specialists already under contract to the City or to be selected by Michael Baker.

Michael Baker will prepare detailed work specifications for all projects. The work specifications will include all labor and materials needed to complete the rehabilitation, as well as a line item cost estimate of the work to be performed. Michael Baker will review the scope of work with the homeowner and obtain homeowner approval of the work and cost estimate.

Bid Solicitation and Development

Once accepted by the homeowner, Michael Baker will use the scope of work as the bid specifications. We will provide bidders' instructions and a bid solicitation packet. The bid solicitation will be sent to all contractors on the qualified list. Michael Baker will conduct a "bid walk" at the home with all interested bidders to review the requested scope of work and respond to any clarifying questions. Bids must be submitted using the bid forms provided by Michael Baker.

Once bids are returned, Michael Baker will assist the homeowner with reviewing the bids. Michael Baker staff will, when necessary, help the homeowner to select a contractor who is able to responsibly complete the rehabilitation work and who provides a good value to the homeowner and to the City. As discussed later in this section, Michael Baker will confirm that contractors are not debarred from performing federally funded work and are appropriately licensed and bonded prior to bidding, thereby avoiding unnecessary delays at this point in the process.

GRANT DOCUMENT PROCESSING

After the homeowner has selected a contractor, Michael Baker will prepare the rehabilitation grant documents for execution by the homeowner and the contractor. Michael Baker will ensure that both the homeowner and the contractor fully understand all the provisions in the grant agreement and construction contract. After the necessary documents are signed, a Notice to Proceed will be issued, allowing rehabilitation work to commence.

PROJECT MANAGEMENT (CONSTRUCTION)

Pre-Construction

Michael Baker will develop all construction documents, including the scope of work, specifications, and construction contract. Prior to issuing the Notice to Proceed, Michael Baker will conduct a pre-construction conference with the contractor and the homeowner. We will ensure that both the contractor and the homeowner fully understand all the provisions in their agreements and the construction process, including the roles and responsibilities of all parties. Michael Baker will require the contractor to obtain building permits and local approvals as necessary.

Inspection and Compliance

Michael Baker will closely monitor construction progress and be in regular contact with the homeowner and the contractor. We will ensure work is completed consistent with the industry-wide standard of care and in accordance with the construction contract. Photographs of the work progress will be taken and maintained in the project file.

Progress Payments

Michael Baker will review progress payment requests. Michael Baker will inspect the work claimed as complete and will ensure all lien waivers, warranty commitments, and the homeowner's approval are obtained prior to release of payment. Michael Baker will review all change order requests.

Prior to final payment or release of retention, Michael Baker will make a final inspection of the work to confirm completion. We will ensure all local conditions have been met, the building permit is closed, a Notice of Completion has been recorded, and there are no liens pending on the

property. Michael Baker will also assist homeowners in securing warranties from contractors for construction defects for one year from the date of final approval by the City's Building and Safety Division.

Dispute Resolution

Michael Baker will take primary responsibility for dispute resolution between the contractor and the homeowner. Michael Baker will work to prevent disputes by reviewing program requirements and expectations early and often. Michael Baker will use the pre-bid and pre-construction conferences to communicate expectations and develop the contractor-homeowner relationship. Michael Baker will check in regularly on project progress to avert disputes.

RECRUITMENT AND QUALIFICATION OF CONTRACTORS

To supplement the contractors who have previously participated in the program, Michael Baker will solicit interest on the part of additional contractors. Michael Baker will target recruitment of minority- and women-owned businesses and Section 3 firms. Michael Baker will ensure all contractors are not included on the Federal Debarred List, that they are licensed and bonded through the State Contractor's License Board, and that they meet any additional qualifications stipulated by the City. Qualified contractors will be included on the City's roster of contractors qualified to receive program bid solicitations.

MAINTAIN RECORDS AND REPORTING

As previously indicated, Michael Baker will maintain comprehensive files for each rehabilitation project. Michael Baker will submit the files to the City upon project completion. Michael Baker staff will ensure that the program is administered in accordance with applicable HUD and CDC regulations and will complete all required quarterly, semi-annual, and annual reports to the CDC within the stipulated time frames. Our project manager will attend program-related public meetings or hearings, when requested, and will assist the City in preparing for and coordinating the monitoring of program activities by the CDC. He will also assist the City in preparing documentation required for the continued funding of the program by the CDC.

4. COST AND PRICING

FEE

Michael Baker is proposing to provide all of the services requested by the City for a fee not to exceed \$22,500, based on a total program budget of \$85,000. In the event that additional funds are allocated to the program during the course of the fiscal year, our fee would increase, but in no case will exceed the maximum amount allowed for housing rehabilitation activity delivery by the CDC.

BILLING RATE

Mr. Neal's services would be provided on an hourly basis at a rate of \$95.00, for the not-to-exceed fee stated above. This rate is fully burdened and the City will not be charged extra for travel, supplies, or other non-personnel costs. The City will be billed monthly for services rendered, with an itemization of the hours worked per week by Mr. Neal.

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Michael Baker International, Inc.)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 14th day of October, 2015 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Michael Baker, International, Inc., 2729 Prospect Park Drive, Suite 220, Rancho Cordova, CA 95670 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated September 9, 2015 in the following fashion:

- A. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1 – Scope of Services as set forth in “Consultant’s” proposal to “City” attached hereto as Exhibit A-1 and incorporated herein by this reference.
- B. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.2 – Approved Fee Schedule as set forth in “Consultant’s” fee schedule to “City” attached hereto as Exhibit B-1 and incorporated herein by this reference.
- C. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.3 “Expiration Date”: October 14, 2016.
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$119, 756.00.

Initials: (City) _____ (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

“Consultant”
Michael Baker International, Inc.

By: _____
Robin Parker, Administrative Services
Director

By: _____
Philip O. Carter, Vice President

Date: _____

Date: _____

By: _____
Dr. Gary Lysik, Chief Financial Officer

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 02, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: *RJ* ROBERT YALDA, P.E., T.E., CITY ENGINEER/PUBLIC WORKS DIRECTOR
TH TATIANA HOLDEN, P.E., SENIOR CIVIL ENGINEER**

**SUBJECT: ADOPTION OF RESOLUTION 2015-1482 APPROVING THE PROJECT
 SPECIFIC MAINTENANCE AGREEMENT WITH THE STATE OF
 CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR LOST HILLS
 ROAD IN THE CITY OF CALABASAS.**

**MEETING OCTOBER 14, 2015
DATE:**

SUMMARY RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 2015-1482 approving the Project Specific Maintenance Agreement No. TR 07-04-0025 with the State of California Department of Transportation for Lost Hills Road in the City of Calabasas.

BACKGROUND:

On June 11, 2014, the City Council approved a Cooperative Agreement with Caltrans for the construction of the Lost Hills Road/US101 Interchange Improvements project. On March 11, 2015, City Council awarded a construction contract to Security Paving Company to make improvement to Lost Hills Road/US101 Interchange. The scope of the project includes replacement of the

existing Lost Hills Road/ U.S. Highway 101 (US-101) overcrossing, modification of the interchange, widening the Lost Hills Road overpass, providing improvements to the on/off ramp design onto US 101, and ensure safe access for all pedestrians.

Construction activities on the Lost Hills/US 101 Bridge and Interchange project began on August 5, 2015. The cost of the project is funded by Measure R funds.

DISCUSSION/ANALYSIS:

The agreement consists of obligations and responsibilities for maintenance of the Lost Hills Road/US101 overpass and adjacent structures and facilities which are located within the State right-of-way. The structures and facilities include vehicular and pedestrian overcrossing, soundwalls, landscaped areas, traffic control devices and interchange operation.

City staff, the City’s consultant (Parsons Transportation Group), and the City Attorney collaborated with Caltrans on the language of the maintenance agreement; the agreement is enclosed to the report as Exhibit A. The City is required to maintain the bridge deck and surfacing, all portions of the structure above bridge deck, lighting, sidewalks, signs, pavement markings, fencing, plantings, and bridge rail. Costs of electrically operated traffic control devices will be shared by the City and Caltrans as will be described in an updated Electrical Cost Sharing Maintenance Agreement.

The State will maintain the entire structure of the overcrossing below the deck surface and the installed screening. The State’s responsibilities also include providing efficient operation of the interchange.

A number of neighboring cities – Camarillo, Thousand Oaks, and Oxnard – executed maintenance agreements with Caltrans with provisions similar to those in the attached Maintenance Agreement. By having such a maintenance agreement, the cities have more flexibility on how the gateway to their city looks.

The resolution approving the Project Specific Maintenance Agreement No. TR 07-04-0025 must be adopted by Council and then the agreement must be fully executed by Caltrans.

FISCAL IMPACT/SOURCE OF FUNDING:

Landscape maintenance will be funded using budgeted Landscape Lighting Act District 3 (LLAD 32) funds. Costs of electrically operated traffic control devices shared with Caltrans will be paid from the City’s Annual Traffic Signal Maintenance

budget. Additional street maintenance and associated costs will be included in the City's overall maintenance budget.

REQUESTED ACTION:

Staff recommends that City Council adopt Resolution No. 2015-1482 approving the Project Specific Maintenance Agreement No. TR 07-04-0025 with the State of California Department of Transportation for Lost Hills Road in the City of Calabasas.

ATTACHMENTS:

Attachment A: Project Specific Maintenance Agreement for Lost Hills Road in the City of Calabasas

Attachment B: Resolution No. 2015-1482

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR LOST HILLS ROAD IN THE CITY OF CALABASAS**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Calabasas; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, Cooperative Agreements Numbers 07-4749, 07-4749A-1 and 07-5002 were executed between CITY and STATE to modify Interchange at Lost Hills Road on State Route (SR) 101, hereinafter referred to as "PROJECT", and
2. WHEREAS, in accordance with the said agreements, it was agreed by PARTIES that prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement.
3. WHEREAS, the PARTIES hereto mutually desire to clarify the division of maintenance responsibility as defined in Section 27 of the California Streets and Highways Code and their respective responsibilities as to PROJECT constructed under the Cooperative Agreements Numbers 07-4749, 07-4749A-1 and 07-5002.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

4. Exhibit A consists of plan drawings that delineates the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.
5. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise the Exhibit A by a mutual written-execution of the exhibit.
6. CITY must obtain the necessary Encroachment Permits from STATE's District 07 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
7. **VEHICULAR AND PEDESTRIAN OVERCROSSING**
 - 7.1. STATE will maintain, at STATE expense, the entire structure of any STATE-constructed vehicular and pedestrian overcrossings of SR 101 below the deck surface, except as hereinafter provided.
 - 7.2. CITY, at CITY expense, will maintain the deck surfacing (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck. The above deck portions

include, but not limited to: screening, railing posts, illuminated pipe rails, lighting installations, all traffic service facilities provided for the benefit or control of pedestrian-traffic such as guide and regulatory signs, bollards and striping, and debris and graffiti removal.

- 7.3. CITY, at CITY expense, will be responsible for debris and graffiti removal outside of the area reserved for exclusive freeway.
- 7.4. CITY will maintain, at CITY expense, the deck and/or surfacing and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
- 7.5. At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by Section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense.
8. INTERCHANGE OPERATON - It is STATE'S responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.
9. SOUNDWALLS - Responsibility for debris removal, cleaning and painting to keep CITY's side of any sound wall structure free of debris, dirt, and graffiti shall not lie with STATE, but will lie with CITY.
10. LANDSCAPED AREAS - LANDSCAPED AREAS - Responsibility for the maintenance of any plantings or other types of roadside development the STATE Right of Way shall lie with CITY as specified in Landscape Maintenance Agreement.
11. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES
 - 11.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices in place at interchanges of SR 101 Freeway and CITY streets and roads and at ramp connections on SR 101 and CITY facilities shall be shared by the PARTIES as specified in Electrical Cost Sharing Maintenance Agreement.
12. LEGAL RELATIONS AND RESPONSIBILITIES
 - 12.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

12.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

12.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including section but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

13. PREVAILING WAGES:

13.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

13.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

14. INSURANCE – CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess liability. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

15. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

16. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF CALABASAS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor


MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
CITY Clerk



By: _____
Deborah Wong, Deputy District Director
Maintenance District

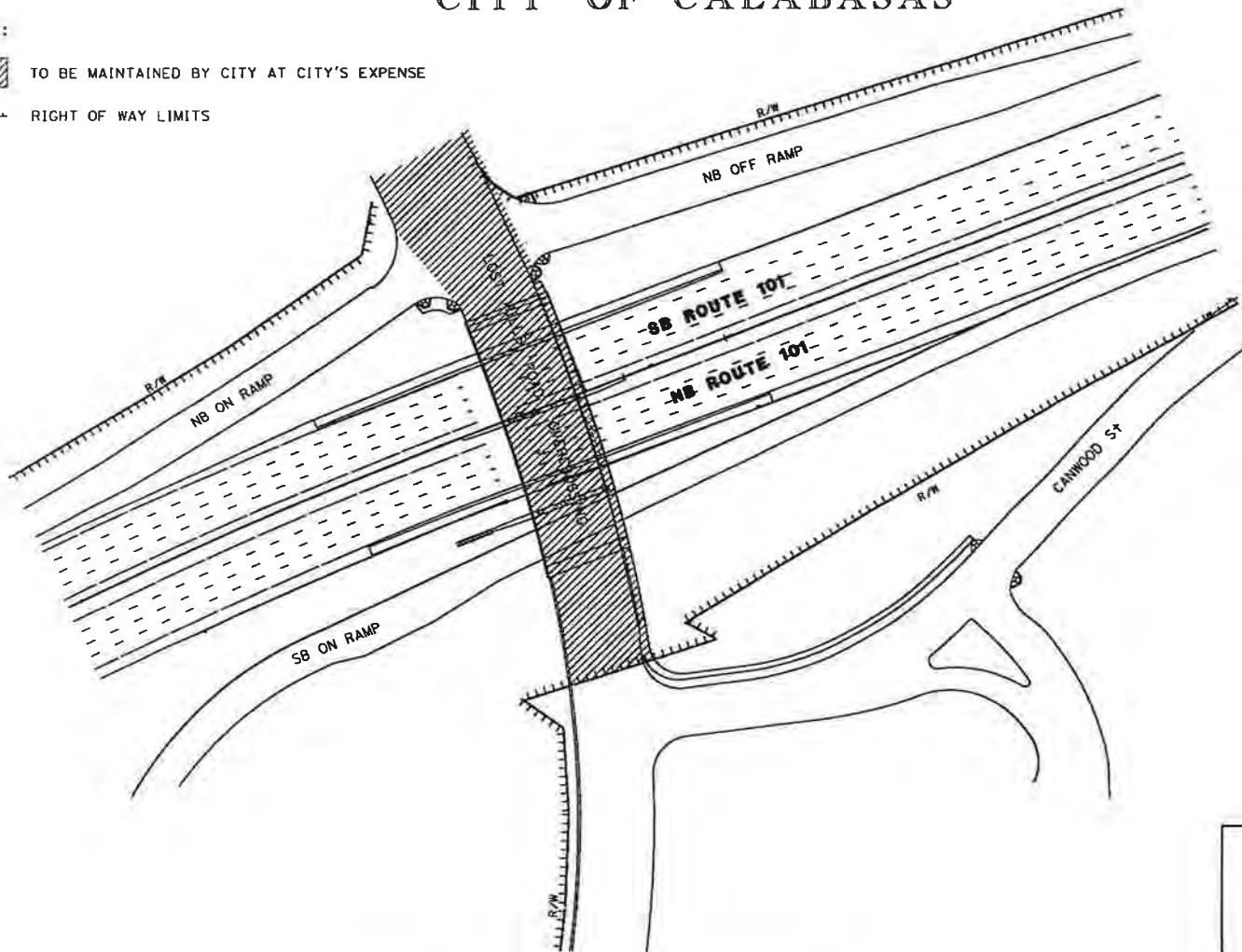
By: _____
CITY Attorney

As to Form and Procedure:
By: 
Attorney
Department of Transportation

CITY OF CALABASAS

LEGEND:

-  TO BE MAINTAINED BY CITY AT CITY'S EXPENSE
-  RIGHT OF WAY LIMITS



LOST HILLS ROAD OVERCROSSING Br No. 53 - 1730

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

**PROJECT SPECIFIC
MAINTENANCE AGREEMENT**

EXHIBIT A

NOT TO SCALE

DISTRICT	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS
7	LA	101	31.9	1

M. Gilmore

Item 5 Attachment B
RESOLUTION NO. 2015-1482

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CALABASAS APPROVING PROJECT SPECIFIC
MAINTENANCE AGREEMENT NO. TR 07-04-0025
WITH THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR LOST HILLS ROAD IN THE
CITY OF CALALABASAS**

WHEREAS, Cooperative Agreement No. 07-5002 was executed between City and State to improve Lost Hills Road overcrossing on State Route (SR) 101, hereafter referred to as "PROJECT"; and

WHEREAS, the City awarded a construction contract to Security Paving Company to complete the improvements; and

WHEREAS, construction activities on the PROJECT began in August 2015; and

WHEREAS, in accord with the Cooperative Agreement, it was agreed by parties that prior to or upon PROJCT completion, City and State will enter into a Maintenance Agreement; and

WHEREAS, the parties mutually desire to clarify the division of maintenance responsibilities as defined in Section 27 in California Streets and Highways Code and their respective responsibilities as to the PROJECT constructed under Cooperative Agreement No. 07-5002; and

WHEREAS, the parties have prepared Project Specific Maintenance Agreement No. TR 07-04-0025 between the City and State covering the maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CALABASAS, that the Project Specific Maintenance Agreement for Lost Hills Road in the City of Calabasas No. TR 07-04-002 is hereby approved.

PASSED and ADOPTED this 14th day of October, 2015.

Lucy M. Martin, Mayor
City of Calabasas, California

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 5, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: TOM BARTLETT, AICP, CITY PLANNER *TB*

SUBJECT: INTRODUCTION OF ORDINANCE NO. 2015-329 APPROVING, THE PRE-ZONING OF THE PROPOSED ANNEXATION TERRITORY KNOWN AS CRAFTSMAN'S CORNER, AND ADOPTION OF RESOLUTION NO. 2015-1481, APPROVING A GENERAL PLAN AMENDMENT TO CORRECT A MAPPING ERROR AND MODIFY THE LAND USE DESIGNATIONS FOR FOUR PROPERTIES WITHIN THE ANNEXATION AREA TO BETTER ALIGN PLANNED LAND USES WITH EXISTING AND ENTITLED USES ON THE PROPERTIES.

MEETING DATE: OCTOBER 14, 2015

SUMMARY RECOMMENDATION:

That the City Council adopt Council Resolution No. 2015-1481 (Attachment A) amending the Calabasas 2030 General Plan as necessary to correct a mapping error and modify the land use designations for four properties within the Craftsman's Corner annexation territory; and introduce Ordinance No. 2015-329 (Attachment C) pre-zoning the territory consistent with the policies of the Calabasas 2030 General Plan and as required by LAFCO.

BACKGROUND:

On December 11, 2013, City Council held a noticed public hearing to consider initiating annexation of an adjoining unincorporated territory located north of the City known as Craftsman's Corner. Following the hearing, the City Council adopted Resolution No. 2013-1393 (see Attachment B), requesting that the Local Agency Formation Commission of Los Angeles County (LAFCO) amend the sphere of influence and consider approval of a reorganization of territory to include

annexation of eighty-four parcels and a portion of the Ventura Freeway (Highway 101) right-of-way. The proposed annexation area is included in the City's Plan Area Boundary as shown in the 2030 General Plan and is specifically identified for annexation in the Plan. The anticipated land uses are included within the Land Use Element (see Attachment F for the General Plan Land Use Plan Map). However, in a few instances the identified land uses for certain parcels has since been discovered to be inconsistent with the existing land uses or entitlements for the properties, and one property had been inadvertently omitted altogether from the map; for that reason a General Plan Amendment has been prepared for consideration by the City Council.

On November 24, 2014, the City of Hidden Hills City Council voted in favor of supporting a joint effort to reorganize the jurisdictional boundaries between the two neighboring cities, with this action having been documented in the form of a letter signed by the Hidden Hills City Manager on Dec. 10, 2014 (see Attachment E). On December 10, 2014 Calabasas Planning staff submitted to the Los Angeles County Local Agency Formation Commission (LAFCO) an official application to amend the sphere of influence (SOI) for the City of Calabasas and consider approval of a reorganization of territory to include annexation of the subject properties to the City of Calabasas, and an attendant annexation of four properties to the City of Hidden Hills. The reason for including the City of Hidden Hills as a part of this effort is two-fold: 1) in order for the SOI for Calabasas to be enlarged to encompass the Craftsman's Corner territory, LAFCO must also approve an amendment to the Hidden Hills SOI by removing the subject territory from the Hidden Hills SOI; and, 2) annexation of the Craftsman's Corner territory to Calabasas does not include four parcels which secure roadway access and other services from within the City of Hidden Hills, and such remnant properties may not be left as unincorporated islands (per annexation regulations and policies as promulgated under LAFCO); thus, the four remnant parcels are being annexed to the City of Hidden Hills coincidental to the Calabasas annexation effort.

On October 1, 2015 the Planning Commission reviewed this project pursuant to CMC Section 17.76.030 (Amendments to the General Plan and Development Code), which stipulates that the Planning Commission shall render a recommendation of approval or disapproval to the City Council regarding proposed amendments to the General Plan or Development Code. The Commission conducted the public hearing and then rendered a decision to recommend approval of the proposed amendments to the General Plan and the Development Code (specifically, the official zoning map) by unanimously (4-0 vote) approving Planning Commission Resolution No. 2015-599 (see Attachment D).

STAFF ANALYSIS:

Prior to any consideration by LAFCO of the City’s application, the City is required to: (1) amend the General Plan, as necessary, to align the mapped annexation area (e.g., the City’s Plan Area Boundary) with the territory identified in the LAFCO application; and, (2) pre-zone the subject territory.

General Plan Amendment:

Municipal boundaries and the City’s annexation approach are discussed in Chapter II.A of the City’s General Plan. Established in Figure II-1 of Chapter II (see again Attachment F) is a Plan Area Boundary Map which includes all properties within the City’s jurisdiction and all potential annexation areas. The Craftsman’s Corner territory is shown within the City’s Plan Area Boundary as defined in Figure II-1. However, one parcel was inadvertently omitted when the map was prepared, and three other properties were identified with proposed land use designations which were not appropriately aligned with the land uses or entitlements already in place for those properties. Consequently, an amendment to the General Plan is appropriate and necessary.

An amended General Plan Figure II-1 (see Attachment G) reflects the proposed General Plan land use designations for all parcels in the subject territory slated to annex to City of Calabasas. The land use designations are unchanged for roughly 90% of the territory, with re-designated land uses for four properties (five APNs) as summarized in the following table.

Proposed Land Use Plan Amendments

APN	Current Use	Current County Zoning	Proposed Zoning	Reason for Plan Amendment
2049-022-031	Equestrian Facility	C-R	Rural Residential (RR)	To align the GP designation with the existing use. (Equestrian uses are conditionally allowed in RR)
2049-022-032	Pet Cemetery	M-2-DP	Commercial Limited (CL)	To align the GP designation with the existing use. (Cemetery uses are conditionally allowed in CL)
2049-022-040	Vacant but entitled in 2015 for storage facility	M-1	CMU 0.95	To align the GP designation with the existing entitlement, and with adjoining designated lands.
2049-043-900	LVMWD Water Storage Tank	OS	Public Facility (PF)	To align the GP designation with the existing use.
2049-005-901	LVMWD Water Storage Tank	OS	Public Facility (PF)	To align the GP designation with the existing use.

Zoning Map Amendment/Pre Zone:

As was previously mentioned, prior to LAFCO consideration of an application for annexation, the annexing local jurisdiction is required by law to pre-zone the proposed annexation area in accordance with the agency’s adopted General Plan. Although pre-zoning of properties located outside the City limits is not expressly discussed in the Development Code, the most appropriate means of pre-zoning the subject territory is to amend the City’s Official Zoning Map. Therefore, the mechanism put forth for consideration by the City Council is a proposed amendment to the City’s Official Zoning Map, as indicated in the attached City Council Ordinance (Attachment C). The pre-zoning map (which is also attached to the City Council Ordinance) is found at Attachment H. This is the same approach used for pre-zoning the Mont Calabastas annexation area in 2009, pre-zoning of the Mountain View Estates annexation area in 2010 (*NOTE: the Mountain View Estates*

annexation application has since been withdrawn), and pre-zoning of the West Calabasas Road annexation area in 2014.

The current County of Los Angeles zoning for the five subject parcels is reflected in the Los Angeles County North Area Plan; a portion of the North Area Plan Land Use Map is reproduced as Attachment I. The proposed zoning designations correspond to the proposed General Plan land use designations discussed in the previous section. The current and proposed zoning and land use designations for each individual parcel within the proposed annexation territory are listed in Appendix A of Attachment J (*Second Addendum to the Calabasas General Plan Final EIR*).

For the few remaining undeveloped properties and for existing developed properties over the long term (as they eventually reach a point of obsolescence and go through redevelopment), the proposed zoning districts will ensure ongoing viability of the existing land use pattern and will promote rational and cohesive future development patterns, consistent with the goals and policies of the General Plan. Additionally, each of the developed commercial properties will continue to be governed by the conditions of approval for any Conditional Use Permits, variances, or other discretionary approvals issued by the County. Conditional Use Permits, for example, run with the land and all associated permissions, restrictions and mitigations (e.g., height limits, FAR, conditions of approval, etc.) will likewise carry forward and remain in effect even following a successful annexation of the properties.

By reinforcing the City's General Plan, the pre-zoning effort will satisfy LAFCO requirements for ensuring continuity of land use regulation as control would transition from Los Angeles County to the City of Calabasas. While the annexation remains pending before LAFCO, the pre-zoning will not affect the land uses nor modify existing land development requirements for the properties within the proposed annexation area; the Los Angeles County designations and requirements will remain in place and in full effect, and Los Angeles County will continue to administer any new zoning and building applications for properties in the subject territory. Likewise, the Los Angeles County zoning will continue unaffected should the proposal not ultimately be approved by LAFCO. Commensurate with California law, the proposed Craftsman's Corner Reorganization (annexation) is subject to further public hearings and review by both the Calabasas and Hidden Hills respective City Councils, and ultimately by LAFCO. When being considered by LAFCO, the merits of the proposal may or may not prevail and the particulars of any individual property's pre-zoning will have no bearing on the outcome.

REQUIRED FINDINGS:

The findings required in Sections 17.76.050(A) (General Plan Amendment), and 17.76.050(B) (Zoning Map Amendment) of the Calabasas Municipal Code are contained within Resolution No. 2015-1481 and Ordinance No. 2015-329, respectively (Attachments A and C).

ENVIRONMENTAL REVIEW:

The City of Calabasas prepared a comprehensive General Plan update in 2008 (The Calabasas 2030 General Plan), for which the City also prepared and adopted a Final Environmental Impact Report, a copy of which may be accessed on the City website (<http://www.cityofcalabasas.com/pdf/documents/gpac/CalabasasGP-EIR-FINAL.pdf>). A Second Addendum to the General Plan Final EIR has been prepared for this project in accordance with CEQA and the CEQA Guidelines (see Attachment J). This Addendum analyzes the potential environmental effects of the proposed General Plan Amendment and pre-zoning of the 164-acre territory known as Craftsman’s Corner, with anticipated actions by both the City of Calabasas (for most of the affected territory) and the City of Hidden Hills (for four ‘remainder’ parcels totaling approximately 12 acres). This EIR Addendum describes the details of the proposed pre-zoning and the attendant General Plan Amendment which corrects land use designations for four properties in the annexation territory, and compares its impacts to those identified in the General Plan Final EIR. The analysis demonstrates that the proposed General Plan Amendment and Pre-zoning are consistent with the previously certified General Plan Final EIR, and concludes that the minor changes to the territory map and revised land use designations for four existing developed or entitled properties do not introduce any new previously unidentified environmental impacts, nor increase any previously identified environmental impacts to a level of significance.

FISCAL IMPACTS:

Although fiscal impacts are anticipated in regard to the overall annexation effort, no fiscal impacts will result from the limited actions (General Plan amendment and pre-zoning) recommended in this report.

RECOMMENDATION:

That the City Council adopt Council Resolution No. 2015-1481 amending the Calabasas 2030 General Plan to correct a mapping error and modify the land use designations for four properties within the Craftsman’s Corner annexation territory; and introduce Ordinance No. 2015-329 pre-zoning the territory consistent with the policies of the Calabasas 2030 General Plan and as required by LAFCO.

ATTACHMENTS:

- Attachment A: City Council Resolution No. 2015-1481
- Attachment B: City Council Resolution No. 2013-1393
- Attachment C: Ordinance No. 2015-329
- Attachment D: Planning Commission Resolution No. 2015-599
- Attachment E: City of Hidden Hills Letter of Support dated Dec. 10, 2014
- Attachment F: General Plan Land Use Map (Existing)
- Attachment G: General Plan Land Use Map (proposed amendment)
- Attachment H: Pre-Zone Map
- Attachment I: North Area Plan Land Use Map
- Attachment J: Second Addendum to General Plan EIR

RESOLUTION NO. 2015-1481

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA APPROVING A GENERAL PLAN AMENDMENT ASSOCIATED WITH THE CRAFTSMAN'S CORNER TERRITORY IN CONFORMANCE WITH THE LAND USE POLICIES OF THE CITY OF CALABASAS 2030 GENERAL PLAN AND IN COORDINATION WITH A PENDING APPLICATION TO THE LOS ANGELES COUNTY LOCAL AREA FORMATION COMMISSION SEEKING ANNEXATION OF THE TERRITORY.

Section 1. The City Council has considered all of the evidence submitted into the administrative record which includes, but is not limited to:

1. Agenda reports prepared by the Community Development Department staff.
2. Staff presentation at the public hearing held on October 14, 2015 before the City Council.
3. The City of Calabasas Land Use and Development Code, 2030 General Plan, and all other applicable regulations and codes.
4. Public comments, both written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the proposal.
5. All related documents received and/or submitted at or prior to the public hearing.

Section 2. Based on the foregoing evidence, the City Council finds that:

1. Notice of the October 14, 2015 City Council public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market, the Agoura Hills/Calabasas Community Center and at Calabasas City Hall.
2. Notice of the October 14, 2015 City Council public hearing was provided to property owners within the subject territory and within 500 feet of the territory, as shown on the latest equalized assessment roll.
3. Notice of the October 14, 2015 City Council public hearing included the notice requirements set forth in Government Code Section 65009 (b) (2).

4. The project site is currently located in unincorporated territory in the County of Los Angeles.
5. The current zoning designations of the subject parcels (per Los Angeles County) are: Commercial Planned Development (CPD); Commercial Recreation (C-R); Light Manufacturing (M-1); Heavy Manufacturing (M-2-DP); Heavy Agricultural (A-2-1 and A-2-2); and Open Space (O-S) for the LVMWD water tank property.

Section 3. In view of all of the evidence and based on the foregoing findings, the City Council concludes as follows:

FINDINGS

Section 17.76.050 (A) of the Calabasas Municipal Code (CMC) allows the City Council to approve an amendment to the General Plan, following review and consideration of the proposed amendment(s) by the Planning Commission at a public hearing, provided that the following findings are made:

1. *The proposed amendment is internally consistent with the General Plan;*

The proposed annexation territory is specifically discussed and identified within the Calabasas 2030 General Plan. Policy II-4 in the General Plan states as follows: "Specifically pursue annexation of the Craftsman's Corner area in unincorporated Los Angeles County, north of the Ventura Freeway and east of Parkway Calabasas. Within the area, facilitate a mix of commercial, institutional, and residential uses, potentially with a focus on creative and/or performing arts." The proposed General Plan Amendment corrects land use designations for four properties in the annexation territory. These four properties were either not previously included in the Calabasas General Plan or were given a land use designation that does not align with the existing or entitled use. However, they are already fully developed or otherwise entitled for development (with supporting CEQA review and documentation), and they represent a very small area compared to the size of the Craftsman's Corner territory which was previously analyzed in the General Plan EIR. The proposed General Plan amendment does not grant additional entitlements for anticipated development beyond what already exists or is entitled for development, nor beyond what was evaluated in the General Plan EIR.

The proposed land use designations of RR, PF-I, B-LI, and MU reflect the current land use patterns of the subject properties and the vested entitlements for the developed parcels, as accommodated under the jurisdiction of Los Angeles County. Additionally, the proposed land use designations for these four parcels, comprising residential, institutional, and commercial uses, are consistent with

the mix of land uses identified in the General Plan as appropriate for the Craftsman Corner area. This is consistent with the statement on Page II-2 of the General Plan, which states, "... land uses in the areas being considered for future annexation would not be expected to change upon annexation." Given that the existing land use pattern will be retained and strengthened, with no further intensification of use, the General Plan Amendment is also consistent with Policy II-7 of the General Plan, which states "For any annexation territory, all vested entitlements shall be recognized and retained by the City upon annexation, unless otherwise revised by mutual agreement of the City and the affected property owners, such that any revisions to vested entitlements will result in improved development patterns and conditions having less environmental impact." The vested entitlements associated with the developed parcels will be retained.

General Plan Policy II-5 states that, "annexed areas must demonstrate a positive relationship between service costs and the revenues that will be generated subsequent to annexation for areas involving properties which are not schools, open space or other public facilities" (p. II-3). A total of 164 acres, including 84 parcels and adjoining CalTrans ROW would annex to the City of Calabasas. The collective assessed valuation for the territory is approximately \$160,000,000 (per 2014 L. A. County Tax Assessor records), which is expected to generate approximately \$75,000 in annual property tax to the City. Additionally, a limited number of retail commercial establishments operate from several properties located within the annexation territory, and a portion of the sales tax collected from these businesses would also accrue to the City, pending approval of the tax exchange agreement with the County of Los Angeles. Development projects which would be proposed and processed in the future would pay fees and deposits to cover costs of processing. Consequently, the anticipated revenues are expected to be sufficient to handle future service costs, consistent with the General Plan policy.

For the reasons stated above, the proposed General Plan Amendment meets this finding.

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

The proposed General Plan amendments will not be detrimental to public interest, health, safety, convenience, or welfare because no changes in landforms or land uses are proposed as a part of this project, and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety.

The subject territory includes approximately 24 acres of public street rights-of-way which is improved with a limited-access freeway (the Ventura Freeway), and several public streets with sidewalks, light fixtures and storm drains. The Ventura Freeway will be unaffected by this action and will continue to be maintained by CalTrans; local roadways will transition to the Calabasas Department of Public Works. The General Plan amendment will not affect these facilities.

In addition to zoning standards applicable to specific properties which will govern off-street parking, loading, lighting, building separations, building heights, and landscaping, any future development in the territory will be governed by policies within the Calabasas General Plan Safety Element, as well as the locally adopted and administered provisions of the California Building Code in regard to appropriate engineering and construction to ensure public safety.

For these reasons, the proposed project meets this finding.

3. *The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested/anticipated land use development(s); and*

The subject territory is physically suitable for the requested General Plan land use designations because the project involves the annexation of existing developed parcels with associated roadway, sewer, and water infrastructure in place, and because the proposed land use designations are consistent with the existing land uses or entitled land uses on each of the four parcels for which the General Plan Amendments are proposed. The proposed land use designations will ensure preservation of the existing land use pattern. Given these circumstances, the proposed project meets this finding.

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

The City of Calabasas prepared a comprehensive General Plan update in 2008 (The Calabasas 2030 General Plan), for which the City also prepared and adopted a Final Environmental Impact Report. A Second Addendum to the General Plan EIR has been prepared for this project in accordance with CEQA guidelines. This Addendum analyzes the potential environmental effects of the proposed General Plan Amendment and pre-zoning of the territory known as Craftsman's Corner. This Addendum describes the details of the proposed pre-zoning of a 164-acre territory known as Craftsman's Corner, and the attendant General Plan Amendment which corrects land use designations for four properties in the annexation territory, and compares its impacts to those

identified in the General Plan EIR. The analysis demonstrates that the proposed General Plan Amendment and Pre-zoning are consistent with the previously certified General Plan EIR, with the exception of minor changes to the territory map and land use designations for four previously developed or entitled properties. This addendum concludes that, the proposed revision would have no new significant environmental effects. Therefore, the project meets this finding.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the City Council of the City of Calabasas hereby adopts this resolution to amend the Calabasas 2030 General Plan as depicted in Attachment G of the staff report.

Section 5. All documents described in Section 1 of Resolution No. 2015-1481 are deemed incorporated by reference as set forth at length.

CITY COUNCIL RESOLUTION NO. 2015-1481 PASSED, APPROVED AND ADOPTED this 14th day of October, 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

RESOLUTION NO. 2013-1393

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS INITIATING PROCEEDINGS AND REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF LOS ANGELES COUNTY TO AMEND THE SPHERE OF INFLUENCE AND TO CONSIDER APPROVAL OF A REORGANIZATION OF TERRITORY WHICH INCLUDES ANNEXATION OF THE CRAFTSMAN'S CORNER AREA TO THE CITY OF CALABASAS.

- WHEREAS, The City Council desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, to annex territory to the City of Calabasas;
- WHEREAS, The area to be annexed, Craftsman's Corner, is within the City's planning area as defined in the 2030 General Plan, and was analyzed in the 2030 General Plan Environmental Impact Report;
- WHEREAS, Policy No. II-4 in the 2030 General Plan states: "Specifically pursue annexation of the Craftsman's Corner Area within unincorporated Los Angeles County";
- WHEREAS, The Los Angeles County North Area Plan, as adopted by the Los Angeles County Board of Supervisors On October 24, 2000, supports the annexation of lands directly adjacent to incorporated cities, where primary access and services, such as parks, are provided through the city (Policy No. III-9);
- WHEREAS, The Craftsman's Corner area is contiguous to the City of Calabasas, and secures access and services, including parks and library services, primarily from the City of Calabasas;
- WHEREAS, On December 10, 2008, the City Council, following a duly noticed public hearing and after due study and deliberation, found that the proposed land use designations of Commercial – Mixed Use, Business – Business Park, Open Space, and Rural Residential are appropriate for the subject area and adopted these designations as part of the 2030 General Plan for the City of Calabasas; and,

WHEREAS, The reasons for this proposal are to provide municipal services to this area, allow participation in municipal affairs, and promote orderly governmental boundaries, consistent with the provisions of California law and the land use and development policies of the County of Los Angeles and the City of Calabasas;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:


Section 1. The City Council hereby requests the Local Agency Formation Commission of Los Angeles County amend the Sphere of Influence for the City of Calabasas to include the Craftsman Corner territory, as illustrated on Exhibit A, and to amend the corresponding Sphere of Influence for the City of Hidden Hills to exclude this same territory.

Section 2. The City Council hereby requests the Local Agency Formation Commission of Los Angeles County process a reorganization encompassing the City of Calabasas, the City of Hidden Hills, and the unincorporated territory of the County of Los Angeles, such that: 1) approximately 146 acres of territory comprised of 84 parcels currently within the unincorporated Los Angeles County area would be annexed to the City of Calabasas; and, 2) approximately 12.3 acres of territory comprised of four parcels currently within the unincorporated Los Angeles County area would be annexed to the City of Hidden Hills, as shown on Exhibit A.

Section 3. Based on the foregoing statements of findings and conclusions, the City Council hereby initiates the annexation of the Craftsman's Corner territory, as shown on Exhibit A, attached hereto and made a part hereof, and requests the Local Agency Formation Commission of Los Angeles County to take proceedings as authorized and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, as amended.

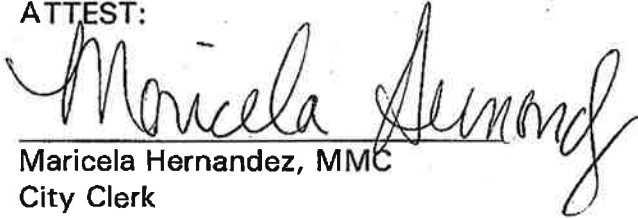
Section 4. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 11th day of December, 2013.



Fred Gaines, Mayor

ATTEST:



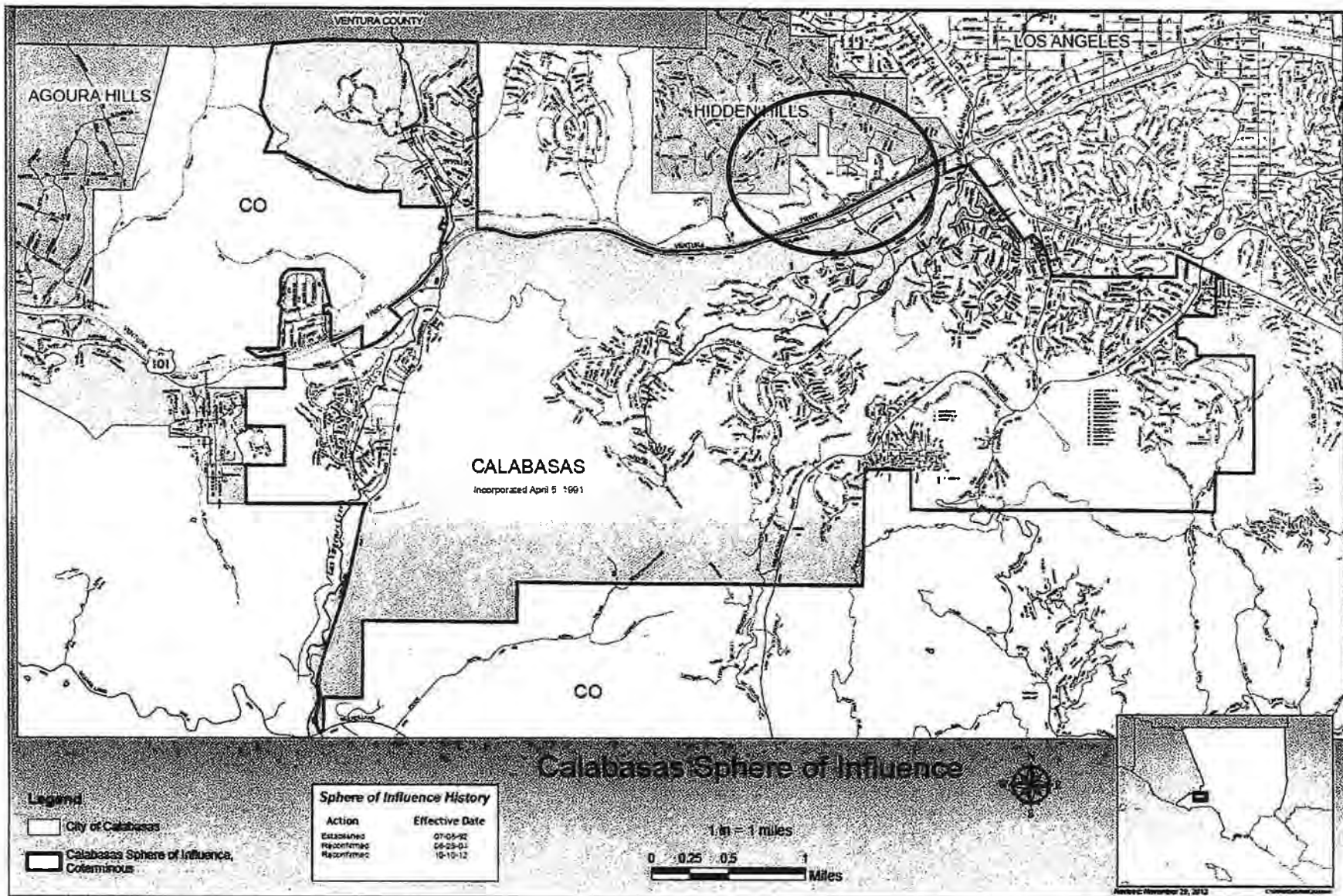
Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

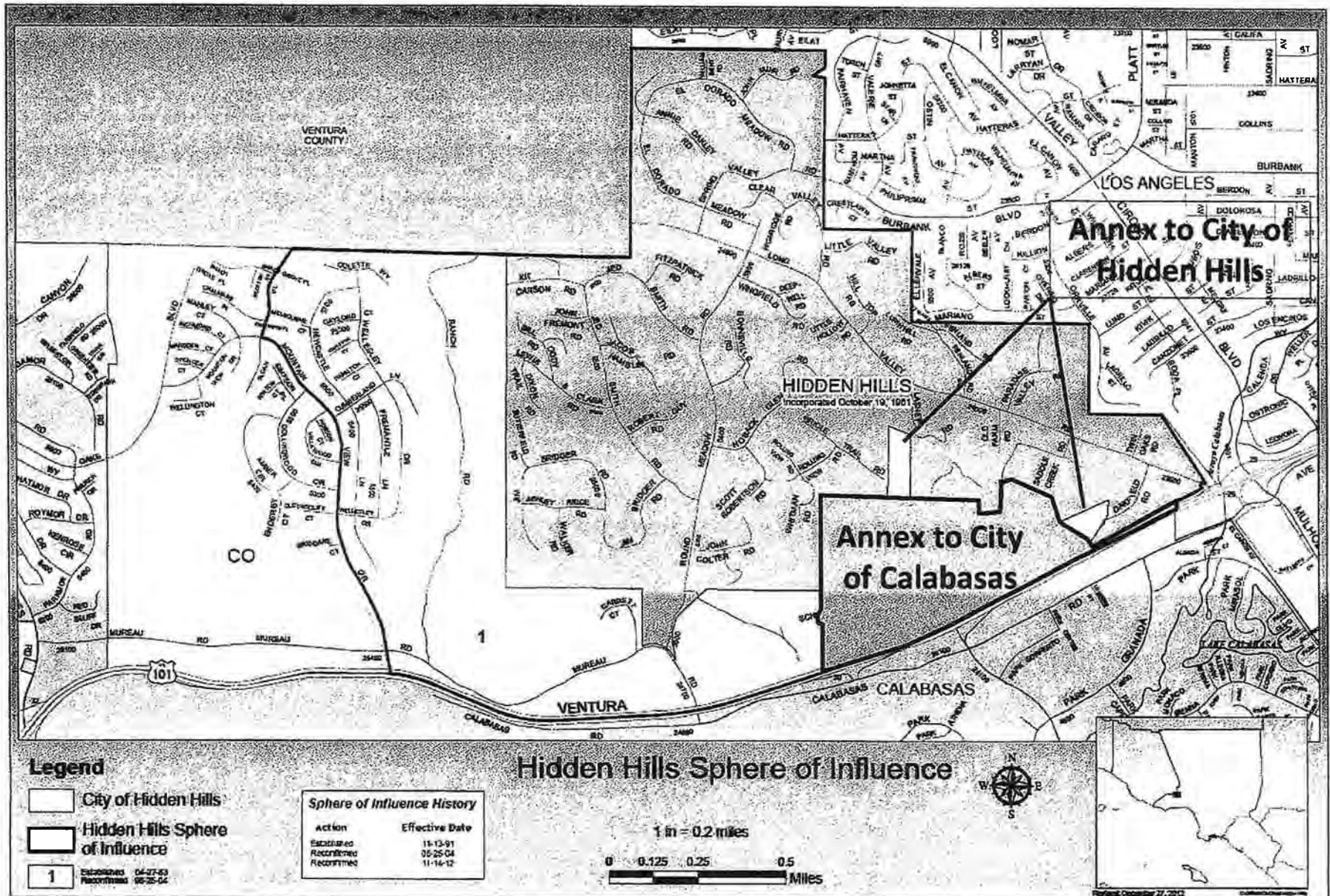


Scott H. Howard, City Attorney

Proposed Annexation of Craftsman's Corner



Proposed Craftsman's Corner Annexation



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF CALABASAS)

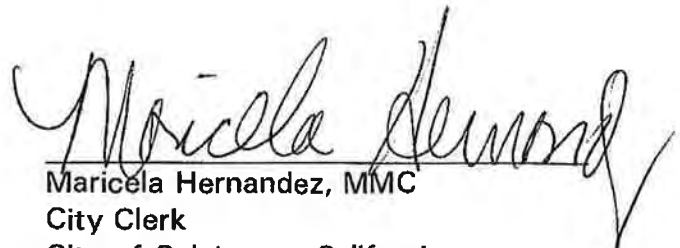
I, **MARICELA HERNANDEZ, MMC**, City Clerk of the City of Calabasas, California, **DO HEREBY CERTIFY** that the foregoing resolution, being **Resolution No. 2013-1393** was duly adopted by the City Council of the City of Calabasas, at a regular meeting of the City Council held December 11, 2013, and that it was adopted by the following vote, to wit:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.


Maricela Hernandez, MMC
City Clerk
City of Calabasas, California

ORDINANCE NO. 2015-329

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING FILE NO. 150001219, THE PRE-ZONING OF THE CRAFTSMAN'S CORNER TERRITORY IN CONFORMANCE WITH THE LAND USE POLICIES OF THE CALABASAS 2030 GENERAL PLAN AND IN COORDINATION WITH SUBMISSION OF AN APPLICATION TO THE LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION SEEKING ANNEXATION OF THE CRAFTSMAN'S CORNER AREA TO THE CITY OF CALABASAS.

WHEREAS, the City Council of the City of Calabasas, California ("the City Council") has considered all of the evidence, including, but not limited to, the City Planning Commission Resolution, Planning Division staff report and attachments, and public testimony, before making a final decision on October 14, 2015; and

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

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

WHEREAS, the proposed action complies with the provisions of the California Environmental Quality Act (CEQA) because a Second Addendum to the General Plan EIR was prepared, which analyzed the potential environmental effects of the proposed General Plan Amendment and pre-zoning and concluded that the amendment and pre-zoning would not introduce any previously unforeseen or unanalyzed significant environmental impacts.

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

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

- A. Notice of the October 14, 2015 City Council public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market, Agoura Hills/Calabasas Community Center, and at Calabasas City Hall.
- B. Notice of the October 14, 2015 City Council public hearing was posted in the *Las Virgenes Enterprise* ten (10) days prior to the hearing.

- C. Notice of the October 14, 2015 City Council public hearing was mailed or delivered at least ten (10) days prior to the hearing to the property owners, and to property owners of land located within 500 feet of the subject area.
- D. Notice of the October 14, 2015 City Council public hearing included the information set forth in Government Code Section 65009 (b)(2).
- E. Following a public hearing on October 1, 2015, the Planning Commission approved Resolution No. 2015-599 recommending approval of the proposed Pre-zoning (File No. 150001219).

Section 2. In view of all the evidence and based on the following findings and conclusions, the City Council hereby approves the Pre-zoning of the Craftsman’s Corner area (File No. 150001219), as shown on the attached map (Attachment 1), for the purpose of establishing applicable zoning districts in accordance with the land use policies of the Calabasas 2030 General Plan, in coordination with submission of an application to the Los Angeles County Local Agency Formation Commission seeking annexation of the Craftsman’s Corner area to the City of Calabasas.

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

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

This Ordinance is not effective unless and until the associated General Plan Amendment is adopted by City Council. The associated General Plan Amendment will correct a mapping error and modify the land use designations for four properties to better align planned land uses with existing and entitled uses on the properties. These land use designations will correspond with the proposed pre-zoning designations for each parcel within the subject territory. Accordingly, if this Ordinance becomes effective, the proposed pre-zoning will be consistent with the General Plan as provided in that Amendment.

The proposed pre-zoning designations reflect the current land use patterns of the subject properties and the vested entitlements for the developed parcels, as accommodated under the jurisdiction of Los Angeles County. This is consistent with the statement on Page II-2 of the General Plan, which states, “... *land uses in the areas being considered for future annexation would not be expected to change upon annexation.*” Given that the existing land use pattern will be retained, with no further intensification of use, the pre-zoning is also consistent with Policy II-7 of the General Plan, which states “*For any annexation territory,*

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

The requested pre-zoning is a requirement for annexation of the subject territory, and the annexation is consistent with the Calabasas 2030 General Plan because the General Plan specifically identified the Craftsman's Corner area for annexation to the City. General Plan policy No. II-4 states: "*Specifically pursue annexation of the Craftsman's Corner area in unincorporated Los Angeles County, north of the Ventura Freeway and east of Parkway Calabasas. Within this area, facilitate a mix of commercial, institutional, and residential uses, potentially with a focus on creative and/or performing arts.*" Furthermore, the General Plan Land Use Map and Figure IX-4 within the Community Design Element of the General Plan portray the Craftsman's Corner area as a planned annexation with anticipated land uses and an overall design concept; and the General Plan EIR included the Craftsman's Corner territory as part of the analyses and discussions of potential environmental impacts under CEQA.

Policy II-5 in the Calabasas General Plan states that, "*annexed areas must demonstrate a positive relationship between service costs and the revenues that will be generated subsequent to annexation for areas involving properties which are not schools, open space or other public facilities*" (p. II-3). A total of 164 acres, including 84 privately owned parcels and adjoining CalTrans ROW would annex to the City of Calabasas. The collective assessed valuation for the territory is approximately \$160,000,000 (per 2014 L. A. County Tax Assessor records), which is expected to generate approximately \$75,000 in annual property tax to the City. Additionally, a limited number of retail commercial establishments operate from several properties located within the annexation territory, and a portion of the sales tax collected from these businesses would also accrue to the City, pending approval of the tax exchange agreement with the County of Los Angeles.

Additionally, consistent with General Plan policies II-1 and II-2, the proposed annexation effort is being coordinated with the neighboring City of Hidden Hills in regard to respective Sphere of Influence boundary adjustments, and the effort is being accomplished following extensive community outreach (to include three public meetings) with area residents and landowners who have collectively expressed interest in the annexation.

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

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

The proposed pre-zoning will not be detrimental to public interest, health, safety, convenience, or welfare of the City because no changes in landforms or land uses are proposed as a part of this pre-zoning, and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety.

The subject territory includes approximately 24 acres of public street rights-of-way which is improved with a limited-access freeway and several public streets with sidewalks, light fixtures and storm drains. The Ventura Freeway will be unaffected and will continue to be maintained by CalTrans; local roadways will transition to the Calabasas Department of Public Works. Pre-zoning of lands will not affect these facilities.

In addition to zoning standards applicable to specific properties which will govern off-street parking, loading, lighting, building separations, building heights, and landscaping, any future development in the territory will be governed by policies within the Calabasas General Plan Safety Element, as well as the locally adopted and administered provisions of the California Building Code in regard to appropriate engineering and construction to ensure public safety.

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

The City of Calabasas prepared a comprehensive General Plan update in 2008 (The Calabasas 2030 General Plan), for which the City also prepared and adopted a Final Environmental Impact Report. A Second Addendum to the General Plan EIR has been prepared for this project in accordance with CEQA and the CEQA guidelines. This Addendum analyzes the potential environmental effects of the proposed General Plan Amendment and pre-zoning of the territory known as Craftsman's Corner. The Addendum describes the details of the proposed pre-zoning of a 164-acre territory known as Craftsman's Corner, and the attendant General Plan Amendment which corrects land use designations for four properties in the annexation territory, and compares its impacts to those identified in the General Plan Final EIR. The analysis demonstrates that the proposed General Plan Amendment and Pre-zoning are consistent with the previously certified General Plan EIR, with the exception of minor changes to the territory map and land use designations for four previously developed or entitled properties. Changing the land use designations for these four properties is not a substantial change in the project as previously analyzed in the General Plan EIR. The Addendum concludes that the General Plan Amendment and Pre-zoning do

not introduce any previously unforeseen or unanalyzed significant environmental impacts, will not render any mitigation measures in the General Plan EIR ineffective, nor are any impacts already identified and analyzed within the General Plan EIR elevated to a level of significance by the project. Accordingly, the City Council concludes that a supplemental EIR is not required and that the project meets this finding.

4. *The territory proposed for the pre-zoning is physically suitable (including, but not limited to, access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses.*

The territory proposed for the pre-zoning is physically suitable for the requested zoning designations because it involves the annexation of existing developed parcels with associated roadway, sewer, and water infrastructure in place, and because the proposed pre-zoning designations are consistent with the existing land uses on each of the 84 parcels in the proposed annexation territory. The proposed zoning districts will ensure preservation of the existing land use pattern, while also enabling long-term redevelopment of the area over time as existing structures reach the end of their useful life. Given these circumstances, the proposed pre-zoning meets this finding.

Section 3. Severability Clause:

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

Section 4. Effective Date:

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

Section 5. Certification:

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

PASSED, APPROVED AND ADOPTED , 2015.

Lucy M. Martin, Mayor

ATTEST:

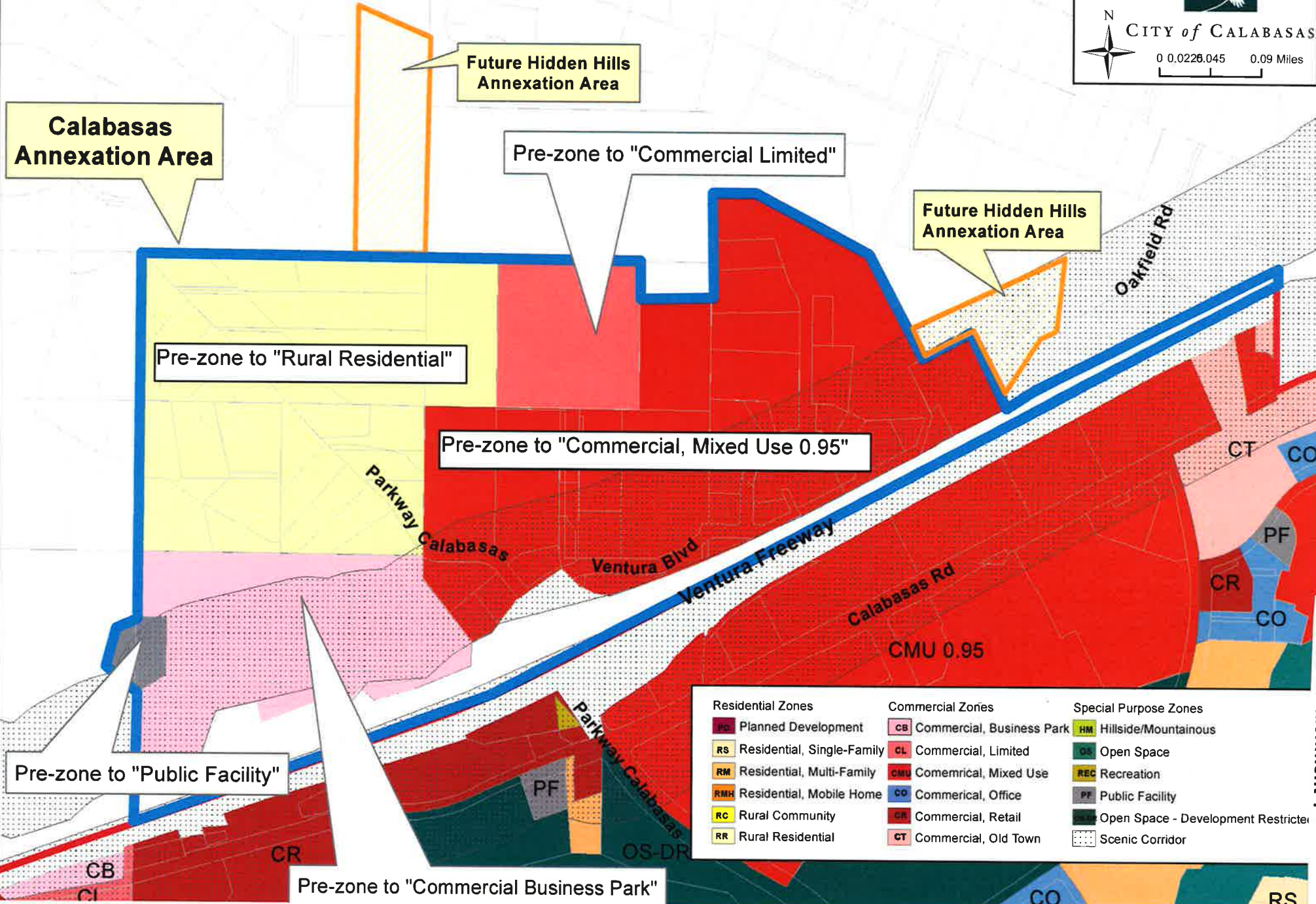
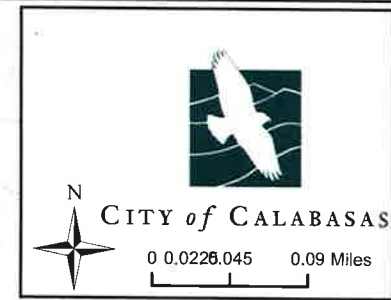
Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott Howard, City Attorney

Attachment 1: Pre-zone Map

Craftsman's Corner Pre-zone Map for the City of Calabasas



Calabasas
Annexation Area

Future Hidden Hills
Annexation Area

Pre-zone to "Commercial Limited"

Future Hidden Hills
Annexation Area

Pre-zone to "Rural Residential"

Pre-zone to "Commercial, Mixed Use 0.95"

Pre-zone to "Public Facility"

Pre-zone to "Commercial Business Park"

Residential Zones	Commercial Zones	Special Purpose Zones
PD Planned Development	CB Commercial, Business Park	HM Hillside/Mountainous
RS Residential, Single-Family	CL Commercial, Limited	OS Open Space
RM Residential, Multi-Family	CMU Commercial, Mixed Use	REC Recreation
RMH Residential, Mobile Home	CO Commercial, Office	PF Public Facility
RC Rural Community	CR Commercial, Retail	OS-DR Open Space - Development Restricted
RR Rural Residential	CT Commercial, Old Town	SC Scenic Corridor

**PLANNING COMMISSION
RESOLUTION NO. 2015-599**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALABASAS RECOMMENDING TO THE CITY COUNCIL APPROVAL OF FILE NO. 150001219, GENERAL PLAN AMENDMENTS AND AN ORDINANCE APPROVING THE PRE-ZONING OF THE CRAFTSMAN'S CORNER TERRITORY IN CONFORMANCE WITH THE LAND USE POLICIES OF THE CITY OF CALABASAS 2030 GENERAL PLAN AND IN COORDINATION WITH SUBMISSION OF AN APPLICATION TO THE LOS ANGELES COUNTY LOCAL AREA FORMATION COMMISSION SEEKING ANNEXATION OF THE CRAFTSMAN'S CORNER TERRITORY.

Section 1. The Planning Commission has considered all of the evidence submitted into the administrative record which includes, but is not limited to:

1. Agenda reports prepared by the Community Development Department staff.
2. Staff presentation at the public hearing held on October 1, 2015 before the Planning Commission.
3. The City of Calabasas Land Use and Development Code, 2030 General Plan, and all other applicable regulations and codes.
4. Public comments, both written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the proposal.
5. All related documents received and/or submitted at or prior to the public hearing.

