



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, SEPTEMBER 9, 2015
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

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

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

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

APN Number: 2069-007-046

Agency Negotiator: Anthony M. Coroalles, City Manager

Under Negotiation: Price Terms of Payment Both

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 Starbuck’s barista, Jill Einhorn for her heroic actions
- By Las Virgenes Unified School District regarding Measure E

ORAL COMMUNICATIONS – PUBLIC COMMENT – 7:45 P.M.

CONSENT ITEMS – 7:55 P.M.

1. Approval of meeting minutes from August 26, 2015
2. Adoption of Resolution No. 2015-1477 in full support of the Las Virgenes Unified School District-sponsored initiative to renew High Quality Education and Local Control Parcel Tax (Measure E)
3. Annual update of the City’s Tobacco Retailer Registration Program
4. Adoption of Resolution No. 2015-1471, rescinding Resolution No. 2014-1423 and approving a salary schedule for permanent employees
5. Adoption of Resolution No. 2015-1472, establishing employee flex credit amounts for 2016 and rescinding Resolution No. 2014-1425
6. Adoption of Resolution No. 2015-1475 approving the acquisition of one Los Angeles County Tax Defaulted property in Old Topanga for the approximate amount of \$29,803 (Assessor Parcel Number 2080-017-008)
7. Recommendation to approve a professional services agreement to provide daily Calabasas maintenance service and as-needed lake equipment repair or replacement, for a period of two years in an amount not to exceed \$165,760 per year
8. Recommendation to approve an agreement between the City of Calabasas and Los Angeles County Metropolitan Transportation Authority for the procurement of two shuttles with a funding total of \$219,708
9. Approval of professional services agreement with Michael Baker International for completing the Malibu Creek Watershed Enhanced Watershed Management Program and Integrated Coordinated Monitoring Plan
10. Adoption of Resolution No. 2015-1468, designating a voting delegate and an alternate voting delegate for the League of California Cities annual meeting

11. Adoption of Resolution No. 2015-1478 accepting from the Las Virgenes Municipal Water District a permanent easement for construction access, construction and maintenance of soil nails and two associated retaining walls, and slope grading and slope maintenance related to widening of Las Virgenes Road

PUBLIC HEARING – 8:10 P.M.

12. Adoption of Resolution No. 2015-1474, approving the operating and capital improvement budgets for July 1, 2015 through June 30, 2017, providing for the appropriations and expenditures for all sums set forth in said budget; and adoption of Resolution No. 2015-1473, establishing the appropriations limit for Fiscal Year 2015-2016
13. Introduction of Ordinance No. 2015-328, amending Chapter 17.30 (Signs) to permit gateway signs, freeway-facing monument signs and tenant identification directional signs to commercial shopping centers pursuant to Calabasas Municipal Code Section 17.76.010. *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*

NEW BUSINESS – 9:00 p.m.

14. Adoption of Ordinance No. 2015-327, adding subsection D to Section 15.04.740 and subsection D to Section 15.4.580 of the Calabasas Municipal Code amending Article 690 of the California Electrical Code and California Plumbing Code Section 103, relating to expedited permitting procedures for small residential rooftop solar systems
15. Recommendation to adopt Resolution No. 2015-1476, approving and accepting the completed 2015 Citywide speed survey and authorizing the update and enforcement of the proposed posted speed changes, accordingly
16. Discussion of resolutions before the League of California Cities (League) Annual meeting on October 2

INFORMATIONAL REPORTS – 10:00 P.M.

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

TASK FORCE REPORTS – 10:05 P.M.

CITY MANAGER'S REPORT – 10:10 P.M.

FUTURE AGENDA ITEMS – 10:15 P.M.

ADJOURN – 10:20 P.M.

The City Council will adjourn in memory of Elaine Gottlieb to their next regular meeting scheduled on Wednesday, October 14, 2015, at 7:00 p.m.

New Leaders

- **Steve Scifres: Bay Laurel Elementary School**
- **Ryan Emery: A. C. Stelle Middle School**
- **Elias Miles: A. E. Wright Middle School**
- **Stacy Feinbloom: AP at A. E. Wright Middle School**
- **Chris Oleks and Jordan Lessem: APs at Calabasas High School**



Measure E

- **Ensuring excellence in education**
- **On the ballot Nov. 3rd**
- **Funds: Core academic courses, lower class sizes, counseling services, arts and athletics**
- **\$98 per parcel that stays local**
- **Brings in \$2.3 million a year (equivalent of 36 teachers)**



**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, AUGUST 26, 2015**

Mayor Martin called the Closed Session portion of the meeting to order at 6:30 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 anticipated litigation – one case
Government Code §54956.9(d)4

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: Bingham, Cohen, Coroaalles, Figueroa, Hernandez, Holden, Howard, Jordan, Lysik, Michitsch, Parker, Rubin, Tamuri, Steller and Yalda

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

APPROVAL OF AGENDA

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

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

Mr. Howard reported that on Closed Session Item No. 1, the City Council voted unanimously authorizing the City Attorney to file litigation on the matter.

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Shapiro:

- Congratulated staff on the great summer concerts at the lake.
- Extended congratulations to the LVUSD and Calabasas High for being named one of the top high schools in the state and the country.

- Extended congratulations to Councilmember Gaines for being named by the San Fernando Valley Business Journal one of the five most trusted advisors in the legal profession.
- Calabasas High football game against Canyon scheduled on August 28 will be featured on Fox Sports as the game of the week.
- Dogs for the Blind are scheduled at the Library on September 12.

Mayor pro Tem Bozajian:

- The Emergency Preparedness Fair & Expo is scheduled on September 12.
- The Pumpkin Festival is scheduled on October 17-18.
- A pumpkin cook-off and bake-off is scheduled on September 10 at the Acura 101 dealer.

Councilmember Maurer:

- Welcomed all the students back to school.
- Tutoring is available at the Library by Viewpoint students.
- A tech class for seniors on how to use electronic gadgets is provided by students, at the Library on Sundays at noon.
- The fourth annual Trunk and Treat scheduled at the AHCCC on Friday October 30.
- The Library is devoting the month of September to Edgar Allan Poe.

Councilmember Gaines:

- Calabasas High football team is ranked fifth in the Daily News. He reiterated that Fox Sports will be broadcasting the game on August 28.
- The Fall Recreation Brochure has been distributed.
- Las Virgenes Enterprise featured the story of a Starbuck's barista, Jill Einhorn who saved the life of a patron. He requested Ms. Einhorn be invited to a future meeting to be recognized for her actions.

Mayor Martin:

- Encouraged support for Coyote football team on August 28 by stopping at the snack bar, where she will be volunteering.
- The Mayor's State of the City Address is scheduled on October 8 at Founders Hall.

PRESENTATIONS

- Recognition of outgoing Planning Commissioner Rick Shumacher

Mayor Martin presented certificate of appreciation to Rick Shumacher. Members of the Council, Ms. Tamuri, and Planning Commissioner, Alicia Weintraub expressed appreciation to Mr. Shumacher for his service. Mr. Shumacher thanked the Council and staff for the opportunity to serve.

- Certificates of appreciation to Marsha Feldman and Scott Hughes for their efforts with the Special Olympics host town activities

Mayor Martin presented certificates of appreciation to Scott Hughes and Marsha Feldman. Councilmember Maurer expressed appreciation to both on behalf of the City Council.

- Certificate of appreciation to Robin Flutterby Borakove and Fred N. Bommer, II for their coverage during the City's Special Olympics host town activities

Mayor Martin presented certificate of appreciation to Ms. Flutterby. Mr. Bommer was not in attendance.

- Sheriff's Crime Report

Lt. A.J. Rotella presented the report.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Lesli Kraut, Nicole and Kelley Fries, and Jacqueline Souza spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from August 12, 2015
2. Recommendation to approve the deferred subdivision agreement for completion of public improvements for Tract No. 60488
3. Recommendation to approve an amendment to increase the value of the existing professional services agreement by \$25,000 with MSW Consultants for solid waste consulting

Mayor pro Tem Bozajian pulled Consent Item No. 2.

Councilmember Gaines moved, seconded by Councilmember Shapiro to approve Consent Item Nos. 1 and 3. 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.

NEW BUSINESS

4. Consideration of Resolution No. 2015-1469 in full support for deputy sheriff personnel to recruit, hire, train and deploy the best qualified individuals to help provide the highest public safety services for the residents and business of the City of Calabasas

Deputy White spoke on Item No. 4.

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

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

The meeting recessed at 8:20 p.m.
The meeting reconvened at 8:32 p.m.

5. Presentation of the operating and capital budgets for July 1, 2015 through June 30, 2017

Dr. Lysik presented the budget.

Extensive discussion ensued and direction was provided to staff.

Councilmember Bozajian moved, seconded by Councilmember Maurer to approve the allocation of an additional \$5,000 to the Chamber of Commerce on an experimental basis and to revisit the matter again during the next fiscal year. MOTION CARRIED 4/1 as follows:

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

NOES: Councilmember Gaines

The meeting recessed at 11:00 p.m.
The meeting reconvened at 11:10 p.m.

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

Councilmember Gaines moved, seconded by Mayor pro Tem Bozajian to approve Item No. 6 introducing Ordinance No. 2015-327. MOTION CARRIED 5/0 as follows:

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

7. Council discussion on Senate Bill 415 (Hueso), voter participation

Councilmember Maurer left the meeting during discussion of Item No. 7.

Councilmember Gaines moved, seconded by Mayor pro Tem Bozajian approving a letter from the Mayor urging the Governor to veto SB 415. MOTION CARRIED 4/0 as follows:

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

INFORMATIONAL REPORTS

8. Check Register for the period of August 3-13, 2015

No action was taken on this item.

