



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, OCTOBER 28, 2015  
CITY HALL COUNCIL CHAMBERS  
100 CIVIC CENTER WAY, CALABASAS  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)**

The starting times listed for each agenda item should be considered 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.

### **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.**

- Recognition of Neil Campbell for his service on the Public Safety Commission
- Recognition of Girl Scouts for their participation in performing the Pledge of Alliance during 2015
- Recognition to Calabasas Film Festival organizers
- Sheriff's Crime Report

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

## **CONSENT ITEMS – 8:20 P.M.**

1. Approval of meeting minutes from October 14, 2015
2. Approval of appointment of Patricia M. Mardell to the Parks, Recreation & Education Commission (Bozajian)
3. Adoption of Resolution No. 2015-1480, rescinding Resolution No. 2014-1424 and approving a salary schedule for hourly employees
4. Request for consent of Dial-A-Ride services between the City of Calabasas and Ideal General Services, Inc. and approval of a professional services agreement in an amount not to exceed \$93,000
5. Recommendation to approve an amendment to the existing professional services agreement with PCI for pavement striping, signage and related services in an amount no to exceed \$125,000
6. Recommendation to approve an amendment to extend the agreement with Ruiz Concrete and Paving, Inc. for roadway repair, maintenance and related general engineering work for one year and to increase the value of the agreement to an amount not to exceed \$150,000
7. Authorization to approve a contract change order for Valleycrest Landscape Maintenance in the amount of \$20,000 to fund fiscal year 2015-2016 regularly scheduled landscape maintenance and required extra work as part of the landscape maintenance of public works street medians and certain sidewalk and parkway areas (Area #2)
8. Authorization to approve a contract change order for Venco Western, Inc. in the amount of \$56,000 to fund fiscal year 2015-2016 regular monthly landscape maintenance and required extra work for landscape maintenance of City parks

## **PUBLIC HEARING – 8:30 P.M. – CONTINUED FROM OCTOBER 14 MEETING**

9. 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 – 9:15 P.M.**

10. Presentation on Las Virgenes Creek Restoration Project – Phase II
11. Consideration of final conceptual design for the Lost Hills Road / US 101 bridge aesthetics; and requesting Caltrans approval

**INFORMATIONAL REPORTS – 10:05 P.M.**

12. Check Register for the period of October 7-15, 2015

**TASK FORCE REPORTS – 10:10 P.M.**

**CITY MANAGER’S REPORT – 10:20 P.M.**

**FUTURE AGENDA ITEMS – 10:25 P.M.**

**ADJOURN – 10:30 P.M.**

The City Council will adjourn in memory of Deputy Alicia Kohno, Renee Lamkay and Fanny Krivit to their next special meeting scheduled on Thursday, November 12, 2015, at 7:00 p.m.

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, OCTOBER 14, 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 Legal Counsel; Existing Litigation  
Case Name: Jacobsen v City of Calabasas et.al  
Superior Court Case No. BC 595814

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, Coroalles, Hernandez, Howard, Tamuri and  
Yalda

The Pledge of Allegiance was led by Girl Scout Troop 10016.

Mr. Howard stated that there were no reportable actions from the Closed Session.

**APPROVAL OF AGENDA**

**Councilmember Shapiro moved, seconded by Mayor pro Tem Bozajian 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 the meeting would be adjourned in memory of Jacque Marley and Louis Mathis. Mr. Marley expressed appreciation to the Council for this honor. Members of the Council expressed condolences to the Marley and Mathis families.

Members of the Council made the following announcements:

Councilmember Shapiro:

- Expressed appreciation to staff and all the volunteers for a great emergency preparedness fair.
- Expressed appreciation to staff on the successful walk-in flu clinic.
- Congratulated Mayor Martin on a great State of the City Address.
- Expressed appreciation to all for a successful International Walk to School Day.
- Reminded residents to register to vote and vote on the November 3 General Municipal Election.
- Congratulated the Media Operations Department for being awarded second in the nation in overall excellence for CTV programming and also second in the nation for the February State of the City Address.
- A successful second annual Calabasas Film Festival took place last September 16-20.

Councilmember Maurer:

- Encouraged hikers to attend the next annual meeting of the Santa Monica Mountains Trails Council on October 22.
- A homework help club is available at the Tennis & Swim Center, Mondays and Wednesdays.
- A Halloween story and crafts is scheduled on October 28 at the Library.
- Congratulated the newly appointed headmaster of Viewpoint, Mark McBee.
- Echoed congratulations to Mayor Martin on her State of the City Address.

Councilmember Gaines:

- Echoed congratulations to the Mayor on her State of the City Address.
- Calabasas High School Music Department will hold its first concert of the year on October 2. The walk-run event will take place on October 25.
- Expressed condolences to Susan Orgen's family. He requested a future meeting be adjourned in Ms. Orgen's memory.
- The biggest football game of the season will take place on October 16; Calabasas vs. Camarillo. Calabasas will face Agoura on October 23.
- October 14 would have been the 105<sup>th</sup> birthday of Coach John Wooden.

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.
- Dennis Washburn and he attended the removal of the decaying tree in Old Calabasas.

Mayor Martin:

- Expressed appreciation to the Media Department for their great work on the State of the City Address.

## **PRESENTATIONS**

Mayor Martin wished happy birthday to Mr. Coroalles.

- To Steve Ball in recognition of his years of service to the City

Mayor Martin presented a plaque to Steve Ball. Members of the Council expressed appreciation to Steve Ball. Mr. Ball thanked the Council for the recognition. Members of CPHA also recognized Steve Ball for his service to the City.

- To Myra Turek in recognition of her years of service to the Parks, Recreation and Education Commission

Mayor Martin presented Ms. Turek with a certificate of appreciation. Members of the Council expressed appreciation to Ms. Turek. Ms. Turek thanked the Council for this recognition.

- By the Calabasas Rotary Club regarding Neighbors in Need

Ron Lebow made a presentation to the Council.

## **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Louis Julien, Carol Davis, Carol Washburn, Sue Somberg, Linda Menges and Mathy Wasserman spoke during public comment.

The meeting recessed at 8:34 p.m.

The meeting reconvened at 8:41 p.m.

## **CONSENT ITEMS**

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

Councilmember Shapiro and Councilmember Maurer pulled Consent Item Nos. 2 and 3, respectively.

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

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

**After further discussion, Councilmember Gaines 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

**After further discussion, Mayor pro Tem Bozajian moved, seconded by Councilmember Shapiro to approve Consent Item No. 3. MOTION CARRIED 3/2 as follows:**

AYES: Mayor pro Tem Bozajian, Councilmembers Gaines and Shapiro

NOES: Mayor Martin and Councilmember Maurer

### **NEW BUSINESS**

7. Selection of solid waste service provider

Mr. Yalda introduced Consultant Dave Davis and members of the Selection Committee Pam Lundquist, Dr. Julie Elginer and Brian Cameron to present the report.

Gary M. Clifford spoke on Item No. 7.

Extensive discussion ensued.

**Councilmember Gaines moved, seconded by Councilmember Shapiro to direct staff to negotiate a franchise agreement exclusively with Waste Management and return to the Council for contract approval. MOTION CARRIED 3/2 as follows:**

AYES: Mayor Martin, Councilmembers Gaines and Shapiro

NOES: Mayor pro Tem Bozajian and Councilmember Maurer

The meeting recessed at 11:32 p.m.

The meeting reconvened at 11:42 p.m.

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

Mr. Yalda presented the report

Carl Ehrlich and Pam Lundquist spoke on Item No. 8.

**Councilmember Maurer moved, seconded by Councilmember Gaines to approve Item No. 8. MOTION CARRIED 3/2 as follows:**

AYES: Councilmembers Gaines, Maurer and Shapiro

NOES: Mayor Martin and Mayor pro Tem Bozajian

### **PUBLIC HEARING**

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

This item was postponed to the October 28 Council meeting.



## **INFORMATIONAL REPORTS**

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

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

## **TASK FORCE REPORTS**

Councilmember Shapiro reported on the School Area Traffic Safety Committee meeting as well as attendance by Mayor pro Tem Bozajian and him to the League of California Cities Annual meeting in San Jose.

## **CITY MANAGER'S REPORT**

Mr. Coroaalles reported that an auto-related use business purchased the property next to the Acura Dealer.

## **FUTURE AGENDA ITEMS**

Councilmember Maurer requested information in regard to preparation for the expected El Niño rains.

## **ADJOURN**

The City Council adjourned at 12:21 a.m. in memory of Jacque Marley and Louis Mathis to the next regularly scheduled meeting on Wednesday, October 28, 2015, at 7:00 p.m.

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Maricela Hernandez, MMC  
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** OCTOBER 20, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** APPROVAL OF APPOINTMENT OF PATRICIA M. MARDELL TO THE PARKS, RECREATION & EDUCATION COMMISSION (BOZAJIAN)

**MEETING DATE:** OCTOBER 28, 2015

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**SUMMARY RECOMMENDATION:**

That the City Council approve the appointment of Patricia M. Mardell to the Parks, Recreation & Education Commission to fill a vacancy for a term expiring in November 2015.

**BACKGROUND:**

Pursuant to the Calabasas Municipal Code, the Parks, Recreation & Education Commission shall consist of seven members with terms lasting for the lesser of two years or until the expiration of the term. With a recent resignation, Mayor pro Tem Bozajian has nominated Patricia M. Mardell to fill the vacancy.

**REQUESTED ACTION:**

That the City Council approve the appointment of Patricia M. Mardell to the Parks, Recreation & Education Commission for a term expiring in November 2015.

**ATTACHMENTS:**

- A. Commission application
- B. Mayor pro Tem Bozajian's appointment recommendation



CITY of CALABASAS

ITEM 2 ATTACHMENT A

RECEIVED

SEP 24 2015

CITY OF CALABASAS  
CITY CLERKS OFFICE

## APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

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

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

If yes, when:

NAME: **Patricia M. Mardell**

ADDRESS: [REDACTED]

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

HOME TELEPHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

HOME FAX:

REGISTERED VOTER IN CALABASAS?  YES  NO

BUSINESS TELEPHONE: [REDACTED]

BUSINESS FAX:

OCCUPATION: **Real Estate Agent**

EMPLOYER: **Coldwell Banker**

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: **Residential Real Estate**

EDUCATION:

**MAcc (Master of Accounting) University of Southern California 2011**  
**BS Accounting and Accounting Information Systems, University of**  
**Southern California 2000.**

CIVIC AFFILIATIONS:

None

COMMUNITY INTERESTS:

Board Member CPHA.

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

I have lived in Calabasas for 18 years. My office is in Calabasas. All 3 of my children attend and have attended Bay Laurel, AC Steele and Calabasas High. I am in love with the City of Calabasas. We are fortunate to live in a beautiful and safe community where the school district is second to none. It is not only a community but a family.

DATE:

9/17/15

Justinia Nardelli

SIGNATURE OF APPLICANT

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

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



CITY *of* CALABASAS

**JAMES R. BOZAJIAN**  
Mayor pro Tem

**To: Maricela Hernandez, City Clerk.**  
**From: James R. Bozajian, Mayor Pro Tem.**   
**Re: Appointment to Calabasas Parks, Recreation & Education Commission.**  
**Date: October 19, 2015.**

I hereby appoint Patricia Mardell to serve on the Calabasas Parks, Recreation & Education Commission. Please forward this appointment to the full City Council for formal confirmation at our 10-28-15 meeting.





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** OCTOBER 14, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY COROALLES, CITY MANAGER   
ROBIN PARKER, ADMINISTRATIVE SERVICES DIRECTOR 

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2015-1480, RESCINDING RESOLUTION 2014-1424 AND APPROVING A SALARY SCHEDULE FOR HOURLY EMPLOYEES

**MEETING**

**DATE:** OCTOBER 28, 2015

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Resolution No. 2015-1480 and the associated salary matrix.

**DISCUSSION/ANALYSIS:**

The City currently has 138 hourly employees who are an integral and vital part of the staffing with many primarily working the evenings and weekends for many City services. The hourly employee salary range matrix has not been adjusted or revised in over six years. It is now necessary to adjust salary ranges to reflect the increase in California minimum wage requirement to \$10.00 per hour effective January 1, 2016. The updated salary matrix will eliminate any salary ranges that start lower than \$10.00 per hour and adjust salary ranges to maintain the internal equity between positions. Resolution No. 2015-1480 does not provide for any new positions or delete any current positions.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The estimated annual cost increase for the hourly employees is approximately \$77,700; this increase has already been included in the 2015-2016 fiscal year budget.

**REQUESTED ACTION:**

That the City Council adopt Resolution No. 2015-1480 and its associated salary matrix.

**ATTACHMENTS:**

- A. Resolution No. 2015-1480
- B. Hourly Salary Matrix

ITEM 3 ATTACHMENT A  
RESOLUTION NO. 2015-1480

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, RESCINDING RESOLUTION 2014-1424 AND APPROVING POSITION TITLES AND A SALARY SCHEDULE FOR HOURLY EMPLOYEES.**

This resolution is adopted in order to set forth compensation procedures for hourly employees and shall be effective as of January 1, 2016.

**SECTION 1. DEFINITION**

**Hourly Employees.** An hourly employee is hired on a seasonal, temporary, or as needed basis and is limited to working less than 1,000 hours in a fiscal year (July 1 to June 30). Hourly employees do not have a probationary period, an anniversary date, or regularly scheduled performance evaluations or merit reviews. They are not eligible for retirement, health or leave benefits, except as otherwise required by law. The following salary ranges and allocated positions in the budget are hereby established.

**HOURLY EMPLOYEE SALARY RANGES**

Public Safety & Emergency Preparedness Director	H197	1
Fitness Instructor III	H135	8
Assistant Landscape Manager	H128	1
Public Information Officer	H118	1
Fitness Instructor II	H110	35
Building Inspector	H107	1
Assistant Transportation Planner	H104	2
Librarian	H104	5
Recreation Coordinator	H104	5
Building Assistant	H97	2
Media Production Specialist	H97	3
Events Specialist	H96	8
Executive Assistant	H92	2
Fitness Instructor I	H85	10
Swim Coach	H85	5
Facility Maintenance Technician	H74	8
Recreation Specialist	H72	6
Library Assistant	H50	2
Assistant Aquatics Coordinator	H33	10
Preschool Teacher	H33	15



Maintenance Assistant	H27	12
Library Clerk II	H25	3
Recreation Leader II	H18	8
Fleet Maintenance Assistant	H16	1
Engineering Assistant	H16	2
Production Assistant	H16	2
Child Watch	H10	5
Head Lifeguard	H10	15
Teacher Aid	H10	16
Water Safety Instructor	H10	25
Fitness Staff	H8	10
Library Clerk I	H4	6
Lifeguard	H2	45
Intern	H1	6
Recreation Leader I	H1	25
Camp Counselor	H1	8

**SECTION 2. ESTABLISHMENT OF COMPENSATION PROCEDURE**

- A. The City Manager shall recommend to the City Council the prescribed salary ranges for all classifications.
- B. Employees may be considered eligible for an increase in salary on the recommendation of the department head and with the approval of the City Manager.

Resolution No. 2014-1424, and any conflicting provisions previously adopted, are hereby rescinded.

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

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of October, 2015.

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Lucy Martin, Mayor

ATTEST:

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Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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Scott Howard, City Attorney

**CITY OF CALABASAS  
HOURLY POSITIONS  
HOURLY WAGE RANGE / STEP SCHEDULE  
Effective January 1, 2016**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>
H1	10.00	10.25	10.50	10.77	11.04	11.31	11.60	11.88	12.18	12.49
H2	10.10	10.35	10.60	10.88	11.15	11.43	11.71	12.01	12.31	12.62
H3	10.20	10.45	10.71	10.98	11.26	11.54	11.83	12.13	12.43	12.74
H4	10.30	10.56	10.82	11.09	11.37	11.66	11.95	12.25	12.55	12.87
H5	10.41	10.66	10.93	11.20	11.49	11.78	12.07	12.37	12.68	13.00
H6	10.51	10.77	11.04	11.31	11.60	11.89	12.19	12.49	12.81	13.13
H7	10.62	10.88	11.15	11.43	11.72	12.01	12.31	12.62	12.93	13.26
H8	10.72	10.98	11.26	11.54	11.83	12.13	12.43	12.74	13.06	13.40
H9	10.83	11.09	11.37	11.66	11.95	12.25	12.56	12.87	13.19	13.53
H10	10.94	11.20	11.49	11.78	12.08	12.38	12.69	13.00	13.33	13.66
H11	11.05	11.31	11.60	11.89	12.20	12.50	12.81	13.13	13.46	13.80
H12	11.16	11.43	11.72	12.01	12.32	12.62	12.94	13.26	13.59	13.94
H13	11.27	11.54	11.83	12.13	12.44	12.75	13.07	13.40	13.73	14.08
H14	11.38	11.66	11.95	12.25	12.57	12.88	13.20	13.53	13.87	14.22
H15	11.50	11.78	12.08	12.38	12.69	13.00	13.33	13.66	14.01	14.36
H16	11.61	11.89	12.20	12.50	12.82	13.14	13.47	13.80	14.15	14.50
H17	11.73	12.01	12.32	12.62	12.95	13.27	13.60	13.94	14.29	14.65
H18	11.84	12.13	12.44	12.75	13.07	13.40	13.74	14.08	14.43	14.79
H19	11.97	12.25	12.57	12.88	13.21	13.53	13.88	14.22	14.58	14.94
H20	12.09	12.38	12.69	13.00	13.34	13.67	14.01	14.36	14.72	15.09
H21	12.21	12.50	12.82	13.14	13.47	13.81	14.15	14.50	14.87	15.24
H22	12.33	12.62	12.95	13.27	13.60	13.94	14.30	14.65	15.02	15.39
H23	12.45	12.75	13.07	13.40	13.74	14.08	14.44	14.79	15.17	15.55
H24	12.58	12.88	13.21	13.53	13.88	14.22	14.58	14.94	15.32	15.70
H25	12.70	13.00	13.34	13.67	14.02	14.37	14.73	15.09	15.48	15.86
H26	12.83	13.14	13.47	13.81	14.16	14.51	14.88	15.24	15.63	16.02
H27	12.96	13.27	13.60	13.94	14.30	14.65	15.03	15.39	15.79	16.18
H28	13.08	13.40	13.74	14.08	14.45	14.80	15.18	15.55	15.95	16.34
H29	13.22	13.53	13.88	14.22	14.59	14.95	15.33	15.70	16.11	16.50
H30	13.35	13.67	14.02	14.37	14.73	15.10	15.48	15.86	16.27	16.67
H31	13.48	13.81	14.16	14.51	14.88	15.25	15.64	16.02	16.43	16.83
H32	13.62	13.94	14.30	14.65	15.03	15.40	15.80	16.18	16.59	17.00
H33	13.75	14.08	14.45	14.80	15.18	15.55	15.95	16.34	16.76	17.17
H34	13.89	14.22	14.59	14.95	15.33	15.71	16.11	16.50	16.93	17.34
H35	14.03	14.37	14.73	15.10	15.49	15.87	16.28	16.67	17.09	17.52
H36	14.17	14.51	14.88	15.25	15.65	16.03	16.44	16.83	17.27	17.69
H37	14.31	14.65	15.03	15.40	15.80	16.19	16.60	17.00	17.44	17.87
H38	14.46	14.80	15.18	15.55	15.96	16.35	16.77	17.17	17.61	18.05
H39	14.60	14.95	15.33	15.71	16.12	16.51	16.93	17.34	17.79	18.23
H40	14.75	15.10	15.49	15.87	16.28	16.68	17.10	17.52	17.97	18.41
H41	14.90	15.25	15.65	16.03	16.44	16.85	17.27	17.69	18.15	18.59
H42	15.05	15.40	15.80	16.19	16.61	17.01	17.45	17.87	18.33	18.78
H43	15.20	15.55	15.96	16.35	16.78	17.18	17.62	18.05	18.51	18.97
H44	15.35	15.71	16.12	16.51	16.94	17.35	17.80	18.23	18.70	19.16
H45	15.50	15.87	16.28	16.68	17.11	17.53	17.98	18.41	18.88	19.35
H46	15.66	16.03	16.44	16.85	17.28	17.70	18.16	18.59	19.07	19.55
H47	15.81	16.19	16.61	17.01	17.46	17.88	18.33	18.78	19.26	19.74
H48	15.97	16.35	16.78	17.18	17.63	18.06	18.52	18.97	19.45	19.94
H49	16.13	16.51	16.94	17.35	17.81	18.24	18.70	19.16	19.65	20.14

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<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>
H50	16.29	16.68	17.11	17.53	17.99	18.42	18.89	19.35	19.85	20.34
H51	16.45	16.85	17.28	17.70	18.17	18.61	19.08	19.55	20.04	20.54
H52	16.62	17.01	17.46	17.88	18.35	18.79	19.27	19.74	20.24	20.75
H53	16.79	17.18	17.63	18.06	18.53	18.98	19.46	19.94	20.45	20.96
H54	16.96	17.35	17.81	18.24	18.72	19.17	19.66	20.14	20.65	21.17
H55	17.12	17.53	17.99	18.42	18.90	19.36	19.85	20.34	20.86	21.38
H56	17.30	17.70	18.17	18.61	19.09	19.56	20.05	20.54	21.06	21.59
H57	17.47	17.88	18.35	18.79	19.28	19.75	20.25	20.75	21.28	21.81
H58	17.64	18.06	18.53	18.98	19.47	19.95	20.45	20.96	21.49	22.03
H59	17.82	18.24	18.72	19.17	19.67	20.15	20.65	21.17	21.70	22.25
H60	18.00	18.42	18.90	19.36	19.86	20.35	20.86	21.38	21.92	22.47
H61	18.18	18.61	19.09	19.56	20.06	20.56	21.07	21.59	22.14	22.70
H62	18.36	18.79	19.28	19.75	20.26	20.76	21.28	21.81	22.36	22.92
H63	18.55	18.98	19.47	19.95	20.46	20.97	21.50	22.03	22.59	23.15
H64	18.73	19.17	19.67	20.15	20.67	21.18	21.71	22.25	22.81	23.38
H65	18.92	19.36	19.86	20.35	20.87	21.39	21.93	22.47	23.04	23.62
H66	19.11	19.56	20.06	20.56	21.08	21.61	22.15	22.70	23.27	23.86
H67	19.30	19.75	20.26	20.76	21.29	21.82	22.37	22.92	23.50	24.09
H68	19.49	19.95	20.46	20.97	21.51	22.04	22.59	23.15	23.74	24.33
H69	19.68	20.15	20.67	21.18	21.72	22.26	22.82	23.38	23.98	24.58
H70	19.88	20.35	20.87	21.39	21.94	22.48	23.05	23.62	24.22	24.83
H71	20.08	20.56	21.08	21.61	22.16	22.71	23.28	23.86	24.46	25.07
H72	20.28	20.76	21.29	21.82	22.38	22.93	23.51	24.09	24.70	25.32
H73	20.48	20.97	21.51	22.04	22.60	23.16	23.75	24.33	24.95	25.58
H74	20.69	21.18	21.72	22.26	22.83	23.39	23.98	24.58	25.20	25.83
H75	20.90	21.39	21.94	22.48	23.06	23.63	24.23	24.83	25.45	26.09
H76	21.10	21.61	22.16	22.71	23.29	23.87	24.47	25.07	25.71	26.35
H77	21.32	21.82	22.38	22.93	23.52	24.10	24.71	25.32	25.97	26.61
H78	21.53	22.04	22.60	23.16	23.76	24.35	24.96	25.58	26.23	26.88
H79	21.74	22.26	22.83	23.39	23.99	24.59	25.21	25.83	26.49	27.15
H80	21.96	22.48	23.06	23.63	24.24	24.84	25.46	26.09	26.75	27.42
H81	22.18	22.71	23.29	23.87	24.48	25.08	25.71	26.35	27.02	27.70
H82	22.40	22.93	23.52	24.10	24.72	25.33	25.97	26.61	27.29	27.98
H83	22.63	23.16	23.76	24.35	24.97	25.59	26.23	26.88	27.56	28.25
H84	22.85	23.39	23.99	24.59	25.22	25.84	26.49	27.15	27.84	28.53
H85	23.08	23.63	24.24	24.84	25.47	26.10	26.76	27.42	28.11	28.82
H86	23.31	23.87	24.48	25.08	25.73	26.36	27.02	27.70	28.40	29.11
H87	23.54	24.10	24.72	25.33	25.98	26.63	27.29	27.98	28.68	29.39
H88	23.78	24.35	24.97	25.59	26.24	26.89	27.57	28.25	28.97	29.69
H89	24.02	24.59	25.22	25.84	26.50	27.16	27.84	28.53	29.26	29.98
H90	24.26	24.84	25.47	26.10	26.77	27.43	28.12	28.82	29.55	30.28
H91	24.50	25.08	25.73	26.36	27.03	27.71	28.40	29.11	29.84	30.58
H92	24.74	25.33	25.98	26.63	27.31	27.99	28.68	29.39	30.14	30.89
H93	24.99	25.59	26.24	26.89	27.58	28.27	28.97	29.69	30.44	31.20
H94	25.24	25.84	26.50	27.16	27.85	28.55	29.26	29.98	30.75	31.51
H95	25.49	26.10	26.77	27.43	28.13	28.83	29.56	30.28	31.06	31.83
H96	25.75	26.36	27.03	27.71	28.41	29.12	29.85	30.58	31.37	32.15
H97	26.01	26.63	27.31	27.99	28.70	29.41	30.15	30.89	31.68	32.47
H98	26.27	26.89	27.58	28.27	28.98	29.71	30.45	31.20	32.00	32.79

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RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
H99	26.53	27.16	27.85	28.55	29.27	30.00	30.76	31.51	32.31	33.12
H100	26.80	27.43	28.13	28.83	29.57	30.30	31.06	31.83	32.64	33.45
H101	27.06	27.71	28.41	29.12	29.86	30.61	31.37	32.15	32.97	33.78
H102	27.33	27.99	28.70	29.41	30.16	30.91	31.68	32.47	33.29	34.13
H103	27.61	28.27	28.98	29.71	30.46	31.22	32.00	32.79	33.63	34.47
H104	27.88	28.55	29.27	30.00	30.77	31.53	32.32	33.12	33.96	34.81
H105	28.16	28.83	29.57	30.30	31.07	31.85	32.64	33.45	34.30	35.16
H106	28.44	29.12	29.86	30.61	31.38	32.17	32.97	33.78	34.64	35.51
H107	28.73	29.41	30.16	30.91	31.70	32.49	33.30	34.13	34.99	35.87
H108	29.01	29.71	30.46	31.22	32.01	32.82	33.63	34.47	35.34	36.23
H109	29.30	30.00	30.77	31.53	32.33	33.14	33.97	34.81	35.69	36.59
H110	29.60	30.30	31.07	31.85	32.65	33.47	34.31	35.16	36.05	36.95
H111	29.89	30.61	31.38	32.17	32.98	33.81	34.65	35.51	36.41	37.32
H112	30.19	30.91	31.70	32.49	33.31	34.15	35.00	35.87	36.77	37.70
H113	30.49	31.22	32.01	32.82	33.65	34.49	35.35	36.23	37.14	38.07
H114	30.80	31.53	32.33	33.14	33.98	34.83	35.70	36.59	37.51	38.45
H115	31.10	31.85	32.65	33.47	34.32	35.18	36.06	36.95	37.89	38.84
H116	31.41	32.17	32.98	33.81	34.66	35.53	36.42	37.32	38.27	39.23
H117	31.73	32.49	33.31	34.15	35.01	35.89	36.78	37.70	38.65	39.62
H118	32.04	32.82	33.65	34.49	35.36	36.25	37.15	38.07	39.03	40.02
H119	32.37	33.14	33.98	34.83	35.71	36.61	37.52	38.45	39.43	40.41
H120	32.69	33.47	34.32	35.18	36.07	36.98	37.90	38.84	39.82	40.82
H121	33.02	33.81	34.66	35.53	36.43	37.34	38.28	39.23	40.22	41.23
H122	33.35	34.15	35.01	35.89	36.80	37.72	38.66	39.62	40.62	41.64
H123	33.68	34.49	35.36	36.25	37.17	38.09	39.05	40.02	41.03	42.05
H124	34.02	34.83	35.71	36.61	37.53	38.48	39.44	40.41	41.43	42.47
H125	34.36	35.18	36.07	36.98	37.91	38.86	39.83	40.82	41.85	42.90
H126	34.70	35.53	36.43	37.34	38.29	39.25	40.23	41.23	42.27	43.33
H127	35.05	35.89	36.80	37.72	38.67	39.64	40.63	41.64	42.69	43.76
H128	35.40	36.25	37.17	38.09	39.06	40.04	41.04	42.05	43.12	44.20
H129	35.75	36.61	37.53	38.48	39.45	40.44	41.45	42.47	43.55	44.64
H130	36.11	36.98	37.91	38.86	39.84	40.84	41.86	42.90	43.98	45.09
H131	36.47	37.34	38.29	39.25	40.24	41.25	42.28	43.33	44.42	45.54
H132	36.84	37.72	38.67	39.64	40.64	41.67	42.70	43.76	44.87	45.99
H133	37.21	38.09	39.06	40.04	41.05	42.08	43.13	44.20	45.32	46.45
H134	37.58	38.48	39.45	40.44	41.46	42.50	43.56	44.64	45.77	46.92
H135	37.95	38.86	39.84	40.84	41.87	42.93	44.00	45.09	46.23	47.39
H136	38.33	39.25	40.24	41.25	42.29	43.36	44.44	45.54	46.69	47.86
H137	38.71	39.64	40.64	41.67	42.72	43.79	44.88	45.99	47.16	48.34
H138	39.10	40.04	41.05	42.08	43.14	44.23	45.33	46.45	47.63	48.83
H139	39.49	40.44	41.46	42.50	43.58	44.67	45.79	46.92	48.11	49.32
H140	39.88	40.84	41.87	42.93	44.01	45.12	46.25	47.39	48.59	49.81
H141	40.28	41.25	42.29	43.36	44.45	45.57	46.71	47.86	49.07	50.30
H142	40.68	41.67	42.72	43.79	44.90	46.02	47.18	48.34	49.56	50.80
H143	41.09	42.08	43.14	44.23	45.35	46.48	47.65	48.83	50.06	51.31
H144	41.50	42.50	43.58	44.67	45.80	46.95	48.13	49.32	50.56	51.83
H145	41.92	42.93	44.01	45.12	46.26	47.42	48.61	49.81	51.07	52.34
H146	42.34	43.36	44.45	45.57	46.72	47.89	49.09	50.30	51.58	52.87
H147	42.76	43.79	44.90	46.02	47.19	48.37	49.58	50.80	52.10	53.40