Section 2. Based on the foregoing evidence, the Planning Commission finds that:

1. Notice of the October 1, 2015 Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's market, the Agoura Hills/Calabasas Community Center and at Calabasas City Hall.

2. Notice of the October 1, 2015 Planning Commission public hearing was provided to property owners within 500 feet of the property as shown on the latest equalized assessment roll.
3. Notice of the October 1, 2015 Planning Commission public hearing included the notice requirements set forth in Government Code Section 65009 (b) (2).
4. The project site is currently located in unincorporated territory in the County of Los Angeles.
5. The current zoning designations of the subject parcels (per Los Angeles County) are: Commercial Planned Development (CPD); Commercial Recreation (C-R); Light Manufacturing (M-1); Heavy Manufacturing (M-2-DP); Heavy Agricultural (A-2-1 and A-2-2); and Open Space (O-S) for the LVMWD water tank property.

Section 3. In view of all of the evidence and based on the following findings, the Planning Commission concludes as follows:

FINDINGS

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

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

This Ordinance is not effective unless and until the associated General Plan Amendment is adopted by City Council. The associated General Plan Amendment will correct a mapping error and modify the land use designations for four properties to better align planned land uses with existing and entitled uses on the properties. These land use designations will correspond with the proposed pre-zoning designations for each parcel within the subject territory. Accordingly, if this Ordinance becomes effective, the proposed pre-zoning will be consistent with the General Plan as provided in that Amendment.

The proposed pre-zoning designations reflect the current land use patterns of the subject properties and the vested entitlements for the developed parcels, as accommodated under the jurisdiction of Los Angeles County. This is consistent with the statement on Page II-2 of the General Plan, which states, "... land uses in the areas being considered for future annexation would not be expected to change upon annexation." Given that the existing land use pattern will be retained, with no further intensification of use, the pre-zoning is

also consistent with Policy II-7 of the General Plan, which states *“For any annexation territory, all vested entitlements shall be recognized and retained by the City upon annexation, unless otherwise revised by mutual agreement of the City and the affected property owners, such that any revisions to vested entitlements will result in improved development patterns and conditions having less environmental impact.”* The vested entitlements associated with the developed parcels will be retained.

The requested pre-zoning is a requirement for annexation of the subject territory, and the annexation is consistent with the Calabasas 2030 General Plan because the General Plan specifically identified the Craftsman’s Corner area for annexation to the City. General Plan policy No. II-4 states: *“Specifically pursue annexation of the Craftsman’s Corner area in unincorporated Los Angeles County, north of the Ventura Freeway and east of Parkway Calabasas. Within this area, facilitate a mix of commercial, institutional, and residential uses, potentially with a focus on creative and/or performing arts.”* Furthermore, the General Plan Land Use Map and Figure IX-4 within the Community Design Element of the General Plan portray the Craftsman’s Corner area as a planned annexation with anticipated land uses and an overall design concept; and the General Plan EIR included the Craftsman’s Corner territory as part of the analyses and discussions of potential environmental impacts under CEQA.

Policy II-5 in the Calabasas General Plan states that, *“annexed areas must demonstrate a positive relationship between service costs and the revenues that will be generated subsequent to annexation for areas involving properties which are not schools, open space or other public facilities”* (p. II-3). A total of 164 acres, including 84 privately owned parcels and adjoining CalTrans ROW would annex to the City of Calabasas. The collective assessed valuation for the territory is approximately \$160,000,000 (per 2014 L. A. County Tax Assessor records), which is expected to generate approximately \$75,000 in annual property tax to the City. Additionally, a limited number of retail commercial establishments operate from several properties located within the annexation territory, and a portion of the sales tax collected from these businesses would also accrue to the City, pending approval of the tax exchange agreement with the County of Los Angeles.

Additionally, consistent with General Plan policies II-1 and II-2, the proposed annexation effort is being coordinated with the neighboring City of Hidden Hills in regard to respective Sphere of Influence boundary adjustments, and the effort is being accomplished following extensive community outreach (to include three public meetings) with area residents and landowners who have collectively expressed interest in the annexation.

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

The proposed pre-zoning will not be detrimental to public interest, health, safety, convenience, or welfare because no changes in landforms or land uses are proposed as a part of this pre-zoning, and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety.

The subject territory includes approximately 24 acres of public street rights-of-way which is improved with a limited-access freeway and several public streets with sidewalks, light fixtures and storm drains. The Ventura Freeway will be unaffected and will continue to be maintained by CalTrans; local roadways will transition to the Calabasas Department of Public Works. Pre-zoning of lands will not affect these facilities.

In addition to zoning standards applicable to specific properties which will govern off-street parking, loading, lighting, building separations, building heights, and landscaping, any future development in the territory will be governed by policies within the Calabasas General Plan Safety Element, as well as the locally adopted and administered provisions of the California Building Code in regard to appropriate engineering and construction to ensure public safety.

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

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

The City of Calabasas prepared a comprehensive General Plan update in 2008 (The Calabasas 2030 General Plan), for which the City also prepared and adopted a Final Environmental Impact Report. A Second Addendum to the General Plan EIR has been prepared for this project in accordance with CEQA and the CEQA guidelines. This Addendum analyzes the potential environmental effects of the proposed General Plan Amendment and pre-zoning of the territory known as Craftsman's Corner. The Addendum describes the details of the proposed pre-zoning of a 164-acre territory known as Craftsman's Corner, and the attendant General Plan Amendment which corrects land use designations for four properties in the annexation territory, and compares its impacts to those identified in the General Plan Final EIR. The analysis demonstrates that the proposed General Plan Amendment and Pre-zoning are consistent with the previously certified General Plan EIR, with the exception of minor changes to the territory map and land use designations for four previously developed or entitled properties, and the Addendum concludes that the General Plan Amendment and Pre-zoning do not introduce any previously unforeseen or analyzed significant environmental impacts, nor are any impacts already identified and analyzed within the General Plan EIR elevated to a level of significance by the project. Accordingly, the project

meets this finding.

4. *The territory proposed for the pre-zoning (Zoning Map Amendment) is physically suitable (including, but not limited to, access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses.*

The territory proposed for the pre-zoning is physically suitable for the requested zoning designations because it involves the annexation of existing developed parcels with associated roadway, sewer, and water infrastructure in place, and because the proposed pre-zoning designations are consistent with the existing land uses on each of the 84 parcels in the proposed annexation territory. The proposed zoning districts will ensure preservation of the existing land use pattern, while also enabling long-term redevelopment of the area over time as existing structures reach the end of their useful life. Given these circumstances, the proposed pre-zoning meets this finding.

Section 17.76.050 (A) of the Calabasas Municipal Code (CMC) allows Planning Commission to recommend approval of a proposed General Plan Amendment to the City Council provided that the following findings are made:

1. *The proposed amendment is internally consistent with the General Plan;*

The proposed annexation territory is specifically discussed and identified within the Calabasas 2030 General Plan. Policy II-4 in the General Plan states as follows: *"Specifically pursue annexation of the Craftsman's Corner area in unincorporated Los Angeles County, north of the Ventura Freeway and east of Parkway Calabasas. Within the area, facilitate a mix of commercial, institutional, and residential uses, potentially with a focus on creative and/or performing arts."* The proposed General Plan Amendment corrects land use designations for four properties in the annexation territory. These four properties were either not previously included in either the Hidden Hills or Calabasas General Plans or were given a land use designation that does not align with the existing or entitled use. However, they are already fully developed or otherwise entitled for development (with supporting CEQA review and documentation), and they represent a very small area compared to the size of the Craftsman's Corner territory which was previously analyzed in the General Plan EIR. The proposed General Plan amendment does not grant additional entitlements for anticipated development beyond what already exists or is entitled for development, nor beyond what was evaluated in the General Plan EIR.

The proposed land use designations of RR, PF-I, B-LI, and MU reflect the current land use patterns of the subject properties and the vested entitlements for the developed parcels, as accommodated under the jurisdiction of Los Angeles County. Additionally, the proposed land use

designations for these four parcels, comprising residential, institutional, and commercial uses, are consistent with the mix of land uses identified in the General Plan as appropriate for the Craftsman Corner area. This is consistent with the statement on Page II-2 of the General Plan, which states, "... *land uses in the areas being considered for future annexation would not be expected to change upon annexation.*" Given that the existing land use pattern will be retained and strengthened, with no further intensification of use, the General Plan Amendment is also consistent with Policy II-7 of the General Plan, which states "*For any annexation territory, all vested entitlements shall be recognized and retained by the City upon annexation, unless otherwise revised by mutual agreement of the City and the affected property owners, such that any revisions to vested entitlements will result in improved development patterns and conditions having less environmental impact.*" The vested entitlements associated with the developed parcels will be retained.

Policy II-5 states that, "annexed areas must demonstrate a positive relationship between service costs and the revenues that will be generated subsequent to annexation for areas involving properties which are not schools, open space or other public facilities" (p. II-3). A total of 164 acres, including 84 parcels and adjoining CalTrans ROW would annex to the City of Calabasas. The collective assessed valuation for the territory is approximately \$160,000,000 (per 2014 L. A. County Tax Assessor records), which is expected to generate approximately \$75,000 in annual property tax to the City. Additionally, a limited number of retail commercial establishments operate from several properties located within the annexation territory, and a portion of the sales tax collected from these businesses would also accrue to the City, pending approval of the tax exchange agreement with the County of Los Angeles. Development projects which would be proposed and processed in the future would pay fees and deposits to cover costs of processing. Consequently, the anticipated revenues are expected to be sufficient to handle future service costs, consistent with the General Plan policy.

For the reasons stated above, the proposed General Plan Amendment meets this finding.

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

The proposed General Plan amendments will not be detrimental to public interest, health, safety, convenience, or welfare because no changes in landforms or land uses are proposed as a part of this project, and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety.

The subject territory includes approximately 24 acres of public street rights-of-way which is improved with a limited-access freeway (the Ventura Freeway), and several public streets with sidewalks, light fixtures and storm drains. The Ventura Freeway will be unaffected by this action and will continue to be maintained by CalTrans; local roadways will transition to the Calabasas Department of Public Works. The General Plan amendment will not affect these facilities.

In addition to zoning standards applicable to specific properties which will govern off-street parking, loading, lighting, building separations, building heights, and landscaping, any future development in the territory will be governed by policies within the Calabasas General Plan Safety Element, as well as the locally adopted and administered provisions of the California Building Code in regard to appropriate engineering and construction to ensure public safety.

For these reasons, the proposed project meets this finding.

3. *The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested/anticipated land use development(s); and*

The subject territory is physically suitable for the requested General Plan land use designations because the project involves the annexation of existing developed parcels with associated roadway, sewer, and water infrastructure in place, and because the proposed land use designations are consistent with the existing land uses or entitled land uses on each of the four parcels for which the General Plan Amendments are proposed. The proposed land use designations will ensure preservation of the existing land use pattern. Given these circumstances, the proposed project meets this finding.

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

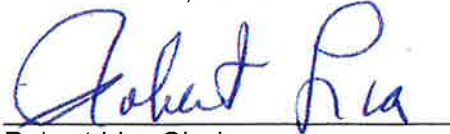
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are consistent with the previously certified General Plan EIR, with the exception of minor changes to the territory map and land use designations for four previously developed or entitled properties. This addendum concludes that, the proposed revision would have no new significant environmental effects. Therefore, the project meets this finding.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the Planning Commission hereby recommends to the City Council adoption of an ordinance to amend the Calabasas Zoning Map by pre-zoning the Craftsman's Corner area as depicted in Exhibit G of the staff report, and adoption of a resolution amending the General Plan as depicted in Exhibit F of the staff report.

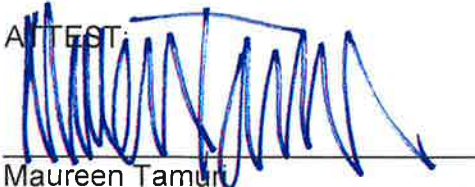
Section 5. All documents described in Section 1 of PC Resolution No. 2015-599 are deemed incorporated by reference as set forth at length.

PLANNING COMMISSION RESOLUTION NO. 2015-599 PASSED,
APPROVED AND ADOPTED THIS 1ST DAY OF OCTOBER, 2015.



Robert Lia, Chair

ATTEST:



Maureen Tamur
Community Development Director

APPROVED AS TO FORM:



City Attorney

Planning Commission Resolution No. 2015-599, was adopted by the Planning Commission at a regular meeting held October 1, 2015, and that it was adopted by the following vote:

AYES: Chair Lia, Commissioners Litt, Sikand, and Washburn

NOES: None

ABSENT: Commissioners Mueller and Weintraub

ABSTAINED:
None

"The Secretary of the Planning Commission shall certify the adoption of this Resolution, and transmit copies of this Resolution to the applicant along with proof of mailing in the form required by law and enter a copy of this Resolution in the book of Resolutions of the Planning Commission. Section 1094.6 of the Civil Code of Procedure governs the time in which judicial review of this decision may be sought."



City of Hidden Hills

6165 Spring Valley Road • Hidden Hills, California 91302
(818) 888-9281 • Fax (818) 719-0083

December 10, 2014

Mr. Paul A. Novak, AICP
Executive Officer
Local Agency Formation Commission for the County of Los Angeles
80 South Lake Avenue, Suite 870
Pasadena, California 91101

Re: Letter of Support of the City of Hidden Hills for Reorganization No. 2014-03 to the City of Calabasas and the City of Hidden Hills (Amendments to Calabasas and Hidden Hills Spheres of Influence "Craftsman's Corner")

Dear Mr. Novak:

The City of Calabasas adopted Resolution No. 2103-1391 initiating proceedings for the following: (i) a reorganization encompassing the City of Calabasas, the City of Hidden Hills, and a portion of unincorporated territory of the County of Los Angeles which would result in area being annexed to the City of Calabasas and area being annexed to the City of Hidden Hills; and (ii) an amendment of the respective Spheres of Influence for the City of Calabasas and the City of Hidden Hills.

On behalf of the City of Hidden Hills ("City") I write to inform you that on November 24, 2014 the City Council for the City of Hidden Hills voted in favor of the above-referenced reorganization application. Accordingly, we look forward to working with the City of Calabasas and the Local Agency Formation Commission of the County of Los Angeles as the proceedings on this matter move forward.

Respectfully,

Cherie L. Paglia
City Manager

CLP/rmd

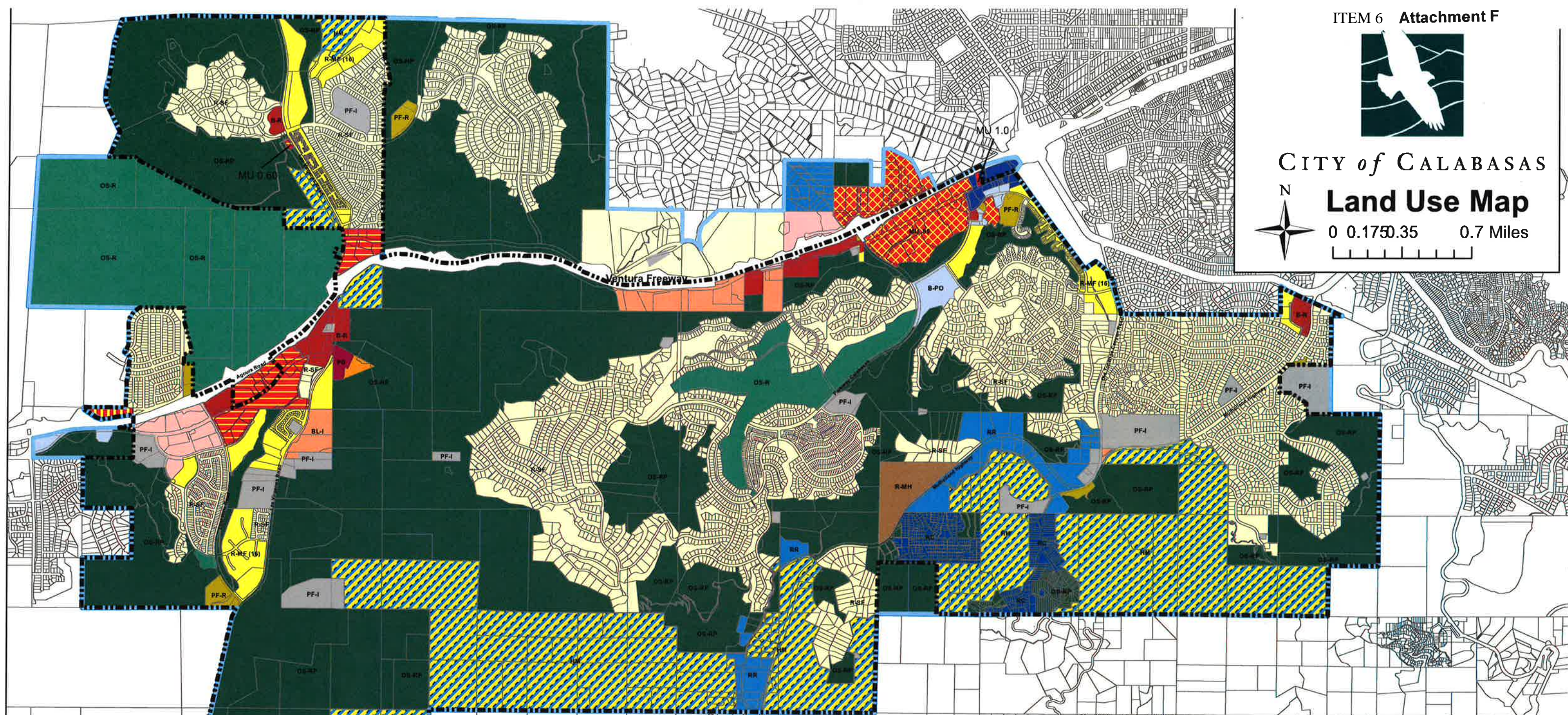
RECEIVED

DEC 15 2014

COMMUNITY DEVELOPMENT
DI ANIMATING DEPT



CITY of CALABASAS
Land Use Map
 0 0.1750.35 0.7 Miles



	Calabasas City Boundary		R-MH Residential- Mobile Home		MU 1.0 Mixed Use 1.0		RR Rural Residential
	Labels		B-OT Business- Old Town		MU 0.95 Mixed Use 0.95		RC Rural Community
	R-SF Residential- Single Family		B-PO Business- Professional Office		MU 0.60 Mixed Use 0.60		HM Hillside Mountainous
	R-MF(12) Residential- Multiple Family (12)		B-R Business- Retail		PD Planned Development		OS-R Open Space- Recreational
	R-MF(16) Residential- Multiple Family (16)		B-BP Business- Business Park		PF-R Public Facilities- Recreational		OS-RP Open Space- Resource Protected
	R-MF(20) Residential- Multiple Family (20)		B-LI Business- Limited Intensity		PF-I Public Facilities- Institutional		Plan Area Boundary

Map printed on June 3, 2014.

On December 10, 2008, City Council adopted Resolution 2008-119 approving this land use map.
 Updates: Mont Calabasas Annexation 8-11-11 Resolution No. 2012-1326, 5-9-12

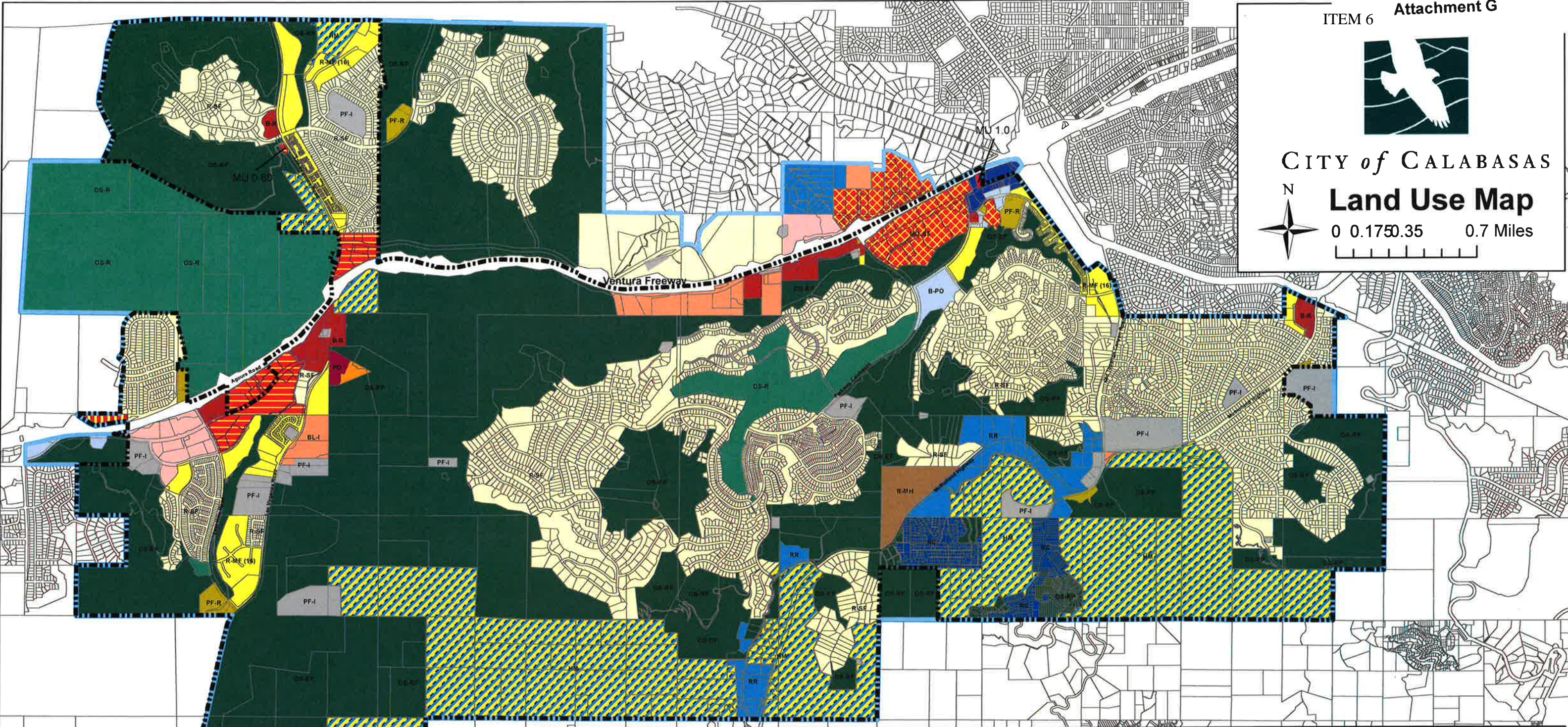


CITY of CALABASAS

Land Use Map



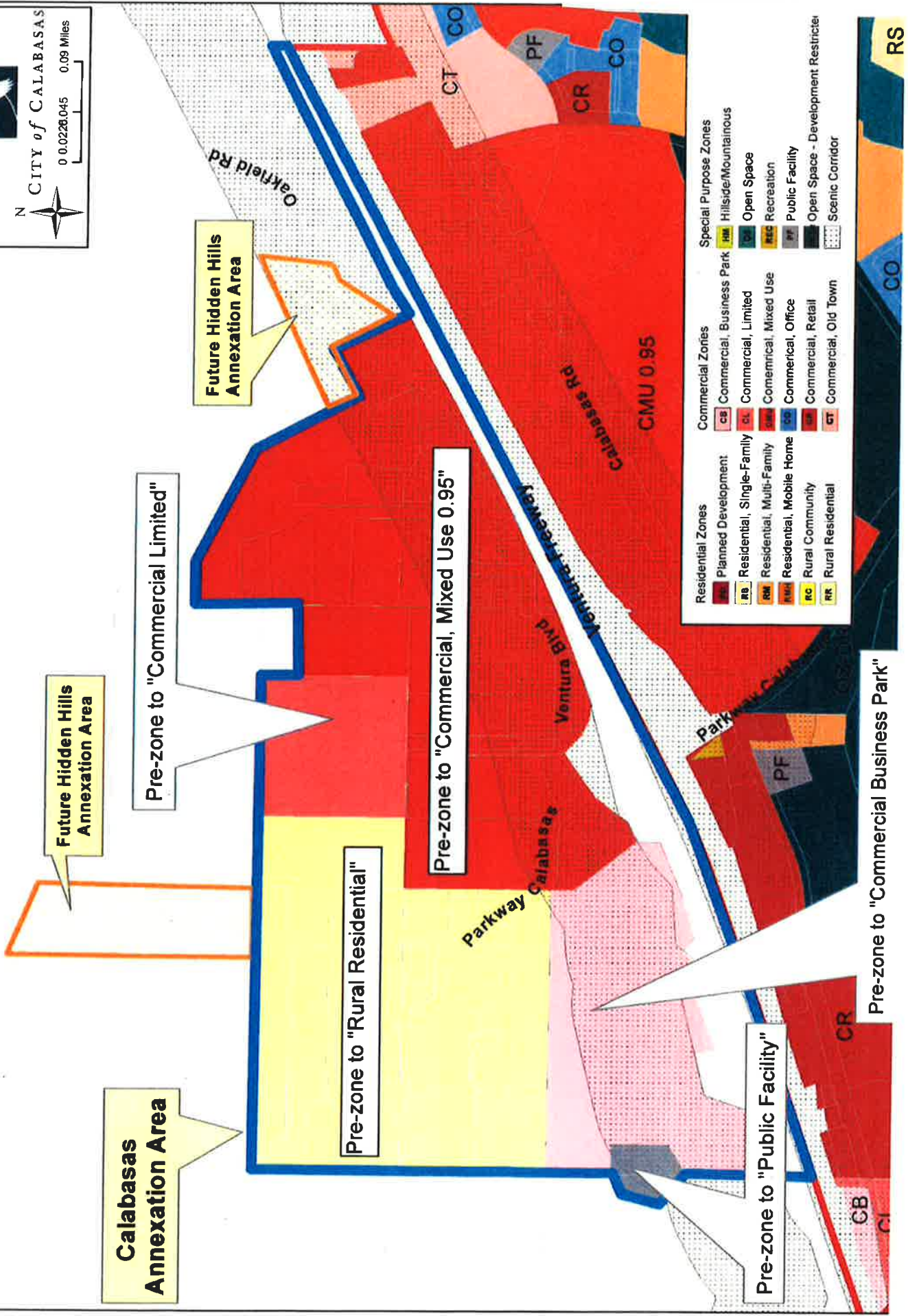
0 0.1750.35 0.7 Miles



Calabasas City Boundary	R-MH Residential- Mobile Home	MU 1.0 Mixed Use 1.0	RR Rural Residential
Labels	B-OT Business- Old Town	MU 0.95 Mixed Use 0.95	RC Rural Community
R-SF Residential- Single Family	B-PO Business- Professional Office	MU 0.60 Mixed Use 0.60	HM Hillside Mountainous
R-MF(12) Residential- Multiple Family (12)	B-R Business- Retail	PD Planned Development	OS-R Open Space- Recreational
R-MF(16) Residential- Multiple Family (16)	B-BP Business- Business Park	PF-R Public Facilities- Recreational	OS-RP Open Space- Resource Protected
R-MF(20) Residential- Multiple Family (20)	B-LI Business- Limited Intensity	PF-I Public Facilities- Institutional	Plan Area Boundary

On December 10, 2008, City Council adopted Resolution 2008-119 approving this land use map.
 Updates:
 Mont Calabasas Annexation 8-11-11
 Resolution No. 2012-1326, 5-9-12
 Resolution No. 2014-1412, 5-13-14

Craftsman's Corner Pre-zone Map for the City of Calabasas



Residential Zones	Commercial Zones	Special Purpose Zones
<ul style="list-style-type: none"> RD: Residential, Single-Family RM: Residential, Multi-Family RMH: Residential, Mobile Home RC: Rural Community RR: Rural Residential 	<ul style="list-style-type: none"> CB: Commercial, Business Park CL: Commercial, Limited CMU: Commercial, Mixed Use CO: Commercial, Office CR: Commercial, Retail GT: Commercial, Old Town 	<ul style="list-style-type: none"> HM: Hillside/Mountainous OS: Open Space REC: Recreation PF: Public Facility OSR: Open Space - Development Restrictor SC: Scenic Corridor

Calabasas Annexation Area

Future Hidden Hills Annexation Area

Pre-zone to "Commercial Limited"

Pre-zone to "Rural Residential"

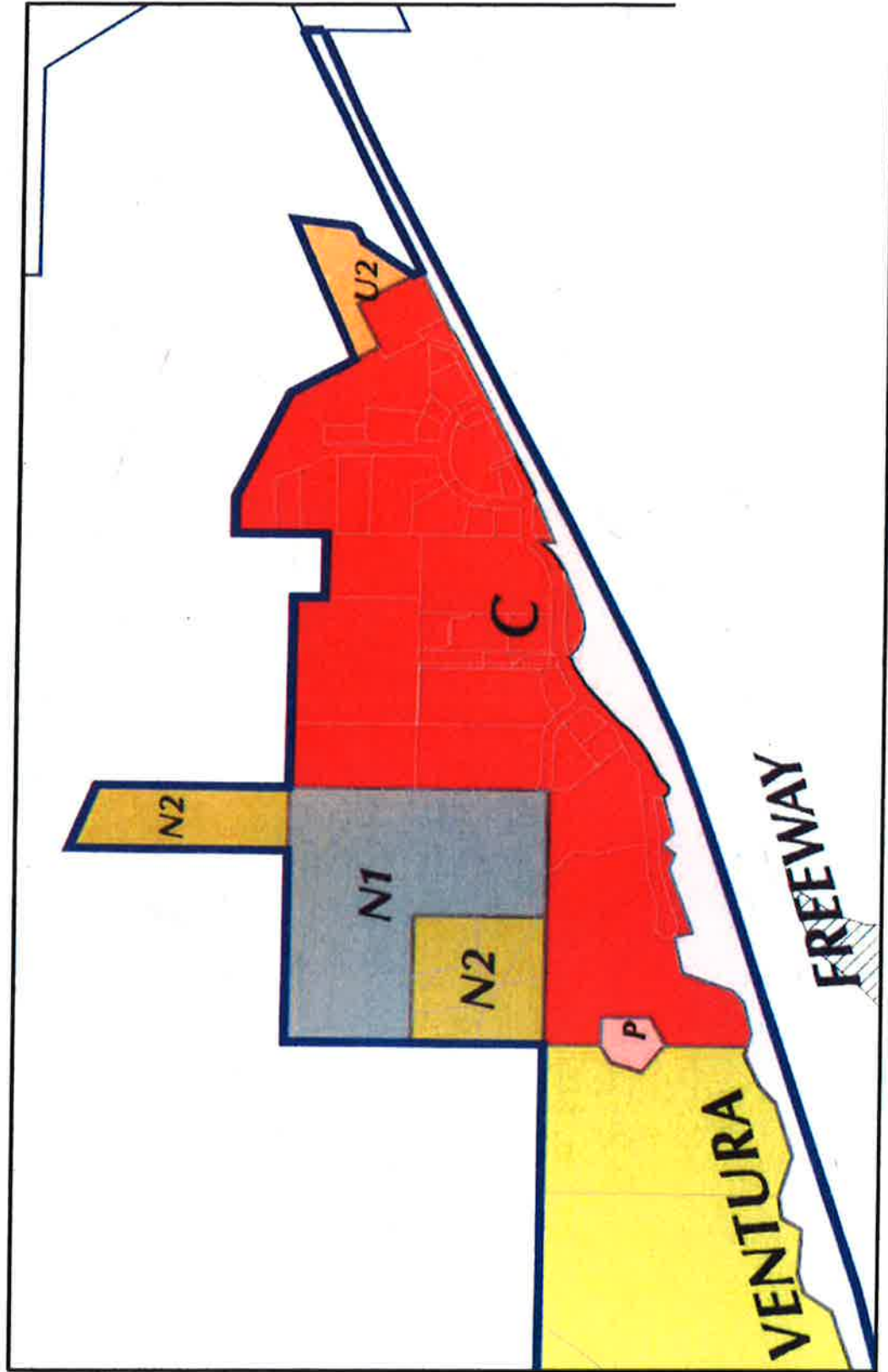
Pre-zone to "Commercial, Mixed Use 0.95"

Pre-zone to "Public Facility"

Pre-zone to "Commercial Business Park"

Future Hidden Hills Annexation Area

Los Angeles County North Area Plan (Land Use)



Second Addendum
to
Final Environmental Impact Report
for
The City of Calabasas 2030 General Plan

Prepared by:

City of Calabasas
100 Civic Center Way
Calabasas, California 91302

Contact: Tom Bartlett, AICP City Planner
(818) 224-1600

September 2015

City of Calabasas 2030 General Plan Second Addendum to the Final EIR

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INTRODUCTION

The City of Calabasas prepared a comprehensive General Plan update in 2008 (*The Calabasas 2030 General Plan*), for which the City also prepared and adopted a Final Environmental Impact Report (EIR - SCH# 2008041030, hereafter referred to as the General Plan EIR). The 2030 General Plan was amended in 2013 by adoption of a revised and updated Housing Element, for which an Addendum to the General Plan EIR was prepared. This document is a Second Addendum to the General Plan EIR. The Addendum analyzes the potential environmental effects of the proposed General Plan Amendment and pre-zoning of the territory known as Craftsman's Corner. This Addendum has been prepared in accordance with relevant provisions of the California Environmental Quality Act (CEQA) of 1970 (as amended) and the *CEQA Guidelines*.

According to Section 15164 of the *CEQA Guidelines*, an addendum to a previously certified EIR or Negative Declaration is the appropriate environmental document in instances when "only minor technical changes or additions are necessary" and when the new information does not involve new significant environmental effects beyond those identified in the previous EIR.

This Addendum describes the details of the proposed pre-zoning of a 164-acre territory known as Craftsman's Corner, and the attendant General Plan Amendment which corrects land use designations for four properties in the annexation territory, and compares its impacts to those identified in the General Plan EIR. The analysis demonstrates that the proposed General Plan amendment and pre-zoning are consistent with the previously certified General Plan EIR, with the exception of minor changes to the territory map and land use designations for four previously developed or entitled properties. In addition, as discussed below, the proposed revision would have no new significant environmental effects. As such, an addendum is the appropriate environmental document under CEQA.

The City of Calabasas proposes to annex the Craftsman's Corner territory, as was anticipated in the 2030 General Plan. Meanwhile, coincidental to the Calabasas annexation, the City of Hidden Hills will annex four remainder parcels which would otherwise be left as unincorporated islands. (In fact, three of the four Hidden Hills parcels are already developed with single-family homes that have been members of the Hidden Hills community HOA for many years.)

Pre-zoning of the proposed annexation territory is a prerequisite to official review and consideration of the proposed annexation by the Local Agency Formation Commission (LAFCO) of Los Angeles County. LAFCO requires a proposed annexation area to be pre-zoned so that land use regulation capabilities may easily and efficiently transition from the former governmental jurisdiction (in this case Los Angeles County) to the assuming jurisdiction (in this case, City of Calabasas for most of the territory, and City of Hidden Hills for four remaining parcels).

PROJECT DESCRIPTION

The City of Calabasas proposes to annex the Craftsman’s Corner territory, as was anticipated in the 2030 General Plan. Meanwhile, coincidental to the Calabasas annexation, the City of Hidden Hills will annex four remainder parcels which would otherwise be left as unincorporated islands. A total of 164 acres, including 84 parcels and adjoining CalTrans ROW would annex to the City of Calabasas, while approximately 12 acres, including four parcels, would annex to the City of Hidden Hills.

The annexation territory is almost fully developed with 25 single-family homes, a variety of commercial offices, limited commercial retail uses, commercial self-storage uses and warehousing, limited light manufacturing, a pet cemetery, equestrian riding and care facilities, and a water storage tank. The four parcels slated to annex to the City of Hidden Hills will be pre-zoned to “RA-S”, which will allow for single-family homes on lots of one acre or larger. The Properties slated to annex to the City of Calabasas will be pre-zoned as follows:

Table 1

Summary of Pre-Zoning - Calabasas Portion

Pre-Zoning	Number of Parcels	Approximate Acres
Rural Residential (RR)	34	45.8
Commercial Mixed-Use (CMU), 0.95	45	56.3
Commercial Business Park (CB)	2	21.9
Commercial Limited (CL)	1	10.1
Public Facility (PF)	2	1.7
CalTrans Right-of-Way	n/a	28

Appendix A is a comprehensive list of all 88 parcels within the annexation territory (including properties which would annex to Calabasas and properties which would annex to Hidden Hills). The proposed pre-zoning for each parcel is included in the table.

Only 18% of the annexation territory (ten parcels totaling 31.38 acres) remains undeveloped. Of these ten vacant parcels, only two are being impacted by the proposed General Plan Amendment. Table 2 on the following page identifies those sites within the annexation territory (in the cities of Calabasas and Hidden Hills) that are affected by the proposed General Plan Amendment.

Table 2

Properties Affected by Proposed General Plan Amendment

Annexing City	APN	Current Use	Current County Zoning	Proposed Zoning	Reason for Plan Amendment
Calabasas	2049-022-031	Equestrian Facility	C-R	RR	To align the GP designation with the existing use.
	2049-022-032	Pet Cemetery	M-2-DP	CL	To align the GP designation with the existing use.
	2049-022-040	Vacant but entitled in 2015 for storage facility	M-1	CMU 0.95	To align the GP designation with the existing entitlement.
	2049-043-900	LVMWD Water Tank	OS	PF	To align the GP designation with the existing use.
	2049-005-901	LVMWD Water Tank	OS	PF	To align the GP designation with the existing use.
Hidden Hills	2049-022-030	Vacant	A-2-2	RA-S	To align the GP designation with surrounding uses in Hidden Hills.
	2049-016-026	SFR	R-1-22000	RA-S	To align the GP designation with surrounding uses in Hidden Hills.
	2049-016-034	SFR	R-1-22000	RA-S	To align the GP designation with surrounding uses in Hidden Hills.
	2049-016-027	SFR	R-1-22000	RA-S	To align the GP designation with surrounding uses in Hidden Hills.

The proposed General Plan Amendments would add only properties not previously included in either the Hidden Hills or Calabasas General Plans, however, the added properties are already fully developed or otherwise entitled for development (with supporting CEQA review and documentation), and they represent a very small area compared to the size of the Craftsman’s Corner territory which was previously analyzed in the General Plan EIR. The proposed General Plan amendment and pre-zoning would not grant additional entitlements for anticipated development beyond what already exists or is entitled for development, nor beyond what was evaluated in the General Plan EIR. Potential environmental impacts associated with development according to the Calabasas 2030 General Plan were evaluated in the General Plan EIR, which is incorporated herein by reference and available at City Hall and on the City’s

website. Accordingly, the proposed revision would have no new significant environmental effects.

2030 GENERAL PLAN CEQA PROCESS/EIR

The City of Calabasas prepared an EIR for the General Plan in accordance with the requirements of CEQA and the CEQA Guidelines. A Notice of Preparation (NOP) was filed with the California Office of Planning and Research and distributed to involved public agencies and interested parties for a 30-day public review period that commenced on April 4, 2008. The Draft EIR was circulated to State agencies for review through the State Clearinghouse, Office of Planning and Research. The 45-day public review period ran from July 7, 2008 to August 20, 2008. The General Plan EIR was certified in December 2008.

The EIR addressed the potential environmental effects of forecast growth under the 2030 General Plan. The scope of the EIR included environmental issues determined to be potentially significant based on the Initial Study and responses to the NOP.

The following issues were addressed in detail in the EIR:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Geology
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Circulation
- Utilities and Service Systems

The EIR also considered a range of alternatives to the proposed General Plan, as required by CEQA.

One significant and unavoidable impact that could not be mitigated was identified in the EIR and was addressed in the adopted CEQA findings. This impact was in the area of transportation and circulation, and involved an impact potentially exceeding applicable standards at the Calabasas Road/Valley Circle Boulevard intersection.

ENVIRONMENTAL IMPACTS OF THE GENERAL PLAN AMENDMENT AND PRE-ZONING ASSOCIATED WITH THE CRAFTSMAN'S CORNER ANNEXATION

This section addresses each of the environmental issues discussed in the General Plan EIR to determine whether or not the proposed General Plan Amendment and Pre-Zoning have the potential to create new significant impacts or a substantial increase in the significance of a significant impact as compared to what was identified in the General Plan EIR.

Aesthetics

Scenic Views

The 2030 General Plan Final EIR states the development facilitated by the 2030 General Plan could result in increased urbanization along four designated scenic view corridors, including the Ventura Freeway, Mulholland Highway, Las Virgenes Road, and Old Topanga Canyon Road. However, the General Plan EIR finds that with implementation of applicable policies in the 2030 General Plan, development would have a less than significant impact on scenic view corridors. Because the General Plan Amendment aligns the land use designations of four properties with their existing or entitled use and because the proposed pre-zoning is consistent with the previously certified General Plan EIR, the impact to scenic views would be the same as that considered in the 2030 General Plan Final EIR. Additionally, the proposed General Plan amendment and pre-zoning would not grant additional entitlements for anticipated development beyond what already exists or is entitled for development, nor beyond what was evaluated in the General Plan EIR. Finally, the City's 35-foot building height limit under the Calabasas Municipal Code will restrict building heights to levels equivalent to what already exists or is entitled for the properties in the territory. Therefore, the effect on scenic view corridors would be consistent with that anticipated by the General Plan EIR and impacts would remain less than significant.

Lighting

The 2030 General Plan Final EIR finds that development facilitated by the 2030 General Plan would introduce new sources of light, although compliance with lighting regulations in the City's Land Use Development Code would reduce impacts to a less than significant level. As discussed in the *Project Description*, the proposed General Plan Amendment and pre-zoning would not grant additional entitlements for anticipated development beyond what already exists or is entitled for development, nor beyond what was evaluated in the General Plan EIR. Furthermore, new developments would still be required to comply with the City's lighting regulation (City of Calabasas, Development Code Chapter 17.27), as updated by Ordinance No. 2010-265. Chapter 17.27 of the City Code requires that "all exterior lights and illuminated signs should be designed, located, installed and directed in such a manner as to prevent objectionable light at (and glare across) the property lines and vision impairing glare at any location on or off the property." Development within the proposed annexation area would be required to comply with policies in the 2030 General Plan that promote the reduction of impacts from lighting, and adherence to the City's "Dark Skies Ordinance", Chapter 17.27 of the Municipal Code). Accordingly, with adherence to existing lighting regulations and 2030 General Plan policies, impacts related to lighting would remain less than significant.

Visual Character

The 2030 General Plan Final EIR finds that new development facilitated by the 2030 General Plan would affect the City's visual character, although reuse and intensification of already developed areas would be expected to reduce pressure for the development of open space on the City's periphery. The General Plan EIR states that much of this intensification and reuse would be expected to enhance the visual character of the community, especially in Old Town Calabasas and in the Mixed Use districts. Moreover, the 2030 General Plan preserves the visual

character of large expanses of natural open space by designating them as Open Space/Resource Protection lands. Policies in the Community Design and Safety elements of the 2030 General Plan would enhance the appearance of the City.

The proposed General Plan Amendment and pre-zoning would not grant additional entitlements for anticipated development beyond what already exists or is entitled for development, nor beyond what was evaluated in the General Plan EIR. Policies from the Community Design and Safety elements would continue to apply to new development. Therefore, impacts to visual character would remain less than significant.

Air Quality

Long-Term Impacts

The 2030 General Plan Final EIR determined that development under the 2030 General Plan would not result in an exceedance of the SCAG population forecasts upon which the regional Air Quality Management Plan (AQMP) is based, since Calabasas is almost entirely built-out and the 2030 General Plan includes policies to limit further growth and implement AQMP control measures. Impacts related to consistency with the AQMP are considered less than significant. The proposed General Plan Amendment and pre-zoning would not grant additional entitlements for anticipated development beyond what already exists or is entitled for development, nor beyond what was evaluated in the General Plan EIR. Therefore, development would remain consistent with AQMP assumptions with respect to growth, and impacts would remain less than significant.

Construction Impacts

As discussed in the 2030 General Plan Final EIR, construction activity facilitated by the 2030 General Plan would cause temporary emissions of air pollutants such as ozone precursors, fugitive dust, and the release of asbestos during building demolition. However, the General Plan EIR finds that with adherence to policies III-17, IV-17, and IV-31 in the 2030 General Plan and to applicable SCAQMD rules, emissions from construction activity would be reduced to a less than significant level. The proposed General Plan amendment and pre-zoning would not grant additional entitlements for anticipated development beyond what already exists or is entitled for development, nor beyond what was evaluated in the General Plan EIR. Policies in the 2030 General Plan to reduce construction emissions, as well as SCAQMD rules, would continue to apply to future development. Therefore, impacts associated with construction emissions would remain less than significant.

Carbon Monoxide Hot Spots

The 2030 General Plan Final EIR finds that increased traffic associated with growth facilitated by the 2030 General Plan could increase carbon monoxide (CO) concentrations at congested intersections. A CO hot spots analysis was conducted for four heavily traveled intersections in Calabasas, assuming growth forecast under the 2030 General Plan. Based on this analysis, maximum CO concentrations at the closest receptor locations are not projected to exceed the State's 1-hour standard of 20.0 ppm at any of the studied intersections. Since the proposed

General Plan amendment and pre-zoning would not facilitate additional development beyond the level anticipated in the General Plan EIR, it would not increase the severity of CO impacts and impacts would remain less than significant.

Health Risks to Residences Near Freeway

The 2030 General Plan would facilitate residential development within 500 feet of the Ventura Freeway (Highway 101), which the 2030 General Plan Final EIR finds could result in elevated health risks for residences located in the mixed-use districts and Rancho Pet Kennel site in Calabasas. Health risks to residences near freeways are identified as potentially significant due to inconsistency with California Air Resource Board (ARB) recommendations regarding placement of residences near freeways. However, the General Plan EIR identifies this impact as mitigable with the addition of a policy to the 2030 General Plan requiring applicants for projects containing sensitive receptors within 500 feet of the Ventura Freeway to demonstrate compliance with SCAQMD standards for diesel particulates.

Consistent with the 2030 General Plan, the proposed General Plan amendment and pre-zoning identify mixed-use districts as having the potential for residential development within 500 feet of Highway 101, the effects of which were analyzed in the General Plan EIR. Any residential development within 500 feet of the Ventura Freeway would be required to comply with Policy IV-20 in the 2030 General Plan, which incorporates the above mitigation from the General Plan EIR. And the three parcels slated to annex to Hidden Hills that are located within 500 feet of the Ventura Freeway are already fully developed with single-family homes on existing lots. Therefore, impacts would continue to be reduced to a less than significant level.

Biological Resources

Riparian and Wetland Habitat

As discussed in the 2030 General Plan Final EIR, the 2030 General Plan focuses development in already urbanized areas. Although the General Plan EIR finds that such infill development would generally avoid direct impacts to riparian, wetland, and open water habitats, the intensification of use of riparian habitat has the potential to be cumulatively significant. Given compliance with Policies IV-2 through IV-6 and IV-25 through IV-27 in the Conservation Element to protect riparian areas, impacts were determined to be less than significant. The proposed annexation territory includes no jurisdictional wetlands or riparian habitat. Accordingly, the proposal is consistent with the analysis in the General Plan EIR, and any residential or commercial developments in riparian areas would be required to comply with existing policies in the Conservation Element. Thus, impacts to riparian and wetland habitats would remain less than significant.

Sensitive Habitats and Mature Native Trees

The 2030 General Plan Final EIR identifies a less than significant impact to sensitive habitats and mature native trees, as development under the 2030 General Plan would largely avoid such biological resources by focusing on infill development. Where development may affect oak

habitat, the General Plan EIR finds that General Plan policies, as well as adherence to the City's Oak Tree Protection Ordinance (CMC Chapter 17.32) would provide appropriate protection. The proposed General Plan amendment and pre-zoning would maintain the 2030 General Plan's focus on infill development, and would not facilitate additional development beyond the level anticipated and analyzed in the General Plan EIR. Through compliance with applicable 2030 General Plan policies, impacts to sensitive habitats and mature native trees would remain less than significant.

Sensitive Plants and Animals

According to the 2030 General Plan Final EIR, development facilitated by the 2030 General Plan would largely occur in already urbanized areas, although potential impacts to special-status plant and animal species could occur in riparian areas and other native habitats. Impacts are identified as less than significant with the application of policies in the Conservation Element that provide appropriate protections to sensitive species. The proposed General Plan amendment and pre-zoning would maintain the 2030 General Plan's focus on infill development, and would not facilitate additional development beyond the level anticipated and analyzed in the General Plan EIR. Any potential impacts to sensitive species would continue to be addressed through adherence to policies in the Conservation Element and impacts would remain less than significant.

Wildlife Corridors

The 2030 General Plan Final EIR identifies three wildlife corridors in Calabasas that connect the maritime and scrub habitats of the coastal areas of Malibu to the hilly scrub habitats of Ventura County. Potential development under the 2030 General Plan in areas identified as wildlife corridors is found to be limited. The General Plan EIR finds that impacts to wildlife corridors would be less than significant due to compliance with policies in the Conservation Element to preserve such corridors, maintain up-to-date information on habitat linkages, require new developments to maintain the biotic habitat value of linkages and maintain buffers between natural riparian areas, and to maintain alliances with government agencies. The proposed General Plan amendment and pre-zoning would not facilitate additional development beyond the level anticipated and analyzed in the General Plan EIR. Moreover, the annexation territory does not include, nor is proximate to, any part of any mapped wildlife corridor. Accordingly, anticipated development would be consistent with the above policies and what was analyzed in the General Plan EIR, and impacts to wildlife corridors would remain less than significant.

Cultural Resources

Pre-Historic Archaeological Resources

The 2030 General Plan Final EIR states that the 2030 General Plan could facilitate development in areas of cultural resource sensitivity, such as portions of the Mixed Use district near the Las Virgenes Road/Mureau Road intersection and various locations designated Hillside Mountainous (HM) or Rural Residential (RR). However, Section 17.36.070 of the Calabasas Municipal Code requires a Phase I archaeological assessment for any property listed or located within a cultural resource sensitivity area, and the 2030 General Plan includes policies XI-1 and

XI-2 to address impacts from development on archaeological resources. With adherence to these regulations and policies, the General Plan EIR finds that impacts would be less than significant. Since the proposed General Plan amendment and pre-zoning do not involve changes that would facilitate development beyond areas considered in the General Plan EIR, it would not create any new significant impacts to archaeological resources or increase the severity of impacts beyond those identified in the General Plan EIR.

Historic Resources

As discussed in the 2030 General Plan Final EIR, one registered national historic resource (the Leonis Adobe), identified in the National Register of Historic Places, is present in the Calabasas plan area (site is adjacent to, but outside the City boundary), but this resource is not anticipated to be affected by future development. Other potential historic resources would be protected through the City's Historic Preservation Ordinance and policies XI-3 and XI-4 in the 2030 General Plan. The General Plan EIR identifies impacts to historical resources as less than significant. The proposed General Plan amendment and pre-zoning would not impact the Leonis Adobe site and existing ordinances and policies would protect other potential historic resources. Therefore, the proposed General Plan amendment and pre-zoning would not create any new significant impacts on historic resources, nor increase the severity of impacts beyond those identified in the General Plan EIR.

Geology

Ground Shaking

The 2030 General Plan Final EIR identifies a less than significant impact from seismic ground-shaking associated with development facilitated by the 2030 General Plan. Although Calabasas lies in a seismically active region, proper engineering practices (based on compliance with the California Building Code and policies VII-1 through VII-3 in the Safety Element of the 2030 General Plan) would adequately reduce seismic impacts. Since the proposed General Plan amendment and pre-zoning do not involve changes that would facilitate development beyond sites considered in the General Plan EIR and would be subject to these requirements, impacts would remain less than significant.

Liquefaction, Lateral Spreading of Soils, and Slope Stability & Landslides

The 2030 General Plan Final EIR identifies significant but mitigable impacts from development facilitated by the 2030 General Plan in areas subject to liquefaction, lateral spreading of soils, and landslides. In particular, areas in the northeaster section and southwestern portion of the proposed annexation area are within the identified Earthquake-Induced Landslide hazard zone. With implementation of Mitigation Measure GEO-2, which added a policy to the 2030 General Plan requiring site-specific liquefaction and/or landslide studies and mitigation, for projects within identified hazard zones, the General Plan EIR finds that impacts are reduced to a less than significant level. Since the proposed General Plan amendment and pre-zoning do not involve changes that would facilitate development beyond areas considered and analyzed in the General Plan EIR, and the areas of the mapping corrections were already mapped within the

General Safety Element, the proposal would not create any new significant impacts or increase the severity of impacts beyond those identified in the General Plan EIR. Furthermore, Mitigation Measure GEO-2 (adopted as Policy VII-6 in the Safety Element, as well as Policy No. VII-4) would apply to any development projects in hazard zones for earthquake induced landslides. Similarly, Policies 1.1, 1.2, 1.3 and 2.2 from the Hidden Hills General Plan would apply to any future development project on properties annexing to the City of Hidden Hills.

Soil Expansion

The 2030 General Plan Final EIR notes that soils throughout much of Calabasas, including in portions of the mixed-use districts designated by the 2030 General Plan, have moderate to high shrink-swell potential. Nevertheless, the General Plan EIR finds that compliance with the California Building Code and applicable policies of the Safety Element would reduce impacts associated with soil expansion to a less than significant level. The proposed General Plan Amendment and pre-zoning would facilitate future mixed-use and commercial development (primarily through long-term redevelopment) in the mixed-use districts, as well as limited residential development in the Rural Residential district (in Calabasas) and the R-A-S zone (in Hidden Hills) for the few remaining lots. These areas are potentially subject to soil expansion. Regulatory compliance, however, would ensure the avoidance of hazards associated with soil expansion, and impacts would remain less than significant.

Radon

The 2030 General Plan Final EIR identifies areas with a high potential for radon gas exposure in northern areas of Calabasas. However, compliance with the California Building Code and policies VII-18 through VII-20 of the Safety Element would reduce impacts to a less than significant level. The Craftsman's Corner annexation territory is identified as having the potential for radon exposure. However, these areas are consistent with what was analyzed in the General Plan EIR and impacts would remain less than significant through regulatory compliance.

Greenhouse Gas Emissions

The 2030 General Plan Final EIR finds that the 2030 General Plan would be consistent with applicable strategies from the 2006 Climate Action Team (CAT) Report. Furthermore, policies included in the 2030 General Plan are intended to reduce energy consumption, vehicle miles traveled, and associated emissions of greenhouse gases (GHGs) and other air pollutants. Compact and efficient land use design, such as mixed-use districts and redevelopment, also would be expected to incrementally reduce GHG emissions through a reduction in vehicle miles traveled. Therefore, the General Plan EIR finds that the 2030 General Plan would substantially reduce GHG emissions as compared to the "business as usual" approach.

The proposed General Plan amendment and pre-zoning would not facilitate additional development beyond the level anticipated and analyzed in the General Plan EIR and the policies described above from the 2030 General Plan would apply to future developments. More importantly, the proposed annexation territory includes a significant portion of the

mixed-use “East Village”, which is a key component of the efficient land use plan outlined within the General Plan, particularly within the Land Use Element and the Community Design Element. Thus, the proposed General Plan amendment and pre-zoning would not create any impacts beyond those identified in the 2030 General Plan Final EIR.

Hazards and Hazardous Materials

Soil/Groundwater Contamination and Emission of Hazardous Materials

The 2030 General Plan Final EIR identifies a less than significant health risk impact due to soil/groundwater contamination or emissions of hazardous materials into the air. Health risks could arise from residential development in proximity to commercial uses that use or store hazardous materials, especially in mixed-use districts designated by the 2030 General Plan and near Craftsman’s Corner. Furthermore, development in the vicinity of gasoline stations that have been identified as having past releases would be required to undergo testing and possible soil remediation. Nevertheless, the General Plan EIR finds that compliance with federal, state, and local regulations, in combination with 2030 General Plan policies VII-21 through VII-24, would reduce impacts to a less than significant level.

As anticipated by the General Plan EIR, the proposed General Plan amendment and pre-zoning would facilitate residential development in mixed-use districts in proximity to commercial uses. Impacts would remain less than significant given compliance with federal, state, and local regulations, and with 2030 General Plan policies. As individual development projects are considered for construction, separate environmental review may be required, which could identify project-specific mitigation measures.

Transport of Hazardous Materials

The 2030 General Plan Final EIR finds that residential development facilitated by the 2030 General Plan in mixed-use districts along Agoura Road, Calabasas Road, and in Craftsman’s Corner, would place more people at risk from accidents involving the transport of hazardous materials on the Ventura Freeway. Nevertheless, impacts were identified as less than significant with continued participation in County-based emergency response systems and with the application of Safety Element policies. The proposed General Plan amendment and pre-zoning would not facilitate additional development beyond the level anticipated and analyzed in the General Plan EIR. Therefore, impacts would remain less than significant.

Landfills

As discussed in the 2030 General Plan Final EIR, the potential conversion of the Calabasas Landfill to an active use recreational facility would require site assessments and mitigation measures to ensure compliance with health and safety requirements. The General Plan EIR identifies less than significant impacts given adherence to existing landfill closure regulations. The proposed General Plan amendment and pre-zoning would not affect the potential redevelopment of the landfill as a recreational facility, but rather focus on aligning land use designations for properties within the Craftsman’s Corner annexation area with existing or

entitled uses. According to the 2030 General Plan, the landfill is surrounded by land designated as open space, except for a built-out residential area to the south. Because the proposed General Plan amendment and pre-zoning are focused exclusively on the Craftsman's Corner annexation territory, which is located three miles east of the landfill, it would not affect residential growth in the vicinity of the landfill and impacts would remain less than significant.

Hydrology and Water Quality

Flooding

The 2030 General Plan Final EIR identifies potential impacts from flooding in areas designated for residential and other uses adjacent to the 100-year floodplain along Las Virgenes Creek in the western portion of the City, and along Dry Canyon Cold Creek in the south-central part of the City. Nevertheless, impacts are found to be less than significant with implementation of Safety Element policies VII-7 through VII-11 to minimize flood hazards and related erosion/sedimentation associated with all future development. Because the proposed General Plan amendment and pre-zoning are focused exclusively on the Craftsman's Corner annexation territory, located at the northern extreme of the City, which is located two miles from Las Virgenes Creek and more than one mile from Dry Canyon Cold Creek, and which does not affect either watershed, it would not affect growth and development in the vicinity of either stream or their associated floodplain areas, and impacts would remain less than significant. No floodplains or flood channels have been identified within the annexation territory.

The proposed General Plan amendment and pre-zoning would not facilitate additional development beyond the level anticipated and analyzed in the General Plan EIR; and more importantly, the Craftsman's Corner area is not located within the Las Virgenes Creek watershed and would not affect growth and development in the vicinity of the Las Virgenes Creek watershed. Also, no floodplains or flood channels have been identified within the annexation territory. Therefore, impacts would remain less than significant.

Surface Runoff

The 2030 General Plan Final EIR finds that the incremental increase in development intensity facilitated by the 2030 General Plan would increase the amount of impervious surface area within the watershed, thereby increasing the volume of surface runoff and pollutant loads in runoff. In particular, the General Plan EIR identifies future development in mixed-use developments along Las Virgenes Creek as potentially subject to contaminated runoff. However, any future development in these areas would be subject to the City's Urban Runoff Pollution Control Ordinance (CMC §17.56), federal and state regulations regarding impervious surface and storm water runoff, and policies in the City's Conservation and Safety Elements to help minimize runoff effects. Therefore, the General Plan EIR identifies impacts from surface runoff as less than significant.

Water Quality

The 2030 General Plan Final EIR finds that the increase in development intensity in portions of Calabasas, especially in the mixed-use districts designated by the 2030 General Plan, could increase contaminants in surface runoff, adversely affecting water quality. Nevertheless, developments would be required to comply with current regulatory requirements that are more stringent than those required at the time of most existing development within the mixed-use districts. Furthermore, new developments would comply with BMP requirements in Conservation Element policies IV-25, IV-26, IV-28, IV-29. Therefore, the General Plan EIR identifies impacts to water quality as less than significant. As discussed above, the proposed General Plan amendment and pre-zoning would not facilitate additional development beyond the level anticipated and analyzed in the General Plan EIR. Therefore, impacts would remain less than significant with adherence to existing regulations and policies.

Land Use and Planning

Boundary Adjustments

The 2030 General Plan Final EIR identifies less than significant impacts associated with boundary adjustments, as no proposals for annexation were sought upon adoption of the 2030 General Plan, and any potential conflicts with LAFCO policies would need to be resolved on a case-by-case basis prior to LAFCO approval of specific future boundary adjustments. However, the proposed Craftsman's Corner annexation was specifically identified within the 2030 General Plan, and the Plan's land use policies, as well as policies within other General Plan elements and associated mapping and analyses were inclusive of the annexation territory.

LAFCO policies seek to promote orderly growth, preservation of agricultural lands, discouragement of urban sprawl, and efficient local government services. And although the latest review of the City of Calabasas' and City of Hidden Hills' respective municipal boundaries and associated Spheres of Influence (SOI) resulted in a ratification by the Los Angeles County LAFCO of what is known as a coterminous SOI for Calabasas and no change in the existing SOI for Hidden Hills, the proposed annexation fully conforms to the over-arching LAFCO policies. Accordingly, the proposed municipal reorganization (annexation of 164 acres to Calabasas and 12 acres to Hidden Hills) is to be accomplished coincident with applicable amendments to the two cities' SOIs. The result will be a clean and uninterrupted municipal boundary between Hidden Hills and Calabasas with no County islands of unincorporated territories in-between. Also, no agricultural lands exist within the annexation territory, and the proposed compact and mixed-use land use pattern, as discussed previously, is highly efficient with expected benefits of fewer vehicle trips and fewer vehicle miles traveled, as well as reductions in air pollution (primarily associated primarily with vehicle trip reductions).

Therefore, because the proposed General Plan amendment and pre-zoning would not create any new significant impacts or increase the severity of impacts beyond those identified in the General Plan EIR, and because it will establish a more orderly municipal boundary condition for the affected local units of government, consistent with LAFCO policies, there is no significant impact.

Consistency with SCAG RCP Policies

The 2030 General Plan Final EIR identifies less than significant impacts associated with the 2030 General Plan's consistency with Growth Management, Air Quality, Open Space, and Water Quality policies in the SCAG Regional Comprehensive Plan (RCP). As discussed in the General Plan EIR, the 2030 General Plan encourages reuse and intensification within already developed areas and specifically discourages development on open space, which is consistent with Growth Management and Open Space goals. Development under the 2030 General Plan would not be expected to result in an exceedance of the SCAG population forecast upon which the AQMP is based. Finally, the 2030 General Plan includes policies related to watershed management that are consistent with the RCP's Water Quality policies.