TASK FORCE REPORTS

None.

CITY MANAGER'S REPORT

Mr. Coroalles reported that Mr. Rubin and he met with representatives of The Event. The group concurred to hold this year's event at the Civic Center Plaza and adjacent street.

FUTURE AGENDA ITEMS

Mayor pro Tem Bozajian requested a resolution in support of the LVUSD's Measure E.

Councilmember Gaines requested an item regarding City reserve guidelines with descriptive line item for each fund.

ADJOURN

The City Council adjourned at 11:24 p.m. to the next regularly scheduled meeting on Wednesday, September 9, 2015, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 28, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ANTHONY M. COROALLES, CITY MANAGER
MARICELA HERNANDEZ, MMC, CITY CLERK

SUBJECT: ADOPTION OF RESOLUTION NO. 2015-1477 IN FULL SUPPORT OF THE LAS VIRGENES UNIFIED SCHOOL DISTRICT-SPONSORED INITIATIVE TO RENEW HIGH QUALITY EDUCATION AND LOCAL CONTROL PARCEL TAX (MEASURE E)

MEETING

DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

As requested by Mayor pro Tem Bozajian and Councilmember Gaines, this item is being presented for Council consideration.

BACKGROUND:

The Las Virgenes Unified School District (District) is devoted to maintaining excellent public education. To protect the quality of education in our local schools, fund core programs in math, science, reading, technology and the arts, attract/retain highly qualified teachers, counselors, and technology specialists, maintain smaller class sizes, enhance student achievement and prepare our students for success in college and careers. The Las Virgenes Unified School District is proposing to continue for twelve years the existing \$98 annual school parcel tax without raising the current rate, with an exemption for seniors, and all money staying local.

RECOMMENDATION:

That the Council adopt Resolution No. 2015-1477 in full support of the Las Virgenes Unified School District-sponsored initiative to renew High Quality Education and Local Control Parcel Tax (Measure E).

ATTACHMENT:

Resolution No. 2015-1477

ITEM 2 ATTACHMENT
RESOLUTION NO. 2015-1477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, IN FULL SUPPORT OF THE LAS VIRGENES UNIFIED SCHOOL DISTRICT-SPONSORED INITIATIVE TO RENEW HIGH QUALITY EDUCATION AND LOCAL CONTROL PARCEL TAX (MEASURE E).

WHEREAS, the Las Virgenes Unified School District (District) is devoted to maintaining excellent public education; and

WHEREAS, the District believes great schools make our neighborhoods desirable, attract families and keep our property values strong; and

WHEREAS, the District prides itself on providing the highest quality education for our students and consistently ranks amongst the highest performing school districts in the State of California and across the United States; and

WHEREAS, despite the District's commitment and achievement in delivering outstanding educational outcomes for students, California currently ranks near the bottom in the nation in per pupil education spending and the District expects to receive even less per student funding than many other districts in the State based on California's latest funding formula; and

WHEREAS, in 2004 the voters of the District approved the high quality education and local control parcel tax of \$98 per parcel (the "2004 Parcel Tax") for a period of four years; and

WHEREAS, revenues from the 2004 Parcel Tax provided a stable source of funding that supported local schools and could not be taken by the State; and

WHEREAS, stable local funding is needed to maintain core programs in math, science and technology and to attract and retain qualified teachers; and

WHEREAS, on November 7, 2007 the voters of the District renewed the 2004 Parcel Tax ("Measure E") for an eight-year period, which expires on June 30, 2016; and

WHEREAS, unless Measure E is renewed again by voters, the loss of funding will result in a substantial reduction of educational programs; and

WHEREAS, Article XIII A, Section 4 of the California Constitution and Sections 50075 et seq., of the California Government Code permit a school district to renew a parcel tax for specified purposes and to levy such tax following approval by at least two-thirds of the voters voting upon the proposition; and

WHEREAS, the Board of Education (the "Board") of the District proposes to place a measure on the November 3, 2015 (such measure, along with the 2004 Parcel Tax and Measure E, collectively referred to as the "Parcel Tax") ballot to continue the existing levy, without increasing the rate, of its high quality education and local control Parcel Tax upon parcels of land within the District; and

WHEREAS, such renewal will maintain and preserve all existing exemptions to Measure E, without any further application being required from those eligible persons; and

WHEREAS, the Board will apply all the proceeds of the Parcel Tax to support high achieving core academic programs in math, science and technology, and will not use any of said proceeds for administrator salaries, benefits or pensions; and

WHEREAS, all expenditures of the Parcel Tax will continue to be subject to citizen oversight and annual reports to ensure funds are spent appropriately; and

WHEREAS, the Board proposes to continue the Parcel Tax because the revenues will benefit only the District's schools and cannot be taken by the State of California or by other school districts; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA IS IN FULL SUPPORT AND AGREEMENT WITH THE LAS VIRGENES UNIFIED SCHOOL DISTRICT-SPONSORED INITIATIVE TO RENEW HIGH QUALITY EDUCATION AND LOCAL CONTROL PARCEL TAX (MEASURE E).

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

PASSED, APPROVED AND ADOPTED this 9th day of September, 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard
City Attorney

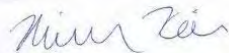


CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 31, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MICHAEL KLEIN, PLANNER 

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

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

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

BACKGROUND:

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

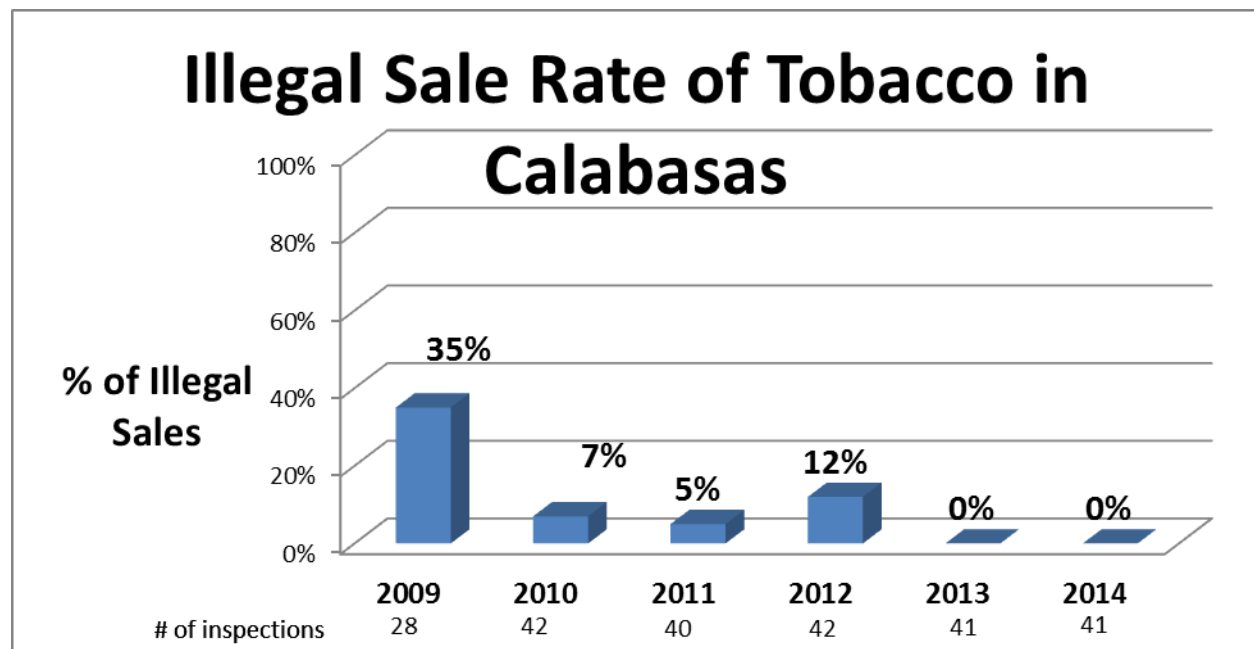
Section 5.18.130(H) of the CMC requires the City Manager to give an annual report to the City Council regarding the enforcement of this ordinance. The report

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

DISCUSSION/ANALYSIS:

In accordance with the requirements of Section 5.18.100 of the CMC, the Los Angeles County Sheriff's Department conducted three tobacco sting operations in 2014. No retailers were caught selling tobacco products to the minor decoys. As result, the illegal sale rate of tobacco has remained at 0% since 2013 (see table below).

Date of sting operation	No. of retailers targeted	No. of retailers that sold to minors	% of retailers engaged in illegal sales
1-10-14	13	0	0%
6-19-14	14	0	0%
12-8-14	14	0	0%
Total:	41	0	0%



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

The administration costs associated with registration under this ordinance are minimal. Staff sends a notice and registration form once a year to each retailer for them to renew their registration. This requires minimal staff time because there are

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

REQUESTED ACTION:

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

ATTACHMENTS:

Attachment A - Tobacco Retailer Status Sheet



CITY of CALABASAS

Tobacco Retailer Status Sheet

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

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

As of January 2015





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 7, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ANTHONY M. COROALLES, CITY MANAGER 

BY: ROBIN PARKER, ADMINISTRATIVE SERVICES DIRECTOR 

SUBJECT: ADOPTION OF RESOLUTION NO. 2015-1471, RESCINDING RESOLUTION NO. 2014-1423 AND APPROVING A SALARY SCHEDULE FOR PERMANENT EMPLOYEES.

MEETING

DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

That the City Council adopt Resolution No. 2015-1471, rescinding Resolution No. 2014-1423 and approving a salary schedule for permanent employees.