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RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
H148	43.19	44.23	45.35	46.48	47.66	48.85	50.08	51.31	52.62	53.94
H149	43.62	44.67	45.80	46.95	48.14	49.34	50.58	51.83	53.14	54.47
H150	44.06	45.12	46.26	47.42	48.62	49.84	51.09	52.34	53.67	55.02
H151	44.50	45.57	46.72	47.89	49.10	50.34	51.60	52.87	54.21	55.56
H152	44.94	46.02	47.19	48.37	49.59	50.84	52.11	53.40	54.75	56.12
H153	45.39	46.48	47.66	48.85	50.09	51.35	52.63	53.94	55.30	56.68
H154	45.85	46.95	48.14	49.34	50.59	51.86	53.16	54.47	55.85	57.24
H155	46.30	47.42	48.62	49.84	51.10	52.38	53.69	55.02	56.41	57.81
H156	46.77	47.89	49.10	50.34	51.61	52.90	54.23	55.56	56.98	58.39
H157	47.23	48.37	49.59	50.84	52.13	53.43	54.77	56.12	57.55	58.97
H158	47.71	48.85	50.09	51.35	52.64	53.97	55.32	56.68	58.13	59.56
H159	48.18	49.34	50.59	51.86	53.17	54.51	55.87	57.24	58.71	60.16
H160	48.67	49.84	51.10	52.38	53.70	55.06	56.43	57.81	59.30	60.76
H161	49.15	50.34	51.61	52.90	54.24	55.60	56.99	58.39	59.89	61.36
H162	49.64	50.84	52.13	53.43	54.78	56.16	57.57	58.97	60.49	61.97
H163	50.14	51.35	52.64	53.97	55.33	56.72	58.14	59.56	61.10	62.59
H164	50.64	51.86	53.17	54.51	55.88	57.28	58.73	60.16	61.71	63.21
H165	51.15	52.38	53.70	55.06	56.44	57.85	59.31	60.76	62.33	63.85
H166	51.66	52.90	54.24	55.60	57.01	58.43	59.91	61.36	62.95	64.49
H167	52.18	53.43	54.78	56.16	57.58	59.01	60.51	61.97	63.58	65.13
H168	52.70	53.97	55.33	56.72	58.15	59.60	61.11	62.59	64.21	65.79
H169	53.23	54.51	55.88	57.28	58.74	60.20	61.73	63.21	64.85	66.44
H170	53.76	55.06	56.44	57.85	59.33	60.80	62.34	63.85	65.50	67.11
H171	54.29	55.60	57.01	58.43	59.92	61.40	62.97	64.49	66.16	67.78
H172	54.84	56.16	57.58	59.01	60.52	62.01	63.59	65.13	66.82	68.45
H173	55.38	56.72	58.15	59.60	61.13	62.63	64.23	65.79	67.49	69.14
H174	55.94	57.28	58.74	60.20	61.74	63.26	64.87	66.44	68.16	69.83
H175	56.50	57.85	59.33	60.80	62.35	63.89	65.52	67.11	68.84	70.53
H176	57.06	58.43	59.92	61.40	62.98	64.53	66.17	67.78	69.53	71.23
H177	57.63	59.01	60.52	62.01	63.61	65.18	66.84	68.45	70.23	71.94
H178	58.21	59.60	61.13	62.63	64.24	65.83	67.51	69.14	70.93	72.66
H179	58.79	60.20	61.74	63.26	64.88	66.49	68.18	69.83	71.64	73.39
H180	59.38	60.80	62.35	63.89	65.53	67.15	68.86	70.53	72.36	74.12
H181	59.98	61.40	62.98	64.53	66.18	67.82	69.55	71.23	73.08	74.86
H182	60.58	62.01	63.61	65.18	66.85	68.50	70.25	71.94	73.81	75.61
H183	61.18	62.63	64.24	65.83	67.52	69.19	70.95	72.66	74.55	76.37
H184	61.79	63.26	64.88	66.49	68.19	69.88	71.66	73.39	75.29	77.13
H185	62.41	63.89	65.53	67.15	68.87	70.58	72.38	74.12	76.05	77.90
H186	63.03	64.53	66.18	67.82	69.56	71.28	73.10	74.86	76.81	78.68
H187	63.66	65.18	66.85	68.50	70.26	72.00	73.83	75.61	77.58	79.47
H188	64.30	65.83	67.52	69.19	70.96	72.72	74.57	76.37	78.35	80.26
H189	64.94	66.49	68.19	69.88	71.67	73.45	75.31	77.13	79.14	81.06
H190	65.59	67.15	68.87	70.58	72.39	74.18	76.07	77.90	79.93	81.88
H191	66.25	67.82	69.56	71.28	73.11	74.93	76.83	78.68	80.73	82.70
H192	66.91	68.50	70.26	72.00	73.84	75.68	77.60	79.47	81.54	83.52
H193	67.58	69.19	70.96	72.72	74.58	76.43	78.38	80.26	82.35	84.36
H194	68.26	69.88	71.67	73.45	75.32	77.19	79.16	81.06	83.18	85.20
H195	68.94	70.58	72.39	74.18	76.08	77.97	79.95	81.88	84.01	86.05
H196	69.62	71.28	73.11	74.93	76.84	78.74	80.75	82.70	84.85	86.91

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H197	70.32	72.00	73.84	75.68	77.61	79.53	81.56	83.52	85.70	87.78
H198	71.03	72.72	74.58	76.43	78.39	80.33	82.37	84.36	86.56	88.66
H199	71.73	73.45	75.32	77.19	79.17	81.13	83.20	85.20	87.42	89.55
H200	72.45	74.18	76.08	77.97	79.96	81.94	84.03	86.05	88.30	90.44
H201	73.18	74.93	76.84	78.74	80.76	82.76	84.87	86.91	89.18	91.35
H202	73.91	75.68	77.61	79.53	81.57	83.58	85.72	87.78	90.08	92.26
H203	74.65	76.43	78.39	80.33	82.38	84.42	86.58	88.66	90.98	93.18
H204	75.39	77.19	79.17	81.13	83.21	85.26	87.44	89.55	91.89	94.12
H205	76.15	77.97	79.96	81.94	84.04	86.12	88.32	90.44	92.80	95.06
H206	76.91	78.74	80.76	82.76	84.88	86.98	89.20	91.35	93.73	96.01
H207	77.68	79.53	81.57	83.58	85.73	87.85	90.10	92.26	94.67	96.97
H208	78.46	80.33	82.38	84.42	86.59	88.73	91.00	93.18	95.61	97.94
H209	79.24	81.13	83.21	85.26	87.46	89.61	91.91	94.12	96.57	98.92
H210	80.03	81.94	84.04	86.12	88.33	90.51	92.83	95.06	97.53	99.91
H211	80.83	82.76	84.88	86.98	89.22	91.41	93.76	96.01	98.51	100.90
H212	81.64	83.58	85.73	87.85	90.11	92.33	94.70	96.97	99.50	101.91
H213	82.46	84.42	86.59	88.73	91.01	93.25	95.64	97.94	100.49	102.93
H214	83.28	85.26	87.46	89.61	91.92	94.18	96.60	98.92	101.49	103.96
H215	84.12	86.12	88.33	90.51	92.84	95.12	97.56	99.91	102.51	105.00
H216	84.96	86.98	89.22	91.41	93.77	96.08	98.54	100.90	103.53	106.05
H217	85.81	87.85	90.11	92.33	94.71	97.04	99.53	101.91	104.57	107.11
H218	86.67	88.73	91.01	93.25	95.65	98.01	100.52	102.93	105.61	108.18
H219	87.53	89.61	91.92	94.18	96.61	98.99	101.53	103.96	106.67	109.27
H220	88.41	90.51	92.84	95.12	97.58	99.98	102.54	105.00	107.73	110.36
H221	89.29	91.41	93.77	96.08	98.55	100.98	103.57	106.05	108.81	111.46
H222	90.18	92.33	94.71	97.04	99.54	101.99	104.61	107.11	109.90	112.58
H223	91.08	93.25	95.65	98.01	100.53	103.01	105.65	108.18	111.01	113.70
H224	92.00	94.18	96.61	98.99	101.54	104.04	106.71	109.27	112.11	114.84
H225	92.91	95.12	97.58	99.98	102.55	105.08	107.78	110.36	113.23	115.98
H226	93.84	96.08	98.55	100.98	103.58	106.13	108.85	111.46	114.36	117.14
H227	94.78	97.04	99.54	101.99	104.62	107.19	109.94	112.58	115.51	118.32
H228	95.73	98.01	100.53	103.01	105.66	108.27	111.05	113.70	116.66	119.50
H229	96.69	98.99	101.54	104.04	106.72	109.35	112.15	114.84	117.83	120.69
H230	97.66	99.98	102.55	105.08	107.79	110.45	113.27	115.98	119.00	121.90
H231	98.63	100.98	103.58	106.13	108.87	111.55	114.40	117.14	120.19	123.12
H232	99.62	101.99	104.62	107.19	109.96	112.66	115.55	118.32	121.39	124.34
H233	100.62	103.01	105.66	108.27	111.06	113.79	116.70	119.50	122.60	125.59
H234	101.62	104.04	106.72	109.35	112.17	114.92	117.87	120.69	123.83	126.85
H235	102.63	105.08	107.79	110.45	113.29	116.07	119.04	121.90	125.07	128.12
H236	103.66	106.13	108.87	111.55	114.42	117.23	120.23	123.12	126.32	129.40
H237	104.70	107.19	109.96	112.66	115.56	118.40	121.43	124.34	127.59	130.69
H238	105.74	108.27	111.06	113.79	116.72	119.58	122.64	125.59	128.86	132.00
H239	106.80	109.35	112.17	114.92	117.88	120.78	123.87	126.85	130.15	133.32
H240	107.87	110.45	113.29	116.07	119.06	121.98	125.11	128.12	131.45	134.65
H241	108.95	111.55	114.42	117.23	120.25	123.20	126.36	129.40	132.77	136.00
H242	110.04	112.66	115.56	118.40	121.45	124.44	127.63	130.69	134.09	137.36
H243	111.14	113.79	116.72	119.58	122.67	125.68	128.90	132.00	135.43	138.73
H244	112.25	114.92	117.88	120.78	123.89	126.94	130.19	133.32	136.79	140.12
H245	113.38	116.07	119.06	121.98	125.13	128.21	131.49	134.65	138.16	141.52

**CITY OF CALABASAS  
HOURLY POSITIONS  
HOURLY WAGE RANGE / STEP SCHEDULE  
Effective January 1, 2016**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>
H246	114.51	117.23	120.25	123.20	126.39	129.49	132.81	136.00	139.53	142.93
H247	115.66	118.40	121.45	124.44	127.65	130.78	134.13	137.36	140.93	144.36
H248	116.81	119.58	122.67	125.68	128.93	132.09	135.48	138.73	142.34	145.81





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

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**DATE:           OCTOBER 15, 2015**

**TO:               HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT:   REQUEST FOR CONSENT OF DIAL-A-RIDE SERVICES BETWEEN THE  
                  CITY OF CALABASAS AND IDEAL GENERAL SERVICES, INC. AND  
                  APPROVAL OF A PROFESSIONAL AGREEMENT IN AN AMOUNT NOT  
                  TO EXCEED \$93,000.00.**

**MEETING   OCTOBER 28, 2015  
DATE:**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve the request for consent of Dial-A-Ride services between the City and Ideal General Services, Inc. Staff also requests that the City Council approve a professional services agreement in an amount not to exceed \$93,000.

**BACKGROUND:**

The previous service provider A2B Transportation Company, LLC was awarded the original contract for Dial-A-Ride services with a termination date of August 19, 2013. An amendment to the original agreement was approved and extended the agreement termination date to June 30, 2016.

A2B Transportation Company, LLC. sold the business to Ideal General Services, Inc. and submitted notice to the City that they would will cease providing services effective July 1, 2015. In order to provide continued service and to minimize the impact to the current service users, staff determined that it was best to award an

interim agreement for four months to the new business owner. At the completion of the agreement the new provider's performance would be evaluated and if the requirements set forth in the agreement complied to the satisfaction of the City, an agreement for the remaining term would be brought forth to the City Council for consideration and approval.

**ANALYSIS:**

Consultant's work was evaluated based on the customer satisfaction and their monthly reports. The current users are satisfied with the service that they are receiving and staff has been receiving positive feedback from the community. Also, staff is satisfied with the Consultant's reporting system which indicates that the Consultant has performed well during the monitoring process and has submitted satisfactory information with their monthly invoicing.

Staff requests that a Professional Services Agreement for an amount not to exceed \$93,000 be awarded to Ideal General Services, Inc. for the remaining 2015/2016 Fiscal Year, terminating on June 30, 2016. Prior to the termination date, the City will have received Request for Proposals submitted from similar service providers, and a new professional service agreement for services will be awarded to the most competent proposer.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The City utilizes proposition A and proposition C and Measure R Local Return funds to cover operation cost of Dial-A-Ride services.

**REQUESTED ACTION:**

Staff recommends that the City Council approve the request for consent of Dial-A-Ride services between the City and Ideal General Services, Inc. Staff also requests that the City Council approve a professional services agreement in an amount not to exceed \$93,000.

**ATTACHMENTS:**

- A: A2B Transportation Letter of Termination
- B: Professional Services Agreement with Ideal General Services, Inc.

## A2B Transportation Company, LLC

Friday, May 1, 2015

To Robert Yalda,

I would like thank you for the opportunity to have served the city for the last 10 years and it is with great sadness that I hereby give you my 60 day notice of termination of services. Effectively July 1, 2015 we will no longer provide Dial-A-Ride services, our services will continue through June 30, 2015.

Sincerely,



Joseph B. Elder

President

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas / *Ideal General Services, Inc.*)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and *Ideal General Services, Inc.* a *California corporation* (“Consultant”).

**2. RECITALS**

2.1 City has determined that it requires the professional services from a consultant to provide - Dial-A-Ride demand-response service for Seniors and disabled residents of Calabasas. The previous service provider, A2B Transportation Company, LLC. closed its business and submitted notice that it will cease providing services effective July 1, 2015, even though the current contract runs through June 30, 2016. A2B intended to assign their contract with City to Ideal General Services, Inc. In order to minimize the impact on current service users, and to prevent disruption of service, City determined that it was in the public interest to award an interim contract to the Consultant for the duration of four months, expiring on October 31, 2015. During this period, the Consultant’s performance was evaluated and they had complied with the requirements set forth in the Agreement to the satisfaction of the City. As noted in the interim Agreement, the remaining term of the A2B contract is to be assigned to the Consultant.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such interim services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s *June 16, 2015* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s *June 26, 2015* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 “Commencement Date”: November 1, 2015.

3.4 “Expiration Date”: June 30, 2016.

#### 4. TERM

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

#### 5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Ninety Three Thousand Dollars (\$93,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Parvaneh Mostofizadeh** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

#### 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this

Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule subject to the maximum cost as set forth in section 5.1.

- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not

be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

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

and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

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



effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City

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

If to Consultant:

*Ideal General Services, Inc.*  
*P.O. Box 9021*  
*Calabasas, CA 91302*  
*Attn: Parvaneh Mostofizadeh*  
Telephone: (818) 591-9400  
Facsimile: (818) 624-1624

With courtesy copy to:

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

## **16. SURVIVING COVENANTS**

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

## **17. TERMINATION**

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

## **18. GENERAL PROVISIONS**

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

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

**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”**  
**Ideal General Services, Inc.**

By: \_\_\_\_\_  
*Lucy M. Martin, Mayor*

By: \_\_\_\_\_  
*Parvaneh Mostofizadeh, President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Mahmoud Baniahmad, Vice President*

Date: \_\_\_\_\_

Attest:

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

Date: \_\_\_\_\_

Approved as to form:

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

Date: \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK

EXHIBIT B  
APPROVED FEE SCHEDULE






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

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**DATE:           OCTOBER 19, 2015**

**TO:             HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:** **ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER**  
**BRYAN SALGUERO, E.I.T., ASSISTANT ENGINEER**

**SUBJECT:   RECOMMENDATION TO APPROVE AN AMENDMENT TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT WITH PCI FOR PAVEMENT STRIPING, SIGNAGE AND RELATED SERVICES IN AN AMOUNT NOT TO EXCEED \$125,000**

**MEETING    OCTOBER 28, 2015**  
**DATE:**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve an amendment to the existing professional services agreement with PCI for pavement striping, signage and related services in an amount not to exceed \$125,000.

**BACKGROUND:**

PCI has a Professional Services Agreement (PSA) for pavement striping, signage and related services for the City in the amount not to exceed \$50,000.00. PCI has previously been awarded various PSA contracts and has fulfilled them to the City's standards.

Recently there have been projects requiring additional work aside from the regular maintenance services that was included in the current PSA, reducing the amount allowed for regular services. One of these projects included expedited construction of additional parking spaces on Civic Center Way in front of the City's Civic Center.

The construction required concrete work for landscaped island modifications, asphalt pavement fill and striping of parking stalls.

**DISCUSSION/ANALYSIS:**

To date, the City has almost depleted the amount allotted for this contract. Presently, staff has project/work requiring the services of PCI which includes the striping of new bike lanes on Park Granada between Calabasas Road and Parkway Calabasas, the annual restriping of faded pavement markings and legends and other striping and signage work throughout the City.

Without increasing the value of the existing professional services agreement with PCI, the City could not proceed with the aforementioned projects.

**FISCAL IMPACT/SOURCE OF FUNDING:**

City staff recommends an increase of \$75,000 to the existing Professional Services Agreement for a total amount not to exceed \$125,000. Funding for this amendment is to be mostly from Signing, Striping and Marking Account (10/312).

**REQUESTED ACTION:**

Staff recommends that the City Council approve an amendment to the existing professional services agreement with PCI for pavement striping, signage and related services in an amount not to exceed \$125,000.

**ATTACHMENTS:**

A: Professional Services Agreement

B: Amendment No. 1

ITEM 5 ATTACHMENT A

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

(City of Calabasas/PCI)

#6857C

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and PCI a California General Partnership ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Installation and removal of reflective and non-reflective pavement markings, pavement striping, temporary and permanent striping, pavement striping and marking removal, traffic signs and miscellaneous traffic services, on an on-call and an as needed basis.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's **June 3, 2015** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **June 3, 2015** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": **June 3, 2015.**
- 3.4 "Expiration Date": **June 2, 2016.**

Initials: (City)      (Contractor)

4. **TERM**

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

5. **CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Fifty Thousand Dollars (\$50,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **William Jacob** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

Initials: (City)      (Contractor)

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at

Initials: (City) VS (Contractor) [Signature]

Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

**7. OWNERSHIP OF WRITTEN PRODUCTS**


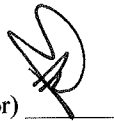
All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

Initials: (City)  (Contractor) 

**10. INDEMNIFICATION**

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

Initials: (City)                      (Contractor)

subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by

Initials: (City)                      (Contractor)



Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

Initials: (City) SP (Contractor) [Signature]

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.



- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

Initials: (City)  (Contractor) 

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

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

If to Consultant:

**PCI**  
**1105 E. Hill Street**  
**Long Beach, CA 90806**  
**Attn: William Jacob**  
**Telephone: (562) 218-0504**  
**Facsimile: (562) 218-0634**

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

Initials: (City)   *BC*   (Contractor)   *WJ*

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

Initials: (City)   *AS*   (Contractor)   *[Signature]*

writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Initials: (City)  (Contractor) 



- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.


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

Initials: (City) , (Contractor) 

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.


Initials: (City)  (Contractor) 

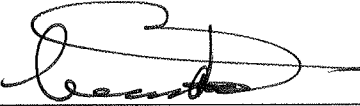
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"  
City of Calabasas

"Consultant" #6857C  
PCI

~~JA~~

By:   
Anthony Coroalles, City Manager

By:   
William Jacob, President/Treasurer

Date: 6/25/15

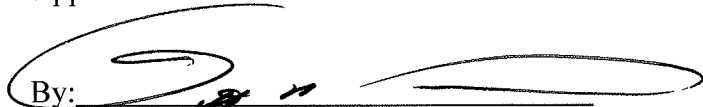
Date: 6-4-15

Attest:

By:   
Maricela Hernandez, MMC  
City Clerk

Date: 6/25/15

Approved as to form:

By:   
Scott H. Howard, City Attorney

Date: 6-24-15



EXHIBIT A  
SCOPE OF WORK

## SCOPE OF WORK

PCI will provide road striping services to the City of Calabasas on an on-call as-needed basis. The services could include, but are not limited to, the following.

1. When requested, installation of pavement striping;
2. When requested, installation of reflective and non-reflective pavement markers;
3. When requested, installation of temporary and permanent striping;
4. When requested, pavement striping / marking removal.

The primary contact at PCI is William Jacob who shall be responsible for estimating, maintaining project budgets and scheduling.

**EXHIBIT B  
APPROVED FEE SCHEDULE**

ONE COAT PAINT

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	DETAIL 1 - CENTERLINES	LF	\$ 0.12
2	DETAIL 2 - CENTERLINES	LF	\$ 0.12
3	DETAIL 5 - CENTERLINES	LF	\$ 0.12
4	DETAIL 6 - CENTERLINES	LF	\$ 0.12
5	DETAIL 8 - LANELINES	LF	\$ 0.12
6	DETAIL 9 - LANELINES	LF	\$ 0.12
7	DETAIL 11 - LANELINES	LF	\$ 0.12
8	DETAIL 12 - LANELINES	LF	\$ 0.12
9	DETAIL 15 - NO PASSING ZONES - ONE DIRECTION	LF	\$ 0.20
10	DETAIL 18 - NO PASSING ZONES - ONE DIRECTION	LF	\$ 0.20
11	DETAIL 19 - NO PASSING ZONES - ONE DIRECTION	LF	\$ 0.20
12	DETAIL 21 - NO PASSING ZONES - ONE DIRECTION	LF	\$ 0.20
13	DETAIL 22 - NO PASSING ZONES - ONE DIRECTION	LF	\$ 0.20
14	DETAIL 25 - LEFT EDGELINE	LF	\$ 0.13
15	DETAIL 27B - RIGHT EDGELINE	LF	\$ 0.13
16	DETAIL 27C - RIGHT EDGELINE EXTENSION THRU INTR	LF	\$ 0.32
17	DETAIL 28 - MEDIAN ISLANDS	LF	\$ 0.20
18	DETAIL 29 - MEDIAN ISLANDS	LF	\$ 0.20
19	DETAIL 31 - TWO WAY LEFT TURN LANE	LF	\$ 0.19
20	DETAIL 32 - TWO WAY LEFT TURN LANE	LF	\$ 0.19
21	DETAIL 37B - LANE DROP AT INTERSECTION	LF	\$ 0.22
22	DETAIL 38 - CHANNELIZING LINE	LF	\$ 0.22
23	DETAIL 38A - CHANNELIZING LINE	LF	\$ 0.22
24	DETAIL 39 - BIKE LANE LINE	LF	\$ 0.15
25	DETAIL 39A - INTERSECTION BIKE LANE LINE	LF	\$ 0.15
26	DETAIL 40 - LANE LINE EXTENSION THRU INTERSEC	LF	\$ 0.32
27	DETAIL 41 - CENTER LINE EXTENSION THRU INTERSEC	LF	\$ 0.32
28	TYPE I 10' ARROW	EA	\$ 29.00
29	TYPE IV (LT)/(RT) ARROW	EA	\$ 32.00
30	TYPE VI ARROW	EA	\$ 84.00
31	BIKE LANE ARROW	EA	\$ 27.00
32	BIKE LANE SYMBOL	EA	\$ 32.00
33	PAVMENT MARKINGS - NUMERALS "35"	EA	\$ 34.00
34	PAVMENT MARKINGS - WORDS "YIELD"	EA	\$ 49.00
35	PAVMENT MARKINGS - WORDS "SLOW"	EA	\$ 47.00
36	PAVMENT MARKINGS - WORDS "SCHOOL"	EA	\$ 71.00
37	PAVMENT MARKINGS - WORDS "AHEAD"	EA	\$ 63.00
38	PAVMENT MARKINGS - WORDS "XING"	EA	\$ 43.00
39	PAVMENT MARKINGS - WORDS "SIGNAL"	EA	\$ 65.00
40	PAVMENT MARKINGS - WORDS "STOP"	EA	\$ 45.00
41	PAVMENT MARKINGS - WORDS "PED"	EA	\$ 38.00
42	PAVMENT MARKINGS - WORDS "CLEAR"	EA	\$ 55.00
43	PAVMENT MARKINGS - WORDS "ONLY"	EA	\$ 45.00
44	PAVMENT MARKINGS - WORDS "NO"	EA	\$ 30.00
45	PAVMENT MARKINGS - WORDS "KEEP"	EA	\$ 49.00
46	12" CROSSWALK OR LIMIT LINE	LF	\$ 1.00
47	YIELD LINE	LF	\$ 1.38
48	CURB PAINTING	LF	\$ 0.85

MINIMUM CALL OUT OF \$1,200.00 FOR STRIPING, MARKING, OR RAISED PAVEMENT MARKERS

ITEM 5  
ATTACHMENT B

**AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and PCI)

This **Amendment No. 1** (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this **28<sup>th</sup> 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 **PCI, 975 W 1st St., Azusa, CA 91702** (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated **June 6, 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” [Month, Day, Year] 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” [Month, Day, Year] 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”: \_\_\_\_\_.
- 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 **\$125,000.00.**

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”**  
**PCI**

By: \_\_\_\_\_  
Lucy M. Martin, Mayor

By: \_\_\_\_\_  
William Jacob, President/Treasurer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**

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**DATE:           OCTOBER 19, 2015**

**TO:               HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:** **ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER**  
**BRYAN SALGUERO, E.I.T., ASSISTANT ENGINEER**

**SUBJECT:   RECOMMENDATION TO APPROVE AN AMENDMENT TO EXTEND THE AGREEMENT WITH RUIZ CONCRETE AND PAVING, INC. FOR ROADWAY REPAIR, MAINTENANCE, AND RELATED GENERAL ENGINEERING WORK FOR ONE YEAR AND TO INCREASE THE VALUE OF THE AGREEMENT TO AN AMOUNT NOT TO EXCEED \$150,000.**

**MEETING   OCTOBER 28, 2015**  
**DATE:**

---

**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council approve an amendment to extend the agreement with Ruiz Concrete and Paving, Inc. for roadway repair, maintenance, and related general engineering work, for one year and to increase the value of the agreement to an amount not to exceed \$150,000.