The proposed General Plan amendment and pre-zoning would maintain the 2030 General Plan's focus on infill development, and would not facilitate additional development beyond the level anticipated and analyzed in the General Plan EIR. Since it would not involve zone changes to increase residential density, the General Plan amendment and pre-zoning would remain consistent with SCAG's population forecast for Calabasas. In addition, any residential development would include BMPs as required by General Plan policies IV-25 through IV-29. Therefore, impacts related to consistency with RCP policies would remain less than significant.

Consistency with SCAG RTP

The 2030 General Plan Final EIR identifies impacts related to consistency with SCAG's Regional Transportation Plan (RTP) policies as less than significant. As discussed in the General Plan EIR, the 2030 General Plan encourages development that focuses on infill areas, which would reduce vehicle miles traveled and associated emissions of air pollutants. Furthermore, the 2030 General Plan growth projections and policies are found to be generally consistent with RTP land use and growth strategies.

As discussed above, the proposed General Plan amendment and pre-zoning would maintain the 2030 General Plan's focus on development in urbanized areas, and would not facilitate additional development beyond the level anticipated and analyzed in the General Plan EIR. This emphasis is consistent with SCAG's updated 2012 Regional Transportation Plan/Sustainable Communities Strategy, which coordinates regional transportation investments with land use policy for the purpose of attaining greenhouse gas reduction targets. In addition, the General Plan amendment and pre-zoning do not plan for additional housing development beyond that analyzed in the General Plan EIR, which is consistent with the RTP's growth projections for Calabasas. Therefore, impacts related to consistency with SCAG's RTP would remain less than significant.

Consistency with SCAG Growth Visioning Report

The 2030 General Plan Final EIR identifies less than significant impacts related to the 2030 General Plan's consistency with principles in SCAG's Growth Visioning Report. The 2030 General Plan was found to improve mobility, livability, prosperity for all people, and sustainability for future generations. Consistent with this finding, the proposed reorganization (inclusive of the annexation of 164 acres to City of Calabasas and 12 acres to City of Hidden Hills) is largely focused on mixed-use districts and redevelopment, thereby facilitating a variety

of travel choices, revitalization of existing communities, meeting local housing needs, reduction of vehicle miles traveled, and cleaner air. Accordingly, impacts related to consistency with SCAG's Growth Visioning Report would remain less than significant.

Noise

Traffic-Related Noise

The 2030 General Plan Final EIR finds that the development forecast under the 2030 General Plan would increase traffic and associated noise levels along roadways in Calabasas, resulting in one identified potentially significant impact along Agoura Road east of Lost Hills Road (page 4.9-9 of the General Plan EIR). However, the General Plan EIR states that policies VIII-2, VIII-5, VIII-9 in the Noise Element adequately address the prevention and reduction of unwanted traffic noise from individual development projects and transportation improvements; therefore, the General Plan EIR identifies a less than significant impact from traffic-related noise.

Since the proposed General Plan Amendment and pre-zoning would be consistent with the level of growth anticipated in the General Plan EIR, it would not facilitate additional increases in traffic and associated noise. With implementation of the above policies from the Noise Element for future developments (specifically Policies VIII-2, VIII-5, and VIII-9), impacts would remain less than significant.

Exposure of Noise-Sensitive Uses

The 2030 General Plan Final EIR finds that the 2030 General Plan would facilitate the development of new residential and other noise-sensitive uses that could be exposed to long-term noise above normally acceptable levels. Potential impacts are identified for anticipated residential development in mixed-use districts near the Ventura Freeway and along arterial roadways, as well as for future medical facilities along West Calabasas Road. In addition, new residences in mixed-use districts and along Las Virgenes Road could be exposed to excessive noise generated by nearby commercial activity. However, the General Plan EIR identifies impacts from exposure of noise-sensitive uses as less than significant with implementation of several Noise Element policies (specifically, General Plan Policies VIII-1, VIII-3, VIII-4, and VIII-8) to attenuate noise to acceptable, less-than-significant levels. The Hidden Hills General Plan Noise Element and associated Noise Ordinance within the Hidden Hills Municipal Code would likewise be relied upon to attenuate noise to acceptable levels in that community.

The proposed General Plan amendment and pre-zoning do not identify new residential sites beyond those analyzed in the General Plan EIR. Policies in the respective Noise Elements of the annexing cities would ensure that future residences in these areas are not exposed to excessive noise. Therefore, impacts to noise-sensitive uses would remain less than significant.

Construction Noise

The 2030 General Plan Final EIR finds that construction of individual projects facilitated by the 2030 General Plan could generate noise at levels causing a temporary disturbance to nearby

receptors, especially in mixed-use districts and multiple-family housing sites that would experience considerable demolition and construction activity. However, Noise Element policies VIII-8 and VIII-10 would require the consideration of noise standards in the review of proposed developments and the development of a noise ordinance establishing maximum allowable noise levels on private property. With adoption and implementation of noise standards, the General Plan EIR identifies impacts from construction noise as less than significant.

In accordance with Policy VIII-10, the City has adopted maximum allowable exterior and interior noise levels on private property in Section 17.20.160 of the Municipal Code. Construction activities that take place between 7 a.m. and 6 p.m. on weekdays or between 8 a.m. and 5 p.m. on Saturdays are exempt from this noise ordinance; no construction is allowed on Sundays or federal holidays. Noise controls enacted by the City of Hidden Hills (Chapter 8 of the Hidden Hills Municipal Code), consistent with the noise control policies outlined in the Hidden Hills General Plan similarly restrict construction noise to days and times which are less impactful. As the proposed General Plan Amendment and pre-zoning would not facilitate additional development beyond the level anticipated and analyzed in the General Plan EIR, and because any future development in the annexation area would have to adhere to the applicable General Plan policies and the time constraints in the annexing Cities' respective noise ordinances, impacts from future construction would remain less than significant.

Population and Housing

Displacement of People or Housing

The 2030 General Plan Final EIR finds that 2030 General Plan would facilitate the development of new housing without resulting in the displacement of substantial numbers of people or housing. Impacts are identified as less than significant. Since the proposed General Plan amendment and pre-zoning would not facilitate additional development substantially beyond the level anticipated in the General Plan EIR, it would facilitate a level of residential development consistent with that analyzed in the 2030 General Plan. The proposed General Plan amendment and pre-zoning would not result in displacement of additional people or housing, and impacts would remain less than significant.

Consistency with Population Forecasts

According to the 2030 General Plan Final EIR, development facilitated by the 2030 General Plan would add an estimated 4,777 residents to Calabasas, bringing the citywide population to approximately 28,502 persons. Although this population exceeds SCAG's 2030 growth forecast for the City by 902 people, maximum development is unlikely to occur within that timeframe and policies II-7 and II-13 in the Land Use Element would limit future growth. Therefore, the General Plan EIR identifies impacts related to the 2030 General Plan's consistency with population forecasts as being less than significant. Meanwhile, for the four properties slated to annex to the City of Hidden Hills, three of the properties are already fully developed with single-family homes, consistent with neighboring properties in the City and having the same zoning as is proposed for the annexation properties. The lone remaining property consists of slightly less than 8 acres, and is proposed for a zoning designation which would allow for

single-family residential development consistent with surrounding developed properties, and which is not expected to exceed six new units. Because the proposed General Plan amendment and pre-zoning would not facilitate additional development substantially beyond the level anticipated in the General Plan EIR, it would not facilitate additional population growth beyond that analyzed in the 2030 General Plan EIR. Impacts would, therefore, remain less than significant.

Jobs/Housing Balance

The 2030 General Plan Final EIR identifies impacts related to jobs/housing balance as less than significant because the 2030 General Plan includes goals and policies to provide a mix of jobs and housing, as well as three mixed-use districts that are specifically intended to facilitate the development of a residential and commercial uses in proximity to one another. The proposed General Plan amendments and pre-zoning would not facilitate additional residential or commercial development substantially beyond the level anticipated in the General Plan EIR. Therefore, impacts would remain less than significant.

Public Services

Fire Protection

The 2030 General Plan Final EIR finds that development in the City under the 2030 General Plan would not create the need for a new fire station. In addition, the General Plan EIR finds that if anticipated development infringes upon existing development's access to water pressure and water for fire flows, it would be required to upgrade water systems so that adequate services could be restored. Any development in either the City of Hidden Hills or the City of Calabasas must adhere to standard requirements set forth by the California Building Code (CBC). Furthermore, Safety Element policies in the two cities' respective General Plans specifically address wildfire hazards. Therefore, the General Plan EIR identifies impacts related to fire protection as less than significant.

The proposed General Plan amendments and pre-zoning would not facilitate additional development substantially beyond the level anticipated in the General Plan EIR, and any future development in the annexation territory would be required to comply with the California Building Code and policies in the Safety Element to minimize fire hazards. With adherence to these regulations and policies, impacts would remain less than significant.

Police Protection

According to the 2030 General Plan Final EIR, development facilitated by the 2030 General Plan would not result in the need to construct new police facilities. The General Plan EIR finds that implementation of policies XII-10, XII-13, and XII-14 in the Services, Infrastructure & Technology Element would further reduce impacts on police protection to a less than significant level. The proposed General Plan amendment and pre-zoning would not facilitate additional residential development relative to the level anticipated under the 2030 General Plan; therefore, it would not generate additional demand for police protection. The above policies from the 2030 General Plan would continue to apply to new development and impacts would remain less than significant.

Schools

The 2030 General Plan Final EIR finds that development facilitated by the 2030 General Plan would likely exacerbate conditions at schools in the Las Virgenes Unified School District (LVUSD), where all three elementary schools and the Calabasas High School are operating over capacity. Similarly, Round Meadow Elementary School in Hidden Hills (which is also part of the LVUSD system) would face additional pressure from substantial new population growth in Hidden Hills. Notwithstanding these conditions, the General Plan EIR identifies impacts to schools as less than significant with payment of State-mandated school impact fees by future developers, and with the application of policies that address school capacity impacts in the 2030 General Plan. As discussed above, the proposed General Plan amendments and pre-zoning would not facilitate additional residential development substantially beyond that analyzed in the 2030 General Plan Final EIR. Therefore, the amendment and pre-zoning would not result in additional demand for school services and impacts would remain less than significant.

Libraries

The 2030 General Plan Final EIR identifies impacts to libraries from the 2030 General Plan as less than significant, as the new Calabasas Library would meet the City's library needs through 2030. In July 2008, the new 25,000-square-foot library opened as anticipated. Since the proposed General Plan amendments and pre-zoning would not facilitate additional residential development substantially beyond that analyzed in the 2030 General Plan Final EIR, library service would remain sufficient for City residents and impacts would remain less than significant.

Recreation

Parks and Recreation Facilities

As discussed in the 2030 General Plan Final EIR, development facilitated by the 2030 General Plan would increase the City's population and proportionately increase demand for parks and recreation facilities. Although this increase in demand would exacerbate the City's shortfall in parkland (based on a target rate of 3 acres per 1,000 residents), the General Plan EIR finds that the development of three park sites identified in the 2030 General Plan would provide sufficient park acreage without creating significant environmental effects. Therefore, impacts are identified as less than significant. Since the proposed General Plan amendments and pre-zoning would not facilitate additional residential development substantially beyond that analyzed in the 2030 General Plan Final EIR, it would not result in significant additional demand for parkland. As concluded in the General Plan EIR, impacts would be less than significant.

Open Space

The 2030 General Plan Final EIR finds that although development facilitated by the 2030 General Plan could increase demand for open space, the City has sufficient land available to meet its target of 4,000 acres of open space. The Open Space Element also includes specific policies to achieve this target, including acquisition of lands for open space designation, and partnering with nonprofit organizations and adjacent jurisdictions to purchase development rights. Similarly, natural resource areas within the City of Hidden Hills are identified within the Natural Resources Element of the Hidden Hills General Plan, and policies seeking to protect such open space lands and to protect and conserve wildlife habitat are likewise promulgated in the document. Accordingly, the General Plan EIR identifies no significant impact with respect to open space, and because the proposed General Plan amendments and pre-zoning would not affect the availability of designated open space, nor introduce new threats to open space lands in either community, impacts would remain less than significant.

Transportation and Traffic

Intersections

The 2030 General Plan Final EIR identifies unavoidably significant impacts related to traffic congestion at the Calabasas Road/Valley Circle Boulevard intersection, based on forecasted roadway conditions under the 2030 General Plan. Implementation of mitigation measures TC-1(a) through TC-1(e) would reduce traffic impacts at intersections to a less than significant level; however, Mitigation Measure TC-1(d) (installing triple left-turn lanes at the eastbound Calabasas Road approach to the above intersection) is not considered feasible due to the high costs associated with the improvements.

The General Plan EIR finds that implementation of feasible mitigation measures targeting other congested intersections would reduce impacts to a less than significant level. Mitigation measures TC-1(a) and TC-1(c) from the General Plan EIR would reduce impacts at the intersections of Agoura Road/Lost Hills Road, Agoura Road/Las Virgenes Road, and Parkway Calabasas/Ventura Boulevard by requiring either a reduced floor-area ratio (FAR) or a maximum square footage of commercial development in the West Village mixed-use and Craftsman's Corner areas. The reduced FAR (from a FAR of 1.0 to 0.95) was implemented as a revision to the General Plan prior to adoption of the plan by the City Council. Also, Mitigation Measure TC-1(b) would require additional east-west capacity at the intersection of Ventura Freeway southbound ramps with the Calabasas Road, which has since been designed and engineered, and funded for construction in 2015. In addition, the General Plan EIR recommends Mitigation Measure TC-1(e) to develop a corridor plan to improve traffic conditions on the section of Calabasas Road between Parkway Calabasas and the Old Town area.

The four properties slated to annex to City of Hidden Hills will not affect any traffic intersections in that community. Since the proposed General Plan amendments and pre-zoning would not facilitate additional development beyond that analyzed in the 2030 General Plan

Final EIR, it would not increase the severity of impacts identified in the General Plan EIR and would not generate new significant impacts.

Traffic Hazards

The 2030 General Plan Final EIR identifies impacts associated with traffic hazards as less than significant. Although the 2030 General Plan would facilitate residential development along main travel corridors, increasing the potential for hazards to pedestrians, policies in the 2030 General Plan would increase traffic calming and walkability. The General Plan EIR finds that implementation of these policies, in combination with continued application of standard safety requirements and ongoing City programs would generally improve overall safety conditions for pedestrians throughout the City. Since the proposed General Plan amendment and pre-zoning would not facilitate additional development substantially beyond that analyzed in the 2030 General Plan Final EIR, impacts would remain less than significant.

Alternative Transportation

The 2030 General Plan Final EIR identifies impacts on alternative transportation as beneficial. The 2030 General Plan includes a range of policies aimed at enhancement of alternative transportation mode opportunities throughout the City. Moreover, it facilitates growth in mixed-use areas that are generally supportive of alternative transportation since residences, employment centers, and services are generally closer together. Because the proposed General Plan amendments and pre-zoning are consistent with development projections analyzed in the 2030 General Plan Final EIR (both in terms of amount and land use patterns or relationships), impacts to alternative modes of transportation would remain beneficial.

Ventura Freeway Congestion

The 2030 General Plan Final EIR finds that development under the 2030 General Plan would contribute to existing and future congestion at the Ventura Freeway interchanges and segments located within the City. However, programmed improvements would address congestion at the interchanges with Lost Hills Road and Las Virgenes Road, while Mitigation Measure TC-1(b) (as discussed above) would reduce impacts to the interchange with Calabasas Road to a less than significant level. These measures, in combination with 2030 General Plan policies addressing traffic on the Ventura Freeway, would reduce impacts to less than significant.

For any future development proposed in the annexation area, traffic-related policies in the 2030 General Plan would continue to apply. For example, Policy VI-25 would require new development to provide and/or fund transit facilities. In addition, the proposed General Plan amendments and pre-zoning would not facilitate additional growth and associated traffic, relative to levels analyzed in the General Plan EIR; accordingly, impacts would remain less than significant.

Utilities and Service Systems

Water Supply and Demand

According to the 2030 General Plan Final EIR, implementation of the 2030 General Plan would result in a permanent increase in the City's water demand relative to baseline conditions. However, the Las Virgenes Municipal Water District indicates that it would be able to meet supplemental water needs under all supply and demand conditions through 2030 with a 20%-25% reserve capacity. Furthermore, adherence to 2030 General Plan policies would minimize impacts to water supplies and facilities. Therefore, the General Plan EIR identifies such impacts as less than significant.

Since the proposed General Plan amendments and pre-zoning would facilitate a level of growth that is consistent with growth anticipated under the 2030 General Plan, it would not result in additional water demand beyond what was analyzed in the General Plan EIR. In addition, applicants for development would be required to pay for infrastructure necessary for the project operation, and individual projects would remain subject to CEQA review. Impacts would remain less than significant.

Wastewater

The 2030 General Plan Final EIR identifies wastewater impacts as less than significant, as the Tapia Water Reclamation Facility (TWRP) that serves the City has sufficient treatment capacity to accommodate maximum development facilitated by the 2030 General Plan. Since the proposed General Plan amendment and pre-zoning would not facilitate additional development beyond that analyzed in the 2030 General Plan Final EIR, it would not result in additional residential wastewater demand. Impacts would remain less than significant.

Solid Waste

Development that could occur throughout the lifetime of the 2030 General Plan would contribute to an acceleration of the timeline for closure of the Calabasas Landfill, according to the 2030 General Plan Final EIR. However, in response to the landfill's anticipated closure in 2028, the City has implemented a goal of 75% diversion of solid waste. The General Plan EIR finds that compliance with this goal would delay closure of the landfill, while 2030 General Plan policies would also ensure effective management of solid waste generated in Calabasas. Therefore, the General Plan EIR identifies impacts related to solid waste as less than significant.

The proposed General Plan amendment and pre-zoning would facilitate a level of growth that is consistent with growth anticipated under the 2030 General Plan. Given compliance with the City's targeted diversion rate, the amendment and pre-zoning would not result in additional solid waste generation relative to the General Plan EIR's projections. Impacts would remain less than significant.

CONCLUSION

The proposed General Plan amendments and pre-zoning are consistent with the General Plan EIR that was certified by the City of Calabasas City Council in December 2008. Consequently, the proposed General Plan amendments and pre-zoning would not create any new significant impacts or increased severity impacts as compared to what was identified in the General Plan EIR, and an Addendum is the appropriate environmental document under CEQA.

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APPENDIX A

Parcels Slated to Annex to City of Calabasas					
	APN	Address	Size (Acres)	Existing Land Use	Pre-Zone Classification
1	2049-029-079		1.4	VACANT LAND	Rural Residential (RR)
2	2049-029-082		0.36	VACANT LAND	Rural Residential (RR)
3	2049-029-083	5096 PARKWAY CALABASAS	1.56	VACANT LAND	Rural Residential (RR)
4	2049-029-084		2.17	VACANT LAND	Rural Residential (RR)
5	2049-029-085		0.91	VACANT LAND	Rural Residential (RR)
6	2049-029-089	5190 PARKWAY CALABASAS	3.08	RESIDENTIAL	Rural Residential (RR)
7	2049-029-090	5170 PARKWAY CALABASAS	2.39	RESIDENTIAL	Rural Residential (RR)
8	2049-029-091	5142 PARKWAY CALABASAS	1.89	RESIDENTIAL	Rural Residential (RR)
9	2049-029-092	5110 PARKWAY CALABASAS	1.01	RESIDENTIAL	Rural Residential (RR)
10	2049-029-093	5056 PARKWAY CALABASAS	0.95	RESIDENTIAL	Rural Residential (RR)
11	2049-029-094	5045 PARKWAY CALABASAS	1.02	RESIDENTIAL	Rural Residential (RR)
12	2049-029-095	5065 PARKWAY CALABASAS	1.2	RESIDENTIAL	Rural Residential (RR)
13	2049-029-096	5079 PARKWAY CALABASAS	1.29	RESIDENTIAL	Rural Residential (RR)
14	2049-029-097	5093 PARKWAY CALABASAS	1.18	RESIDENTIAL	Rural Residential (RR)
15	2049-029-098	5109 PARKWAY CALABASAS	1.01	RESIDENTIAL	Rural Residential (RR)
16	2049-029-099	5141 PARKWAY CALABASAS	1.32	RESIDENTIAL	Rural Residential (RR)
17	2049-029-100	5167 PARKWAY CALABASAS	1.36	RESIDENTIAL	Rural Residential (RR)
18	2049-029-101	5183 PARKWAY CALABASAS	1.54	RESIDENTIAL	Rural Residential (RR)
19	2049-029-102	5195 PARKWAY CALABASAS	1.14	RESIDENTIAL	Rural Residential (RR)
20	2049-029-103	5196 PARKWAY CALABASAS	1.02	RESIDENTIAL	Rural Residential (RR)
21	2049-029-104	5178 PARKWAY CALABASAS	1.02	RESIDENTIAL	Rural Residential (RR)
22	2049-029-105	5154 PARKWAY CALABASAS	1.01	RESIDENTIAL	Rural Residential (RR)
23	2049-029-106	5128 PARKWAY CALABASAS	0.87	RESIDENTIAL	Rural Residential (RR)
24	2049-029-114		1.1	VACANT LAND	Rural Residential (RR)
25	2049-029-115	5192 PARKWAY CALABASAS	2.59	RESIDENTIAL	Rural Residential (RR)
26	2049-029-116	5096 PARKWAY CALABASAS	0.14	RESIDENTIAL	Rural Residential (RR)
27	2049-029-117	5092 PARKWAY CALABASAS	0.93	RESIDENTIAL	Rural Residential (RR)
28	2049-029-118		0.12	RESIDENTIAL	Rural Residential (RR)
29	2049-029-119	5096 PARKWAY CALABASAS	1.35	RESIDENTIAL	Rural Residential (RR)
30	2049-029-120		0.13	VACANT LAND	Rural Residential (RR)
31	2049-029-121		1.52	VACANT LAND	Rural Residential (RR)
32	2049-029-122		0.14	RESIDENTIAL	Rural Residential (RR)
33	2049-029-123	5077 SCHUMACHER RD	2	RESIDENTIAL	Rural Residential (RR)
34	2049-022-031	5155 OLD SCANDIA LN	5.12	EQUESTRIAN	Rural Residential (RR)
35	2049-019-004	23833 VENTURA BLVD	0.34	COMMERCIAL	Comm. Mixed Use -- 0.95
36	2049-019-005	23875 VENTURA BLVD	0.82	COMMERCIAL	Comm. Mixed Use -- 0.95

37	2049-019-006	23917 CRAFTSMAN RD	0.24	COMMERCIAL	Comm. Mixed Use -- 0.95
38	2049-019-007	23915 VENTURA BLVD	0.23	INDUSTRIAL	Comm. Mixed Use -- 0.95
39	2049-019-009	23961 CRAFTSMAN RD	1.33	INDUSTRIAL	Comm. Mixed Use -- 0.95
40	2049-019-010	23951 CRAFTSMAN RD	0.3	COMMERCIAL	Comm. Mixed Use -- 0.95
41	2049-019-013	23943 CRAFTSMAN RD	2.46	COMMERCIAL	Comm. Mixed Use -- 0.95
42	2049-019-014	23925 CRAFTSMAN RD	0.35	VACANT LAND	Comm. Mixed Use -- 0.95
43	2049-019-015	5146 DOUGLAS FIR RD	0.48	COMMERCIAL	Comm. Mixed Use -- 0.95
44	2049-019-024	23815 VENTURA BLVD	0.34	COMMERCIAL	Comm. Mixed Use -- 0.95
45	2049-019-027	5145 DOUGLAS FIR RD	1.68	COMMERCIAL	Comm. Mixed Use -- 0.95
46	2049-019-028	5124 DOUGLAS FIR RD	1.12	INDUSTRIAL	Comm. Mixed Use -- 0.95
47	2049-019-030	5177 DOUGLAS FIR RD	0.93	COMMERCIAL	Comm. Mixed Use -- 0.95
48	2049-019-033		0.22	COMMERCIAL	Comm. Mixed Use -- 0.95
49	2049-019-034		0.28	COMMERCIAL	Comm. Mixed Use -- 0.95
50	2049-019-041	23987 CRAFTSMAN RD	0.46	COMMERCIAL	Comm. Mixed Use -- 0.95
51	2049-019-042	23981 CRAFTSMAN RD	0.49	INDUSTRIAL	Comm. Mixed Use -- 0.95
52	2049-019-044	23999 VENTURA BLVD	0.33	COMMERCIAL	Comm. Mixed Use -- 0.95
53	2049-019-054	23915 VENTURA BLVD	1.95	INDUSTRIAL	Comm. Mixed Use -- 0.95
54	2049-019-056	5171 DOUGLAS FIR RD	1.71	INDUSTRIAL	Comm. Mixed Use -- 0.95
55	2049-019-057	24000 VENTURA BLVD	0.05	VACANT LAND	Comm. Mixed Use -- 0.95
56	2049-019-058	24000 VENTURA BLVD	0.21	COMMERCIAL	Comm. Mixed Use -- 0.95
57	2049-019-059	23811 VENTURA BLVD	2.59	INDUSTRIAL	Comm. Mixed Use -- 0.95
58	2049-019-060		3.77	VACANT LAND	Comm. Mixed Use -- 0.95
59	2049-019-061		6.69	COMMERCIAL	Comm. Mixed Use -- 0.95
60	2049-021-030	24101 VENTURA BLVD	0.55	COMMERCIAL	Comm. Mixed Use -- 0.95
61	2049-021-033	24031 VENTURA BLVD	5.86	INDUSTRIAL	Comm. Mixed Use -- 0.95
62	2049-021-038		0.15	VACANT LAND	Comm. Mixed Use -- 0.95
63	2049-021-044	4900 ARWOLINDA ST	0.63	COMMERCIAL	Comm. Mixed Use -- 0.95
64	2049-021-048	24005 VENTURA BLVD # BLDG	0.96	COMMERCIAL	Comm. Mixed Use -- 0.95
65	2049-021-049	24007 VENTURA BLVD	1.35	COMMERCIAL	Comm. Mixed Use -- 0.95
66	2049-021-050	24009 VENTURA BLVD	0.72	COMMERCIAL	Comm. Mixed Use -- 0.95
67	2049-021-051	24015 VENTURA BLVD	0.5	COMMERCIAL	Comm. Mixed Use -- 0.95
68	2049-021-053	5034 PARKWAY CALABASAS	4.86	INDUSTRIAL	Comm. Mixed Use -- 0.95
69	2049-021-054	5000 PARKWAY CALABASAS	4.38	COMMERCIAL	Comm. Mixed Use -- 0.95
70	2049-021-055		0.04	VACANT LAND	Comm. Mixed Use -- 0.95
71	2049-021-057	24011 VENTURA BLVD	0.18	COMMERCIAL	Comm. Mixed Use -- 0.95
72	2049-021-060	24013 VENTURA BLVD	0.09	VACANT LAND	Comm. Mixed Use -- 0.95
73	2049-021-061	24013 VENTURA BLVD	0.34	COMMERCIAL	Comm. Mixed Use -- 0.95
74	2049-021-062	24050 VENTURA BLVD	0.54	COMMERCIAL	Comm. Mixed Use -- 0.95
75	2049-021-064	24011 VENTURA BLVD	0.16	COMMERCIAL	Comm. Mixed Use -- 0.95
76	2049-021-066		0.48	VACANT LAND	Comm. Mixed Use -- 0.95
77	2049-021-067	5023 PARKWAY CALABASAS	1.25	COMMERCIAL	Comm. Mixed Use -- 0.95
78	2049-021-900		0.04		Comm. Mixed Use -- 0.95
79	2049-022-040		3.83	VACANT LAND	Comm. Mixed Use -- 0.95

80	2049-043-005		4.98	VACANT LAND	Comm. - Business Park (CB)
81	2049-043-006	24151 VENTURA BLVD	16.96	COMMERCIAL	Comm. - Business Park (CB)
82	2049-022-032	5068 OLD SCANDIA LN	10.14	(Pet Cemetery)	Comm. - Limited (CL)
83	2049-005-901		0.71	Water Tank	Public Facility (PF)
84	2049-043-900		1.00	Water Tank	Public Facility (PF)

Parcels Slated to Annex to City of Hidden Hills

	APN	Address	Size (Acres)	Existing Land Use	Pre-Zone Classification
85	2049-016-026	23763 OAKFIELD RD	1.51	RESIDENTIAL	Residential Agri. Suburban
86	2049-016-034	23747 OAKFIELD RD	1.49	RESIDENTIAL	Residential Agri. Suburban
87	2049-016-027	23760 OAKFIELD RD	1.32	RESIDENTIAL	Residential Agri. Suburban
88	2049-022-030	(none)	7.96	Undeveloped	Residential Agri. Suburban



Approved by City Manager:



CITY *of* CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 1, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: **ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
MARINA ISSAKHANI, ENVIRONMENTAL CONSULTANT**

SUBJECT: SELECTION OF SOLID WASTE SERVICE PROVIDER

MEETING

DATE: OCTOBER 14, 2015

SUMMARY RECOMMENDATION:

Staff and citizen committee recommend that City Council award an exclusive franchise agreement to Waste Management for Cart and Regular Bin Collection Services with a start date of February 29, 2016.

BACKGROUND:

At the March 11, 2015, City Council meeting, City Council directed Staff to issue an RFP for Solid Waste and Recyclables Collection. The City currently has three separate franchise agreements for Residential, Commercial and Temporary Roll-off Services that are set to expire on February 28, 2016. City Staff was directed to proceed with an RFP process with the option of issuing combined or separate agreement(s) for residential and commercial services only. City Council recommended to leave temporary roll-off services open under a non-exclusive system.

ANALYSIS:

The City issued the RFP (Attachment A) on July 6, 2015. Notice of availability of the RFP was sent to over twenty trash hauling companies. The goal of the RFP was

to find a suitable company that provides safe and reliable services to the community while also meeting State AB939 requirements and the City's interests/requirements. The City's interests are to provide residents with the proper education and opportunities to participate in various recycling programs, which will in turn help increase the City's diversion rate.

The following services were included in the RFP in addition to basic cart and regular bin collection:

- Bulky Item Pick-up
- Residential Move-in Collection
- Valet Service
- Holiday Tree Collection
- Mulch Give-away
- Door-to-Door Household Hazardous Waste Collection (Optional)
- ABOP Collection Service
- Street litter container/Bus stop litter container collection

On July 14, 2015, the City conducted a pre-proposal meeting to present an overview of the RFP and to answer the first round of questions submitted by interested haulers. Seven companies attended the pre-proposal meeting. Between July 6, 2015 and August 6, 2015, the City received a total of 57 questions from these companies. All questions were responded to in four written addenda issued by the City. In addition, the City provided a tour of the following gated communities: The Oaks, Mont Calabasas and Westridge Community.

The City extended the deadline to submit proposals from July 31, 2015 to August 6, 2015 per request from the haulers. On August 6, the City received proposals from the following four companies: American Reclamation, Athens Services, NASA Services, and Waste Management. A citizen committee was established for the evaluation and selection process. The committee consisted of residents Pamela Lundquist from Mont Calabasas, Brian Cameron from The Oaks, and Julie Elginer, chair of the Environmental Commission. In addition, the City utilized the services of Solid Waste Consultant, David Davis, to provide guidance and expertise to the citizen committee regarding the evaluation process. City Staff, Robert Yalda and Marina Issakhani were also involved in facilitating the process.

The committee met on August 13, 2015 to discuss and establish a set of criteria (see Attachment C) to use as a method of evaluation. Each committee member was then given two weeks to individually assess and review the proposals. The committee reconvened on August 27, 2015 to review their findings and select the top two candidates to be interviewed. Based on the committee's evaluations, Waste Management and Athens Services were selected as finalists for the

interviews. The interviews, which were conducted on September 22, 2015, consisted of two parts: a presentation made by the hauler, and follow up questions presented by the committee.

Based on the interviews and final evaluations of the proposals, the citizen committee unanimously decided that Waste Management offered the greatest value to the City. A presentation will be made by Dave Davis at the meeting to discuss further details regarding the proposals and evaluation process.

FISCAL IMPACT/SOURCE OF FUNDING:

The City will receive an annual franchise fee of approximately \$218,000.

REQUESTED ACTION:

Staff and citizen committee recommend that City Council award an exclusive franchise agreement to Waste Management for Cart and Regular Bin Collection Services with a start date of February 29, 2016.

ATTACHMENTS:

- Attachment A: Solid Waste and Recyclables Collection RFP
- Attachment B: Solid Waste Collection Service Agreement
- Attachment C: Proposal Evaluation Criteria

REQUEST FOR PROPOSALS
FOR
SOLID WASTE AND RECYCLABLES COLLECTION



CITY *of* CALABASAS

Distributed on July 6, 2015

Proposals Due on

Friday, July 31, 2015 at 3:00 p. m.

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Appendix A – Rate Proposal Forms and Instructions

Appendix B – Draft Franchise Agreement

Section 1 INTRODUCTION

1.1 SOLID WASTE PROGRAM GOALS

The City of Calabasas (City) is requesting proposals from companies that have demonstrated experience in providing solid waste collection services to local governments. Firms who place a high priority on customer service and the diversion of waste from landfill disposal are encouraged to submit a proposal. The goals of the City’s solid waste management program are to:

- Deliver safe, reliable, high-quality collection service at competitive rates;
- Provide state-of-the-industry services that maximize the value of recovered resources, minimize the amount of waste landfilled, and protect the environment, and;
- Minimize administrative burden on City staff

1.2 SOLID WASTE PROGRAM BACKGROUND

Prior to 2009, the City arranged for refuse collection service through a non-exclusive permit system in which several haulers openly competed for residential and commercial customers. In 2009, the City ended the non-exclusive system, and awarded three exclusive franchise agreements. The City awarded one exclusive agreement for each of the three service sectors shown below in Table 1.

Table 1 Exclusive Franchise Agreements

Current Agreement	Service Sector	Current Service Provider
Cart Collection Services Agreement	Cart Collection Service to Single-family and Multi-family Customers	Waste Management
Container Collection Services Agreement ¹	Regular Bin Collection Service to Multi-family and Commercial Customers; Regular Rolloff Collection Service to Commercial Customers	Waste Management
Temporary Collection Services Agreement	Temporary Bin and Rolloff Collection Service to Construction & Demolition Customers	Recology

¹ In this RFP, the draft agreement to replace the Container Collection Services Agreement has been renamed the Regular Bin and Rolloff Collection Agreement to more accurately describe the services it covers.

In 2007, the City adopted a resolution to achieve a 75% diversion goal by 2012. This goal was incorporated into each of the three franchise agreements that were awarded in 2009. In each agreement, the basis of measurement for the 75% diversion goal is limited to only the material handled by the service provider; it does not take into account any 'upstream' or 'third party' waste prevention or diversion.

1.3 CITY'S COMMITMENT TO ENVIRONMENTAL STEWARDSHIP

The City has a high commitment to environmental stewardship. In addition to the 75% diversion goal, the City has adopted additional solid waste-related ordinances.

- In 2007, the City adopted an ordinance banning the use of expanded polystyrene (Styrofoam) for food packaging.
- In 2011, the City approved an ordinance to ban the use of single-use carryout plastic bags in supermarkets and convenience stores.

In alignment with its commitment to environmental stewardship, the City seeks to include state-of-the industry best management practices in its new solid waste franchise agreement(s).

1.4 PROCUREMENT SCOPE AND OBJECTIVES

The scope of this procurement includes Cart Collection Service, and Regular Bin and Rolloff Collection Service. Temporary bin and rolloff (C&D) collection service is not a part of this procurement. The City intends to manage temporary bin and rolloff service as an open permit system.

In this procurement, the City has several objectives:

1. Conduct a fair and transparent procurement process to obtain the greatest value in solid waste handling services for the City's residents and businesses.
2. Provide the City with the flexibility to either:

- a. Award two separate exclusive contracts to two separate companies; one contract for Cart Collection Service, and another contract for Regular Bin and Rolloff Service, or,
 - b. Award a single exclusive contract to one company for both Cart Collection Service and Regular Bin and Rolloff Service.
3. Understand the incremental cost of certain optional state-of-the-industry waste management programs such as door to door HHW collection, and commercial organics collection.
 4. Understand the incremental rate premium, if any, required by proposers to guarantee the achievement of higher diversion goals.

1.5 PROCUREMENT APPROACH

To achieve these procurement objectives, the City has prepared rate proposal forms (included in Appendix A) that enable proposers to offer price proposals for each service sector individually, or a combination of the two service sectors.

The City is requesting that proposers submit separate price proposals for both service sectors, as well as combination pricing for the award of both service sectors to a single proposer. However, proposers may also submit proposals solely for Cart Collection Service or Regular Bin and Rolloff Collection Service.

The City is also requesting that proposers submit separate cost proposals for certain optional state-of-the-industry waste management programs such as door to door HHW collection, and commercial organics collection.

Finally, the City is requesting rate proposals that correspond to guaranteeing the achievement of a 'base' diversion goal for each service sector. In addition, the City is providing proposers the opportunity to offer to guarantee the achievement of diversion goals that are higher than the 'base' diversion goals. Proposers may offer to guarantee to achieve higher diversion at the same rates as those that correspond to the 'base' proposal, or for rates that are higher than the 'base' proposal.

The purpose for gathering this information from proposers is to give the City the market information it needs to negotiate one or two franchise agreements that represent the greatest value to the City.

1.6 DRAFT FRANCHISE AGREEMENT

To provide proposers with an understanding of the contract terms under which they will provide service, the City has prepared a draft franchise agreement, which is included in Appendix B. If necessary, this draft agreement can be divided into two separate franchise agreements; one agreement for each service sector. Most of the provisions in the draft franchise agreement will apply to a single agreement, or to separate agreements for both service sectors.

However, certain provisions of the draft agreement pertain only to particular service sectors. These provisions that are unique to a particular service sector are designated within the draft agreement as shown below in Table 2.

Table 2 Designated Sections of Draft Franchise Agreement

Draft Franchise Agreement Provisions that Pertain Only to the:	Are:
Cart Collection Services Agreement	Highlighted in Yellow
Regular Bin and Rolloff Collection Agreement	<u>Underlined</u>

In the event that the City elects to negotiate and award separate franchise agreements, the City will use the draft franchise agreement in Appendix B as the basis for preparing those separate agreements.

Section 2 **RFP PROCESS**

2.1 **OVERVIEW**

This RFP outlines the City's procurement process, provides background information about the City, summarizes the scope of services and key contract terms, and describes the information that proposers must include in their proposals.

2.2 **PROPOSERS LIST**

Potential proposers who are interested in receiving answers to questions, or amendments related to this RFP should send an email to Marina Issakhani at missakhani@cityofcalabasas.com and request to be placed on the proposers list.

2.3 **MANDATORY PRE-PROPOSAL MEETING**

All proposers must attend a pre-proposal meeting on Tuesday, July 14, 2015 at 10:00 a.m. The pre-proposal meeting will be held in The Founders Hall in the Civic Center Library at 200 Civic Center Way (next door to City Hall). The City reserves the right to reject proposals received from proposers that do not attend the pre-proposal meeting. The City requests that interested proposers RSVP for the mandatory pre-proposal to Marina Issakhani by Wednesday, July 8, 2015.

2.4 **SCHEDULE**

The City intends to procure new solid waste collection services according to the schedule shown on the following page in Table 3.

Table 3 Procurement Schedule

Activity/Event	Date
City releases RFP	Monday, July 6, 2015
Proposers RSVP for mandatory pre-proposal meeting	Wednesday, July 8, 2015
Deadline for proposers to submit questions that will be addressed at the pre-proposal meeting	Thursday, July 9, 2015
City conducts mandatory pre-proposal meeting and provides answers to first round of written questions	10:00 am Tuesday, July 14, 2015
City issues summary of responses provided at the pre-proposal meeting and RFP addendum if necessary	Friday, July 17, 2015
Deadline for proposers to submit any final follow-up written questions	Tuesday, July 21, 2015
City issues answers to any follow-up questions.	Thursday, July 23, 2015
Proposers submit proposals	3:00 pm Friday, July 31, 2015
Evaluation committee reviews proposals and interviews shortlisted proposer(s)	Friday, August 28, 2015
Evaluation committee recommends finalist proposer(s) to City Council.	Wednesday, September 9, 2015
City Council selects contractor(s)	Wednesday, October 14, 2015
City completes negotiations with contractor(s)	Friday, October 30, 2015
City Council approves collection agreement(s)	Wednesday, December 9, 2015
Selected contractor(s) begin new service	Monday, February 29, 2016

2.5 PROPOSAL TERMS AND CONDITIONS

By submitting a proposal and participating in this procurement process, proposers agree to the following terms and conditions:

City's Rights

The City's rights include, but are not limited to, the following:

- Withdrawing, reissuing or modifying the RFP.
- Requesting clarification and/or additional information from any proposer at any point in the procurement process.

- Executing any or all of the draft agreements with a proposer (or proposers) on the basis of the original proposals and/or any other information submitted by the proposers during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, or waiving any requirements of the RFP.
- Negotiating with more than one proposer or other service provider, either sequentially or simultaneously, for all or any of the services or contracts in this RFP.
- Accepting a proposal that may not offer the lowest cost but offers the best overall value to the City.

Proposer's Responsibilities

It is the responsibility of each proposer to do the following before submitting its proposal:

- Thoroughly examine this RFP, including the draft agreement and any amendments.
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP and the attached agreement, including inspection of the City's terrain, streets and service locations.
- Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, permitting, progress, performance, or services.
- Clarify, with the City, any conflicts, errors, or discrepancies in this RFP.
- Agree not to collaborate or discuss with other proposers the content of the proposal or the service fees proposed.
- Direct all questions or comments about this RFP via emails only to:

Marina Issakhani
Recycling Coordinator
City of Calabasas
missakhani@cityofcalabasas.com

Failure to uphold these responsibilities may result in the proposer being precluded from further consideration.

Verification of Information

The City, and its consultants or legal counsel, may be conducting reference checks on proposers that may involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in the oversight of proposers' facilities and operations. In addition, the City may review the proposers' litigation history, regulatory actions, safety records, and diversion history. The proposer's submission of a proposal shall constitute an agreement to cooperate with such a review.

Consequence of Submission of a Proposal

The submission of a proposal shall not be deemed an agreement between the proposer and the City. The proposal is a contractual offer by the proposer to perform services in accordance with the proposal. Acceptance of a proposal by the City obligates the proposer to enter into good faith negotiations based on the proposal submitted. Any agreement shall not be binding on the City unless and until it is executed by the City and the selected proposer, and any conditions precedent to its effectiveness have been satisfied.

Proposal Costs

The cost of investigating, preparing and submitting a proposal is the sole responsibility of the proposer. The City will not reimburse any proposer for any costs associated with the preparation and submission of a proposal.

2.6 WRITTEN QUESTIONS

All questions or requests for information regarding this RFP must in writing and sent via email to the City's contact person for this RFP, Marina Issakhani. To preserve the integrity of the RFP process and to ensure that all proposers are provided consistent information, interested parties are prohibited from contacting City staff, City consultants, or elected or appointed officials of the City. The City reserves the right to reject proposals from proposers who contact City staff, City consultants, or elected or appointed officials of the City after the date this RFP is issued.

2.7 PROPOSAL SUBMISSION

All proposals must be received by the City Clerk's office at the address below no later than 3:00 p.m. on Friday, July 31, 2015. Proposals received after this time and date will be returned unopened. Proposers must hand deliver proposal packages, and obtain a delivery receipt. Proposal packages shall be delivered to:

City Clerk
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

Proposer shall submit:

- One (1) bound, fully executed original;
- Nine (9) bound copies; and,
- One (1) CD or thumb drive with a PDF copy of the proposal and the Excel workbook with the completed rate proposal forms

The package shall be clearly labeled:

PROPOSAL FOR SOLID WASTE COLLECTION SERVICES
FROM:
Name of Proposer:
Address:
Contact Person:
Cell Phone Number:

2.8 EVALUATION PROCEDURES AND CRITERIA

An evaluation team will be designated by the City. The evaluation team will conduct a detailed evaluation of the proposals, conduct reference checks, request additional information, score and rank the proposals, and prepare a recommendation to the City Council. During the process, proposers may be required to attend interviews, allow site

visits, and make presentations to the City. Proposals will be objectively evaluated based on criteria that may include, but not limited to, the following:

- Responsiveness
- Experience in serving local governments
- Waste diversion experience
- Technical proposal
- Safety record
- Exceptions taken to draft agreement
- Financial Resources
- Proposed rates

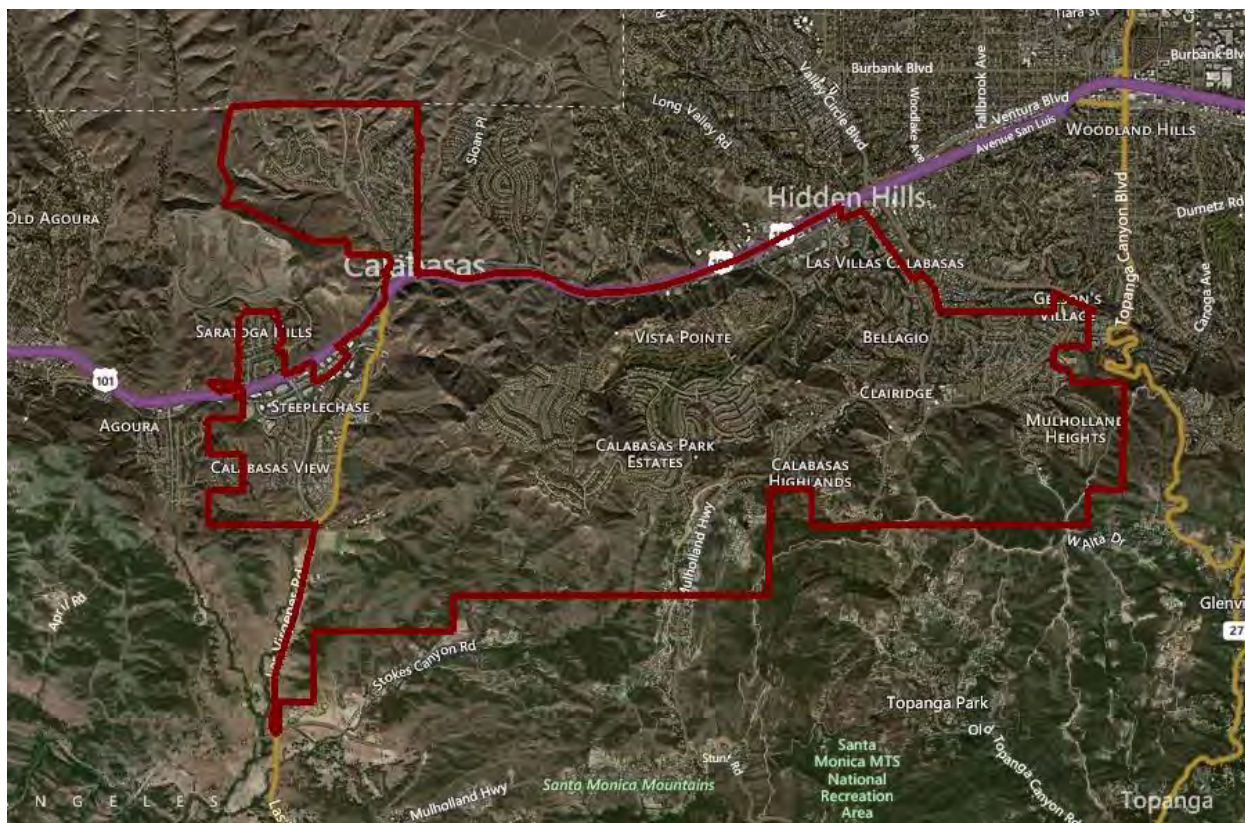
The evaluation team may recommend that the City negotiate with one or more proposers, and may recommend that the City enter into one or two franchise agreements for the two service sectors.

Section 3 BACKGROUND INFORMATION

3.1 GEOGRAPHIC INFORMATION

The City of Calabasas is located in Los Angeles County and includes approximately 13 square miles of hilly terrain. The City is predominately located south of US Route 101 and southwest of Mulholland Drive. The City is almost completely encircled by unincorporated land and divided by a state protected park. One small portion of the City borders the city of Los Angeles. The current city boundaries are shown below in Image 1.

Image 1 – Aerial View of City Limits



3.2 DEMOGRAPHIC PROFILE

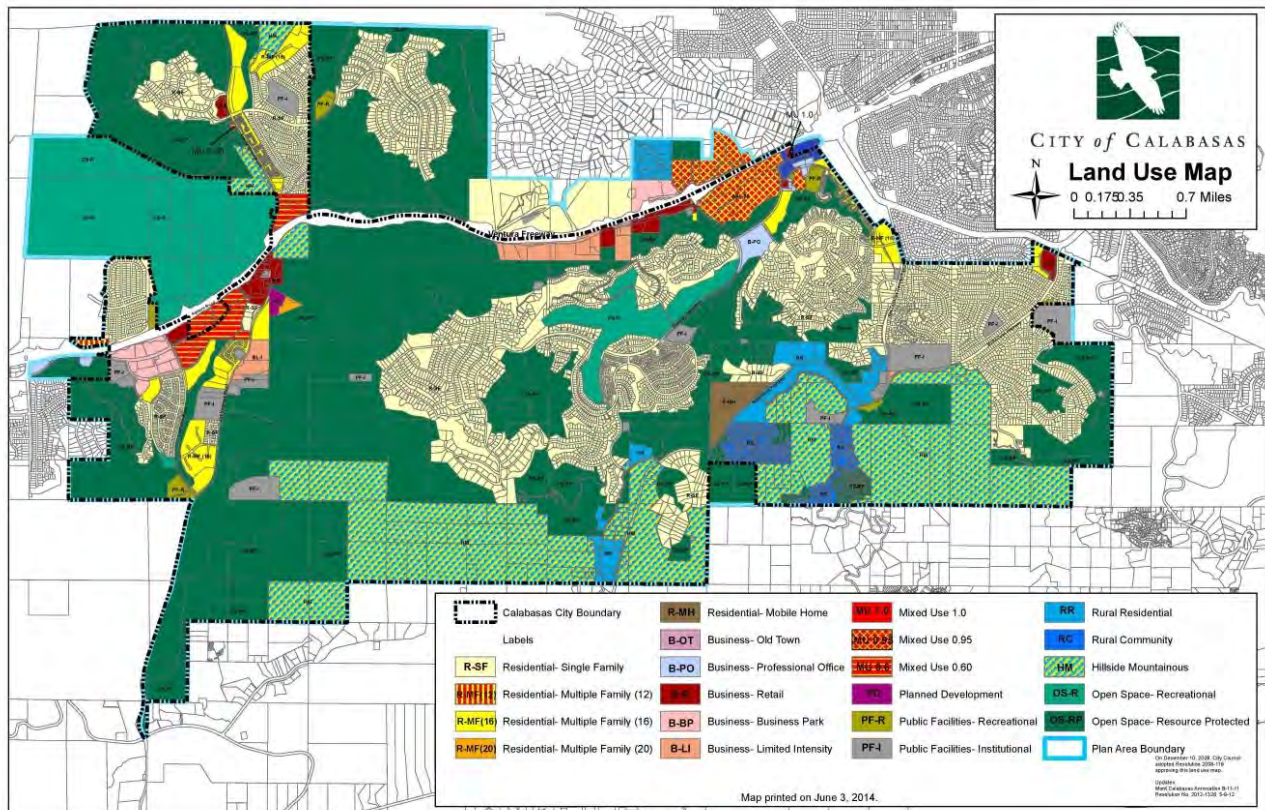
The City's current population is approximately 24,000. Since 2007, the City's population has grown by approximately 5%. There are approximately 17,200 jobs in the City. Since 2007, the number of jobs in the City has grown by approximately 10%. The median

household annual income is approximately \$125,000, and the median home value is approximately \$900,000. In 2013, the City was ranked as the 13th Safest City in California by Safewise.com.

3.3 LAND USE

Significant portions of the City are designated as open space. In 2005, residents overwhelmingly passed a local ballot initiative that preserved existing areas of open space by requiring two-thirds voter approval before any land in the City designated as open space may be used for another purpose. As a result, most future growth is expected to come from annexations of unincorporated areas that are within the City's sphere of influence. The land use map below in Image 2 shows the City's current boundaries (dotted line) and the boundaries of its sphere of influence (light blue line).

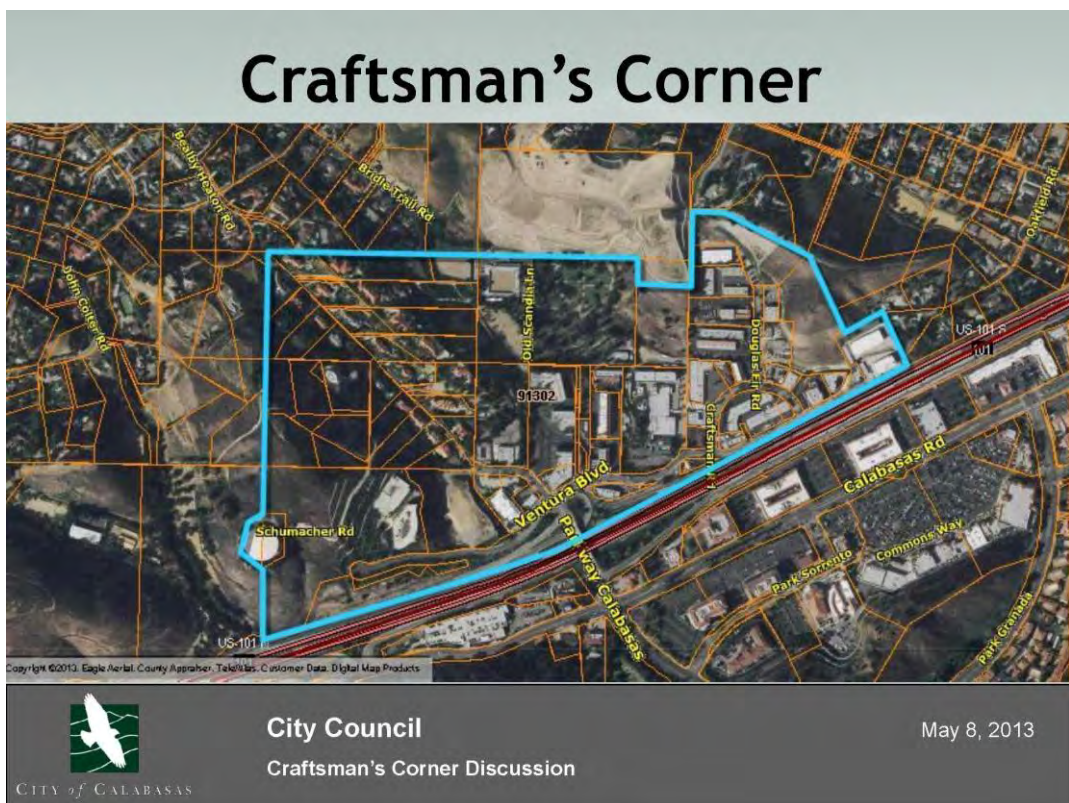
Image 2 – Land Use Map



3.4 PENDING ANNEXATIONS

The City is currently in the process of annexing two unincorporated areas into the City. The Agoura Hills Road Annexation includes 43 acres on Agoura Road east of Liberty Canyon Road. All of this land will be kept as open space with the exception of the two existing office buildings (Spirent and Kythera). The Craftsman's Corner annexation entails approximately 145 acres north of US Route 101, which includes several retail, office, and multi-family premises. A map of the Craftsman's Corner annexation is shown below in Image 3. The City expects the Agoura Road annexation to be complete by the end of 2015, and expects the Craftsman's Corner annexation to be complete sometime in 2016. Upon annexation, customers in these areas will be subject to Section 2.4 of the franchise agreement, and Section 49520 et. seq. of the Public Resources Code.

Image 3 - Craftsman's Corner Annexation



3.5 CURRENT CONTRACT EXPIRATION DATE

The Cart Collection Services Agreement and the Container Collection Services Agreement with Waste Management are set to expire on February 28, 2016.

3.6 CURRENT CUSTOMER RATES

The current rates for the Cart Collection Service Agreement and the Container Collection Services Agreement are shown below and on the following pages in Tables 4, 5, and 6.

3.6.1. CART COLLECTION SERVICES AGREEMENT

Table 4 Current Monthly Residential Cart Rates

Curbside Service (rate per month):			
Cart Size	Standard	Condos	Valet
32 gallon	\$15.79	\$12.21	\$33.89
64 gallon	\$23.68	\$20.10	\$41.79
96 gallon	\$28.94	\$25.35	\$47.04
Service Options			
Cutoff/Restart Fee			\$20.22
Credit Card Convenience Fee			\$8.09
Senior Discount			10%
Extra 96 gallon cart Std./Condo (per month)			\$8.31
Extra 64 gallon cart Std./Condo (per month)			\$5.20
Extra 96 gallon cart Valet (per month)			\$14.55
Extra 64 gallon cart Valet (per month)			\$11.33
Extra Pickup (Bags) on Pickup Day			\$3.03
Extra Pickup (Carts) on Pickup Day			\$5.06
Extra Pickup – Non-Pickup Day			\$25.28
Bulky Item Pickups - (4 items)			\$25.28
Additional Bulky Items			\$15.17
Electronics			\$25.28

3.6.2. CONTAINER COLLECTION SERVICES AGREEMENT

Table 5 Current Monthly Regular Bin Rates

Bin Size	Pickups Per Week					
	1	2	3	4	5	6
1.5 yard	\$74.75	\$149.51	\$224.25	\$299.0	\$373.76	\$448.51
3 yard	\$81.67	\$163.32	\$244.98	\$327.05	\$408.31	\$490.00
4 yard	\$88.57	\$177.14	\$262.64	\$354.29	\$442.85	\$531.43
6 yard	\$101.01	\$202.02	\$303.03	\$404.05	\$505.01	
Recycle bins are provided upon request at no charge						
Commercial Service Options						
Start Charge						\$16.17
Cut Off Restart Fee						\$20.21
Finance Charge						1.5%
Extra Pick Up Stab 1.5 yd. & 3 yd.						\$45.48
Extra Pick Up Pull Out 1.5 yd. & 3 yd.						\$65.69
Extra Pick Up Stab 4 yd.						\$50.53
Extra Pick Up Pull Out 4 yd.						\$65.69
Pull Out Service Per Bin						\$40.42
Bulky Item Pickup (for 2 items)						\$45.48
Additional Bulky Items (each)						\$15.16

Table 6 Current Regular Rolloff Rates

Description	Rate
Regular Rolloff Service (excluding disposal)	176.86 per load
Tipping Fee	\$43.32 per ton
Daily Rental	\$10.00 per day

3.7 SERVICE AND TONNAGE INFORMATION

The customer service and tonnage information in this section was obtained from the current haulers. The City has not confirmed its accuracy. It is presented for informational purposes only. If the proposer is awarded a franchise agreement to provide service in the City, the proposer’s actual customer service levels, and amount and type of tons collected, may be different, and those differences may be material. By submitting a proposal, the proposer agrees to hold the City harmless from any under-realized revenue or profit shortfall incurred by the proposer due to its reliance on this information.

3.7.1. **CART COLLECTION SERVICE**

Table 7 and Table 8 below show the number of cart customers and amount of tons, respectively, collected under the Cart Collection Agreement.

Table 7 Customers and Extra Carts – Cart Collection Service

Service Description	Number of Customers
Basic Cart Service	
32 gallon cart	649
64 gallon cart	1,862
96 gallon cart	740
Condominium Cart Service	
32 gallon cart	251
64 gallon cart	464
96 gallon cart	3
Valet Service	
32 gallon cart	345
64 gallon cart	687
96 gallon cart	1,548
Total Cart Collection Customers	
	6,549
Extra Carts	
	Number of Extra Carts
Extra 64 gallon carts – Basic/Condo	112
Extra 96 gallon carts – Basic/Condo	114
Extra 64 gallon carts – Valet	69
Extra 96 gallon carts – Valet	269

Table 8 Annual Tons and Diversion Rate – Cart Collection Service

Material Type	2013	2014
Refuse	5,961	5,809
Recyclables	2,548	2,463
Organics	5,713	5,714
Total	14,222	13,986
Diversion Rate	58.1%	58.5%

3.7.2. CONTAINER COLLECTION SERVICE AGREEMENT

Table 9 and Table 10 below show the number of FEL bins and permanent rolloff loads collected under the current Container Collection Agreement. Table 11 further below shows the tons collected under the Container Collection Agreement, which includes tons from both FEL bins and permanent rolloff loads.

Table 9 Number of FEL Bins

Bin Size	Pickups per Week						Total
	1	2	3	4	5	6	
2 yd	1	0	0	0	0	0	1
3 yd	45	46	62	28	27	25	233
4 yd	3	6	3	0	3	9	24
6 yd	0	0	0	0	0	0	0
Total	49	52	65	28	30	34	258

Table 10 Number of Regular or ‘Permanent’ Rolloff Loads

Calendar Year	Number of Loads
2013	354
2014	392

Table 11 Annual Tons – FEL and Permanent Rolloff

Material Type	2013	2014
Refuse	6,846	6,851
Recyclables	4,131	3,806
Organics	167	195
Total	11,144	10,852
Diversion Rate	38.6%	36.9%

Section 4 **SCOPE OF PROPOSED SERVICES AND KEY CONTRACT TERMS**

This section briefly describes the scope of service and the key terms of each of the service sectors for which the City is seeking proposals. The specific scope and terms are set forth in the draft franchise agreement in Exhibit B. As previously discussed, provisions of the draft agreement that are unique to a particular service sector are designated as described above in Table 2.

The summary below includes references to sections in the draft agreement. If there are differences between the summary of services described in this RFP and the draft franchise agreement in Exhibit B, the terms and conditions in the draft franchise agreement shall prevail.