BACKGROUND:

On an annual basis, the City Council adopts a new compensation resolution for permanent full-time employees for the upcoming fiscal year. This resolution approves employee positions, salary ranges, benefit levels, and the number of employees needed for each position. Resolution No. 2015-1471 provides for the current level of benefits and the salary range schedule incorporated in this resolution also provides a 1.35% cost of living adjustment (COLA) for all permanent full-time employee positions listed in the resolution.

FISCAL IMPACT/SOURCE OF FUNDING:

The City's Fiscal Year 2015-16 General Fund budget for full-time salaries is

\$7,204,000. The cost for providing a 1.35% Cost of Living Adjustment (COLA) for each permanent employee totals \$112,400 and is included in the budget presented to the City Council.

REQUESTED ACTION:

It is requested that the City Council approve adoption of Resolution No. 2015-1471.

ATTACHMENTS:

Resolution No. 2015-1471

ITEM 4 ATTACHMENT
RESOLUTION NO. 2015-1471

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, RESCINDING RESOLUTION 2014-1423 AND APPROVING A SALARY SCHEDULE FOR PERMANENT EMPLOYEES.

This resolution is adopted in order to set forth compensation procedure and benefit levels, to promote stronger employer-employee relations, and as a means of recognizing performance in all areas of service. This resolution shall be effective as of July 1, 2015.

SECTION 1. DEFINITIONS

Full-Time Permanent Employees. A full-time permanent employee is one whose position is allocated in the budget and who regularly works a minimum of forty (40) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

The following salary ranges are hereby established.

PERMANENT EMPLOYEE SALARY RANGES

A. Management Classification

POSITION	SALARY SCHEDULE NUMBER	NUMBER OF EMPLOYEES BUDGETED IN POSITION
Chief Financial Officer	P213	1
Community Development Director	P213	1
Public Works Director/City Engineer	P213	1
Administrative Services Director	P197	1
Community Services Director	P207	1
Media Operations Director	P197	1

B. Mid-Management Classification

POSITION	SALARY SCHEDULE NUMBER	NUMBER OF EMPLOYEES BUDGETED IN POSITION
Deputy Public Works Director	P178	1
Information Systems Manager	P170	1
City Planner	P168	1
Landscape District Maintenance Manager	P162	1
Building Official	P159	1
City Clerk	P157	1
Recreation Services Manager	P152	1
City Librarian	P150	1

C. Professional/Supervisory Classification

POSITION	SALARY SCHEDULE NUMBER	NUMBER OF EMPLOYEES BUDGETED IN POSITION
Senior Civil Engineer	P148	1
Senior Planner	P148	2
Environmental Services Supervisor	P148	1
Senior Management Analyst	P144	1
Preschool Principal	P140	1
Accounting Supervisor	P132	1
Media Supervisor	P132	1
Public Safety Coordinator	P132	1
Facility Supervisor	P129	1

D. Professional/Technical Classification

POSITION	SALARY SCHEDULE NUMBER	NUMBER OF EMPLOYEES BUDGETED IN POSITION
Planner	P138	2
Associate Civil Engineer	P131	1
Senior Building Inspector	P126	1
Senior Public Works Inspector	P126	1
Associate Planner	P130	2
Senior Media Specialist	P120	2
Building Inspector	P117	2
Permit Center Supervisor	P117	1
Public Works Inspector	P117	1
Assistant Engineer	P116	1
Grant/Contract Administrator	P116	1
Senior Accounting Specialist	P116	1
Assistant Transportation Planner	P114	1
Business Services Coordinator	P114	1
Librarian	P114	1
Preschool Supervisor	P114	1
Recreation Coordinator	P114	2
Special Events Coordinator	P114	1
Code Enforcement Officer	P108	2
Library Circulation Supervisor	P108	1

E. Administrative/General Support Classification

POSITION	SALARY SCHEDULE NUMBER	NUMBER OF EMPLOYEES BUDGETED IN POSITION
Executive Assistant III	P122	1
Human Resources Specialist	P112	1
Accounting Specialist	P107	3
Executive Assistant II	P107	2
Information Systems Assistant	P107	2
Executive Assistant I	P102	9
Facility Maintenance Technician II	P94	1
Public Works Maintenance Technician	P87	1
Facility Maintenance Technician	P84	1
Recreation Specialist	P82	3
Library Technician	P69	1
Library Technical Services Coordinator	P69	1
Office Assistant	P69	2
Preschool Teacher	P43	10
Maintenance Assistant	P37	1

SECTION 2. ESTABLISHMENT OF COMPENSATION PROCEDURE

- A. The City Manager shall recommend to the City Council the prescribed salary ranges for all classifications. The compensation for the City Manager shall be set by the City Council and includes all other benefits contained in this resolution.
- B. At any time during the fiscal year, the City Manager is authorized to increase the salary ranges.
 - 1. The adjustment for any one salary range may not exceed 10 percent in a fiscal year. If a salary range is adjusted more than once in a fiscal year, the total adjustment, measured from the pre-adjusted baseline, may not exceed 10 percent in that fiscal year.

2. Adjustments must be based on findings. Findings must relate to a change in duties, job conditions, salary comparison to similar positions in comparable public agencies, or any other similar basis.
3. Adjustments are completely separate from merit increases. Merit increases relate to an individual employee. Adjustments relate to all employees of a position within the relevant classification.
4. Adjustments are not retroactive. Adjustments are determined at the sole discretion of the City Manager and employees have no right to such adjustments.
5. Adjustments do not require approval or resolution of the City Council. The City Council, the Administrative Services Director, and Chief Financial Officer shall be notified of such adjustments and the findings which support them, in writing.
6. All such adjustments shall be subject to budget appropriation and may not be approved if to do so would exceed existing budget authority unless made contingent upon a budget amendment approved by the City Council.

SECTION 3. CONFERENCES/PROFESSIONAL DEVELOPMENT

In order to promote continued development of skills, knowledge and abilities among the employees of the City, the City Manager may grant time off to any full-time employee in order to attend professional, technical or managerial workshops, courses, conferences, conventions, seminars, or related activities. The costs for attendance at these activities including travel, per diem, registration, tuition, materials or other reasonable costs are legitimate City expenditures if provided for in the annual City Budget and approved by the Department Head and City Manager.

SECTION 4. RETIREMENT

The City contracts with the California Public Employees Retirement System and provides PERS 2% at 55 for Local Miscellaneous Classic Members. For new members enrolled in PERS after January 1, 2013, the City provides PERS 2% at 62. The City agrees to pay the employee contribution rate to PERS for each Classic full-time permanent employee and City Councilmembers (elected prior to January 1, 2013); all other employees, including new members and City Councilmembers, will pay their own contribution amount to PERS, as appropriate.

The City also provides 1959 Survivor Benefits third level and Sick Leave Services Credit for all members.

SECTION 5. LIFE INSURANCE BENEFITS

For permanent full-time employees, the City contracts with Lincoln Financial in the amount of three times the employee's annual salary (not to exceed \$350,000) and \$50,000 for each Councilmember. The City agrees to pay the full cost for life insurance for full-time employees, including City Councilmembers.

SECTION 6. DEFERRED COMPENSATION CONTRIBUTION

The City will pay a deferred compensation contribution into a City approved deferred compensation program for enrolled permanent full-time employees. Participating employees will receive a 100% contribution match up to 2% of their incremental gross base salary. Gross base salary is defined as wages paid as described in the Permanent Employees Salary Ranges (reference Section 1, herein).

Resolution No. 2014-1423, and any conflicting provisions previously adopted, are hereby rescinded.

To the extent the provisions of this Resolution No. 2015-1471 are substantially the same as any other resolution or action of the City Council, the provisions of Resolution 2015-1471 shall be construed as continuations of these other enactments, and not as new enactments.

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

PASSED, APPROVED AND ADOPTED this 9th day of September, 2015.