**BACKGROUND:**

Ruiz Concrete and Paving, Inc. (Ruiz) has a Professional Services Agreement (PSA) for roadway repair, maintenance and related general engineering work in an amount not to exceed \$50,000.00. The PSA is set to expire on December 31, 2015. Ruiz has previously received City contracts and has satisfactorily fulfilled them to the City's standards.

Recently, Ruiz was given the project for constructing additional parking stalls on Park Sorrento near the entrance to the City's Civic Center driveway. The work included re-routing and constructing a new sidewalk with a landscaped wall and streetlight relocation. This project and other miscellaneous works almost depleted the amount allotted for this contract.

**DISCUSSION/ANALYSIS:**

Presently, staff has various projects requiring the services of Ruiz. The work includes installation of reclaimed water lines to landscaped medians on Las Virgenes south of Thousand Oaks Boulevard and temporary paving work on Canon Dr.

The prediction of a strong El Niño condition for this coming winter season will likely bring wet weather to the region. It will likely increase the use of Ruiz for providing roadway repair and maintenance services such as pothole and drainage repair.

Without increasing the value and extending the duration of the existing professional services agreement with Ruiz, the City could not proceed with the aforementioned projects and use the services of Ruiz when needed.

**FISCAL IMPACT/SOURCE OF FUNDING:**

City staff recommends an increase of \$100,000 to the existing PSA, for a total not to exceed of \$150,000. Funding for this amendment is to be from Road Safety/Shoulder/Parkway Maintenance (10/312), Street and Sidewalk Repair (10/312) and Gas Tax (15).

**REQUESTED ACTION:**

Staff recommends that the City Council approve an amendment to extend the agreement with Ruiz Concrete and Paving, Inc. for roadway repair, maintenance, and related general engineering work, for one year and to increase the value of the agreement to an amount not to exceed \$150,000.

**ATTACHMENTS:**

A: Professional Services Agreement

B: Amendment No. 1

C: Amendment No. 2



ITEM 6 ATTACHMENT A

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

(City of Calabasas/Ruiz Concrete and Paving, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Ruiz Concrete and Paving, Inc., a California Corporation** ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **Emergency Work, New Asphalt Installation, Road Base Installation, Asphalt Overlay, Concrete Work, Roadway Striping, Masonry / Block Work, Manhole Relocation / Adjusting, Utility Adjustment, Catch Basins and other Related General Engineering Work as needed.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.


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


**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's **February 5, 2015** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **February 5, 2015** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": **February 9, 2015.**
- 3.4 "Expiration Date": **June 30, 2015.**

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of

Initials: (City) 

(Contractor) 

the parties or terminated earlier in accordance with Section 17 ("Termination") below.

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Fifty Thousand Dollars (\$50,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Aldo Ruiz** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to

Initials: (City)   *AS*   (Contractor)   *AR*

be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates

certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

Initials: (City)




(Contractor)



**10. INDEMNIFICATION**

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

Initials: (City) 

(Contractor) 

subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE


- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by

Initials: (City) 

(Contractor) 

Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

Initials: (City)



(Contractor)



cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

Initials: (City) JS

(Contractor) PR



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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Larry Edmonson  
Senior Public Works Inspector  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

Ruiz Concrete and Paving, Inc.  
344 Temple Avenue  
Long Beach, CA 90807  
Attn: Aldo Ruiz  
Telephone: (562) 439-3070  
Facsimile: (562) 434-6350

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

Initials: (City)



(Contractor)



**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

Initials: (City) RS (Contractor) RA

writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

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

Initials: (City) BB

(Contractor) AR

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//Ruiz Concrete and Paving, Inc.

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

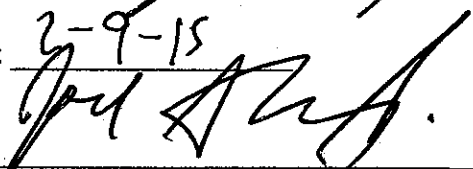
By:   
Anthony M. Coroalles, City Manager

Date: 2/12/15

“Consultant”  
Ruiz Concrete and Paving, Inc.

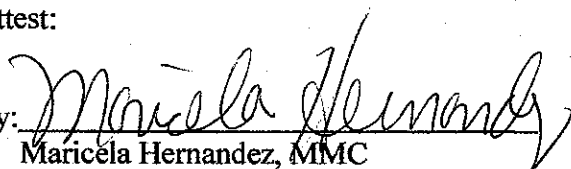
By:   
Aldo B. Ruiz, President

Date: 2-9-15

By:   
Jose A. Ruiz, Vice President

Date: 2-9-15

Attest:

By:   
Maricela Hernandez, MMC  
City Clerk

Date: 2/13/15

Approved as to form:

By:   
Scott H. Howard, City Attorney

Date: 2-11-15

**EXHIBIT A  
SCOPE OF WORK**

## Exhibit A



**RUIZ CONCRETE AND PAVING, INC.**

1344 TEMPLE AVE

LONG BEACH, CA 90804

Phone: (562) 439-3070

Fax: (562) 434-6350

**DBA Ruiz Engineering CO**

To: City of Calabasas

February 5, 2015

Attn: Larry Edmonson

RE: Scope of Work

Thank you for contacting our Company and we are pleased to provide the following services:

- Emergency Work
  - Response to Natral Diaster
  - Storm Clean up
  - Infrastructure Damage
  
- New Asphalt Installation
- Road Base Installtion
- Asphalt Overlay
- Concrete Work
  - Sidewalk
  - Curb & Gutter
  - Driveways
  
- Roadway Striping
- Masonry / Block Work
- Manhole Relocation / Adjusting
- Utility Adjustment
- Catch Basins
- Other Related General Engineering Work



**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

## Exhibit B



**RUIZ CONCRETE AND PAVING, INC.**

1344 TEMPLE AVE

LONG BEACH, CA 90804

Phone: (562) 439-3070

Fax: (562) 434-6350

**DBA Ruiz Engineering CO**

To: City of Calabasas

February 5, 2015

Attn: Larry Edmonson

RE: Fee Schedule

Prices for Equipment: Reference Price Per Day:

Paver-Lee Boy	\$1650.00
Grinder	\$ 3520.00
Back Hoe	\$308.00
Bobcat	\$264.00
Dump Truck 8 Ton Bobtail	\$330.00
Dump Truck End Dump	\$686.00
Water Truck	\$330.00
Rollers	\$269.00
Mini Grinder	\$1320.00
Sweeper	\$550.00
Flatbed Truck-tools	\$198.00
Specialty Truck Slurry	\$302.00
Specialty Truck Lumber	\$247.00
Water Truck	\$137.00
Concrete Mixer Trailer	\$137.00
Concrete Saw Trailer	\$137.00
Flat Tack Trailer	\$330.00
Concrete Saw	\$1200.00
Air Compressor	\$137.00
Arrow Board	\$137.00

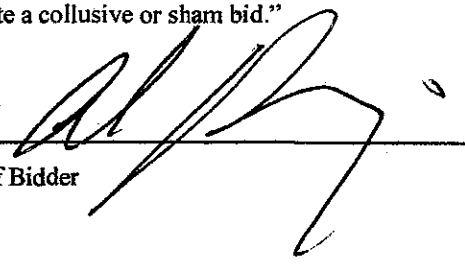
Prevailing Wages:

Mason	\$53.65
Operator	\$65.45
Labor	\$49.43

**NON-COLLUSION AFFIDAVIT**

State of California )  
                                  ) ss.  
County of Los Angeles)

Aldo Ruiz, being first duly sworn, deposes and says that he or she is President of RUIZ CPI, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

  
\_\_\_\_\_  
Signature of Bidder

Business Address 1344 Temple Ave  
Long Beach, CA 90804  
Place of Residence Long Beach, CA.

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the County  
of  
State of California.

My Commission Expires \_\_\_\_\_, 20\_\_.

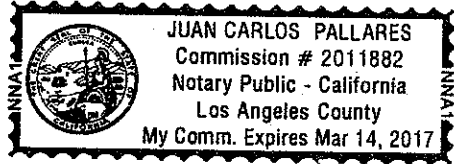
*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

State of California        )  
County of Los Angeles ) ss.

Subscribed and sworn to (or affirmed) before me on this 9<sup>th</sup> day of February 2015, by Aldo Belarmino Ruiz, Jr., proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Juan Carlos Pallares*

Attached to Non-Collusion Affidavit, City of Calabasas



**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/01/2014

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

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

<b>PRODUCER</b> Southland Insurance Brokers 19069 Van Buren Blvd. #114-484 Riverside, CA 92508	<b>AGENT NAME:</b> Arda Williams <b>PHONE:</b> 951.789.9801 <b>FAX:</b> 951.534.5500
	<b>INSURERS AFFORDING COVERAGE</b>
<b>INSURED</b> Ruiz Concrete And Paving, Inc. DBA: Ruiz Engineering Co 1344 Temple Ave. Long Beach, CA 90804	<b>INSURER A:</b> WESCO Insurance Co.
	<b>INSURER B:</b> Torus Specialty Insurance Co.
	<b>INSURER C:</b> Granite State Ins. Co.
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER: 2014-2015 renewal**      **REVISION NUMBER:**

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

LINE	TYPE OF INSURANCE	COVERAGE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		WPA103128102	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		WPA103128102	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB		TO BE DETERMINED	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DEO <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 4,000,000 \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		065257785	04/01/2014	04/01/2015	<input type="checkbox"/> INC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A				E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

Certificate holder is named additional insured  
 RE: Miscellaneous repairs throughout the City of Calabasas

<b>CERTIFICATE HOLDER</b> FAX: 562.434.6350  City of Calabasas Larry Edmondson 100 Civic Center Way Calabasas, CA 91302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Arda Williams
---	---

POLICY NUMBER: WPA103128102

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Blanket as required by written contract and effective during the policy period as stated in the policy declarations.</p> <p>City of Calabasas 100 Civic Center Way Calabasas, CA 93102</p>	<p>Blanket as required by written contract.</p> <p>Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the Additional Insured's negligence or solely the Additional Insured's responsibility.</p> <p>This insurance also does not apply to any structure with an intended occupancy of a private residence, not including apartments.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: WPA103128102

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Blanket as required by written contract and effective during the policy period as stated in the policy declarations.</p> <p><b>City of Calabasas</b> 100 Civic Center Way Calabasas, CA 93102</p>	<p>Blanket as required by written contract.</p> <p>Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the Additional Insured's negligence or solely the Additional Insured's responsibility.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

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

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

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

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

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

POLICY NUMBER: WPA103128102

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:	City of Calabasas
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph B. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ITEM 6  
ATTACHMENT B

**AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and Ruiz Concrete and Paving, Inc.)

This Amendment No.1 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 26<sup>th</sup> day of June 2015 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 ("City") and Ruiz Concrete and Paving Inc., 344 Temple Avenue, Long Beach, CA 90807 ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated February 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" [Month, Day, Year] 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" [Month, Day, Year] 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": **December 31, 2015.**
- 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 [\$ \_\_\_\_\_].~~

Initials: (City) km (Contractor) AR

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

“City”

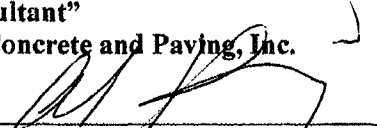
City of Calabasas

By:   
\_\_\_\_\_  
per Anthony M. Coroalles, City Manager

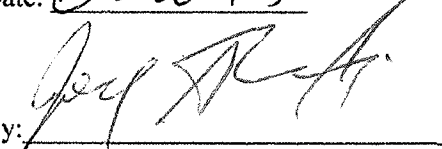
Date: 7/9/15

“Consultant”

Ruiz Concrete and Paving, Inc.

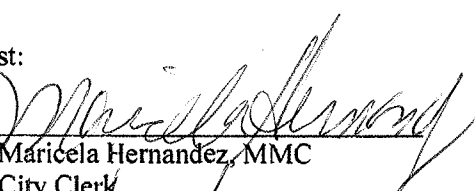
By:   
\_\_\_\_\_  
Aldo B. Ruiz, President

Date: 6-26-15

By:   
\_\_\_\_\_  
Jose A. Ruiz, Vice President

Date: 6-26-15

Attest:

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

Date: 7/13/15

Approved as to form:

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

Date: 7-9-15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2015

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

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

PRODUCER <b>Southland Insurance Brokers</b> 19069 Van Buren Blvd. #114-484  <b>Riverside CA 92508</b>	CONTACT NAME: <b>Horace Williams</b>	
	PHONE (A/C, No, Ext): <b>(951) 789-9901</b>	FAX (A/C, No): <b>(951) 534-5500</b>
	E-MAIL ADDRESS: <b>service@southlandins.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>WESCO Insurance Co.</b>	
INSURED <b>Ruiz Concrete And Paving Inc.</b> 1344 Temple Ave.  <b>Long Beach CA 90804</b>	INSURER B: <b>Torus Specialty Insurance Co.</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: CL157200609

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		WPA103128103	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		WPA103128103	6/30/2015	6/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 1,000,000
						EACH OCCURRENCE \$ 4,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		87251J151ALI	6/30/2015	6/30/2016	AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is named additional insured RE: Miscellaneous repairs throughout the City of Calabasas

## CERTIFICATE HOLDER

## CANCELLATION

(562) 434-6350

City of Calabasas  
Larry Edmondson  
100 Civic Center Way  
Calabasas, CA 91302

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

AUTHORIZED REPRESENTATIVE

Arda Williams/HORACE

POLICY NUMBER: WPA1031281-03

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket as required by written contract and effective during the policy period as stated in the policy declarations.	Blanket as required by written contract. Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the Additional Insured's negligence or solely the Additional Insured's responsibility.  This insurance also does not apply to any structure with an intended occupancy of a private residence, not including apartments.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: WPA1031281-03

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as required by written contract and effective during the policy period as stated in the policy declarations.	Blanket as required by written contract. Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the Additional Insured's negligence or solely the Additional Insured's responsibility.

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

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

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

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

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

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

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

POLICY NUMBER: WPA1031281-03

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Blanket as required by written contract and effective during the policy period as stated in the policy declarations.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ITEM 6  
ATTACHMENT C

**AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and **Ruiz Concrete and Paving, Inc.**)

This **Amendment No. 2** (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this **28<sup>th</sup> 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 **Ruiz Concrete and Paving, Inc., 1344 Temple Ave, Long Beach, CA 90804** (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated **February 2, 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” [Month, Day, Year] 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” [Month, Day, Year] 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”: **December 31, 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 **\$150,000.00.**

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**

By: \_\_\_\_\_  
Lucy M. Martin, Mayor

Date: \_\_\_\_\_

**“Consultant”**  
**[Ruiz Concrete and Paving, Inc.]**

By: \_\_\_\_\_  
Aldo B. Ruiz, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jose A. Ruiz, Vice President

Date: \_\_\_\_\_

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 19, 2015**

**TO:             HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:    ~~HEATHER~~ ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY  
ENGINEER  
HEATHER MELTON, LANDSCAPE DISTRICT MANAGER**

**SUBJECT:   AUTHORIZATION TO APPROVE A CONTRACT CHANGE ORDER FOR  
VALLEYCREST LANDSCAPE MAINTENANCE IN THE AMOUNT OF  
\$20,000.00 TO FUND FISCAL YEAR 2015-2016 REGULARLY  
SCHEDULED LANDSCAPE MAINTENANCE AND REQUIRED EXTRA  
WORK AS PART OF THE LANDSCAPE MAINTENANCE OF PUBLIC  
WORKS STREET MEDIANS AND CERTAIN SIDEWALK AND  
PARKWAY AREAS (AREA #2).**

**MEETING    OCTOBER 28, 2015  
DATE:**

---

**SUMMARY RECOMMENDATION:**

Authorization to approve a contract change order for ValleyCrest Landscape Maintenance in the amount of \$20,000.00 to fund Fiscal Year 2015-2016 regularly scheduled landscape maintenance and required extra work as part of the Landscape Maintenance of Public Works Street Medians and Certain Sidewalk and Parkway Areas (Area #2).

**BACKGROUND:**

A landscape maintenance contract was awarded to ValleyCrest Landscape Maintenance and became effective February 14, 2013. The contract expiration date is February 14, 2016.

The cost of certain required extra work is covered in the bid specification under the Unit Price List. The city's landscape manager is authorized to budget and utilize available monies for this work.

The amount requested to fund Fiscal Year 2015-2016 regularly scheduled landscape maintenance and required extra work is \$20,000.00

Staff is requesting approval of \$14,286.00 to fund Fiscal Year 2015-2016 public works median regularly scheduled monthly landscape maintenance contract, which includes a contractual 1.35% CPI increase; and \$5,714.00 to fund Fiscal Year 2015-16 required extra work to repair or replace damaged or destroyed public works median landscape irrigation systems or plants.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding exists in Fund: 10-312 – Street Maintenance Services: General Landscape Maintenance.

**REQUESTED ACTION:**

Move to approve a contract change order for ValleyCrest Landscape Maintenance in the amount of \$20,000.00 to fund Fiscal Year 2015-2016 regularly scheduled landscpae maintenance and required extra work as part of Landscape Maintenance of Public Works Street Medians and Certain Sidewalk and Parkway Areas (Area #2).

**ATTACHMENTS:**

- A: Change Order No. 2
- B: Professional Services Agreement
- C: Change Order No. 1

# ITEM 7 ATTACHMENT A

BASE CONTRACT AMOUNT		\$83,685.00
CHANGE ORDER #1	(+)	\$26,473.00
ADJUSTED CONTRACT AMOUNT	(=)	\$110,158.00
THIS CHANGE ORDER #2	(+)	\$20,000.00
FINAL CONTRACT AMOUNT	(=)	\$130,158.00

**CONTRACT CHANGE ORDER NO.:** 2  
**DATE:** 10/28/2015

**PROJECT TITLE:** Landscape Maintenance of Public Works Street Medians, Certain Sidewalks and Parkway Areas (Area #2) within the City of Calabasas  
**OWNER:**  
**CONTRACTOR:** VALLEYCREST LANDSCAPE MAINTENANCE

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<p>Regularly Scheduled Landscape Maintenance</p> <p style="padding-left: 40px;">This Change Order will cover the cost of FY 2015-2016 public works median regularly scheduled monthly landscape maintenance contract.</p>	\$ 14,286.00		
<p>Required Extra Work</p> <p style="padding-left: 40px;">This Change Order will cover the cost of FY 2015-2016 required extra work to repair or replace damaged or destroyed public works median landscape irrigation systems or plants.</p>	\$ 5,714.00		
<b>NET TOTALS</b>	<b>\$ 20,000.00</b>	<b>\$0.00</b>	<b>0</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: \$20,000.00  
 \*\*\* Twenty Thousand\*\*\* DOLLARS ADDITION

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 Frank Annino, Regional Vice President  
 Valleycrest Landscape Maintenance

RECOMMENDED:	APPROVED:	ACCEPTED:
Heather Melton Landscape Maintenance Manager Date:	Robert Yalda Public Works Director/City Engineer Date:	Lucy M. Martin Mayor Date:

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

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

ITEM 7 ATTACHMENT B

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

(City of Calabasas / ValleyCrest Landscape Maintenance, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and ValleyCrest Landscape Maintenance, Inc. a California, Corporation ("Consultant").

**2. RECITALS**

2.1 City has determined that it requires the following professional services from a consultant:

**Landscape Maintenance of Public Works Street Medians and certain sidewalks and parkways for Contract Area #2, Public Works Freeway Interchanges within the City of Calabasas.**

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

3.1 "Scope of Services": Such professional services as are set forth in Consultant's **January 18, 2013** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **January 18, 2013** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": **February 14, 2013.**

3.4 "Expiration Date": **February 14, 2016.**

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date

and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Twenty Seven Thousand Eight Hundred Ninety Five Dollars (\$27,895.00) per year** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Frank Annino** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with

Initials: (City)

(Contractor)

provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

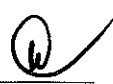
## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment

Initials: (City)



(Contractor)



requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant, may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

The parties agree that City, its officers, agents, employees and volunteers should, to the

Initials: (City)  (Contractor) 

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / ValleyCrest Landscape Maintenance, Inc.

fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

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

Initials: (City) DES (Contractor) CS



- 10.5 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE


- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:


11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such

Initials: (City) 

(Contractor) 

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / ValleyCrest Landscape Maintenance, Inc.

provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard

Initials: (City)   *JS*   (Contractor)   *C*

to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

Initials: (City) DE (Contractor) CB

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
**Attn: Steve Ball, Landscape Manager**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

ValleyCrest Landscape Maintenance, Inc.  
13691 Vaughn Street  
San Fernando, CA 91340  
**Attn: Frank Annino, Regional Vice President**  
Telephone: (818) 838-4700  
Facsimile: (818) 361-4292

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

Initials: (City) SB (Contractor) EA

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

Initials: (City)



(Contractor)



Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / ValleyCrest Landscape Maintenance, Inc.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Initials: (City)  (Contractor) 

- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

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

Initials: (City) FB (Contractor) Q

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / ValleyCrest Landscape Maintenance, Inc.

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Initials: (City)



(Contractor)





Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas / ValleyCrest Landscape Maintenance, Inc.

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"**  
ValleyCrest Landscape Maintenance, Inc.

~~By:~~ By: Mary Sue Maurer  
Mary Sue Maurer, Mayor

By: Frank Annino  
Frank Annino, Regional Vice President

Date: 3/21/13

Date: 3/18/13

Attest:

By: Maricela Hernandez  
Maricela Hernandez, MMC  
City Clerk

Date: 3/21/13

Approved as to form:

By: Scott H. Howard  
Scott H. Howard, Interim City Attorney

Date: 3-21-13

EXHIBIT A  
SCOPE OF WORK

**CITY OF CALABASAS**

**NOTICE  
REQUEST FOR QUALIFICATIONS / PROPOSALS  
LANDSCAPE MAINTENANCE OF  
PUBLIC WORKS STREET MEDIANS AND CERTAIN SIDEWALK  
AND PARKWAY AREAS  
WITHIN THE CITY OF CALABASAS**

Notice is hereby given that sealed qualifications / proposals will be accepted by the City of Calabasas, Public Works Department, **up to the end of the business day (5:30 PM) on January 18, 2013**. The landscape maintenance contractor shall furnish all labor, materials and work necessary to perform landscape maintenance to all noted areas within the City of Calabasas, Ca.

This RFQ/P comprises the complete Landscape Maintenance areas throughout the City of Calabasas, including maps and square footages of all areas to be maintained.

Proposals shall be delivered to the City Clerk and addressed to:

City of Calabasas  
**ATTN: CITY CLERK**  
Public Works Department, Landscape Manager  
100 Civic Center Way  
Calabasas, Ca 91302

**Proposals shall be submitted to the City Clerk**, along with all support documentation, and shall be plainly marked on the outside of the envelope, **LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN THE CITY OF CALABASAS, CA.**

**Proposals not received by 5:30 PM, January 18, 2013**, will be considered non-responsive and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals postmarked prior to the submittal deadline, but received after the deadline will be considered non-responsive and will be returned unopened.

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

**COST-BREAKDOWN SCHEDULES**

**CITY OF CALABASAS  
LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS  
CERTAIN SIDEWALK AND PARKWAYS AREAS  
WITHIN THE CITY OF CALABASAS**

**JANUARY 2013**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, **SECTION E-SPECIAL PROVISIONS**. The City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

**The City reserves the right to reject any and all proposals, to waive any informality in a price quote, and to make awards in the best interest of the City.**

The Contractor shall perform an independent take-off of the plans/maps and bid accordingly. Quantities listed in this Cost-Breakdown Schedule are intended only as a guide for the Contractor as to anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of area actually maintained as required by the Contract Documents, including addenda.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, disposal and all associated fees associated with completing the work in place per the maps, specifications and details as included herein.

NAME OF LANDSCAPE MAINTENANCE COMPANY: ValleyCrest Landscape Maintenance

CONTRACTOR'S LICENSE NO.: 266211

AUTHORIZED SIGNATURE: \_\_\_\_\_  


TITLE: Regional Vice President

DATE: 01/18/2013

LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND  
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN  
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

CONTRACT AREA #2 - PUBLIC WORKS FREEWAY INTERCHANGES						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
<b>GENERAL MAINTENANCE</b>						
1.	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 12.204	52	\$ 634.62
2.	Walk through inspection with City representative.	LS	1	\$ 8.136	12	\$ 97.63
3.	Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal.	100 SF	62	\$ 0.509	52	\$ 1,586.54
4.	Litter, mulching (as needed), weeding.	100 SF	885	\$ 0.012	52	\$ 1,269.23
5.	Insect, disease, pest, and rodent control.	LS	1	\$ 55.000	*As required.	\$ 660.00
<b>GROUND COVER AND SHRUB AREAS</b>						
6.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	1,403	\$ 0.109	52	\$ 7,932.71
7.	Shrub pruning in natural form.	100 SF	1,403	\$ 1.769	2	\$ 4,963.03
8.	Edging.	LS	1	\$ 12.204	12	\$ 146.45
9.	Fertilization.	100 SF	1,403	\$ 0.110	4	\$ 617.32
10.	Mulching.	100 SF	1,403	\$ 0.652	6	\$ 5,491.88
<b>TREES</b>						
11.	Inspect for damage and/or special needs for safety and health.	EA	172	\$ 0.108	12	\$ 219.6E
12.	Pruning for pedestrian / vehicular clearances.	EA	172	\$ 0.610	12	\$ 1,244.83
13.	Maintain tree wells, including weeding, mulching, leveling, and leveling grates.	EA	172	\$ 0.407	12	\$ 829.88
14.	Inspect and adjust tree stakes, ties and guys.	EA	172	\$ 0.101	12	\$ 205.03
15.	Fertilization.	EA	172	\$ 0.210	4	\$ 142.87
16.	Watering of Quercus trees along Lost Hills Freeway on-ramp via quick coupler.	EA	7	\$ 0.872	104	\$ 634.62
<b>IRRIGATION SYSTEMS</b>						
17.	Operate, inspect, repair, and adjust/program irrigation systems.	1000 SF	141	\$ 0.0E7	52	\$ 634.62

ADDENDUM NO. 1

45

Spc12-19

Initials: (City) \_\_\_\_\_ Contractor) 

LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND  
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN  
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

CONTRACT AREA #2 - PUBLIC WORKS FREEWAY INTERCHANGES						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
18.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1000 SF	141	\$ 0.692	12	\$ 1,171.60
19.	Irrigation system audit.	1000 SF	141	\$ 0.000	2	\$ 0.00
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 28,482.54
TOTAL AMOUNT COST BREAKDOWN IN WORDS <u>Twenty Eight Thousand Four Hundred Eighty</u> <u>Two Dollars and Fifty Four Cents</u>						

\*For multiplication purposes, treat as (1).

ADDENDUM NO. 1  
48

Spc12-19

Initials: (City)

Contractor)

*[Handwritten initials]*

*[Handwritten initials]*

LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND  
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN  
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

**COST BREAKDOWN TOTAL CONTRACT AREA #2**

<b>TOTAL AMOUNT OF COST BREAKDOWN IN FIGURES</b>	\$ 28,482.54
<b>TOTAL AMOUNT OF COST BREAKDOWN IN WORDS:</b> Twenty Eight Thousand Four Hundred Eighty Two Dollars and Fifty Four Cents	

Note: The total cost of the Cost Breakdown will be considered the base bid for this Contract Area No. 2.