4.1 **CART COLLECTION FRANCHISE AGREEMENT**

4.1.1. **CART COLLECTION - SERVICES**

The proposer that is awarded the Cart Collection Franchise Agreement will be responsible to provide the following services:

- Standard Curbside Service – automated collection of refuse, recyclables, and organics from single-family customers using a standard 3-cart system. Residents may choose from a 32, 64, or 96 gallon refuse cart. Recyclables and organics are collected using 64 gallon carts. (Section 5.2)
- Condo Curbside Service – automated collection of refuse and recyclables only (not organics) from condominiums and townhomes using a 2-cart system. Residents may choose from a 32, 64, or 96 gallon refuse cart. Recyclables are collected using a 64 gallon cart. (Section 5.2.5)
- Valet Service – on-premises walk-up collection of refuse, recyclables, and organics. For a higher monthly rate, residents may elect to have the hauler retrieve their carts from their premises each week, and return them after they are emptied. Several HOAs in the City require their members to subscribe to this service. For residents with disabilities that prevent them from setting out their carts, the

current Cart Agreement requires Waste Management to offer this service at the standard curbside rates. (Section 5.2.6)

- Bulky Waste Collection – upon request, provision of up to three (3) bulky item cleanups per year in which the contractor collects a limited amount of bulky waste set to the curb by residents. (Section 5.2.7)
- Holiday Tree Collection – collection of Christmas trees and other holiday greenery after December 25th through the third Saturday in January. (Section 5.2.8)
- Mulch Give-away – provision free compost to residents two (2) times per year. (Section 5.2.9)
- Move-in Service – upon request, provision of one (1) charge one-time collection of recyclable packaging material from residents within three (3) months of the start of new service. (Section 5.2.10)
- ABOP Collection Service – conduct every other month ABOP collection roundup at a site designated by the City. The monthly ABOP events are currently held on the second Saturday of each month at the City Hall parking lot from 10 am to 2 pm. (Section 5.2.11)
- Optional Door-to-door HHW Collection – on-call collection of household hazardous waste from residents. (Section 5.2.12).

4.1.2. **CART COLLECTION – KEY TERMS**

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (Sections 4.3 and 4.4)
- Diversion Guarantee – the required base diversion goal will be 58%. (Section 12.1)
- AB 939 Fees – remit AB 939 Fees to the City in the amount of \$9,700.00 per month. (Section 10.1)

4.2 REGULAR BIN AND ROLLOFF FRANCHISE AGREEMENT

4.2.1. REGULAR BIN AND ROLLOFF - SERVICES

The proposer that is awarded the Regular Bin and Rolloff Collection Franchise Agreement will be responsible to provide the following services:

- Refuse Bin Collection Service – refuse collection service provided to multi-family and commercial customers using front-end loading bins with a capacity from 1.5 to 6 cubic yards. (Section 5.3)
- Recyclable Bin and Cart Collection Service – collection of source separated recyclables from customers with Refuse Bin Service using FEL bins or recycling carts. Bin and Cart recyclables collection service will be provided at no charge. (Section 5.3.3)
- Multi-family Bulky Waste Collection – upon request, provision of up to three (3) bulky item cleanups per year in which the contractor collects a limited amount of bulky waste set out by multi-family customers with bin service. (Section 5.3.4)
- Multi-family Holiday Tree Collection – The contractor is required to collect Christmas trees and other holiday greenery from multi-family customers with bin service from after December 25th through the third Saturday in January. (Section 5.3.5)
- Regular Rolloff Service – collection of rolloff boxes and compactors from regular or ‘permanent’ rolloff customers (i.e., large retail and industrial customers with an ongoing, indefinite need for collection service). (Section 5.3.6) This service excludes C&D customers, which are covered under the Temporary Collection Services Agreement.
- Service to City Facilities – collection of refuse, recyclables, and organics from City facilities at no additional charge. (Section 5.3.7)

- Bus Stop Container Collection – collection of refuse at bus stops in the City. (See Section 5.3.8)
- Sidewalk Litter Containers – collection of refuse from City containers on sidewalks and other public areas. (Section 5.3.9)
- City-sponsored Special Events – collection of refuse and recyclables from City-sponsored community events such as the Arts Festival and the Pumpkin Festival. (Section 5.3.10)
- Optional Commercial Organics – collection of organics from commercial customers. (Section 5.3.11)

4.2.2. REGULAR BIN AND ROLLOFF – KEY TERMS

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (See Sections 4.3 and 4.4 of the draft agreement)
- Diversion Guarantee – the required base diversion goal will be 37%. (See Section 12.1 of the draft agreement)
- AB 939 Fees – remit AB 939 Fees to the City in the amount of \$8,500.00 per month. (Section 10.1)

Section 5 PROPOSAL REQUIREMENTS

5.1 PROPOSAL OUTLINE/CHECKLIST

This section describes the information that proposers must include in their proposals. Proposals must be organized according to the outline below in Table 12.

Table 12 Proposal Outline/Checklist

		Completed
	Title Page	
	Cover Letter/Executive Summary	
	Table of Contents	
1.	Proposer Information	
	A. Business Structure	
	B. Municipal Collection Experience	
	C. Key Personnel	
	D. Service Transition Experience	
	E. Litigation History and Regulatory Compliance	
	F. Safety Record	
	G. Financial Information	
2.	Technical Proposal	
	A. Collection Services	
	1. Cart Collections Services	
	2. Optional Service – Door to Door HHW Collection	
	3. Regular Bin and Rolloff Collection Services	
	4. Optional Service – Commercial Organics Collection	
	B. Billing and Customer Service	
	C. Customer Education and Outreach	
	D. Service Implementation Plan	
	F. Disposal and Processing Facilities	
	G. Office and Maintenance Facilities	
	H. Optional Additional Information	
3.	Exceptions to Draft Franchise Agreement	
4.	Rate Proposal Forms	

5.2 COVER LETTER/EXECUTIVE SUMMARY

Provide a cover letter that will serve as an executive summary of the proposal. The cover letter should include:

1. The name, title, address, telephone, and e-mail of the key contact person. The cover letter must be signed by an officer who is duly authorized to bind the proposer.
2. A written statement warranting that the proposer has reviewed the draft agreements, the RFP, and all of its addenda; and has conducted all necessary due diligence to investigate and confirm the material facts upon which the proposal is based.
3. A written statement acknowledging the validity of the proposed terms and rates for a period of 180 days after the submission deadline.
4. A description of the service sectors for which the proposer is submitting a proposal (i.e., cart collection and/or regular bin and rolloff collection).
5. A brief summary of the most significant attributes of the proposal, and the unique qualifications that distinguish the proposer from its competitors.

5.3 PROPOSER INFORMATION

5.3.1. BUSINESS STRUCTURE

Provide information about the entity with which the City will enter into an agreement.

1. Identify the legal entity that would execute the franchise agreement(s). State whether the entity is a sole proprietorship, partnership, or corporation. If the entity is a corporation, identify the state and year of incorporation.
2. If proposer is a corporation, provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California

Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information", which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

3. Provide all the names of entity's owners or shareholders with greater than a 10% ownership share.

5.3.2. MUNICIPAL COLLECTION EXPERIENCE

Describe the proposer's experience providing solid waste collection services to jurisdictions in Southern California. The description for each jurisdiction should include:

1. The name of the jurisdiction, the year service was first begun, and term of the agreement;
2. Whether the service is exclusive or non-exclusive;
3. The customer sector(s) served (residential, commercial, etc.);
4. The type of service provided (e.g., automated, etc.);
5. A summary of the annual amount and type of materials collected in the jurisdiction in a schedule similar to the following:

Material Type	Residential	Commercial	Rolloff	Total
Recyclables				
Organics				
Refuse				
Other				
Total Material Collected				

6. Any additional services (HHW roundups, etc.); and,

7. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.

5.3.3. KEY PERSONNEL

Provide an organization chart for key personnel and brief descriptions the qualifications and experience of the individuals who will administer the franchise agreement including the:

1. General manager
2. Chief financial officer
3. Operations manager
4. Route supervisor
5. Customer service manager
6. City reporting specialist
7. Public outreach coordinator

5.3.4. SERVICE TRANSITION EXPERIENCE

Provide three (3) reference projects for which the proposer has initiated a new collection contract or new collection services. Include the following for each reference project:

1. The name of the jurisdiction and the month and year of the service transition;
2. A description of the service initiation performed (i.e., rollout of new carts, takeover of previous service provider, etc.);
3. The name, address, and telephone number of the jurisdiction representative responsible for overseeing the service transition;
4. The number of residential and commercial customers involved in the transition; and,

5. Any notable challenges that occurred during the service transition, and the solutions implemented to address the challenges.

5.3.5. LITIGATION HISTORY AND REGULATORY COMPLIANCE

Disclose any history of litigation or regulatory non-compliance. For each case, provide name of the case, a description of the issue, the status of the case (e.g., pending, settled, judgment for defendant, etc.), the agency of jurisdiction, and the case reference number. Proposers may include any mitigating facts or circumstances.

Litigation History

Describe any past or pending civil and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past five (5) years against the proposer, or any owners, officers, or key personnel (as identified by the proposer in this RFP) that were (or are) filed in Los Angeles or Ventura counties, or in the US District Court for the Central California District. Each proposer must also describe any civil litigation, pending or resolved within the past five (5) years, with any city, county or special district in Los Angeles or Ventura counties with which the proposer was contracted, franchised, or permitted to perform solid waste collection service.

Regulatory Compliance

Describe any and all notices of violations, corrective action notices, enforcement actions, or permit violation notices that the proposer received in the past five (5) years from public agency for any maintenance, processing, composting, transfer, or disposal facilities in Los Angeles or Ventura counties, which are owned or operated by the proposer, or its affiliates.

5.3.6. SAFETY RECORD

Provide information about the proposer's safety record. Proposers must provide:

1. The proposer's two (2) most recent CHP Safety Compliance Reports (BIT inspection reports) for the fleet maintenance facility that will service the vehicles used in the City.
2. The most recent workers compensation Annual Rating Endorsement (or other insurance document) that shows the proposer's most recent workers compensation Rating Plan Modifier (also known as an 'experience modification factor').

Proposers are requested to provide the following safety metrics. These are the safety metrics the City would prefer to use to compare the safety records of the proposers. If the information used to calculate these metrics is not readily available, the proposer may provide alternate safety metrics along with an explanation of how the proposer's alternate safety metrics can assist the City in comparing the proposer's safety record to those of other companies in the solid waste industry.

3. Total Recordable Injury Rate (TRIR) for the most recent five calendar years. The TRIR is the rate of recordable workplace injuries, normalized per 100 workers per year. The factor is derived by multiplying the number of recordable injuries in a calendar year by 200,000 (100 employees working 2000 hours per year) and dividing that number by the total person-hours actually worked in the year. A 'Recordable Incident' is defined as: Occupational death, nonfatal occupational illness, and those nonfatal occupational injuries which involve one or more of the following: loss of consciousness, restriction of work or motion, transfer to another job, or medical treatment (other than first aid).²
4. The proposer's Vehicle Accident Recordable Rate (VARR) for the most recent five (5) calendar years. The VARR is the number of Recordable Vehicle Accidents per 1,000,000 miles driven. The factor is derived by multiplying the number of Recordable Vehicle Accidents by 1,000,000 and dividing that number by the actual number of miles driven. A 'Recordable Vehicle Accident' is defined as: as an

² For a more complete definition of Recordable Incident, please refer to the Bureau of Labor Statistics website at: <http://www.bls.gov/iif/oshdef.htm>

occurrence involving a commercial motor vehicle operating on a highway in interstate or intrastate commerce which results in: 1) a fatality, 2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or, 3) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by a tow truck or other motor vehicle. It excludes occurrences involving only boarding and alighting from a stationary motor vehicle or involving only the loading or unloading of cargo.³

5.3.7. FINANCIAL INFORMATION

Submit financial statements for the most-recently completed fiscal year for the legal entity that would execute the franchise agreement. Proposers that operate on a nationwide basis may submit the financial statements of their parent company. However, if the proposer is a wholly owned corporation of a nationwide company, the City may require a parental guarantee as part of any franchise agreement.

In the event that any proposer believes that their financial statements constitute “confidential information,” the proposer shall note “CONFIDENTIAL” on each page of the financial statements, and submit them in a separate, sealed envelope to:

David Davis
MSW Consultants
27393 Ynez Road, Suite 259
Temecula, California 92591

MSW Consultants will maintain the confidentiality of the financial statements and will only report financial ratios (e.g., debt to equity ratio, current ratio, etc.) to the City. Upon final selection of contractor(s), MSW Consultants will return all confidential financial statements to their respective proposers.

³ See definition of ‘accident’ in Section 390.5 of the Federal Motor Carrier Safety Act at: <http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrruletext.aspx?reg=390.5>

5.4 TECHNICAL PROPOSAL

In its technical proposal, the proposer should describe how it will perform its collection operations for the services for which it is submitting a proposal.

5.4.1. COLLECTION SERVICES

For each of the services listed below in Table 13 (and for which the proposer is submitting a proposal), the proposer should describe how it plans to perform each service. Proposers should include the following information, and any additional information that will help the City understand how the proposer will conduct its collection operations.

- Collection methodology – describe how the proposer will perform its collection services. For example: Will the same vehicles be used to collect all types of material (refuse, recyclables, organics) at different times of the day, or will three separate vehicles be used to each type of material? How many days per week vehicles will the proposer’s vehicles operate in the City? Will the proposer use any special methods for collecting any hard-to-serve areas such as narrow or steep streets? Will the proposer use light-duty trucks to pre-position bins?

Table 13 List of Requested Services

Cart Collection Services
Refuse, Recyclables and Organics Collection
Condominium Collection
Valet Collection
Bulky Item Collection
Holiday Trees
Mulch Give-Away
Move-In Collection
ABOP Collection
Bus Stop and City Street Receptacle Collection
Optional – Door to Door HHW Collection
Regular Bin and Rolloff Collection Services
Regular Bin Collection – Refuse
Regular Bin Collection – Recyclables
MFR Bulky Item Collection
MFR Holiday Tree Collection
Regular Rolloff Collection

City Facilities Collection
Bus Stop Container Collection
Sidewalk Litter Container Collection
City-sponsored Special Events
Optional – Commercial Organics Collection

- Personnel – describe the crew size for each type of collection service; describe the minimum qualifications, experience, and training required of drivers who will work in the City; describe any special licensing, certifications (CPR, etc.) required of drivers; describe the proposer’s ongoing safety training. Provide a brief description of the proposer’s disciplinary policies with regard to safety.
- Vehicles – describe the vehicles to be used in the City (e.g., side-loader, front-loader, light-duty vehicles, etc.); describe the manufacturer of the cab and chassis, and the body for the vehicles used in the City; include photos of the different types of vehicles to be used in the City; describe the emission control technology and how vehicles will comply with state and local air quality regulations; briefly describe the proposers ongoing vehicle inspection and maintenance procedures.
- Containers – describe the number, types, and sizes of containers to be used for the each type of service; describe how the containers will be maintained.

5.4.2. BILLING AND CUSTOMER SERVICE

The proposer should describe how it will bill customers for each type of service (cart collection, regular bin and rolloff, temporary bin and rolloff); the description should include the frequency of billing and whether the billing will be in arrears, etc. (See Section 9.5.1 of the draft franchise agreement). The proposer should include sample copies of customer invoices, and describe any other features of the proposer’s billing system and procedures that will help the City understand how the proposer will meet the requirements of the franchise agreement.

Proposer should describe the procedures it will undertake to document and address customer inquiries and complaints; proposers should provide a website address and

describe how customers may access it to obtain customer rates, review service information, pay bills, and submit inquiries or complaints. Describe any other features of the proposer's customer service system that will help the City understand how the proposer will meet the obligations of the franchise agreement.

5.4.3. CUSTOMER EDUCATION AND OUTREACH

Describe the proposer's planned public education and outreach activities.

5.4.4. SERVICE IMPLEMENTATION PLAN

Provide a detailed implementation plan describing the proposer's approach to facilitating a smooth transition to all services. The proposal must clearly describe the proposer's ability to implement the services in accordance with the schedule shown in Table 2 of this RFP. This should include how the proposer will meet equipment, personnel, administration, maintenance, and public education requirements.

5.4.5. DISPOSAL AND PROCESSING FACILITIES

Describe the proposer's ability to arrange for the processing and disposal of solid waste originating in the City for the term of the franchise agreement. Proposers must identify the processing, composting, and landfill facilities it will utilize.

Proposer also must state the first-year per ton disposal tipping fees for refuse and organics upon which its proposed customer rates are based. Proposers are encouraged to offer long term processing, composting, and disposal pricing guarantees that span the term of the agreement and any potential term extensions.

5.4.6. OFFICE AND MAINTENANCE FACILITIES

Identify the location(s) of the administrative offices, customer service call center, and vehicle maintenance facilities that the proposer will use to provide service to the City.

5.4.7. OPTIONAL ADDITIONAL INFORMATION OR PROPOSAL ENHANCEMENTS

Proposer is welcome to provide any other additional information it would like the City to consider, or offer any enhancement(s) to the scope of service or contract terms.

5.5 EXCEPTIONS TO DRAFT FRANCHISE AGREEMENTS

As described previously, the City has included a draft franchise agreements in Appendixes B. The purpose of the draft franchise agreement is to provide a clear understanding of the rights and obligations of the contractor and the City. The proposer is required to review the franchise agreement prior to submittal of its proposal. The City expects the franchise agreement (or agreements) will be executed by the selected contractor(s) in substantially the same form as presented in Appendixes B.

Proposer must document any proposed exceptions to the draft franchise agreement. For each exception, proposer shall identify the exception (cite the section reference in the draft agreement), explain its concern, and provide alternative language for consideration by the City.

The City will assume that the proposer accepts and agrees to all provisions of the draft franchise agreement that have not been noted as exceptions in the proposal. If the City chooses to enter into negotiations with a proposer, the noted exceptions and recommended alternative language will serve as a starting point for discussions. The City reserves the right to determine if the exceptions are reasonable.

5.6 RATE PROPOSAL FORMS

Rate proposal forms are included in Appendix A. A corresponding Excel workbook will be provided to all potential proposers. Detailed instructions on completing the forms are included within the forms in Appendix A. Proposers are required to submit all of the forms whether or not they are proposing to provide services to both service sectors. If a proposer is only proposing on one service sector, it should submit all the forms, but leave the non-applicable forms blank. Table 14 on the following page describes the function each rate proposal form.

Proposers must include printed hard copies of the completed rate proposal forms in their proposal. Proposers must also include an electronic copy of the Excel workbook of the completed rate proposal forms on the CD or thumb they submit with their PDF copy of their proposal.

Table 14 Overview of Rate Proposal Forms

Form	Name	Function
1	Proposed Rates and Annual Rate Revenue for a Stand-alone Cart Collection Contract	Calculates annual Cart Collection revenue based on proposed rates for a stand-alone contract; includes alternative Door to Door HHW collection.
2	Summary of Proposed Annual Rate Revenue for a Stand-alone Regular Bin and Rolloff Collection Service Contract	Summarizes proposed bin rate revenues from Form 3, rolloff rate revenue from Form 4, and organics rate revenue from Form 5.
3	Proposed Bin Rates and Annual Bin Rate Revenue for a Stand-alone Regular Bin and Rolloff Collection Contract	Calculates annual regular bin revenue based on proposed bin rates.
4	Proposed Rolloff Rates and Annual Rolloff Rate Revenue for a Stand-alone Regular Bin and Rolloff Collection Service Contract	Calculates annual regular rolloff rate revenue based on proposed rates.
5	Proposed Organics Rates and Annual Organics Rate Revenue for a Stand-alone Regular Bin and Rolloff Contract that includes Commercial Foodwaste Collection Service	Calculates annual rate revenue from Commercial Organics Collection.
6	Proposed Discount and/or Markup and Annual Rate Revenue for a Combined Cart and Regular Bin and Rolloff Collection Service Contract	Summarizes the proposed annual rate revenue from each service sector and allows proposers to offer package pricing, and allocate revenue between the two service sectors.
7	Proposed Enhanced Diversion Rate	Allows the proposer to offer to guarantee the achievement of higher diversion goals for each service sector. Enables proposer to propose a rate premium for guaranteeing those higher diversion goals.

Appendix A - Rate Proposal Forms

Form 1

Proposed Rates and Annual Rate Revenue for a Stand-alone Cart Collection Service Contract

Proposer Name:

Column				
A	B	C	D	E
Line	Service	Monthly Rate per Unit (a)	Number of Units (b)	Annual Rate Revenue (c)

Standard Service

Basic Cart Service				
1	32 gallon cart		649	
2	64 gallon cart		1,862	
3	96 gallon cart		740	
Condominium Cart Service				
4	32 gallon cart		251	
5	64 gallon cart		464	
6	96 gallon cart		3	
Valet Cart Service:				
7	32 gallon cart		345	
8	64 gallon cart		687	
9	96 gallon cart		1,548	
10	Subtotal - Standard Service		6,549	\$0

Extra Services:

11	Extra 64 gallon cart - Basic/Condo		112	
12	Extra 96 gallon cart - Basic/Condo		114	
13	Extra 64 gallon cart - Valet		69	
14	Extra 96 gallon cart - Valet		269	
15	Subtotal - Extra Services			\$0

16	Total Standard and Extra Services (d)		\$0
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Alternative Service (e)

17	Door to Door HHW Collection	\$0.00	6,549	0
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18	Total Standard and Extra Services including Alternative Service (f)		\$0
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See following page for reference notes and instructions.

Form 1
Reference Notes and Instructions
for Stand-alone Cart Collection Service

(a) Proposers are required to enter a proposed rate for each level of service in Column C on lines 1 through 9, and lines 11 through 14. The proposed rates in Form 1 correspond to the rate schedule in Exhibit A of the draft franchise agreement. The rates proposed in this form will apply if the proposer is awarded a single contract for Cart Collection Service. If the proposer is awarded a combined contract for Cart Collection and Regular Bin and Rolloff Collection, the rates entered on this form shall be adjusted based on the package discount/markup entered on line 2 in column C of Form 6.

(b) Proposers must not change any of the number of units in Column D. These number of units will be used to calculate the proposed annual rate revenue for all proposers.

(c) Column E includes formulas that calculate the proposed annual rate revenue based on the rates entered in Column C and the corresponding number of units in Column D.

(d) Total proposed annual revenue for Standard and Extra Services on line 16 is equal to the sum of the amounts on lines 10 and 15 in column E.

(e) Proposers are required to enter a monthly amount on line 17 in column C to cover the cost of providing Door to Door Collection of HHW. This amount will be multiplied by the number of customers in column D and by 12 months to arrive at the amount in column E. This amount will only be used in the event the City decides to include this service in the Cart Collection Services Agreement.

(f) Total proposed annual revenue for Standard and Extra Services and Alternate Services is equal to the sum of the amounts on lines 16 and 17 in column E. This amount is brought forward to line 1, column C on Form 6.

Appendix A - Rate Proposal Forms

Form 2

**Summary of Proposed Annual Rate Revenue
for a Stand-alone Regular Bin and Rolloff Collection Service Contract**

Proposer Name:

Column			
A	B	C	D
Line	Service Sector	Form Reference	Total Proposed Rate Revenue
1	Regular Bin Collection Service	From line 15 column I of Form 3	\$0
2	Regular Rolloff Collection Service	From line 3 column F of Form 4	\$0
3	Subtotal - Annual Revenue - Regular Bin and Rolloff Collection Service (a)		\$0

Alternate Service

4	Commercial Organics Collection	From line 15 column I of Form 5	\$0
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5	Total Regular Bin and Rolloff Service Including Alternate Service (b)		\$0
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Form 2

Reference Notes and Instructions

Other than the Proposers Name, proposers need not enter any information on this Form. This Form is used to automatically summarize annual rate revenue from Form 3 and Form 4.

(a) Sum of lines 1 and 2 in column D.

(b) Sum of lines 3 and 4 in column D. Amount is brought forward to line 1, column D on Form 6.

Appendix A - Rate Proposal Forms

Form 3

**Proposed Bin Rates and Annual Bin Rate Revenue
for a Stand-alone Regular Bin and Rolloff Collection Service Contract**

Proposer Name:

Column								
A	B	C	D	E	F	G	H	I

Table 1 - Proposed Monthly Regular Bin Rates (a)

Line	Bin Size	Pickups Per Week					
		1	2	3	4	5	6
1	2 yd bin						
2	3 yd bin						
3	4 yd bin						
4	6 yd bin						

Table 2 - Number of Regular Bins at Each Level of Service (b)

Line	Bin Size	Pickups Per Week						Total Regular Bins
		1	2	3	4	5	6	
5	2 yd	1	0	0	0	0	0	1
6	3 yd	45	46	62	28	27	25	233
7	4 yd	3	6	3	0	3	9	24
8	6 yd	0	0	0	0	0	0	0
9	Total	49	52	65	28	30	34	258

Table 3 - Proposed Total Annual Regular Bin Rate Revenue (c)

Line	Bin Size	Pickups Per Week						Proposed Annual Revenue
		1	2	3	4	5	6	
10	2 yd							0
11	3 yd							0
12	4 yd							0
13	6 yd							0
14	Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0

15	Total - Proposed Annual Regular Bin Revenue (d)	\$0
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See following page for reference notes and instructions

Form 3
Reference Notes and Instructions
for Stand-alone Regular Bin Collection Service

(a) Proposers are required to enter a proposed rate for each level of service in Table 1 on lines 1 through 4 in columns C through H. Proposers must provide rates for all levels of service regardless of whether there is a corresponding number of bins in Table 2. All proposed rates must be reasonably consistent on a per-yard basis. The proposed rates in Form 3 correspond to the bin rate schedule in Exhibit B of the draft franchise agreement. The rates proposed in this form will apply if the proposer is awarded a single contract for Regular Bin and Rolloff Collection Service. If the proposer is awarded a combined contract for Cart Collection and Regular Bin and Rolloff Collection, the rates entered on this form shall be adjusted based on the package discount/markup percentages entered on line 2 in column D of Form 6.

(b) Proposers must not change any of the number of bins in Table 2. The same number of bins will be used to calculate the proposed annual rate revenue for all proposers.

(c) Table 3 includes formulas that calculate the proposed annual rate revenue based on the monthly rates entered in Table 1 and the corresponding number of bins in Table 2.

(d) The total amount of proposed annual rate revenue on line 15 for regular bin service is brought forward to line 1, column D of Form 2.

Appendix A - Rate Proposal Forms

Form 4

**Proposed Rolloff Rates and Annual Rolloff Rate Revenue
for a Stand-alone Regular Bin and Rolloff Collection Service Contract**

Proposer Name:

Column					
A	B	C	D	E	F
Line	Service Description	Proposed Rate (a)	Loads per Year (b)	Tons per Year (b)	Annual Rate Revenue (c)
1	Load Charge - Regular Rolloff (per Load)		392		
2	Tipping Fee - Regular Rolloff (per Ton)			1,893	
3	Proposed Annual Rate Revenue (d)				\$0

Form 4

Reference Notes and Instructions

- (a) Proposers are required to enter a proposed Load Charge on line 1 and a proposed Tip Fee per Ton on line 2 in column C. The proposed Load Charge is a flat rate per load that does not include disposal. The proposed rates in Form 4 correspond to the rolloff rate schedule in Exhibit B of the draft franchise agreement. The rates proposed in this form will apply if the proposer is awarded a single contract for Regular Bin and Rolloff Collection Service. If the proposer is awarded a combined contract for Cart Collection and Regular Bin and Rolloff Collection, the rates entered on this form shall be adjusted based on the package discount/markup percentage entered on line 2 in column D of Form 6.
- (b) Proposers must not change any of the number of loads or tons in columns D or E. The same number of loads and tons will be used to calculate the proposed annual rate revenue for all proposers.
- (c) The Proposed annual rate revenue is equal to: 1) the Load Charge per Load multiplied by the Loads per Year, and, 2) the Proposed Tipping Fee per Ton multiplied by the tons per year.
- (d) The Proposed Annual Rate Revenue is the sum of lines 1 and 2 in column F. Total Proposed Annual Rate Revenue on line 3 is brought forward to line 2 of column D on Form 2.

Appendix A - Rate Proposal Forms

Form 5

**Proposed Organics Rates and Annual Organics Rate Revenue
for a Stand-alone Regular Bin and Rolloff Contract that includes Commercial Foodwaste Collection Service**

Proposer Name:

Column								
A	B	C	D	E	F	G	H	I

Table 1 - Proposed Monthly Commercial Foodwaste Cart Rates (a)

Line	Cart Size	Pickups Per Week					
		1	2	3	4	5	6
1	64 gallon						
2	96 gallon						
3	2 yard						
4	3 yard						

Table 2 - Number of Commercial Organics Containers at Each Level of Service (b)

Line	Cart Size	Pickups Per Week						Total Containers
		1	2	3	4	5	6	
5	64 gallon	4	4	4	4	4	4	24
6	96 gallon	8	8	8	8	8	8	48
7	2 yard	1	1	1				3
8	3 yard	1	1	1				3
9	Total	<u>14</u>	<u>14</u>	<u>14</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>78</u>

Table 3 - Proposed Total Annual Commercial Organics Rate Revenue (c)

Line	Cart Size	Pickups Per Week						Annual Revenue
		1	2	3	4	5	6	
10	64 gallon							0
11	96 gallon							0
12	2 yard							0
13	3 yard							0
14	Total	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
15	Total - Proposed Annual Commercial Organics Revenue (d)							\$0

See following page for reference notes and instructions

Form 5
Reference Notes
for Stand-alone Commercial Foodwaste Collection Service

- (a) Proposers are required to enter a proposed rate for each level of service in Table 1 on lines 1 through 4 in columns C through H. Proposers must provide rates for all levels of service regardless of whether there is a corresponding number of carts or bins in Table 2. All proposed rates must be reasonably consistent on a per-gallon or per-yard basis. The proposed rates in Form 5 correspond to the organics rate schedule in Exhibit B-1 of the draft franchise agreement. The rates proposed in this form will apply if the proposer is awarded a single contract for Regular Bin and Rolloff Collection Service. If the proposer is awarded a combined contract for Cart Collection and Regular Bin and Rolloff Collection, the rates entered on this form shall be adjusted based on the package discount/markup entered on line 2 in column D of Form 6.
- (b) Proposers must not change any of the number of carts or bins in Table 2. The same number of carts and bins will be used to calculate the proposed annual rate revenue for all proposers.
- (c) Table 3 includes formulas that calculate the proposed annual rate revenue based on the monthly rates entered in Table 1 and the corresponding number of carts and bins in Table 2.
- (d) The total amount of proposed annual rate revenue on line 15 for commercial foodwaste collection service is brought forward to line 4, column D of Form 2.

Appendix A - Rate Proposal Forms

Form 6

**Proposed Discount and/or Markup and Annual Rate Revenue
for Combined Cart and Regular Bin and Rolloff Collection Service Contract**

Proposer Name:

Column				
A	B	C	D	E
Line	Proposed Annual Rate Revenue - Package Pricing:			
	Description	Cart Collection Service	Regular Bin and Rolloff Collection Service	Proposed Annual Revenue
1	Proposed Annual Revenue for Stand Alone Contracts for Each Sector (a)	\$0	\$0	
2	Proposed Discount (-0.0%) or Markup (+0.0%) to be applied to Proposed Rates for Stand Alone contracts: (b)			
3	Total Proposed Rate Revenue - Package Pricing (c):	\$0	\$0	\$0

Example: Impact of Package Pricing on Stand-alone Pricing for Rates for Typical Customers:

	Basic Cart Collection Customer with 64 gallon refuse cart	Regular Bin Collection Customer with 1 ea. 3 yard bin picked up once per week	Load Charge for Regular Rolloff Collection Customer
4 Rate Proposed for Stand-alone Contract (d)	\$0.00	\$0.00	\$0.00
5 Rate Adjusted Based on Pricing Discount or Premium (e)	\$0.00	\$0.00	\$0.00
6 Example of Increase/(Decrease) in Rates due to Package Pricing (f)	\$0.00	\$0.00	\$0.00

See following page for reference notes and instructions

Form 6
Reference Notes and Instructions
Proposed Discount and/or Markup for Combined Contract

On this form, proposers are only to enter their name, and percent values on line 2. The formulas in all other cells on this Form should not be changed.

The purpose of this Form is to allow proposers the opportunity to offer discounted and/or marked up rates for the two service sectors in the event the proposer is awarded a combined contract for Cart Collection and Regular Bin and Rolloff Collection Service. Proposer may enter a discount (negative percentage) or markup (positive percentage) to their proposed rates for stand-alone contracts to reduce its overall revenue and/or re-allocate revenue between service sectors. Proposers are not required to reduce their revenue; they may simply re-allocate revenue on a 'revenue-neutral' basis. Proposers are not required to offer any discount or re-allocate revenue, and may simply offer the same rates for a combined contract as proposed for each individual contract. In this case, proposer should enter zero or leave blank the cells on line 2.

(a) The amount on line 1 in column C is automatically brought forward from line 18 of column E on Form 1. The amount on line 1 in column D is automatically brought forward from line 5 of column D on Form 2.

(b) Proposers may enter a percent discount (negative percentage) and/or percent markup (positive percentage) to be applied across-the-board to the rates proposed for each stand-alone contract. Proposers may enter different percentages (either negative or positive) for Cart Collection Service (on line 2 in column C) and for Regular Bin and Rolloff Collection Service (on line 2 in column D). These percentages will be applied to all the stand-alone rates proposed for the Cart Collection Service and Regular Bin and Rolloff Collection Service, respectively. If proposer desires to charge the same rates for a combined contract, it may simple enter zeros on line 2, or leave these cells blank.

(c) The amounts on line 3 are equal to the proposed annual revenue for stand-alone contracts on line 1 multiplied by one plus the percentage entered on line 2. For example, if the percentage entered on line 2 was -2.0% (negative two percent), the amount on line 1 would be multiplied by .98 (1 plus -2%=.98). If the percentage entered on line 2 was 5.0% (positive five percent), the amount on line 1 would be multiplied by 1.05 (1 plus .05= 1.05). The amounts on line 3 in columns C and D are combined, and the result is shown in column E. The amount on line 3 in column E is the proposed annual revenue for a Combined Cart and Regular Bin and Rolloff Collection Service Contract.

(d) Proposers must not enter any information on lines 4, 5 and 6. The purpose of the amounts on these lines is to provide an example of the impact of the discount or markup percentages entered on line 2 on the proposed stand-alone rates. The Cart, Bin, and Rolloff rates on line 4 in columns C, D, and E are automatically brought forward from: line 2 of column C on Form 1, line 2 of column C on Form 3, and line 1 of column C on Form 4, respectively.

(e) The rates on line 5 are equal to the proposed stand-alone rates on line 4 multiplied by one plus the percentage entered on line 2. These are examples of the rates that would be in effect for these typical levels of service if the proposer was awarded a contract for combined Cart Collection Service and Regular Bin and Rolloff Collection Service.

(f) The amounts on line 6 are equal to the difference between the stand-alone rates on line 4 and the rates under a combined contract on line 5.

Appendix A - Rate Proposal Forms

Form 7

Proposed Enhanced Diversion Rate

Proposer Name:

Column					
A	B	C	D	E	F
Line	Description	Guaranteed Diversion Rate (a)	Is Proposer Willing to Guarantee to Achieve This Enhanced Diversion Rate? (b)	Enhanced Recycling Premium Percent (if column D is 'Yes') (c)	Proposed Annual Revenue after Application of Enhanced Recycling Premium (d)

Table 1 - Stand-alone Cart Collection Services: (e)

1	Base Requirement	58%		0.0%	\$0
2		61%	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	#VALUE!
3	Enhanced Diversion Rates	64%	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	#VALUE!
4		67%	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	#VALUE!

Table 2 - Stand-alone Regular Bin and Rolloff Collection Services: (f)

5	Base Requirement	37%		0.0%	\$0
6		40%	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	#VALUE!
7	Enhanced Diversion Rates	43%	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	#VALUE!
8		46%	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	#VALUE!

Table 3 - Combined Cart and Regular Bin and Rolloff Collection Services: (g)

9	Base Requirement	48%		0.0%	\$0
10		51%	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	#VALUE!
11	Enhanced Diversion Rates	54%	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	#VALUE!
12		57%	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	#VALUE!

See following two pages for reference notes and instructions

Form 7 - Reference Notes and Instructions

Enhanced Diversion Rates

The purpose of this form is to give proposers the opportunity to offer to guarantee the achievement of higher rates of waste diversion than the minimum diversion rates required in the RFP. Proposers may offer to guarantee higher diversion rates for the same customer rates proposed in the previous rate forms, or they may propose to charge higher customer rates in exchange for guaranteeing the achievement of higher waste diversion levels. However, proposers are not required to offer higher waste diversion rates. This form enables the proposer to tell the City how much more it would charge (if any) to guarantee higher levels of waste diversion.

On this form, proposers are required only to check the boxes in column D, and, if applicable, enter percent values in the boxes in column E. The following instructions describe each of the columns and tables in this Form.

(a) **Guaranteed Diversion Rate.** Pursuant to Section 12.1 of the Draft Agreement, the City's Contractor will be required to achieve a waste diversion rate of 58% for the stand-alone Cart Contract, 37% for the stand alone Regular Bin and Rolloff Contract, or 48% for the Combined Contract. These minimum diversion rates are shown on this Form in column C on lines 1, 5, and 9, respectively (and highlighted in light green). The enhanced levels of waste diversion for which the City is interested in receiving guarantees are shown on this Form in column C on lines 2 - 4, 6 -8, and 10 - 12.

(b) **Willingness to Guarantee Higher Waste Diversion Rate** - In column D, proposer should indicate whether it is willing to guarantee the corresponding waste diversion rate shown in column C by selecting 'Yes' or 'No' in the corresponding box in column D.

(c) **Enhanced Diversion Rate Premium Percent** - If proposer is able and willing to guarantee the achievement of enhanced diversion rates, it should indicate the rate premium percent it would require (if any) in order to guarantee the corresponding enhanced diversion rate. For each level of guaranteed higher diversion (i.e., for which the box in column D is checked 'Yes'), enter a premium percent in the corresponding box in column E. If the proposer is willing to guarantee a given higher level of diversion, but does not require an increase in the proposed customer rates, it should simply answer 'Yes' in the corresponding box in column D and enter zero (0.0%) in the corresponding box in column E. **Note: the percentage values in column E are NOT additive.** For example, entering 2.0% on line 2, and 3% on line 3, will only increase the proposed annual revenue by 3% in exchange for guaranteeing the achievement of a 64% diversion rate.

Reference notes and instructions continued on next page

Form 7 - Reference Notes and Instructions (Continued)

Enhanced Diversion Rates

(d) **Proposed Annual Revenue after Application of Enhanced Recycling Premium** - The amounts of proposed annual revenue in column F are calculated automatically. They are the annual revenue amounts that the proposer will require in exchange for guaranteeing the corresponding enhanced waste diversion rates in column C. If the answer in column D is 'Yes,' the amounts in column F are calculated based on the percentage values entered in column E. If the answer in column D is 'No,' there should be no amount in the corresponding box in column F.

(e) **Table 1 - Enhanced Diversion for Stand-alone Cart Collection Service** - The waste diversion rates, enhanced rate premium percentages, and proposed annual revenue in Table 1 will only apply if the proposer is awarded a contract for stand-alone Cart Collection Services. The amount on line 1 in column F is brought forward from line 18 in column E in Form 1.

(f) **Table 2 - Enhanced Diversion for Stand-alone Regular Bin and Rolloff Collection Service** - The waste diversion rates, enhanced rate premium percentages, and proposed annual revenue in Table 1 will only apply if the proposer is awarded a contract for stand-alone Regular Bin and Rolloff Collection Services. The amount on line 5 in column F is brought forward from line 5 in column D in Form 2.

(g) **Table 3 - Enhanced Diversion for Combined Cart and Regular Bin and Rolloff Collection Service** - The waste diversion rates, enhanced rate premium percent, and proposed annual revenue in Table 3 will apply if the proposer is awarded a contract for Combined Cart and Regular Bin and Rolloff Collection Services. The amount on line 9 in column F is brought forward from line 3 in column E in Form 6. **This premium percentages in this table will be applied to all proposed rates AFTER the package discount (or markup) percentages from Form 6 are applied to the proposed stand-alone customer rates.**

APPENDIX B



CITY *of* CALABASAS

DRAFT AGREEMENT

FOR

CART COLLECTIONS SERVICES

REGULAR BIN AND ROLLOFF COLLECTION SERVICES

BETWEEN

THE CITY OF CALABASAS AND [CONTRACTOR].

The City may elect to award this agreement as a whole, or award up to two separate agreements for two components of the scope of services contained in this agreement. Most of the provisions of this agreement will apply to any separate agreement. However, certain specific provisions of this agreement pertain to only one type of service. These specific provisions are indicated as follows:

- Provisions that pertain to Cart Collection Services are highlighted in **Yellow**
- Provisions that pertain to Regular Bin and Rolloff Collection are underlined

If the City elects to award separate agreements, the provisions in this agreement that do not apply to the separate agreement will be omitted.

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AGREEMENT FOR
SOLID WASTE COLLECTIONS SERVICES

This **AGREEMENT FOR SOLID WASTE COLLECTIONS SERVICES** ("Agreement") is entered into this _____ day of _____, 2015, by and between the **CITY OF CALABASAS ("City")**, a California municipal corporation, and _____, a [State of Incorporation] corporation ("**Contractor**"), for the collection, transportation, recycling, processing, composting and disposal of solid waste.

RECITALS

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require cities to make adequate provisions for Solid Waste Collection within their jurisdiction

WHEREAS, Public Resources Code Section 40059 authorizes the cities to determine (i) all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste handling service; (ii) whether the services are to be provided by means of non-exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety and well-being so require by partially exclusive or wholly exclusive franchise, contract, license, permit or otherwise, either with or without competitive bidding; and,

WHEREAS, Public Resources Code Section 40900 et. seq. establishes a solid waste management process that requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices; and,

WHEREAS, in January 2008 the City resolved to achieve a waste diversion goal of 75% by January 2012, and thereafter maintain that level of diversion; and,

WHEREAS, the City is obligated to protect the public health and safety of the residents and businesses of the City of Calabasas, and Collection of solid waste should be undertaken in a manner consistent with the exercise of the City's obligations for the protection of public health and safety; and

WHEREAS, the City and Contractor are mindful of the provisions of the laws governing the safe Collection, transport, recycling and disposal of solid waste, including California Public Resources Code Section 40000 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq. and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; and

WHEREAS, the City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, and not City, which shall Collect from premises in the City of Calabasas, transport and dispose of solid wastes (which may contain small amounts of consumer products with the characteristics of hazardous substances); Collect, transport, and recycle and/or compost organic waste and recyclable solid wastes Collected from premises in the City of Calabasas; and

WHEREAS, Contractor represents and warrants to City that it has the experience, responsibility and qualifications to conduct recycling programs, to provide City with information sufficient to meet the City's reporting requirements under AB 939, to assist the City in meeting City's other requirements under AB 939, to Collect, transport and dispose of solid waste in a safe manner which will minimize the adverse effects of collection vehicles on air quality and traffic and has the ability to indemnify the City against liability under CERCLA; and

WHEREAS, the City Council of the City of Calabasas determines and finds pursuant to California Public Resources Code Section 40059(a)(1), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, and the protection of the City against CERCLA liability, require that Contractor be awarded a contract for Collection, recycling and disposal of solid waste from premises in the City of Calabasas.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby agree as follows:

Section 1 DEFINITIONS

The terms used in this Agreement shall have the meaning set forth in this section. In the event a term is not defined in this section, then it shall have the meaning set forth in the Calabasas Municipal Code or in Division 30, Part 1, Chapter 2 of the California Public Resources Code (with precedence given to definitions in the Calabasas Municipal Code over conflicting definitions contained in the Public Resources Code). Except as provided in this section, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

1.1 AB 939

‘AB 939’ means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code section 40000 et. seq., as it may be amended from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

1.2 ABOP Collection Service

‘ABOP’ means antifreeze, wet cell batteries, dry cell batteries, used motor oil, water and oil based paint. ‘ABOP Collection Service’ means the Collection, transport, processing, and disposal of these materials.

1.3 Agreement

‘Agreement’ means this agreement between City and Contractor, including all exhibits, and any future amendments hereto.

1.4 Acutely Hazardous Waste

‘Acutely Hazardous Waste’ means Hazardous Waste that is considered to present a substantial hazard whether managed properly or not. Acutely Hazardous Wastes are chemicals that are ‘P-listed’ substances pursuant to Title 40, Part 261, Subpart D of the Code of Federal Regulations.

1.5 Bin

‘Bin’ means a metal Container with plastic lids and a capacity from 2 to 6 cubic yards, which is typically emptied by a front-loading collection vehicle.

1.6 Bin Collection Service

‘Bin Collection Service’ means providing Solid Waste Handling Services using Bins. Bin Collection Service is either *Regular* Bin Collection Service or *Temporary* Bin Collection Service.

1.7 Bulky Items

‘Bulky Items’ means Solid Waste that cannot or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); electronic waste (including stereos, televisions, laptop computers, computers and computer monitors, VCRs, microwaves and other similar items); fluorescent bulbs; household batteries; and clothing. Bulky Items do not include car bodies, auto parts, tires, Construction and Demolition Debris, or items requiring more than two persons to remove.

1.8 CalRecycle

‘CalRecycle’ means the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

1.9 Cart

‘Cart’ means a plastic Container with wheels and a hinged lid with a capacity from 35 to 101 gallons, which is typically emptied by an automated side-loading collection vehicle.

1.10 Cart Collection Customer

‘Cart Collection Customer’ means a Customer who receives Cart Collection Service. They include Single-family Premises (excluding those single-family customers on large lots who elect to use Bin Collection Service), Customers on Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, and

Customers on Multi-family Premises with individual storage capacity to store Carts with access to curbside service from side-loading collection vehicles.

1.11 Cart Collection Service

‘Cart Collection Service’ means providing Solid Waste Handling Services using Carts.

1.12 City

‘City’ means the City of Calabasas, California, a municipal corporation, and all the territory lying within the municipal boundaries of the City as it currently exists, or as such boundaries may be adjusted.

1.13 City Manager

‘City Manager’ means the City Manager or the Person designated by the City Manager to administer this Agreement.

1.14 Collection

‘Collect or Collection’ means the act of collecting Solid Waste, Recyclable Materials, Organic Materials, C&D, Bulky Items, and other material at the place of generation in the City pursuant to this Agreement.

1.15 Commercial Premises

"Commercial Premises" means any property or premises occupied for or devoted to a use permitted in the commercial, institutional and public zones pursuant to the provisions of the Calabasas zoning ordinance.

1.16 Complaint

‘Complaint’ means a grievance, criticism, or objection in the form of a written letter, email, or telephone call either to the City or to the Contractor regarding Contractor’s performance of its duties under the terms of this Agreement. ‘Complaints’ concern missed pick-ups, property damage caused by the Contractor, tardy service, unresponsiveness to requests, billing problems, and similar issues. ‘Complaints’ exclude normal or standard service requests (e.g., exchanging a Cart or Bin), and criticisms directed at the City’s solid waste ordinance and its provisions.

1.17 Composting or Compost

‘Composting or Compost’ means the controlled biological decomposition of Organic Materials into fertilizer, soil amendments, or other useful products.

1.18 Condominium

‘Condominium’ means a residential development where undivided interest in a common portion of real property is coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map or parcel map.

1.19 Condominium Cart Collection Service

‘Condominium Cart Collection Service’ means Cart Collection Service without providing Organics Cart Collection Service.

1.20 Construction and Demolition Waste

‘Construction and Demolition Waste’ includes but is not limited to waste building materials, asphalt, concrete, drywall, metals, roofing materials, soils, wood, packaging, and rubble resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial, industrial or institutional buildings and other properties or structures.

1.21 Container

‘Container’ means any can, wheeled cart, receptacle, dumpster, bin, or box used or intended to be used for the purpose of holding Solid Waste for Collection.

1.22 Customer

‘Customer’ means any Person receiving Solid Waste Handling Services from Contractor within the City.

1.23 Designated Collection Location

‘Designated Collection Location’ means the place where the Customer shall place, and from where the Contractor is to Collect, Solid Waste in Containers designed for that purpose.

1.24 Disposal

‘Disposal’ means the final deposition of Solid Waste at a permitted landfill that is in full compliance with all laws and regulations.

1.25 Disposal Tipping Fee

Disposal Tipping Fee means the rate per ton for Disposal of Refuse upon which the Contractor’s rates are based.

1.26 Disposal Site

‘Disposal Site’ means the place, location, tract of land, area, or premises in use, intended to be used, or which has been used, for the landfill Disposal of Solid Waste.

1.27 Dwelling Unit

‘Dwelling unit’ means a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Types of dwellings include single-family dwellings, duplexes, multifamily dwellings, mobilehomes, condominiums and townhouses.

1.28 Food Waste

‘Food Waste’ means waste that will decompose and/or putrefy and is segregated for Collection and Recycling. Food waste includes: (i) kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Waste; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) non-Recyclable paper or contaminated paper.

1.29 Food Waste Pail

‘Food Waste Pail’ means a plastic receptacle with a capacity not exceeding one and one-half (1.5) gallons, having a hinged lid, suitable for use in a Residential Premises for temporary storage of Food Waste that is approved for such purpose by the City.

1.30 Garbage

‘Garbage’ means all kitchen and table food waste and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs.

1.31 Green Waste

‘Green Waste’ means non-contaminated material composed of organic matter or plant matter which is the result of seasonal variations or landscape and gardening activities. Green waste includes, without limitation, grass clippings, shrubbery, leaves, tree trimmings, branches, flowers, plant stalks, wood and other plant material. Green Waste does not include stumps or branches exceeding six inches (6") in diameter or four feet (4') in length.

1.32 Gross Receipts

‘Gross Receipts’ means any and all monies, fees, charges, consideration, and revenue collected or received by or paid to Contractor, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, Customer charges for Collection of Solid Waste, without subtracting disposal fees, Franchise Fees, or any fees imposed on Contractor and collected pursuant to this Agreement. Gross Receipts does not include any proceeds from the sale of Recyclables or any payments from the lease of stationary compactors.

1.33 Hazardous Substance

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any

other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.34 Hazardous Waste

‘Hazardous Waste’ means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. ‘Hazardous Waste’ includes all substances defined as Hazardous Waste, Acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes, or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated there under. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

1.35 Holiday

‘Holiday’ means New Years’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

1.36 Household Hazardous Waste

‘Household Hazardous Waste’ means Hazardous Waste generated at a Single-family and Multi-family Residential Premises.

1.37 Low-level Radioactive Waste

‘Low-level Radioactive Waste’ means regulated radioactive material that meets all of the following requirements:

(1) The waste is not high-level radioactive waste, spent nuclear fuel, or byproduct material (as defined in Section 11e(2) of the Atomic Energy Act of 1954 (42 U.S.C. Sec. 2014(e)(2))).

(2) The waste is not uranium mining or mill tailings.

(3) The waste is not any waste for which the federal government is responsible pursuant to subdivision (b) of Section 3 of the Low-Level Radioactive Waste Policy Amendments Act of 1985 (42 U.S.C. Sec. 2021c(b)).

(4) The waste is not an alpha emitting transuranic nuclide with a half-life greater than five years and with a concentration greater than 100 nanocuries per gram, or Plutonium-241 with a concentration greater than 3,500 nanocuries per gram, or Curium-242 with a concentration greater than 20,000 nanocuries per gram.

1.38 Material Recovery Facility

'Material Recovery Facility' means a facility licensed or permitted in accordance with AB 939 which separates secondary materials, and processes them for sale to end users.

1.39 Medical Waste

'Medical waste' means any biohazardous waste or sharps waste that is composed of, generated or produced as a result of any of the following actions:

(1) Diagnosis, treatment, or immunization of human beings or animals.

(2) Medical research involving the diagnosis, treatment or immunization of human beings or animals.

(3) The production or testing of medicinal preparations made from living organisms and their products, including, but not limited to, serums, vaccines, antigens, and antitoxins.

(4) The accumulation of properly contained home-generated sharps waste that is brought to a point of consolidation approved by the enforcement agency pursuant to Section 117904 or authorized pursuant to Section 118147.

(5) Removal of a regulated waste from a trauma scene by a trauma scene waste management practitioner.

Medical Waste that has been properly treated or autoclaved and that is not otherwise hazardous shall thereafter be considered Solid Waste.

1.40 Mobilehome Park

"Mobilehome Park" means any site that is planned and improved to accommodate two or more mobilehomes used for residential purposes, or on which two or more mobilehome lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium or other form of resident ownership, to accommodate mobilehomes used for residential purposes.

1.41 Move In Collection Service

'Move-in Collection Service' means the on-call Collection of Recyclable packing material from a new Single-family and Multi-family Residential Customers.

1.42 Mulch

'Mulch' means a material used for landscaping, soil amendment or erosion control that results from the mechanical breakdown (chipping and/or grinding) of materials, including, but not limited to, Green Waste, yard trimmings, and wood byproducts.

1.43 Multi-family Premises

"Multi-family premises" means any residential property in the City containing five (5) or more Dwelling Units.

1.44 Organic Waste

'Organic Waste' or 'Organics' means Green Waste, Food Waste, manure, and any other organic waste material which is acceptable to be delivered to an organics processing facility such as an anaerobic digester, or composting facility.

1.45 Person

'Person' means any individual, firm, association, organization, partnership, corporation, business trust, or joint venture.

1.46 Premises

'Premises' means a tract or lot of land within the City where Solid Waste is generated or accumulated.

1.47 Public Container

‘Public Container’ means a Container of a size and shape determined by the City placed in public areas by the City or by a transit authority for the convenience of the public for the accumulation of Refuse or Recyclables.

1.48 Public Container Collection Service

‘Public Container Collection Service’ means providing Solid Waste Handling Services to Public Containers. Public Container Collection Service includes monitoring containers and emptying them on an as-needed basis.

1.49 Recyclables or Recyclable Materials

‘Recyclables’ or ‘Recyclable Materials’ means materials that are capable of being recycled and which are segregated from waste material for Collection and recycling, rather than Collection and disposal. Recyclable materials includes, without limitation, glass, plastic or metal food or beverage containers (excluding ceramics and chemical containers); aluminum cans, foil, pie tins and similar items or bi-metal cans; PET plastic soda or water bottles or other bottles with the designated "PET" symbol; HDPE plastic milk and water bottles with the designated "HDPE" symbol; LDPE shrink wrap, plastic bags with the "LDPE" symbol; newspaper, cardboard, computer printouts (excluding carbon paper); white ledger paper, junk mail, office paper and such additional materials as the City Council may designate from time to time.

1.50 Recycle or Recycling

‘Recycle’ or ‘Recycling’ means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.

1.51 Refuse

‘Refuse’ means Garbage and Rubbish.

1.52 Regular Bin Collection Customer

‘Regular Bin Collection Customer’ means a Person that receives Regular Bin Collection Service.

1.53 Regular Bin Collection Service

‘Regular Bin Collection Service’ means using Bins to provide Solid Waste Handling Services to established residential, retail, commercial, and industrial facilities that require Collection service on a regular, ongoing, and indefinite basis. ‘Regular Bin Collection Service’ includes providing Solid Waste Handling Services to established Multi-family Premises with enclosure(s) or dedicated space(s) in common areas to accommodate Bins serviced by front-loading collection vehicles. ‘Regular Bin Collection Service’ includes providing Collection service using Bins to established Commercial Premises, but does not include providing service to: 1) Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, or, 2) Commercial Premises that generate large quantities of waste that elect to use Regular Rolloff Collection Service. Regular Bin Collection Service and Temporary Bin Collection Service are mutually exclusive.

1.54 Regular Rolloff Collection Customer

‘Regular Rolloff Collection Customers’ means a Person that receives Regular Rolloff Collection Service.

1.55 Regular Rolloff Collection Service

‘Regular Rolloff Collection Service’ means using Rolloff Boxes or Rolloff Compactors to provide Solid Waste Handling Services to established retail, commercial, and industrial facilities that require Rolloff Service on a regular, ongoing, and indefinite basis. Regular Rolloff Collection Service and Temporary Rolloff Collection Service are mutually exclusive.

1.56 Rolloff Box

‘Rolloff Box’ means an open top metal Container with a capacity from 10 to 40 cubic yards, which is designed to be pulled onto a rolloff vehicle.

1.57 Rolloff Collection Service

‘Rolloff Collection Service’ means providing Solid Waste Handling Services using Rolloff Boxes or Rolloff Compactors. Rolloff Collection Service is either Regular Rolloff Collection Service or Temporary Rolloff Collection Service.

1.58 Rolloff Compactor

‘Rolloff Compactor’ means an enclosed metal Container equipped with a hydraulic packing ram with a capacity from 15 to 35 yards, which is designed to be pulled onto a rolloff vehicle.

1.59 Rubbish

‘Rubbish’ means, without limitation, the following items: waste and refuse capable of burning readily, including straw, packing materials, leather, rubber, clothing, bedding, books, rags and all similar articles which will burn by contact with flames or ordinary temperatures; and ashes, crockery, china, pottery, metal wire and other similar materials.

1.60 Scavenging

‘Scavenging’ means the unauthorized removal of Recyclables. Scavenging is prohibited by Public Resources Code § 41950.

1.61 Sharps Waste

‘Sharps Waste’ means waste generated by a Single Family or Multi-family Premises that includes a hypodermic needle, syringe, or lancet.

1.62 Single-Family Residential Premises

‘Single-family Residential Premises’ means any residential property in the City, except multiple dwellings containing five (5) or more Dwelling Units.

1.63 Solid Waste

‘Solid Waste’ means all putrescible and non-putrescible solid, semisolid wastes, including Garbage, trash, Refuse, paper, Rubbish, ashes, industrial wastes, Construction and Demolition Waste, discarded home appliances, manure, vegetable or animal solid

and semisolid wastes, and other discarded solid and semisolid wastes. 'Solid Waste' includes Recyclable Materials, Organics, Green Waste, Construction and Demolition Debris, and Bulky Items. Solid Waste does not include Hazardous Waste, Low-level Radioactive Waste, or Medical Waste.

1.64 Solid Waste Facility

'Solid Waste Facility' means a solid waste transfer or processing station, a composting facility, a gasification facility, a transformation facility, or a Disposal Site.

1.65 Solid Waste Handling Services

'Solid Waste Handling Services' means the Collection, transportation, storage, transfer, processing, and Disposal of Solid Waste.

1.66 Temporary Bin Collection Customer

'Temporary Bin Collection Customer' means a Person that receives Temporary Bin Collection Service.

1.67 Temporary Bin Collection Service

'Temporary Bin Collection Service' means using Bins to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Bin Collection Service on a temporary basis no longer than the duration of the project. Temporary Bin Collection Service and Regular Bin Collection Service are mutually exclusive.

1.68 Temporary Rolloff Collection Customer

'Temporary Rolloff Collection Customer' means a Person that receives Temporary Rolloff Collection Service.

1.69 Temporary Rolloff Collection Service

'Temporary Rolloff Collection Service' means using Rolloff Boxes to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Rolloff Service on a temporary basis no longer than the duration of the project. Temporary Rolloff Collection Service and Regular Rolloff Collection Service are mutually exclusive.

1.70 Term

‘Term’ means the Term of this Agreement, including any agreed upon extension periods, as provided for in Section 4.3.

1.71 Valet Cart Collection Service

‘Valet Cart Collection Service’ means a service that entails the Contractor rolling Customer’s Carts from the back or side-yard of a Single-Family Premises, emptying the carts into a Collection vehicle, and returning the Carts to the original location.

1.72 Waste Generator

‘Waste Generator’ means the owner or occupant of premises that initially produces Solid Waste.

1.73 Work Day

Work Day means any day, Monday through Saturday, excluding Holidays.

Section 2 GRANT OF RIGHT AND PRIVILEGE TO COLLECT SOLID WASTE

2.1 Grant of Exclusive Rights

This Agreement grants to Contractor for the Term of this Agreement during which Solid Waste Handling Service is to be provided, the exclusive right and privilege to Collect, transport, process, recycle, compost, retain and dispose of Solid Waste Collected from **Cart Collection Customers**, and/or Regular Bin and Rolloff Collection Customers, as defined in this Agreement, produced, generated and/or accumulated within the City, except as otherwise provided below. No other services shall be exclusive to the Contractor.

2.2 Limitations to Scope of Exclusive Agreement

The exclusive franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by Persons other than Contractor and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

1. Cart Collection Service, which is covered under the Cart Collection Service Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Cart Collection Agreement].**
2. Regular Bin and Regular Rolloff Collection Service, which is covered under the Regular Bin and Regular Rolloff Solid Waste Collection Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Regular Bin and Rolloff Collection Agreement]**
3. Temporary Bin and Temporary Rolloff Collection Service, which is covered under a separate non-exclusive service arrangement between the City and several waste haulers, which may also include Contractor.
4. The sale or donation of source-separated Recyclable Material by the Waste Generator or Customer to any Person other than Contractor; provided, however, to the extent permitted by law, if the Waste Generator or Customer is required to pay monetary or nonmonetary consideration for the Collection,

transportation, transfer, or processing of Recyclable Material, then it shall not be considered a sale or donation.

5. Solid Waste, including Recyclable Materials and Green Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees) to a processing facility or Disposal Site in a manner consistent with all applicable laws and regulations.
6. Recyclable Materials, Organic Waste or Bulky Wastes which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations.
7. Recyclables delivered to a recycling center or drop-off station by the Waste Generator for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.
8. Bulky Waste removed from a Single-Family Residential Premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service.
9. Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor, utilizing its own equipment, as an incidental part of a total service offered by that Contractor rather than as a hauling service.
10. The Collection, transfer, transport, Recycling, and processing of animal by-products, fats, oils, or grease to be rendered and used as tallow.
11. The Collection, transfer, transport, Recycling, processing, and disposal of byproducts of sewage treatment, including sludge, sludge ash, grit and screenings.
12. The Collection, transfer, transport, Recycling, processing, and disposal of Hazardous Substances, Hazardous Waste, untreated Medical Waste, and radioactive waste regardless of its source.
13. Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company (e.g., with a State contractor license type C-

21) or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment.

14. The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment.

15. Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste.

16. Collection Material that is removed from a premise by a company through the performance of a service that the Contractor has elected not to provide.

The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth in this Agreement, the scope of this Agreement shall be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor resulting from any change in law.

2.3 Enforcement of Exclusive Rights

Contractor shall be responsible for enforcing the exclusive rights in this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity of this Agreement. In addition, City shall adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted in this Agreement. City shall have the right, but not the obligation, to enforce the exclusivity in this Agreement, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, extraordinary administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce the exclusivity in this Agreement, or to assist Contractor in doing so.

2.4 Annexation

Contractor's rights and obligations in this Agreement shall apply in any territory annexed to the City during the Term of this Agreement, except to the extent that the application of such rights and obligations within such annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law. If upon annexation Contractor is permitted to provide Solid Waste Handling Services to Customers in the annexed territory pursuant to preexisting rights granted by another jurisdiction, Contractor shall provide all such Customers in the annexed area with the same services, at the same rates, as are available to Customers pursuant to the terms of this Agreement.