Lucy Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard
City Attorney

**CITY OF CALABASAS
PERMANENT POSITIONS
MONTHLY WAGE RANGE / STEP SCHEDULE
Effective July 1, 2015**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
P1	1,583	1,623	1,663	1,705	1,747	1,791	1,836	1,882	1,929	1,977
P2	1,599	1,639	1,680	1,722	1,765	1,809	1,854	1,901	1,948	1,997
P3	1,615	1,655	1,697	1,739	1,782	1,827	1,873	1,920	1,967	2,017
P4	1,631	1,672	1,714	1,756	1,800	1,845	1,891	1,939	1,987	2,037
P5	1,647	1,688	1,731	1,774	1,818	1,864	1,910	1,958	2,007	2,057
P6	1,664	1,705	1,748	1,792	1,836	1,882	1,929	1,978	2,027	2,078
P7	1,680	1,722	1,765	1,810	1,855	1,901	1,949	1,997	2,047	2,099
P8	1,697	1,740	1,783	1,828	1,873	1,920	1,968	2,017	2,068	2,120
P9	1,714	1,757	1,801	1,846	1,892	1,939	1,988	2,038	2,089	2,141
P10	1,731	1,775	1,819	1,864	1,911	1,959	2,008	2,058	2,109	2,162
P11	1,749	1,792	1,837	1,883	1,930	1,978	2,028	2,079	2,131	2,184
P12	1,766	1,810	1,856	1,902	1,949	1,998	2,048	2,099	2,152	2,206
P13	1,784	1,828	1,874	1,921	1,969	2,018	2,069	2,120	2,173	2,228
P14	1,802	1,847	1,893	1,940	1,989	2,038	2,089	2,142	2,195	2,250
P15	1,820	1,865	1,912	1,960	2,009	2,059	2,110	2,163	2,217	2,272
P16	1,838	1,884	1,931	1,979	2,029	2,079	2,131	2,185	2,239	2,295
P17	1,856	1,903	1,950	1,999	2,049	2,100	2,153	2,206	2,262	2,318
P18	1,875	1,922	1,970	2,019	2,069	2,121	2,174	2,228	2,284	2,341
P19	1,894	1,941	1,989	2,039	2,090	2,142	2,196	2,251	2,307	2,365
P20	1,912	1,960	2,009	2,059	2,111	2,164	2,218	2,273	2,330	2,388
P21	1,932	1,980	2,029	2,080	2,132	2,185	2,240	2,296	2,353	2,412
P22	1,951	2,000	2,050	2,101	2,153	2,207	2,262	2,319	2,377	2,436
P23	1,970	2,020	2,070	2,122	2,175	2,229	2,285	2,342	2,401	2,461
P24	1,990	2,040	2,091	2,143	2,197	2,252	2,308	2,366	2,425	2,485
P25	2,010	2,060	2,112	2,165	2,219	2,274	2,331	2,389	2,449	2,510
P26	2,030	2,081	2,133	2,186	2,241	2,297	2,354	2,413	2,473	2,535
P27	2,050	2,102	2,154	2,208	2,263	2,320	2,378	2,437	2,498	2,561
P28	2,071	2,123	2,176	2,230	2,286	2,343	2,402	2,462	2,523	2,586
P29	2,092	2,144	2,197	2,252	2,309	2,366	2,426	2,486	2,548	2,612
P30	2,113	2,165	2,219	2,275	2,332	2,390	2,450	2,511	2,574	2,638
P31	2,134	2,187	2,242	2,298	2,355	2,414	2,474	2,536	2,600	2,665
P32	2,155	2,209	2,264	2,321	2,379	2,438	2,499	2,562	2,626	2,691
P33	2,177	2,231	2,287	2,344	2,402	2,463	2,524	2,587	2,652	2,718
P34	2,198	2,253	2,310	2,367	2,427	2,487	2,549	2,613	2,678	2,745
P35	2,220	2,276	2,333	2,391	2,451	2,512	2,575	2,639	2,705	2,773
P36	2,242	2,299	2,356	2,415	2,475	2,537	2,601	2,666	2,732	2,801
P37	2,265	2,322	2,380	2,439	2,500	2,563	2,627	2,692	2,760	2,829
P38	2,288	2,345	2,403	2,463	2,525	2,588	2,653	2,719	2,787	2,857
P39	2,310	2,368	2,427	2,488	2,550	2,614	2,679	2,746	2,815	2,885
P40	2,334	2,392	2,452	2,513	2,576	2,640	2,706	2,774	2,843	2,914
P41	2,357	2,416	2,476	2,538	2,602	2,667	2,733	2,802	2,872	2,943
P42	2,380	2,440	2,501	2,563	2,628	2,693	2,761	2,830	2,900	2,973
P43	2,404	2,464	2,526	2,589	2,654	2,720	2,788	2,858	2,929	3,003
P44	2,428	2,489	2,551	2,615	2,680	2,747	2,816	2,886	2,959	3,033
P45	2,453	2,514	2,577	2,641	2,707	2,775	2,844	2,915	2,988	3,063
P46	2,477	2,539	2,602	2,668	2,734	2,803	2,873	2,944	3,018	3,094

**CITY OF CALABASAS
PERMANENT POSITIONS
MONTHLY WAGE RANGE / STEP SCHEDULE
Effective July 1, 2015**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
P47	2,502	2,564	2,629	2,694	2,762	2,831	2,901	2,974	3,048	3,124
P48	2,527	2,590	2,655	2,721	2,789	2,859	2,930	3,004	3,079	3,156
P49	2,552	2,616	2,681	2,748	2,817	2,888	2,960	3,034	3,110	3,187
P50	2,578	2,642	2,708	2,776	2,845	2,916	2,989	3,064	3,141	3,219
P51	2,603	2,669	2,735	2,804	2,874	2,946	3,019	3,095	3,172	3,251
P52	2,629	2,695	2,763	2,832	2,902	2,975	3,049	3,126	3,204	3,284
P53	2,656	2,722	2,790	2,860	2,931	3,005	3,080	3,157	3,236	3,317
P54	2,682	2,749	2,818	2,889	2,961	3,035	3,111	3,188	3,268	3,350
P55	2,709	2,777	2,846	2,917	2,990	3,065	3,142	3,220	3,301	3,383
P56	2,736	2,805	2,875	2,947	3,020	3,096	3,173	3,253	3,334	3,417
P57	2,764	2,833	2,904	2,976	3,051	3,127	3,205	3,285	3,367	3,451
P58	2,791	2,861	2,933	3,006	3,081	3,158	3,237	3,318	3,401	3,486
P59	2,819	2,890	2,962	3,036	3,112	3,190	3,269	3,351	3,435	3,521
P60	2,847	2,919	2,992	3,066	3,143	3,222	3,302	3,385	3,469	3,556
P61	2,876	2,948	3,021	3,097	3,174	3,254	3,335	3,418	3,504	3,592
P62	2,905	2,977	3,052	3,128	3,206	3,286	3,368	3,453	3,539	3,627
P63	2,934	3,007	3,082	3,159	3,238	3,319	3,402	3,487	3,574	3,664
P64	2,963	3,037	3,113	3,191	3,271	3,352	3,436	3,522	3,610	3,700
P65	2,993	3,067	3,144	3,223	3,303	3,386	3,470	3,557	3,646	3,737
P66	3,023	3,098	3,176	3,255	3,336	3,420	3,505	3,593	3,683	3,775
P67	3,053	3,129	3,207	3,287	3,370	3,454	3,540	3,629	3,719	3,812
P68	3,083	3,160	3,239	3,320	3,403	3,488	3,576	3,665	3,757	3,851
P69	3,114	3,192	3,272	3,354	3,437	3,523	3,611	3,702	3,794	3,889
P70	3,145	3,224	3,304	3,387	3,472	3,559	3,648	3,739	3,832	3,928
P71	3,177	3,256	3,338	3,421	3,506	3,594	3,684	3,776	3,871	3,967
P72	3,208	3,289	3,371	3,455	3,542	3,630	3,721	3,814	3,909	4,007
P73	3,241	3,322	3,405	3,490	3,577	3,666	3,758	3,852	3,948	4,047
P74	3,273	3,355	3,439	3,525	3,613	3,703	3,796	3,891	3,988	4,087
P75	3,306	3,388	3,473	3,560	3,649	3,740	3,834	3,929	4,028	4,128
P76	3,339	3,422	3,508	3,595	3,685	3,777	3,872	3,969	4,068	4,170
P77	3,372	3,456	3,543	3,631	3,722	3,815	3,911	4,008	4,109	4,211
P78	3,406	3,491	3,578	3,668	3,759	3,853	3,950	4,048	4,150	4,253
P79	3,440	3,526	3,614	3,704	3,797	3,892	3,989	4,089	4,191	4,296
P80	3,474	3,561	3,650	3,741	3,835	3,931	4,029	4,130	4,233	4,339
P81	3,509	3,597	3,687	3,779	3,873	3,970	4,069	4,171	4,275	4,382
P82	3,544	3,633	3,724	3,817	3,912	4,010	4,110	4,213	4,318	4,426
P83	3,580	3,669	3,761	3,855	3,951	4,050	4,151	4,255	4,361	4,470
P84	3,615	3,706	3,798	3,893	3,991	4,090	4,193	4,298	4,405	4,515
P85	3,652	3,743	3,836	3,932	4,031	4,131	4,235	4,341	4,449	4,560
P86	3,688	3,780	3,875	3,972	4,071	4,173	4,277	4,384	4,494	4,606
P87	3,725	3,818	3,914	4,011	4,112	4,214	4,320	4,428	4,538	4,652
P88	3,762	3,856	3,953	4,051	4,153	4,257	4,363	4,472	4,584	4,698
P89	3,800	3,895	3,992	4,092	4,194	4,299	4,407	4,517	4,630	4,745
P90	3,838	3,934	4,032	4,133	4,236	4,342	4,451	4,562	4,676	4,793
P91	3,876	3,973	4,072	4,174	4,279	4,386	4,495	4,608	4,723	4,841
P92	3,915	4,013	4,113	4,216	4,321	4,429	4,540	4,654	4,770	4,889