NAME OF LANDSCAPE MAINTENANCE FIRM:

: ValleyCrest Landscape Maintenance

CONTRACTOR'S LICENSE NUMBER: 266211

AUTHORIZED SIGNATURE:   
Frank Annino

TITLE: Regional Vice President

DATE: 01/18/2013

Spc12-19

ADDENDUM NO. 1  
47

Initials: (City)  Contractor) 



LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND  
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN  
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

**UNIT PRICE LIST**  
**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**  
**Unit Prices for Additional Work**

Item No.	Description			Unit Price	Unit
1.	Misc. irrigation system repair parts @ cost plus 10 %				
2.	Landscape Irrigation Technician: Hourly Rate:			\$ 50	EA
3.	Pop-up sprinkler / replace	4"	@	\$ 8.00	EA
		6"	@	\$ 17.00	EA
		12"	@	\$ 32.00	EA
4.	Pop-up gear drive sprinkler / replace	4"	@	\$ 4.00	EA
		6"	@	\$ 7.00	EA
		12"	@	\$ 16.00	EA
5.	Fixed shrub sprinkler / replace	4"	@	\$ 4.00	EA
		6"	@	\$ 7.00	EA
		12"	@	\$ 12.00	EA
6.	Fixed shrub gear driven sprinkler / replace	4"	@	\$ 3.00	EA
		6"	@	\$ 5.00	EA
		12"	@	\$ 10.00	EA
7.	Automatic sprinkler valve / replace	¾"	@	\$ 200.00	EA
		1"	@	\$ 250.00	EA
		1½"	@	\$ 320.00	EA
		2"	@	\$ 360.00	EA
8.	1-gal. shrub/perennial install		@	\$ 9.00	EA
9.	2-gal. shrub/perennial install		@	\$ 15.00	EA
10.	5-gal. shrub/perennial install		@	\$ 22.50	EA
11.	5-gal tree in place (stakes incl.)		@	\$ 32.00	EA
12.	15 gal. Tree in place (stakes incl.)		@	\$ 95.00	EA
13.	24" box tree in place (stakes incl.)		@	\$ 310.00	EA
14.	36" box tree in place (stakes, incl.)		@	\$ 975.00	EA
15.	48" box tree in place (stakes, incl.)		@	\$ 1400.00	EA
16.	Hand watering of tree well		@	\$ 7.50	EA
17.	Flat of ground cover install		@	\$ 25.00	EA
18.	4" pot annual color		@	\$ 25.00	EA
19.	Planter bed mulch in place		@	\$ 25.00	/Cubic Yard
20.	Turf renovation (incl. de-thatch, over seed, top dress)		@	\$ 150.00	/1,000 Sq. Ft.
21.	Turf aeration		@	\$ 32.00	/1,000 Sq. Ft.
22.	Additional labor		@	\$ 25.00	/Manhour
23.	Additional supervisor		@	\$ 50.00	/Manhour
24.	Additional mowing		@	\$ 25.00	/100 Sq. Ft.
25.	Sod installation		@	\$ 0.95	SF
26.	Seed installation		@	\$ 0.10	SF
27.	Fertilization (shrub bed & turf)		@	\$ 115.00	AS/Acre
28.	Soil test and analysis		@	\$ 450.00	Unit
29.	Plant tissue analysis		@	\$ 650.00	Unit
30.	Plant pathology test		@	\$ 650.00	Unit
31.	Backflow prevention device inspection		@	\$ 125.00	Unit
32.	Pesticide application on trees for disease control		@	\$ 75.00	EA
33.	Landscape Design Services		@	\$ 120.00	Hour
34.	Submit disease/pest control records to county agricultural commissioner		@	\$ 95.00	Per occurrence
35.	Insect, disease and rodent control		@	\$ 95.00	10,000 Sq. Ft.

Note: The Landscape Maintenance firm is required to complete the unit price column as part of the RFQ submittal.

Spc12-19

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Initials: (City) JS Contractor) CB

ITEM 7 ATTACHMENT C



CITY of CALABASAS

BASE CONTRACT AMOUNT		\$	83,685
CHANGE ORDER No. 1	(+)	\$	26,473
<b>FINAL CONTRACT AMOUNT</b>	<b>(=)</b>	<b>\$</b>	<b>110,158</b>

CONTRACT CHANGE ORDER NO.: 1  
DATE: 12/10/14

**PROJECT TITLE:** LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS, CERTAIN SIDEWALKS AND PARKWAY AREAS (AREA #2) WITHIN THE CITY OF CALABASAS  
**OWNER:** CITY OF CALABASAS  
**CONTRACTOR:** VALLEYCREST LANDSCAPE MAINTENANCE

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
This Change Order will fund Fiscal Year 2014-15 regularly scheduled monthly landscape maintenance, which includes a 1.08% CPI Increase.	\$16,473		
This Change Order will fund Fiscal Year 2014-15 required extra work which may include irrigation repair/replacement and replacement of damaged/destroyed plants.	\$10,000		
	\$26,473		

We hereby agree to make the above change subject to the terms of this order for the sum of: \$26,473

**\*\* TWENTY SIX THOUSAND FOUR HUNDRED AND SEVENTY THREE DOLLARS \*\***

CONTRACTOR: VALLEYCREST LANDSCAPE MAINTENANCE

*[Signature]*  
Frank Annino, Regional Vice President

1/5/15

DATE

<b>RECOMMENDED:</b> <i>[Signature]</i>	<b>APPROVED:</b> <i>[Signature]</i>	<b>ACCEPTED:</b> <i>[Signature]</i>
Steve Ball, Landscape District Manager Date: 1/13/15	Robert Yalda, Public Works Director/City Engineer Date: 1/13/2015	David J. Shapiro, Mayor Date: 1/14/15

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

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




*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

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**DATE:           OCTOBER 19, 2015**

**TO:               HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:** **ROBERT YALDA, PUBLIC WORKS DIRECTOR, P.E., T.E.**  
**HEATHER MELTON, LANDSCAPE MANAGER**  
**BRYAN SALGUERO, E.I.T., ASSISTANT ENGINEER**

**SUBJECT:   AUTHORIZATION TO APPROVE A CONTRACT CHANGE ORDER FOR VENCO WESTERN, INC. IN THE AMOUNT OF \$56,000.00 TO FUND FY 2015-16 REGULAR MONTHLY LANDSCAPE MAINTENANCE AND REQUIRED EXTRA WORK FOR LANDSCAPE MAINTENANCE OF CITY PARKS.**

**MEETING   OCTOBER 28, 2015**  
**DATE:**

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**SUMMARY RECOMMENDATION:**

Authorization to approve a contract change order for Venco Western, Inc. in the amount of \$56,000.00 to fund FY 2015-16 regular monthly landscape maintenance and required extra work for Landscape Maintenance of City Parks.

**BACKGROUND:**

In 2013 a 3-year contract was awarded to Venco Western, Inc. and became effective February 14, 2013. The contract expiration date is February 14, 2016.

The cost of certain required extra work is covered in the bid specification under the

Unit Price List. The city’s landscape manager is authorized to budget and utilize available monies for required extra parks landscape maintenance repair, replacement and refurbishment work.

Based on past fiscal year expense history, in order to maintain Parks landscape in quality condition, it is projected that \$56,000.00 will be required to fund FY 2015-16 required extra work (see cost breakout chart below).

2015-16 Regular Landscape Maintenance							Total Regular Work
34,591							34,591
						Sub-Total	\$34,591

Extra Work							
Tree Trimming	Irrigation Repair	Emergency Tree Removal	Landscape Refurbish	Pest Abatement	Plant Shrubs & Turf	Plant Trees	Total Extra Work
5,000	5,609	8,000		2,800			24,409
						Sub-Total	\$24,409

<b>Total</b>	<b>\$56,000.00</b>
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**FISCAL IMPACT/SOURCE OF FUNDING:**

Funds exist in Fund: 10 – 321 General Landscape.

**REQUESTED ACTION:**

Move to approve a contract change order for Venco Western, Inc. in the amount of \$56,000.00 to fund FY 2015-16 regular monthly landscape maintenance and required extra work for Landscape Maintenance of City Parks.

**ATTACHMENTS:**

**A:** Contract Change Order No. 3

**B:** Professional Services Agreement

**C:** Contract Change Order No. 1

**ATTACHMENT D: Contract Change Order No. 2**

# ITEM 8 ATTACHMENT A

BASE CONTRACT AMOUNT		\$795,000.00
CHANGE ORDER #1	(+)	\$70,100.00
<hr/>		
ADJUSTED CONTRACT AMOUNT	(=)	\$865,100.00
CHANGE ORDER #2	(+)	\$181,800.00
<hr/>		
ADJUSTED CONTRACT AMOUNT		\$1,046,900.00
THIS CHANGE ORDER #3	(+)	\$56,000.00
FINAL CONTRACT AMOUNT	(=)	\$1,102,900.00

**CONTRACT CHANGE ORDER NO.:** 3  
**DATE:** 10/28/2015

PROJECT TITLE: Landscape Maintenance of City Parks within the City of Calabasas

OWNER: City of Calabasas  
 CONTRACTOR: VENCO WESTERN, INC.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
This Change Order will fund regular maintenance and required extra work which may include irrigation repair, replacement of damaged/destroyed plants, damaged/destroyed/dead trees, tree trimming, planting & removals and ground and/or tree pest abatement for the contract year of February 14, 2013 to February 14, 2016.	\$ 56,000.00		
<b>NET TOTALS</b>	<b>\$ 56,000.00</b>	<b>\$0.00</b>	<b>0</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: \$56,000.00  
 \*\*\* Fifty Six Thousand\*\*\* DOLLARS ADDITION

DATE \_\_\_\_\_

Linda Burr, President  
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Heather Melton Landscape Maintenance Manager Date:	Robert Yalda Public Works Director/City Engineer Date:	Lucy M. Martin Mayor Date:

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

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

ITEM 8 ATTACHMENT B

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

**(City of Calabasas / Venco Western, Inc.)**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Venco Western, Inc., a California, Corporation** ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant:

**Landscape Maintenance of City Parks within the City of Calabasas.**

- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's **January 15, 2013** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **January 15, 2013** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": **February 14, 2013.**
- 3.4 "Expiration Date": **February 14, 2016.**

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties, with the option of two (2) one-year extensions, or terminated earlier in accordance

with Section 17 ("Termination") below.

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Two Hundred Sixty Five Thousand Dollars (\$265,000.00) per year** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services **Heather Melton** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

Initials: (City) PS (Contractor) UB



(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the

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payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant, may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

Initials: (City) BB (Contractor) UB

**10. INDEMNIFICATION**

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

Initials: (City) PPA (Contractor) UB

subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by

Initials: (City) EB (Contractor) UB

Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

~~11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).~~ *UB*

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be

Initials: (City) *RF* (Contractor) *UB*

canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

Initials: (City) DB (Contractor) UB

therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
**Attn: Steve Ball, Landscape Manager**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.  
2400 Eastman Ave.  
Oxnard, CA 93030  
**Attn: Linda Burr, President**  
Telephone: (805) 981-2400  
Facsimile: (805) 981-2450

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

Initials: (City) SB (Contractor) LB

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

Initials: (City) PE (Contractor) UB



- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19 **PREVAILING WAGES**

19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

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

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas/Venco Western, Inc.

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

By: Mary Sue Maurer  
Mary Sue Maurer, Mayor

Date: 3/13/13

“Consultant”  
Venco Western, Inc.

By: Linda Burr  
Linda Burr, President

Date: March 12, 2013

By: Mario DelNagro  
Mario DelNagro, General Manager

Date: 3/12/2013

Attest:

By: Maricela Hernandez  
Maricela Hernandez, MMC  
City Clerk

Date: 3/14/13

Approved as to form:

By: Scott H. Howard  
Scott H. Howard, Interim City Attorney

Date: 3-13-13

ITEM 8 ATTACHMENT C



CITY of CALABASAS

BASE CONTRACT AMOUNT	\$ 795,000.00	CONTRACT CHANGE ORDER NO.:	1
CHANGE ORDER #1	(+) \$ 70,100.00	DATE:	12/10/14
FINAL CONTRACT AMOUNT	(-) \$ 865,100.00		

PROJECT TITLE: LANDSCAPE MAINTENANCE OF CITY PARKS WITHIN THE CITY OF CALABASAS  
 OWNER: CITY OF CALABASAS  
 CONTRACTOR: VENCO WESTERN, INC.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
This Change Order will fund required extra work which may include irrigation repair, replacement of damaged/destroyed plants, damaged/destroyed/dead trees, and ground and/or tree pest abatement for the contract year of February 14, 2013 to February 14, 2016.	\$ 70,100		
	\$ 70,100		0

We hereby agree to make the above change subject to the terms of this order for the sum of: \$ 70,100

**\*\* SEVENTY THOUSAND ONE HUNDRED DOLLARS \*\*** ADDITION

CONTRACTOR: VENCO WESTERN, INC.

*Linda Burr, President*  
*[Signature]*  
 DATE: Jan 5, 2015

RECOMMENDED: <i>[Signature]</i> Steve Ball, Landscape District Manager Date: 1/13/15	APPROVED: <i>[Signature]</i> Robert Yalda, Public Works Director Date: 1/13/2015	ACCEPTED: <i>[Signature]</i> David J. Shapiro Date: 1-14-15
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**NOTE:** The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

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

## ITEM 8 ATTACHMENT D

BASE CONTRACT AMOUNT		\$795,000.00
CHANGE ORDER #1	(+)	\$70,100.00
ADJUSTED CONTRACT AMOUNT	(=)	\$865,100.00
THIS CHANGE ORDER #2	(+)	\$181,800.00
FINAL CONTRACT AMOUNT	(=)	\$1,046,900.00

CONTRACT CHANGE ORDER NO.: 2  
DATE: 8/12/2015

PROJECT TITLE: Landscape Maintenance of City Parks within the City of Calabasas


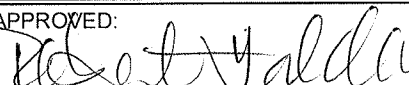
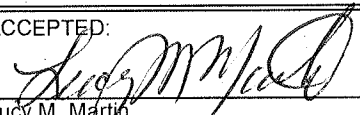
OWNER: City of Calabasas  
CONTRACTOR: VENCO WESTERN, INC.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
This Change Order will fund regular maintenance and required extra work which may include irrigation repair, replacement of damaged/destroyed plants, damaged/destroyed/dead trees, tree trimming, planting & removals and ground and/or tree pest abatement for the contract year of February 14, 2013 to February 14, 2016.	\$ 181,800.00		
<b>NET TOTALS</b>	<b>\$ 181,800.00</b>	<b>\$0.00</b>	<b>0</b>

We hereby agree to make the above change subject to the terms of this order for the sum of: \$181,800.00  
 \*\*\* One Hundred Eighty One Thousand Eight Hundred\*\*\* DOLLARS ADDITION

DATE \_\_\_\_\_

Linda Burr, President  
Venco Western, Inc.

RECOMMENDED:  Steve Ball Landscape Maintenance Manager Date: 9/14/15	APPROVED:  Robert Yalda Public Works Director/City Engineer Date: 9/2/15	ACCEPTED:  Lucy M. Martin Mayor Date: 9-17-15
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NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

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



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

---

**DATE:** OCTOBER 15, 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 28, 2015

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**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).

The City Council meeting agenda for October 14, 2015 included this item as a public hearing, and the item had been noticed accordingly; however, the Council



decided to continue the item to October 28, 2015 due to time constraints.

**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 Calabasas 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 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

**CITY COUNCIL  
RESOLUTION NO. 2015-1481**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS 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 before the City Council (initiated on October 14, 2015 and continuing on October 28, 2015).
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 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 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 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.

**PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> 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:

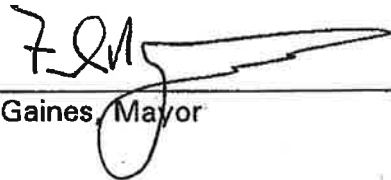
Section 1. The City Council hereby requests the Local Agency Formation Commission of Los Angeles County amend the Sphere of Influence for the City of Calabasas to include the Craftsman Corner territory, as illustrated on Exhibit A, and to amend the corresponding Sphere of Influence for the City of Hidden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

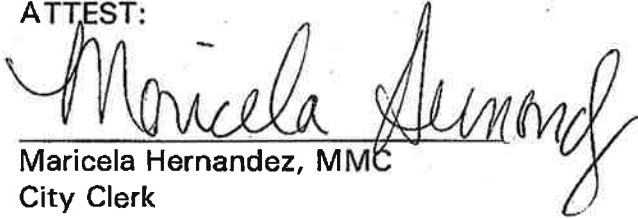
Section 4. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of December, 2013.



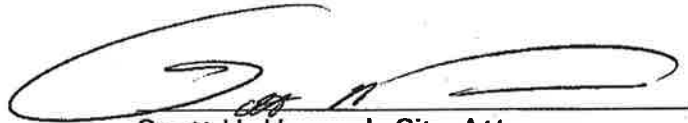
Fred Gaines, Mayor

**ATTEST:**



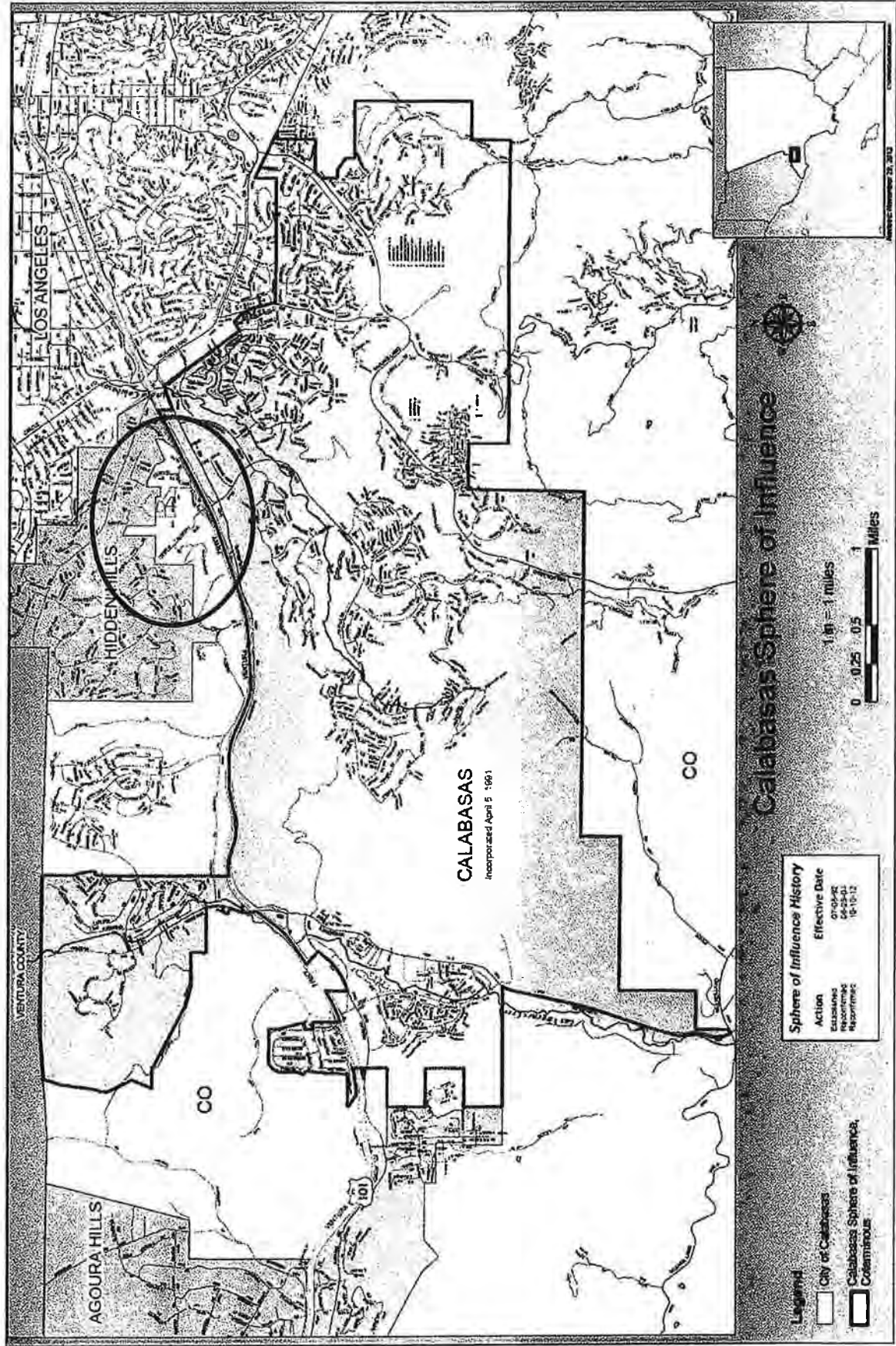
Maricela Hernandez, MMC  
City Clerk

**APPROVED AS TO FORM:**



Scott H. Howard, City Attorney

# Proposed Annexation of Craftsman's Corner



**Sphere of Influence History**

Action	Effective Date
annexation	07-03-92
reannexation	04-23-93
reapportionment	10-10-12

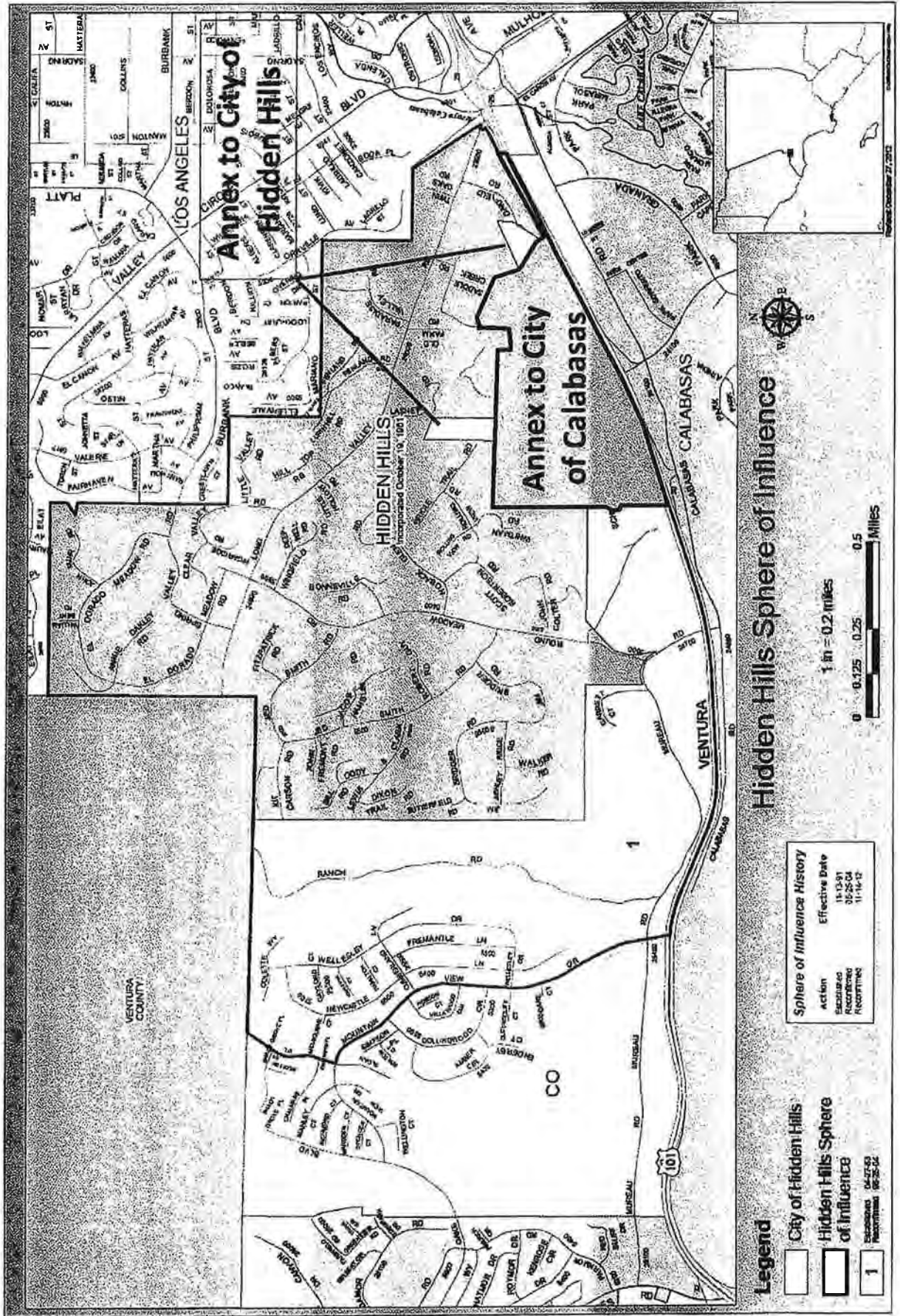
**Legend**

	City of Calabasas
	Calabasas Sphere of Influence, Colamininus

Calabasas Sphere of Influence

DATE: November 25, 2013

# Proposed Craftsman's Corner Annexation



## Legend

-  City of Hidden Hills
-  Hidden Hills Sphere of Influence
-  1

Sphere of Influence History	
Action	Effective Date
Scenario	11-13-91
Recorded	02-25-04
Reapproved	11-14-12

1 in = 0.2 miles



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

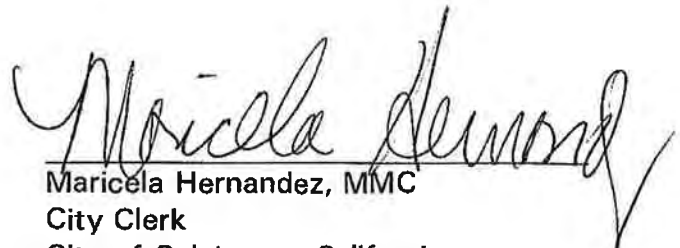
I, **MARICELA HERNANDEZ, MMC**, City Clerk of the City of Calabasas, California, **DO HEREBY CERTIFY** that the foregoing resolution, being **Resolution No. 2013-1393** was duly adopted by the City Council of the City of Calabasas, at a regular meeting of the City Council held December 11, 2013, and 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 28, 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 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 City Council public hearing was posted in the *Las Virgenes Enterprise* ten (10) days prior to the hearing.

- C. Notice of the 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 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** this day of, 2015.