Section 3 REPRESENTATIONS AND WARRANTIES

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement, all of which shall be true as of the Effective Date of this Agreement:

1. Contractor is a validly existing corporation under the laws of the State of California.
2. Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations in this Agreement: (1) conflicts with, violates or results in a breach of any applicable law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.
3. There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations in this Agreement or which would have a material adverse effect on the financial condition of Contractor.
4. Contractor has no knowledge of any applicable law in effect as of the date of this Agreement that would prohibit the performance by Contractor of this Agreement and the transactions contemplated hereby.
5. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be

performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Solid Waste Handling services required by this Agreement.

6. The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in its proposal to the City, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.

Section 4 EFFECTIVE DATE AND TERM

4.1 Conditions to Effectiveness of Agreement

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed in this Agreement:

1. Accuracy of Representation - All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.
2. Absence of Litigation - There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
3. Furnishing of Insurance, Bond, and Letter of Credit - Contractor shall have furnished the evidence of insurance, and performance bond required by this Agreement.
4. Effectiveness of City Council Action - City Council's Ordinance or Resolution approving this Agreement shall have become effective pursuant to California law.
5. Administrative Fee - Contractor shall have paid to the City the Administrative Fee pursuant to Section 10.2 of this Agreement.

4.2 Effective Date

The 'Effective Date' of this Agreement shall be the date upon which all the conditions set forth in the above section have been accomplished, and have been accepted in writing by the City.

4.3 Term

Contractor shall provide Solid Waste Handling Services and Disposal Services in accordance with this Agreement for a period of seven (7) years beginning Monday,

February 29, 2016 through midnight on Tuesday, February 28, 2023 (the “Term”), unless this Agreement is terminated sooner pursuant to Section 17 of this Agreement.

4.4 City’s Option to Extend Term

City shall have the sole option to extend the initial Term for three (3) additional two-year periods. The first two (2) year period shall be from March 1, 2023 through February 28, 2025; the second two (2) year period shall be March 1, 2025 through February 28, 2027; and the third two (2) year period shall be March 1, 2027 through February 28, 2029. If City elects to extend the Term, City shall notify Contractor in writing no later than nine (9) months prior to the end of the then existing Term. If City does not notify Contractor nine (9) months prior to the end of the then existing Term, the City shall waive its option to further extend the Term.

Section 5 SCOPE OF SERVICES

5.1 Solid Waste Services – General

To protect the public health and safety, Contractor shall provide all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste generated or accumulated within the City from Cart Collection Customers covered by this Agreement at least once per week. The services provided by Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Handling Services.

5.2 Cart Collection Service

5.2.1. Cart Collection – General

Contractor shall Collect all Solid Waste properly placed out for Collection by Cart Collection Customers at the Designated Collection Location not less than once per week using automated collection vehicles. A Cart shall be considered properly placed out for Collection if it is feasibly accessible by Contractor's automated Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination of the Designated Collection location.

It is the intent of the City and the Contractor to provide Customers with the highest level of customer satisfaction while at the same time enabling Contractor to operate efficiently. Contractor shall instruct Customers to place all Solid Waste inside Carts such that Contractor's drivers will not be required to routinely disembark the Collection vehicle. However, in the event that a Customer occasionally places Solid Waste adjacent to Carts, Contractor shall also Collect that Solid Waste. If a Customer routinely places for Collection Solid Waste outside the Cart, Contractor shall work with the Customer to determine if the Customer is in need of additional Carts. The City Manager is authorized to require Contractor to deliver additional Refuse Carts to any such Customers, or to require such other action of Contractor as is reasonably necessary to ensure that Customers receive high quality service.

5.2.2. Refuse Cart Collection

Contractor shall Collect Refuse from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall provide each Cart Collection Customer with one Refuse Cart per Dwelling Unit at one of the three sizes shown in the rate schedule in Exhibit A. Each Customer shall choose either a ninety-six (96) gallon cart, a sixty-four (64) gallon cart, or a thirty-two (32) gallon cart.

Upon request by Customer, Contractor shall provide additional ninety-six (96), or sixty-four (64) gallon Refuse Carts. Contractor shall charge rates to the Customer based on each Customer's size and number of Refuse Carts according to the rate schedule in Exhibit A. Contractor may not charge for any services not listed in the rate schedule without prior written approval of the City.

5.2.3. Recyclables Cart Collection

Contractor shall Collect Recyclables from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall Collect Recyclables on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Cart Collection Customer in the City with at least one ninety-six (96) gallon cart per Dwelling Unit.

Upon request by Customer, Contractor shall provide an unlimited number of additional ninety-six (96), gallon Recycling Carts at no charge. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

5.2.4. Organics Cart Collection

Contractor shall Collect Organics from all Cart Collection Customers (except Customers with Condominium Service) using Cart Collection Service. Contractor shall Collect Organics on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Customer with at least one ninety-six (96) gallon cart or more Organics Cart(s) per Dwelling Unit. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

5.2.5. Condominium Collection Service

For Cart Collection Customers in Condominiums or other Multi-family Premises whose Greenwaste from common areas is collected and disposed by landscapers, Contractor

shall not be required to provide an Organics Cart or Collect Organics. For these Customers with Condominium Cart Collection Service, Contractor shall charge the rate for Condominiums in Exhibit A.

5.2.6. Valet Service

Contractor shall provide on-premises Valet Service to Customers if all adults residing at the Premises have disabilities that prevent them from setting their Carts at the curb for Collection, and if a request for Valet Service has been made to, and approved by, the City Manager in a manner required by City. The City Manager shall notify the Contractor in writing of any Premises requiring Valet Service along with the date such service is to begin. No additional monies shall be due to the Contractor for the provision of required Valet Service.

For Customers who elect to have Valet Service, but do not require it, Contractor shall provide Valet Service as a premium service. For these Customers with Valet Service, Contractor shall charge the rate for Valet Service in Exhibit A.

5.2.7. Bulky Item Pickups

On an as-needed, on-call basis, the Contractor shall provide up to three (3) pickups per calendar year of Bulky Items from each Cart Collection Customer. Upon receiving a request from Customer two (2) days in advance, Contractor shall Collect Bulky Items on the Customer's regular weekly collection day at no extra charge. Each Bulky Items Collection shall be limited to: up to four (4) large household items or, up to twenty (20) plastic trash bags, or, up to ten (10) bundles of Greenwaste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed three (3) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in Exhibit A. For individual Bulky

Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to the rate schedule in Exhibit A.

5.2.8. Holiday Trees

Contractor shall Collect all Holiday trees from Single-family and Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

5.2.9. Mulch Give-away

Contractor shall provide two (2) 40-yard Rolloff Boxes of compost two (2) times per year for the use and benefit of the City of Calabasas and its residents. Contractor shall provide this service at no additional cost to City or to Customers. City shall provide the location for the placement of the Rolloff Boxes.

5.2.10. Move-In Collection Service

Contractor shall also provide, at no charge, one (1) on-call Move-In Collection of Recyclable packaging materials such as cardboard boxes, packing Styrofoam, and newspaper to Customers within three (3) months of service initiation by the Customer. Move-in Collection service shall be provided within forty-eight (48) hours of receipt of the request.

5.2.11. ABOP Collection Service

Contractor shall operate an ABOP Collection roundup on the second (2nd) Saturday of every other month at a site designated by the City. Contractor shall operate the roundup event between the hours of 10:00 am and 2:00 pm and shall provide all necessary staff, equipment, and containers to Collect ABOP materials dropped off by City residents. Contractor shall be responsible for the transportation, storage, processing, and proper Disposal of all ABOP material Collected at these events.

The Contractor shall publicize each public disposal center for antifreeze, batteries, motor oil and latex/water-based paint in the Calabasas area one time per year through one of the following methods: (1) insert included in envelope with customer's bill; (2) press releases and public service announcements; (3) submitting an article for inclusion in the city's newsletter; or (4) distribution of informational flyers to the general public at appropriate events and through the mail. The method of publicity shall be selected by the Contractor and approved by City.

Contractor shall invoice the City on or about the first (1st) day of the following month for cost incurred to operate the ABOP roundup during the prior month. Contractor's invoice must be accompanied with a full accounting of all materials accepted, how the materials were Recycled, reused, or Disposed, and the quantity of each ABOP material type.

The City shall reimburse the Contractor by the end of the month following the ABOP roundup. City shall reimburse Contractor up to the total amount the City receives in Used Oil Block Grant monies from CalRecycle. Contractor shall be responsible for ABOP roundup costs that exceed City reimbursement. The City shall be responsible to file the grant application and prepare reports back to CalRecycle.

5.2.12. Optional – Door to Door HHW Collection

If the City elects to include Door to Door HHW Collection in this Agreement, Contractor shall undertake a program to Collect Household Hazardous Waste from Single-family and Multi-family Residential Premises on an on-call basis. Contractor shall perform this service at no additional cost to City or Customer. Contractor shall Collect HHW from Residential Customers on their regular Collection day during the last two weeks of each quarter on an on-call by-appointment basis. The Door to Door HHW Collection program shall include the following features:

1. An ongoing public education program to inform residents of the benefits and availability of a Door to Door HHW program.
2. An annual schedule of quarterly Collection periods including the month, appointment deadline, and collection weeks
3. A convenient means by which Residential Customers may make an appointment to have their HHW Collected

4. Instructions and materials (bags, labels, etc.) that will enable residents to safely and conveniently prepare their HHW for Collection.
5. Specific policies and procedures for the Door to Door HHW program such as acceptable Collection locations (doorstep, etc.), list of acceptable and non-acceptable materials, and quantity limits.

5.3 Regular Bin and Rolloff Collection Service

5.3.1. Regular Bin Collection Service – General

Contractor shall Collect Solid Waste from all Regular Bin Collection Customers not less than once per week. Contractor shall Collect Solid Waste properly placed in Bins from the Designated Collection Location upon each Customer's Premises. Contractor shall replace empty Bins to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

5.3.2. Regular Bin Collection Service - Refuse

Contractor shall Collect Refuse from all Regular Bin Collection Customers. Contractor shall provide the size and quantity of Refuse Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. If Contractor and Customer cannot agree upon the appropriate size and number of Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Regular Bin Collection Service based on each Customer's size and number of Refuse Bins, and number of weekly pickups according to the monthly rates schedule in Exhibit B. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

5.3.3. Regular Bin Collection Service – Recyclables

Upon request by Customer, Contractor shall Collect Recyclables from Regular Bin Collection Customers no less frequently than once per week. Contractor may use Bins or Carts to Collect Recyclables from Regular Bin Collection Customers. Contractor shall provide the size and quantity of Bins or Carts as requested by Customer. If Contractor

and Customer cannot agree upon the appropriate size and number of Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall Collect Recyclables from Regular Bin Collection Customers at no additional charge to Customer or City.

5.3.4. Multi-family Bulky Item Pickups

On an as-needed, on-call basis, the Contractor shall provide up to three (3) pickups per calendar year of Bulky Items from each Bin Collection Customer at Multi-family Premises. Upon receiving a request from Customer two (2) days in advance, Contractor shall Collect Bulky Items on the Customer's regular collection day at no extra charge. Each Bulky Items Collection shall be limited to: up to four (4) large household items or, up to twenty (20) plastic trash bags, or, up to ten (10) bundles of Greenwaste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed three (3) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in Exhibit B. For individual Bulky Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to the rate schedule in Exhibit B.

5.3.5. Multi-family Holiday Trees

Contractor shall Collect all Holiday trees from Single-family and Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup

that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

5.3.6. Regular Rolloff Collection Service

Contractor shall Collect Solid Waste from all Regular Rolloff Collection Customers using Contractor-furnished Rolloff Boxes or Customer-furnished Rolloff Compactors. Upon Customer request, Contractor shall furnish the size and number of Rolloff Boxes requested by Customer.

Contractor is not obligated to furnish Rolloff Compactors. Contractor may sell or lease Rolloff Compactors to Customers. Any sale or lease of Rolloff Compactors to Customers shall be outside the scope of this Agreement. However, the Collection service provided to those Customers with Rolloff Compactors shall be within the scope of this Agreement.

Within one (1) Workday of Customer's request for service, Contractor shall Collect Solid Waste properly placed in Rolloff Boxes or Rolloff Compactors from the Designated Collection Location upon each Customer's Premises. A Rolloff Box or Rolloff Compactor shall be considered properly located for Collection if it is feasibly accessible by Contractor's rolloff collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall bill the Customer for Regular Rolloff Collection Service based on each load and the actual weight of each load according to the rate schedule in Exhibit B. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

5.3.7. City Facilities Collection Service

Contractor shall Collect and dispose of all Refuse, Recyclable Material, and Green Waste put in Containers for Collection at all facilities owned and/or operated by the City at no charge. City facilities include, but are not limited to, City Hall, City offices, parks, corporation yards, recreation centers, and community centers. Contractor shall provide the number and size of Containers, and frequency of service at the City's direction. Service levels and number of City facilities served may increase during the Term of this Agreement without any additional compensation paid to the Contractor. The current scope of service provided to City facilities is shown on the following page in Table 1.

Table 1 - Service to City Facilities

Service Location	Number of Bins	Bin Size	Pickups per Week
Grape Arbor Park	2	3 yard	2
Juan Bautista de Anza Park	2	3 yard	2
Freedom Park	1	3 yard	As needed
Gates Canyon Park	2	3 yard	2
Highlands Park	1	3 yard	As needed
Bark Park	1	3 yard	As needed
Wild Walnut Park	1	3 yard	As needed
City Hall	4	3 yard	2
Tennis & Swim Center	2	3 yard	6
Community Center	2	3 yard	2

5.3.8. Bus Stop Container Collection Service

Contractor shall Collect and dispose of all Refuse placed in Containers at bus stops in the City. The location and frequency of service for these Containers is listed in Exhibit D. City may change the frequency of service and/or number of bus stops serviced during the Term of this Agreement without any additional compensation paid to the Contractor. City shall include any such changes on a revised Exhibit D.

5.3.9. Sidewalk Litter Container Collection Service

Contractor shall Collect and dispose of all Refuse placed in public Containers that are placed on sidewalks and in public areas by the City. The location and frequency of service for these Containers is listed in Exhibit E. Public Street Containers shall be provided by City. Any plastic liners or other miscellaneous items needed to provide service shall be furnished by Contractor. City may change the service frequency and number of Containers during the Term of this Agreement without any additional compensation paid to the Contractor. City shall include any such changes on a revised Exhibit E.

5.3.10. City-sponsored Special Events

Contractor shall provide Solid Waste Collection and Disposal/processing service for City-sponsored special events. This shall include providing Containers (Bins, Roll-off Boxes, and clearly labeled cardboard waste boxes with liners) to Collect and dispose of, or process, all Solid Waste and Recyclable Materials. The Contractor shall provide these services at City-sponsored events, at no cost to City or ratepayers. City-sponsored events shall include those listed below in Table 2.

Table 2 - City-sponsored Special Events

Event	Location(s)	When	Estimated Attendance	Estimated Service Requirements
Egg Hunt	Juan Bautista de Anza Park	Easter	1,500	Cardboard containers
Fine Arts Festival	Two locations: The Commons at Calabasas; Calabasas Civic Center	Two days in May	12,000 to 15,000 over two days	One (1) 40 yd. rolloff and cardboard containers
Fourth of July (Lakeside Fun Run and Fireworks Spectacular)	Fun Run - Lake Behind the Tennis & Swim Center Fireworks Spectacular – Calabasas High School	July	3,000	One (1) 40 yd. rolloff and cardboard containers
Pumpkin Festival	Lost Hills Road & Juan Bautista de Anza Park	Two days in October	3,000 to 5,000 over two days	Two (2) 40 yd. rollofs and cardboard containers

5.3.11. Optional - Commercial Organics Collection Service

If the City elects to include this service in the Agreement - Upon request by Customer, Contractor shall Collect Source-separated Organics from all Regular Bin Collection Customers not less than once per week. For Customers that subscribe to Commercial Organics Collection Service, Contractor shall Collect Organics properly placed in Carts or Bins from the Designated Collection Location upon each Customer's Premises. Contractor shall replace empty Carts or Bins to their original location with gates or doors of enclosures secured after Collection is completed. A Cart or Bin shall be considered

properly located for Collection if it is feasibly accessible by Contractor's Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall provide the size and quantity of Carts or Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. If Contractor and Customer cannot agree upon the appropriate size and number of Carts or Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Organics Collection Service based on each Customer's size and number of Carts or Bins, and number of weekly pickups according to the monthly rate schedule in Exhibit B-1.

Section 6 OPERATIONS, PERSONNEL AND EQUIPMENT

6.1 Operations

6.1.1. Hours of Collection

To protect the peace and quiet of residents, Contractor shall not Collect Solid Waste before 7:00 a.m. or after 6:00 p.m. The City may direct Contractor to reduce the Collection hours in areas around schools and in high traffic areas during peak traffic hours. When the City is conducting road rehabilitation projects, the City reserves the right to temporarily redirect or restrict Contractor from Collection in the affected areas if needed. The hours of Collection may be extended due to extraordinary circumstances with the prior written (e.g., e-mail) consent of the City Manager.

6.1.2. Holidays

Contractor shall not Collect Solid Waste on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on a weekday, Collection Services for the Holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week. Friday Collection Services shall be performed on Saturday.

6.1.3. Complaints for Missed Collections

In the case of a Complaint for a missed Collection received on a collection day, Contractor shall make the Collection not later than 5 p.m. if it has been notified by noon, or on the first collection day after the Complaint is received, if the Complaint was received after noon.

6.1.4. Hazardous Waste Inspection and Reporting

Contractor reserves the right and has the duty under law to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Household Hazardous Waste or Hazardous Waste. In the event a Customer sets out for Collection any Household Hazardous Waste or Hazardous Waste, Contractor shall reject the material, tag the Container with instructions to the Customer for the proper method to

discard of Hazardous Waste, and record the event in the Customer's profile in Contractor's billing system.

6.1.5. Refusal to Collect

When Solid Waste is not Collected from any Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

6.1.6. Load Weight

Contractor shall not load its Collection vehicles such that the vehicle's gross weight (the total weight of the load and the vehicle) exceeds the manufacturer's gross vehicle weight rating (GVWR), or exceeds any other weight limits imposed by state or local laws or regulations.

6.1.7. Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees of Contractor to public or private property shall be promptly repaired or replaced by Contractor at Contractor's sole expense.

6.1.8. Commingling of Routes

Contractor shall not commingle City Collection routes with other city or county routes. Each route shall be dedicated exclusively to City-generated waste Collected within City boundaries under this Agreement.

6.2 Personnel

6.2.1. Qualifications

Contractor shall employ qualified personnel to perform the services set forth in this Agreement. Contractor shall ensure that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. Contractor shall provide operating and safety training that meets minimum OSHA standards for all its drivers, helpers, and those employees who are otherwise directly involved in Collection operations. Contractor shall train its drivers and helpers in the identification of Hazardous Waste. Each driver shall at all times carry

a valid California driver's license, and any other required licenses for the type of vehicle that is being operated. Each driver shall comply with all applicable state and federal laws, regulations and requirements.

6.2.2. Conduct

Contractor's employees shall conduct themselves in a competent, thorough, and courteous manner. The City may request the transfer of any employee who materially violates any provision in this Agreement, or who is negligent, careless, or discourteous in the performance of their duties. Contractor's field operations personnel shall wear a clean uniform with the employee and Contractor's name. Contractor's employees, who normally come into contact with the public, shall bear a company photo identification card. Contractor shall not permit any employee to solicit or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement.

6.2.3. Drug and Alcohol Testing

Contractor shall prescreen all applicants seeking employment that would result in the applicant, if hired, driving Contractor's vehicles within City. The prescreening shall include drug and alcohol testing by a certified independent testing laboratory. Contractor shall reject any applicant for employment within City who tests positively for any prohibited substance. In addition, Contractor shall conduct unannounced random drug and alcohol testing of all employees performing driving duties within City pursuant to the regulations administered by the Federal Motor Carrier Safety Administration (49 CFR, Part 40). The random testing shall be conducted by a certified independent testing laboratory. Any employee who tests positive for prohibited substances or alcohol shall be immediately and permanently removed from any assignment to perform duties under this Agreement.

6.2.4. Employees of Previous Service Provider

In the event Contractor takes over service in the City from a previous service provider, Contractor shall make good faith efforts to hire all 'qualified applicants' of the previous service provider to perform work under this Agreement. A 'qualified applicant' is an individual that: (i) was an employee of the previous service provider and regularly worked in the City within sixty (60) days prior to the Effective Date; (ii) is qualified by training and experience for the desired position; and (iii) successfully passes Contractor's physical and drug test. All employees of the previous service provider hired

by Contractor shall retain the level of seniority that they held with the previous service provider, and shall receive a compensation and benefits package from Contractor that is commensurate with the Contractor's other employees with a similar level of skill, experience and seniority.

6.3 Vehicles

6.3.1. General

Contractor shall provide vehicles for Solid Waste Handling Services that are sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall own and maintain sufficient back-up vehicles.

Contractor shall equip vehicles so as to prevent Solid Waste from being blown or otherwise escape from the vehicle. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes its vehicles.

Each Collection vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a radio to enable the driver to communicate directly with Contractor's dispatcher and/or main office.

No Collection Vehicle shall be utilized if it is leaking fluids. Contractor shall clean up any leaks or spills from its vehicles. Contractor shall equip all Collection Vehicles with absorbent for such cleanups. No fluids shall be washed into storm drains at any time.

6.3.2. Appearance

Contractor shall paint each vehicle periodically (including performing all necessary body work), no less than once every two years. Contractor shall mark the rear, and both sides of each vehicle with the Contractor's name, telephone number, and a vehicle number in letters not less than five (5) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

6.3.3. Maintenance

Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs

are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

6.3.4. Emissions

Contractor's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resource Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

6.3.5. Noise

Contractor's vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy (70) decibels (dB)A at a distance of fifty (50) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any collection vehicle which City or Contractor has received more than one complaint regarding excessive noise.

6.3.6. Safety

Contractor shall equip each vehicle with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry during the Term of this Agreement. Collection vehicles shall be well marked and highly visible. At a minimum, Collection vehicles shall have a back-up warning alarm, and a video monitor based back-up system, or its equivalent.

6.3.7. Inspection of Vehicles

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports. Contractor shall

make all records related to its vehicles available to City upon request by the City Manager.

City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capacity.

Any Collection Vehicle that the City Manager deems inappropriate for use in City for any reason (including its appearance) shall be removed from service in City, until such time as the City Manager determines the issue regarding said Collection vehicle is corrected.

6.4 Containers

If any Solid Waste enterprise providing Solid Waste Handling Services to Customers prior to the Effective Date does not remove the Containers it had in use prior to the Effective Date, Contractor shall Collect and dispose of all such Containers at no additional charge to City or Customers.

6.4.1. Carts

Contractor shall provide Cart Collection Customers with Carts during the Term of this Agreement. Carts and Cart lids must meet color, size, uniformity, and quality requirements of the City. Contractor shall provide and maintain Carts and Cart lids with consistent colors and in good condition. Contractor shall maintain all Carts in good repair. If a Cart is broken or damaged, Contractor shall repair or replace such Carts by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day.

Carts shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in each type of Cart. City shall approve what information is marked on Carts.

6.4.2. Cart Exchange

Upon notification to the Contractor by the City or a Customer that a change in the size or number of Carts is required, the Contractor shall deliver such Carts to such Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to receive one (1) free Refuse Cart exchange, one (1) free Recycling Cart exchange and one (1) free Organics Cart exchange per year during the Term of this Agreement. For exchanges that exceed one (1) per year, Contractor may charge Customers the cart exchange fee shown in Exhibit A.

6.4.3. Cart Replacement

Any Cart damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense. If a Cart is lost, stolen or damaged beyond repair through no fault of the Contractor, the Contractor shall deliver replacement Cart to Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organics Cart during the initial Term of this Agreement at no cost. For replacements of more than one (1) lost, destroyed, or stolen Cart of each type during the initial Term, Contractor may charge Customer the Cart replacement fee shown in Exhibit A. After the initial Term, Customers shall be entitled to one (1) additional free replacement Cart of each type during the remaining Term of this Agreement.

6.4.4. Ownership of Carts

Contractor shall own all Carts provided under this Agreement. In the event this Agreement is not extended or renewed, Contractor shall remove all Carts in service from the City.

6.5 Food Waste Pails

Upon request, Contractor shall provide Cart Customers with one (1) Food Waste Pail per Dwelling Unit during the Term of this Agreement. Food Waste Pails shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in the Food Waste Pail. City shall approve what information is marked on Food Waste Pails. Upon request by Customer,

Contractor shall replace up to one (1) Food Waste Pail per Customer each year at no charge. For replacements that exceed one (1) per year, Contractor may charge the Food Waste Pail replacement charge in Exhibit A.

6.5.1. Bins

Contractor shall provide Bin Collection Customers with Bins required during the Term of this Agreement. The size and quantity of Bins shall be determined by mutual agreement between Customer and Contractor, and shall be subject to City approval. Contractor shall maintain Bins in a clean condition and free from putrescible residue. Bins shall be watertight, and constructed of heavy metal, or other durable material. Bins shall be well painted, and maintained in good repair.

Contractor shall mark each Bin with the name of Contractor and phone number in letters not less than three (3) inches high. Bins shall be labeled to include instructions on what materials should and should not be placed in the Bin. Contractor shall replace Bins upon City's request if the City deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color, and all Recycling Bins shall be painted a different, uniform color.

6.5.2. Bin Replacement

Upon Customer or City request, or if required to maintain the Bins in a clean condition, Contractor shall clean or replace all Bins once per year at no additional charge. Contractor shall perform cleaning or replacement of Bins more frequently if necessary to prevent a nuisance caused by odors or vector harborage, or if requested by Customer or City. Contractor shall remove graffiti from any Container within two (2) Work Days of request by City or Customer.

6.5.3. Locking Bins

Contractor shall provide locking Bins upon Customer request. Contractor shall be entitled to the monthly charge for locking bins shown in the Rate Schedule in Exhibit A.

6.5.4. Rolloff Boxes

Contractor shall provide Roll-off Boxes to Rolloff Customers sufficient to meet Customer demand throughout the Term of this Agreement. Contractor shall keep all Roll-off Boxes clean, well-painted free from graffiti, and in good repair. Contractor shall display

the name and phone number of Contractor in letters not less than three (3) inches high on Rolloff Boxes.

6.5.5. Rolloff Compactors

Maintenance of Customer-owned Rolloff Compactors shall be the responsibility of the Customer, and not Contractor. Contractor may sell, or lease Rolloff Compactors to Customers. Any such sale or lease shall be outside the scope of this Agreement. Any proceeds to Contractor from the sale or lease of Rolloff Compactors are not included in Gross Receipts.

Section 7 CUSTOMER SERVICE

7.1 Office Hours

Contractor shall maintain an office with assigned personnel accessible by a local phone number. Contractor's office hours are to be from 8:00 a.m. to 5:00 p.m. Monday-Friday and 8:00 a.m. to 12:00 p.m. on Saturdays when Collection is occurring. At Contractor's expense, its telephone numbers shall be listed in Calabasas-area telephone directories under both Contractor's name and the City's name. Contractor shall have the capability of responding to Customers in English, Spanish, and any other predominant languages necessary for communication between Contractor and its Customers.

7.2 Emergency Telephone Number

Contractor shall maintain an emergency after-hours telephone number for use by City personnel only. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.

7.3 Service Complaints

All Customers' Complaints shall be directed to Contractor. Contractor shall record all Complaints, including date, time, complainant's name and address, nature of Complaint, and date and manner of resolution of Complaint. Contractor shall maintain this information in a computerized service complaint log. This service complaint log shall be available for review by City representatives during Contractor's office hours. Upon request by City, Contractor shall provide a copy of this service complaint log on computer disc, or via email, in a format compatible with City's computer system.

7.4 Customer Education Program

Contractor shall develop and implement an education program for the City's integrated solid waste program, including goals, strategies and timetables. The Customer Education Program (CEP) shall include information with respect to AB 939 diversion goals, bulky goods pick-ups, green waste diversion programs and the importance of the safe disposal of household hazardous waste. Contractor shall provide and distribute information in the form of fliers, cards, stickers, or otherwise as Contractor determines to be most effective. Contractor may also utilize other promotional activities to achieve

the goals of this Agreement, including participation in school assemblies and demonstrations, Chamber of Commerce and other local activities, parades and other civic events, as approved in writing by the City Manager or his or her designee. The CEP must be submitted upon execution of this Agreement, and any change in the CEP must be approved in writing by the City Manager.

The Contractor shall be responsible for distribution of public education brochures, approved by the City, to describe and promote the Contractor's Solid Waste Handling Services, and the waste Collection and Recycling services that are available to the City's residents, and businesses.

7.5 Customer Privacy

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's Solid Waste shall not be disclosed by Contractor to any Person, or governmental agency unless required by law or upon written authorization of the Customer. Contractor shall not market or distribute mailing lists with the names and addresses of Customers. The rights accorded Customers pursuant to this Section shall be in addition to any other privacy rights accorded Customers pursuant to federal or state law.

Section 8 FLOW CONTROL; AND MARKETING OF RECYCLABLES

8.1 Ownership of Solid Waste

Ownership and the right to possession of Solid Waste, including Organics and Recyclable Materials, shall transfer directly from the Customer to Contractor upon Collection by Contractor. At no time shall the City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for Collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such ownership.

8.2 City's Ability to Control the Flow of Solid Waste

City shall have the absolute ability to determine the location for the delivery and/or Disposal of all Solid Waste (including Recyclables, Organics, and Construction and Demolition Waste) Collected pursuant to this Agreement (hereinafter City's "Flow Control Option"). Contractor expressly consents to City's ability to direct the location for Disposal of Solid Waste in this Agreement, and waives any and all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require delivery of all Solid Waste Collected in this Agreement to the facilities listed below in Table 3.

Table 3 – Approved Disposal and Processing Facilities

Material Type	Destination Facility
Refuse	
Recyclables	
Organics	
Construction and Demolition	

8.3 Marketing of Recyclables

Contractor shall market all marketable Recyclables Collected pursuant to this Agreement. Contractor is entitled to all revenues (including California Redemption Value revenues) received by Contractor from the marketing of Recyclables. Contractor shall

assume all risk, and enjoy all rewards, resulting from changes in market prices of Recyclables.

Section 9 RATES AND BILLING

9.1 Rates

Contractor's compensation for all solid waste Collection, transportation, processing, recycling, and disposal services shall be the rates set forth in Exhibit A and B to this Agreement.

9.2 Adjustment of Rates

Beginning on July 1, 2017, and each July 1 thereafter during the Term, Contractor shall be entitled to an increase in the rates in Exhibit A, Exhibit B, or the rates then in effect. The adjustment of Contractor's rates shall be accomplished according to the procedures and methodology set forth below and according to the example in Exhibit C.

On or before March 31st of each year in which an adjustment is to be made, Contractor shall submit to the City schedules setting forth the:

1. Current rates;
2. Applicable CPI, PPI, and Disposal Tipping Fee values;
3. Percentage change in the those values;
4. Calculation of the combined rate adjustment percent; and,
5. Proposed adjusted rates.

These schedules are for convenience of the City in corroborating rate adjustments, but are not binding. The City in its sole discretion may make corrections or adjustments in these schedules to provide for rate adjustments that are in accordance with the terms of this Agreement.

9.2.1. Calculation of Rate Adjustment

The Maximum Rates shall be adjusted based on a combined rate adjustment percentage. The rate adjustment percentage shall be comprised of three components: a service component, a fuel component, and a disposal component. All three of these components shall be independently calculated. The weighted results of these calculations shall be combined to derive the combined rate adjustment percentage.

The weighting of the components of the rate adjustment percentage shall be as shown in Table 4 displayed below.

Table 4 - Rate Adjustment Components

Component	Weight
Service	65%
Fuel	5%
Disposal	30%
Total	100%

These weights are intended to generally reflect the major areas of Contractor’s cost structure such that this rate adjustment method strikes a reasonable balance between accuracy and efficiency. In the event that the relative weights of these categories change materially over the term of this Agreement, Contractor or City may petition the other party to realign the components with Contractor’s actual cost structure. Any such realignment shall be subject to the inspection and audit provisions of Section 11.2.

9.2.2. Service Component

The weighted adjustment percentage for the service component shall be equal to the service component adjustment factor multiplied by sixty-five percent (65%) as shown by example in Exhibit C. The service component adjustment factor shall be the annual percentage change in the ‘Consumer Price Index’ from in the previous calendar year. The ‘Consumer Price Index’ (or ‘CPI’) shall mean the Consumer Price Index for all Urban Consumers (National CPI-U) for the Los Angeles/Orange County/Riverside metropolitan statistical area published by the United States Department of Labor, Bureau of Labor Statistics.

9.2.3. Fuel Component

The weighted adjustment percentage for the fuel component shall be equal to the fuel component adjustment factor multiplied by five percent (5%) as shown by example in Exhibit C. The fuel component adjustment factor shall be the annual percentage change in the ‘Producer Price Index - Natural Gas’ from in the previous calendar year. The ‘Producer Price Index – Natural Gas’ (or ‘PPI’) shall mean the Producer Price Index for Natural Gas Distribution – Commercial (Series ID# 221210221210113) for the Pacific Region published by the United States Department of Labor, Bureau of Labor Statistics.

9.2.4. Disposal Component

The weighted adjustment percentage for the disposal component shall be equal to the disposal component adjustment factor multiplied by thirty percent (30%) as shown by example in Exhibit C. The disposal component adjustment factor shall be based on the weighted average percent change in the Disposal Tipping Fee for the previous calendar year. The Disposal Tipping Fee shall mean the tipping fee charged by the Calabasas Landfill for Municipal and Inert Waste.

9.2.5. Combined Rate Adjustment Percent

The rate combined rate adjustment percentage shall be the sum of the weighted adjustment percentages for the service component, the fuel component, and the disposal component as shown by example in Exhibit C. The rate adjustment percentage shall be applied to the then existing rates to calculate the new rates for the ensuing fiscal year. In any year that the combined rate adjustment percent is negative, rates for that year shall not decrease and shall not be adjusted.

9.3 Extraordinary Rate Adjustment

Contractor may request an adjustment to the rates at other times to provide for the reimbursement of unusual increased costs of providing service under this Agreement, to the extent not included within the annual rate adjustment provided in Section 9.2. Unusual increased costs may include changes in service mandated by the City, changes to the Calabasas Municipal Code affecting Contractor's operations, increases in franchise fees imposed by the City, changes in state or local government solid waste fees and charges, or changes in the law, but shall not include circumstances within the control of Contractor, such as changes in the purchase price of new equipment, or negotiation of wage and benefit increases in connection with a collective bargaining agreement. For each request, Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City Manager with support for all assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, at its sole discretion, make the final determination on the appropriate amount of the adjustment, if any, within sixty (60) days of receipt of Contractor's request.

9.4 Resolution of Disputes Regarding Rate Adjustments

Any dispute regarding the computation of a rate adjustment shall be decided by the City Manager or his designee, or referred by the City Manager to the City Council as provided in Section 17. A rate adjustment computation decision by the City Manager or the City Council may be appealed by Contractor in accordance with the procedures provided in Section 17. The rates in effect at the time a rate adjustment dispute is submitted to the City Council shall remain in effect pending resolution of that dispute. The effective date of a rate determined through the dispute resolution procedures provided in Section 17, shall be the next immediate billing cycle of the Contractor after the date of dispute resolution.

9.5 Billing and Payment

9.5.1. Billing

The Contractor shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Customers for all Collection Services pursuant to the rate schedule in Exhibit A, or as those rates are adjusted under the terms of this Agreement. City shall have the right to approve the format and content of Contractor's invoices.

Cart Collection Agreement - Contractor shall invoice Cart Customers bi-monthly in advance. Contractor shall invoice Customers on or about the first day of the three-month period during which service will be provided. If a Customer starts or stops service during the billing period, Contractor shall pro-rate Customer's invoice based on the portion of the billing period the Customer receives service.

Regular Bin and Rolloff Agreement - Contractor shall invoice Regular Bin Customers monthly in advance on or about the first day of the month for which service will be provided. If a Customer starts or stops service during the month, Contractor shall pro-rate Customer's invoice based on the portion of the month the Customer receives service. Contractor shall invoice Regular Rolloff Customers semi-monthly in arrears.

Contractor's invoices must plainly and accurately describe the service provided. Contractor's invoices must itemize the size and number of Containers, the frequency of service and the period in which the service is provided. Invoices for Rolloff Collection

service shall include the work order number, date, location, and actual weight of the load along with itemized charges for the load charge and the charge for tipping fees.

9.5.2. Payment

Contractor shall provide the means for customers to pay bills through the following methods: cash, check, credit card, or automatic clearing house (ACH) withdrawal from Customer's bank account.

9.5.3. Collection

Contractor shall be responsible to collect all billed amounts and shall incur any and all expenses for uncollectible accounts. Contractor's invoices shall be due within thirty (30) days of the date of the invoice. Contractor shall be entitled to collect late charges at a rate of one and one-half percent (1.5%) per month of the unpaid balance including unpaid late charges.

9.5.4. Delinquent Accounts

Cart Collection Agreement – Contractor shall notify customers that have past due amounts at least monthly. Contractor shall not discontinue service to Cart Collection Customers that do not pay for services. City shall undertake a good faith effort to assist Contractor in the collection of delinquent accounts by arranging for the placement of the unpaid amount on the property tax bill of the Premises from which the Solid Waste was Collected.

Once each year, City shall conduct a public hearing and shall cause the delinquent fees to be placed as a charge on the property tax bill. Premises eligible to be included in the public hearing shall include Premises with Cart Collection Customers that are two (2) or more billing cycles (six months) delinquent. Premises eligible to be included in the public hearing shall include Premises with Regular Bin Collection Customers that are three (3) or more months (three months) delinquent.

Ninety (90) days prior to the public hearing, Contractor shall notify the Customer, and the owner of the Premises from which Solid Waste was Collected, that the delinquent amount will be placed as a charge on the property tax bill. Contractor shall also notify the Customer and property owner of the time and place of the public hearing.

Thirty (30) days prior to the public hearing, Contractor shall submit a preliminary list to the City of each Customer and property owner Premises delinquent in the payment of fees for services provided by Contractor under this Agreement. The preliminary list shall include the Customer name, property owner name (if different), property address, county assessor's parcel number, and the delinquent amount. The delinquent amount shall be the amount owed the Contractor plus twenty percent (20%) of the unpaid amount. Following the public hearing, Contractor shall prepare a final delinquent list and submit this list to the City in a format acceptable to the County for processing. Within sixty days of receipt from County, City shall remit to Contractor any amounts recovered on property tax bills.

Regular Bin and Rolloff Collection Agreement – Contractor shall notify customers that have past due amounts at least monthly. If a Regular Bin Customer is sixty (60) days past due, Contractor shall notify Customer that service will be stopped in thirty (30) days hence if the outstanding amount remains unpaid. Contractor may stop service for Regular Bin Customers with outstanding amounts that are over ninety (90) days past due. Contractor shall notify City's code enforcement officer in writing or by email prior to stopping service on any Regular Bin Customer.

If a Regular Rolloff Customer is thirty (30) days past due, Contractor shall notify Customer that service will be stopped in fifteen (15) days hence if the outstanding amount remains unpaid. Contractor may stop service for Regular Rolloff Customers with outstanding amounts that are over forty-five (45) days past due. Contractor shall notify City's code enforcement officer in writing or by email prior to stopping service on any Regular Bin Customer.

City shall undertake its best efforts to assist Contractor in the collection of delinquent accounts by arranging for the placement of a charge on the property tax bill of the Premises from which the Solid Waste was Collected.

Once each year, City shall conduct a public hearing and shall cause the delinquent fees to be placed as a charge on the property tax bill. Premises eligible to be included in the public hearing shall include Premises with Regular Bin and Rolloff Collection Customers whose service has been stopped and the amounts remain unpaid.

Ninety (90) days prior to the public hearing, Contractor shall notify the Customer, and the owner of the Premises from which Solid Waste was Collected, that the delinquent

amount will be placed as a charge on the property tax bill. Contractor shall also notify the Customer and property owner of the time and place of the public hearing.

Thirty (30) days prior to the public hearing, Contractor shall submit a preliminary list to the City of each Customer and property owner Premises delinquent in the payment of fees for services provided by Contractor under this Agreement. The preliminary list shall include the Customer name, property owner name (if different), property address, county assessor's parcel number, and the delinquent amount. The delinquent amount shall be the amount owed the Contractor plus twenty percent (20%) of the unpaid amount. Following the public hearing, Contractor shall prepare a final delinquent list and submit this list to the City in a format acceptable to the County for processing. Within sixty days of receipt from County, City shall remit to Contractor any amounts recovered on property tax bills.

Section 10 FEES PAID TO CITY

10.1 AB 939 Fees

Cart Collection Agreement – Contractor shall pay to City an AB 939 Fee in an amount equal to nine thousand seven hundred dollars (\$9,700) per month for each month it provides service during the Term of this Agreement. Effective each July 1st during the Term, the monthly AB 939 Fee amount shall be increased by the same percentage as the rate adjustment percentage determined pursuant to Section 9.2.

Contractor shall pay AB 939 Fee to City monthly on or before the thirtieth (30th) day of the following the month. Should any such due date fall on a weekend or holiday in which the City's offices are closed, payment shall be due on the first day thereafter in which the City's offices are open.

Regular Bin and Rolloff Agreement – Contractor shall pay to City an AB 939 Fee in an amount equal to eight thousand five hundred dollars (\$8,500) per month for each month it provides service during the Term of this Agreement. Effective each July 1st during the Term, the monthly AB 939 Fee amount shall be increased by the same percentage as the rate adjustment percentage determined pursuant to Section 9.2.

Contractor shall pay franchise fee to City monthly on or before the thirtieth (30th) day of the following the month. Should any such due date fall on a weekend or holiday in which the City's offices are closed, payment shall be due on the first day thereafter in which the City's offices are open.

10.2 Administrative Fee

The process of selection of a contractor for the expressed purpose of establishing rights to Collect Refuse or Recyclables is both time consuming and resource depletive. The Contractor shall remit a one-time Administrative Fee to the City. The Administrative Fee is intended to offset the City's anticipated costs of all reasonable and customary direct and indirect administrative expenses including consultants and attorneys, necessary to analyze the Contractor's proposal and prepare this Agreement. Contractor shall pay the City the fee within thirty (30) days of the Effective Date of this Agreement. The one-time Administrative Fee shall be: **Cart Collection Agreement** – fifty thousand dollars

(\$50,000); Regular Bin and Rolloff Collection Agreement – thirty-five thousand dollars
(\$35,000); Agreement for Both Customer Sectors – eighty-five thousand dollars
(\$85,000).

Section 11 CONTRACTOR'S BOOKS AND RECORDS; AUDITS

11.1 Record Retention

Contractor shall maintain, in electronic form at a minimum, all records relating to the services provided in this Agreement, including, but not limited to, customer lists, billing records, and Customer Complaints for the Term, and an additional period of not less than three (3) years after the expiration or termination of this Agreement, or any longer period required by law. In addition, summaries of weight tickets identifying the disposition of waste Collected in the City shall be kept for a period of thirty (30) years.

11.2 Audits

City may conduct an audit of Contractor at any time. The scope of the audit, and auditor, will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, route maps, customer lists, billing records, weight tickets, AB 939 records and Customer complaints, Contractor's payment of fees to City and records which may be relevant in the event of an action under CERCLA or related claims, Customer service levels and Billing, fee payments, Gross Receipts, tonnage, verification of weightings of cost components used in the rate adjustment formula described in Section 9.2, and verification of Contractor's diversion rate. The first audit, to be performed during 2017, will be based on the Contractor's reports and records for calendar year 2016. Audits will be performed every other year thereafter (the biennial audit). Contractor shall reimburse to the City the cost of such audits (including audits conducted by City staff) up to \$30,000 for each audit in 2017 dollars. Should an audit conducted or authorized by the City disclose that fees payable by Contractor were underpaid by two percent (2%) or more, that tonnage was under/over-reported by 2% or more, or that more than two percent (2%) of the Customers were inaccurately billed based on the auditor's sampling, for the period under review, City may expand the scope of the audit and recover additional audit costs from the Contractor.

11.3 Overpayment or Underpayment

Should any examination or audit of Contractor's records reveal an overpayment or underpayment by Contractor to City, the amount of underpayment, plus interest compounded monthly at the maximum lawful rate, shall be paid by Contractor to City

within thirty (30) days. The principal amount of any overpayment shall be paid by City to Contractor within sixty (60) days.

Section 12 MINIMUM DIVERSION REQUIREMENTS

12.1 Minimum Diversion Requirement

Contractor shall achieve a guaranteed minimum diversion rate, calculated on an annual basis as of the end of each calendar year. The minimum guaranteed diversions rate shall be:

- **Fifty-eight (58%) (for the Cart Collection Agreement);**
- Thirty-seven percent (37%) (for the Regular Bin and Rolloff Collection Agreement);
- *Forty-eight percent (48%) (if one Contractor is awarded a single contract for both service sectors.*

Contractor shall achieve the minimum diversion rate by December 31, 2018 and each calendar year thereafter during the Term. The minimum annual diversion rate shall be calculated as “the tons of materials Collected by Contractor pursuant to this Agreement that are sold or delivered to a processing facility, composting facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of materials Collected under this Agreement by Contractor in each calendar year.”

12.2 Failure to Meet Minimum Diversion Requirement

Contractor’s failure to meet the minimum diversion requirements set forth above in Section 12.1 may result in the termination of this Agreement or the imposition of liquidated damages. In determining whether or not to assess liquidated damages or terminate the Agreement, the City will consider the good faith efforts put forth by the Contractor to meet the minimum diversion requirements. This consideration will include the methods and level of effort of the Contractor to fully implement the public education and diversion plans and included in this Agreement.

Section 13 REPORTS AND OTHER INFORMATION

13.1 Reports - General

Contractor shall submit to the City reports and other information that the City may reasonably request or require. Reports and information shall be submitted in a format and schedule acceptable to City.

13.2 Quarterly Reports

Contractor shall provide Quarterly reports within thirty (30) days of the end of each calendar quarter. Quarterly Reports shall include, but not be limited to, the following:

1. The number and type (refuse, recyclables, organics, etc.) of tons Collected during the quarter, and the processing or disposal facilities to which they were delivered.
2. The Contractor's quarterly diversion rate calculated pursuant to Section 12.1.
3. The number of customers participating in each of the Contractor's special Collection and Recycling programs including: Bulky item collection, Bin Recycling, ABOP Collection, Door-to-door HHW Collection (if applicable), Commercial Organics Collection (if applicable).
4. A copy of the customer service log, including a summary of the type and number of complaints, missed pickups, and non-collection notices and their resolution.
5. A brief description of any operational issues and actions taken in response to property damage, scavenging, etc.
6. Copies of a written record of all calls related to missed pickups and responses to such calls. The number and type non-collection notices left at Customer locations.
7. A brief description of any City-sponsored special events during the quarter and the estimated amount of material Collected and Recycled.

8. Any other information reasonably requested by the City for the purpose of monitoring or administering this Agreement.

13.3 Annual Report

On or before March 31st of each year during the Term, and in conjunction with the request for a rate adjustment pursuant to Section 9.2, Contractor shall submit to City an Annual Report, for the preceding calendar year, in a form approved by the City. The Annual Report shall include, but not be limited to, a report of the previous calendar year's activities in the City, including a cumulative summary of the Quarterly Reports, the Contractor's annual diversion rate calculated pursuant to Section 12.1, information and statistics with respect to City's compliance with AB 939, Contractor's public education activities, and a tabulation and summary of Customer Complaints received by Contractor.

13.4 Reporting of Adverse Information

Contractor shall promptly report to City any adverse information relating to Contractor's performance of services pursuant to this Agreement. Adverse information shall include, but not be limited to, reports, lawsuits, warnings, notifications, notices of violation, communications or other material, submitted by Contractor to, or received by Contractor from, the South Coast Air Quality Management District, the Regional Water Quality Control Board, the Los Angeles County Local Enforcement Agency, the United States or California Environmental Protection Agency, the Securities and Exchange Commission or any other federal, state or local agency or court. Upon request by City, Contractor shall provide City with electronic copies of any documents related to adverse information.

13.5 Failure to Report

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement and shall subject Contractor to all remedies which are available to the City under the Agreement or otherwise, provided, that the City must follow the procedures for dispute resolution found in Section 17 of this Agreement before declaring any such material breach.

Section 14 INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

14.1 Indemnification of City

Contractor shall defend, indemnify and hold harmless, to the fullest extent allowed by law, City, its officers, officials, employees, volunteers agents and assignees, from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the performance of the Contractor, it agents, employees, contractors, and/or subcontractors, of its obligations under this Agreement; (ii) the exercise of the Contractor, it agents, employees, contractors, and/or subcontractors, of any privileges conferred by this Agreement; and (iii) the failure of the Contractor, it agents, employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit, injury, death or damage is also caused in part by the City, its officers, officials, employees, volunteers, agents or assignees. This provision shall survive the expiration of the Term of this Agreement, for claims arising prior to the expiration of the Term of this Agreement.

Contractor waives any and all rights of any type to express or implied indemnity against the City, its officers, officials, employees, volunteers, and agents for any third party claims against Contractor.

14.2 Hazardous Substances Indemnification

Contractor shall indemnify, defend (with counsel reasonably selected by City), protect and hold harmless City from and against all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, causes of action, interest, and expenses (including but not limited to reasonable attorney's and expert's fees) of any kind whatsoever paid, incurred, suffered or incurred by or against City resulting from any repair, cleanup, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation

and Liability Act, 42 U.S.C. Section 9601 et seq. (hereinafter "CERCLA"), the California Health and Safety Code (hereinafter "H&S Code") or other similar federal, state or local law or regulation, with respect to Solid Waste Collected, transported and disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the H & S Code to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, the H & S Code or other similar federal, state or local law or regulation.

14.3 AB 939 Indemnification

[This paragraph is to be included only if one contractor is awarded a single contract for both service sectors.] - In addition to its duties pursuant to Section 12, Contractor shall protect, defend, indemnify and hold City harmless against any and all fines or penalties imposed by Cal Recycle in the event the diversion, source reduction and Diversion goals of AB 939 are not met by the City of Calabasas with respect to the Collected waste stream covered by this Agreement as a result of Contractor's failure to perform under this Agreement.

14.4 Insurance

14.4.1. General Requirements

Contractor shall obtain and maintain in full force and effect throughout the entire Term of this Agreement insurance coverage of no less than the coverage and limits of insurance detailed in this Section.

14.4.2. Coverage and Limits

Insurance coverage shall include the following policies and minimum coverage amounts:

General Liability – A broad form comprehensive general liability policy with a minimum limit of ten million dollars (\$10,000,000.00) aggregate and five million dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage which may arise from operations, performed pursuant to this Agreement.

Automobile Liability – An auto liability policy with a minimum limit of ten million dollars (\$10,000,000.00) aggregate and five million dollars (\$5,000,000.00) per occurrence for

bodily injury and property damage (include coverage for Hired and Non-owned vehicles) which may arise from operations, performed pursuant to this Agreement.

Environmental Liability – An environmental liability policy (or an endorsement to its general liability policy) covering environmental pollution and contamination. Said coverage shall be in the amount of not less than five million dollars (\$5,000,000.00) per occurrence, and five million dollars (\$5,000,000.00) in the aggregate for on-site, under-site, or off-site bodily injury and property damage and regulatory fines as a result of pollution conditions which may arise from operations, performed pursuant to this Agreement.

Workers' Compensation and Employers' Liability – A workers compensation policy with limits as required by the Labor Code of the State of California, and an employer's liability policy with a limit of one million dollars (\$1,000,000.00).

14.4.3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a) The City of Calabasas, its elective and appointive boards, commissions, officials, employees, contractors, agents and volunteers are to be named as additional insureds on each of the policies and policy endorsements as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; Premises owned, leased or used by Contractor; or vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Calabasas, its elective and appointive boards, commissions, officials, employees, contractors, agents or volunteers.
 - b) The insurance required by this Agreement shall be with insurer carriers that are rated by Best as A- or better, and admitted to write insurance by the State of California. The insurance required by this Agreement is in addition to, and not in lieu or limitation of, the indemnification provisions above in Sections 14.1, 14.2 and 14.3.

- c) This policy shall be considered primary insurance as respects any other valid and collectible insurance the City of Calabasas may possess including any self-insured retention the City of Calabasas may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it.
 - d) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Calabasas, its officials, elective and appointive boards, commissions, employees, agents or volunteers.
 - e) This policy shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against the City of Calabasas, its officials, elective or appointed officials, commissions, employees, agents and volunteers for losses arising from any work performed by the named insured for the City.
3. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, or non-renewal of this policy for whatever reason except after thirty (30) days' prior written notice (ten (10) days in the event of termination for non-payment) by certified mail, return receipt requested, has been given to City of Calabasas. Such notice shall be sent to the City Manager, City Attorney and City Clerk.

14.5 Evidence of Insurance Coverage; Insurance Repository

Contemporaneously with the execution of this Agreement, Contractor shall file certificates and/or endorsements of insurance evidencing the above-required insurance coverage with the City Clerk. From time to time thereafter, Contractor shall provide substitute certificates or endorsements at least thirty (30) days prior to any changes in

coverage or limits, or a change in the carrier. In addition, City shall have the right of inspection of all insurance policies required by this Agreement. Contractor shall establish an insurance policy repository and to maintain copies of insurance policies required pursuant to this Agreement for thirty (30) years after the end of the Term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City's Risk Manager and City Attorney before destroying copies of such policies, and Contractor shall provide copies or originals of such policies to City. This provision shall survive the expiration of the Term of this Agreement.

14.6 Performance Bond

Prior to the Effective Date, Contractor shall file with the City a bond, payable to the City, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be:

- **Cart Collection Agreement – five hundred thousand dollars (\$500,000);**
- Regular Bin and Rolloff Collection Agreement – two hundred fifty thousand dollars (\$250,000);
- **Agreement for Both Customer Sectors - seven hundred fifty thousand dollars (\$750,000).**

The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition that is satisfactory to the City. The bond shall be in the form as the attached Exhibit F.

14.7 Forfeiture of Performance Bond

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion, or all, of the performance bond to be forfeited to City. The amount to be forfeited shall be the amount that is necessary to recompense and make whole the City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within thirty (30) days of the City's declaration. Failure to restore the

performance bond to its full amount within thirty (30) days shall be a material breach of this Agreement.

In the event the City draws on the bonds, all of City's costs of collection and enforcement of the provisions relating to the bonds called for by this Section, including reasonable attorneys' fees and costs, shall be paid by Contractor. Any decision or order of City under this Section 14.7 may be appealed by Contractor through the dispute resolution procedures provided by Section 17 of this Agreement.

Section 15 EMERGENCY SERVICE

15.1 Preparedness

Upon request, Contractor shall provide its management expertise and contribute to City's emergency preparedness planning efforts. Upon request, Contractor shall furnish up to four (4) rolloff storage containers to store materials and supplies to be used in the event of an emergency. These storage containers may be placed at public schools, at City Hall or other locations in the City designated by the City Manager.

15.2 Assistance with Disaster Recovery

In the event of any natural or man-caused emergency or disaster, Contractor shall Collect and dispose of Solid Waste resulting from the emergency or disaster. Contractor shall help City and Customers recover from the disaster in a prompt and cost-effective manner.

15.3 Personnel and Equipment Normally Assigned to City

Contractor shall provide the Collection equipment and personnel normally assigned to the City for the number of Work Days that that equipment and personnel typically work in the City at no additional charge.

15.4 Additional Costs

If the emergency or disaster requires the Contractor to rent additional equipment, employ additional personnel, or work existing personnel overtime to Collect additional Solid Waste resulting from the event, Contractor shall receive additional compensation, above its normal compensation in this Agreement, to reimburse Contractor for its additional costs. The Contractor's additional costs shall be based on the incremental amount of tons of Solid Waste resulting from the event, and the additional amount of labor and equipment used by Contractor to Collect Solid Waste resulting from the event. For its additional labor and equipment, City shall reimburse Contractor based on the emergency service rates shown in Exhibit A and Exhibit B. Prior to incurring any such additional costs, Contractor shall obtain City's written authorization to incur such costs.

15.5 City-wide Effort to Manage Disaster Debris

In the event that the City decides to oversee a coordinated effort to manage the Collection and Recycling of disaster-related Solid Waste on a city-wide basis, Contractor shall provide City with its management expertise, including a full time recycling coordinator with the background, knowledge and capability to assist in such an effort. Contractor shall provide this individual at no additional cost to City or its Customers.

15.6 Record Keeping and Reimbursement

Contractor shall assist the City and Customers in obtaining any applicable disaster reimbursement and/or insurance claims by providing accurate records regarding the cost of services it provided during the aftermath of the disaster, and the amount of Solid Waste resulting from the disaster.

Section 16 LIQUIDATED DAMAGES

The City and Contractor acknowledge that consistent and reliable Collection Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service in awarding this Agreement to Contractor. The City and Contractor further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The City and Contractor further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City, and City's residents and businesses will suffer damages and that it would be impractical and extremely difficult to ascertain and determine the exact amount of damages.

Therefore, without prejudice to City's right to treat such non-performance as an event of default under Section 17, and in accordance with Civil Code Section 1671 and Government Code Section 53069.85, the City and Contractor agree that the liquidated damages amount defined in this Section represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to City, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. The City and Contractor each confirm the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Contractor shall pay (as liquidated damages and not as penalty) the amounts shown in Table 5 on the following page.

Table 5 - Liquidated Damages

Item		Amount
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$50.00 per incident per Customer.
b.	Failure to clean up spillage or litter caused by Contractor.	\$100.00 per incident per location.
c.	Failure to repair damage to customer property caused by Contractor or its personnel.	\$500.00 per incident per location.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner	\$500.00 per incident per day.
e.	Failure to have a vehicle operator properly licensed.	\$1,000.00 per incident per day.
f.	Failure to maintain office hours as required by this Agreement.	\$100.00 per incident per day.
g.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$100.00 per incident per day.
h.	Failure to properly cover materials in Collection vehicles.	\$50.00 per incident.
i.	Failure to comply with the hours of operation as required by this Agreement.	\$100.00 per incident per day.
j.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.	\$500.00 for each route not completed.
k.	Commingling Solid Waste with Recyclable Materials.	\$50.00 per incident.
l.	Commingling of materials Collected inside and outside the City of Calabasas.	\$100.00 per incident.
m.	Failure to repair or replace damaged carts within the time required by this Agreement.	\$50.00 per incident per day.
n.	Failure to deliver or exchange carts within the time required by this Agreement.	\$50.00 per incident per day.
o.	Failure to have Contractor personnel in proper uniform.	\$50.00 per incident per day.
p.	Failure to provide required communications equipment.	\$50.00 per incident per day.
q.	Failure to deliver any Collected materials to the City approved Disposal Site, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$100.00 first failure \$250.00 each subsequent failure.
r.	Failure to meet vehicle noise requirements.	\$100.00 per incident per day.
s.	Failure to meet the alternative fuel vehicle requirements	\$250.00 per incident per day
t.	Failure to meet guaranteed minimum diversion rate pursuant to 12.1 on an annual basis.	\$10,000.00 first failure \$15,000.00 each subsequent failure

Section 17 ADMINISTRATIVE REMEDIES; TERMINATION

17.1 Review; Notice; Response; Resolution; Appeal

17.1.1. Review of Contractor's Performance

At any time during the Term of this Agreement, City may review the Quarterly or Annual Reports, and other available information, and may hold a public hearing to determine whether Contractor's performance is satisfactory, and whether to take any action the City deems in its best interest, including taking any action against the Contractor, or making changes to the Agreement.

The reports required by this Agreement shall be utilized as the primary basis for such a review. In addition, any Customer comments or Complaints and any other relevant information may be considered. A Contractor representative shall be entitled to be present and may participate at any public hearing held by City to review Contractor's performance.

17.1.2. Notice of Deficiencies; Response

If City Manager determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for diversion, source reduction and recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or disposal of solid and hazardous waste, the City Manager may advise Contractor in writing of such suspected deficiencies, specifying the deficiency in reasonable detail. The City Manager, in any written Notification of Deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall respond to the written Notification of Deficiencies within thirty (30) days from the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. City shall approve reasonable requests for additional time.

17.1.3. Review by City Manager; Notice of Appeal

The City Manager shall review any written response from Contractor and decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. The City Manager shall promptly inform Contractor, of the City Manager's decision. In the event the decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered. An adverse decision by the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and City Attorney) within 30 days of receipt of the notification of the adverse decision by the City Manager.

In any "Notice of Appeal" Contractor shall state its factual contentions and include any relevant affidavits, documents, photographs and videotapes which Contractor may choose to submit. In addition, Contractor shall include all of its legal contentions, citing provisions of the Agreement or other laws to support its contentions.

17.1.4. Review by City Manager; Appeal

Within thirty (30) days of receipt by the City Clerk of a Notice of Appeal, the City Manager shall decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement; and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. In addition to the foregoing actions, the City Manager may refer the matter to the City Council for proceedings in accordance with Section 17.1.5 and Section 17.1.6, below. The City Manager shall promptly inform Contractor of the City Manager's decision. In the event the City Manager's decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal

basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered.

An adverse decision by the City Manager shall be final and conclusive unless Contractor files a "Notice of Appeal to the City Council" with the City Clerk (and serves a copy, by mail, on the City Manager and the City Attorney) within 10 calendar days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" shall state the factual basis and all legal contentions and shall include all relevant evidence, including affidavits, documents, photographs and videotapes, which Contractor may choose to submit.

17.1.5. City Council Hearing

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council will set the matter for an administrative hearing and act on the matter. If the City Council elects to hear the matter, the City Clerk shall give Contractor fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

1. A Staff Report by the City Manager, summarizing the proceedings to date and outlining the City Council's options.
2. The City Manager's written Notification of Deficiencies;
3. Contractor's response to the Notification of Deficiencies;
4. The City Manager's written notification to Contractor of adverse decision;
5. Contractor's Notice of Appeal
6. The City Manager's written notification to Contractor of adverse decision; and
7. The Notice of Appeal to the City Council.

No new legal issues may be raised or new evidence submitted by Contractor or City at this or at any further point in the proceedings, absent a showing of good cause. Contractor's representatives and other interested persons shall have a reasonable opportunity to be heard.