**CITY OF CALABASAS
PERMANENT POSITIONS
MONTHLY WAGE RANGE / STEP SCHEDULE
Effective July 1, 2015**

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P93	3,954	4,053	4,154	4,258	4,365	4,474	4,586	4,700	4,818	4,938
P94	3,994	4,093	4,196	4,301	4,408	4,518	4,631	4,747	4,866	4,988
P95	4,034	4,134	4,238	4,344	4,452	4,564	4,678	4,795	4,915	5,037
P96	4,074	4,176	4,280	4,387	4,497	4,609	4,724	4,843	4,964	5,088
P97	4,115	4,218	4,323	4,431	4,542	4,655	4,772	4,891	5,013	5,139
P98	4,156	4,260	4,366	4,475	4,587	4,702	4,819	4,940	5,063	5,190
P99	4,197	4,302	4,410	4,520	4,633	4,749	4,868	4,989	5,114	5,242
P100	4,239	4,345	4,454	4,565	4,679	4,796	4,916	5,039	5,165	5,294
P101	4,282	4,389	4,498	4,611	4,726	4,844	4,965	5,090	5,217	5,347
P102	4,325	4,433	4,543	4,657	4,773	4,893	5,015	5,141	5,269	5,401
P103	4,368	4,477	4,589	4,704	4,821	4,942	5,065	5,192	5,322	5,455
P104	4,411	4,522	4,635	4,751	4,869	4,991	5,116	5,244	5,375	5,509
P105	4,456	4,567	4,681	4,798	4,918	5,041	5,167	5,296	5,429	5,564
P106	4,500	4,613	4,728	4,846	4,967	5,091	5,219	5,349	5,483	5,620
P107	4,545	4,659	4,775	4,895	5,017	5,142	5,271	5,403	5,538	5,676
P108	4,591	4,705	4,823	4,944	5,067	5,194	5,324	5,457	5,593	5,733
P109	4,636	4,752	4,871	4,993	5,118	5,246	5,377	5,511	5,649	5,790
P110	4,683	4,800	4,920	5,043	5,169	5,298	5,431	5,566	5,706	5,848
P111	4,730	4,848	4,969	5,093	5,221	5,351	5,485	5,622	5,763	5,907
P112	4,777	4,896	5,019	5,144	5,273	5,405	5,540	5,678	5,820	5,966
P113	4,825	4,945	5,069	5,196	5,326	5,459	5,595	5,735	5,878	6,025
P114	4,873	4,995	5,120	5,248	5,379	5,513	5,651	5,792	5,937	6,086
P115	4,922	5,045	5,171	5,300	5,433	5,568	5,708	5,850	5,997	6,147
P116	4,971	5,095	5,223	5,353	5,487	5,624	5,765	5,909	6,057	6,208
P117	5,021	5,146	5,275	5,407	5,542	5,680	5,822	5,968	6,117	6,270
P118	5,071	5,198	5,328	5,461	5,597	5,737	5,881	6,028	6,178	6,333
P119	5,122	5,250	5,381	5,515	5,653	5,795	5,939	6,088	6,240	6,396
P120	5,173	5,302	5,435	5,571	5,710	5,853	5,999	6,149	6,303	6,460
P121	5,225	5,355	5,489	5,626	5,767	5,911	6,059	6,210	6,366	6,525
P122	5,277	5,409	5,544	5,682	5,825	5,970	6,119	6,272	6,429	6,590
P123	5,330	5,463	5,599	5,739	5,883	6,030	6,181	6,335	6,494	6,656
P124	5,383	5,517	5,655	5,797	5,942	6,090	6,242	6,398	6,558	6,722
P125	5,437	5,573	5,712	5,855	6,001	6,151	6,305	6,462	6,624	6,790
P126	5,491	5,628	5,769	5,913	6,061	6,213	6,368	6,527	6,690	6,858
P127	5,546	5,685	5,827	5,972	6,122	6,275	6,432	6,592	6,757	6,926
P128	5,601	5,741	5,885	6,032	6,183	6,337	6,496	6,658	6,825	6,995
P129	5,657	5,799	5,944	6,092	6,245	6,401	6,561	6,725	6,893	7,065
P130	5,714	5,857	6,003	6,153	6,307	6,465	6,626	6,792	6,962	7,136
P131	5,771	5,915	6,063	6,215	6,370	6,529	6,693	6,860	7,032	7,207
P132	5,829	5,975	6,124	6,277	6,434	6,595	6,760	6,929	7,102	7,279
P133	5,887	6,034	6,185	6,340	6,498	6,661	6,827	6,998	7,173	7,352
P134	5,946	6,095	6,247	6,403	6,563	6,727	6,896	7,068	7,245	7,426
P135	6,005	6,156	6,309	6,467	6,629	6,795	6,964	7,139	7,317	7,500
P136	6,065	6,217	6,373	6,532	6,695	6,863	7,034	7,210	7,390	7,575
P137	6,126	6,279	6,436	6,597	6,762	6,931	7,104	7,282	7,464	7,651
P138	6,187	6,342	6,501	6,663	6,830	7,000	7,176	7,355	7,539	7,727

**CITY OF CALABASAS
PERMANENT POSITIONS
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P139	6,249	6,406	6,566	6,730	6,898	7,070	7,247	7,428	7,614	7,805
P140	6,312	6,470	6,631	6,797	6,967	7,141	7,320	7,503	7,690	7,883
P141	6,375	6,534	6,698	6,865	7,037	7,213	7,393	7,578	7,767	7,961
P142	6,439	6,600	6,765	6,934	7,107	7,285	7,467	7,654	7,845	8,041
P143	6,503	6,666	6,832	7,003	7,178	7,358	7,542	7,730	7,923	8,121
P144	6,568	6,732	6,901	7,073	7,250	7,431	7,617	7,807	8,003	8,203
P145	6,634	6,800	6,970	7,144	7,322	7,505	7,693	7,885	8,083	8,285
P146	6,700	6,868	7,039	7,215	7,396	7,581	7,770	7,964	8,163	8,367
P147	6,767	6,936	7,110	7,287	7,470	7,656	7,848	8,044	8,245	8,451
P148	6,835	7,006	7,181	7,360	7,544	7,733	7,926	8,124	8,327	8,536
P149	6,903	7,076	7,253	7,434	7,620	7,810	8,005	8,206	8,411	8,621
P150	6,972	7,146	7,325	7,508	7,696	7,888	8,086	8,288	8,495	8,707
P151	7,042	7,218	7,398	7,583	7,773	7,967	8,166	8,371	8,580	8,794
P152	7,112	7,290	7,472	7,659	7,851	8,047	8,248	8,454	8,666	8,882
P153	7,183	7,363	7,547	7,736	7,929	8,127	8,331	8,539	8,752	8,971
P154	7,255	7,437	7,623	7,813	8,008	8,209	8,414	8,624	8,840	9,061
P155	7,328	7,511	7,699	7,891	8,088	8,291	8,498	8,710	8,928	9,151
P156	7,401	7,586	7,776	7,970	8,169	8,374	8,583	8,798	9,017	9,243
P157	7,475	7,662	7,853	8,050	8,251	8,457	8,669	8,886	9,108	9,335
P158	7,550	7,739	7,932	8,130	8,334	8,542	8,755	8,974	9,199	9,429
P159	7,625	7,816	8,011	8,212	8,417	8,627	8,843	9,064	9,291	9,523
P160	7,702	7,894	8,091	8,294	8,501	8,714	8,931	9,155	9,384	9,618
P161	7,779	7,973	8,172	8,377	8,586	8,801	9,021	9,246	9,477	9,714
P162	7,856	8,053	8,254	8,460	8,672	8,889	9,111	9,339	9,572	9,812
P163	7,935	8,133	8,337	8,545	8,759	8,978	9,202	9,432	9,668	9,910
P164	8,014	8,215	8,420	8,631	8,846	9,067	9,294	9,526	9,765	10,009
P165	8,094	8,297	8,504	8,717	8,935	9,158	9,387	9,622	9,862	10,109
P166	8,175	8,380	8,589	8,804	9,024	9,250	9,481	9,718	9,961	10,210
P167	8,257	8,464	8,675	8,892	9,114	9,342	9,576	9,815	10,061	10,312
P168	8,340	8,548	8,762	8,981	9,205	9,436	9,671	9,913	10,161	10,415
P169	8,423	8,634	8,850	9,071	9,298	9,530	9,768	10,012	10,263	10,519
P170	8,507	8,720	8,938	9,161	9,390	9,625	9,866	10,113	10,365	10,624
P171	8,592	8,807	9,027	9,253	9,484	9,722	9,965	10,214	10,469	10,731
P172	8,678	8,895	9,118	9,346	9,579	9,819	10,064	10,316	10,574	10,838
P173	8,765	8,984	9,209	9,439	9,675	9,917	10,165	10,419	10,679	10,946
P174	8,853	9,074	9,301	9,533	9,772	10,016	10,266	10,523	10,786	11,056
P175	8,941	9,165	9,394	9,629	9,870	10,116	10,369	10,628	10,894	11,166
P176	9,031	9,256	9,488	9,725	9,968	10,217	10,473	10,735	11,003	11,278
P177	9,121	9,349	9,583	9,822	10,068	10,320	10,578	10,842	11,113	11,391
P178	9,212	9,443	9,679	9,921	10,169	10,423	10,683	10,950	11,224	11,505
P179	9,304	9,537	9,775	10,020	10,270	10,527	10,790	11,060	11,336	11,620
P180	9,397	9,632	9,873	10,120	10,373	10,632	10,898	11,171	11,450	11,736
P181	9,491	9,729	9,972	10,221	10,477	10,739	11,007	11,282	11,564	11,853
P182	9,586	9,826	10,072	10,323	10,581	10,846	11,117	11,395	11,680	11,972
P183	9,682	9,924	10,172	10,427	10,687	10,954	11,228	11,509	11,797	12,092
P184	9,779	10,023	10,274	10,531	10,794	11,064	11,341	11,624	11,915	12,213