\_\_\_\_\_  
Lucy M. Martin, Mayor

ATTEST:

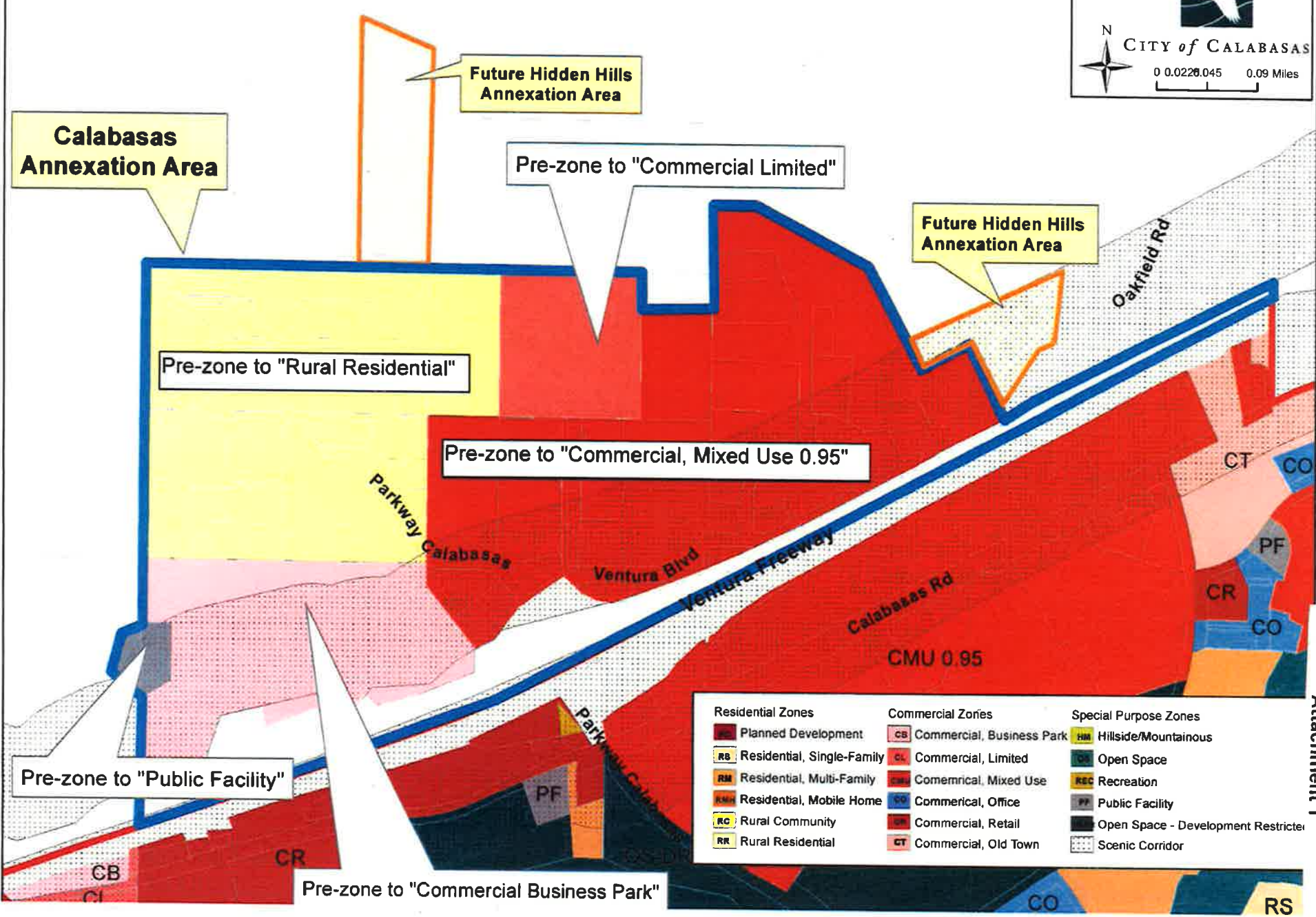
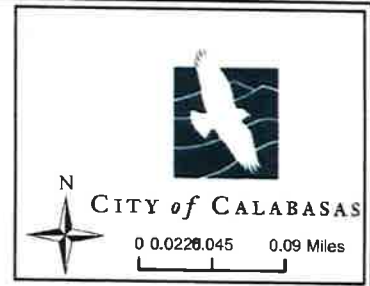
\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

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

Attachment 1:        Pre-zone Map

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



Residential Zones	Commercial Zones	Special Purpose Zones
Planned Development	Commercial, Business Park	Hillside/Mountainous
Residential, Single-Family	Commercial, Limited	Open Space
Residential, Multi-Family	Commercial, Mixed Use	Recreation
Residential, Mobile Home	Commercial, Office	Public Facility
Rural Community	Commercial, Retail	Open Space - Development Restrictive
Rural Residential	Commercial, Old Town	Scenic Corridor

Attachment 1

**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).*

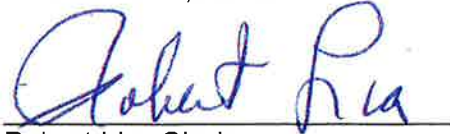
The City of Calabasas prepared a comprehensive General Plan update in 2008 (The Calabasas 2030 General Plan), for which the City also prepared and adopted a Final Environmental Impact Report. A Second Addendum to the General Plan EIR has been prepared for this project in accordance with CEQA guidelines. 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 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.

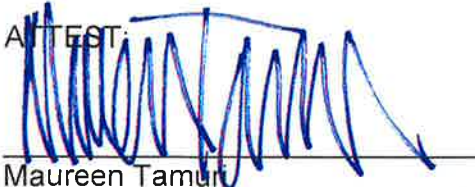
**Section 5.** All documents described in Section 1 of PC Resolution No. 2015-599 are deemed incorporated by reference as set forth at length.

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

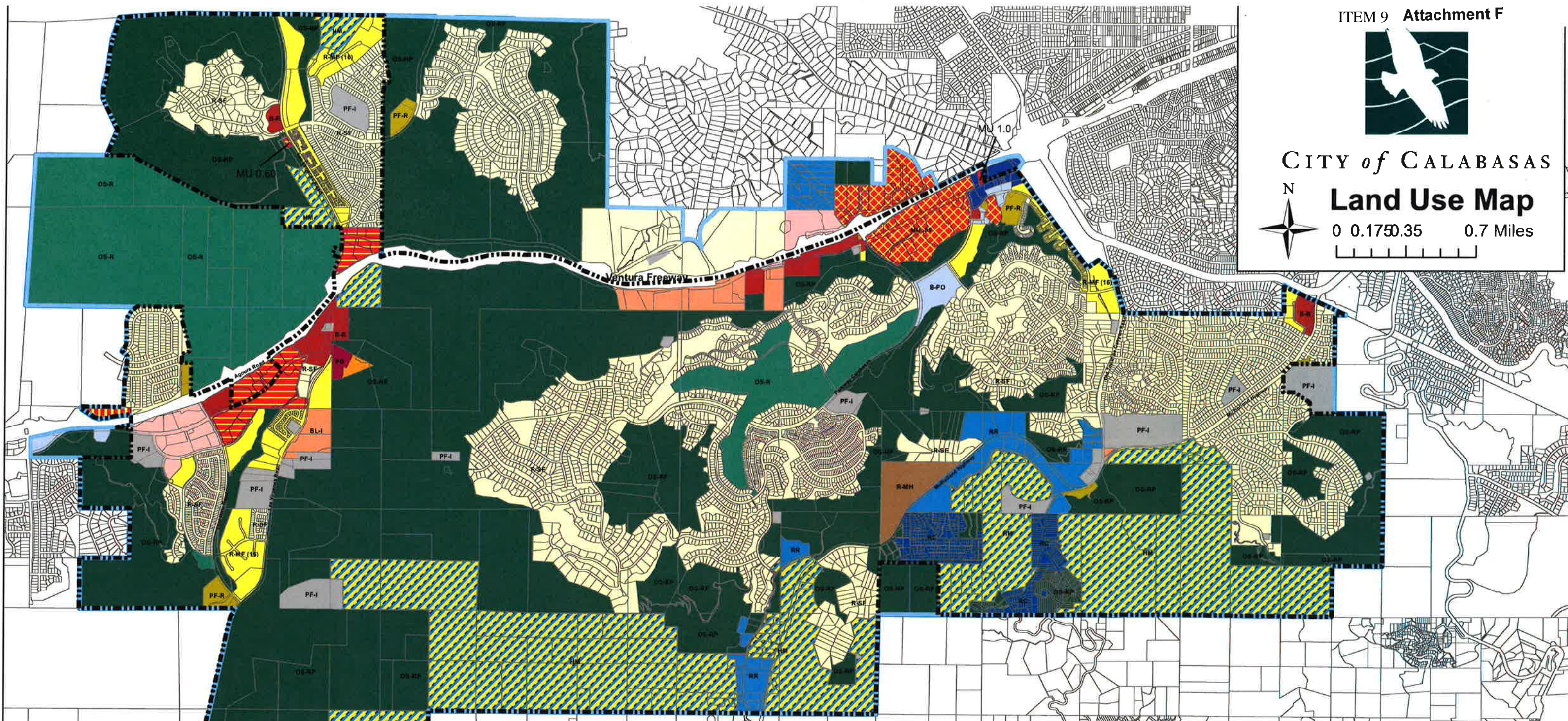
**RECEIVED**

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

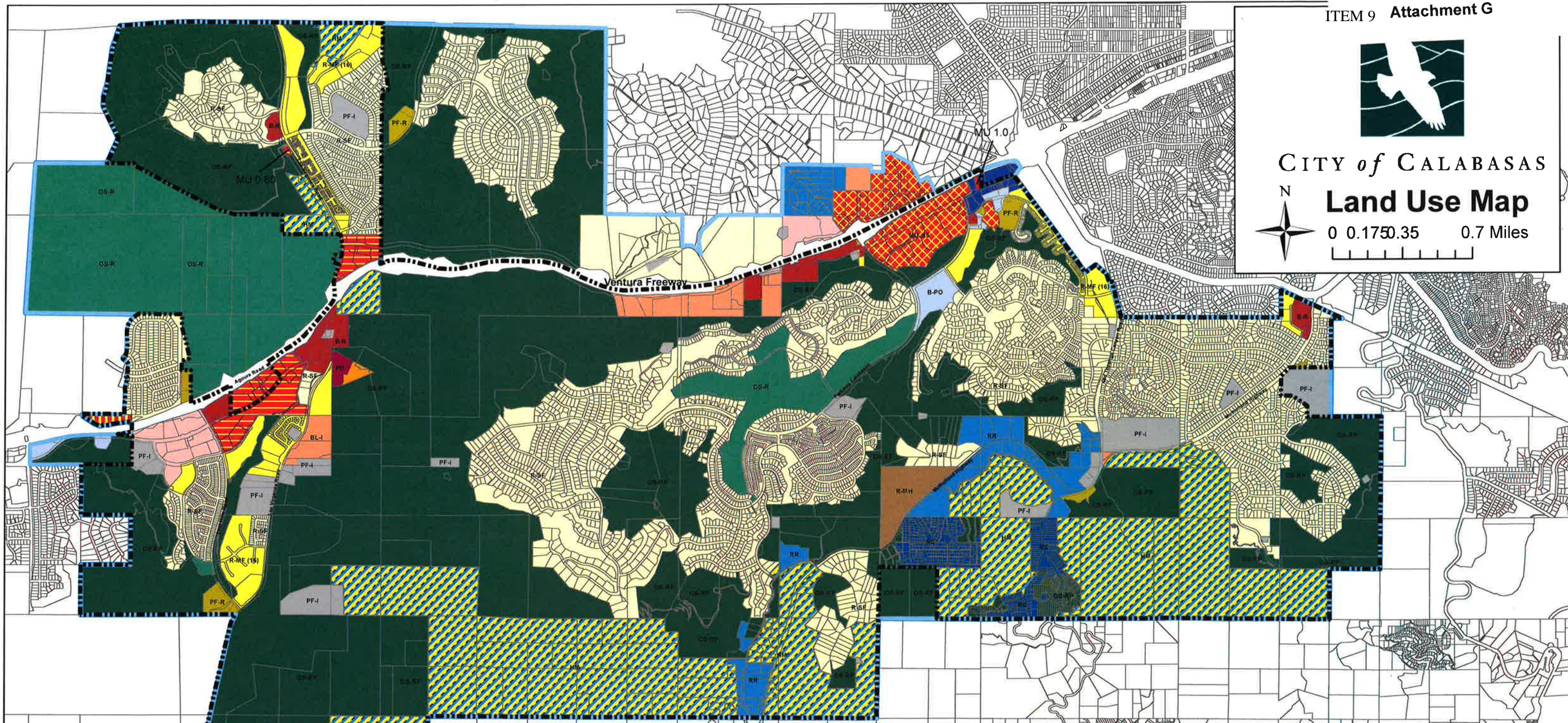


CITY of CALABASAS

# Land Use Map



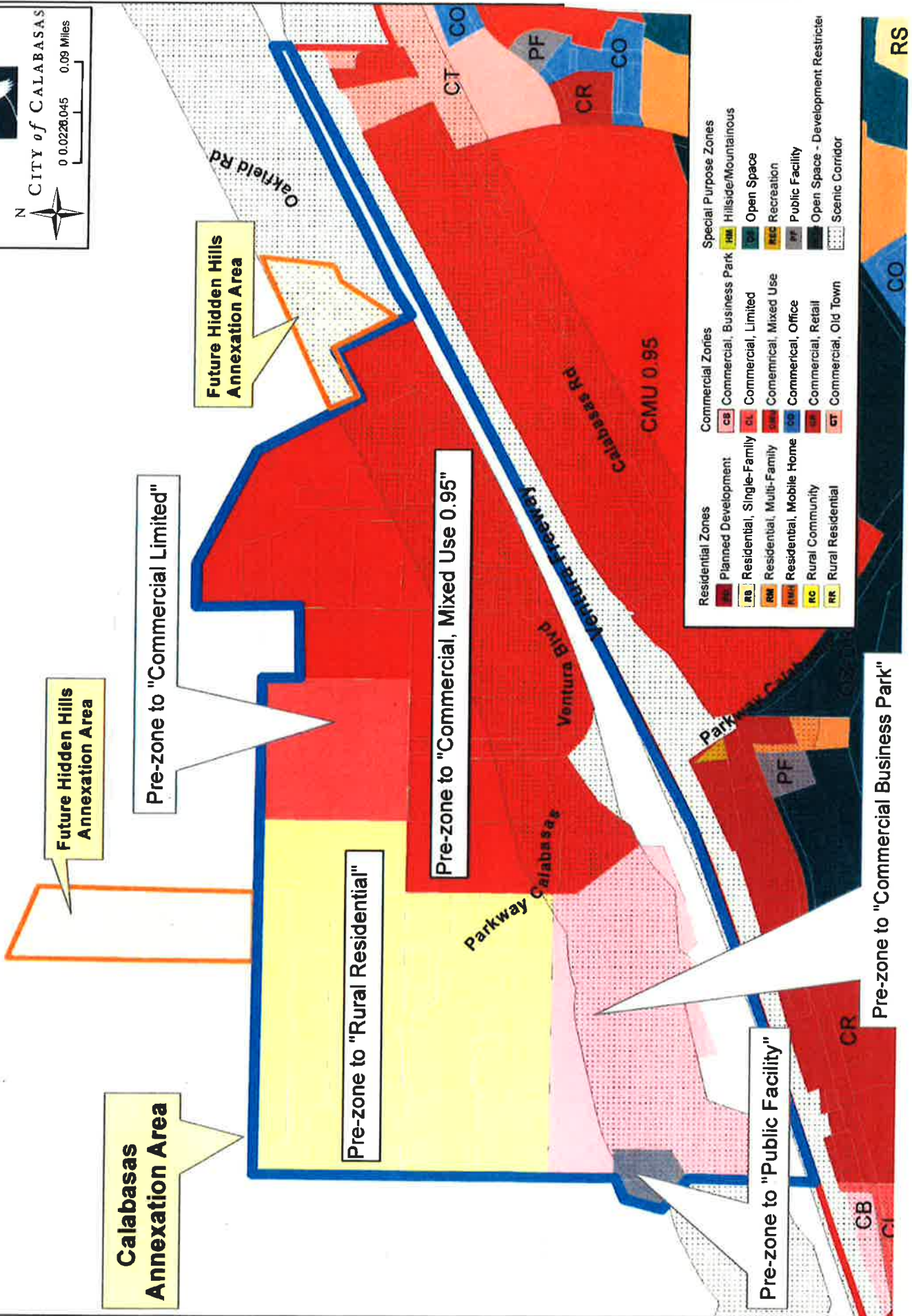
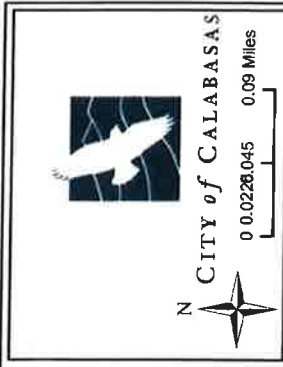
0 0.1750.35 0.7 Miles



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



**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"**

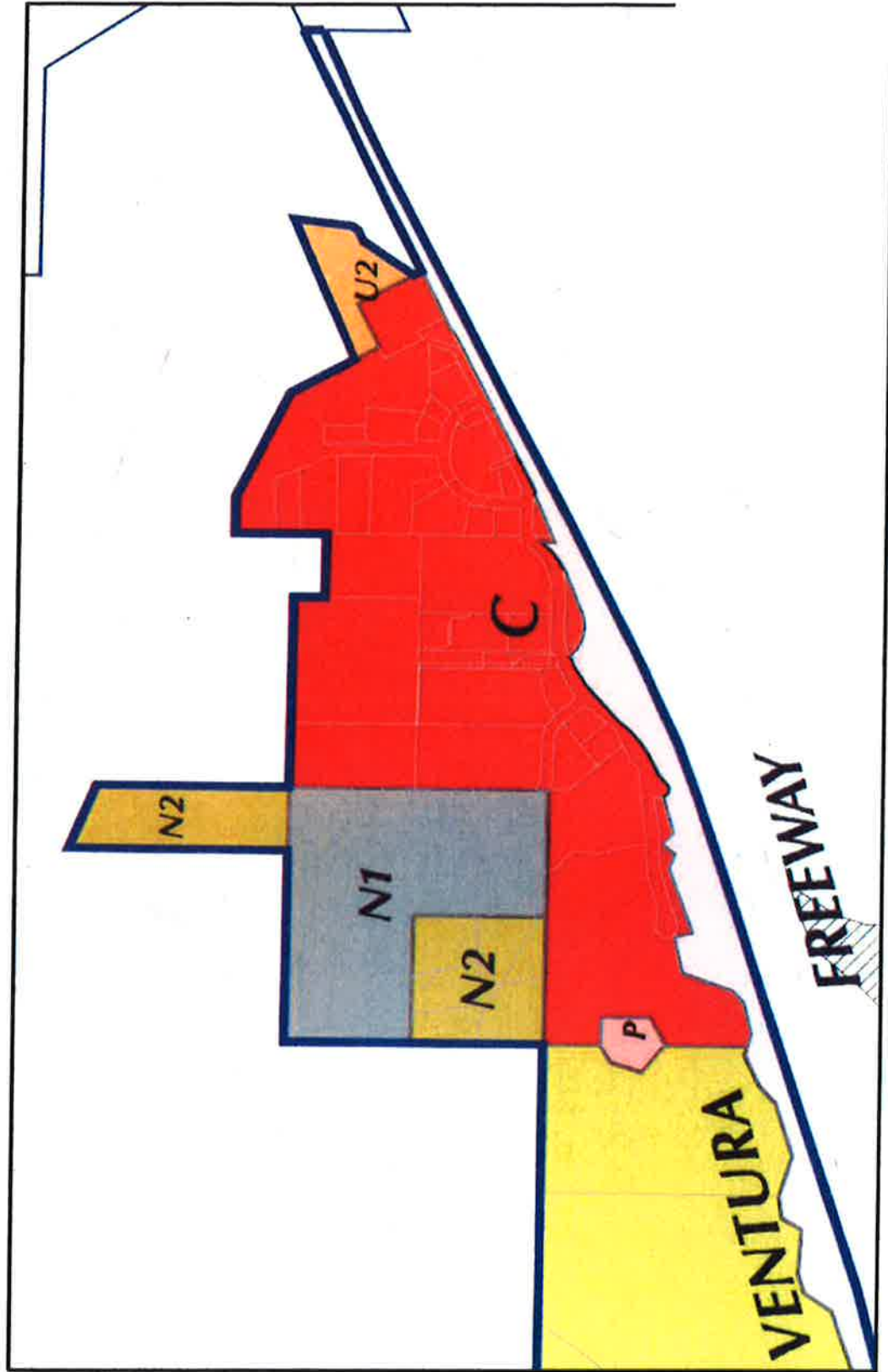
**Pre-zone to "Public Facility"**

**Pre-zone to "Commercial Business Park"**

Residential Zones	Commercial Zones	Special Purpose Zones
<ul style="list-style-type: none"> <li>Planned Development</li> <li>Residential, Single-Family</li> <li>Residential, Multi-Family</li> <li>Residential, Mobile Home</li> <li>Rural Community</li> <li>Rural Residential</li> </ul>	<ul style="list-style-type: none"> <li>Commercial, Business Park</li> <li>Commercial, Limited</li> <li>Commercial, Mixed Use</li> <li>Commercial, Office</li> <li>Commercial, Retail</li> <li>Commercial, Old Town</li> </ul>	<ul style="list-style-type: none"> <li>Hillside/Mountainous</li> <li>Open Space</li> <li>Recreation</li> <li>Public Facility</li> <li>Open Space - Development Restrictor</li> <li>Scenic Corridor</li> </ul>



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**

<b>Pre-Zoning</b>	<b>Number of Parcels</b>	<b>Approximate Acres</b>
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.

## REFERENCES

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National Park Service. National Register of Historic Places Program. 2013. Available online at <http://www.nps.gov/history/nr/research/>

## APPENDIX A

<b>Parcels Slated to Annex to City of Calabasas</b>					
	<b>APN</b>	<b>Address</b>	<b>Size (Acres)</b>	<b>Existing Land Use</b>	<b>Pre-Zone Classification</b>
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




**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:           OCTOBER 19, 2015**

**TO:             HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT:   PRESENTATION ON LAS VIRGENES CREEK RESTORATION PROJECT – PHASE II**

**MEETING**

**DATE:           OCTOBER 28, 2015**

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**SUMMARY RECOMMENDATION:**

Staff recommend that the City Council receive and file the informational report and presentation.

**BACKGROUND AND DISCUSSION:**

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

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

On June 24, 2015, the City Council approved a Professional Services Agreement with Questa Engineering for preparation of plans, specifications and cost estimate for Las Virgenes Creek Restoration project – Phase II. Draft designs were presented to stakeholders and general public on August 6, 2015 during a public workshop. Based on comments received, the updated design was presented to the Environmental Commission on September 1, 2015. Staff and consultant would like to present the 70% completed design to the City Council and receive feedback.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There's no fiscal impact associated with this informational item.

**REQUESTED ACTION:**

That the City Council receive and file the informational report and presentation.

**ATTACHMENT:**

PowerPoint Presentation

# Las Virgenes Creek Restoration Project-Phase II



CITY *of* CALABASAS

City Council Presentation  
October 28, 2015

# Location



# Background



- Phase 1 Restoration
- 2007 Trails Master Plan
- 2030 General Plan
- 2003 Restoration Plan
- 2004 Pedestrian Plan
- 2010 Visioning Workshops



# Work includes:

1. Erosion Control and Habitat Restoration
2. Fish Passage Improvements
3. Trail and Environmental Education



# 1. Habitat Restoration

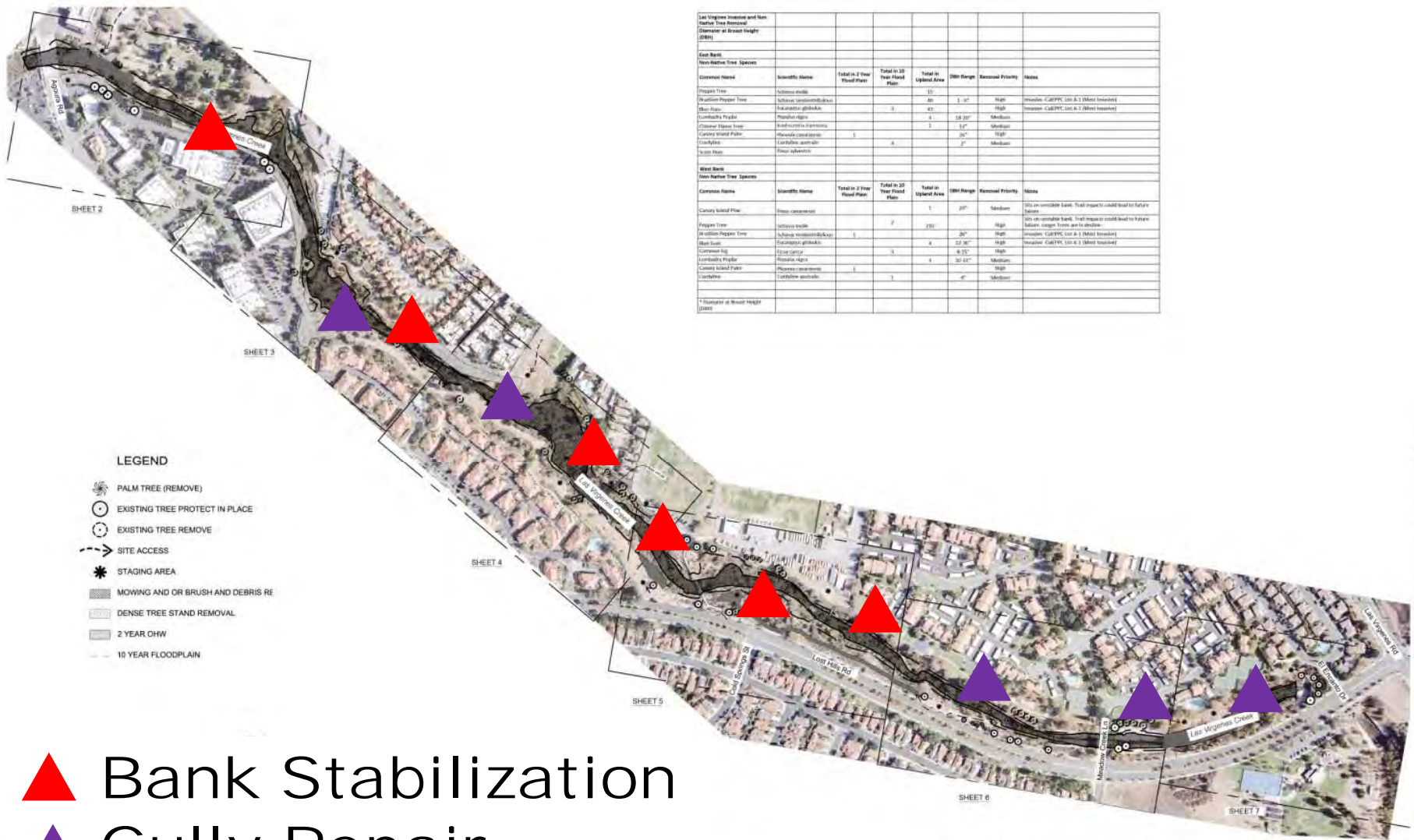
- Remove debris
- Remove non-native vegetation
- Prune limbs for flood flows and trail clearance





- Repair erosion gullies
- Stabilize banks
- Replant with native riparian species





Las Virgenes Invasive and Non-Native Tree Removal							
Quantities by Species Group (DBH)							
East Bank							
Non-Native Tree Species							
Common Name	Scientific Name	Total in 2 Year Flood Plain	Total in 10 Year Flood Plain	Total in Upland Area	DBH Range	Removal Priority	Notes
Pepper Tree	Schinus molle		11				
Black Willow Pepper Tree	Schinus molle/black		4	1 - 4"		High	Invasive - CALPPC List A 1 (Most Invasive)
Blue Gum	Eucalyptus globulus	3	4			High	Invasive - CALPPC List A 1 (Most Invasive)
Lombardy Poplar	Populus nigra		1	10-20"		Medium	
Chinese Elm Tree	Ulmus parviflorus		1	1"		Medium	
Caribbean Palm	Roystonea caroliniana	1				High	
Coconut Palm	Coccothrinax acuminata					High	
Spine Palm	Borassus flabellifera					Medium	
West Bank							
Non-Native Tree Species							
Common Name	Scientific Name	Total in 2 Year Flood Plain	Total in 10 Year Flood Plain	Total in Upland Area	DBH Range	Removal Priority	Notes
Caribbean Palm	Roystonea caroliniana	1			1 - 20"	Medium	DBH on west bank. Total impacts could lead to future failure
Pepper Tree	Schinus molle		7	20"		High	DBH on west bank. Total impacts could lead to future failure. Longer trees are in clusters
Black Willow Pepper Tree	Schinus molle/black	1		20"		High	Invasive - CALPPC List A 1 (Most Invasive)
Blue Gum	Eucalyptus globulus		4	12-20"		High	Invasive - CALPPC List A 1 (Most Invasive)
Common Fig	Ficus carica	3		6-12"		High	
Lombardy Poplar	Populus nigra		1	10-18"		Medium	
Caribbean Palm	Roystonea caroliniana	1				High	
Lombardy	Populus nigra/black		1	4"		Medium	

 Bank Stabilization  
 Gully Repair



scale: AS SHOWN  
 drawn: MM  
 checked: \_\_\_\_\_  
 date: 7-30-2015

VEGETATION MANAGEMENT & DEBRIS REMOVAL PLAN  
 LAS VIRGENES CREEK RESTORATION PROJECT - PHASE II  
 CALABASAS, CA  
 PROJECT NO.1500025

SHEET NO. 1  
 OF : TBD  
 CONTRACT NO.