17.1.6. City Council Determination

Based on the administrative record, the Council shall determine by resolution whether the decision or order of the City Manager should be upheld. A tie vote of the City

Council shall be regarded as upholding the decision of the City Manager. If, based upon the administrative record, the City Council determines that the performance of Contractor is in breach of any term of this Agreement or any provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The City Council may not terminate the Agreement unless it determines that Contractor is in material breach of a material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation. Contractor's performance under the Agreement is not excused during the period of time prior to a final determination as to whether or not Contractor performance is in material breach of this Agreement, or the time set by City for Contractor to discontinue a portion or all of its services pursuant to this Agreement. The decision or order of the City Council shall be final and conclusive. Contractor has the right to seek judicial review from an appropriate court solely as indicated in Section 17.4. With the exception of draws on the Cash Bond, the execution of any of City's remedies under this Section shall be stayed until Contractor has exhausted its appeals under Section 17.1.5 of this Agreement.

17.2 Reservation of Rights by City

Subject to Contractor's rights and exhaustion of its appeals under this Section 17, City further reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

1. If Contractor practices, or attempts to practice, any fraud or deceit upon the City, or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations which preceded the execution of this Agreement;
2. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding;
3. If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, Cash and Performance Bonds as required by this Agreement;
4. If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner,

provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered;

5. If Contractor ceases to provide Collection service as required under this Agreement over a substantial portion of the area of the City of Calabasas for a period of two (2) calendar days or more, for any reason within the control of Contractor;

6. If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;

7. Any other act or omission by Contractor which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notification of Deficiencies or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

17.3 Cumulative Rights

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

17.4 Appeal To Judicial Court; Hearing Procedures

Either party to this Agreement at any time after exhaustion of administrative remedies, if applicable, and following the appeal procedure set forth in this Section 17, if applicable, may appeal a disputed matter to the appropriate Judicial Court having Jurisdiction pursuant to California Code of Civil Procedure section 1094.5. The venue of any proceeding in this Agreement shall be as indicated in Section 20.4.

Section 18 FAILURE TO PERFORM

Should Contractor for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 20.1, "Force Majeure," below, refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, solid waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right to contract with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor is obligated to Collect and transport pursuant to this Agreement.

City shall provide twenty-four (24) hours prior written notice to Contractor during the period of such emergency, before contracting with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor would otherwise Collect and transport pursuant to this Agreement, for the duration of period during which Contractor is unable to provide such services. In such event, Contractor shall identify sources from which such substitute solid waste services are immediately available, and shall reimburse City for all of City's expenses for such substitute services during period in which Contractor is unable to provide Collection and transportation services required by this Agreement.

Section 19 TRANSFER OR ASSIGNMENT

The rights granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned (collectively "transferred"), nor shall any of the rights or privileges in this Agreement be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of Contractor or by operation of law, without the prior written consent of the City expressed by resolution. Any attempt to do any of the foregoing with respect to any of the rights in this Agreement without the consent of City shall be void. For purposes of this Agreement, any dissolution, merger, consolidation, change in control or other reorganization of Contractor shall be deemed an assignment of this Agreement. For purposes of this Section, a change of corporate name and a transfer to an entity under common control or ownership of Contractor shall not be deemed a transfer of rights.

The decision to consent to any assignment shall be in the sole discretion of the City Manager, as approved by Resolution adopted by the City's City Council.

Any application for a transfer of rights shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in an amount equal to fifty thousand dollars (\$50,000.00). The transfer fee shall be paid by Contractor or Contractor's assignee upon any such transfer of this Agreement. If City does not receive the transfer fee within thirty (30) days of the transfer date, City shall have the right to terminate this Agreement. The City, in its sole discretion, may waive all or any portion of the transfer fee.

Each and all of the provisions, agreements, terms, covenants, and obligations in this Agreement to be performed by Contractor shall be binding upon any transferee.

Section 20 GENERAL PROVISIONS

20.1 Force Majeure

Contractor shall not be in default under this Agreement in the event that the Collection, transportation and/or disposal services of Contractor are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Calabasas; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires (including brushfires); strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Contractor. "Other catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence. In the event a labor disturbance interrupts Collection and transportation of Solid Waste, and/or disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Section 17 of this Agreement.

20.2 Independent Status

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the disposal of hazardous substances. Contractor nor its officers, employees, agents or sub-contractors shall obtain any rights to retirement or other benefits, which accrue to City employees.

20.3 Compliance with Laws and Regulations

Contractor shall comply with all applicable laws and implementing regulations of the federal and state government, as they, from time to time, may be amended, specifically including, but not limited to, RCRA, CERCLA, and AB 939; and, all applicable ordinances of the City.

20.4 Law to Govern; Venue

The law of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts of laws. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

20.5 Amendments

All amendments to this Agreement shall be in writing, duly executed by the parties. Purported oral amendments shall be void and of no force or effect.

20.6 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

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

Copy to: Director of Public Works
 City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302

Copy to: City Attorney
 City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302

To Contractor:

Copy to:

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, upon the date of the return receipt.

20.7 Savings Clause and Entirety

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

20.8 Attorney's Fees

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies in this Agreement or the enforcement of any of the terms, conditions, or provisions in this Agreement.

20.9 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced in this Agreement and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

WITNESS the execution of this Agreement on the day and year written below.

CITY OF CALABASAS

By: _____
Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC, City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

CONTRACTOR

By: _____

Exhibit A
Rate Schedule – Cart Collection Services

Service Description	Monthly Rates		
	Basic	Condo	Valet
Standard Services:			
32 gallon refuse cart			
64 gallon refuse cart			
96 gallon refuse cart			
Extra Carts:			
Extra 64 gallon refuse cart			
Extra 96 gallon refuse cart			
Extra 96 gallon recycling cart	N/Charge	N/Charge	N/Charge
Extra 96 gallon organics cart	N/Charge	N/Charge	N/Charge
Other Services:			
Bulky Item Pickup Charge for bulky pickups in excess of three (3) per calendar year (per pickup)			\$25.00
Bulky Item Unit Charge (per item)			\$15.00
Cart exchange fee (per cart)			\$20.00
Food Waste Pail			\$10.00
Cart replacement fee (per cart)			\$60.00
Stop Service – restart fee			\$20.00
Emergency Service Hourly Rate – Sideloader with Driver			\$125.00

Exhibit B
Rate Schedule – Regular Bin and Rolloff Collection Service

Monthly Rates for Regular Bin Collection Service						
Bin Size	Pickups per Week					
	1	2	3	4	5	6
2 yard						
3 yard						
4 yard						
6 yard						
Extra Services:						
Extra Pickup – 2 yard			55% of proposed once per week rate			
Extra Pickup – 3 yard			50% of proposed once per week rate			
Extra Pickup – 4 yard			45% of proposed once per week rate			
Extra Pickup – 6 yard			40% of proposed once per week rate			
Bin with Lock (per bin per pickup)			\$10.00			
Bulky Item Pickup Charge for bulky pickups in excess of three (3) per calendar year (per pickup)			\$25.00			
Bulky Item Unit Charge (per item)			\$15.00			
Emergency Service Hourly Rate – Front-loader with Driver			\$125.00			

Rates for Regular Rolloff Collection Service	
Service Description	Rate
Regular Rolloff Rates:	
Load Charge (rate per load)	
Tipping Fee (rate per ton)	
Delivery (1/2 of proposed Load Charge)	
Dry Run (1/2 of proposed Load Charge)	
Emergency Service Hourly Rate – Rolloff truck with Driver	\$100.00

Exhibit B-1
Rate Schedule – Optional Commercial Organics Collection

Monthly Rates for Regular Bin Collection Service						
Bin Size	Pickups per Week					
	1	2	3	4	5	6
64 gallon						
96 gallon						
2 yard						
3 yard						

Exhibit C

Rate Adjustment Example

Table 1 – Calculation of Service Component

CPI - December 2013	239.9
CPI – December 2014	240.5
Percent change in CPI	0.3%

Table 2 – Calculation of Fuel Component

PPI – December 2013	112.6
PPI – December 2014	126.3
Percent change in PPI	12.2%

Table 3 – Calculation of Disposal Component

Next prior year tipping fee - 12 month average	\$46.00
Prior year tipping fee - 12 month average	\$49.00
Percent change in tipping fee	6.5%

Table 4 – Calculation of Rate Adjustment Percentage

Rate Component	Relative Weight	Adjustment Factor	Weighted Adjustment Percentage
Service	65%	0.3%	0.2%
Fuel	5%	12.2%	0.6%
Disposal	30%	6.5%	2.0%
Weighted Rate Adjustment Percentage			2.8%

Exhibit D
Bus Stop Containers

No.	Location	Frequency
1	Mulholland Hwy @ Freedom Drive - Southbound; Southwest of Intersection	1x/wk
2	Mulholland Hwy @ Eddingham - Westbound; West of Intersection	1x/wk
3	Mulholland Hwy @ Calabasas High School - Westbound	1x/wk
4	23777 Mulholland Hwy @ Calabasas Village - Southbound	1x/wk
5	Mulholland Hwy @ Viewpoint School - Northbound	1x/wk
6	Mulholland Hwy @ Paul Revere - Southbound; North of Intersection	1x/wk
7	Mulholland Hwy @ Paul Revere - Northbound; North of Intersection	1x/wk
8	Old Topanga Cyn @ Calabasas High School - Northbound	1x/wk
9	Old Topanga Cyn @ Wrencrest - Northbound; Northeast of Intersection	1x/wk
10	Old Topanga Cyn @ Palmdrive - Southbound; NW of Intersection	1x/wk
11	Park Sorrento @ Park Ora - Northbound; 350 ft. North of Intersection	1x/wk
12	Park Sorrento @ Park Ora - Southbound; 350 ft. North of Intersection	1x/wk
13	Civic Center Way @ Park Sorrento - Westbound ; West of Intersection	1x/wk
14	Parkway Calabasas @ Camino Portal - Eastbound; East of Intersection	1x/wk
15	Parkway Calabasas @ Paseo Primario - Northbound; Northeast of Intersection	1x/wk
16	Mureau Rd @ Las Virgenes - Eastbound; 200 ft. East of Intersection	1x/wk
17	5736 Las Virgenes Road - Northbound	2x/wk
18	Las Virgenes Rd. @ Mont Calabasas Rd. - Southbound	2x/wk
19	Thousand Oaks Blvd @ Ruthwood Dr. - Westbound (East of Intersection)	1x/wk
20	Parkmor Rd. @ Adamor Rd. - Northbound	2x/wk
21	Thousand Oaks Blvd @ Las Virgenes Rd. - Westbound; 100 ft. E. of Intersection	1x/wk
22	Las Virgenes Rd. @ Parkmor Rd - Northbound; Northeast of Intersection	2x/wk
23	Las Virgenes Rd. @ Thousand Oaks Blvd - Southbound; SW of Intersection	2x/wk
24	Las Virgenes Rd. @ Shell Gas Station - Southbound	2x/wk
25	Las Virgenes Rd. @ A.E. Wright School - Southbound	2x/wk
26	Meadow Creek Lane @ Oleander Ct. Southbound; Southwest of Intersection	1x/wk
27	Lost Hills Rd @ De Anza Park - Southbound	1x/wk
28	Agoura Rd @ Las Virgenes Rd. - Westbound; 120 ft. West of Intersection	2x/wk
29	Agoura Rd @ Las Virgenes Rd - Eastbound; 250 ft. West of Intersection	2x/wk
30	Agoura Rd @ 26653 (Company Café) - Westbound	2x/wk
31	Agoura Rd @ Lost Hills Rd - Westbound; East of Intersection	2x/wk
32	Agoura Rd. @ Lost Hills Rd. - Eastbound; East of Intersection	2x/wk
33	Agoura Rd @ Malibu Hills - Westbound	2x/wk
34	Agoura Rd @ Malibu Hills - Eastbound; By Sheriff Station	2x/wk
35	27040 Malibu Hills Rd (Community Center) - Southbound	2x/wk
36	26660 Agoura Rd (Tech Center) - Eastbound	2x/wk
37	Las Virgenes Rd. @ 101 South Onramp - Northbound	2x/wk

Exhibit E
Sidewalk Litter Containers

No.	Location	Frequency
1	Parkway Calabasas @ Calabasas Road - Southbound	1x/wk
2	24005 Calabasas Road (Lovi's) - Westbound	1x/wk
3	23741 Calabasas Road - (Between Babies R Us and Chase Bank) - Westbound	1x/wk
4	Park Granada @ Calabasas Road - Northbound ; South of Intersection	1x/wk
5	Park Granada @ Calabasas Road - Southbound; 200 ft. South of Intersection	1x/wk
6	Park Granada @ Park Capri - Westbound	1x/wk
7	Park Granada @ Park Capri - Eastbound	1x/wk
8	Park Granada @ Parkway Calabasas - Westbound	1x/wk
9	Park Granada @ Parkway Calabasas - Eastbound	1x/wk

Exhibit F

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, [Contractor] a California Corporation, as PRINCIPAL, and _____, a Corporation organized and doing business by virtue of the laws of the State of California, and authorized for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to the City of Calabasas, a municipal corporation of the State of California, hereinafter called OBLIGEE, in the penal sum of \$_____ lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract on _____, 2015, entitled "_____ COLLECTION SERVICES AGREEMENT" with the OBLIGEE, to do and perform the following work, to wit: Collect Solid Waste, Recyclable Materials, and Organic Materials and deliver such material for processing at the approved facilities that are generated within the City of Calabasas, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this ____ day of _____, 2014.

By: _____
(PRINCIPAL)

By: _____
(SURETY)



CITY *of* CALABASAS

**AGREEMENT
FOR
SOLID WASTE COLLECTION SERVICE
BETWEEN
THE CITY OF CALABASAS AND
G. I. INDUSTRIES**

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BETWEEN THE CITY OF CALABASAS AND G. I. INDUSTRIES**

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**AGREEMENT FOR
SOLID WASTE COLLECTION SERVICE**

This **AGREEMENT FOR SOLID WASTE COLLECTION SERVICE** ("Agreement") is entered into this 14th day of October, 2015, by and between the **CITY OF CALABASAS ("City")**, a California municipal corporation, and G.I. Industries,, a Utah corporation ("**Contractor**"), for the collection, transportation, recycling, processing, composting and disposal of solid waste.

RECITALS

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require cities to make adequate provisions for Solid Waste Collection within their jurisdiction

WHEREAS, Public Resources Code Section 40059 authorizes the cities to determine (i) all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste handling service; (ii) whether the services are to be provided by means of non-exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety and well-being so require by partially exclusive or wholly exclusive franchise, contract, license, permit or otherwise, either with or without competitive bidding; and,

WHEREAS, Public Resources Code Section 40900 et. seq. establishes a solid waste management process that requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices; and,

WHEREAS, the City is obligated to protect the public health and safety of the residents and businesses of the City of Calabasas, and Collection of solid waste should be undertaken in a manner consistent with the exercise of the City's obligations for the protection of public health and safety; and

WHEREAS, the City and Contractor are mindful of the provisions of the laws governing the safe Collection, transport, recycling and disposal of solid waste, including California Public Resources Code Section 40000 et seq., the Resource Conservation and

Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq. and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; and

WHEREAS, the City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, and not City, which shall Collect from premises in the City of Calabasas, transport and dispose of solid wastes (which may contain small amounts of consumer products with the characteristics of hazardous substances); Collect, transport, and recycle and/or compost organic waste and recyclable solid wastes Collected from premises in the City of Calabasas; and

WHEREAS, Contractor represents and warrants to City that it has the experience, responsibility and qualifications to conduct recycling programs, to provide City with information sufficient to meet the City's reporting requirements under AB 939, to assist the City in meeting City's other requirements under AB 939, to Collect, transport and dispose of solid waste in a safe manner which will minimize the adverse effects of collection vehicles on air quality and traffic and has the ability to indemnify the City against liability under CERCLA; and

WHEREAS, the City Council of the City of Calabasas determines and finds pursuant to California Public Resources Code Section 40059(a)(1), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, and the protection of the City against CERCLA liability, require that Contractor be awarded a contract for Collection, recycling and disposal of solid waste from premises in the City of Calabasas.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby agree as follows:

Section 1 DEFINITIONS

The terms used in this Agreement shall have the meaning set forth in this section. In the event a term is not defined in this section, then it shall have the meaning set forth in the Calabasas Municipal Code or in Division 30, Part 1, Chapter 2 of the California Public Resources Code (with precedence given to definitions in the Calabasas Municipal Code over conflicting definitions contained in the Public Resources Code). Except as provided in this section, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

1.1 AB 939

‘AB 939’ means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code section 40000 et. seq., as it may be amended from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

1.2 ABOP Collection Service

‘ABOP’ means antifreeze, wet cell batteries, dry cell batteries, used motor oil, water and oil based paint. ‘ABOP Collection Service’ means the Collection, transport, processing, and disposal of these materials.

1.3 Agreement

‘Agreement’ means this agreement between City and Contractor, including all exhibits, and any future amendments hereto.

1.4 Acutely Hazardous Waste

‘Acutely Hazardous Waste’ means Hazardous Waste that is considered to present a substantial hazard whether managed properly or not. Acutely Hazardous Wastes are chemicals that are ‘P-listed’ substances pursuant to Title 40, Part 261, Subpart D of the Code of Federal Regulations.

1.5 Bin

‘Bin’ means a metal Container with plastic lids and a capacity from 2 to 6 cubic yards, which is typically emptied by a front-loading collection vehicle.

1.6 Bin Collection Service

‘Bin Collection Service’ means providing Solid Waste Handling Services using Bins. Bin Collection Service is either *Regular* Bin Collection Service or *Temporary* Bin Collection Service.

1.7 Bulky Items

‘Bulky Items’ means Solid Waste that cannot or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); electronic waste (including stereos, televisions, laptop computers, computers and computer monitors, VCRs, microwaves and other similar items); fluorescent bulbs; household batteries; and clothing. Bulky Items do not include car bodies, auto parts, tires, Construction and Demolition Debris, or items requiring more than two persons to remove.

1.8 CalRecycle

‘CalRecycle’ means the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

1.9 Cart

‘Cart’ means a plastic Container with wheels and a hinged lid with a capacity from 35 to 101 gallons, which is typically emptied by an automated side-loading collection vehicle.

1.10 Cart Collection Customer

‘Cart Collection Customer’ means a Customer who receives Cart Collection Service. They include Single-family Premises (excluding those single-family customers on large lots who elect to use Bin Collection Service), Customers on Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, and

Customers on Multi-family Premises with individual storage capacity to store Carts with access to curbside service from side-loading collection vehicles.

1.11 Cart Collection Service

‘Cart Collection Service’ means providing Solid Waste Handling Services using Carts.

1.12 City

‘City’ means the City of Calabasas, California, a municipal corporation, and all the territory lying within the municipal boundaries of the City as it currently exists, or as such boundaries may be adjusted.

1.13 City Manager

‘City Manager’ means the City Manager or the Person designated by the City Manager to administer this Agreement.

1.14 Collection

‘Collect or Collection’ means the act of collecting Solid Waste, Recyclable Materials, Organic Materials, C&D, Bulky Items, and other material at the place of generation in the City pursuant to this Agreement.

1.15 Commercial Premises

"Commercial Premises" means any property or premises occupied for or devoted to a use permitted in the commercial, institutional and public zones pursuant to the provisions of the Calabasas zoning ordinance.

1.16 Complaint

‘Complaint’ means a grievance, criticism, or objection in the form of a written letter, email, or telephone call either to the City or to the Contractor regarding Contractor’s performance of its duties under the terms of this Agreement. ‘Complaints’ concern missed pick-ups, property damage caused by the Contractor, tardy service, unresponsiveness to requests, billing problems, and similar issues. ‘Complaints’ exclude normal or standard service requests (e.g., exchanging a Cart or Bin), and criticisms directed at the City’s solid waste ordinance and its provisions.

1.17 Composting or Compost

‘Composting or Compost’ means the controlled biological decomposition of Organic Materials into fertilizer, soil amendments, or other useful products.

1.18 Condominium

‘Condominium’ means a residential development where undivided interest in a common portion of real property is coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map or parcel map.

1.19 Condominium Cart Collection Service

‘Condominium Cart Collection Service’ means Cart Collection Service without providing Organics Cart Collection Service.

1.20 Construction and Demolition Waste

‘Construction and Demolition Waste’ includes but is not limited to waste building materials, asphalt, concrete, drywall, metals, roofing materials, soils, wood, packaging, and rubble resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial, industrial or institutional buildings and other properties or structures.

1.21 Container

‘Container’ means any can, wheeled cart, receptacle, dumpster, bin, or box used or intended to be used for the purpose of holding Solid Waste for Collection.

1.22 Customer

‘Customer’ means any Person receiving Solid Waste Handling Services from Contractor within the City.

1.23 Designated Collection Location

‘Designated Collection Location’ means the place where the Customer shall place, and from where the Contractor is to Collect, Solid Waste in Containers designed for that purpose.

1.24 Disposal

‘Disposal’ means the final deposition of Solid Waste at a permitted landfill that is in full compliance with all laws and regulations.

1.25 Disposal Tipping Fee

Disposal Tipping Fee means the rate per ton for Disposal of Refuse upon which the Contractor’s rates are based.

1.26 Disposal Site

‘Disposal Site’ means the place, location, tract of land, area, or premises in use, intended to be used, or which has been used, for the landfill Disposal of Solid Waste.

1.27 Dwelling Unit

‘Dwelling unit’ means a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Types of dwellings include single-family dwellings, duplexes, multifamily dwellings, mobilehomes, condominiums and townhouses.

1.28 Food Waste

‘Food Waste’ means waste that will decompose and/or putrefy and is segregated for Collection and Recycling. Food waste includes: (i) kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Waste; and, (iv) fruit waste, grain waste, dairy waste, meat, and fish waste.

1.29 Food Waste Pail

‘Food Waste Pail’ means a plastic receptacle with a capacity not exceeding one and one-half (1.5) gallons, having a hinged lid, suitable for use in a Residential Premises for temporary storage of Food Waste that is approved for such purpose by the City.

1.30 Garbage

‘Garbage’ means all kitchen and table food waste and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs.

1.31 Green Waste

‘Green Waste’ means non-contaminated material composed of organic matter or plant matter which is the result of seasonal variations or landscape and gardening activities. Green waste includes, without limitation, grass clippings, shrubbery, leaves, tree trimmings, branches, flowers, plant stalks, wood and other plant material. Green Waste does not include stumps or branches exceeding six inches (6") in diameter or four feet (4') in length.

1.32 Gross Receipts

‘Gross Receipts’ means any and all monies, fees, charges, consideration, and revenue collected or received by or paid to Contractor, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, Customer charges for Collection of Solid Waste, without subtracting disposal fees, Franchise Fees, or any fees imposed on Contractor and collected pursuant to this Agreement. Gross Receipts does not include any proceeds from the sale of Recyclables or any payments from the lease of stationary compactors.

1.33 Hazardous Substance

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any

other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.34 Hazardous Waste

‘Hazardous Waste’ means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. ‘Hazardous Waste’ includes all substances defined as Hazardous Waste, Acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes, or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated there under. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

1.35 Holiday

‘Holiday’ means New Years’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

1.36 Household Hazardous Waste

‘Household Hazardous Waste’ means Hazardous Waste generated at a Single-family and Multi-family Residential Premises.

1.37 Low-level Radioactive Waste

‘Low-level Radioactive Waste’ means regulated radioactive material that meets all of the following requirements:

(1) The waste is not high-level radioactive waste, spent nuclear fuel, or byproduct material (as defined in Section 11e(2) of the Atomic Energy Act of 1954 (42 U.S.C. Sec. 2014(e)(2))).

(2) The waste is not uranium mining or mill tailings.

(3) The waste is not any waste for which the federal government is responsible pursuant to subdivision (b) of Section 3 of the Low-Level Radioactive Waste Policy Amendments Act of 1985 (42 U.S.C. Sec. 2021c(b)).

(4) The waste is not an alpha emitting transuranic nuclide with a half-life greater than five years and with a concentration greater than 100 nanocuries per gram, or Plutonium-241 with a concentration greater than 3,500 nanocuries per gram, or Curium-242 with a concentration greater than 20,000 nanocuries per gram.

1.38 Material Recovery Facility

'Material Recovery Facility' means a facility licensed or permitted in accordance with AB 939 which separates secondary materials, and processes them for sale to end users.

1.39 Medical Waste

'Medical waste' means any biohazardous waste or sharps waste that is composed of, generated or produced as a result of any of the following actions:

(1) Diagnosis, treatment, or immunization of human beings or animals.

(2) Medical research involving the diagnosis, treatment or immunization of human beings or animals.

(3) The production or testing of medicinal preparations made from living organisms and their products, including, but not limited to, serums, vaccines, antigens, and antitoxins.

(4) The accumulation of properly contained home-generated sharps waste that is brought to a point of consolidation approved by the enforcement agency pursuant to Section 117904 or authorized pursuant to Section 118147.

(5) Removal of a regulated waste from a trauma scene by a trauma scene waste management practitioner.

Medical Waste that has been properly treated or autoclaved and that is not otherwise hazardous shall thereafter be considered Solid Waste.

1.40 Mobilehome Park

"Mobilehome Park" means any site that is planned and improved to accommodate two or more mobilehomes used for residential purposes, or on which two or more mobilehome lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium or other form of resident ownership, to accommodate mobilehomes used for residential purposes.

1.41 Move In Collection Service

'Move-in Collection Service' means the on-call Collection of Recyclable packing material from a new Single-family and Multi-family Residential Customers.

1.42 Mulch

'Mulch' means a material used for landscaping, soil amendment or erosion control that results from the mechanical breakdown (chipping and/or grinding) of materials, including, but not limited to, Green Waste, yard trimmings, and wood byproducts.

1.43 Multi-family Premises

"Multi-family premises" means any residential property in the City containing five (5) or more Dwelling Units.

1.44 Organic Waste

'Organic Waste' or 'Organics' means Green Waste, Food Waste, manure, and any other organic waste material which is acceptable to be delivered to an organics processing facility such as an anaerobic digester, or composting facility.

1.45 Person

'Person' means any individual, firm, association, organization, partnership, corporation, business trust, or joint venture.

1.46 Premises

'Premises' means a tract or lot of land within the City where Solid Waste is generated or accumulated.

1.47 Public Container

‘Public Container’ means a Container of a size and shape determined by the City placed in public areas by the City or by a transit authority for the convenience of the public for the accumulation of Refuse or Recyclables.

1.48 Public Container Collection Service

‘Public Container Collection Service’ means providing Solid Waste Handling Services to Public Containers. Public Container Collection Service includes monitoring containers and emptying them on an as-needed basis.

1.49 Recyclables or Recyclable Materials

‘Recyclables’ or ‘Recyclable Materials’ means materials that are capable of being returned to the economy in the form of raw materials for new, reused, or reconstituted products by means of available markets and processes, and which are segregated from waste material for Collection and recycling, rather than Collection and disposal. Recyclable materials includes, without limitation, glass, plastic or metal food or beverage containers (excluding ceramics and chemical containers); aluminum cans, foil, pie tins and similar items or bi-metal cans; PET plastic soda or water bottles or other bottles with the designated "PET" symbol; HDPE plastic milk and water bottles with the designated "HDPE" symbol; LDPE shrink wrap, plastic bags with the "LDPE" symbol; newspaper, cardboard, computer printouts (excluding carbon paper); white ledger paper, junk mail, office paper and such additional materials as the City Council may designate from time to time.

1.50 Recycle or Recycling

‘Recycle’ or ‘Recycling’ means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.

1.51 Refuse

‘Refuse’ means Garbage and Rubbish.

1.52 Regular Bin Collection Customer

‘Regular Bin Collection Customer’ means a Person that receives Regular Bin Collection Service.

1.53 Regular Bin Collection Service

‘Regular Bin Collection Service’ means using Bins to provide Solid Waste Handling Services to established residential, retail, commercial, and industrial facilities that require Collection service on a regular, ongoing, and indefinite basis. ‘Regular Bin Collection Service’ includes providing Solid Waste Handling Services to established Multi-family Premises with enclosure(s) or dedicated space(s) in common areas to accommodate Bins serviced by front-loading collection vehicles. ‘Regular Bin Collection Service’ includes providing Collection service using Bins to established Commercial Premises, but does not include providing service to: 1) Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, or, 2) Commercial Premises that generate large quantities of waste that elect to use Regular Rolloff Collection Service. Regular Bin Collection Service and Temporary Bin Collection Service are mutually exclusive.

1.54 Regular Rolloff Collection Customer

‘Regular Rolloff Collection Customers’ means a Person that receives Regular Rolloff Collection Service.

1.55 Regular Rolloff Collection Service

‘Regular Rolloff Collection Service’ means using Rolloff Boxes or Rolloff Compactors to provide Solid Waste Handling Services to established retail, commercial, and industrial facilities that require Rolloff Service on a regular, ongoing, and indefinite basis. Regular Rolloff Collection Service and Temporary Rolloff Collection Service are mutually exclusive.

1.56 Rolloff Box

‘Rolloff Box’ means an open top metal Container with a capacity from 10 to 40 cubic yards, which is designed to be pulled onto a rolloff vehicle.

1.57 Rolloff Collection Service

‘Rolloff Collection Service’ means providing Solid Waste Handling Services using Rolloff Boxes or Rolloff Compactors. Rolloff Collection Service is either Regular Rolloff Collection Service or Temporary Rolloff Collection Service.

1.58 Rolloff Compactor

‘Rolloff Compactor’ means an enclosed metal Container equipped with a hydraulic packing ram with a capacity from 15 to 35 yards, which is designed to be pulled onto a rolloff vehicle.

1.59 Rubbish

‘Rubbish’ means, without limitation, the following items: waste and refuse capable of burning readily, including straw, packing materials, leather, rubber, clothing, bedding, books, rags and all similar articles which will burn by contact with flames or ordinary temperatures; and ashes, crockery, china, pottery, metal wire and other similar materials.

1.60 Scavenging

‘Scavenging’ means the unauthorized removal of Recyclables. Scavenging is prohibited by Public Resources Code § 41950.

1.61 Sharps Waste

‘Sharps Waste’ means waste generated by a Single Family or Multi-family Premises that includes a hypodermic needle, syringe, or lancet.

1.62 Single-Family Residential Premises

‘Single-family Residential Premises’ means any residential property in the City, except multiple dwellings containing five (5) or more Dwelling Units.

1.63 Solid Waste

‘Solid Waste’ means all putrescible and non-putrescible solid, semisolid wastes, including Garbage, trash, Refuse, paper, Rubbish, ashes, industrial wastes, Construction and Demolition Waste, discarded home appliances, manure, vegetable or animal solid

and semisolid wastes, and other discarded solid and semisolid wastes. 'Solid Waste' includes Recyclable Materials, Organics, Green Waste, Construction and Demolition Debris, and Bulky Items. Solid Waste does not include Hazardous Waste, Low-level Radioactive Waste, or Medical Waste.

1.64 Solid Waste Facility

'Solid Waste Facility' means a solid waste transfer or processing station, a composting facility, a gasification facility, a transformation facility, or a Disposal Site.

1.65 Solid Waste Handling Services

'Solid Waste Handling Services' means the Collection, transportation, storage, transfer, processing, and Disposal of Solid Waste.

1.66 Temporary Bin Collection Customer

'Temporary Bin Collection Customer' means a Person that receives Temporary Bin Collection Service.

1.67 Temporary Bin Collection Service

'Temporary Bin Collection Service' means using Bins to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Bin Collection Service on a temporary basis no longer than the duration of the project. Temporary Bin Collection Service and Regular Bin Collection Service are mutually exclusive.

1.68 Temporary Rolloff Collection Customer

'Temporary Rolloff Collection Customer' means a Person that receives Temporary Rolloff Collection Service.

1.69 Temporary Rolloff Collection Service

'Temporary Rolloff Collection Service' means using Rolloff Boxes to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Rolloff Service on a temporary basis no longer than the duration of the project. Temporary Rolloff Collection Service and Regular Rolloff Collection Service are mutually exclusive.

1.70 Term

‘Term’ means the Term of this Agreement, including any agreed upon extension periods, as provided for in Section 4.3.

1.71 Valet Cart Collection Service

‘Valet Cart Collection Service’ means a service that entails the Contractor rolling Customer’s Carts from the back or side-yard of a Single-Family Premises, emptying the carts into a Collection vehicle, and returning the Carts to the original location.

1.72 Waste Generator

‘Waste Generator’ means the owner or occupant of premises that initially produces Solid Waste.

1.73 Work Day

Work Day means any day, Monday through Saturday, excluding Holidays.

Section 2 GRANT OF RIGHT AND PRIVILEGE TO COLLECT SOLID WASTE

2.1 Grant of Exclusive Rights

This Agreement grants to Contractor for the Term of this Agreement during which Solid Waste Handling Service is to be provided, the exclusive right and privilege to Collect, transport, process, recycle, compost, retain and dispose of Solid Waste Collected from Cart Collection Customers, and/or Regular Bin and Rolloff Collection Customers, as defined in this Agreement, produced, generated and/or accumulated within the City, except as otherwise provided below. No other services shall be exclusive to the Contractor.

2.2 Limitations to Scope of Exclusive Agreement

The exclusive franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by Persons other than Contractor and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

1. Temporary Bin and Temporary Rolloff Collection Service, which is covered under a separate non-exclusive service arrangement between the City and several waste haulers, which may also include Contractor.
2. The sale or donation of source-separated Recyclable Material by the Waste Generator or Customer to any Person other than Contractor; provided, however, to the extent permitted by law, if the Waste Generator or Customer is required to pay monetary or nonmonetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material, then it shall not be considered a sale or donation.
3. Solid Waste, including Recyclable Materials and Green Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees) to a processing facility or Disposal Site in a manner consistent with all applicable laws and regulations.

4. Recyclable Materials, Organic Waste or Bulky Wastes which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations.
5. Recyclables delivered to a recycling center or drop-off station by the Waste Generator for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.
6. Bulky Waste removed from a Single-Family Residential Premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service.
7. Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor, utilizing its own equipment, as an incidental part of a total service offered by that Contractor rather than as a hauling service.
8. The Collection, transfer, transport, Recycling, and processing of animal by-products, fats, oils, or grease to be rendered and used as tallow.
9. The Collection, transfer, transport, Recycling, processing, and disposal of byproducts of sewage treatment, including sludge, sludge ash, grit and screenings.
10. The Collection, transfer, transport, Recycling, processing, and disposal of Hazardous Substances, Hazardous Waste, untreated Medical Waste, and radioactive waste regardless of its source.
11. Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company (e.g., with a State contractor license type C-21) or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment.
12. The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment.

13. Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste.
14. Collection Material that is removed from a premise by a company through the performance of a service that the Contractor has elected not to provide.

The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth in this Agreement, the scope of this Agreement shall be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor resulting from any change in law.

2.3 Enforcement of Exclusive Rights

Contractor shall be responsible for enforcing the exclusive rights in this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity of this Agreement. In addition, City shall adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted in this Agreement. City shall have the right, but not the obligation, to enforce the exclusivity in this Agreement, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, extraordinary administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce the exclusivity in this Agreement, or to assist Contractor in doing so.

2.4 Annexation

Contractor's rights and obligations in this Agreement shall apply in any territory annexed to the City during the Term of this Agreement, except to the extent that the application of such rights and obligations within such annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement

shall become effective as to such area at the earliest possible date permitted by law. If upon annexation Contractor is permitted to provide Solid Waste Handling Services to Customers in the annexed territory pursuant to preexisting rights granted by another jurisdiction, Contractor shall provide all such Customers in the annexed area with the same services, at the same rates, as are available to Customers pursuant to the terms of this Agreement.

Section 3 REPRESENTATIONS AND WARRANTIES

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement, all of which shall be true as of the Effective Date of this Agreement:

1. Contractor is a validly existing corporation under the laws of the State of California.
2. Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations in this Agreement: (1) conflicts with, violates or results in a breach of any applicable law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.
3. There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations in this Agreement or which would have a material adverse effect on the financial condition of Contractor.
4. Contractor has no knowledge of any applicable law in effect as of the date of this Agreement that would prohibit the performance by Contractor of this Agreement and the transactions contemplated hereby.
5. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be

performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Solid Waste Handling services required by this Agreement.

6. The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in its proposal to the City, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.

Section 4 EFFECTIVE DATE AND TERM

4.1 Conditions to Effectiveness of Agreement

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed in this Agreement:

1. Accuracy of Representation - All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.
2. Absence of Litigation - There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
3. Furnishing of Insurance, Bond, and Letter of Credit - Contractor shall have furnished the evidence of insurance, and performance bond required by this Agreement.
4. Effectiveness of City Council Action - City Council's Ordinance or Resolution approving this Agreement shall have become effective pursuant to California law.
5. Administrative Fee - Contractor shall have paid to the City the Administrative Fee pursuant to Section 10.2 of this Agreement.

4.2 Effective Date

The 'Effective Date' of this Agreement shall be the date upon which all the conditions set forth in the above section have been accomplished, and have been accepted in writing by the City.

4.3 Term

Contractor shall provide Solid Waste Handling Services and Disposal Services in accordance with this Agreement for a period of seven (7) years beginning Monday,

February 29, 2016 through midnight on Tuesday, February 28, 2023 (the “Term”), unless this Agreement is terminated sooner pursuant to Section 17 of this Agreement.

4.4 City’s Option to Extend Term

City shall have the sole option to extend the initial Term for three (3) additional two-year periods. The first two (2) year period shall be from March 1, 2023 through February 28, 2025; the second two (2) year period shall be March 1, 2025 through February 28, 2027; and the third two (2) year period shall be March 1, 2027 through February 28, 2029. If City elects to extend the Term, City shall notify Contractor in writing no later than nine (9) months prior to the end of the then existing Term. If City does not notify Contractor nine (9) months prior to the end of the then existing Term, the City shall waive its option to further extend the Term.

Section 5 SCOPE OF SERVICES

5.1 Solid Waste Services – General

To protect the public health and safety, Contractor shall provide all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste generated or accumulated within the City from Cart Collection Customers covered by this Agreement at least once per week. The services provided by Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Handling Services.

5.2 Cart Collection Service

5.2.1. Cart Collection – General

Contractor shall Collect all Solid Waste properly placed out for Collection by Cart Collection Customers at the Designated Collection Location not less than once per week using automated collection vehicles. A Cart shall be considered properly placed out for Collection if it is feasibly accessible by Contractor's automated Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination of the Designated Collection location.

It is the intent of the City and the Contractor to provide Customers with the highest level of customer satisfaction while at the same time enabling Contractor to operate efficiently. Contractor shall instruct Customers to place all Solid Waste inside Carts such that Contractor's drivers will not be required to routinely disembark the Collection vehicle. However, in the event that a Customer occasionally places Solid Waste adjacent to Carts, Contractor shall also Collect that Solid Waste. If a Customer routinely places for Collection Solid Waste outside the Cart, Contractor shall work with the Customer to determine if the Customer is in need of additional Carts. The City Manager is authorized to require Contractor to deliver additional Refuse Carts to any such Customers, or to require such other action of Contractor as is reasonably necessary to ensure that Customers receive high quality service.

5.2.2. Refuse Cart Collection

Contractor shall Collect Refuse from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall provide each Cart Collection Customer with one Refuse Cart per Dwelling Unit at one of the three sizes shown in the rate schedule in Exhibit A. Each Customer shall choose either a ninety-six (96) gallon cart, a sixty-four (64) gallon cart, or a thirty-two (32) gallon cart.

Upon request by Customer, Contractor shall provide additional ninety-six (96), or sixty-four (64) gallon Refuse Carts. Contractor shall charge rates to the Customer based on each Customer's size and number of Refuse Carts according to the rate schedule in Exhibit A. Contractor may not charge for any services not listed in the rate schedule without prior written approval of the City.

5.2.3. Recyclables Cart Collection

Contractor shall Collect Recyclables from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall Collect Recyclables on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Cart Collection Customer in the City with at least one ninety-six (96) gallon cart per Dwelling Unit.

Upon request by Customer, Contractor shall provide an unlimited number of additional ninety-six (96), gallon Recycling Carts at no charge. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

5.2.4. Organics Cart Collection

Contractor shall Collect Organics from all Cart Collection Customers (except Customers with Condominium Service) using Cart Collection Service. Contractor shall Collect Organics on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Customer with at least one ninety-six (96) gallon cart or more Organics Cart(s) per Dwelling Unit. Contractor shall provide Organics Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

5.2.5. Condominium Collection Service

For Cart Collection Customers in Condominiums or other Multi-family Premises whose Greenwaste from common areas is collected and disposed by landscapers, Contractor

shall not be required to provide an Organics Cart or Collect Organics. For these Customers with Condominium Cart Collection Service, Contractor shall charge the rate for Condominiums in Exhibit A.

5.2.6. Valet Service

Contractor shall provide on-premises Valet Service to Customers if all adults residing at the Premises have disabilities that prevent them from setting their Carts at the curb for Collection, and if a request for Valet Service has been made to, and approved by, the City Manager in a manner required by City. The City Manager shall notify the Contractor in writing of any Premises requiring Valet Service along with the date such service is to begin. No additional monies shall be due to the Contractor for the provision of required Valet Service.

For Customers who elect to have Valet Service, but do not require it, Contractor shall provide Valet Service as a premium service. For these Customers with Valet Service, Contractor shall charge the rate for Valet Service in Exhibit A.

5.2.7. Bulky Item Pickups

On an as-needed, on-call basis, the Contractor shall provide up to three (3) pickups per calendar year of Bulky Items from each Cart Collection Customer. Upon receiving a request from Customer two (2) days in advance, Contractor shall Collect Bulky Items on the Customer's regular weekly collection day at no extra charge. Each Bulky Items Collection shall be limited to: up to four (4) large household items or, up to twenty (20) plastic trash bags, or, up to ten (10) bundles of Greenwaste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed three (3) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in Exhibit A. For individual Bulky

Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to the rate schedule in Exhibit A.

5.2.8. Holiday Trees

Contractor shall Collect all Holiday trees from Single-family and Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

5.2.9. Mulch Give-away

Contractor shall provide two (2) 40-yard Rolloff Boxes of compost two (2) times per year for the use and benefit of the City of Calabasas and its residents. Contractor shall provide this service at no additional cost to City or to Customers. City shall provide the location for the placement of the Rolloff Boxes.

5.2.10. Move-In Collection Service

Contractor shall also provide, at no charge, one (1) on-call Move-In Collection of Recyclable packaging materials such as cardboard boxes, packing Styrofoam, and newspaper to Customers within three (3) months of service initiation by the Customer. Move-in Collection service shall be provided within forty-eight (48) hours of receipt of the request.

5.2.11. ABOP Collection Service

Contractor shall operate an ABOP Collection roundup on the second (2nd) Saturday of every other month at a site designated by the City. Contractor shall operate the roundup event between the hours of 10:00 am and 2:00 pm and shall provide all necessary staff, equipment, and containers to Collect ABOP materials dropped off by City residents. Contractor shall be responsible for the transportation, storage, processing, and proper Disposal of all ABOP material Collected at these events.

The Contractor shall publicize each public disposal center for antifreeze, batteries, motor oil and latex/water-based paint in the Calabasas area one time per year through one of the following methods: (1) insert included in envelope with customer's bill; (2) press releases and public service announcements; (3) submitting an article for inclusion in the city's newsletter; or (4) distribution of informational flyers to the general public at appropriate events and through the mail. The method of publicity shall be selected by the Contractor and approved by City.

Contractor shall invoice the City on or about the first (1st) day of the following month for cost incurred to operate the ABOP roundup during the prior month. Contractor's invoice must be accompanied with a full accounting of all materials accepted, how the materials were Recycled, reused, or Disposed, and the quantity of each ABOP material type.

The City shall reimburse the Contractor by the end of the month following the ABOP roundup. City shall reimburse Contractor up to the total amount the City receives in Used Oil Block Grant monies from CalRecycle. Contractor shall be responsible for ABOP roundup costs that exceed City reimbursement. The City shall be responsible to file the grant application and prepare reports back to CalRecycle.

5.2.12. Door to Door HHW Collection

Contractor shall undertake a program to Collect Household Hazardous Waste from Single-family and Multi-family Residential Premises on an on-call basis. Contractor shall perform this service at no additional cost to City or Customer. Contractor shall Collect HHW from Residential Customers on their regular Collection day during the last two weeks of each quarter on an on-call by-appointment basis. The Door to Door HHW Collection program shall include the following features:

1. An ongoing public education program to inform residents of the benefits and availability of a Door to Door HHW program.
2. An annual schedule of quarterly Collection periods including the month, appointment deadline, and collection weeks
3. A convenient means by which Residential Customers may make an appointment to have their HHW Collected

4. Instructions and materials (bags, labels, etc.) that will enable residents to safely and conveniently prepare their HHW for Collection.
5. Specific policies and procedures for the Door to Door HHW program such as acceptable Collection locations (doorstep, etc.), list of acceptable and non-acceptable materials, and quantity limits.

5.3 Regular Bin and Rolloff Collection Service

5.3.1. Regular Bin Collection Service – General

Contractor shall Collect Solid Waste from all Regular Bin Collection Customers not less than once per week. Contractor shall Collect Solid Waste properly placed in Bins from the Designated Collection Location upon each Customer's Premises. Contractor shall replace empty Bins to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

5.3.2. Regular Bin Collection Service - Refuse

Contractor shall Collect Refuse from all Regular Bin Collection Customers. Contractor shall provide the size and quantity of Refuse Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. If Contractor and Customer cannot agree upon the appropriate size and number of Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Regular Bin Collection Service based on each Customer's size and number of Refuse Bins, and number of weekly pickups according to the monthly rates schedule in Exhibit B. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

5.3.3. Regular Bin Collection Service – Recyclables

Upon request by Customer, Contractor shall Collect Recyclables from Regular Bin Collection Customers no less frequently than once per week. Contractor may use Bins or Carts to Collect Recyclables from Regular Bin Collection Customers. Contractor shall provide the size and quantity of Bins or Carts as requested by Customer. If Contractor and Customer cannot agree upon the appropriate size and number of Bins, or on the

number of weekly pickups, City shall determine the most appropriate service level. Contractor shall Collect Recyclables from Regular Bin Collection Customers at no additional charge to Customer or City.

5.3.4. Multi-family Bulky Item Pickups

On an as-needed, on-call basis, the Contractor shall provide up to three (3) pickups per calendar year of Bulky Items from each Bin Collection Customer at Multi-family Premises. Upon receiving a request from Customer two (2) days in advance, Contractor shall Collect Bulky Items on the Customer's regular collection day at no extra charge. Each Bulky Items Collection shall be limited to: up to four (4) large household items or, up to twenty (20) plastic trash bags, or, up to ten (10) bundles of Greenwaste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed three (3) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in Exhibit B. For individual Bulky Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to the rate schedule in Exhibit B.

5.3.5. Multi-family Holiday Trees

Contractor shall Collect all Holiday trees from Single-family and Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

5.3.6. Regular Rolloff Collection Service

Contractor shall Collect Solid Waste from all Regular Rolloff Collection Customers using Contractor-furnished Rolloff Boxes or Customer-furnished Rolloff Compactors. Upon Customer request, Contractor shall furnish the size and number of Rolloff Boxes requested by Customer.

Contractor is not obligated to furnish Rolloff Compactors. Contractor may sell or lease Rolloff Compactors to Customers. Any sale or lease of Rolloff Compactors to Customers shall be outside the scope of this Agreement. However, the Collection service provided to those Customers with Rolloff Compactors shall be within the scope of this Agreement.

Within one (1) Workday of Customer's request for service, Contractor shall Collect Solid Waste properly placed in Rolloff Boxes or Rolloff Compactors from the Designated Collection Location upon each Customer's Premises. A Rolloff Box or Rolloff Compactor shall be considered properly located for Collection if it is feasibly accessible by Contractor's rolloff collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall bill the Customer for Regular Rolloff Collection Service based on each load and the actual weight of each load according to the rate schedule in Exhibit B. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

5.3.7. City Facilities Collection Service

Contractor shall Collect and dispose of all Refuse, Recyclable Material, and Green Waste put in Containers for Collection at all facilities owned and/or operated by the City at no charge. City facilities include, but are not limited to, City Hall, City offices, parks, corporation yards, recreation centers, and community centers. Contractor shall provide the number and size of Containers, and frequency of service at the City's direction. Service levels and number of City facilities served may increase during the Term of this Agreement without any additional compensation paid to the Contractor. The current scope of service provided to City facilities is shown on the following page in Table 1.

Table 1 - Service to City Facilities

Service Location	Number of Bins	Bin Size	Pickups per Week
Grape Arbor Park	2	3 yard	2
Juan Bautista de Anza Park	2	3 yard	2
Freedom Park	1	3 yard	As needed
Gates Canyon Park	2	3 yard	2
Highlands Park	1	3 yard	As needed
Bark Park	1	3 yard	As needed
Wild Walnut Park	1	3 yard	As needed
City Hall	4	3 yard	2
Tennis & Swim Center	2	3 yard	6
Community Center	2	3 yard	2

5.3.8. Bus Stop Container Collection Service

Contractor shall Collect and dispose of all Refuse placed in Containers at bus stops in the City. The location and frequency of service for these Containers is listed in Exhibit D. City may change the frequency of service and/or number of bus stops serviced during the Term of this Agreement without any additional compensation paid to the Contractor. City shall include any such changes on a revised Exhibit D.

5.3.9. Sidewalk Litter Container Collection Service

Contractor shall Collect and dispose of all Refuse placed in public Containers that are placed on sidewalks and in public areas by the City. The location and frequency of service for these Containers is listed in Exhibit E. Public Street Containers shall be provided by City. Any plastic liners or other miscellaneous items needed to provide service shall be furnished by Contractor. City may change the service frequency and number of Containers during the Term of this Agreement without any additional compensation paid to the Contractor. City shall include any such changes on a revised Exhibit E.

5.3.10. City-sponsored Special Events

Contractor shall provide Solid Waste Collection and Disposal/processing service for City-sponsored special events. This shall include providing Containers (Bins, Roll-off Boxes, and clearly labeled cardboard waste boxes with liners) to Collect and dispose of, or process, all Solid Waste and Recyclable Materials. The Contractor shall provide these services at City-sponsored events, at no cost to City or ratepayers. City-sponsored events shall include those listed below in Table 2.

Table 2 - City-sponsored Special Events

Event	Location(s)	When	Estimated Attendance	Estimated Service Requirements
Egg Hunt	Juan Bautista de Anza Park	Easter	1,500	Cardboard containers
Fine Arts Festival	Two locations: The Commons at Calabasas; Calabasas Civic Center	Two days in May	12,000 to 15,000 over two days	One (1) 40 yd. rolloff and cardboard containers
Fourth of July (Lakeside Fun Run and Fireworks Spectacular)	Fun Run - Lake Behind the Tennis & Swim Center Fireworks Spectacular – Calabasas High School	July	3,000	One (1) 40 yd. rolloff and cardboard containers
Pumpkin Festival	Lost Hills Road & Juan Bautista de Anza Park	Two days in October	3,000 to 5,000 over two days	Two (2) 40 yd. rolloffs and cardboard containers

5.3.11. Commercial Organics Collection Service

Upon request by Customer, Contractor shall Collect Source-separated Organics from all Regular Bin Collection Customers not less than once per week. For Customers that subscribe to Commercial Organics Collection Service, Contractor shall Collect Organics properly placed in Carts or Bins from the Designated Collection Location upon each Customer's Premises. Contractor shall replace empty Carts or Bins to their original location with gates or doors of enclosures secured after Collection is completed. A Cart or Bin shall be considered properly located for Collection if it is feasibly accessible by

Contractor's Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall provide the size and quantity of Carts or Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. If Contractor and Customer cannot agree upon the appropriate size and number of Carts or Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Organics Collection Service based on each Customer's size and number of Carts or Bins, and number of weekly pickups according to the monthly rate schedule in Exhibit B-1.

Section 6 OPERATIONS, PERSONNEL AND EQUIPMENT

6.1 Operations

6.1.1. Hours of Collection

To protect the peace and quiet of residents, Contractor shall not Collect Solid Waste before 7:00 a.m. or after 6:00 p.m. The City may direct Contractor to reduce the Collection hours in areas around schools and in high traffic areas during peak traffic hours. When the City is conducting road rehabilitation projects, the City reserves the right to temporarily redirect or restrict Contractor from Collection in the affected areas if needed. The hours of Collection may be extended due to extraordinary circumstances with the prior written (e.g., e-mail) consent of the City Manager.

6.1.2. Holidays

Contractor shall not Collect Solid Waste on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on a weekday, Collection Services for the Holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week. Friday Collection Services shall be performed on Saturday.

6.1.3. Complaints for Missed Collections

In the case of a Complaint for a missed Collection received on a collection day, Contractor shall make the Collection not later than 5 p.m. if it has been notified by noon, or on the first collection day after the Complaint is received, if the Complaint was received after noon.

6.1.4. Hazardous Waste Inspection and Reporting

Contractor reserves the right to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Household Hazardous Waste or Hazardous Waste. In the event a Customer sets out for Collection any Household Hazardous Waste or Hazardous Waste, Contractor shall reject the material, tag the Container with instructions to the Customer for the proper method to discard of Hazardous Waste, and record the event in the Customer's profile in Contractor's billing system.

6.1.5. Refusal to Collect

When Solid Waste is not Collected from any Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

6.1.6. Load Weight

Contractor shall not load its Collection vehicles such that the vehicle's gross weight (the total weight of the load and the vehicle) exceeds the manufacturer's gross vehicle weight rating (GVWR), or exceeds any other weight limits imposed by state or local laws or regulations.

6.1.7. Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees of Contractor to public or private property shall be promptly repaired or replaced by Contractor at Contractor's sole expense.

6.1.8. Commingling of Routes

Contractor shall not commingle City Collection routes with other city or county routes. Each route shall be dedicated exclusively to City-generated waste Collected within City boundaries under this Agreement.

6.2 Personnel

6.2.1. Qualifications

Contractor shall employ qualified personnel to perform the services set forth in this Agreement. Contractor shall ensure that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. Contractor shall provide operating and safety training that meets minimum OSHA standards for all its drivers, helpers, and those employees who are otherwise directly involved in Collection operations. Contractor shall train its drivers and helpers in the identification of Hazardous Waste. Each driver shall at all times carry a valid California driver's license, and any other required licenses for the type of vehicle that is being operated. Each driver shall comply with all applicable state and federal laws, regulations and requirements.

6.2.2. Conduct

Contractor's employees shall conduct themselves in a competent, thorough, and courteous manner. The City may request the transfer of any employee who materially violates any provision in this Agreement, or who is negligent, careless, or discourteous in the performance of their duties. Contractor's field operations personnel shall wear a clean uniform with the employee and Contractor's name. Contractor's employees, who normally come into contact with the public, shall bear a company photo identification card. Contractor shall not permit any employee to solicit or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement.

6.2.3. Drug and Alcohol Testing

Contractor shall prescreen all applicants seeking employment that would result in the applicant, if hired, driving Contractor's vehicles within City. The prescreening shall include drug and alcohol testing by a certified independent testing laboratory. Contractor shall reject any applicant for employment within City who tests positively for any prohibited substance. In addition, Contractor shall conduct unannounced random drug and alcohol testing of all employees performing driving duties within City pursuant to the regulations administered by the Federal Motor Carrier Safety Administration (49 CFR, Part 40). The random testing shall be conducted by a certified independent testing laboratory. Any employee who tests positive for prohibited substances or alcohol shall be immediately and permanently removed from any assignment to perform duties under this Agreement.

6.2.4. Employees of Previous Service Provider

In the event Contractor takes over service in the City from a previous service provider, Contractor shall make good faith efforts to hire all 'qualified applicants' of the previous service provider to perform work under this Agreement. A 'qualified applicant' is an individual that: (i) was an employee of the previous service provider and regularly worked in the City within sixty (60) days prior to the Effective Date; (ii) is qualified by training and experience for the desired position; and (iii) successfully passes Contractor's physical and drug test. All employees of the previous service provider hired by Contractor shall retain the level of seniority that they held with the previous service provider, and shall receive a compensation and benefits package from Contractor that is

commensurate with the Contractor's other employees with a similar level of skill, experience and seniority.

6.3 Vehicles

6.3.1. General

Contractor shall provide vehicles for Solid Waste Handling Services that are sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall own and maintain sufficient back-up vehicles.

Contractor shall equip vehicles so as to prevent Solid Waste from being blown or otherwise escape from the vehicle. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes its vehicles.

Each Collection vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a radio to enable the driver to communicate directly with Contractor's dispatcher and/or main office.

No Collection Vehicle shall be utilized if it is leaking fluids. Contractor shall clean up any leaks or spills from its vehicles. Contractor shall equip all Collection Vehicles with absorbent for such cleanups. No fluids shall be washed into storm drains at any time.

6.3.2. Appearance

Contractor shall paint each vehicle periodically (including performing all necessary body work), no less than once every two years. Contractor shall mark the rear, and both sides of each vehicle with the Contractor's name, telephone number, and a vehicle number in letters not less than five (5) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

6.3.3. Maintenance

Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and

mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

6.3.4. Emissions

Contractor's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resource Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

6.3.5. Noise

Contractor's vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy (70) decibels (dB)A at a distance of fifty (50) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any collection vehicle which City or Contractor has received more than one complaint regarding excessive noise.

6.3.6. Safety

Contractor shall equip each vehicle with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry during the Term of this Agreement. Collection vehicles shall be well marked and highly visible. At a minimum, Collection vehicles shall have a back-up warning alarm, and a video monitor based back-up system, or its equivalent.

6.3.7. Inspection of Vehicles

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports. Contractor shall make all records related to its vehicles available to City upon request by the City Manager.

City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capacity.

Any Collection Vehicle that the City Manager deems inappropriate for use in City for any reason (including its appearance) shall be removed from service in City, until such time as the City Manager determines the issue regarding said Collection vehicle is corrected.

6.4 Containers

If any Solid Waste enterprise providing Solid Waste Handling Services to Customers prior to the Effective Date does not remove the Containers it had in use prior to the Effective Date, Contractor shall Collect and dispose of all such Containers at no additional charge to City or Customers.

6.4.1. Carts

Contractor shall provide Cart Collection Customers with Carts during the Term of this Agreement. Carts and Cart lids must meet color, size, uniformity, and quality requirements of the City. Contractor shall provide and maintain Carts and Cart lids with consistent colors and in good condition. Contractor shall maintain all Carts in good repair. If a Cart is broken or damaged, Contractor shall repair or replace such Carts by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day.

Carts shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in each type of Cart. City shall approve what information is marked on Carts.

6.4.2. Cart Exchange

Upon notification to the Contractor by the City or a Customer that a change in the size or number of Carts is required, the Contractor shall deliver such Carts to such Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to receive one (1) free Refuse Cart exchange, one (1) free Recycling Cart exchange and one (1) free Organics Cart exchange per year during the Term of this Agreement. For exchanges that exceed one (1) per year, Contractor may charge Customers the cart exchange fee shown in Exhibit A.

6.4.3. Cart Replacement

Any Cart damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense. If a Cart is lost, stolen or damaged beyond repair through no fault of the Contractor, the Contractor shall deliver replacement Cart to Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organics Cart during the initial Term of this Agreement at no cost. For replacements of more than one (1) lost, destroyed, or stolen Cart of each type during the initial Term, Contractor may charge Customer the Cart replacement fee shown in Exhibit A. After the initial Term, Customers shall be entitled to one (1) additional free replacement Cart of each type during the remaining Term of this Agreement.

6.4.4. Ownership of Carts

Contractor shall own all Carts provided under this Agreement. In the event this Agreement is not extended or renewed, Contractor shall remove all Carts in service from the City.

6.5 Food Waste Pails

Upon request, Contractor shall provide Cart Customers with one (1) Food Waste Pail per Dwelling Unit during the Term of this Agreement. Food Waste Pails shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in the Food Waste Pail. City shall approve what information is marked on Food Waste Pails. Upon request by Customer,

Contractor shall replace up to one (1) Food Waste Pail per Customer each year at no charge. For replacements that exceed one (1) per year, Contractor may charge the Food Waste Pail replacement charge in Exhibit A.

6.5.1. Bins

Contractor shall provide Bin Collection Customers with Bins required during the Term of this Agreement. The size and quantity of Bins shall be determined by mutual agreement between Customer and Contractor, and shall be subject to City approval. Contractor shall maintain Bins in a clean condition and free from putrescible residue. Bins shall be watertight, and constructed of heavy metal, or other durable material. Bins shall be well painted, and maintained in good repair.

Contractor shall mark each Bin with the name of Contractor and phone number in letters not less than three (3) inches high. Bins shall be labeled to include instructions on what materials should and should not be placed in the Bin. Contractor shall replace Bins upon City's request if the City deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color, and all Recycling Bins shall be painted a different, uniform color.

6.5.2. Bin Replacement

Upon Customer or City request, or if required to maintain the Bins in a clean condition, Contractor shall clean or replace all Bins once per year at no additional charge. Contractor shall perform cleaning or replacement of Bins more frequently if necessary to prevent a nuisance caused by odors or vector harborage, or if requested by Customer or City. Contractor shall remove graffiti from any Container within two (2) Work Days of request by City or Customer.

6.5.3. Locking Bins

Contractor shall provide locking Bins upon Customer request. Contractor shall be entitled to the monthly charge for locking bins shown in the Rate Schedule in Exhibit A.

6.5.4. Rolloff Boxes

Contractor shall provide Roll-off Boxes to Rolloff Customers sufficient to meet Customer demand throughout the Term of this Agreement. Contractor shall keep all Roll-off Boxes clean, well-painted free from graffiti, and in good repair. Contractor shall display

the name and phone number of Contractor in letters not less than three (3) inches high on Rolloff Boxes.

6.5.5. Rolloff Compactors

Maintenance of Customer-owned Rolloff Compactors shall be the responsibility of the Customer, and not Contractor. Contractor may sell, or lease Rolloff Compactors to Customers. Any such sale or lease shall be outside the scope of this Agreement. Any proceeds to Contractor from the sale or lease of Rolloff Compactors are not included in Gross Receipts.

Section 7 CUSTOMER SERVICE

7.1 Office Hours

Contractor shall maintain an office with assigned personnel accessible by a local or toll-free phone number. Contractor's office hours are to be from 8:00 a.m. to 5:00 p.m. Monday-Friday and 8:00 a.m. to 12:00 p.m. on Saturdays when Collection is occurring. At Contractor's expense, its telephone numbers shall be listed in Calabasas-area telephone directories under both Contractor's name and the City's name. Contractor shall have the capability of responding to Customers in English, Spanish, and any other predominant languages necessary for communication between Contractor and its Customers.

7.2 Emergency Telephone Number

Contractor shall maintain an emergency after-hours telephone number for use by City personnel only. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.