**CITY OF CALABASAS
PERMANENT POSITIONS
MONTHLY WAGE RANGE / STEP SCHEDULE
Effective July 1, 2015**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
P185	9,877	10,124	10,377	10,636	10,902	11,175	11,454	11,740	12,034	12,335
P186	9,976	10,225	10,481	10,743	11,011	11,286	11,569	11,858	12,154	12,458
P187	10,075	10,327	10,585	10,850	11,121	11,399	11,684	11,976	12,276	12,583
P188	10,176	10,430	10,691	10,958	11,232	11,513	11,801	12,096	12,398	12,708
P189	10,278	10,535	10,798	11,068	11,345	11,628	11,919	12,217	12,522	12,836
P190	10,381	10,640	10,906	11,179	11,458	11,745	12,038	12,339	12,648	12,964
P191	10,484	10,746	11,015	11,291	11,573	11,862	12,159	12,463	12,774	13,094
P192	10,589	10,854	11,125	11,403	11,688	11,981	12,280	12,587	12,902	13,224
P193	10,695	10,962	11,237	11,517	11,805	12,101	12,403	12,713	13,031	13,357
P194	10,802	11,072	11,349	11,633	11,923	12,222	12,527	12,840	13,161	13,490
P195	10,910	11,183	11,462	11,749	12,043	12,344	12,652	12,969	13,293	13,625
P196	11,019	11,295	11,577	11,866	12,163	12,467	12,779	13,098	13,426	13,761
P197	11,129	11,408	11,693	11,985	12,285	12,592	12,907	13,229	13,560	13,899
P198	11,241	11,522	11,810	12,105	12,408	12,718	13,036	13,362	13,696	14,038
P199	11,353	11,637	11,928	12,226	12,532	12,845	13,166	13,495	13,833	14,178
P200	11,467	11,753	12,047	12,348	12,657	12,973	13,298	13,630	13,971	14,320
P201	11,581	11,871	12,168	12,472	12,784	13,103	13,431	13,766	14,111	14,463
P202	11,697	11,989	12,289	12,596	12,911	13,234	13,565	13,904	14,252	14,608
P203	11,814	12,109	12,412	12,722	13,040	13,367	13,701	14,043	14,394	14,754
P204	11,932	12,230	12,536	12,850	13,171	13,500	13,838	14,184	14,538	14,902
P205	12,052	12,353	12,662	12,978	13,303	13,635	13,976	14,325	14,684	15,051
P206	12,172	12,476	12,788	13,108	13,436	13,772	14,116	14,469	14,830	15,201
P207	12,294	12,601	12,916	13,239	13,570	13,909	14,257	14,613	14,979	15,353
P208	12,417	12,727	13,045	13,371	13,706	14,048	14,400	14,760	15,129	15,507
P209	12,541	12,854	13,176	13,505	13,843	14,189	14,544	14,907	15,280	15,662
P210	12,666	12,983	13,307	13,640	13,981	14,331	14,689	15,056	15,433	15,818
P211	12,793	13,113	13,441	13,777	14,121	14,474	14,836	15,207	15,587	15,977
P212	12,921	13,244	13,575	13,914	14,262	14,619	14,984	15,359	15,743	16,136
P213	13,050	13,376	13,711	14,053	14,405	14,765	15,134	15,512	15,900	16,298
P214	13,181	13,510	13,848	14,194	14,549	14,913	15,285	15,668	16,059	16,461
P215	13,312	13,645	13,986	14,336	14,694	15,062	15,438	15,824	16,220	16,625
P216	13,445	13,782	14,126	14,479	14,841	15,212	15,593	15,982	16,382	16,792
P217	13,580	13,919	14,267	14,624	14,990	15,364	15,749	16,142	16,546	16,959
P218	13,716	14,059	14,410	14,770	15,140	15,518	15,906	16,304	16,711	17,129
P219	13,853	14,199	14,554	14,918	15,291	15,673	16,065	16,467	16,878	17,300
P220	13,991	14,341	14,700	15,067	15,444	15,830	16,226	16,631	17,047	17,473
P221	14,131	14,485	14,847	15,218	15,598	15,988	16,388	16,798	17,218	17,648
P222	14,273	14,629	14,995	15,370	15,754	16,148	16,552	16,966	17,390	17,825
P223	14,415	14,776	15,145	15,524	15,912	16,310	16,717	17,135	17,564	18,003
P224	14,560	14,924	15,297	15,679	16,071	16,473	16,885	17,307	17,739	18,183
P225	14,705	15,073	15,450	15,836	16,232	16,637	17,053	17,480	17,917	18,365
P226	14,852	15,223	15,604	15,994	16,394	16,804	17,224	17,655	18,096	18,548
P227	15,001	15,376	15,760	16,154	16,558	16,972	17,396	17,831	18,277	18,734
P228	15,151	15,529	15,918	16,316	16,724	17,142	17,570	18,009	18,460	18,921
P229	15,302	15,685	16,077	16,479	16,891	17,313	17,746	18,190	18,644	19,110
P230	15,455	15,842	16,238	16,644	17,060	17,486	17,923	18,371	18,831	19,301

**CITY OF CALABASAS
PERMANENT POSITIONS
MONTHLY WAGE RANGE / STEP SCHEDULE
Effective July 1, 2015**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
P231	15,610	16,000	16,400	16,810	17,230	17,661	18,103	18,555	19,019	19,494
P232	15,766	16,160	16,564	16,978	17,403	17,838	18,284	18,741	19,209	19,689
P233	15,924	16,322	16,730	17,148	17,577	18,016	18,466	18,928	19,401	19,886
P234	16,083	16,485	16,897	17,319	17,752	18,196	18,651	19,117	19,595	20,085
P235	16,244	16,650	17,066	17,493	17,930	18,378	18,838	19,309	19,791	20,286
P236	16,406	16,816	17,237	17,668	18,109	18,562	19,026	19,502	19,989	20,489
P237	16,570	16,984	17,409	17,844	18,290	18,748	19,216	19,697	20,189	20,694
P238	16,736	17,154	17,583	18,023	18,473	18,935	19,408	19,894	20,391	20,901
P239	16,903	17,326	17,759	18,203	18,658	19,124	19,602	20,093	20,595	21,110
P240	17,072	17,499	17,936	18,385	18,845	19,316	19,799	20,293	20,801	21,321
P241	17,243	17,674	18,116	18,569	19,033	19,509	19,996	20,496	21,009	21,534
P242	17,415	17,851	18,297	18,754	19,223	19,704	20,196	20,701	21,219	21,749
P243	17,589	18,029	18,480	18,942	19,416	19,901	20,398	20,908	21,431	21,967
P244	17,765	18,210	18,665	19,131	19,610	20,100	20,602	21,117	21,645	22,187
P245	17,943	18,392	18,851	19,323	19,806	20,301	20,808	21,329	21,862	22,408
P246	18,122	18,576	19,040	19,516	20,004	20,504	21,017	21,542	22,080	22,632
P247	18,304	18,761	19,230	19,711	20,204	20,709	21,227	21,757	22,301	22,859
P248	18,487	18,949	19,423	19,908	20,406	20,916	21,439	21,975	22,524	23,087



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 7, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBIN PARKER, ADMINISTRATIVE SERVICES DIRECTOR *R. Parker*

SUBJECT: ADOPTION OF RESOLUTION NO. 2015-1472, ESTABLISHING EMPLOYEE FLEX CREDIT AMOUNTS FOR 2016 AND RESCINDING RESOLUTION NO. 2014-1425

MEETING
DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

That the City Council approve the adoption of Resolution No. 2015-1472, establishing employee flex credit amounts for 2016 benefits and rescinding Resolution No. 2014-1425.

BACKGROUND:

In terms of active employee flex credits, the City has traditionally chosen to provide the full cost of medical, dental, and vision premiums for full-time City employees (including Councilmembers), plus any dependents, for most health care plans. In addition, the City has also provided for the full cost of life insurance, short term/long term disability insurance, and an employee assistance program (EAP). Insurance premiums fluctuate each year, necessitating approval of premium costs and payment caps by the City Council on an annual basis.

DISCUSSION/ANALYSIS:

The credit amount that employees are allocated for the upcoming year will be adjusted upward. Health insurance premiums influencing our flex credit amounts

are increasing by 2.32% for calendar year 2016, and the dental insurance premiums are decreasing by 3.7%. There is no change in vision premiums for 2016.

FISCAL IMPACT/SOURCE OF FUNDING:

The cost for health benefits is already subsumed in the 2015-2016 operating budget.

REQUESTED ACTION:

It is requested that the City Council approve adoption of Resolution No. 2015-1472.

ATTACHMENTS:

Resolution No. 2015-1472

**ITEM 5 ATTACHMENT
RESOLUTION NO. 2015-1472**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALABASAS, CALIFORNIA, ESTABLISHING EMPLOYEE
FLEX CREDIT AMOUNTS FOR 2016 BENEFITS AND
RESCINDING RESOLUTION NO. 2014-1425.**

This resolution is adopted in order to set forth Flex Credit Amounts for the Section 125 Benefits Program (referred to as the Cafeteria Plan®). The following shall be effective as of January 1, 2016.

For health insurance, the City contracts with the Public Employee Retirement System regular health benefits program; employees may choose among various HMO/PPO plans. For dental insurance, the City contracts with Delta Dental. For vision insurance, the City contracts with Vision Service Plan (VSP). Short term/long term disability insurance, and life insurance are provided by Lincoln Financial Group.

The City agrees to pay the cost of medical, dental, and vision insurance for all full-time permanent employees, Councilmembers, and dependents, only up to premium costs as follows:

<u>EMPLOYEE STATUS/PLAN ENROLLMENT</u>	<u>MONTHLY CREDIT AMOUNT</u>
Employee Only	\$655.05
Employee + One Dependent	\$1,304.90
Employee + Two or More Dependents	\$1,712.35

Health Insurance Cash Out Option - With proof of other medical coverage, full-time permanent employees are eligible to receive a monthly cash credit in the amount of 50% of the highest single employee medical premium credit covered by the City. This amount for 2016 is \$299.38. This credit cannot be applied directly to deferred compensation; it will be considered taxable income. Because compensation for Councilmembers is fixed by state law, Councilmembers are not eligible for this option.

Health Insurance Surplus Option - For full-time permanent employees, any surplus plan credits will be considered taxable income and/or can be applied to either flexible spending account. Participants can make elections for contributions with pre-tax earnings if the cost of insurance coverages exceeds the amount of the benefit credit.

Health Care and Dependent Care Flexible Spending Accounts – permanent full-time employees have the option of participating in the City=s Health Care and Dependent Care Flexible Spending Accounts, which allows for a choice between certain benefits and taxable cash income. The annual maximum amount allowed for the Health Care Flexible Spending Account is \$2,500; the annual maximum amount allowed for the Dependent Care Flexible Spending Account is \$5,000. Participation is paid for by the employee.