## 2. Fish Passage Improvements

- Remove failing wall
- Restore slope
- Install step pools for fish
- Install baffles to allow fish movement





Baffles in structure

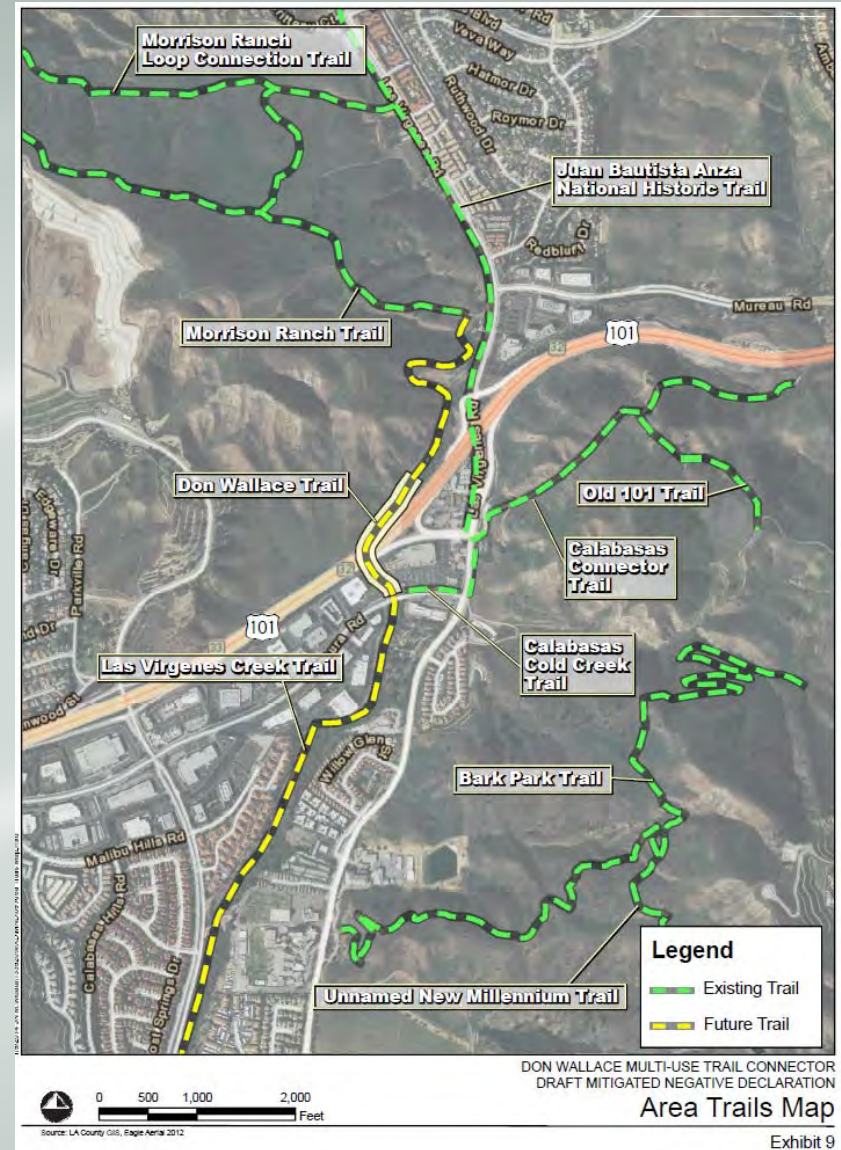


Step pools in creek

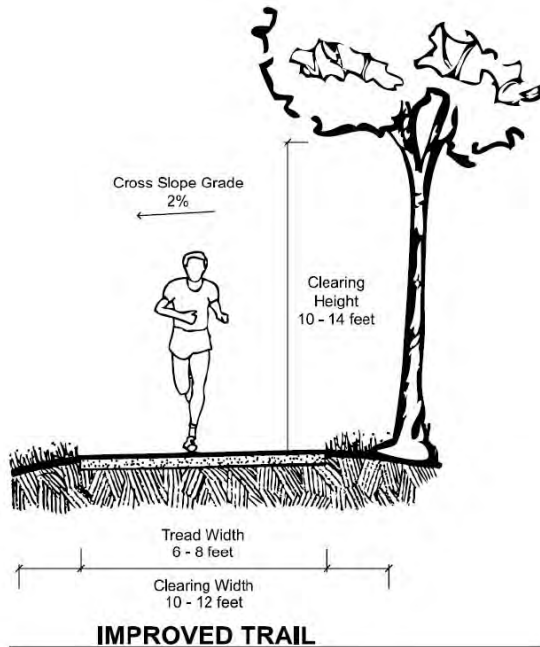


# 3. Trails

- Connect to existing and planned trails (Don Wallace)
- Complete trail consistent with adopted plans
- Provide environmental education areas



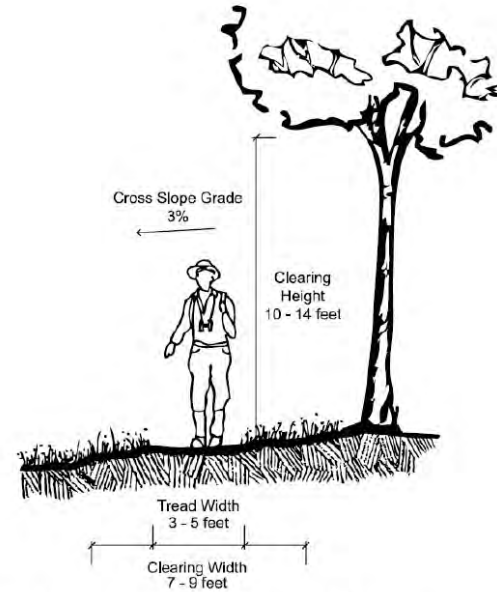
# Trail Types



**IMPROVED TRAIL**

*Preferred Standards:*

Tread Width	6 -10 feet
Clearing Width	10 -12 feet
Tread Surface	Crushed rock, decomposed granite or asphalt
Percent Grade	Grades should not exceed 10 percent
	<u>Desired Grade:</u> 0 to 5 percent
	<u>Maximum Grade:</u> 0 to 10 percent (sustained, 15 percent (shorter than 50 yards)
	<u>Cross Slope Grade:</u> 2 percent (maximum)
Clearing Height	10 – 14 feet to allow for equestrian use



**NATURAL (OPEN SPACE) TRAIL**

*Preferred Standards:*

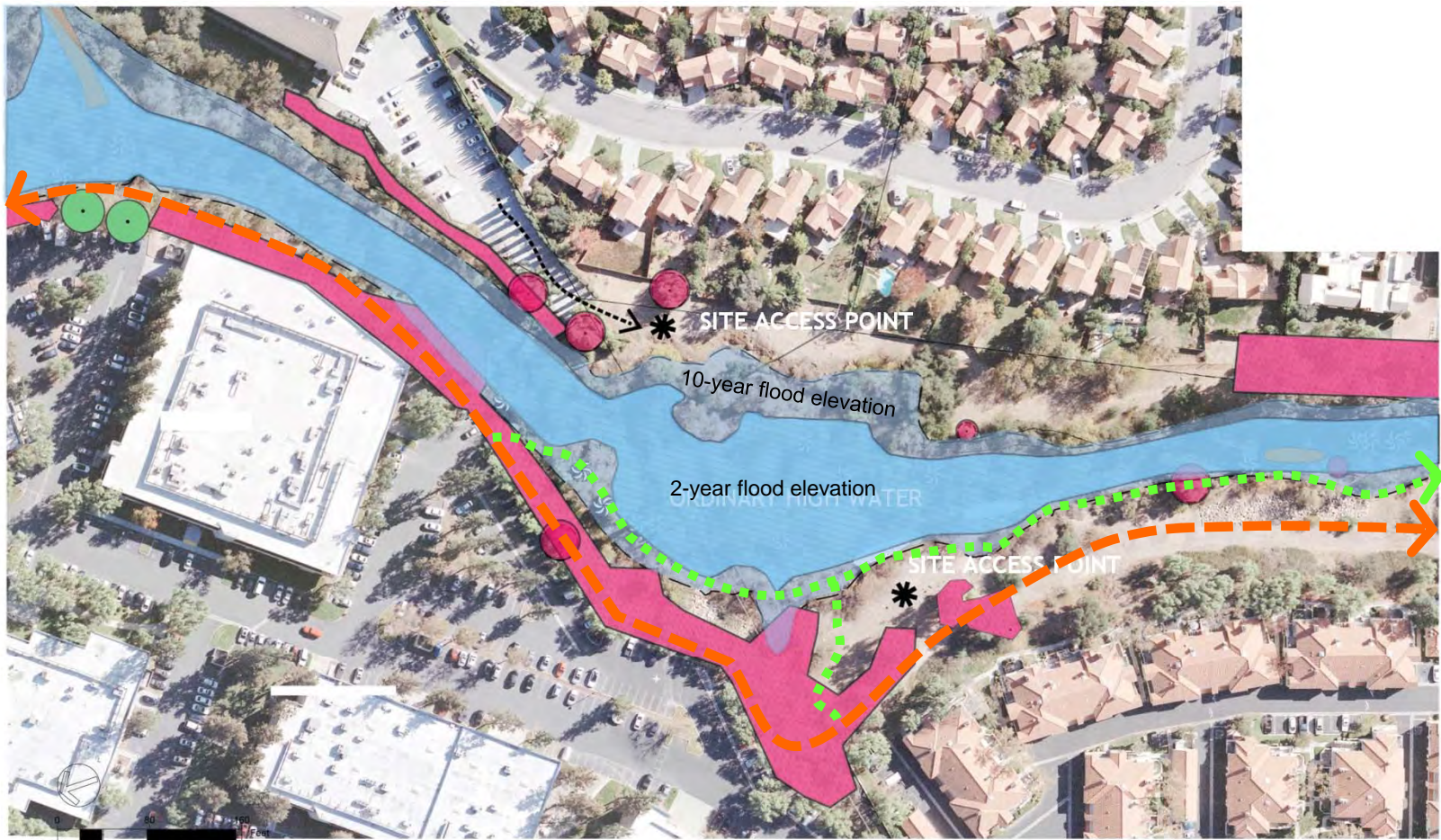
Tread Width	3 – 5 feet
Clearing Width	7 – 9 feet
Tread Surface	Natural/native soil
Percent Grade	Grades should not exceed 10 percent
	<u>Desired Grade:</u> 0 to 5 percent
	<u>Maximum Grade:</u> 5 to 10 percent (sustained, 15 percent (shorter than 50 yards)
	<u>Cross Slope Grade:</u> 3 percent (maximum)
Clearing Height	10 – 14 feet to allow for equestrian use





- VEGETATION THINNING
- EXOTIC VEGETATION REMOVAL
- DEBRIS REMOVAL
- NATIVE TREE (PROTECT IN PLACE)

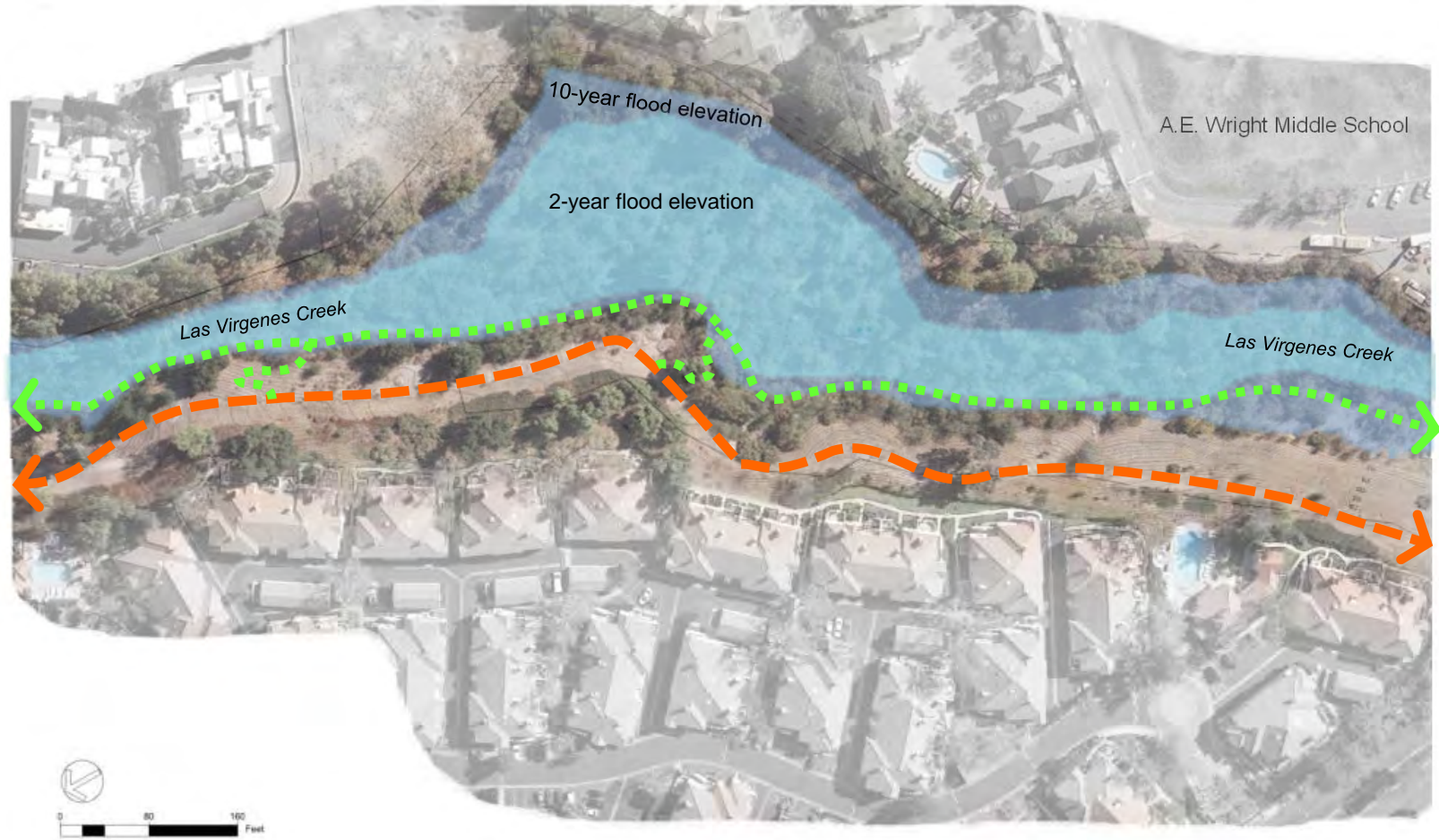




VEGETATION THINNING
  EXOTIC VEGETATION REMOVAL
  DEBRIS REMOVAL
  NATIVE TREE (PROTECT IN PLACE)



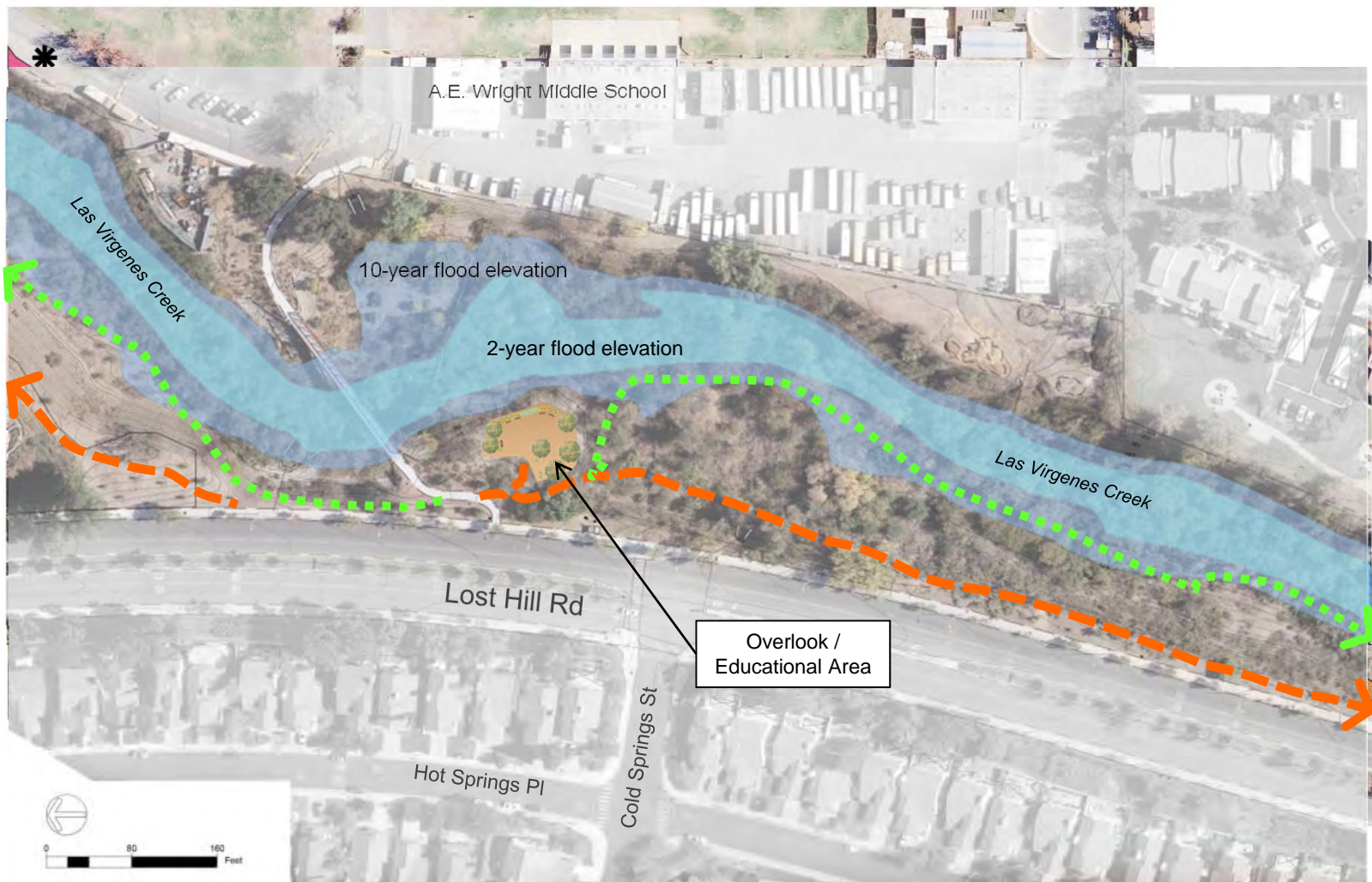




— PROPOSED MULTI-USE (IMPROVED) TRAIL

— PROPOSED NATURAL (OPEN SPACE) TRAIL

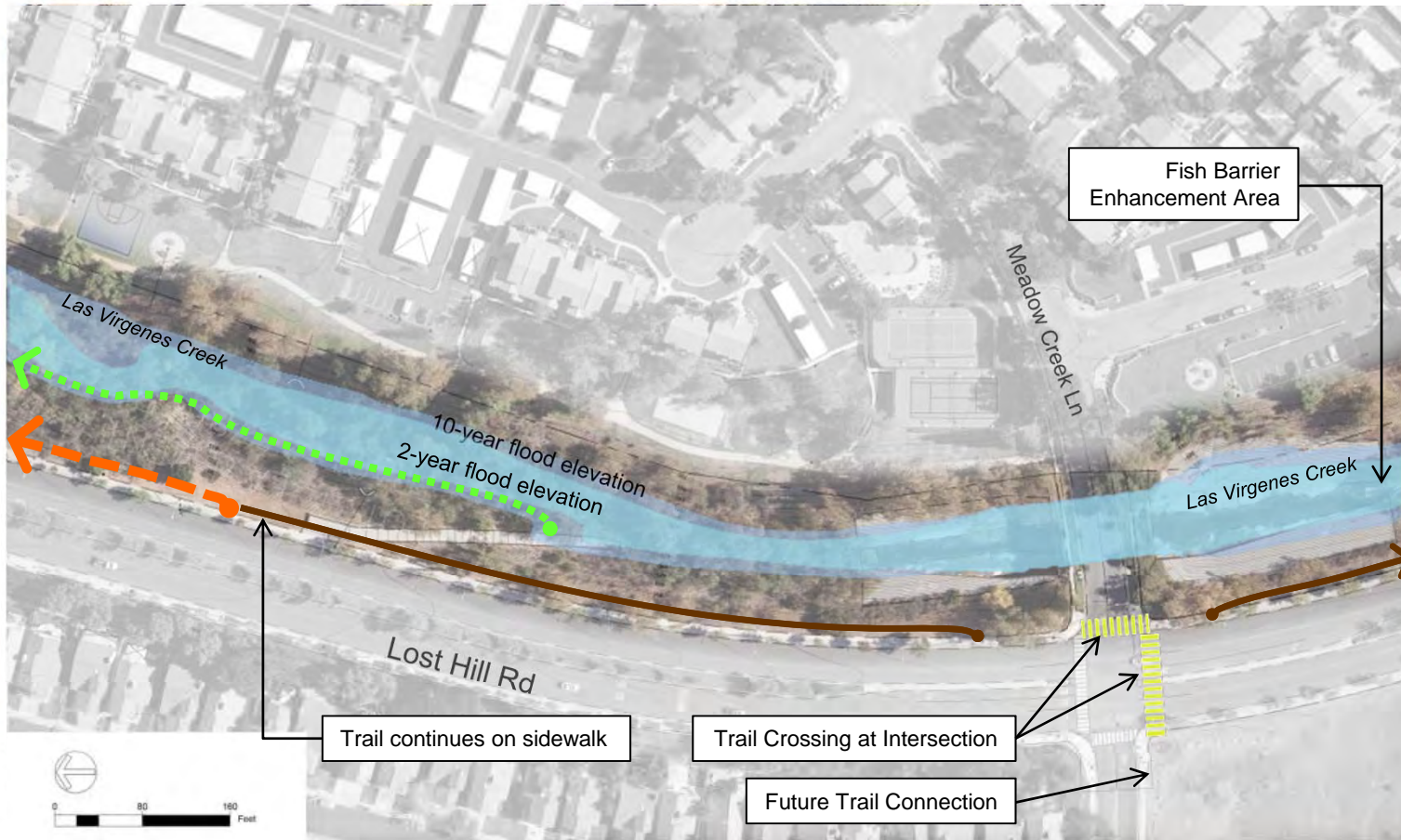




— — — — — PROPOSED MULTI-USE (IMPROVED) TRAIL

••••• PROPOSED NATURAL (OPEN SPACE) TRAIL

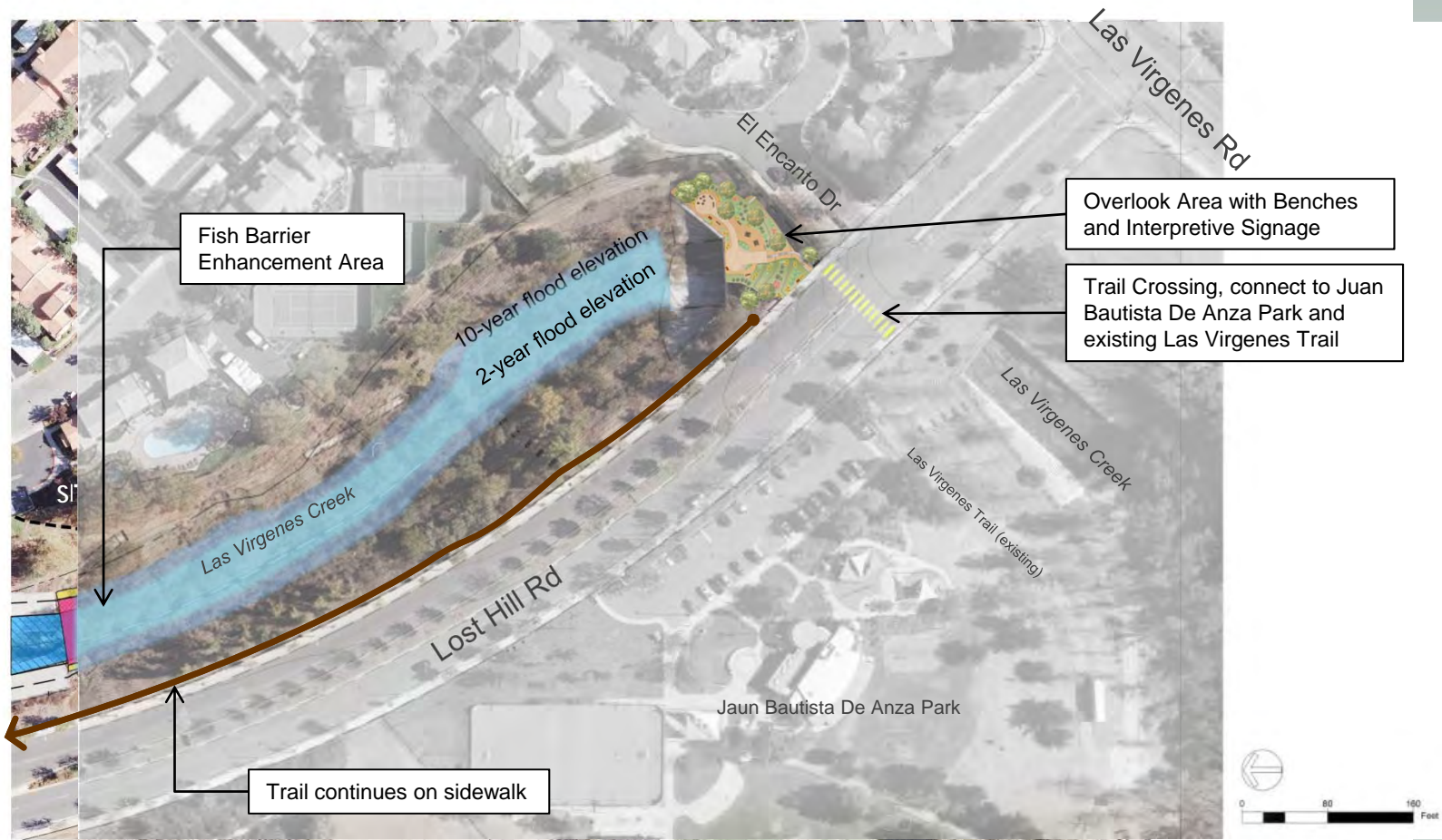




- — — — PROPOSED MULTI-USE (IMPROVED) TRAIL
- — — — PROPOSED NATURAL (OPEN SPACE) TRAIL

————— NATURAL SURFACE SHOULDER ALONG SIDEWALK (PLACE)





— NATURAL SURFACE SHOULDER ALONG SIDEWALK

PLACE)



# Environmental Education



# Next Steps

- Plan and Permit Approval
- Community Workshop #2 – 11/9/2015 at the Founders Hall from 6 to 8 PM
- Implementation:
  - Vegetation Management Winter 2016
  - Trails, environmental education, erosion control & fish passage, December 2016
- Website: [www.cityofcalabasas.com](http://www.cityofcalabasas.com)



# Next Steps

- Plan and CEQA Review
  - Draft MND Released - October 15, 2015
  - Close of 30-Day Comment Period|-  
November 15, 2015
  - CEQA Public Hearing on December 9, 2015  
during the City Council meeting



# Next Steps

- Regulatory Permits
  - US Army Corps of Engineers 404
  - ESA Consultation with US Fish & Wildlife Service
  - California Department of Fish & Wildlife – LSA
  - Regional Water Quality Control Board 401
  - LA County Flood Control District





# Questions?



CITY of CALABASAS

Las Virgenes Creek Restoration Project – Phase II

City Council  
Presentation

October 28, 2015



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

**DATE:           OCTOBER 19, 2015**

**TO:               HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT:   CONSIDERATION OF FINAL CONCEPTUAL DESIGN FOR THE LOST HILLS ROAD/ US101 BRIDGE AESTHETICS; AND REQUESTING CALTRANS APPROVAL**

**MEETING   OCTOBER 28, 2015  
DATE:**

**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council examine the presented design ideas; review and approve the final renderings for conceptual design of the Lost Hill Road/US 101 bridge aesthetics; and direct staff to proceed with engineering approvals through Caltrans and incorporation of change into the construction contract.

**BACKGROUND:**

Lost Hills Bridge is the entry interchange with US101 for Calabasas residents, its visitor and commuters traveling south on the Hollywood/Ventura freeway. Being a Gateway to the City and Santa Monica Mountains, Lost Hills Bridge plays an important role of Calabasas introductory and welcoming landmark. Once completed, the bridge will identify the City and differentiate Calabasas Entry Bridge from other bridges in the 101 corridor. Bridge aesthetics design which was included to the project construction plans includes integration of rolling hills motif into the bridge barrier and City attributes such as City name and Calabasas red-tailed hawk into barrier and abutments.