7.3 Service Complaints

All Customers' Complaints shall be directed to Contractor. Contractor shall record all Complaints, including date, time, complainant's name and address, nature of Complaint, and date and manner of resolution of Complaint. Contractor shall maintain this information in a computerized service complaint log. This service complaint log shall be available for review by City representatives during Contractor's office hours. Upon request by City, Contractor shall provide a copy of this service complaint log on computer disc, or via email, in a format compatible with City's computer system.

7.4 Customer Education Program

Contractor shall develop and implement an education program for the City's integrated solid waste program, including goals, strategies and timetables. The Customer Education Program (CEP) shall include information with respect to AB 939 diversion goals, bulky goods pick-ups, green waste diversion programs and the importance of the safe disposal of household hazardous waste. Contractor shall provide and distribute information in the form of fliers, cards, stickers, or otherwise as Contractor determines

to be most effective. Contractor may also utilize other promotional activities to achieve the goals of this Agreement, including participation in school assemblies and demonstrations, Chamber of Commerce and other local activities, parades and other civic events, as approved in writing by the City Manager or his or her designee. The CEP must be submitted upon execution of this Agreement, and any change in the CEP must be approved in writing by the City Manager.

The Contractor shall be responsible for distribution of public education brochures, approved by the City, to describe and promote the Contractor's Solid Waste Handling Services, and the waste Collection and Recycling services that are available to the City's residents, and businesses.

7.5 Customer Privacy

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's Solid Waste shall not be disclosed by Contractor to any Person, or governmental agency unless required by law or upon written authorization of the Customer. Contractor shall not market or distribute mailing lists with the names and addresses of Customers. The rights accorded Customers pursuant to this Section shall be in addition to any other privacy rights accorded Customers pursuant to federal or state law.

Section 8 FLOW CONTROL; AND MARKETING OF RECYCLABLES

8.1 Ownership of Solid Waste

Ownership and the right to possession of Solid Waste, including Organics and Recyclable Materials, shall transfer directly from the Customer to Contractor upon Collection by Contractor. At no time shall the City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for Collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such ownership.

8.2 City’s Ability to Control the Flow of Solid Waste

City shall have the absolute ability to determine the location for the delivery and/or Disposal of all Solid Waste (including Recyclables, Organics, and Construction and Demolition Waste) Collected pursuant to this Agreement (hereinafter City's "Flow Control Option"). Contractor expressly consents to City's ability to direct the location for Disposal of Solid Waste in this Agreement, and waives any and all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require delivery of all Solid Waste Collected in this Agreement to the facilities listed below in Table 3.

Table 3 – Approved Disposal and Processing Facilities

Material Type	Destination Facility
Refuse	Simi Valley LF and Recycling – Simi Valley
Recyclables	Simi Valley LF and Recycling – Simi Valley
Recyclables	Allan Company – Santa Monica
Recyclables	Simi Valley Recycle Center – Simi Valley
Recyclables	Azusa Transfer Station & MRF - Azusa
Metal	A-1 Metal – Sun Valley
Manure	Peach Hills Soils - Moorpark
Manure	American Soil – Simi Valley
Organics	Agromin - Oxnard
Construction and Demolition	Simi Valley LF and Recycling – Simi Valley

8.3 Marketing of Recyclables

Contractor shall market all marketable Recyclables Collected pursuant to this Agreement. Contractor is entitled to all revenues (including California Redemption Value revenues) received by Contractor from the marketing of Recyclables. Contractor shall assume all risk, and enjoy all rewards, resulting from changes in market prices of Recyclables.

Section 9 RATES AND BILLING

9.1 Rates

Contractor's compensation for all solid waste Collection, transportation, processing, recycling, and disposal services shall be the rates set forth in Exhibit A and B to this Agreement.

9.2 Adjustment of Rates

Beginning on July 1, 2017, and each July 1 thereafter during the Term, Contractor shall be entitled to an increase in the rates in Exhibit A, Exhibit B, or the rates then in effect. The adjustment of Contractor's rates shall be accomplished according to the procedures and methodology set forth below and according to the example in Exhibit C.

On or before March 31st of each year in which an adjustment is to be made, Contractor shall submit to the City schedules setting forth the:

1. Current rates;
2. Applicable CPI, PPI, and Disposal Tipping Fee values;
3. Percentage change in the those values;
4. Calculation of the combined rate adjustment percent; and,
5. Proposed adjusted rates.

These schedules are for convenience of the City in corroborating rate adjustments, but are not binding. The City in its sole discretion may make corrections or adjustments in these schedules to provide for rate adjustments that are in accordance with the terms of this Agreement.

9.2.1. Calculation of Rate Adjustment

The Maximum Rates shall be adjusted based on a combined rate adjustment percentage. The rate adjustment percentage shall be comprised of three components: a service component, a fuel component, and a disposal component. All three of these components shall be independently calculated. The weighted results of these calculations shall be combined to derive the combined rate adjustment percentage.

The weighting of the components of the rate adjustment percentage shall be as shown in Table 4 displayed below.

Table 4 - Rate Adjustment Components

Component	Weight
Service	65%
Fuel	5%
Disposal	30%
Total	100%

These weights are intended to generally reflect the major areas of Contractor’s cost structure such that this rate adjustment method strikes a reasonable balance between accuracy and efficiency. In the event that the relative weights of these categories change materially over the term of this Agreement, Contractor or City may petition the other party to realign the components with Contractor’s actual cost structure. Any such realignment shall be subject to the inspection and audit provisions of Section 11.2.

9.2.2. Service Component

The weighted adjustment percentage for the service component shall be equal to the service component adjustment factor multiplied by sixty-five percent (65%) as shown by example in Exhibit C. The service component adjustment factor shall be the annual percentage change in the ‘Consumer Price Index’ from in the previous calendar year. The ‘Consumer Price Index’ (or ‘CPI’) shall mean the Consumer Price Index for all Urban Consumers (National CPI-U) for the Los Angeles/Orange County/Riverside metropolitan statistical area published by the United States Department of Labor, Bureau of Labor Statistics.

9.2.3. Fuel Component

The weighted adjustment percentage for the fuel component shall be equal to the fuel component adjustment factor multiplied by five percent (5%) as shown by example in Exhibit C. The fuel component adjustment factor shall be the annual percentage change in the ‘Producer Price Index - Natural Gas’ from in the previous calendar year. The ‘Producer Price Index – Natural Gas’ (or ‘PPI’) shall mean the Producer Price Index for Natural Gas Distribution – Commercial (Series ID# 221210221210113) for the Pacific Region published by the United States Department of Labor, Bureau of Labor Statistics.

9.2.4. Disposal Component

The weighted adjustment percentage for the disposal component shall be equal to the disposal component adjustment factor multiplied by thirty percent (30%) as shown by example in Exhibit C. The disposal component adjustment factor shall be based on the weighted average percent change in the Disposal Tipping Fee for the previous calendar year. The Disposal Tipping Fee shall mean the tipping fee charged by the Calabasas Landfill for Municipal and Inert Waste.

9.2.5. Combined Rate Adjustment Percent

The rate combined rate adjustment percentage shall be the sum of the weighted adjustment percentages for the service component, the fuel component, and the disposal component as shown by example in Exhibit C. The rate adjustment percentage shall be applied to the then existing rates to calculate the new rates for the ensuing fiscal year. In any year that the combined rate adjustment percent is negative, rates for that year shall not decrease and shall not be adjusted.

9.3 Extraordinary Rate Adjustment

Contractor may request an adjustment to the rates at other times to provide for the reimbursement of unusual increased costs of providing service under this Agreement, to the extent not included within the annual rate adjustment provided in Section 9.2. Unusual increased costs may include changes in service mandated by the City, changes to the Calabasas Municipal Code affecting Contractor's operations, increases in franchise fees imposed by the City, changes in state or local government solid waste fees and charges, or changes in the law, but shall not include circumstances within the control of Contractor, such as changes in the purchase price of new equipment, or negotiation of wage and benefit increases in connection with a collective bargaining agreement. For each request, Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City Manager with support for all assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in its reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any, within sixty (60) days of receipt of Contractor's request.

9.4 Resolution of Disputes Regarding Rate Adjustments

Any dispute regarding the computation of a rate adjustment shall be decided by the City Manager or his designee, or referred by the City Manager to the City Council as provided in Section 17. A rate adjustment computation decision by the City Manager or the City Council may be appealed by Contractor in accordance with the procedures provided in Section 17. The rates in effect at the time a rate adjustment dispute is submitted to the City Council shall remain in effect pending resolution of that dispute. The effective date of a rate determined through the dispute resolution procedures provided in Section 17, shall be the next immediate billing cycle of the Contractor after the date of dispute resolution.

9.5 Billing and Payment

9.5.1. Billing

The Contractor shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Customers for all Collection Services pursuant to the rate schedule in Exhibit A, or as those rates are adjusted under the terms of this Agreement. City shall have the right to approve the format and content of Contractor's invoices.

Contractor shall invoice Cart Customers bi-monthly in advance. Contractor shall invoice Customers on or about the first day of the three-month period during which service will be provided. If a Customer starts or stops service during the billing period, Contractor shall pro-rate Customer's invoice based on the portion of the billing period the Customer receives service.

Contractor shall invoice Regular Bin Customers monthly in advance on or about the first day of the month for which service will be provided. If a Customer starts or stops service during the month, Contractor shall pro-rate Customer's invoice based on the portion of the month the Customer receives service. Contractor shall invoice Regular Rolloff Customers semi-monthly in arrears.

Contractor's invoices must plainly and accurately describe the service provided. Contractor's invoices must itemize the size and number of Containers, the frequency of service and the period in which the service is provided. Invoices for Rolloff Collection

service shall include the work order number, date, location, and actual weight of the load along with itemized charges for the load charge and the charge for tipping fees.

9.5.2. **Payment**

Contractor shall provide the means for customers to pay bills through the following methods: cash, check, credit card, or automatic clearing house (ACH) withdrawal from Customer's bank account.

9.5.3. **Collection**

Contractor shall be responsible to collect all billed amounts and shall incur any and all expenses for uncollectible accounts. Contractor's invoices shall be due within thirty (30) days of the date of the invoice. Contractor shall be entitled to collect late charges at a rate of one and one-half percent (1.5%) per month of the unpaid balance including unpaid late charges.

9.5.4. **Delinquent Accounts**

Cart Collection Customers – Contractor shall notify customers that have past due amounts at least monthly. Contractor shall not discontinue service to Cart Collection Customers that do not pay for services. City shall undertake a good faith effort to assist Contractor in the collection of delinquent accounts by arranging for the placement of the unpaid amount on the property tax bill of the Premises from which the Solid Waste was Collected.

Once each year, City shall conduct a public hearing and shall cause the delinquent fees to be placed as a charge on the property tax bill. Premises eligible to be included in the public hearing shall include Premises with Cart Collection Customers that are two (2) or more billing cycles (six months) delinquent. Premises eligible to be included in the public hearing shall include Premises with Regular Bin Collection Customers that are three (3) or more months (three months) delinquent.

Ninety (90) days prior to the public hearing, Contractor shall notify the Customer, and the owner of the Premises from which Solid Waste was Collected, that the delinquent amount will be placed as a charge on the property tax bill. Contractor shall also notify the Customer and property owner of the time and place of the public hearing.

Thirty (30) days prior to the public hearing, Contractor shall submit a preliminary list to the City of each Customer and property owner Premises delinquent in the payment of fees for services provided by Contractor under this Agreement. The preliminary list shall include the Customer name, property owner name (if different), property address, county assessor's parcel number, and the delinquent amount. The delinquent amount shall be the amount owed the Contractor plus twenty percent (20%) of the unpaid amount. Following the public hearing, Contractor shall prepare a final delinquent list and submit this list to the City in a format acceptable to the County for processing. Within sixty days of receipt from County, City shall remit to Contractor any amounts recovered on property tax bills.

Regular Bin and Rolloff Collection Customers – Contractor shall notify customers that have past due amounts at least monthly. If a Regular Bin Customer is sixty (60) days past due, Contractor shall notify Customer that service will be stopped in thirty (30) days hence if the outstanding amount remains unpaid. Contractor may stop service for Regular Bin Customers with outstanding amounts that are over ninety (90) days past due. Contractor shall notify City's code enforcement officer in writing or by email prior to stopping service on any Regular Bin Customer.

If a Regular Rolloff Customer is thirty (30) days past due, Contractor shall notify Customer that service will be stopped in fifteen (15) days hence if the outstanding amount remains unpaid. Contractor may stop service for Regular Rolloff Customers with outstanding amounts that are over forty-five (45) days past due. Contractor shall notify City's code enforcement officer in writing or by email prior to stopping service on any Regular Bin Customer.

City shall undertake its best efforts to assist Contractor in the collection of delinquent accounts by arranging for the placement of a charge on the property tax bill of the Premises from which the Solid Waste was Collected.

Once each year, City shall conduct a public hearing and shall cause the delinquent fees to be placed as a charge on the property tax bill. Premises eligible to be included in the public hearing shall include Premises with Regular Bin and Rolloff Collection Customers whose service has been stopped and the amounts remain unpaid.

Ninety (90) days prior to the public hearing, Contractor shall notify the Customer, and the owner of the Premises from which Solid Waste was Collected, that the delinquent

amount will be placed as a charge on the property tax bill. Contractor shall also notify the Customer and property owner of the time and place of the public hearing.

Thirty (30) days prior to the public hearing, Contractor shall submit a preliminary list to the City of each Customer and property owner Premises delinquent in the payment of fees for services provided by Contractor under this Agreement. The preliminary list shall include the Customer name, property owner name (if different), property address, county assessor's parcel number, and the delinquent amount. The delinquent amount shall be the amount owed the Contractor plus twenty percent (20%) of the unpaid amount. Following the public hearing, Contractor shall prepare a final delinquent list and submit this list to the City in a format acceptable to the County for processing. Within sixty days of receipt from County, City shall remit to Contractor any amounts recovered on property tax bills.

Section 10 FEES PAID TO CITY

10.1 AB 939 Fees

Contractor shall pay to City an AB 939 Fee in an amount equal to eighteen thousand two hundred dollars (\$18,200.00) per month for each month it provides service during the Term of this Agreement. Effective each July 1st during the Term, the monthly AB 939 Fee amount shall be increased by the same percentage as the rate adjustment percentage determined pursuant to Section 9.2.

Contractor shall pay AB 939 Fee to City monthly on or before the thirtieth (30th) day of the following the month. Should any such due date fall on a weekend or holiday in which the City's offices are closed, payment shall be due on the first day thereafter in which the City's offices are open.

10.2 Administrative Fee

The process of selection of a contractor for the expressed purpose of establishing rights to Collect Refuse or Recyclables is both time consuming and resource depletive. The Contractor shall remit a one-time Administrative Fee to the City. The Administrative Fee is intended to offset the City's anticipated costs of all reasonable and customary direct and indirect administrative expenses including consultants and attorneys, necessary to analyze the Contractor's proposal and prepare this Agreement. Contractor shall pay the City the fee within thirty (30) days of the Effective Date of this Agreement. The one-time Administrative Fee shall be eighty-five thousand dollars (\$85,000).

Section 11 CONTRACTOR'S BOOKS AND RECORDS; AUDITS

11.1 Record Retention

Contractor shall maintain, in electronic form at a minimum, all records relating to the services provided in this Agreement, including, but not limited to, customer lists, billing records, and Customer Complaints for the Term, and an additional period of not less than three (3) years after the expiration or termination of this Agreement, or any longer period required by law. In addition, summaries of weight tickets identifying the disposition of waste Collected in the City shall be kept for a period of thirty (30) years.

11.2 Audits

City may conduct an audit of Contractor at any time. The scope of the audit, and auditor, will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, route maps, customer lists, billing records, weight tickets, AB 939 records and Customer complaints, Contractor's payment of fees to City and records which may be relevant in the event of an action under CERCLA or related claims, Customer service levels and Billing, fee payments, Gross Receipts, tonnage, verification of weightings of cost components used in the rate adjustment formula described in Section 9.2, and verification of Contractor's diversion rate. The first audit, to be performed during 2017, will be based on the Contractor's reports and records for calendar year 2016. Audits will be performed every other year thereafter (the biennial audit). Contractor shall reimburse to the City the cost of such audits (including audits conducted by City staff) up to \$30,000 for each audit in 2017 dollars. Should an audit conducted or authorized by the City disclose that fees payable by Contractor were underpaid by two percent (2%) or more, that tonnage was under/over-reported by 2% or more, or that more than two percent (2%) of the Customers were inaccurately billed based on the auditor's sampling, for the period under review, City may expand the scope of the audit and recover additional audit costs from the Contractor.

11.3 Overpayment or Underpayment

Should any examination or audit of Contractor's records reveal an overpayment or underpayment by Contractor to City, the amount of underpayment, plus interest compounded monthly at the maximum lawful rate, shall be paid by Contractor to City

within thirty (30) days. The principal amount of any overpayment shall be paid by City to Contractor within sixty (60) days.

Section 12 MINIMUM DIVERSION REQUIREMENTS

12.1 Minimum Diversion Requirement

Contractor shall achieve a guaranteed minimum diversion rate, calculated on an annual basis as of the end of each calendar year. The minimum guaranteed diversions rate shall be forty eight percent (48%). Contractor shall achieve the minimum diversion rate by December 31, 2018 and each calendar year thereafter during the Term. The minimum annual diversion rate shall be calculated as “the tons of materials Collected by Contractor pursuant to this Agreement that are sold or delivered to a processing facility, composting facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of materials Collected under this Agreement by Contractor in each calendar year.”

Upon the request of either party, not more often than once every two (2) years, the parties agree to meet and confer, and negotiate in good faith, regarding adjustments to the minimum diversion requirement, based on waste characterization data provided by Contractor, trends in source reduction, the availability of permitted facilities that are capable of processing material to achieve the required levels of diversion, the availability of markets, transportation constraints, embargoes, and the impact of scavenging.

12.2 Failure to Meet Minimum Diversion Requirement

Contractor’s failure to meet the minimum diversion requirements set forth above in Section 12.1 may result in the termination of this Agreement or the imposition of liquidated damages. In determining whether or not to assess liquidated damages or terminate the Agreement, the City will consider the good faith efforts put forth by the Contractor to meet the minimum diversion requirements. This consideration will include the methods and level of effort of the Contractor to fully implement the public education and diversion plans and included in this Agreement.

Section 13 REPORTS AND OTHER INFORMATION

13.1 Reports - General

Contractor shall submit to the City reports and other information that the City may reasonably request or require. Reports and information shall be submitted in a format and schedule acceptable to City.

13.2 Quarterly Reports

Contractor shall provide Quarterly reports within thirty (30) days of the end of each calendar quarter. Quarterly Reports shall include, but not be limited to, the following:

1. The number and type (refuse, recyclables, organics, etc.) of tons Collected during the quarter, and the processing or disposal facilities to which they were delivered.
2. The Contractor's quarterly diversion rate calculated pursuant to Section 12.1.
3. The number of customers participating in each of the Contractor's special Collection and Recycling programs including: Bulky item collection, Bin Recycling, ABOP Collection, Door-to-door HHW Collection (if applicable), Commercial Organics Collection (if applicable).
4. A copy of the customer service log, including a summary of the type and number of complaints, missed pickups, and non-collection notices and their resolution.
5. A brief description of any operational issues and actions taken in response to property damage, scavenging, etc.
6. Copies of a written record of all calls related to missed pickups and responses to such calls. The number and type non-collection notices left at Customer locations.
7. A brief description of any City-sponsored special events during the quarter and the estimated amount of material Collected and Recycled.

8. Any other information reasonably requested by the City for the purpose of monitoring or administering this Agreement.

13.3 Annual Report

On or before March 31st of each year during the Term, and in conjunction with the request for a rate adjustment pursuant to Section 9.2, Contractor shall submit to City an Annual Report, for the preceding calendar year, in a form approved by the City. The Annual Report shall include, but not be limited to, a report of the previous calendar year's activities in the City, including a cumulative summary of the Quarterly Reports, the Contractor's annual diversion rate calculated pursuant to Section 12.1, information and statistics with respect to City's compliance with AB 939, Contractor's public education activities, and a tabulation and summary of Customer Complaints received by Contractor.

13.4 Reporting of Adverse Information

Contractor shall promptly report to City any adverse information relating to Contractor's performance of services pursuant to this Agreement. Adverse information shall include, but not be limited to, reports, lawsuits, warnings, notifications, notices of violation, communications or other material, submitted by Contractor to, or received by Contractor from, the South Coast Air Quality Management District, the Regional Water Quality Control Board, the Los Angeles County Local Enforcement Agency, the United States or California Environmental Protection Agency, the Securities and Exchange Commission or any other federal, state or local agency or court. Upon request by City, Contractor shall provide City with electronic copies of any documents related to adverse information.

13.5 Failure to Report

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement and shall subject Contractor to all remedies which are available to the City under the Agreement or otherwise, provided, that the City must follow the procedures for dispute resolution found in Section 17 of this Agreement before declaring any such material breach.

Section 14 INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

14.1 Indemnification of City

Contractor shall defend, indemnify and hold harmless, to the fullest extent allowed by law, City, its officers, officials, employees, volunteers agents and assignees, from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the performance of the Contractor, it agents, employees, contractors, and/or subcontractors, of its obligations under this Agreement; (ii) the exercise of the Contractor, it agents, employees, contractors, and/or subcontractors, of any privileges conferred by this Agreement; and (iii) the failure of the Contractor, it agents, employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit, injury, death or damage is also caused in part by the City, its officers, officials, employees, volunteers, agents or assignees. This provision shall survive the expiration of the Term of this Agreement, for claims arising prior to the expiration of the Term of this Agreement.

Contractor waives any and all rights of any type to express or implied indemnity against the City, its officers, officials, employees, volunteers, and agents for any third party claims against Contractor.

14.2 Hazardous Substances Indemnification

Contractor shall indemnify, defend (with counsel reasonably selected by City), protect and hold harmless City from and against all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, causes of action, interest, and expenses (including but not limited to reasonable attorney's and expert's fees) of any kind whatsoever paid, incurred, suffered or incurred by or against City resulting from any repair, cleanup, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (hereinafter "CERCLA"), the California

Health and Safety Code (hereinafter "H&S Code") or other similar federal, state or local law or regulation, with respect to Solid Waste Collected, transported and disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the H & S Code to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, the H & S Code or other similar federal, state or local law or regulation.

14.3 AB 939 Indemnification

In addition to its duties pursuant to Section 12, Contractor shall protect, defend, indemnify and hold City harmless against any and all fines or penalties imposed by Cal Recycle in the event the diversion, source reduction and Diversion goals of AB 939 are not met by the City of Calabasas with respect to the Collected waste stream covered by this Agreement as a result of Contractor's failure to perform under this Agreement.

14.4 Insurance

14.4.1. General Requirements

Contractor shall obtain and maintain in full force and effect throughout the entire Term of this Agreement insurance coverage of no less than the coverage and limits of insurance detailed in this Section.

14.4.2. Coverage and Limits

Insurance coverage shall include the following policies and minimum coverage amounts:

General Liability – A broad form comprehensive general liability policy with a minimum limit of ten million dollars (\$10,000,000.00) aggregate and five million dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage which may arise from operations, performed pursuant to this Agreement.

Automobile Liability – An auto liability policy with a minimum limit of ten million dollars (\$10,000,000.00) aggregate and five million dollars (\$5,000,000.00) per occurrence for bodily injury and property damage (include coverage for Hired and Non-owned vehicles) which may arise from operations, performed pursuant to this Agreement.

Environmental Liability – An environmental liability policy (or an endorsement to its general liability policy) covering environmental pollution and contamination. Said

coverage shall be in the amount of not less than five million dollars (\$5,000,000.00) per occurrence, and five million dollars (\$5,000,000.00) in the aggregate for on-site, under-site, or off-site bodily injury and property damage and regulatory fines as a result of pollution conditions which may arise from operations, performed pursuant to this Agreement.

Workers' Compensation and Employers' Liability – A workers compensation policy with limits as required by the Labor Code of the State of California, and an employer's liability policy with a limit of one million dollars (\$1,000,000.00).

14.4.3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a) The City of Calabasas, its elective and appointive boards, commissions, officials, employees, contractors, agents and volunteers are to be named as additional insureds on each of the policies and policy endorsements as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; Premises owned, leased or used by Contractor; or vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Calabasas, its elective and appointive boards, commissions, officials, employees, contractors, agents or volunteers.
 - b) The insurance required by this Agreement shall be with insurer carriers that are rated by Best as A- or better, and admitted to write insurance by the State of California. The insurance required by this Agreement is in addition to, and not in lieu or limitation of, the indemnification provisions above in Sections 14.1, 14.2 and 14.3.
 - c) This policy shall be considered primary insurance as respects any other valid and collectible insurance the City of Calabasas may possess including any self-insured retention the City of Calabasas

may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it.

- d) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Calabasas, its officials, elective and appointive boards, commissions, employees, agents or volunteers.
 - e) This policy shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against the City of Calabasas, its officials, elective or appointed officials, commissions, employees, agents and volunteers for losses arising from any work performed by the named insured for the City.
3. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party for whatever reason except after thirty (30) days' prior written notice (ten (10) days in the event of termination for non-payment) by certified mail, return receipt requested, has been given to City of Calabasas. Such notice shall be sent to the City Manager, City Attorney and City Clerk.

14.5 Evidence of Insurance Coverage; Insurance Repository

Contemporaneously with the execution of this Agreement, Contractor shall file certificates and/or endorsements of insurance evidencing the above-required insurance coverage with the City Clerk. From time to time thereafter, Contractor shall provide substitute certificates or endorsements at least thirty (30) days prior to any changes in coverage or limits, or a change in the carrier. In addition, City shall have the right of inspection of all insurance policies required by this Agreement. Contractor shall establish an insurance policy repository and to maintain copies of insurance policies required pursuant to this Agreement for thirty (30) years after the end of the Term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City's Risk Manager and City Attorney before destroying copies of

such policies, and Contractor shall provide copies or originals of such policies to City. This provision shall survive the expiration of the Term of this Agreement.

14.6 Performance Bond

Prior to the Effective Date, Contractor shall file with the City a bond, payable to the City, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be seven hundred fifty thousand dollars (\$750,000.00).

The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition that is satisfactory to the City. The bond shall be in the form as the attached Exhibit F.

14.7 Forfeiture of Performance Bond

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion, or all, of the performance bond to be forfeited to City. The amount to be forfeited shall be the amount that is necessary to recompense and make whole the City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within thirty (30) days of the City's declaration. Failure to restore the performance bond to its full amount within thirty (30) days shall be a material breach of this Agreement.

In the event the City draws on the bonds, all of City's costs of collection and enforcement of the provisions relating to the bonds called for by this Section, including reasonable attorneys' fees and costs, shall be paid by Contractor. Any decision or order of City under this Section 14.7 may be appealed by Contractor through the dispute resolution procedures provided by Section 17 of this Agreement.

Section 15 EMERGENCY SERVICE

15.1 Preparedness

Upon request, Contractor shall provide its management expertise and contribute to City's emergency preparedness planning efforts. Upon request, Contractor shall furnish up to four (4) rolloff storage containers to store materials and supplies to be used in the event of an emergency. These storage containers may be placed at public schools, at City Hall or other locations in the City designated by the City Manager.

15.2 Assistance with Disaster Recovery

In the event of any natural or man-caused emergency or disaster, Contractor shall collect and dispose of Solid Waste resulting from the emergency or disaster. Contractor shall help City and Customers recover from the disaster in a prompt and cost-effective manner.

15.3 Personnel and Equipment Normally Assigned to City

Contractor shall provide the Collection equipment and personnel normally assigned to the City for the number of Work Days that that equipment and personnel typically work in the City at no additional charge.

15.4 Additional Costs

If the emergency or disaster requires the Contractor to rent additional equipment, employ additional personnel, or work existing personnel overtime to collect additional Solid Waste resulting from the event, Contractor shall receive additional compensation, above its normal compensation in this Agreement, to reimburse Contractor for its additional costs. The Contractor's additional costs shall be based on the incremental amount of tons of Solid Waste resulting from the event, and the additional amount of labor and equipment used by Contractor to collect Solid Waste resulting from the event. For its additional labor and equipment, City shall reimburse Contractor based on the emergency service rates shown in Exhibit A and Exhibit B. Prior to incurring any such additional costs, Contractor shall obtain City's written authorization to incur such costs.

15.5 City-wide Effort to Manage Disaster Debris

In the event that the City decides to oversee a coordinated effort to manage the Collection and Recycling of disaster-related Solid Waste on a city-wide basis, Contractor shall provide City with its management expertise, including a full time recycling coordinator with the background, knowledge and capability to assist in such an effort. Contractor shall provide this individual at no additional cost to City or its Customers.

15.6 Record Keeping and Reimbursement

Contractor shall assist the City and Customers in obtaining any applicable disaster reimbursement and/or insurance claims by providing accurate records regarding the cost of services it provided during the aftermath of the disaster, and the amount of Solid Waste resulting from the disaster.

Section 16 LIQUIDATED DAMAGES

The City and Contractor acknowledge that consistent and reliable Collection Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service in awarding this Agreement to Contractor. The City and Contractor further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The City and Contractor further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City, and City's residents and businesses will suffer damages and that it would be impractical and extremely difficult to ascertain and determine the exact amount of damages.

Therefore, without prejudice to City's right to treat such non-performance as an event of default under Section 17, and in accordance with Civil Code Section 1671 and Government Code Section 53069.85, the City and Contractor agree that the liquidated damages amount defined in this Section represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to City, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. The City and Contractor each confirm the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Contractor shall pay (as liquidated damages and not as penalty) the amounts shown in Table 5 on the following page.

Table 5 - Liquidated Damages

Item	Amount
a. Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$50.00 per incident per Customer.
b. Failure to clean up spillage or litter caused by Contractor.	\$100.00 per incident per location.
c. Failure to repair damage to customer property caused by Contractor or its personnel.	\$500.00 per incident per location.
d. Failure to maintain equipment in a clean, safe, and sanitary manner	\$500.00 per incident per day.
e. Failure to have a vehicle operator properly licensed.	\$1,000.00 per incident per day.
f. Failure to maintain office hours as required by this Agreement.	\$100.00 per incident per day.
g. Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$100.00 per incident per day.
h. Failure to properly cover materials in Collection vehicles.	\$50.00 per incident.
i. Failure to comply with the hours of operation as required by this Agreement.	\$100.00 per incident per day.
j. Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.	\$500.00 for each route not completed.
k. Commingling Solid Waste with Recyclable Materials.	\$50.00 per incident.
l. Commingling of materials Collected inside and outside the City of Calabasas.	\$100.00 per incident.
m. Failure to repair or replace damaged carts within the time required by this Agreement.	\$50.00 per incident per day.
n. Failure to deliver or exchange carts within the time required by this Agreement.	\$50.00 per incident per day.
o. Failure to have Contractor personnel in proper uniform.	\$50.00 per incident per day.
p. Failure to provide required communications equipment.	\$50.00 per incident per day.
q. Failure to deliver any Collected materials to the City approved Disposal Site, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$100.00 first failure \$250.00 each subsequent failure.
r. Failure to meet vehicle noise requirements.	\$100.00 per incident per day.
s. Failure to meet the alternative fuel vehicle requirements	\$250.00 per incident per day
t. Failure to meet guaranteed minimum diversion rate pursuant to 12.1 on an annual basis.	\$10,000.00 first failure \$15,000.00 each subsequent failure

Section 17 ADMINISTRATIVE REMEDIES; TERMINATION

17.1 Review; Notice; Response; Resolution; Appeal

17.1.1. Review of Contractor's Performance

At any time during the Term of this Agreement, City may review the Quarterly or Annual Reports, and other available information, and may hold a public hearing to determine whether Contractor's performance is satisfactory, and whether to take any action the City deems in its best interest, including taking any action against the Contractor, or making changes to the Agreement.

The reports required by this Agreement shall be utilized as the primary basis for such a review. In addition, any Customer comments or Complaints and any other relevant information may be considered. A Contractor representative shall be entitled to be present and may participate at any public hearing held by City to review Contractor's performance.

17.1.2. Notice of Deficiencies; Response

If City Manager determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for diversion, source reduction and recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or disposal of solid and hazardous waste, the City Manager may advise Contractor in writing of such suspected deficiencies, specifying the deficiency in reasonable detail. The City Manager, in any written Notification of Deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall respond to the written Notification of Deficiencies within thirty (30) days from the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. City shall approve reasonable requests for additional time.

17.1.3. Review by City Manager; Notice of Appeal

The City Manager shall review any written response from Contractor and decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. The City Manager shall promptly inform Contractor, of the City Manager's decision. In the event the decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered. An adverse decision by the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and City Attorney) within 30 days of receipt of the notification of the adverse decision by the City Manager.

In any "Notice of Appeal" Contractor shall state its factual contentions and include any relevant affidavits, documents, photographs and videotapes which Contractor may choose to submit. In addition, Contractor shall include all of its legal contentions, citing provisions of the Agreement or other laws to support its contentions.

17.1.4. Review by City Manager; Appeal

Within thirty (30) days of receipt by the City Clerk of a Notice of Appeal, the City Manager shall decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement; and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. In addition to the foregoing actions, the City Manager may refer the matter to the City Council for proceedings in accordance with Section 17.1.5 and Section 17.1.6, below. The City Manager shall promptly inform Contractor of the City Manager's decision. In the event the City Manager's decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered.

An adverse decision by the City Manager shall be final and conclusive unless Contractor files a "Notice of Appeal to the City Council" with the City Clerk (and serves a copy, by mail, on the City Manager and the City Attorney) within 10 calendar days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" shall state the factual basis and all legal contentions and shall include all relevant evidence, including affidavits, documents, photographs and videotapes, which Contractor may choose to submit.

17.1.5. City Council Hearing

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council will set the matter for an administrative hearing and act on the matter. If the City Council elects to hear the matter, the City Clerk shall give Contractor fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

1. A Staff Report by the City Manager, summarizing the proceedings to date and outlining the City Council's options.
2. The City Manager's written Notification of Deficiencies;
3. Contractor's response to the Notification of Deficiencies;
4. The City Manager's written notification to Contractor of adverse decision;
5. Contractor's Notice of Appeal
6. The City Manager's written notification to Contractor of adverse decision; and
7. The Notice of Appeal to the City Council.

No new legal issues may be raised or new evidence submitted by Contractor or City at this or at any further point in the proceedings, absent a showing of good cause. Contractor's representatives and other interested persons shall have a reasonable opportunity to be heard.

17.1.6. City Council Determination

Based on the administrative record, the Council shall determine by resolution whether the decision or order of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City Manager. If, based upon the administrative record, the City Council determines that the performance of Contractor is in breach of any term of this Agreement or any provision of any applicable

federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The City Council may not terminate the Agreement unless it determines that Contractor is in material breach of a material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation. Contractor's performance under the Agreement is not excused during the period of time prior to a final determination as to whether or not Contractor performance is in material breach of this Agreement, or the time set by City for Contractor to discontinue a portion or all of its services pursuant to this Agreement. The decision or order of the City Council shall be final and conclusive. Contractor has the right to seek judicial review from an appropriate court solely as indicated in Section 17.4. With the exception of draws on the Cash Bond, the execution of any of City's remedies under this Section shall be stayed until Contractor has exhausted its appeals under Section 17.1.5 of this Agreement.

17.2 Reservation of Rights by City

Subject to Contractor's rights and exhaustion of its appeals under this Section 17, City further reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

4. If Contractor practices, or attempts to practice, any fraud or deceit upon the City, or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations which preceded the execution of this Agreement;

5. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding;

6. If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, Cash and Performance Bonds as required by this Agreement;

7. If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered;

8. If Contractor ceases to provide Collection service as required under this Agreement over a substantial portion of the area of the City of Calabasas for a period of two (2) calendar days or more, for any reason within the control of Contractor;

9. If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;

10. Any other act or omission by Contractor which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notification of Deficiencies or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

17.3 Cumulative Rights

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

17.4 Appeal To Judicial Court; Hearing Procedures

Either party to this Agreement at any time after exhaustion of administrative remedies, if applicable, and following the appeal procedure set forth in this Section 17, if applicable, may appeal a disputed matter to the appropriate Judicial Court having Jurisdiction pursuant to California Code of Civil Procedure section 1094.5. The venue of any proceeding in this Agreement shall be as indicated in Section 20.4.

Section 18 FAILURE TO PERFORM

Should Contractor for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 20.1, "Force Majeure," below, refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, solid waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right to contract with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor is obligated to Collect and transport pursuant to this Agreement.

City shall provide twenty-four (24) hours prior written notice to Contractor during the period of such emergency, before contracting with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor would otherwise Collect and transport pursuant to this Agreement, for the duration of period during which Contractor is unable to provide such services. In such event, Contractor shall identify sources from which such substitute solid waste services are immediately available, and shall reimburse City for all of City's expenses for such substitute services during period in which Contractor is unable to provide Collection and transportation services required by this Agreement.

Section 19 TRANSFER OR ASSIGNMENT

The rights granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned (collectively "transferred"), nor shall any of the rights or privileges in this Agreement be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of Contractor or by operation of law, without the prior written consent of the City expressed by resolution. Any attempt to do any of the foregoing with respect to any of the rights in this Agreement without the consent of City shall be void. For purposes of this Agreement, any dissolution, merger, consolidation, change in control or other reorganization of Contractor shall be deemed an assignment of this Agreement. For purposes of this Section, a change of corporate name and a transfer to an entity under common control or ownership of Contractor shall not be deemed a transfer of rights.

The decision to consent to any assignment shall be in the sole discretion of the City Manager, as approved by Resolution adopted by the City's City Council.

Any application for a transfer of rights shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in an amount equal to fifty thousand dollars (\$50,000.00). The transfer fee shall be paid by Contractor or Contractor's assignee upon any such transfer of this Agreement. If City does not receive the transfer fee within thirty (30) days of the transfer date, City shall have the right to terminate this Agreement. The City, in its sole discretion, may waive all or any portion of the transfer fee.

Each and all of the provisions, agreements, terms, covenants, and obligations in this Agreement to be performed by Contractor shall be binding upon any transferee.

Section 20 GENERAL PROVISIONS

20.1 Force Majeure

Contractor shall not be in default under this Agreement in the event that the Collection, transportation and/or disposal services of Contractor are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Calabasas; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires (including brushfires); strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Contractor. "Other catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence. In the event a labor disturbance interrupts Collection and transportation of Solid Waste, and/or disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Section 17 of this Agreement.

20.2 Independent Status

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the disposal of hazardous substances. Contractor nor its officers, employees, agents or sub-contractors shall obtain any rights to retirement or other benefits, which accrue to City employees.

20.3 Compliance with Laws and Regulations

Contractor shall comply with all applicable laws and implementing regulations of the federal and state government, as they, from time to time, may be amended, specifically including, but not limited to, RCRA, CERCLA, and AB 939; and, all applicable ordinances of the City.

20.4 Law to Govern; Venue

The law of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts of laws. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

20.5 Amendments

All amendments to this Agreement shall be in writing, duly executed by the parties. Purported oral amendments shall be void and of no force or effect.

20.6 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:	City Manager City of Calabasas 100 Civic Center Way Calabasas, CA 91302
Copy to:	Director of Public Works City of Calabasas 100 Civic Center Way Calabasas, CA 91302
Copy to:	City Attorney City of Calabasas 100 Civic Center Way Calabasas, CA 91302
To Contractor:	Director of Operations G. I. Industries 195 W. Los Angeles Ave. Simi Valley, California 93065

Copy to: Waste Management – Southern California Area
9081 Tujunga Avenue
Sun Valley CA 91352
Attention: Legal Counsel

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, upon the date of the return receipt.

20.7 Savings Clause and Entirety

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

20.8 Attorney's Fees

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies in this Agreement or the enforcement of any of the terms, conditions, or provisions in this Agreement.

20.9 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced in this Agreement and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

WITNESS the execution of this Agreement on the day and year written below.

CITY OF CALABASAS

By: _____
Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC, City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

CONTRACTOR

G. I. Industries

By: _____

Exhibit A
Rate Schedule – Cart Collection Services

Service Description	Monthly Rates		
	Basic	Condo	Valet
Standard Services:			
32 gallon refuse cart	\$16.73	\$13.15	\$34.82
64 gallon refuse cart	\$24.61	\$21.04	\$42.73
96 gallon refuse cart	\$29.88	\$26.29	\$47.97
Extra Carts:			
Extra 64 gallon refuse cart	\$5.27	\$5.27	\$11.48
Extra 96 gallon refuse cart	\$8.42	\$8.42	\$14.75
Extra 96 gallon recycling cart	N/Charge	N/Charge	N/Charge
Extra 96 gallon organics cart	N/Charge	N/Charge	N/Charge
Other Services:			
Bulky Item Pickup Charge for bulky pickups in excess of three (3) per calendar year (per pickup)			\$25.00
Bulky Item Unit Charge (per item)			\$15.00
Cart exchange fee (per cart)			\$20.00
Food Waste Pail			\$10.00
Cart replacement fee (per cart)			\$60.00
Stop Service – restart fee			\$20.00
Emergency Service Hourly Rate – Sideloader with Driver			\$125.00

Exhibit B
Rate Schedule – Regular Bin and Rolloff Collection Service

Monthly Rates for Regular Bin Collection Service						
Bin Size	Pickups per Week					
	1	2	3	4	5	6
2 yard	\$77.87	\$143.29	\$214.93	\$286.56	\$358.21	\$429.86
3 yard	\$85.08	\$156.53	\$234.79	\$313.45	\$391.33	\$469.62
4 yard	\$92.27	\$169.77	\$251.72	\$339.55	\$424.43	\$509.32
6 yard	\$106.67	\$196.27	\$294.40	\$392.54	\$490.62	\$588.71
Extra Services:						
Extra Pickup – 2 yard			55% of once per week rate			
Extra Pickup – 3 yard			50% of once per week rate			
Extra Pickup – 4 yard			45% of once per week rate			
Extra Pickup – 6 yard			40% of once per week rate			
Bin with Lock (per bin per pickup)			\$10.00			
Bulky Item Pickup Charge for bulky pickups in excess of three (3) per calendar year (per pickup)			\$25.00			
Bulky Item Unit Charge (per item)			\$15.00			
Emergency Service Hourly Rate – Front-loader with Driver			\$125.00			

Rates for Regular Rolloff Collection Service	
Service Description	Rate
Regular Rolloff Rates:	
Load Charge (rate per load)	\$176.87
Tipping Fee (rate per ton)	\$43.32
Delivery (1/2 of proposed Load Charge)	
Dry Run (1/2 of proposed Load Charge)	
Emergency Service Hourly Rate – Rolloff truck with Driver	\$100.00

Exhibit B-1
Rate Schedule – Commercial Organics Collection

Monthly Rates for Regular Bin Collection Service						
Bin Size	Pickups per Week					
	1	2	3	4	5	6
64 gallon	\$48.34	\$60.84	\$73.34	\$85.84	\$98.34	\$110.84
96 gallon	\$52.50	\$73.34	\$90.01	\$110.84	\$131.68	\$152.51
2 yard	\$129.34	\$258.67	\$388.00	\$517.33	\$646.67	\$776.00
3 yard	\$163.16	\$326.33	\$489.49	\$652.66	\$815.82	\$978.99

Exhibit C

Rate Adjustment Example

Table 1 – Calculation of Service Component

CPI - December 2013	239.9
CPI – December 2014	240.5
Percent change in CPI	0.3%

Table 2 – Calculation of Fuel Component

PPI – December 2013	112.6
PPI – December 2014	126.3
Percent change in PPI	12.2%

Table 3 – Calculation of Disposal Component

Next prior year tipping fee - 12 month average	\$46.00
Prior year tipping fee - 12 month average	\$49.00
Percent change in tipping fee	6.5%

Table 4 – Calculation of Rate Adjustment Percentage

Rate Component	Relative Weight	Adjustment Factor	Weighted Adjustment Percentage
Service	65%	0.3%	0.2%
Fuel	5%	12.2%	0.6%
Disposal	30%	6.5%	2.0%
Weighted Rate Adjustment Percentage			2.8%

Exhibit D
Bus Stop Containers

No.	Location	Frequency
1	Mulholland Hwy @ Freedom Drive - Southbound; Southwest of Intersection	1x/wk
2	Mulholland Hwy @ Eddingham - Westbound; West of Intersection	1x/wk
3	Mulholland Hwy @ Calabasas High School - Westbound	1x/wk
4	23777 Mulholland Hwy @ Calabasas Village - Southbound	1x/wk
5	Mulholland Hwy @ Viewpoint School - Northbound	1x/wk
6	Mulholland Hwy @ Paul Revere - Southbound; North of Intersection	1x/wk
7	Mulholland Hwy @ Paul Revere - Northbound; North of Intersection	1x/wk
8	Old Topanga Cyn @ Calabasas High School - Northbound	1x/wk
9	Old Topanga Cyn @ Wrencrest - Northbound; Northeast of Intersection	1x/wk
10	Old Topanga Cyn @ Palmdrive - Southbound; NW of Intersection	1x/wk
11	Park Sorrento @ Park Ora - Northbound; 350 ft. North of Intersection	1x/wk
12	Park Sorrento @ Park Ora - Southbound; 350 ft. North of Intersection	1x/wk
13	Civic Center Way @ Park Sorrento - Westbound ; West of Intersection	1x/wk
14	Parkway Calabasas @ Camino Portal - Eastbound; East of Intersection	1x/wk
15	Parkway Calabasas @ Paseo Primario - Northbound; Northeast of Intersection	1x/wk
16	Mureau Rd @ Las Virgenes - Eastbound; 200 ft. East of Intersection	1x/wk
17	5736 Las Virgenes Road - Northbound	2x/wk
18	Las Virgenes Rd. @ Mont Calabasas Rd. - Southbound	2x/wk
19	Thousand Oaks Blvd @ Ruthwood Dr. - Westbound (East of Intersection)	1x/wk
20	Parkmor Rd. @ Adamor Rd. - Northbound	2x/wk
21	Thousand Oaks Blvd @ Las Virgenes Rd. - Westbound; 100 ft. E. of Intersection	1x/wk
22	Las Virgenes Rd. @ Parkmor Rd - Northbound; Northeast of Intersection	2x/wk
23	Las Virgenes Rd. @ Thousand Oaks Blvd - Southbound; SW of Intersection	2x/wk
24	Las Virgenes Rd. @ Shell Gas Station - Southbound	2x/wk
25	Las Virgenes Rd. @ A.E. Wright School - Southbound	2x/wk
26	Meadow Creek Lane @ Oleander Ct. Southbound; Southwest of Intersection	1x/wk
27	Lost Hills Rd @ De Anza Park - Southbound	1x/wk
28	Agoura Rd @ Las Virgenes Rd. - Westbound; 120 ft. West of Intersection	2x/wk
29	Agoura Rd @ Las Virgenes Rd - Eastbound; 250 ft. West of Intersection	2x/wk
30	Agoura Rd @ 26653 (Company Café) - Westbound	2x/wk
31	Agoura Rd @ Lost Hills Rd - Westbound; East of Intersection	2x/wk
32	Agoura Rd. @ Lost Hills Rd. - Eastbound; East of Intersection	2x/wk
33	Agoura Rd @ Malibu Hills - Westbound	2x/wk
34	Agoura Rd @ Malibu Hills - Eastbound; By Sheriff Station	2x/wk
35	27040 Malibu Hills Rd (Community Center) - Southbound	2x/wk
36	26660 Agoura Rd (Tech Center) - Eastbound	2x/wk
37	Las Virgenes Rd. @ 101 South Onramp - Northbound	2x/wk

Exhibit E
Sidewalk Litter Containers

No.	Location	Frequency
1	Parkway Calabasas @ Calabasas Road - Southbound	1x/wk
2	24005 Calabasas Road (Lovi's) - Westbound	1x/wk
3	23741 Calabasas Road - (Between Babies R Us and Chase Bank) - Westbound	1x/wk
4	Park Granada @ Calabasas Road - Northbound ; South of Intersection	1x/wk
5	Park Granada @ Calabasas Road - Southbound; 200 ft. South of Intersection	1x/wk
6	Park Granada @ Park Capri - Westbound	1x/wk
7	Park Granada @ Park Capri - Eastbound	1x/wk
8	Park Granada @ Parkway Calabasas - Westbound	1x/wk
9	Park Granada @ Parkway Calabasas - Eastbound	1x/wk

Exhibit F

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, [Contractor] a California Corporation, as PRINCIPAL, and _____, a Corporation organized and doing business by virtue of the laws of the State of California, and authorized for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to the City of Calabasas, a municipal corporation of the State of California, hereinafter called OBLIGEE, in the penal sum of \$ _____ lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract on _____, 2015, entitled " _____ COLLECTION SERVICES AGREEMENT" with the OBLIGEE, to do and perform the following work, to wit: Collect Solid Waste, Recyclable Materials, and Organic Materials and deliver such material for processing at the approved facilities that are generated within the City of Calabasas, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this ____ day of _____, 2014.

By:
(PRINCIPAL)

By:
(SURETY)

**City of Calabasas
Solid Waste RFP
Proposed Criteria Weightings**

Criteria	Weighting
Safety Record	28.0%
Customer Service Experience	23.0%
Financial Stability	9.0%
Technical Proposal	9.0%
Diversion Accomplishments	16.0%
Personnel	7.0%
Transition Experience / Plan	5.0%
Exceptions to Draft Agreement	3.0%
Total	100.0%



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 1, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: APPROVAL OF FINAL CONCEPT FOR ROUNDABOUT AT THOUSAND OAKS AND LAS VIRGENES

MEETING OCTOBER 14, 2015
DATE:

SUMMARY RECOMMENDATION:

The Traffic & Transportation Commission has reviewed the final concept for roundabout at Las Virgenes Road/Thousand Oaks Boulevard and is respectfully submitting this document to the City Council for recommendation of approval. Therefore, it is recommended that the City Council approve staff to complete the design and bid the project for construction of a roundabout at the intersection of Las Virgenes Road and Thousand Oaks Boulevard.

BACKGROUND:

The Las Virgenes Road/Thousand Oaks Boulevard intersection experiences delays during the morning and afternoon commute hours, and during school drop-offs in the morning. In addition, a new retail and office development, located in the northwest corner, expects to add more traffic to the intersection. As a result, the City proposes two improvement options and a no build option at this all-way stop controlled intersection. A workshop was held on March 24, 2015 at 7:00 pm at the Agoura Hills/Calabasas Community Center to introduce the various options with local residents and stakeholders, a turnout of 35 community members attended. The workshop included a presentation discussing the benefits and disadvantages of each option to mitigate the delays at this intersection. The discussion also included the approximate construction cost, the aesthetics, and levels of safety for pedestrians and others topics that arose during the question and answer (Q&A) session at the end of the presentation.

Conceptual plans were also shown illustrating the differences between the three proposed options.

The options presented were:

- 1] Intersection with traffic lights
- 2] Intersection with a roundabout
- 3] No Build

At the conclusion of the workshop, a majority of the attendees selected the roundabout option to be the best traffic control device to mitigate traffic issue as well as provide safety control at the intersection.

The Mont Calabasas Association endorses the installation of a roundabout at this intersection for traffic mitigation and intersection safety control. A copy of its support letter is attached to this report for your information and review.

DISCUSSION/ANALYSIS:

Roundabouts were installed at various locations in the City with success. The use of roundabouts has been shown to provide traffic calming and address community concerns regarding intersection safety. Roundabouts increase safety levels at the intersection because:

- Roundabouts have fewer conflicting points that eliminate hazards such as right-angle and left-turn head-on crashes,
- Increased reaction time due to low speeds associated with roundabouts.
- Safer pedestrian crossing.

Unlike a traffic signal, there is no stop necessary at any time for all approaches resulting in reduction in fuel consumption and harmful gas emissions at the intersection. Roundabout improves the aesthetics at the intersection by minimizing the introduction of poles, cabinets or other hazards to the intersection. The incorporation of landscaping in the central island and the use of material in the apron surrounding the central island that is complementing surrounding streetscape makes the roundabout more conspicuous and pleasing to the environment. The apron is designed with colored pavers to be high enough to discourage drivers from crossing over it, but low enough to allow unusually wide/long vehicles to navigate the intersection. The island provides a visual barrier across the intersection to the drivers entering it. The barrier assists entering drivers into focusing only on the traffic approaching them in the path of the circle.

The splitter islands between the entry and exit ways of the roundabout will allow the pedestrian to negotiate through points of conflict one at a time. The cut-through of the refuge island in the median is designed at an angle, to encourage pedestrians to face the oncoming traffic. There will also be pedestrian pushbuttons at each crossing leg to

activate the in-pavement warning light alerting motorists the presence of pedestrians crossing the street.

The posting of yield sign at each approach reduces confusion and dilemma that a motorist may have when entering the roundabout.

The design of this roundabout is anticipated to be completed by the end of March, 2016. The project is scheduled to start construction in late June of 2016 upon completion of current school session. The duration of the construction is projected to be 75 calendar days.

FISCAL IMPACT/SOURCE OF FUNDING:

None

REQUESTED ACTION:

That the City Council approve staff to complete the design and bid the project for construction of a roundabout at the intersection of Las Virgenes Road and Thousand Oaks Boulevard.

ATTACHMENTS:

Attachment A: Mont Calabasas Support Letter

Attachment B: Conceptual Diagram of the proposed roundabout at Las Virgenes Rd and Thousand Oaks Bl.

Ben.
FYI, file

MONT CALABASAS ASSOCIATION

June 4, 2015

Mayor Lucy Martin
Council Members, James Bozajian
Fred Gaines, Mary Sue Maurer
and David Shapiro

Dear Mayor Martin and City Council Members Bozajian, Gaines, Maurer, Shapiro:

On behalf of the Mont Calabasas Association, we would like to endorse The "Roundabout Option" for the Las Virgenes Road/Thousand Oaks Boulevard Intersection Improvement project.

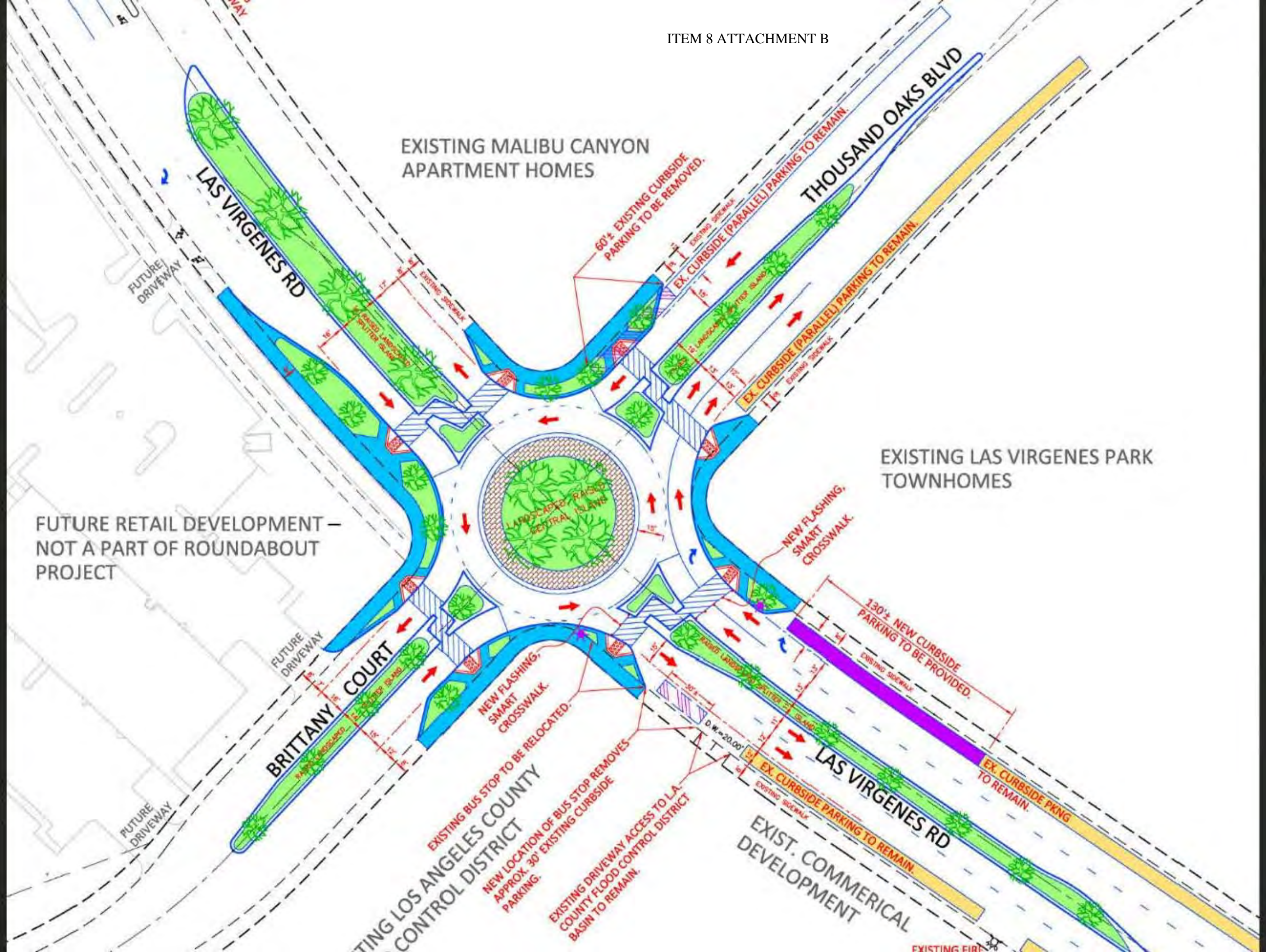
After carefully reviewing the workshop presentation, we agree that a Roundabout is the safest and most efficient option for the Las Virgenes/Thousand Oaks intersection. We also believe that a Roundabout is the most aesthetically desirable option and would upgrade the intersection as well as the surrounding neighborhood to the standards of intersections commonly found on the East side of Calabasas.

Thank you for your consideration.