Life Insurance - for permanent full-time employees, the City contracts with Lincoln Financial Group for which the benefit amount is three times the employee=s annual salary (maximum \$350,000), and \$50,000 for each Councilmember. The City agrees to pay the full cost for life insurance for permanent full-time employees, including City Councilmembers.

Short Term/Long Term Disability Insurance - the City contracts with Lincoln Financial Group. The City agrees to pay the full cost for short term/long term disability insurance for permanent full-time employees.

Employee Assistance Program - the City contracts with MHN under California State Association of Counties. The City agrees to pay the full cost for the program premium for permanent full-time employees.

Resolution No. 2014-1425 is 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 9th day of September, 2015.

Lucy M. Martin, Mayor

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, MMC
City Clerk


Scott H. Howard, City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: AUGUST 27, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: GLENN MICHITSCH, SENIOR PLANNER 

SUBJECT: ADOPTION OF RESOLUTION NO. 2015-1475, APPROVING THE ACQUISITION OF ONE LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY IN OLD TOPANGA FOR THE APPROXIMATE AMOUNT OF \$29,803 (ASSESSOR PARCEL NUMBER 2080-017-008)

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2015-1475 (Attachment A) approving the acquisition of one Los Angeles County tax-default property in Old Topanga for the approximate amount of \$29,803 (Assessor Parcel Number: 2080-017-008).

BACKGROUND:

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

Per the direction of the Council's Open Space liaison group, there is one property in Old Topanga on the 2014-B auction list that staff had the County remove from the auction list to purchase (APN: 2080-017-008). Staff is recommending the City Council consider purchasing this parcel for open space. The purchase price as of this date (reflecting the amount of back taxes and assessments owed) is listed at \$29,803. The final cost of purchase will include additional taxes and assessments incurred up to the final transaction date plus some additional Los Angeles County administration costs.

DISCUSSION/ANALYSIS:

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

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

Currently, the parcel is privately owned, and located in the Old Topanga Community on the east side of Old Topanga Canyon Road just north of the intersection of Old Topanga Canyon Road and Valdez Road. It is located north of and contiguous with another City-owned open space property previously purchased through the tax default purchase program, and west of and contiguous to many City-owned open space parcels (commonly known as the Lauper Properties) which were donated to the City. The 8,074 square-foot (0.19 acre) parcel is currently land-locked and heavily wooded with oak trees. Therefore, purchasing this property is consistent with the City's General Plan policies to preserve oak woodland habitat, add to the City's open space inventory and reduce overall density in the Old Topanga antiquated subdivision.

FISCAL IMPACT/SOURCE OF FUNDING:

The City's Open Space Budget (10-134-6550-00) for the current fiscal year has been funded with \$20,000. The City has received a Chapter 8 agreement from the County Tax Collector's Office along with the projected cost to purchase the property (with an assumption of an 8 month time period) of \$29,803. Therefore, if

the purchase is approved by the County Board of Supervisors, staff is presuming the payment of \$29,803 plus administration costs, and additional unpaid taxes by the current (defaulted) owner and assessments accrued up until the transfer date will be due. To this end, the anticipated fiscal impact to the City's budget will be approximately \$30,000.

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

REQUESTED ACTION:

Staff recommends that the City Council adopt Resolution No. 2015-1475 (Attachment A) approving the acquisition of one Los Angeles County tax-default property in Old Topanga for the approximate amount of \$29,803 (Assessor Parcel Number: 2080-017-008).

ATTACHMENTS:

- A – Council Resolution No. 2015-1475
- B – Aerial Photograph of the Subject Parcel

RESOLUTION NO. 2015-1475

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS APPROVING THE ACQUISITION OF ONE LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY IN OLD TOPANGA FOR THE APPROXIMATE AMOUNT OF \$29,803 (ASSESSOR PARCEL NUMBER: 2080-017-008)

WHEREAS, the City of Calabasas expresses interest in acquiring one tax-defaulted property from the County of Los Angeles under Chapter 8 of the State Revenue and Taxation Code from the 2014-B tax defaulted properties list; and

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

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED, this 9th day of September, 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

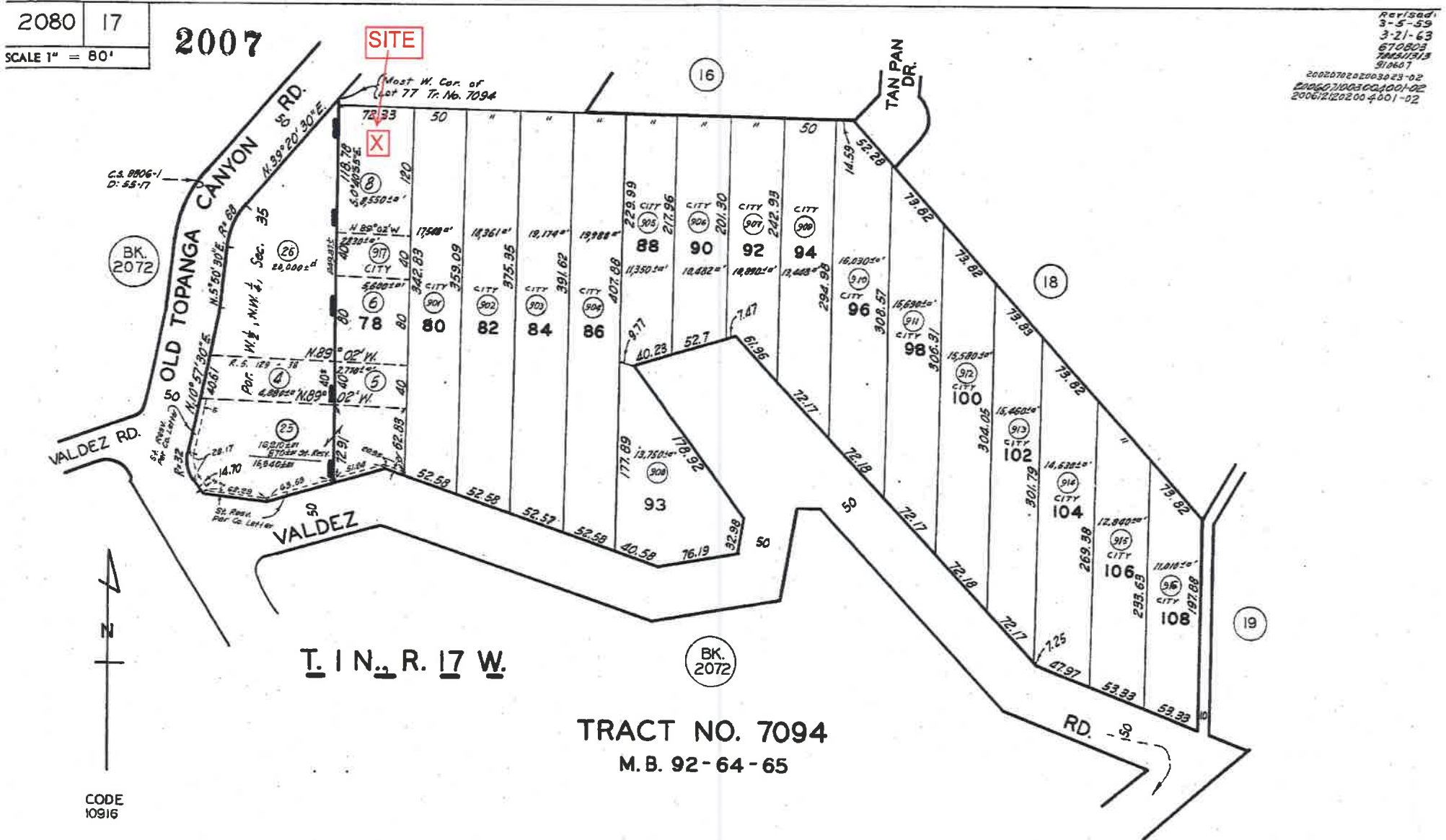
Scott H. Howard
City Attorney

2080 17
SCALE 1" = 80'

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SITE

Revised
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T. 1 N., R. 17 W.

TRACT NO. 7094
M.B. 92-64-65

CODE
10916

FOR PREV. ASSMT. SEE:
4435 - 22

DEC 29 2007

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

Item 6 Attachment a EXHIBIT A



ATTACHMENT B



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 31, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: [Signature] ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR
[Signature] STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE MANAGER
BRYAN SALGUERO, E.I.T., ASSISTANT ENGINEER**

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL AGREEMENT TO PROVIDE DAILY CALABASAS MAINTENANCE SERVICE AND AS-NEEDED LAKE EQUIPMENT REPAIR OR REPLACEMENT, FOR A PERIOD OF TWO YEARS, IN AN AMOUNT NOT TO EXCEED \$165,760 PER YEAR.

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

Authorization to approve a two-year professional service agreement for Arch Chemicals Inc. (also known as Marine Biochemists) and approve budgeted funding to cover the annual cost of Calabasas Lake maintenance and the repair or replacement of lake aeration equipment.

BACKGROUND:

Calabasas Lake is a man-made structure. It is 20 acres, has a depth of approximately 4½ feet deep, and holds approximately 20 million gallons of water when filled to capacity.

Marine Biochemists of California, which was purchased by Arch Chemicals, Inc., has been the maintenance contractor for Calabasas Lake since 1993. During this time the only cost addition occurred during September 2005, when city staff requested the addition of weekend maintenance service. At that time the monthly maintenance cost was increased from \$9,000 per month to \$11,500 per month.

Marine Biochemists of California continues to demonstrate the resource management skill, knowledge, expertise, and ability to manage Calabasas Lake in the manner required by the City. Because of this, the City has determined that Marine Biochemists of California is the sole-source provider, per City of Calabasas Municipal Code, Title 3, §3.40 Purchasing System, Subsection 3.40.090.