Pictures below demonstrate the previously approved design:



**DISCUSSION/ANALYSIS:**

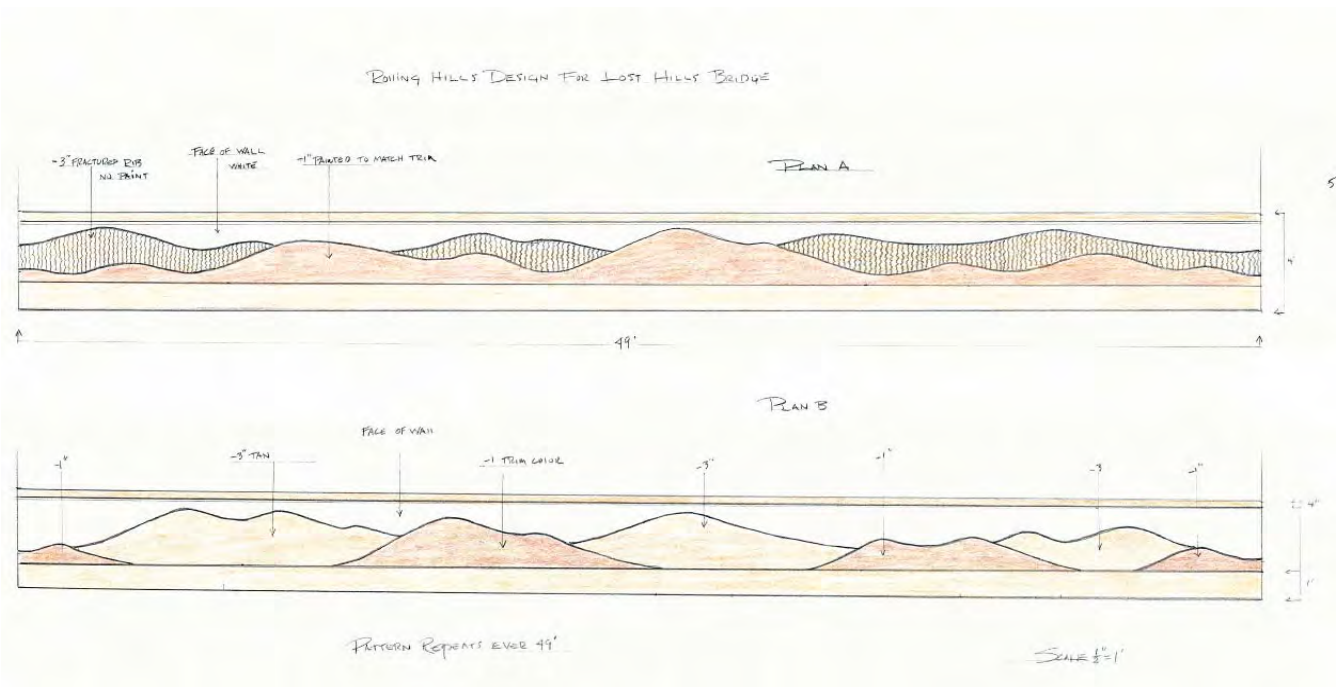
Following the proposed design ideas and some of Lindero Road Bridge in Westlake Village, the City's Public Works and Community Development Departments decided to revisit the design.

The City employed the same designer, Mr. Joe Wertheimer who previously introduced early design ideas for the bridge and who prepared the designs for Lindero Road interchange. Several conceptual design ideas reflecting the City of Calabasas' image

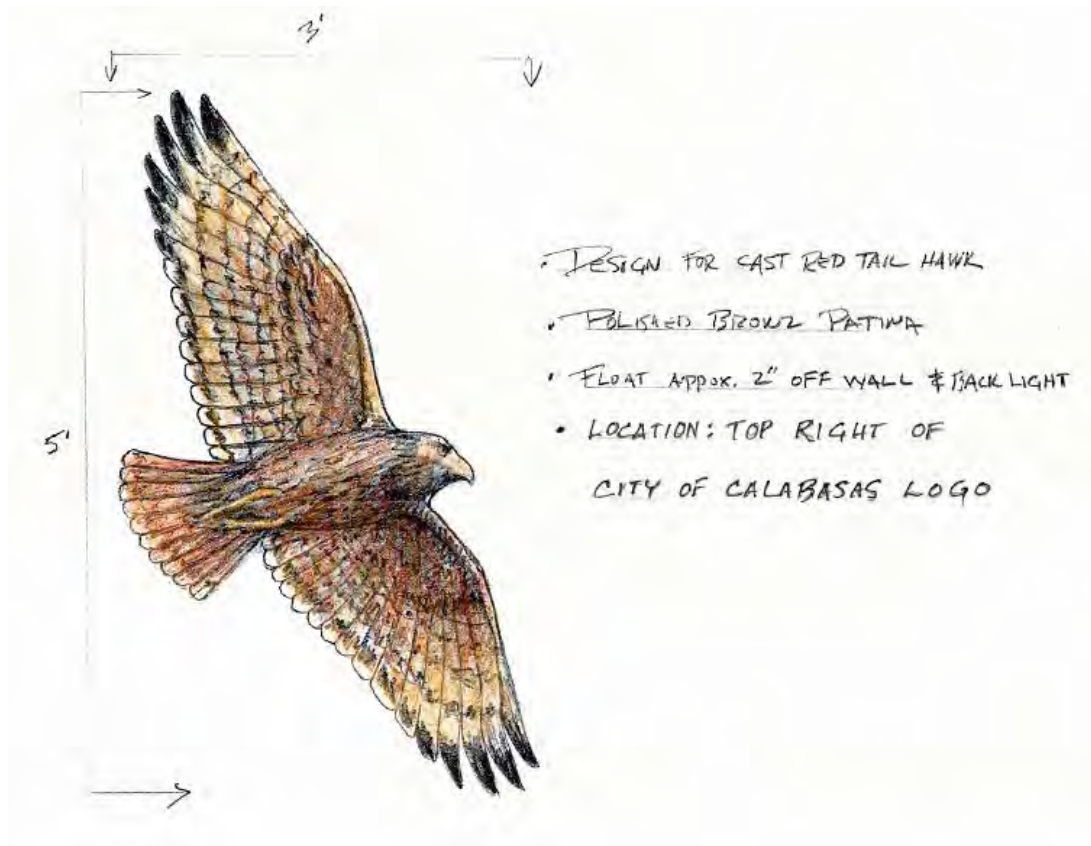
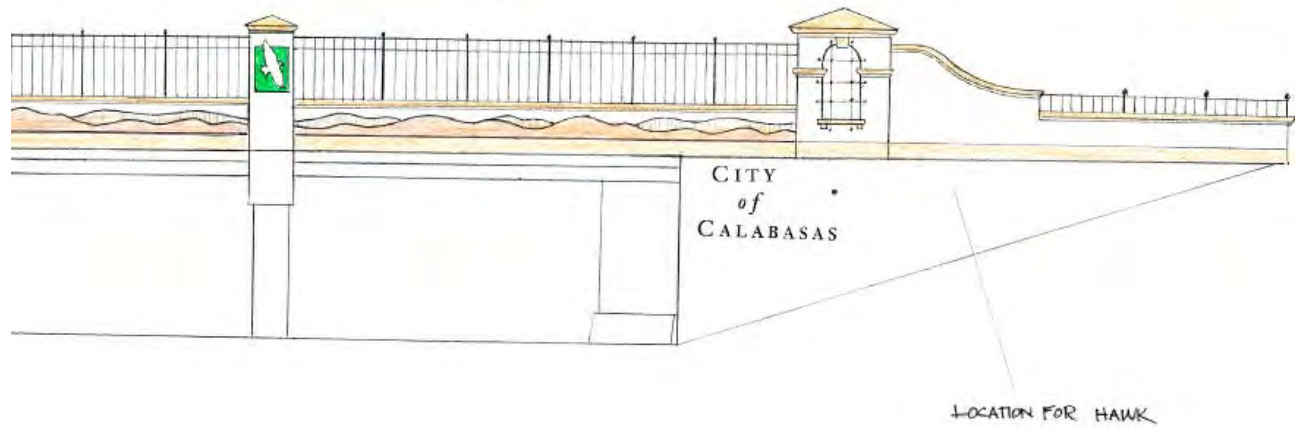
and character were prepared and presented to the Art in Public Places Committee on October 6, 2015.

The following design elements were reviewed, accepted and proposed to be presented before the City Council for final decision:

1. Option B of a rolling hills motif has been chosen by the Committee for the final design:

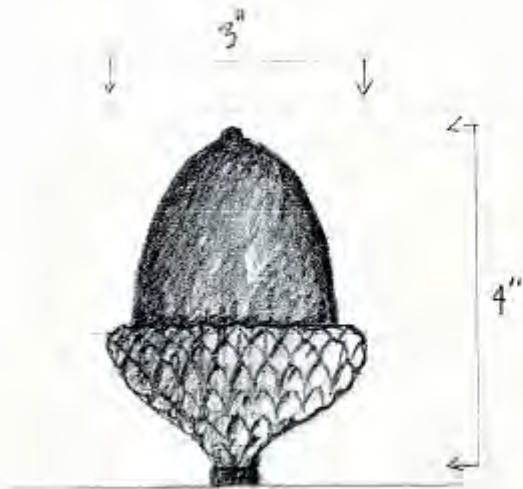
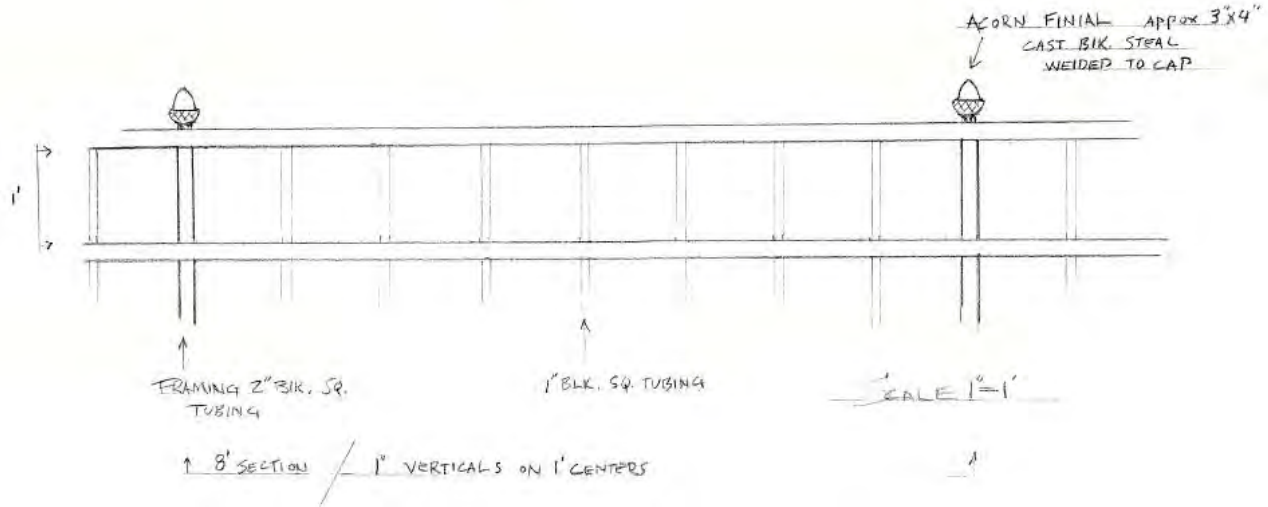


2. Incorporation of the City logo themes were fully supported:

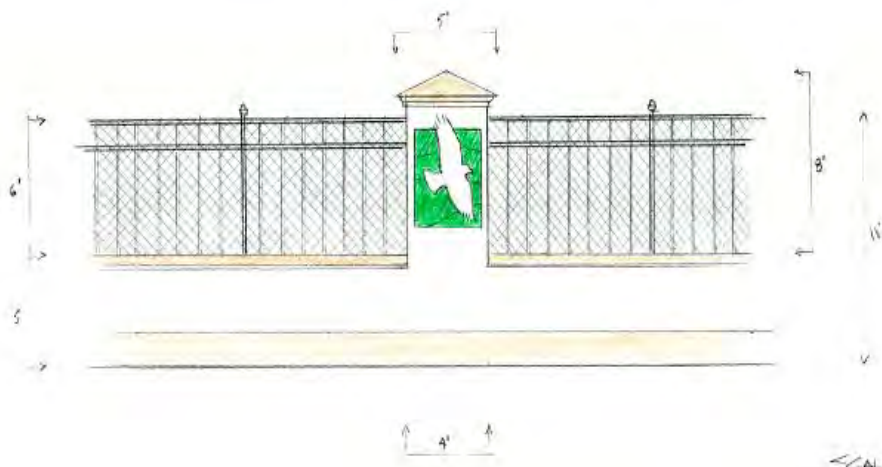


3. New interior of the bridge elements were introduced and received very positive feedback for the Committee and staff:

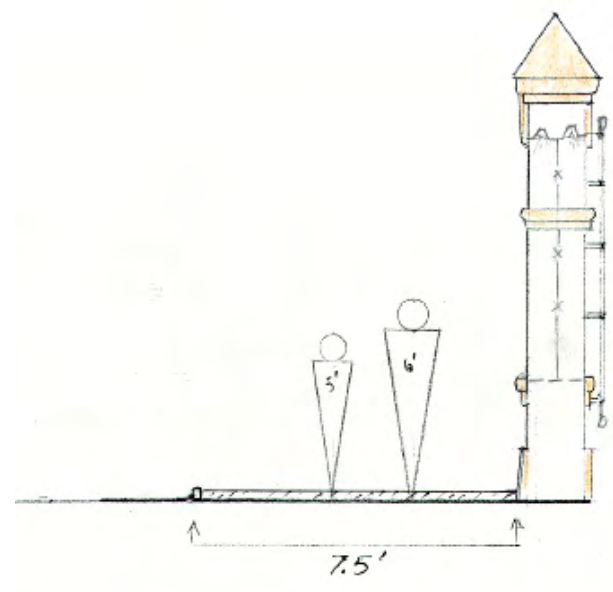
# FENCING DETAIL



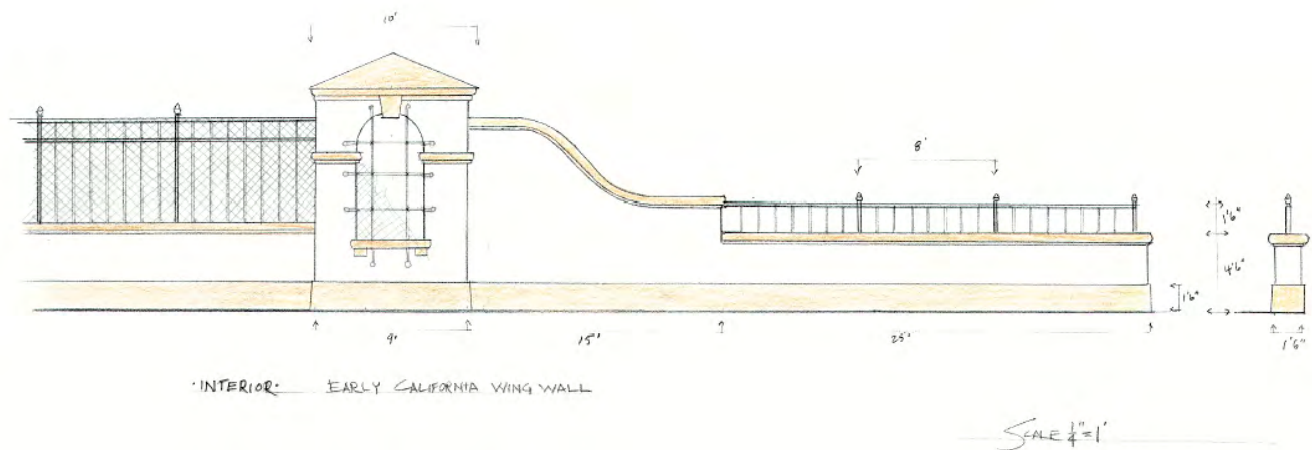
- FINIAL FOR FENCE DETAIL
- FLAT BLACK CAST METAL
- WELDED TO TOP OF FENCE EVERY 8'



INTERIOR LOGO  
 LOCATED AT 4 LOCATIONS



SIDEWALK SECTION



The renderings shown above have several important elements which will work together and help emphasize unique character of the City:

1. Rolling Hills pattern and colors will blend into beautiful Calabasas' hilly background;
2. White color of the bridge will accentuate architectural elements;
3. Bridge mounted sign will be removed from the bridge and replaced with a roadside sign in order to keep aesthetics elements intact;
4. Back lights and illumination will highlight details of the City logo;
5. Additional architectural details such as pilasters and columns will match the style of Calabasas City Hall and Library and will beautify interior of the bridge as well as exterior;
6. Acorn detail of the fencing will be mostly visible by pedestrians and will be appreciated by people crossing the bridge to access the Summit shopping mall or walking kids to Grape Arbor Park;
7. All these elements will help to separate the Lost Hills Bridge from other interchanges in the City and to play a role of memorable and noticeable gateway to Calabasas.

Following City Council approval, staff will be proceeding with submitting new design to Caltrans for review and approval. Structural engineering consultant will be on board to complete necessary calculation and shop drawing to complete the package.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The Lost Hills Road/US101 Interchange project is fully funded by Measure R.

**REQUESTED ACTION:**

Staff recommends that the City Council examine the presented design ideas; review and approve the final renderings for conceptual design of the Lost Hill Road/US 101



bridge aesthetics; and direct staff to proceed with engineering approvals through Caltrans and incorporation of change into the construction contract.



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
Reporting Period: 10/7/2015 to 10/15/2015

Date: 10/20/2015  
Time: 9:28:45AM  
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b><u>Administrative Services</u></b>					
92855	10/7/2015	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPPLEMENTS	178.76	Administrative Services
92975	10/15/2015	US BANK	VISA- FAST SIGNS	78.48	Administrative Services
92873	10/7/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	24.96	Administrative Services
<b>Total Amount for 3 Line Item(s) from Administrative Services</b>				<b><u>\$282.20</u></b>	
<b><u>Boards and Commissions</u></b>					
92975	10/15/2015	US BANK	VISA- RALPHS	7.98	Boards and Commissions
<b>Total Amount for 1 Line Item(s) from Boards and Commissions</b>				<b><u>\$7.98</u></b>	
<b><u>City Attorney</u></b>					
92893	10/14/2015	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	14,197.64	City Attorney
92893	10/14/2015	COLANTUONO, HIGHSMITH &	2015 ANNEXATION	1,724.50	City Attorney
92893	10/14/2015	COLANTUONO, HIGHSMITH &	ASSESSMENTS & PROP 218	25.00	City Attorney
<b>Total Amount for 3 Line Item(s) from City Attorney</b>				<b><u>\$15,947.14</u></b>	
<b><u>City Council</u></b>					
92951	10/14/2015	SCOTT ROEB	CATERING- SOTC	4,251.00	City Council
92953	10/14/2015	SHAPIRO/DAVID//	REIMB TRAVEL-2015 LEAGUE OF CA	1,777.96	City Council
92886	10/14/2015	BOZAJIAN/JAMES R.//	REIMB TRAVEL-2015 LEAGUE OF CA	1,754.08	City Council
92873	10/7/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	459.87	City Council
92975	10/15/2015	US BANK	VISA- M ALAN FLORIST	450.00	City Council
92975	10/15/2015	US BANK	VISA- WEBSTAIRANT	304.00	City Council
92975	10/15/2015	US BANK	VISA- CORNER BAKERY	240.00	City Council
92975	10/15/2015	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
92975	10/15/2015	US BANK	VISA- SMART & FINAL (FIESTA)	158.43	City Council
92895	10/14/2015	CONEJO AWARDS	PLAQUE & GAVEL	112.82	City Council
92895	10/14/2015	CONEJO AWARDS	TILE PLAQUES	96.75	City Council
92895	10/14/2015	CONEJO AWARDS	TILE PLAQUES	96.75	City Council
92895	10/14/2015	CONEJO AWARDS	TILE PLAQUES	96.75	City Council
92895	10/14/2015	CONEJO AWARDS	CITIZEN OF THE YEAR PLAQUE	93.53	City Council
92895	10/14/2015	CONEJO AWARDS	STATE OF THE CITY AWARD	86.00	City Council
92863	10/7/2015	ROTARY CLUB OF CALABASAS	QTRLY DUES-M S MAURER	65.00	City Council
92975	10/15/2015	US BANK	VISA- PINGG.COM	10.00	City Council





# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 10/7/2015 to 10/15/2015

Date: 10/20/2015  
 Time: 9:29:13AM  
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Total Amount for 17 Line Item(s) from City Council</b>				<b>\$10,236.94</b>	
<b><u>City Management</u></b>					
92975	10/15/2015	US BANK	VISA- ALBERTSONS (AIB)	63.18	City Management
92975	10/15/2015	US BANK	VISA- WOODRANCH BBQ	21.23	City Management
<b>Total Amount for 2 Line Item(s) from City Management</b>				<b>\$84.41</b>	
<b><u>Civic Center O&amp;M</u></b>					
92915	10/14/2015	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,690.50	Civic Center O&M
92915	10/14/2015	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,690.50	Civic Center O&M
92915	10/14/2015	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,768.41	Civic Center O&M
92915	10/14/2015	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,768.41	Civic Center O&M
92975	10/15/2015	US BANK	VISA- SUNBELT RENTALS	1,000.00	Civic Center O&M
92973	10/14/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	690.41	Civic Center O&M
92973	10/14/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	633.48	Civic Center O&M
92892	10/14/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
92892	10/14/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
92833	10/7/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- SEP 15	500.00	Civic Center O&M
92975	10/15/2015	US BANK	VISA- HOME DEPOT	357.41	Civic Center O&M
92833	10/7/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- SEP 15	250.00	Civic Center O&M
92975	10/15/2015	US BANK	VISA- COFFEE WHOLESALE USA	57.87	Civic Center O&M
92910	10/14/2015	GRAINGER	FACILITY MAINTENANCE SUPPLIES	55.06	Civic Center O&M
92975	10/15/2015	US BANK	VISA- HOME DEPOT	38.14	Civic Center O&M
92975	10/15/2015	US BANK	VISA- THE MAIL SHOPPE	26.00	Civic Center O&M
92975	10/15/2015	US BANK	VISA- WALMART	14.48	Civic Center O&M
92975	10/15/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	13.46	Civic Center O&M
92975	10/15/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	13.45	Civic Center O&M
<b>Total Amount for 19 Line Item(s) from Civic Center O&amp;M</b>				<b>\$13,684.58</b>	
<b><u>Community Development</u></b>					
92932	10/14/2015	M6 CONSULTING, INC.	PLAN CHECK SERVICES	38,971.47	Community Development
92932	10/14/2015	M6 CONSULTING, INC.	INSPECTION SERVICES	23,785.00	Community Development
92861	10/7/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	7,950.56	Community Development
92834	10/7/2015	ENVICOM CORPORATION	ENVIRONMENTAL CONSULTING	2,781.00	Community Development



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
 Reporting Period: 10/7/2015 to 10/15/2015

Date: 10/20/2015  
 Time: 9:29:13AM  
 Page 3 of 15

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
92835	10/7/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	1,300.00	Community Development
92840	10/7/2015	G I INDUSTRIES	USED OIL RECYCLING PROGRAM	1,165.31	Community Development
92835	10/7/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	1,115.00	Community Development
92835	10/7/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	795.00	Community Development
92904	10/14/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	790.00	Community Development
92835	10/7/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	775.00	Community Development
92835	10/7/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	740.00	Community Development
92835	10/7/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	730.00	Community Development
92904	10/14/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	705.00	Community Development
92975	10/15/2015	US BANK	VISA- HW GREENBUILD	655.00	Community Development
92835	10/7/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	560.00	Community Development
92975	10/15/2015	US BANK	VISA- APA	525.00	Community Development
92835	10/7/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	390.00	Community Development
92975	10/15/2015	US BANK	VISA- VIRGIN AMERICA	389.20	Community Development
92835	10/7/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	325.00	Community Development
92873	10/7/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	269.58	Community Development
92835	10/7/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	260.00	Community Development
92966	10/14/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	180.00	Community Development
92898	10/14/2015	CYBERCOPY	COPY/PRINTING SERVICE	143.06	Community Development
92966	10/14/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	135.00	Community Development
92898	10/14/2015	CYBERCOPY	COPY/PRINTING SERVICE	113.07	Community Development
92971	10/14/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	65.11	Community Development
92898	10/14/2015	CYBERCOPY	COPY/PRINTING SERVICE	63.00	Community Development
92829	10/7/2015	CYBERCOPY	COPY/PRINTING SERVICE	49.87	Community Development
92966	10/14/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development
92898	10/14/2015	CYBERCOPY	COPY/PRINTING SERVICE	44.53	Community Development
92829	10/7/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.15	Community Development
92898	10/14/2015	CYBERCOPY	COPY/PRINTING SERVICE	40.06	Community Development
92975	10/15/2015	US BANK	VISA- RALPHS	9.08	Community Development
92975	10/15/2015	US BANK	VISA- FRY'S ELECTRONICS	4.16	Community Development

**Total Amount for 34 Line Item(s) from Community Development**

**\$85,910.21**

**Community Services**

92952	10/14/2015	SECURAL SECURITY CORP	SECURITY- PUMPKIN FEST (DEP)	8,816.50	Community Services
92883	10/14/2015	AWESOME EVENTS INC	ENTERTAINMENT- PUMPKIN FEST	5,798.00	Community Services
92960	10/14/2015	TEAM PLAY EVENTS	ENTERTAINMENT- PUMPKIN FEST	5,676.25	Community Services



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92878	10/14/2015	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- DE ANZA	5,415.00	Community Services
92955	10/14/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,173.43	Community Services
92924	10/14/2015	KASTL AMUSEMENTS	ENTERTAINMENT- PUMPKIN FEST	5,000.00	Community Services
92872	10/7/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,088.49	Community Services
92949	10/14/2015	REPTILE FAMILY	ENTERTAINMENT- PUMPKIN FEST	2,600.00	Community Services
92897	10/14/2015	CROWN FIVE, LLC	ENTERTAINMENT- PUMPKIN FEST	2,500.00	Community Services
92952	10/14/2015	SECURAL SECURITY CORP	SUPPLIES- 2-WAY RADIOS	2,442.00	Community Services
92845	10/7/2015	INNER-I ...SECURITY IN FOCUS	CAMERA UPGRADE	2,000.00	Community Services
92958	10/14/2015	STONE SOUL BAND	ENTERTAINMENT- PUMPKIN FEST	2,000.00	Community Services
92902	10/14/2015	DMH ENTERPRISES	ENTERTAINMENT- PUMPKIN FEST	1,600.00	Community Services
92975	10/15/2015	US BANK	VISA- ADVANCED SIGN & BANNER	1,526.00	Community Services
92850	10/7/2015	LAS VIRGENES UNIFIED SCHOOL	FACILITY RENTAL	950.00	Community Services
92872	10/7/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	926.48	Community Services
92912	10/14/2015	GUDIS/MATT//	ENTERTAINMENT- PUMPKIN FEST	900.00	Community Services
92872	10/7/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	781.01	Community Services
92975	10/15/2015	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
92956	10/14/2015	SOUZA/MIKE//	ENTERTAINMENT- PUMPKIN FEST	580.00	Community Services
92975	10/15/2015	US BANK	VISA- KARIE BIBLE CEMETERY	375.00	Community Services
92871	10/7/2015	UNITED SITE SERVICES OF CA INC	RESTROOMS- CONCERT	343.36	Community Services
92901	10/14/2015	DIAL M PRODUCTIONS	ENTERTAINMENT- PUMPKIN FEST	300.00	Community Services
92975	10/15/2015	US BANK	VISA- HOME GOODS	277.16	Community Services
92975	10/15/2015	US BANK	VISA- 7 ELEVEN	270.03	Community Services
92926	10/14/2015	KRAUS/PETER//	RECREATION INSTRUCTOR	249.90	Community Services
92975	10/15/2015	US BANK	VISA- RALPHS	230.22	Community Services
92971	10/14/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	215.77	Community Services
92913	10/14/2015	GUNN/MARIANNE//	ENTERTAINMENT- PUMPKIN FEST	200.00	Community Services
92919	10/14/2015	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	180.00	Community Services
92975	10/15/2015	US BANK	VISA- AGOURA PAINT	173.27	Community Services
92975	10/15/2015	US BANK	VISA- ORCHARD SUPPLY	171.96	Community Services
92975	10/15/2015	US BANK	VISA- WILLIAMS SONOMA	150.00	Community Services
92975	10/15/2015	US BANK	VISA- CALIFORNIA CHICKEN CAFE	148.91	Community Services
92975	10/15/2015	US BANK	VISA- KOTULAS CATALOG	139.98	Community Services
92975	10/15/2015	US BANK	VISA- DIY	133.67	Community Services
92975	10/15/2015	US BANK	VISA- COSTCO	104.56	Community Services
92975	10/15/2015	US BANK	VISA- TARGET	100.33	Community Services
92975	10/15/2015	US BANK	VISA- MICHAELS	96.64	Community Services
92891	10/14/2015	CAYNE/STACIE//	RECREATION INSTRUCTOR	94.50	Community Services