Best regards,

The Mont Calabasas Board of Directors
Mark Lange, Steve Roseman, Mike Novack, Eric Setty, Alex Lyons

cc: Tony Coroalles, City Manager
Robert Yalda, Public Works Director
Pamela Lundquist, Mont Calabasas Public Affairs





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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
92581	9/9/2015	MARTIN & CHAPMAN CO.	ELECTION SERVICES	4,250.00	Administrative Services
92721	9/23/2015	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPPLEMENTS	3,343.63	Administrative Services
92811	9/30/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	555.41	Administrative Services
92598	9/9/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	135.00	Administrative Services
92773	9/30/2015	HERNANDEZ/MARICELA//	MILEAGE REIMB- CLERK MTG	87.31	Administrative Services
92604	9/10/2015	US BANK	VISA- MAIL SHOPPE	25.00	Administrative Services
92577	9/9/2015	KRDILYAN/ANNIE//	REIMB MILEAGE - AUG 15	11.50	Administrative Services
Total Amount for 7 Line Item(s) from Administrative Services				\$8,407.85	
Boards and Commissions					
92604	9/10/2015	US BANK	VISA- RALPHS	16.36	Boards and Commissions
92604	9/10/2015	US BANK	VISA- RALPHS	13.32	Boards and Commissions
Total Amount for 2 Line Item(s) from Boards and Commissions				\$29.68	
City Attorney					
92620	9/16/2015	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	19,523.60	City Attorney
92620	9/16/2015	COLANTUONO, HIGHSMITH &	2015 ANNEXATION	5,600.00	City Attorney
92568	9/9/2015	HOPKINS & CARLEY	LEGAL SERVICES	84.00	City Attorney
92620	9/16/2015	COLANTUONO, HIGHSMITH &	MISC SPECIAL COUNSEL PROJ	75.00	City Attorney
92620	9/16/2015	COLANTUONO, HIGHSMITH &	ASSESSMENTS & PROP 218	25.00	City Attorney
Total Amount for 5 Line Item(s) from City Attorney				\$25,307.60	
City Council					
92640	9/16/2015	LOGO ZOO, LLC	CITY LOGO LAPEL PINS	1,225.00	City Council
92604	9/10/2015	US BANK	VISA- LEAGUE OF CA CITIES	1,100.00	City Council
92811	9/30/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	304.06	City Council
92604	9/10/2015	US BANK	VISA- LA PAZ RESTAURANT	248.00	City Council
92675	9/16/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	191.73	City Council
92604	9/10/2015	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
92604	9/10/2015	US BANK	VISA- FRESH BROTHERS	167.09	City Council
92601	9/9/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	95.87	City Council
92549	9/9/2015	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	82.84	City Council





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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Total Amount for 9 Line Item(s) from City Council				\$3,598.59	
City Management					
92604	9/10/2015	US BANK	VISA- COMMUNITIES IN BLOOM AIB	518.62	City Management
92752	9/30/2015	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	206.29	City Management
92604	9/10/2015	US BANK	VISA- CORNELL WINERY AIB	51.60	City Management
Total Amount for 3 Line Item(s) from City Management				\$776.51	
Civic Center O&M					
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	10,897.43	Civic Center O&M
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	10,735.94	Civic Center O&M
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	10,059.15	Civic Center O&M
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	9,910.08	Civic Center O&M
92759	9/30/2015	CLIMATEC BUILDING	HVAC SERVICES	899.00	Civic Center O&M
92759	9/30/2015	CLIMATEC BUILDING	HVAC SERVICES	899.00	Civic Center O&M
92814	9/30/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	801.96	Civic Center O&M
92814	9/30/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	735.23	Civic Center O&M
92505	9/2/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	640.00	Civic Center O&M
92505	9/2/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	640.00	Civic Center O&M
92691	9/23/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
92691	9/23/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
92563	9/9/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- AUG 15	500.00	Civic Center O&M
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	472.89	Civic Center O&M
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	436.51	Civic Center O&M
92505	9/2/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	400.00	Civic Center O&M
92731	9/23/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	347.15	Civic Center O&M
92731	9/23/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	320.44	Civic Center O&M
92563	9/9/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- AUG 15	250.00	Civic Center O&M
92797	9/30/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
92797	9/30/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
92500	9/2/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	198.50	Civic Center O&M
92500	9/2/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	198.50	Civic Center O&M
92770	9/30/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	164.50	Civic Center O&M
92770	9/30/2015	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	164.49	Civic Center O&M
92505	9/2/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	108.50	Civic Center O&M



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
92505	9/2/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	108.50	Civic Center O&M
92604	9/10/2015	US BANK	VISA- EASY KEYS	27.80	Civic Center O&M
92604	9/10/2015	US BANK	VISA- DIY	27.78	Civic Center O&M
92604	9/10/2015	US BANK	VISA- DIY	27.77	Civic Center O&M
92604	9/10/2015	US BANK	VISA- WALMART	9.07	Civic Center O&M
92604	9/10/2015	US BANK	VISA- WALMART	9.07	Civic Center O&M
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3.90	Civic Center O&M
92604	9/10/2015	US BANK	VISA- RITE AID	3.81	Civic Center O&M
92604	9/10/2015	US BANK	VISA- RITE AID	3.81	Civic Center O&M
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3.60	Civic Center O&M
92604	9/10/2015	US BANK	VISA- RALPHS	1.41	Civic Center O&M
92604	9/10/2015	US BANK	VISA- RALPHS	1.41	Civic Center O&M
Total Amount for 38 Line Item(s) from Civic Center O&M				\$51,549.20	

Community Development

92516	9/2/2015	M6 CONSULTING, INC.	PLAN CHECK SERVICES	34,736.00	Community Development
92717	9/23/2015	M6 CONSULTING, INC.	ENGINEERING SERVICES	32,793.56	Community Development
92562	9/9/2015	DIGITAL MAP PRODUCTS	GIS SUBSCRPT/COMM VIEW	24,390.00	Community Development
92516	9/2/2015	M6 CONSULTING, INC.	PLAN CHECK SERVICES	24,280.67	Community Development
92579	9/9/2015	M6 CONSULTING, INC.	INSPECTION SERVICES	10,400.00	Community Development
92726	9/23/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	8,109.71	Community Development
92688	9/23/2015	CALABASAS CREST LTD	R.A.P.- OCT 2015	5,922.00	Community Development
92629	9/16/2015	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
92698	9/23/2015	ENVICOM CORPORATION	ENVIRONMENTAL CONSULTING	2,008.50	Community Development
92696	9/23/2015	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	1,979.98	Community Development
92536	9/2/2015	VALLEY CREST TREE COMPANY	LANDSCAPE MAINTENANCE	900.00	Community Development
92527	9/2/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	571.25	Community Development
92540	9/2/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	560.24	Community Development
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OKMIT	383.58	Community Development
92726	9/23/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	315.00	Community Development
92493	8/27/2015	DEPARTMENT OF CONSUMER AFFAIRS	ARCHITECT LICENSE RENEWAL	300.00	Community Development
92738	9/23/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	287.04	Community Development
92741	9/23/2015	YAZDINIAN/SUSAN//	R.A.P.- OCT 2015	201.00	Community Development
92720	9/23/2015	MILES/AUDREY//	R.A.P.- OCT 2015	201.00	Community Development
92700	9/23/2015	FLEYSHMAN/ALBERT//	R.A.P.- OCT 2015	201.00	Community Development
92718	9/23/2015	MEDVETSKY/LINA//	R.A.P.- OCT 2015	201.00	Community Development



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92706	9/23/2015	HENDERSON/LYN//	R.A.P.- OCT 2015	201.00	Community Development
92730	9/23/2015	SHAHIR/RAHIM//	R.A.P.- OCT 2015	201.00	Community Development
92540	9/2/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	151.96	Community Development
92503	9/2/2015	CYBERCOPY	COPY/PRINTING SERVICE	135.32	Community Development
92604	9/10/2015	US BANK	VISA- GBES.COM	125.00	Community Development
92811	9/30/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	108.98	Community Development
92694	9/23/2015	CYBERCOPY	COPY/PRINTING SERVICE	105.84	Community Development
92604	9/10/2015	US BANK	VISA- PLANTAG	78.90	Community Development
92503	9/2/2015	CYBERCOPY	COPY/PRINTING SERVICE	66.11	Community Development
92761	9/30/2015	CYBERCOPY	COPY/PRINTING SERVICE	62.08	Community Development
92694	9/23/2015	CYBERCOPY	COPY/PRINTING SERVICE	58.59	Community Development
92503	9/2/2015	CYBERCOPY	COPY/PRINTING SERVICE	48.23	Community Development
92503	9/2/2015	CYBERCOPY	COPY/PRINTING SERVICE	48.23	Community Development
92503	9/2/2015	CYBERCOPY	COPY/PRINTING SERVICE	48.23	Community Development
92694	9/23/2015	CYBERCOPY	COPY/PRINTING SERVICE	44.42	Community Development
92761	9/30/2015	CYBERCOPY	COPY/PRINTING SERVICE	42.24	Community Development
92503	9/2/2015	CYBERCOPY	COPY/PRINTING SERVICE	42.13	Community Development
92503	9/2/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
92503	9/2/2015	CYBERCOPY	COPY/PRINTING SERVICE	40.06	Community Development
92604	9/10/2015	US BANK	VISA- 123RF.COM	38.00	Community Development
92503	9/2/2015	CYBERCOPY	COPY/PRINTING SERVICE	37.88	Community Development
92623	9/16/2015	CYBERCOPY	COPY/PRINTING SERVICE	37.88	Community Development
92503	9/2/2015	CYBERCOPY	COPY/PRINTING SERVICE	37.17	Community Development
92761	9/30/2015	CYBERCOPY	COPY/PRINTING SERVICE	36.79	Community Development
92761	9/30/2015	CYBERCOPY	COPY/PRINTING SERVICE	31.07	Community Development
92512	9/2/2015	L.A. CO. ASSESSOR	MAPS AND POSTAGE	14.77	Community Development
Total Amount for 47 Line Item(s) from Community Development				\$154,625.32	

Community Services

92502	9/2/2015	CUSTOM PRINTING, INC.	RECREATION BROCHURE	13,854.39	Community Services
92687	9/23/2015	BROWN & BROWN FENCE CO	FENCE REPAIR	9,484.00	Community Services
92798	9/30/2015	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	4,271.75	Community Services
92778	9/30/2015	L.A. COUNTY PUBLIC HEALTH SVCS	VENDOR PERMITS- PUMPKIN FEST	3,950.00	Community Services
92513	9/2/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FIREWORKS	3,687.91	Community Services
92502	9/2/2015	CUSTOM PRINTING, INC.	POSTAGE	3,195.00	Community Services
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,088.49	Community Services



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92542	9/9/2015	A RENTAL CONNECTION	EQUIPMENT RENTAL - CONCERT	3,025.01	Community Services
92532	9/2/2015	SUPER SOCCER STARS	RECREATION INSTRUCTOR	2,581.17	Community Services
92735	9/23/2015	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	2,432.50	Community Services
92542	9/9/2015	A RENTAL CONNECTION	EQUIPMENT RENTAL - CONCERT	2,170.05	Community Services
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,075.30	Community Services
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,612.87	Community Services
92645	9/16/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - CONCERTS	1,477.59	Community Services
92604	9/10/2015	US BANK	VISA- UNITED WHOLESALE FLOOR	1,389.10	Community Services
92550	9/9/2015	BURRIS/DON//	SAVVY SENIOR PROGRAM	1,000.00	Community Services
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	938.62	Community Services
92522	9/2/2015	NICHOLSON/TRISSA//	RECREATION INSTRUCTOR	857.50	Community Services
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	747.91	Community Services
92528	9/2/2015	SECURAL SECURITY CORP	SECURITY- CONCERT	666.93	Community Services
92592	9/9/2015	SECURAL SECURITY CORP	SECURITY- CONCERT	666.93	Community Services
92604	9/10/2015	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
92676	9/16/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	529.15	Community Services
92604	9/10/2015	US BANK	VISA- UNITED WHOLESALE FLOOR	526.75	Community Services
92797	9/30/2015	SECURAL SECURITY CORP	SECURITY- FILM FEST	510.84	Community Services
92614	9/16/2015	BOWDEN/BONNIE//	ENTERTAINMENT- CONCERT	500.00	Community Services
92655	9/16/2015	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	486.00	Community Services
92797	9/30/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
92604	9/10/2015	US BANK	VISA- AGOURA PAINTS	383.14	Community Services
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- JULY4	376.00	Community Services
92674	9/16/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CONCERT	376.00	Community Services
92676	9/16/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	355.09	Community Services
92653	9/16/2015	PAY PHONES NORTH INC	PAYPHONE SERVICE-DE ANZA/GRAPE	300.00	Community Services
92604	9/10/2015	US BANK	VISA- 7 ELEVEN	280.97	Community Services
92604	9/10/2015	US BANK	VISA- AQUARIUM OF PACIFIC	259.35	Community Services
92748	9/30/2015	AT&T	TELEPHONE SERVICE	257.44	Community Services
92543	9/9/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	245.80	Community Services
92604	9/10/2015	US BANK	VISA- ROADSIDE LUMBER	245.17	Community Services
92604	9/10/2015	US BANK	VISA- SANTA BARBARA TROLLEY	236.00	Community Services
92569	9/9/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	206.72	Community Services
92687	9/23/2015	BROWN & BROWN FENCE CO	FENCE REPAIR	200.00	Community Services
92604	9/10/2015	US BANK	VISA- VISTA PAINT CORP	182.65	Community Services
92497	9/2/2015	CALIFORNIA PARK & RECREATION	MEMBERSHIP RENEWAL- J. RUBIN	170.00	Community Services
92775	9/30/2015	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2015 MONITORING- DEANZ	135.00	Community Services



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92604	9/10/2015	US BANK	VISA- TARGET	128.09	Community Services
92814	9/30/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	105.73	Community Services
92589	9/9/2015	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	100.00	Community Services
92669	9/16/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
92604	9/10/2015	US BANK	VISA- MISSION INN	100.00	Community Services
92604	9/10/2015	US BANK	VISA- PEACHJAR	100.00	Community Services
92725	9/23/2015	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
92725	9/23/2015	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
92604	9/10/2015	US BANK	VISA- MALIBU LAUNDRY	82.50	Community Services
92604	9/10/2015	US BANK	VISA- PETCO	81.72	Community Services
92604	9/10/2015	US BANK	VISA- CORNER BAKERY	72.72	Community Services
92604	9/10/2015	US BANK	VISA- DIY	71.33	Community Services
92748	9/30/2015	AT&T	TELEPHONE SERVICE	71.11	Community Services
92604	9/10/2015	US BANK	VISA- RABI INC	65.00	Community Services
92604	9/10/2015	US BANK	VISA- ROADSIDE LUMBER	63.80	Community Services
92604	9/10/2015	US BANK	VISA- ULINE	59.26	Community Services
92594	9/9/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	56.85	Community Services
92669	9/16/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	55.00	Community Services
92584	9/9/2015	MEYER/CHARLOTTE//	SAVVY SENIOR SUPPLIES	50.61	Community Services
92707	9/23/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	48.94	Community Services
92586	9/9/2015	MUNITZ/RICHARD J.//	RECREATION INSTRUCTOR	47.60	Community Services
92683	9/23/2015	ANAYA/FELIPE//	REIMB MILEAGE - AUG 15	46.57	Community Services
92604	9/10/2015	US BANK	VISA- DIY	45.09	Community Services
92604	9/10/2015	US BANK	VISA- SUBWAY	45.00	Community Services
92748	9/30/2015	AT&T	TELEPHONE SERVICE	43.64	Community Services
92604	9/10/2015	US BANK	VISA- AGOURA PAINTS	35.62	Community Services
92604	9/10/2015	US BANK	VISA- HOME DEPOT	33.66	Community Services
92604	9/10/2015	US BANK	VISA- WESTERN BAGEL	32.00	Community Services
92626	9/16/2015	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	32.00	Community Services
92596	9/9/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
92775	9/30/2015	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2015 MONITORING- CRKSD	22.50	Community Services
92802	9/30/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
92774	9/30/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	22.37	Community Services
92604	9/10/2015	US BANK	VISA- RALPHS	22.01	Community Services
92604	9/10/2015	US BANK	VISA- RALPHS	21.78	Community Services
92604	9/10/2015	US BANK	VISA- AGOURA PAINTS	21.08	Community Services
92604	9/10/2015	US BANK	VISA- FRANKLINS HARDWARE	12.49	Community Services



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92774	9/30/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	10.00	Community Services
Total Amount for 82 Line Item(s) from Community Services				\$73,134.16	
Finance					
92544	9/9/2015	ADP, INC	PAYROLL PROCESSING	3,473.57	Finance
92742	9/30/2015	ADP, INC	PAYROLL PROCESSING	3,383.28	Finance
92609	9/16/2015	ADP, INC	PAYROLL PROCESSING	1,008.70	Finance
92803	9/30/2015	UTILITY COST MANAGEMENT LLC	UTILITY TAX SERVICES	628.39	Finance
92705	9/23/2015	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	324.16	Finance
92604	9/10/2015	US BANK	VISA- AICPA	245.00	Finance
92738	9/23/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	23.95	Finance
92738	9/23/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	16.25	Finance
Total Amount for 8 Line Item(s) from Finance				\$9,103.30	
Klubhouse Preschool					
92679	9/16/2015	ZEBRA ENTERTAINMENT & EVENTS	KLUBHOUSE EVENTS	4,945.00	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	3,861.42	Klubhouse Preschool
92648	9/16/2015	OFFBEAT PRODUCTIONS	PRESCHOOL SWEATSHIRTS	1,817.55	Klubhouse Preschool
92540	9/2/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	1,381.71	Klubhouse Preschool
92655	9/16/2015	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	1,134.00	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- LAKESHORE LEARNING	1,072.83	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	748.24	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- LAKESHORE LEARNING	643.31	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- TARGET	549.84	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- COSTCO	518.69	Klubhouse Preschool
92520	9/2/2015	MINI EXPRESS/THE//	ENTERTAINMENT- SUMMER BBQ	500.00	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- SUBWAY	495.00	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- HOME DEPOT	444.25	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- LA ZOO	368.50	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- DOTERRA	364.35	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- MICHAELS	235.64	Klubhouse Preschool
92507	9/2/2015	GONZALEZ/LIDIA//	REIMBURSE STAFF DEVELOPMENT	200.00	Klubhouse Preschool
92672	9/16/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	200.00	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- AMC PROMENADE	197.34	Klubhouse Preschool
92540	9/2/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	178.49	Klubhouse Preschool



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92748	9/30/2015	AT&T	TELEPHONE SERVICE	165.94	Klubhouse Preschool
92540	9/2/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	165.24	Klubhouse Preschool
92795	9/30/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	161.28	Klubhouse Preschool
92797	9/30/2015	SECURAL SECURITY CORP	SECURITY- CREEKSIDE	156.09	Klubhouse Preschool
92793	9/30/2015	READYREFRESH BY NESTLE	WATER SERVICE	125.57	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- PARTY ON RENTAL	117.30	Klubhouse Preschool
92707	9/23/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	114.19	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- PETCO	98.03	Klubhouse Preschool
92727	9/23/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	89.88	Klubhouse Preschool
92660	9/16/2015	READYREFRESH BY NESTLE	WATER SERVICE	87.15	Klubhouse Preschool
92793	9/30/2015	READYREFRESH BY NESTLE	WATER SERVICE	87.15	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- SHELL OIL	85.00	Klubhouse Preschool
92501	9/2/2015	CKPPG	REIMBURSE- CAMP PARKING	68.00	Klubhouse Preschool
92811	9/30/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	65.16	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- HAGGENS	59.96	Klubhouse Preschool
92797	9/30/2015	SECURAL SECURITY CORP	ALARM RESPONSE- CREEKSIDE	54.00	Klubhouse Preschool
92596	9/9/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
92775	9/30/2015	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2015 MONITORING- CRKSD	52.50	Klubhouse Preschool
92802	9/30/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
92774	9/30/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	52.18	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- HOME DEPOT	44.27	Klubhouse Preschool
92660	9/16/2015	READYREFRESH BY NESTLE	WATER SERVICE	39.13	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- RALPHS	32.70	Klubhouse Preschool
92774	9/30/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	23.34	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- PETSMART	20.41	Klubhouse Preschool
92604	9/10/2015	US BANK	VISA- GELSONS MARKET	17.43	Klubhouse Preschool
Total Amount for 46 Line Item(s) from Klubhouse Preschool				\$21,943.06	

Library

92605	9/16/2015	3M	RFID WORKSTATION RENEWAL	1,140.00	Library
92630	9/16/2015	ENVISIONWARE INC	LIBRARY- SOFTWARE MAINTENANCE	942.55	Library
92658	9/16/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEPT 15	849.76	Library
92578	9/9/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- SEP 15	426.71	Library
92780	9/30/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 15	426.71	Library
92662	9/16/2015	RESEARCH TECHNOLOGY	DISC REPAIR WARRANTY	420.00	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	406.06	Library



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92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	401.49	Library
92553	9/9/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- SJN11213	338.31	Library
92661	9/16/2015	RECORDED BOOKS, LLC	BOOKS ON CD	308.83	Library
92604	9/10/2015	US BANK	VISA- COSTCO	202.62	Library
92604	9/10/2015	US BANK	VISA- ALA	195.00	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	146.30	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	121.70	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	118.36	Library
92613	9/16/2015	BAKER & TAYLOR	BOOKS-LIBRARY	114.00	Library
92760	9/30/2015	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2015	84.82	Library
92661	9/16/2015	RECORDED BOOKS, LLC	E-BOOKS	81.00	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	57.00	Library
92613	9/16/2015	BAKER & TAYLOR	BOOKS-LIBRARY	56.17	Library
92604	9/10/2015	US BANK	VISA- USPS	50.54	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	49.92	Library
92656	9/16/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	47.03	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	46.11	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	45.43	Library
92661	9/16/2015	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
92656	9/16/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	42.95	Library
92613	9/16/2015	BAKER & TAYLOR	BOOKS-LIBRARY	42.75	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	39.58	Library
92498	9/2/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- FTG80700	38.10	Library
92754	9/30/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- FTG80700	38.10	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	29.97	Library
92613	9/16/2015	BAKER & TAYLOR	BOOKS-LIBRARY	29.54	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	28.17	Library
92613	9/16/2015	BAKER & TAYLOR	BOOKS-LIBRARY	27.01	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	26.52	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.91	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.83	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.65	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.58	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.15	Library
92635	9/16/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.23	Library
92613	9/16/2015	BAKER & TAYLOR	BOOKS-LIBRARY	15.59	Library
92613	9/16/2015	BAKER & TAYLOR	BOOKS-LIBRARY	15.25	Library



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92613	9/16/2015	BAKER & TAYLOR	BOOKS-LIBRARY	14.64	Library
92661	9/16/2015	RECORDED BOOKS, LLC	E-BOOKS	-204.68	Library
Total Amount for 46 Line Item(s) from Library				\$7,429.60	

LMD #22

92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	51,569.29	LMD #22
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	31,587.63	LMD #22
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	28,163.15	LMD #22
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	16,477.55	LMD #22
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	16,017.74	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,367.25	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
92804	9/30/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	9,335.45	LMD #22
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7,812.52	LMD #22
92737	9/23/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	7,401.00	LMD #22
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	6,136.02	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,821.84	LMD #22
92751	9/30/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,405.86	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,787.08	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,529.25	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,480.33	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,409.05	LMD #22
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,238.62	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,904.83	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,762.96	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
92751	9/30/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,191.00	LMD #22
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,058.77	LMD #22
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,030.00	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,886.28	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,808.97	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,672.01	LMD #22
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,490.00	LMD #22



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92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,217.41	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,181.31	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,181.22	LMD #22
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,105.00	LMD #22
92804	9/30/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	1,073.00	LMD #22
92804	9/30/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	957.14	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	896.64	LMD #22
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	865.00	LMD #22
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	846.92	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	761.39	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	711.19	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	698.81	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	636.91	LMD #22
92548	9/9/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	576.00	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	572.58	LMD #22
92751	9/30/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	557.13	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	534.87	LMD #22
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	530.00	LMD #22
92804	9/30/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	506.94	LMD #22
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	487.64	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	454.64	LMD #22
92685	9/23/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	438.86	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	438.71	LMD #22
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	430.94	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	401.29	LMD #22
92804	9/30/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	400.00	LMD #22
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	395.00	LMD #22
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	389.30	LMD #22
92737	9/23/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	378.64	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	357.84	LMD #22
92737	9/23/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	345.69	LMD #22
92804	9/30/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	343.38	LMD #22
92685	9/23/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	340.00	LMD #22



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92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	338.56	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	332.05	LMD #22
92804	9/30/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	320.00	LMD #22
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	305.87	LMD #22
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	292.93	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	291.16	LMD #22
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	270.00	LMD #22
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	256.04	LMD #22
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	246.84	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	213.13	LMD #22
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	166.43	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	162.66	LMD #22
92804	9/30/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	147.47	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	142.83	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	139.51	LMD #22
92594	9/9/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	133.82	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	133.51	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	123.89	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	96.01	LMD #22
92548	9/9/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	95.00	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.97	LMD #22
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	87.05	LMD #22
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	84.28	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	78.12	LMD #22
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	77.49	LMD #22
92578	9/9/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- SEP 15	75.96	LMD #22
92780	9/30/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 15	75.96	LMD #22
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	74.81	LMD #22
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	68.00	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	55.09	LMD #22
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	51.14	LMD #22
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	49.46	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	46.64	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	34.98	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	32.36	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	25.94	LMD #22
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.14	LMD #22



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92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	19.24	LMD #22
92658	9/16/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEPT 15	14.00	LMD #22
92760	9/30/2015	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2015	12.70	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	10.79	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	9.91	LMD #22
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	4.96	LMD #22
Total Amount for 111 Line Item(s) from LMD #22				\$297,771.88	
<u>LMD #24</u>					
92806	9/30/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,804.57	LMD #24
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,600.09	LMD #24
92537	9/2/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,500.00	LMD #24
92806	9/30/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,416.00	LMD #24
92806	9/30/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,725.00	LMD #24
92736	9/23/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,508.00	LMD #24
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	273.47	LMD #24
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	136.01	LMD #24
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	131.67	LMD #24
92578	9/9/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- SEP 15	5.43	LMD #24
92780	9/30/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 15	5.43	LMD #24
92658	9/16/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEPT 15	1.00	LMD #24
92760	9/30/2015	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2015	0.91	LMD #24
Total Amount for 13 Line Item(s) from LMD #24				\$18,107.58	
<u>LMD #27</u>					
92736	9/23/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,258.00	LMD #27
92806	9/30/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,100.90	LMD #27
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	90.07	LMD #27
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	27.77	LMD #27
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.14	LMD #27
92578	9/9/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- SEP 15	1.36	LMD #27
92780	9/30/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 15	1.36	LMD #27
92658	9/16/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEPT 15	0.25	LMD #27
92760	9/30/2015	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2015	0.23	LMD #27



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Total Amount for 9 Line Item(s) from LMD #27				\$2,505.08	
<u>LMD #32</u>					
92806	9/30/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,820.16	LMD #32
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	27.47	LMD #32
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.96	LMD #32
92746	9/30/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	5.54	LMD #32
92578	9/9/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- SEP 15	1.36	LMD #32
92780	9/30/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 15	1.36	LMD #32
92658	9/16/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEPT 15	0.25	LMD #32
92760	9/30/2015	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2015	0.23	LMD #32
Total Amount for 8 Line Item(s) from LMD #32				\$1,881.33	
<u>LMD 22 - Common Benefit Area</u>					
92728	9/23/2015	RUIZ CONCRETE & PAVING INC.	PARKING LOT REPAIRS	36,326.67	LMD 22 - Common Benefit Area
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	36,130.25	LMD 22 - Common Benefit Area
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	25,599.77	LMD 22 - Common Benefit Area
92580	9/9/2015	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,462.33	LMD 22 - Common Benefit Area
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,741.90	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,612.13	LMD 22 - Common Benefit Area
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,887.49	LMD 22 - Common Benefit Area
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,815.00	LMD 22 - Common Benefit Area
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,249.29	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,032.92	LMD 22 - Common Benefit Area
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,640.00	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,380.83	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,326.00	LMD 22 - Common Benefit Area
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,939.35	LMD 22 - Common Benefit Area
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,859.40	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,841.66	LMD 22 - Common Benefit Area
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,775.56	LMD 22 - Common Benefit Area
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,620.00	LMD 22 - Common Benefit Area
92604	9/10/2015	US BANK	VISA- SPERLING NURSERY	1,580.50	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,546.00	LMD 22 - Common Benefit Area



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92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,497.48	LMD 22 - Common Benefit Area
92805	9/30/2015	VALLEY CREST TREE COMPANY	LANDSCAPE MAINTENANCE	1,400.00	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,386.00	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,336.02	LMD 22 - Common Benefit Area
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,330.00	LMD 22 - Common Benefit Area
92737	9/23/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,264.02	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,158.56	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,116.88	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,059.04	LMD 22 - Common Benefit Area
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,057.53	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	915.05	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	868.75	LMD 22 - Common Benefit Area
92737	9/23/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	822.36	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	812.15	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	747.79	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	704.88	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	684.77	LMD 22 - Common Benefit Area
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	597.44	LMD 22 - Common Benefit Area
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	593.00	LMD 22 - Common Benefit Area
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	570.00	LMD 22 - Common Benefit Area
92536	9/2/2015	VALLEY CREST TREE COMPANY	LANDSCAPE MAINTENANCE	500.00	LMD 22 - Common Benefit Area
92572	9/9/2015	INNOVATIVE ELECTRIC INC	ELECTRICAL REPAIR	496.81	LMD 22 - Common Benefit Area
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	450.00	LMD 22 - Common Benefit Area
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	325.46	LMD 22 - Common Benefit Area
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	318.91	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	312.90	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	301.87	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	265.89	LMD 22 - Common Benefit Area
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	209.24	LMD 22 - Common Benefit Area
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	196.04	LMD 22 - Common Benefit Area
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	189.23	LMD 22 - Common Benefit Area
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	180.09	LMD 22 - Common Benefit Area
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	165.97	LMD 22 - Common Benefit Area
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	102.00	LMD 22 - Common Benefit Area
92578	9/9/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- SEP 15	51.55	LMD 22 - Common Benefit Area
92780	9/30/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 15	51.55	LMD 22 - Common Benefit Area
92810	9/30/2015	VERIZON WIRELESS	TELEPHONE SERVICE	39.02	LMD 22 - Common Benefit Area



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92658	9/16/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEPT 15	9.50	LMD 22 - Common Benefit Area
92760	9/30/2015	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2015	8.62	LMD 22 - Common Benefit Area
Total Amount for 60 Line Item(s) from LMD 22 - Common Benefit Area				\$187,963.42	

Media Operations

92647	9/16/2015	NIC PARTNERS INC.	SMARTNET	12,623.26	Media Operations
92810	9/30/2015	VERIZON WIRELESS	TELEPHONE SERVICE	2,323.59	Media Operations
92546	9/9/2015	AT&T	TELEPHONE SERVICE	1,541.90	Media Operations
92769	9/30/2015	FRONT SIDE SOLUTIONS, INC.	AMX PROGRAM SUPPORT	1,489.09	Media Operations
92628	9/16/2015	DOERSCHEL/DARREN P.//	CONSULTANT SERVICES	1,445.00	Media Operations
92734	9/23/2015	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	1,206.22	Media Operations
92665	9/16/2015	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	1,095.00	Media Operations
92604	9/10/2015	US BANK	VISA- B&H PHOTO	969.93	Media Operations
92786	9/30/2015	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	756.00	Media Operations
92508	9/2/2015	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
92790	9/30/2015	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT CALABASAS	500.00	Media Operations
92510	9/2/2015	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
92776	9/30/2015	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
92583	9/9/2015	MEGAPATH CLOUD COMPANY	DSL SERVICE	450.30	Media Operations
92604	9/10/2015	US BANK	VISA- CONSTANT CONTACT	413.10	Media Operations
92801	9/30/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
92604	9/10/2015	US BANK	VISA- APPLE STORE	358.61	Media Operations
92801	9/30/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	269.16	Media Operations
92591	9/9/2015	SCAN - NATOA	ANNUAL MEMBERSHIP - MEDIA DEPT	150.00	Media Operations
92604	9/10/2015	US BANK	VISA- LOWES	108.97	Media Operations
92510	9/2/2015	KEY INFORMATION SYSTEMS, INC.	INSURANCE RENEWAL T-1LINE	100.00	Media Operations
92801	9/30/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	98.24	Media Operations
92670	9/16/2015	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	93.38	Media Operations
92533	9/2/2015	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	91.32	Media Operations
92811	9/30/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	81.36	Media Operations
92604	9/10/2015	US BANK	VISA- AMAZON.COM	67.95	Media Operations
92608	9/16/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92608	9/16/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92608	9/16/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92608	9/16/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92608	9/16/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92604	9/10/2015	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations



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92604	9/10/2015	US BANK	VISA- ADOBE CREATIVE	49.99	Media Operations
92494	9/2/2015	AT&T MOBILITY	TELEPHONE SERVICE	46.51	Media Operations
92749	9/30/2015	AT&T MOBILITY	TELEPHONE SERVICE	46.51	Media Operations
92604	9/10/2015	US BANK	VISA- WBSF PHOTO LAB	30.00	Media Operations
92675	9/16/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	26.67	Media Operations
92604	9/10/2015	US BANK	VISA- CANVA.COM	10.00	Media Operations
Total Amount for 37 Line Item(s) from Media Operations				\$28,826.97	

Non-Departmental

92689	9/23/2015	CALIFORNIA JPIA	ALL RISK PROPERTY INSURANCE	25,195.00	Non-Departmental
92551	9/9/2015	CALABASAS FILM FESTIVAL, INC.	2015 FILM FESTIVAL SPONSORSHIP	15,000.00	Non-Departmental
92666	9/16/2015	SOUTHERN CALIFORNIA EDISON	STREET LIGHT VALUATION	10,000.00	Non-Departmental
92571	9/9/2015	INNER-I ...SECURITY IN FOCUS	CAMERA UPGRADE	5,021.50	Non-Departmental
92646	9/16/2015	NEOFUNDS BY NEOPOST	POSTAGE	3,000.00	Non-Departmental
92797	9/30/2015	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental
92604	9/10/2015	US BANK	VISA- STORAGE ETC	1,960.00	Non-Departmental
92636	9/16/2015	IRON MOUNTAIN	STORAGE SERVICES	1,860.74	Non-Departmental
92644	9/16/2015	MARVIN E. LOPATA & ASSOCIATES	LAND APPRAISAL FEES	1,000.00	Non-Departmental
92604	9/10/2015	US BANK	VISA- COSTCO	515.29	Non-Departmental
92782	9/30/2015	A NEOPOST USA COMPANY	POSTAGE METER LEASE	451.68	Non-Departmental
92604	9/10/2015	US BANK	VISA- COSTCO	432.25	Non-Departmental
92514	9/2/2015	LEADTECH ENVIRONMENTAL INC.	ASBESTOS INSPECTIONS	395.00	Non-Departmental
92793	9/30/2015	READYREFRESH BY NESTLE	WATER SERVICE	389.23	Non-Departmental
92526	9/2/2015	READYREFRESH BY NESTLE	WATER SERVICE	317.35	Non-Departmental
92604	9/10/2015	US BANK	VISA- COFFEE WHOLESALE USA	276.15	Non-Departmental
92699	9/23/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	133.06	Non-Departmental
92622	9/16/2015	CR PRINT	BUSINESS CARDS	126.44	Non-Departmental
92631	9/16/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	100.46	Non-Departmental
92604	9/10/2015	US BANK	VISA- RALPHS	83.33	Non-Departmental
92604	9/10/2015	US BANK	VISA- KEURIG	76.44	Non-Departmental
92754	9/30/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
92506	9/2/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	35.03	Non-Departmental
92693	9/23/2015	CONEJO AWARDS	NAME BADGES	27.95	Non-Departmental
92604	9/10/2015	US BANK	VISA- AMAZON.COM	17.65	Non-Departmental
92693	9/23/2015	CONEJO AWARDS	NAME BADGES	13.98	Non-Departmental
92565	9/9/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	11.89	Non-Departmental



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92766	9/30/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	11.77	Non-Departmental
Total Amount for 28 Line Item(s) from Non-Departmental				\$69,288.29	
<u>Payroll</u>					
92658	9/16/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEPT 15	9,303.78	Payroll
92578	9/9/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- SEP 15	4,852.31	Payroll
92780	9/30/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 15	4,852.31	Payroll
92757	9/30/2015	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
92768	9/30/2015	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
92781	9/30/2015	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
92812	9/30/2015	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
92817	9/30/2015	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
92818	9/30/2015	HILL/BOB//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
92760	9/30/2015	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2015	921.59	Payroll
92684	9/23/2015	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	520.08	Payroll
92524	9/2/2015	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- SEP 15	72.00	Payroll
92722	9/23/2015	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- OCT 15	72.00	Payroll
Total Amount for 13 Line Item(s) from Payroll				\$32,987.07	
<u>Police / Fire / Safety</u>					
92713	9/23/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2015	350,150.25	Police / Fire / Safety
92713	9/23/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- AUG 2015	15,160.01	Police / Fire / Safety
92712	9/23/2015	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- AUG 2015	5,779.96	Police / Fire / Safety
92513	9/2/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,689.98	Police / Fire / Safety
92513	9/2/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	965.70	Police / Fire / Safety
Total Amount for 5 Line Item(s) from Police / Fire / Safety				\$373,745.90	
<u>Public Safety & Emergency Preparedness</u>					
92733	9/23/2015	STEIN/SCOTT//	EMERGENCY PREPAREDNESS EXPO	1,000.00	Public Safety & Emergency Preparedness
92604	9/10/2015	US BANK	VISA- WILMORE ELECTRONICS	342.90	Public Safety & Emergency Preparedness
92604	9/10/2015	US BANK	VISA- MACKAY COMMUNICATIONS	234.53	Public Safety & Emergency Preparedness
92792	9/30/2015	R P BARRICADE INC	EQUIPMENT RENTAL- EMER EXPO	170.00	Public Safety & Emergency Preparedness
92604	9/10/2015	US BANK	VISA- AED SUPERSTORE	86.99	Public Safety & Emergency Preparedness
92604	9/10/2015	US BANK	VISA- STAPLES DIRECT	47.95	Public Safety & Emergency Preparedness



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92604	9/10/2015	US BANK	VISA- ADVANCED SIGN & BANNER	38.15	Public Safety & Emergency Preparedness
Total Amount for 7 Line Item(s) from Public Safety & Emergency Preparedness				\$1,920.52	
Public Works					
92566	9/9/2015	G2 CONSTRUCTION, INC.	CATCH BASIN CURB SCREENS	254,561.00	Public Works
92791	9/30/2015	QUESTA ENGINEERING CORP.	LV CREEK RESTORATION PROJ	39,941.57	Public Works
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	22,925.73	Public Works
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	17,469.76	Public Works
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,555.13	Public Works
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,555.13	Public Works
92652	9/16/2015	PAVEMENT ENGINEERING INC	ON-CALL TESTING & INSPECTIONS	10,756.25	Public Works
92496	9/2/2015	CALIFORNIA CIVIL ENGINEERING	TRAFFIC CLEAN-UP MUL HWY	9,987.34	Public Works
92617	9/16/2015	CALIFORNIA CIVIL ENGINEERING	TRAFFIC CLEAN-UP MUL HWY	9,955.78	Public Works
92806	9/30/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,386.89	Public Works
92619	9/16/2015	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,827.34	Public Works
92619	9/16/2015	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,733.08	Public Works
92785	9/30/2015	MSW CONSULTANTS, INC	CONSULTING SERVICES	6,147.50	Public Works
92552	9/9/2015	CALIFORNIA DEPARTMENT OF	PERMIT FEE- CREEK RESTORATION	4,912.25	Public Works
92794	9/30/2015	RON'S MAINTENANCE, INC.	CATCH BASIN CLEANING SERVICE	4,011.34	Public Works
92678	9/16/2015	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	3,465.00	Public Works
92541	9/2/2015	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,750.00	Public Works
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	2,500.00	Public Works
92535	9/2/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,349.69	Public Works
92804	9/30/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,349.69	Public Works
92787	9/30/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	2,070.00	Public Works
92740	9/23/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	1,941.25	Public Works
92574	9/9/2015	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	1,888.94	Public Works
92637	9/16/2015	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	1,848.00	Public Works
92740	9/23/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	1,730.00	Public Works
92737	9/23/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,550.00	Public Works
92642	9/16/2015	M6 CONSULTING, INC.	ENGINEERING SERVICES	1,485.00	Public Works
92538	9/2/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
92673	9/16/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
92807	9/30/2015	VARELA/ADRIAN//	CONSULTING SERVICES	1,440.00	Public Works
92642	9/16/2015	M6 CONSULTING, INC.	ENGINEERING SERVICES	1,320.00	Public Works
92728	9/23/2015	RUIZ CONCRETE & PAVING INC.	PLACARD REPLACEMENT PROG	1,270.00	Public Works



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92657	9/16/2015	PRECISION CONCRETE CUTTING	STREET REPAIRS	1,194.00	Public Works
92560	9/9/2015	DE LA CRUZ/CALVIN//	CONSULTING SERVICES	1,120.00	Public Works
92697	9/23/2015	DE LA CRUZ/CALVIN//	CONSULTING SERVICES	1,120.00	Public Works
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,085.00	Public Works
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	865.00	Public Works
92804	9/30/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	824.18	Public Works
92787	9/30/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	785.00	Public Works
92787	9/30/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	750.00	Public Works
92525	9/2/2015	RAINBOW SIGNS INC	BANNERS/SIGNS	735.75	Public Works
92638	9/16/2015	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	690.00	Public Works
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	681.48	Public Works
92740	9/23/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	612.50	Public Works
92745	9/30/2015	AMERIMARK DIRECT	PROMO ITEMS-RECYCLING (SP OLY)	583.27	Public Works
92509	9/2/2015	HANBAL/MAHER//	CONSULTING SERVICES	576.56	Public Works
92788	9/30/2015	OLNEY/JAMES//	CONSULTING SERVICES	570.00	Public Works
92704	9/23/2015	HANBAL/MAHER//	CONSULTING SERVICES	567.56	Public Works
92504	9/2/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	560.00	Public Works
92772	9/30/2015	HANBAL/MAHER//	CONSULTING SERVICES	560.00	Public Works
92762	9/30/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	560.00	Public Works
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	550.00	Public Works
92788	9/30/2015	OLNEY/JAMES//	CONSULTING SERVICES	525.00	Public Works
92762	9/30/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	520.00	Public Works
92557	9/9/2015	COUNTY SANITATION DISTRICT	REFUSE FEES- JUL 2015	511.17	Public Works
92649	9/16/2015	OLNEY/JAMES//	CONSULTING SERVICES	480.00	Public Works
92624	9/16/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	470.00	Public Works
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	440.00	Public Works
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
92740	9/23/2015	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	437.50	Public Works
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
92649	9/16/2015	OLNEY/JAMES//	CONSULTING SERVICES	435.00	Public Works
92523	9/2/2015	OLNEY/JAMES//	CONSULTING SERVICES	420.00	Public Works
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	370.00	Public Works
92558	9/9/2015	CR PRINT	DOOR HANGER/FLYERS	352.07	Public Works
92740	9/23/2015	WILLDAN ASSOCIATES INC.	GRADING REVIEW	350.00	Public Works
92608	9/16/2015	ACORN NEWSPAPER	PUBLIC WORKSHOP ADVERTISING	331.76	Public Works



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92624	9/16/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	330.00	Public Works
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	325.76	Public Works
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	325.76	Public Works
92704	9/23/2015	HANBALI/MAHER//	CONSULTING SERVICES	320.00	Public Works
92587	9/9/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	315.00	Public Works
92567	9/9/2015	HANBALI/MAHER//	CONSULTING SERVICES	300.00	Public Works
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	277.00	Public Works
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	277.00	Public Works
92608	9/16/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
92740	9/23/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	262.50	Public Works
92523	9/2/2015	OLNEY/JAMES//	CONSULTING SERVICES	255.00	Public Works
92625	9/16/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	215.04	Public Works
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	210.64	Public Works
92597	9/9/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	205.56	Public Works
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	200.94	Public Works
92590	9/9/2015	REGIONAL WATER QUALITY	PERMIT FEE- CREEK RESTORATION	200.00	Public Works
92740	9/23/2015	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	175.00	Public Works
92787	9/30/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	175.00	Public Works
92625	9/16/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	174.00	Public Works
92625	9/16/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	174.00	Public Works
92625	9/16/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	174.00	Public Works
92604	9/10/2015	US BANK	VISA- HOME DEPOT	166.76	Public Works
92604	9/10/2015	US BANK	VISA- HOME DEPOT	154.55	Public Works
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	146.71	Public Works
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	125.00	Public Works
92671	9/16/2015	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	106.50	Public Works
92604	9/10/2015	US BANK	VISA- ALBERTSONS	97.20	Public Works
92740	9/23/2015	WILLDAN ASSOCIATES INC.	GRADING REVIEW	87.50	Public Works
92594	9/9/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	80.33	Public Works
92559	9/9/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	70.00	Public Works
92604	9/10/2015	US BANK	VISA- APWA	65.00	Public Works
92604	9/10/2015	US BANK	VISA- MARMALADE CAFE	57.17	Public Works
92610	9/16/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	41.61	Public Works
92695	9/23/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	40.00	Public Works
92747	9/30/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	38.70	Public Works
92810	9/30/2015	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
92747	9/30/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	27.48	Public Works



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Total Amount for 106 Line Item(s) from Public Works				\$494,454.39	
Recoverable / Refund / Liability					
92593	9/9/2015	SHINDER/MONICA//	EMPLOYEE COMPUTER LOAN	2,600.00	Recoverable / Refund / Liability
92709	9/23/2015	JONES/RICHARD//	REFUND PLANNING PERMIT	1,294.20	Recoverable / Refund / Liability
92722	9/23/2015	P&A ADMINISTRATIVE SVCS INC	FSA-DEP CARE REIMBURSEMENT	1,061.58	Recoverable / Refund / Liability
92789	9/30/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	497.58	Recoverable / Refund / Liability
92763	9/30/2015	DARRAH/VALERIE//	RECREATION REFUND	320.00	Recoverable / Refund / Liability
92716	9/23/2015	LOS ANGELES COUNTY SHERIFF	WAGE GARNISHMENT- 9/18/15	200.00	Recoverable / Refund / Liability
92641	9/16/2015	LOS ANGELES COUNTY SHERIFF	WAGE GARNISHMENT- 9/4/15	200.00	Recoverable / Refund / Liability
92701	9/23/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 9/18/15	184.62	Recoverable / Refund / Liability
92632	9/16/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 9/4/15	184.62	Recoverable / Refund / Liability
92800	9/30/2015	SULLIVAN/HEATHER//	RECREATION REFUND	180.00	Recoverable / Refund / Liability
92530	9/2/2015	SOLAR SERVICE CENTER	REFUND BUILDING PERMIT	139.20	Recoverable / Refund / Liability
92650	9/16/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	125.61	Recoverable / Refund / Liability
92753	9/30/2015	CALLAHAN/LORI//	RECREATION REFUND	118.00	Recoverable / Refund / Liability
92561	9/9/2015	DEVOR/MELISSA//	RECREATION REFUND	105.00	Recoverable / Refund / Liability
92723	9/23/2015	PARKER/DAVID//	BULDING PERMIT REFUND	102.00	Recoverable / Refund / Liability
92719	9/23/2015	MEIS/BRANDIE//	RECREATION REFUND	100.00	Recoverable / Refund / Liability
92588	9/9/2015	PALMER/SABRINA//	FACILITY RENTAL REFUND	83.50	Recoverable / Refund / Liability
92519	9/2/2015	MCKAY/SCOTT//	BUS PASS REFUND	80.00	Recoverable / Refund / Liability
92589	9/9/2015	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	79.00	Recoverable / Refund / Liability
92588	9/9/2015	PALMER/SABRINA//	FACILITY RENTAL REFUND	67.50	Recoverable / Refund / Liability
92732	9/23/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 9/18/15	46.15	Recoverable / Refund / Liability
92667	9/16/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 9/4/15	46.15	Recoverable / Refund / Liability
92612	9/16/2015	BABINER/ELZA//	RECREATION REFUND	30.00	Recoverable / Refund / Liability
92607	9/16/2015	ABBOTT/VANESSA//	RECREATION REFUND	24.00	Recoverable / Refund / Liability
92789	9/30/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	24.00	Recoverable / Refund / Liability
92585	9/9/2015	MINAS/DEBBIE//	RECREATION REFUND	10.00	Recoverable / Refund / Liability
92573	9/9/2015	ISAKSEN/SUSAN//	RECREATION REFUND	10.00	Recoverable / Refund / Liability
92499	9/2/2015	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	-1,383.00	Recoverable / Refund / Liability
92564	9/9/2015	EXCEL PAVING COMPANY	LAS VIRGENES RD PROJECT	-9,700.40	Recoverable / Refund / Liability
92758	9/30/2015	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	-11,759.00	Recoverable / Refund / Liability
92495	9/2/2015	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	-14,566.28	Recoverable / Refund / Liability
92616	9/16/2015	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	-21,006.63	Recoverable / Refund / Liability
92729	9/23/2015	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJECT	-23,822.82	Recoverable / Refund / Liability



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Total Amount for 33 Line Item(s) from Recoverable / Refund / Liability				<u><u>\$-74,325.42</u></u>	
<u>Senior Center Construction</u>					
92758	9/30/2015	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	235,198.00	Senior Center Construction
92499	9/2/2015	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	27,644.00	Senior Center Construction
92702	9/23/2015	GEODYNAMICS	SENIOR CENTER ENGINEERING	12,904.20	Senior Center Construction
92708	9/23/2015	JONES & JONES	SENIOR CENTER PHASE 2	4,080.00	Senior Center Construction
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SEN CTR	2,116.35	Senior Center Construction
92579	9/9/2015	M6 CONSULTING, INC.	PLAN REVIEW- SENIOR CENTER	390.00	Senior Center Construction
Total Amount for 6 Line Item(s) from Senior Center Construction				<u><u>\$282,332.55</u></u>	
<u>Tennis & Swim Center</u>					
92703	9/23/2015	GONZALES MASONRY	CONCRETE REPAIRS- T&SC	5,600.00	Tennis & Swim Center
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,638.26	Tennis & Swim Center
92654	9/16/2015	PEAK ADVENTURES	RECREATION INSTRUCTOR	3,395.70	Tennis & Swim Center
92687	9/23/2015	BROWN & BROWN FENCE CO	FENCE REPAIR	3,208.00	Tennis & Swim Center
92764	9/30/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	2,913.42	Tennis & Swim Center
92654	9/16/2015	PEAK ADVENTURES	RECREATION INSTRUCTOR	2,778.30	Tennis & Swim Center
92611	9/16/2015	ARTIFICIAL GRASS LIQUIDATORS	TURF FLOORING	2,517.90	Tennis & Swim Center
92715	9/23/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,326.74	Tennis & Swim Center
92654	9/16/2015	PEAK ADVENTURES	RECREATION INSTRUCTOR	2,316.30	Tennis & Swim Center
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,253.42	Tennis & Swim Center
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,226.58	Tennis & Swim Center
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	2,064.83	Tennis & Swim Center
92659	9/16/2015	PRITCHARD/CHRISTINA LOUISE//	LAKESIDE FUN RUN	1,500.00	Tennis & Swim Center
92606	9/16/2015	A RENTAL CONNECTION	EQUIPMENT RENTAL - JULY 4TH	1,244.38	Tennis & Swim Center
92633	9/16/2015	GARBA ONADJA ENTERPRISES, LLC	RECREATION INSTRUCTOR	1,160.00	Tennis & Swim Center
92576	9/9/2015	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	999.52	Tennis & Swim Center
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	958.42	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	863.30	Tennis & Swim Center
92621	9/16/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	818.65	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- NORBERTS ATHLETICS	807.72	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- NATIONAL GYM SUPPLY	799.85	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- SPORT CHALET	753.99	Tennis & Swim Center
92750	9/30/2015	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- JULY 4TH	737.00	Tennis & Swim Center



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92677	9/16/2015	WELTER/FRANCES//	RECREATION INSTRUCTOR	730.20	Tennis & Swim Center
92595	9/9/2015	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	707.28	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- HOME DEPOT	683.16	Tennis & Swim Center
92554	9/9/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	600.00	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- VAN NUYS PLYWOOD	573.41	Tennis & Swim Center
92602	9/9/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	563.51	Tennis & Swim Center
92600	9/9/2015	VIEWPOINT EDUCATIONAL	POOL RENTAL	551.25	Tennis & Swim Center
92621	9/16/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	551.07	Tennis & Swim Center
92692	9/23/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	534.32	Tennis & Swim Center
92555	9/9/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	514.64	Tennis & Swim Center
92668	9/16/2015	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	506.48	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- SMART & FINAL	474.37	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- OFFICE DEPOT	431.20	Tennis & Swim Center
92690	9/23/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	389.14	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- PACIFIC APPLIANCE	380.29	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- ARC SERVICES	378.00	Tennis & Swim Center
92756	9/30/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	376.60	Tennis & Swim Center
92621	9/16/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	372.78	Tennis & Swim Center
92547	9/9/2015	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- AWAY BREAKFAST	360.00	Tennis & Swim Center
92602	9/9/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	348.82	Tennis & Swim Center
92556	9/9/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	347.93	Tennis & Swim Center
92556	9/9/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	341.72	Tennis & Swim Center
92556	9/9/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	340.00	Tennis & Swim Center
92731	9/23/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	321.79	Tennis & Swim Center
92739	9/23/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	308.54	Tennis & Swim Center
92813	9/30/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	280.82	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- HOME DEPOT	278.70	Tennis & Swim Center
92658	9/16/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEPT 15	276.80	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- DELL CORP	268.01	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- FRANKLINS HARDWARE	265.77	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- SUPER A CLEANERS	265.00	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- PATTERSON MEDICAL SUPPLY	258.80	Tennis & Swim Center
92686	9/23/2015	BOB'S LOCKSMITH SHOP	KEY/LOCK REPAIRS- T&SC	249.13	Tennis & Swim Center
92739	9/23/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	244.18	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- POWER SYSTEMS	230.67	Tennis & Swim Center
92596	9/9/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
92802	9/30/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center



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92755	9/30/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	225.00	Tennis & Swim Center
92603	9/9/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
92578	9/9/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- SEP 15	206.05	Tennis & Swim Center
92780	9/30/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 15	206.05	Tennis & Swim Center
92639	9/16/2015	LISA QUEEN DESIGN, INC.	PAINT SUPPLIES	200.00	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- MICHAELS PIZZA	185.42	Tennis & Swim Center
92589	9/9/2015	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	178.69	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- SUBWAY	170.00	Tennis & Swim Center
92547	9/9/2015	ATMOSPHERE EVENTS & CATERING	RECREATION INSTRUCTOR	169.40	Tennis & Swim Center
92739	9/23/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	167.62	Tennis & Swim Center
92739	9/23/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	153.61	Tennis & Swim Center
92658	9/16/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- SEPT 15	140.96	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- MALIBU SURF SHACK	136.25	Tennis & Swim Center
92599	9/9/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	123.43	Tennis & Swim Center
92816	9/30/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	110.28	Tennis & Swim Center
92589	9/9/2015	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	104.86	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- ALBERTSONS	101.84	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- MICHAELS	97.63	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- PYRAMID PIPE & SUPPLY	92.35	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- HOME DEPOT	89.12	Tennis & Swim Center
92578	9/9/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- SEP 15	84.10	Tennis & Swim Center
92780	9/30/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 15	84.10	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- RITE AID	82.80	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- WALMART	78.13	Tennis & Swim Center
92775	9/30/2015	INNER-I ...SECURITY IN FOCUS	JUL-SEP 2015 MONITORING- T&SC	75.00	Tennis & Swim Center
92797	9/30/2015	SECURAL SECURITY CORP	ALARM RESPONSE- T&SC	54.90	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- RALPHS	52.32	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- RABI INC	48.41	Tennis & Swim Center
92545	9/9/2015	AIRGAS- WEST	TC HELIUM	47.83	Tennis & Swim Center
92681	9/23/2015	AIRGAS- WEST	TC HELIUM	47.83	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- SPORT CHALET	42.46	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- RALPHS	41.89	Tennis & Swim Center
92760	9/30/2015	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2015	34.02	Tennis & Swim Center
92743	9/30/2015	AIRGAS- WEST	TC HELIUM	27.99	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- PARTY CITY	27.22	Tennis & Swim Center
92575	9/9/2015	KISHIMOTO/RAINE//	REIMB MILEAGE - AUG 15	21.04	Tennis & Swim Center
92760	9/30/2015	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2015	14.18	Tennis & Swim Center



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92604	9/10/2015	US BANK	VISA- SMART & FINAL	13.11	Tennis & Swim Center
92604	9/10/2015	US BANK	VISA- ACTIVE.COM	-53.00	Tennis & Swim Center
Total Amount for 99 Line Item(s) from Tennis & Swim Center				\$64,550.11	

Transportation

92729	9/23/2015	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJECT	476,456.50	Transportation
92616	9/16/2015	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	420,132.50	Transportation
92495	9/2/2015	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	291,325.50	Transportation
92564	9/9/2015	EXCEL PAVING COMPANY	LAS VIRGENES RD PROJECT	194,007.91	Transportation
92651	9/16/2015	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	55,392.77	Transportation
92521	9/2/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 15	14,084.05	Transportation
92724	9/23/2015	PCI	PAVEMENT STRIPING AND MARKING	12,750.00	Transportation
92645	9/16/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 15	12,522.67	Transportation
92645	9/16/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 15	11,847.02	Transportation
92521	9/2/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 15	11,206.90	Transportation
92664	9/16/2015	SEFERIAN/MARC//	CONSULTING SERVICES	7,970.36	Transportation
92582	9/9/2015	MC CAIN PERFORMANCE DRIVEN	TRAFFIC SOFTWARE MAINTENANCE	7,500.00	Transportation
92777	9/30/2015	KIMLEY-HORN AND ASSOCIATES	MULHOLLAND HWY CONSULTING	7,120.00	Transportation
92570	9/9/2015	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE AUG 2015	7,066.00	Transportation
92645	9/16/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 15	6,741.37	Transportation
92521	9/2/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 15	6,731.05	Transportation
92799	9/30/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,376.72	Transportation
92765	9/30/2015	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	5,179.77	Transportation
92534	9/2/2015	TWINING LABORATORIES	FIELD INSPECTIONS- MUL HWY	4,782.74	Transportation
92643	9/16/2015	MALIBU CANYON SHELL	FUEL CHARGES- AUG 2015 (2/2)	4,164.85	Transportation
92783	9/30/2015	MALIBU CANYON SHELL	FUEL CHARGES- SEP 2015 (1/2)	3,897.15	Transportation
92744	9/30/2015	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	3,869.05	Transportation
92615	9/16/2015	BRIAN F. SMITH & ASSOCIATES	ARCHAEOLOGICAL TESTING	3,785.00	Transportation
92517	9/2/2015	MALIBU CANYON SHELL	FUEL CHARGES- AUG 2015 (1/2)	3,777.74	Transportation
92710	9/23/2015	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	3,651.85	Transportation
92767	9/30/2015	FLOWERS & ASSOCIATES, INC.	LAS VIRGENES ROAD PROJ	3,583.02	Transportation
92645	9/16/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 15	3,500.21	Transportation
92680	9/21/2015	WERTHEIMER/JOE//	CONSULTING SERVICES	3,000.00	Transportation
92645	9/16/2015	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	2,902.89	Transportation
92521	9/2/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 15	2,600.14	Transportation
92521	9/2/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 15	2,428.50	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
92627	9/16/2015	DIAMOND WEST ENGINEERING, INC	ENGINEER CONSULTING	2,100.00	Transportation
92682	9/23/2015	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- OCT 2015	1,925.00	Transportation
92515	9/2/2015	LNI CUSTOM MANUFACTURING, INC.	BUS SHELTER MAINTENANCE	1,904.44	Transportation
92529	9/2/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
92638	9/16/2015	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	1,665.86	Transportation
92521	9/2/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JUL 15	1,625.86	Transportation
92645	9/16/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 15	1,597.26	Transportation
92765	9/30/2015	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	1,407.69	Transportation
92638	9/16/2015	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	1,399.24	Transportation
92784	9/30/2015	MANERI SIGN, INC.	TRAFFIC SIGNS	1,203.04	Transportation
92711	9/23/2015	KOA CORPORATION	CALABASAS ON-CALL SVCS	1,200.00	Transportation
92531	9/2/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,150.05	Transportation
92618	9/16/2015	CITY OF LOS ANGELES	TREE REMOVAL PERMIT APP	1,084.00	Transportation
92521	9/2/2015	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	1,029.22	Transportation
92645	9/16/2015	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	917.50	Transportation
92529	9/2/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	900.14	Transportation
92765	9/30/2015	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	699.43	Transportation
92511	9/2/2015	KIMLEY-HORN AND ASSOCIATES	MULHOLLAND HWY CONSULTING	693.40	Transportation
92539	9/2/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- MUL HWY	658.08	Transportation
92809	9/30/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- MUL HWY	658.08	Transportation
92645	9/16/2015	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - AUG 15	555.75	Transportation
92663	9/16/2015	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	548.48	Transportation
92796	9/30/2015	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	277.95	Transportation
92540	9/2/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	263.36	Transportation
92558	9/9/2015	CR PRINT	PERMIT TAGS	261.06	Transportation
92604	9/10/2015	US BANK	VISA- SHELL OIL	255.00	Transportation
92779	9/30/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	221.24	Transportation
92815	9/30/2015	WESTERN HIGHWAY PRODUCTS, INC.	STREET SIGNS	204.38	Transportation
92521	9/2/2015	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- JUL 15	200.16	Transportation
92518	9/2/2015	MANERI SIGN, INC.	TRAFFIC SIGNS	197.30	Transportation
92604	9/10/2015	US BANK	VISA- AMAZON.COM	172.15	Transportation
92559	9/9/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	170.00	Transportation
92523	9/2/2015	OLNEY/JAMES//	CONSULTING SERVICES	165.00	Transportation
92523	9/2/2015	OLNEY/JAMES//	CONSULTING SERVICES	150.00	Transportation
92714	9/23/2015	LA DWP	METER SERVICE - TRAFFIC LIGHT	141.52	Transportation
92604	9/10/2015	US BANK	VISA- EXXON MOBIL	128.29	Transportation
92523	9/2/2015	OLNEY/JAMES//	CONSULTING SERVICES	120.00	Transportation

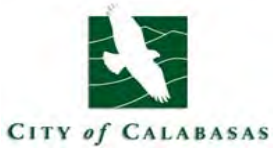


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92567	9/9/2015	HANBALI/MAHER//	CONSULTING SERVICES	120.00	Transportation
92649	9/16/2015	OLNEY/JAMES//	CONSULTING SERVICES	120.00	Transportation
92704	9/23/2015	HANBALI/MAHER//	CONSULTING SERVICES	120.00	Transportation
92704	9/23/2015	HANBALI/MAHER//	CONSULTING SERVICES	120.00	Transportation
92604	9/10/2015	US BANK	VISA- UNION 76	119.54	Transportation
92788	9/30/2015	OLNEY/JAMES//	CONSULTING SERVICES	105.00	Transportation
92649	9/16/2015	OLNEY/JAMES//	CONSULTING SERVICES	105.00	Transportation
92567	9/9/2015	HANBALI/MAHER//	CONSULTING SERVICES	100.00	Transportation
92604	9/10/2015	US BANK	VISA- CHEVRON	100.00	Transportation
92604	9/10/2015	US BANK	VISA- SHELL OIL	93.55	Transportation
92604	9/10/2015	US BANK	VISA- CHEVRON	93.21	Transportation
92523	9/2/2015	OLNEY/JAMES//	CONSULTING SERVICES	90.00	Transportation
92604	9/10/2015	US BANK	VISA- CHEVRON	81.31	Transportation
92594	9/9/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	73.47	Transportation
92604	9/10/2015	US BANK	VISA- SHELL OIL	70.84	Transportation
92604	9/10/2015	US BANK	VISA- CHEVRON	61.04	Transportation
92788	9/30/2015	OLNEY/JAMES//	CONSULTING SERVICES	60.00	Transportation
92649	9/16/2015	OLNEY/JAMES//	CONSULTING SERVICES	60.00	Transportation
92645	9/16/2015	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- AUG 15	52.79	Transportation
92624	9/16/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	50.00	Transportation
92604	9/10/2015	US BANK	VISA- UNION 76	45.51	Transportation
92649	9/16/2015	OLNEY/JAMES//	CONSULTING SERVICES	45.00	Transportation
92604	9/10/2015	US BANK	VISA- UNION 76	40.10	Transportation
92634	9/16/2015	HANBALI/MAHER//	CONSULTING SERVICES	40.00	Transportation
92624	9/16/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	40.00	Transportation
92675	9/16/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	32.58	Transportation
92604	9/10/2015	US BANK	VISA- UNION 76	30.90	Transportation
92604	9/10/2015	US BANK	VISA- SHELL OIL	25.00	Transportation
92604	9/10/2015	US BANK	VISA- UNION 76	22.09	Transportation
92604	9/10/2015	US BANK	VISA- UNION 76	19.99	Transportation
92604	9/10/2015	US BANK	VISA- UNION 76	19.16	Transportation
92604	9/10/2015	US BANK	VISA- UNION 76	19.14	Transportation
92604	9/10/2015	US BANK	VISA- SHELL OIL	17.00	Transportation
92604	9/10/2015	US BANK	VISA- EXXON MOBIL	16.00	Transportation
92604	9/10/2015	US BANK	VISA- CANOGA PARK	15.34	Transportation
92604	9/10/2015	US BANK	VISA- MOBILE ASSET SOLUTIONS	-10.04	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
			Total Amount for 104 Line Item(s) from Transportation	\$1,632,107.68	
			GRAND TOTAL for 932 Line Items	\$3,770,022.22	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

28-Oct

CD	Consent	Adoption of Ordinance No. 2015-329, for a General Plan Amendment and pre-zoning of the proposed annexation territory known as Craftsman's Corner, located adjacent to and immediately north of the City of Calabasas
CC	Consent	PRE Commission appointment
AS	Consent	Adjustment of State's minimum wage
PW	New Business	Presentation of Design and Specifications for Las Virgenes Creek Restoration Project – Phase II

Future Items

CD	Consent	Approval of professional services agreement with Edgesoft
CC	New Business	25th anniversary subcommittee update
Finance	New Business	Guidelines on City reserves with descriptive line item for each fund
CD	New Business	Discussion of Ridgeline Ordinance
CD	New Business	Plaque recommendations by the HPC
CD	New Business	Business registration program
CC	New Business	Commissioner interviews for appointments expiring in November 2015
PW	Public Hearing	CEQA Public Hearing for Las Virgenes Creek Restoration Project – Phase II

2015 CITY COUNCIL MEETING DATES

3-Nov - Municipal Election	25-Nov - Canceled - Thanksgiving Eve
11-Nov - Canceled - Veterans' Day	9-Dec
12-Nov - Mayor Martin's Farewell	23-Dec - Canceled
18-Nov - Special Meeting Election Certification - Council Reorg.	