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92871	10/7/2015	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	86.82	Community Services
92964	10/14/2015	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	86.82	Community Services
92948	10/14/2015	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
92948	10/14/2015	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
92837	10/7/2015	FILICE/LANA//	REIMB MILEAGE - SEP 15	65.83	Community Services
92975	10/15/2015	US BANK	VISA- RABI INC	60.00	Community Services
92975	10/15/2015	US BANK	VISA- PARTY CITY	56.48	Community Services
92975	10/15/2015	US BANK	VISA- BARNES & NOBLE	55.00	Community Services
92975	10/15/2015	US BANK	VISA- MENCHIES FROZEN	50.00	Community Services
92975	10/15/2015	US BANK	VISA- CALABASAS CAR CARE	45.78	Community Services
92975	10/15/2015	US BANK	VISA- HOTSAUCE.COM	45.67	Community Services
92975	10/15/2015	US BANK	VISA- BOBS GARDEN	32.68	Community Services
92975	10/15/2015	US BANK	VISA- TRADER JOES	31.84	Community Services
92975	10/15/2015	US BANK	VISA- DOLLAR TREE	31.71	Community Services
92975	10/15/2015	US BANK	VISA- AGOURA LOCK TECH	27.52	Community Services
92845	10/7/2015	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	27.00	Community Services
92975	10/15/2015	US BANK	VISA- JOANN FABRIC	24.96	Community Services
92975	10/15/2015	US BANK	VISA- UNION 76	20.99	Community Services
92971	10/14/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	14.77	Community Services
92975	10/15/2015	US BANK	VISA- MALIBU LAUNDRY	13.75	Community Services
92975	10/15/2015	US BANK	VISA- VISTA PAINT	10.62	Community Services
92931	10/14/2015	LIVESCAN	FINGERPRINTING SERVICES	10.00	Community Services
92975	10/15/2015	US BANK	VISA- ALBERTSONS	5.44	Community Services

**Total Amount for 63 Line Item(s) from Community Services**

**\$63,360.10**

**Finance**

92975	10/15/2015	US BANK	VISA- CSMFO	625.00	Finance
92868	10/7/2015	STRATTON SAFES	SAFE REPAIRS	477.00	Finance
92873	10/7/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	392.29	Finance
92971	10/14/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	292.31	Finance
92975	10/15/2015	US BANK	VISA- DIY	4.28	Finance

**Total Amount for 5 Line Item(s) from Finance**

**\$1,790.88**

**Klubhouse Preschool**

92975	10/15/2015	US BANK	VISA- COSTCO	1,507.18	Klubhouse Preschool
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92975	10/15/2015	US BANK	VISA- HOME DEPOT	590.72	Klubhouse Preschool
92975	10/15/2015	US BANK	VISA- TARGET	548.21	Klubhouse Preschool
92975	10/15/2015	US BANK	VISA- DOTERRA	364.35	Klubhouse Preschool
92975	10/15/2015	US BANK	VISA- COSTCO	298.99	Klubhouse Preschool
92975	10/15/2015	US BANK	VISA- TOYS R US	257.98	Klubhouse Preschool
92916	10/14/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	217.74	Klubhouse Preschool
92950	10/14/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	180.03	Klubhouse Preschool
92862	10/7/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	161.28	Klubhouse Preschool
92975	10/15/2015	US BANK	VISA- ORIENTAL TRADING CO	133.32	Klubhouse Preschool
92952	10/14/2015	SECURAL SECURITY CORP	SECURITY- BACK TO SCHOOL	113.52	Klubhouse Preschool
92845	10/7/2015	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	63.00	Klubhouse Preschool
92975	10/15/2015	US BANK	VISA- PETSMART	61.32	Klubhouse Preschool
92975	10/15/2015	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	58.86	Klubhouse Preschool
92916	10/14/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	45.86	Klubhouse Preschool
92975	10/15/2015	US BANK	VISA- SMART & FINAL	18.41	Klubhouse Preschool
92975	10/15/2015	US BANK	VISA- HAGGEN	9.76	Klubhouse Preschool
<b>Total Amount for 17 Line Item(s) from Klubhouse Preschool</b>				<b>\$4,630.53</b>	

## Library

92920	10/14/2015	INNOVATIVE INTERFACES, INC	SOFTWARE MAINTENANCE	1,500.00	Library
92825	10/7/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	931.46	Library
92856	10/7/2015	OCLC, INC.	MEMBERSHIP DUES- SEP 2015	662.63	Library
92908	10/14/2015	GALE CENGAGE LEARNING	E-BOOKS	606.32	Library
92825	10/7/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	599.15	Library
92873	10/7/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	411.44	Library
92844	10/7/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	408.52	Library
92823	10/7/2015	BAKER & TAYLOR	BOOKS-LIBRARY	315.99	Library
92918	10/14/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	291.23	Library
92870	10/7/2015	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
92823	10/7/2015	BAKER & TAYLOR	BOOKS-LIBRARY	287.81	Library
92823	10/7/2015	BAKER & TAYLOR	BOOKS-LIBRARY	256.30	Library
92823	10/7/2015	BAKER & TAYLOR	BOOKS-LIBRARY	247.90	Library
92823	10/7/2015	BAKER & TAYLOR	BOOKS-LIBRARY	240.15	Library
92844	10/7/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	235.52	Library
92873	10/7/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	234.03	Library
92842	10/7/2015	GALE CENGAGE LEARNING	E-BOOKS	217.60	Library



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92853	10/7/2015	MIDWEST TAPE	DVD'S-LIBRARY	204.91	Library
92821	10/7/2015	AT&T	TELEPHONE SERVICE	166.86	Library
92860	10/7/2015	RECORDED BOOKS, LLC	BOOKS ON CD	157.48	Library
92857	10/7/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	102.24	Library
92823	10/7/2015	BAKER & TAYLOR	BOOKS-LIBRARY	100.73	Library
92860	10/7/2015	RECORDED BOOKS, LLC	E- AUDIO BOOKS	100.23	Library
92832	10/7/2015	DEMCO, INC.	LIBRARY SUPPLIES	99.59	Library
92975	10/15/2015	US BANK	VISA- USPS	97.98	Library
92844	10/7/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	92.37	Library
92918	10/14/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	88.16	Library
92823	10/7/2015	BAKER & TAYLOR	BOOKS-LIBRARY	75.17	Library
92918	10/14/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	61.59	Library
92860	10/7/2015	RECORDED BOOKS, LLC	E- AUDIO BOOKS	56.90	Library
92844	10/7/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	56.54	Library
92857	10/7/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	47.03	Library
92857	10/7/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	47.03	Library
92857	10/7/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	42.95	Library
92857	10/7/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	42.95	Library
92860	10/7/2015	RECORDED BOOKS, LLC	E- AUDIO BOOKS	41.80	Library
92885	10/14/2015	BAKER & TAYLOR	BOOKS-LIBRARY	36.68	Library
92885	10/14/2015	BAKER & TAYLOR	BOOKS-LIBRARY	32.80	Library
92975	10/15/2015	US BANK	VISA- RALPHS	30.23	Library
92885	10/14/2015	BAKER & TAYLOR	BOOKS-LIBRARY	29.90	Library
92939	10/14/2015	MIDWEST TAPE	DVD'S-LIBRARY	28.72	Library
92844	10/7/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	27.13	Library
92918	10/14/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	24.83	Library
92918	10/14/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.30	Library
92918	10/14/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.99	Library
92844	10/7/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.58	Library
92844	10/7/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.45	Library
92885	10/14/2015	BAKER & TAYLOR	BOOKS-LIBRARY	19.45	Library
92844	10/7/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	18.41	Library
92918	10/14/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	18.29	Library
92885	10/14/2015	BAKER & TAYLOR	BOOKS-LIBRARY	18.25	Library
92918	10/14/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	18.04	Library
92975	10/15/2015	US BANK	VISA- RALPHS	17.91	Library
92823	10/7/2015	BAKER & TAYLOR	BOOKS-LIBRARY	16.21	Library





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92885	10/14/2015	BAKER & TAYLOR	BOOKS-LIBRARY	14.64	Library
92885	10/14/2015	BAKER & TAYLOR	BOOKS-LIBRARY	14.61	Library
92885	10/14/2015	BAKER & TAYLOR	BOOKS-LIBRARY	13.45	Library
92823	10/7/2015	BAKER & TAYLOR	BOOKS-LIBRARY	12.40	Library
92975	10/15/2015	US BANK	VISA- STAPLES	7.84	Library
92975	10/15/2015	US BANK	VISA- RITE AID	4.01	Library
92857	10/7/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	-47.03	Library
<b>Total Amount for 61 Line Item(s) from Library</b>				<b>\$9,857.65</b>	
<b><u>LMD #22</u></b>					
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	27,500.00	LMD #22
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,933.00	LMD #22
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,392.00	LMD #22
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,630.37	LMD #22
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,493.75	LMD #22
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	285.00	LMD #22
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	257.14	LMD #22
92955	10/14/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	142.71	LMD #22
<b>Total Amount for 8 Line Item(s) from LMD #22</b>				<b>\$44,633.97</b>	
<b><u>LMD #24</u></b>					
92967	10/14/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	738.00	LMD #24
<b>Total Amount for 1 Line Item(s) from LMD #24</b>				<b>\$738.00</b>	
<b><u>LMD #27</u></b>					
92847	10/7/2015	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	2,352.05	LMD #27
92927	10/14/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	346.54	LMD #27
<b>Total Amount for 2 Line Item(s) from LMD #27</b>				<b>\$2,698.59</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
92935	10/14/2015	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
92955	10/14/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,269.39	LMD 22 - Common Benefit Area



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92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,078.00	LMD 22 - Common Benefit Area
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,065.00	LMD 22 - Common Benefit Area
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,690.00	LMD 22 - Common Benefit Area
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	719.00	LMD 22 - Common Benefit Area
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	600.00	LMD 22 - Common Benefit Area
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	572.00	LMD 22 - Common Benefit Area
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	218.75	LMD 22 - Common Benefit Area
<b>Total Amount for 9 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$21,712.14</b>	

## Media Operations

92942	10/14/2015	NIC PARTNERS INC.	VOIP PSA PROJECT	7,499.99	Media Operations
92874	10/7/2015	WEBROOT SOFTWARE	WEBROOT PROTECTION	6,451.20	Media Operations
92943	10/14/2015	NICKERSON/LAURA//	CTV HOST SERVICES	2,250.00	Media Operations
92821	10/7/2015	AT&T	TELEPHONE SERVICE	1,434.51	Media Operations
92911	10/14/2015	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
92975	10/15/2015	US BANK	VISA- HOTEL INDIGO	650.95	Media Operations
92961	10/14/2015	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	625.10	Media Operations
92954	10/14/2015	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	505.00	Media Operations
92937	10/14/2015	MEGAPATH CLOUD COMPANY	DSL SERVICE	443.65	Media Operations
92962	10/14/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
92957	10/14/2015	STELLER/DEBORAH//	REIMB TRAVEL EXP-NATO CONF	330.80	Media Operations
92962	10/14/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	269.16	Media Operations
92975	10/15/2015	US BANK	VISA- MISAC	160.00	Media Operations
92975	10/15/2015	US BANK	VISA- AMAZON.COM	102.66	Media Operations
92975	10/15/2015	US BANK	VISA- FRESH BORTHERS	98.74	Media Operations
92963	10/14/2015	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	94.06	Media Operations
92975	10/15/2015	US BANK	VISA- SUNLIFE ORGANICS	64.10	Media Operations
92876	10/14/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92876	10/14/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92876	10/14/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92876	10/14/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92975	10/15/2015	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
92975	10/15/2015	US BANK	VISA- ADOBE CREATIVE	49.99	Media Operations
92975	10/15/2015	US BANK	VISA- FIVERR.COM	15.75	Media Operations



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<b>Total Amount for 24 Line Item(s) from Media Operations</b>				<b>\$22,461.51</b>	
<b><u>Non-Departmental</u></b>					
92919	10/14/2015	INNER-I ...SECURITY IN FOCUS	CAMERA UPGRADE	4,233.00	Non-Departmental
92975	10/15/2015	US BANK	VISA- STORAGE ETC	1,960.00	Non-Departmental
92921	10/14/2015	IRON MOUNTAIN	STORAGE SERVICES	1,769.62	Non-Departmental
92971	10/14/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	612.05	Non-Departmental
92975	10/15/2015	US BANK	VISA- COSTCO	527.37	Non-Departmental
92971	10/14/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	398.96	Non-Departmental
92975	10/15/2015	US BANK	VISA- COSTCO	388.53	Non-Departmental
92975	10/15/2015	US BANK	VISA- COFFEE WHOLESALE USA	240.18	Non-Departmental
92975	10/15/2015	US BANK	VISA- AMAZON.COM	137.39	Non-Departmental
92836	10/7/2015	FEDERAL EXPRESS CORP.	COURIER SERVICE	108.58	Non-Departmental
92975	10/15/2015	US BANK	VISA- KUERIG	89.18	Non-Departmental
<b>Total Amount for 11 Line Item(s) from Non-Departmental</b>				<b>\$10,464.86</b>	
<b><u>Payroll</u></b>					
92820	10/7/2015	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	756.48	Payroll
92820	10/7/2015	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	567.36	Payroll
92880	10/14/2015	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	189.12	Payroll
<b>Total Amount for 3 Line Item(s) from Payroll</b>				<b>\$1,512.96</b>	
<b><u>Police / Fire / Safety</u></b>					
92848	10/7/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,931.40	Police / Fire / Safety
92848	10/7/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	724.28	Police / Fire / Safety
<b>Total Amount for 2 Line Item(s) from Police / Fire / Safety</b>				<b>\$2,655.68</b>	
<b><u>Public Safety &amp; Emergency Preparedness</u></b>					
92975	10/15/2015	US BANK	VISA- MACKAY COMMUNICATION	233.58	Public Safety & Emergency Preparedness
92975	10/15/2015	US BANK	VISA- PEACH JAR	150.00	Public Safety & Emergency Preparedness
92975	10/15/2015	US BANK	VISA- OPTIMA BATTERY	109.99	Public Safety & Emergency Preparedness



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<b>Total Amount for 3 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$493.57</b>	
<b>Public Works</b>					
92841	10/7/2015	G2 CONSTRUCTION, INC.	CATCH BASIN CURB SCREENS	190,536.00	Public Works
92959	10/14/2015	SUSTAINABLE SOLUTIONS SERVICES	STREET SIGN MEDIAN PROJECT	7,500.00	Public Works
92879	10/14/2015	AMSTERDAM PRINTING	WATER BOTTLES	5,808.00	Public Works
92959	10/14/2015	SUSTAINABLE SOLUTIONS SERVICES	STREET SIGN MEDIAN PROJECT	5,000.00	Public Works
92872	10/7/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SMART	4,608.28	Public Works
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	3,890.00	Public Works
92974	10/14/2015	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	3,025.00	Public Works
92922	10/14/2015	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	2,516.00	Public Works
92846	10/7/2015	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	2,464.00	Public Works
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,975.00	Public Works
92968	10/14/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
92938	10/14/2015	MICHAEL BAKER INTERNATIONAL	WATERSHED CONSULTING	1,391.83	Public Works
92831	10/7/2015	DE LA CRUZ/CALVIN//	CONSULTING SERVICES	1,120.00	Public Works
92927	10/14/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,113.27	Public Works
92927	10/14/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	912.70	Public Works
92944	10/14/2015	OLNEY/JAMES//	CONSULTING SERVICES	600.00	Public Works
92944	10/14/2015	OLNEY/JAMES//	CONSULTING SERVICES	600.00	Public Works
92914	10/14/2015	HANBALI/MAHER//	CONSULTING SERVICES	560.00	Public Works
92830	10/7/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	480.00	Public Works
92899	10/14/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	480.00	Public Works
92896	10/14/2015	COUNTY SANITATION DISTRICT	REFUSE FEES- AUG 2015	462.55	Public Works
92969	10/14/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	440.00	Public Works
92843	10/7/2015	HANBALI/MAHER//	CONSULTING SERVICES	440.00	Public Works
92975	10/15/2015	US BANK	VISA- CORNER BAKERY	169.96	Public Works
92975	10/15/2015	US BANK	VISA- NORTHRIDGE LUMBER	149.61	Public Works
92975	10/15/2015	US BANK	VISA- LANDSEND	125.62	Public Works
92965	10/14/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	95.16	Public Works
92843	10/7/2015	HANBALI/MAHER//	CONSULTING SERVICES	80.00	Public Works
92955	10/14/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	55.21	Public Works
92881	10/14/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	53.04	Public Works
92975	10/15/2015	US BANK	VISA- RALPHS	49.34	Public Works
92843	10/7/2015	HANBALI/MAHER//	CONSULTING SERVICES	40.00	Public Works
92975	10/15/2015	US BANK	VISA- AMAZON.COM	16.97	Public Works



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<b>Total Amount for 33 Line Item(s) from Public Works</b>				<b>\$238,197.54</b>	
<b><u>Recoverable / Refund / Liability</u></b>					
92858	10/7/2015	PETTY CASH	PETTY CASH- PUMPKIN FEST	7,500.00	Recoverable / Refund / Liability
92859	10/7/2015	PETTY CASH	PETTY CASH- PUMPKIN FEST	7,500.00	Recoverable / Refund / Liability
92887	10/14/2015	CALABASAS HOTEL, LLC	RELEASE OF BOND	5,040.00	Recoverable / Refund / Liability
92945	10/14/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	1,701.84	Recoverable / Refund / Liability
92907	10/14/2015	FASSBERG/WENDY//	REFUND PLANNING PERMIT	329.86	Recoverable / Refund / Liability
92945	10/14/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	290.11	Recoverable / Refund / Liability
92888	10/14/2015	CALIFORNIA BUILDING STANDARDS	3RD QTR 2015 GREEN BLDG	280.80	Recoverable / Refund / Liability
92851	10/7/2015	LOS ANGELES COUNTY SHERIFF	WAGE GARNISHMENT- 10/2/15	200.00	Recoverable / Refund / Liability
92838	10/7/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 10/2/15	184.62	Recoverable / Refund / Liability
92975	10/15/2015	US BANK	VISA- SUPER BIRTHDAY	100.00	Recoverable / Refund / Liability
92866	10/7/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 10/2/15	46.15	Recoverable / Refund / Liability
92946	10/14/2015	PACKER/JUDY//	RECREATION REFUND	35.00	Recoverable / Refund / Liability
92854	10/7/2015	MILLER/MARLENE//	RECREATION REFUND	25.00	Recoverable / Refund / Liability
92849	10/7/2015	LANDAU/ANTHONY//	RECREATION REFUND	8.00	Recoverable / Refund / Liability
92867	10/7/2015	STOCKTON/JAN//	RECREATION REFUND	8.00	Recoverable / Refund / Liability
92839	10/7/2015	FRANK/JUDITH//	RECREATION REFUND	8.00	Recoverable / Refund / Liability
92826	10/7/2015	CARDENAS/MARTHA//	RECREATION REFUND	8.00	Recoverable / Refund / Liability
92824	10/7/2015	CALLAHAN/LORI//	RECREATION REFUND	6.33	Recoverable / Refund / Liability
92869	10/7/2015	TASUGI/KINJI//	RECREATION REFUND	6.33	Recoverable / Refund / Liability
92905	10/14/2015	EXCEL PAVING COMPANY	LAS VIRGENES RD PROJECT	-28,548.89	Recoverable / Refund / Liability
92864	10/7/2015	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJECT	-89,104.68	Recoverable / Refund / Liability
<b>Total Amount for 21 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$-94,375.53</b>	
<b><u>Tennis &amp; Swim Center</u></b>					
92941	10/14/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	2,650.00	Tennis & Swim Center
92822	10/7/2015	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- FUN RUN	1,916.00	Tennis & Swim Center
92884	10/14/2015	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- T&SC	1,595.00	Tennis & Swim Center
92903	10/14/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	1,165.00	Tennis & Swim Center
92909	10/14/2015	GARBA ONADJA ENTERPRISES, LLC	RECREATION INSTRUCTOR	1,115.00	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- HOME DEPOT	1,060.09	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- HOME DEPOT	986.56	Tennis & Swim Center
92828	10/7/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	799.52	Tennis & Swim Center



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92975	10/15/2015	US BANK	VISA- NATIONAL GYM SUPPLY	782.30	Tennis & Swim Center
92819	10/7/2015	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- T&SC	761.00	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- ARTIFICIAL GRASS	624.58	Tennis & Swim Center
92894	10/14/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	621.30	Tennis & Swim Center
92827	10/7/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	600.00	Tennis & Swim Center
92889	10/14/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	600.00	Tennis & Swim Center
92900	10/14/2015	DE LIGHT VILLE	LIGHT FIXTURES-T&SC	599.50	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- OFFICE DEPOT	549.18	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- URREA & SONS	500.94	Tennis & Swim Center
92970	10/14/2015	VIEWPOINT EDUCATIONAL	POOL RENTAL	495.00	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- ARTIFICIAL GRASS	490.50	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- SUPER A CLEANERS	420.00	Tennis & Swim Center
92972	10/14/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	414.25	Tennis & Swim Center
92936	10/14/2015	MARKET PLAYS PRODUCTIONS	STAFF T-SHIRTS (JR LIFEGUARDS)	369.19	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- DLX FOR BUSINESS	328.36	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- ULINE	298.22	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- PRO BOXING SUPPLY	294.27	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- SMART & FINAL	228.38	Tennis & Swim Center
92890	10/14/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
92906	10/14/2015	EXTRACTOR CORPORATION	MAINTENANCE SUPPLIES	218.00	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- CONSTANT CONTACT	210.00	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- LESLIE'S POOL SUPPLY	180.23	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- X TRAINING	179.94	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- AGOURA EQUIP RENTALS	165.00	Tennis & Swim Center
92884	10/14/2015	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- T&SC	156.50	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- DE SOTO SALES	154.34	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- ADOLPH KIEFER	115.50	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- VISTA PAINT	111.64	Tennis & Swim Center
92875	10/7/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	110.28	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- AGOURA PAINT	98.37	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- SUBWAY	98.00	Tennis & Swim Center
92894	10/14/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	93.20	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- BOBS GARDEN	79.00	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- BOBS GARDEN	79.00	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- DIY	74.08	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- CHEVRON	70.15	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- RALPHS	56.52	Tennis & Swim Center



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92975	10/15/2015	US BANK	VISA- TINYTOTARCADE.COM	52.93	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- L.A. CTY SANITATION	43.51	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- BAJA FRESH	43.33	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- LOWES	37.54	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- VONS	34.95	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- LAKESHORE LEARNING	33.32	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- AGOURA PAINT	33.31	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- STAPLES	24.49	Tennis & Swim Center
92925	10/14/2015	KISHIMOTO/RAINE//	REIMB MILEAGE - SEP 15	18.91	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- FEDEX OFFICE	13.57	Tennis & Swim Center
92975	10/15/2015	US BANK	VISA- SPORT CHALET	9.77	Tennis & Swim Center
<b>Total Amount for 56 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$23,080.08</b>	

## Transportation

92864	10/7/2015	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJECT	1,782,093.62	Transportation
92905	10/14/2015	EXCEL PAVING COMPANY	LAS VIRGENES RD PROJECT	570,977.79	Transportation
92947	10/14/2015	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	47,410.81	Transportation
92882	10/14/2015	AT&T	CONSTRUCTION SVCS- LOST HILLS	46,489.92	Transportation
92923	10/14/2015	JT GENERAL CONSTRUCTION	CONSULTING SVCS- PARK & RIDE	17,991.00	Transportation
92917	10/14/2015	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE SEP 2015	7,239.50	Transportation
92877	10/14/2015	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,346.18	Transportation
92933	10/14/2015	MALIBU CANYON SHELL	FUEL CHARGES- SEP 2015 (2/2)	4,296.67	Transportation
92928	10/14/2015	LAS VIRGENES MUNICIPAL WATER	WATER METER INSTALLATION	3,190.00	Transportation
92865	10/7/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	2,372.77	Transportation
92929	10/14/2015	LAS VIRGENES MUNICIPAL WATER	WATER METER INSTALLATION	1,850.00	Transportation
92865	10/7/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
92930	10/14/2015	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,200.00	Transportation
92940	10/14/2015	NATIONAL DATA & SURVEYING SVCS	TRAFFIC COUNTERS	555.00	Transportation
92975	10/15/2015	US BANK	VISA- UNION 76	380.97	Transportation
92934	10/14/2015	MANERI SIGN, INC.	TRAFFIC SIGNS	342.26	Transportation
92852	10/7/2015	MANERI SIGN, INC.	TRAFFIC SIGNS	260.29	Transportation
92975	10/15/2015	US BANK	VISA- PRIMUS INC	190.22	Transportation
92975	10/15/2015	US BANK	VISA- CORNER BAKERY	174.80	Transportation
92975	10/15/2015	US BANK	VISA- EXXON MOBIL	100.00	Transportation
92975	10/15/2015	US BANK	VISA- UNION 76	87.07	Transportation
92975	10/15/2015	US BANK	VISA- EXXON MOBIL	85.08	Transportation



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92899	10/14/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	80.00	Transportation
92975	10/15/2015	US BANK	VISA- UNION 76	78.05	Transportation
92975	10/15/2015	US BANK	VISA- EXXON MOBIL	76.78	Transportation
92955	10/14/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	75.78	Transportation
92975	10/15/2015	US BANK	VISA- LANDSEND	70.69	Transportation
92975	10/15/2015	US BANK	VISA- LANDSEND	66.88	Transportation
92975	10/15/2015	US BANK	VISA- SHELL OIL	63.50	Transportation
92975	10/15/2015	US BANK	VISA- CHEVRON	54.07	Transportation
92975	10/15/2015	US BANK	VISA- MOBILE ASSETS	53.97	Transportation
92975	10/15/2015	US BANK	VISA- UNION 76	47.30	Transportation
92975	10/15/2015	US BANK	VISA- CALABASAS CAR CARE	47.03	Transportation
92975	10/15/2015	US BANK	VISA- HOME DEPOT	41.09	Transportation
92830	10/7/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	40.00	Transportation
92830	10/7/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	40.00	Transportation
92975	10/15/2015	US BANK	VISA- RABI INC	37.67	Transportation
92975	10/15/2015	US BANK	VISA- CHEVRON	34.29	Transportation
92975	10/15/2015	US BANK	VISA- UNION 76	33.54	Transportation
92975	10/15/2015	US BANK	VISA- UNION 76	31.44	Transportation
92944	10/14/2015	OLNEY/JAMES//	CONSULTING SERVICES	30.00	Transportation
92944	10/14/2015	OLNEY/JAMES//	CONSULTING SERVICES	30.00	Transportation
92975	10/15/2015	US BANK	VISA- UNION 76	24.13	Transportation
92975	10/15/2015	US BANK	VISA- UNION 76	23.99	Transportation
92975	10/15/2015	US BANK	VISA- UNION 76	20.99	Transportation
92975	10/15/2015	US BANK	VISA- PILOT PEN	16.79	Transportation
92975	10/15/2015	US BANK	VISA- CANOGA PARK	13.38	Transportation
92975	10/15/2015	US BANK	VISA- SHELL OIL	7.00	Transportation
92975	10/15/2015	US BANK	VISA- SHELL OIL	5.00	Transportation
<b>Total Amount for 49 Line Item(s) from Transportation</b>				<b>\$2,494,467.31</b>	
<b>GRAND TOTAL for 447 Line Items</b>				<b>\$2,974,533.30</b>	



## FUTURE AGENDA ITEMS

Department                      Agenda Headings      Agenda Title/Future Agenda

**12-Nov**

CC	Presentation	Mayor Martin's Farewell
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**Future Items**

CD	Consent	Amendment to Mark6 PSA
PW	New Business	Award franchise agreement to Waste Management
CD	Consent	Approval of professional services agreement with Edgesoft
CD	New Business	Code amendment to Old Town
Finance	New Business	Guidelines on City reserves with descriptive line item for each fund
CC	New Business	25th anniversary subcommittee update
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
18-Nov - Special Meeting Election Certification - Council Reorg.	9-Dec
	23-Dec - Canceled