DISCUSSION/ANALYSIS:

Marine Biochemists has submitted a proposal for lake maintenance for a period of two years, at the rate of \$11,730 per month, or \$140,760 per year for lake maintenance.

The maintenance cost per month shows an increase of 2% (\$230 per month). City Staff finds the increase reasonable and fair since this is the first cost increase in over 10 years.

Costs to repair or replace lake aeration equipment are expected to remain approximately the same as prior year costs. Maintenance, repair and replacement of lake aeration equipment is billed as Time and Material (T & M). Based on past history this cost is not expected to exceed \$25,000 per year.

Because of the length of time of the prior professional services agreement the city attorney recommended implementation of a new professional services agreement with Arch Chemicals / Marine Biochemists utilizing the current lake maintenance contractor as a sole source provider.

FISCAL IMPACT/SOURCE OF FUNDING:

The cost for 7 days per week, 8 hours per day lake maintenance is \$11,730 per month or \$140,760 per year. These funds come from existing budgeted Fund 321-LMD #22 Ad Valorem/CBA monies.

Maintenance, repair and replacement of lake aeration equipment is billed as Time and Material (T & M). Based on past history this cost is not expected to exceed \$25,000 per year.

The total per-year cost is \$165,760 for a total contract cost of \$331,520. These funds come from existing budgeted Fund 321-LMD #22 Ad Valorem/CBA monies.

Staff requests the finance department to adjust the budget accordingly.

REQUESTED ACTION:

Authorization to approve a two-year professional service agreement for Arch Chemicals Inc. (also known as Marine Biochemists) and approve budgeted funding to cover the annual cost of Calabasas Lake maintenance and the repair or replacement of lake aeration equipment.

ATTACHMENTS:

- Attachment 1: Current Professional Services Agreement
- Attachment 2: Proposed Professional Services Agreement

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

(City of Calabasas/ *Arch Chemicals, Inc. d/b/a Marine Biochemists*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Arch Chemicals, Inc., dba Marine Biochemists, a Virginia corporation** ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Maintenance of Calabasas Lake
- 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 **August 26, 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 **August 26, 2013** fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": November 1, 2013.
- 3.4 "Expiration Date": October 31, 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 the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//Arch Chemicals Inc. d/b/a Marine Biochemists

- 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 **One Hundred Sixty Three Thousand Dollars (\$163,000) 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. **Bill Thomas** 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.
 - (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.

Initials: (City) DA (Contractor) Jmw

(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.

Initials: (City) JB

(Contractor) Jmw

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) ~~JK~~ (Contractor) Jm

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:

[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]

- 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.

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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 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 Pollution Liability 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

Initials: (City) ~~JA~~ (Contractor) *Jmw*

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 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

Initials: (City) DA (Contractor) JMW

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

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, LMD Manager**
Telephone: (818) 224-1600
Facsimile: (818) 225-XXXX

If to Consultant:
Arch Chemicals Inc. d/b/a
Marine Biochemists
2940 E. La Jolla St, Unit B
Anaheim, CA 92806
Attn: **Bill Thomas,**
Regional Manager
Telephone: (714) 632-5253
Facsimile: (714) 632-3419

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

Initials: (City) SA (Contractor) Jmw

16. SURVIVING COVENANTS

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

17. TERMINATION


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

18. GENERAL PROVISIONS

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

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City of Calabasas//Arch Chemicals Inc. d/b/a Marine Biochemists

- 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 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

Initials: (City) 

(Contractor) 

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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.

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City of Calabasas//Arch Chemicals Inc. d/b/a Marine Biochemists

- 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

Initials: (City) SA (Contractor) JM

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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.

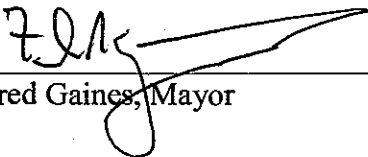
Initials: (City) PA (Contractor) JmW

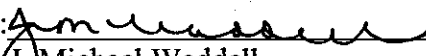
Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//Arch Chemicals Inc. d/b/a Marine Biochemists

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”
Arch Chemicals Inc. d/b/a Marine Biochemists

~~2/2~~
By: 
Fred Gaines, Mayor

By: 
J. Michael Waddell,
VP/GM NA Water Treatment


Date: 12-3-13

Date: 10-31-13

By: 
Rick Walden, SVP Global Water Treatment

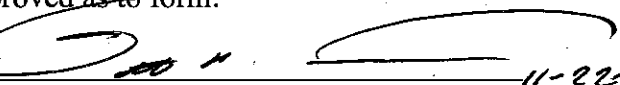
Date: 10-31-13

Attest:

By: 
Maricela Hernandez, MMC
City Clerk

Date: 12/9/13

Approved as to form:

By: 
Scott H. Howard, Interim City Attorney 11-22-13

mb Marine Biochemists, a business of Arch Chemicals, Inc.
 2940 E. La Jolla St. Unit B, Anaheim, CA. 92806
 714/632-5253 714/632-3419 Fax

August 26, 2013

Laura Grant
 Executive Assistant/Landscape District
 City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302

Scope of Work and Fee Schedule – Calabasas Lake Maintenance

Maintenance of Calabasas Lake is inclusive of the following services:

Seven (7) days per week service (8 hrs./day) and includes the following schedule:

- | | |
|--|------------------|
| a. Aquatic Plant Control (algae, submerged, floating and emergent weeds) – | As Needed |
| b. Insect control (midges or mosquitoes) - | As Needed |
| c. Water Quality: Data collection and reporting (monthly collection) – | Annual Reporting |
| d. Debris Removal: Lake surface debris and beach area - | Twice Daily |
| e. Beach maintenance: Rake and Groom sand - | Weekly |
| f. Water Level: Monitor lake water level - | Daily |
| g. General Maintenance and Cleaning: | |
| i. Aeration systems filters - | Weekly |
| ii. Storage Area - | Daily |
| iii. Aeration Motor Vaults - | Monthly |
| h. The above services include all labor, equipment and chemicals | |

The following services are not included in the monthly lake maintenance service costs:

Electrical and mechanical parts associated with equipment repairs and labor rates for repairing or replacing pumps, motors, or electrical systems.

The following Time and Material (T & M) rates apply to equipment costs and labor rates:

- i. Annual Aeration System service – 10 rebuilt kits including carbon vanes and filters - \$326.00ea. Total \$3260.00 parts, tax - \$293.40, labor - \$1200.00
Total for annual aeration system service - \$4753.40
- ii. 1 HP Rotary Vane aeration compressor - \$1200.00 ea. Plus Tax – No labor for install
- iii. Aeration diffuser line - \$1.75 per foot plus tax
- iv. Aeration diffuser head - \$50.00 each plus tax
- v. Complete aeration diffuser with weighted base and riser - \$150.00 each plus tax
- vi. Aeration cabinet fans - \$125.00 each plus tax
- vii. Aeration vault sump pumps - \$374.85 each plus tax
- viii. Mechanic: \$100.00/Hr.

mb Marine Biochemists, a business of Arch Chemicals, Inc.
2940 E. La Jolla St. Unit B, Anaheim, CA. 92806
714/632-5253 714/632-3419 Fax

- ix. Mechanic's Helper (if needed): \$50.00/Hr.
- x. All bids for equipment replacement will not be completed without written authorization from the Landscape Districts maintenance manager or the Calabasas Park HOA (CPHA) and shall include a schedule for repairs and associated parts, labor and tax costs.

Fee Schedule:

- a. Eleven Thousand Five Hundred Dollars (\$11,500.00) per month due within thirty days following completion of services listed in a-h above
- b. Time and Materials Equipment Repairs – Based on Time and Material rates listed in i.-viii. above and following customer agreement for repairs – Due within 30 days following completion of services.

Bill Thomas
Regional Manager
Marine Biochemists/a business of Arch Chemicals Inc.

ITEM 7 ATTACHMENT 2
PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages

(City of Calabasas/ *Arch Chemicals, Inc. d/b/a Marine Biochemists*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and **Arch Chemicals, Inc., dba Marine Biochemists, a Virginia corporation** (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Maintenance of Calabasas Lake
- 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 September 1, 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 September 1, 2015 fee schedule to City attached hereto and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: November 1, 2015.
- 3.4 “Expiration Date”: October 31, 2017.

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 **Three Hundred Thirty One Thousand Five Hundred Twenty Dollars (\$331,520)** 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. **Bill Thomas** 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.

(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.

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

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:

[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]

- 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 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 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 two 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

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: **[City Project Coordinator]**
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Arch Chemicals Inc. d/b/a
Marine Biochemists
2940 E. La Jolla St, Unit B
Anaheim, CA 92806
Attn: **Bill Thomas**
Regional Manager
Telephone: (714) 632-5253
Facsimile: (714) 632-3419

With courtesy copy to:

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

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2

and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

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

18. GENERAL PROVISIONS

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

- 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.

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”
Arch Chemicals Inc. d/b/a Marine Biochemists

By: _____
Lucy Martin, Mayor

By: _____
J. Michael Waddell
VP/GM NA Water Treatment

Date: _____

Date: _____

By: _____
Rick Walden, SVP Global Water Treatment

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 &
APPROVED FEE SCHEDULE

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas//Arch Chemicals Inc. d/b/a Marine Biochemists

NON-COLLUSION AFFIDAVIT

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

_____, being first duly sworn, deposes and says that he or she is _____ of _____, 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

Place of Residence

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__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

mb Marine Biochemists, a business of Arch Chemicals, Inc.
2940 E. La Jolla St. Unit B, Anaheim, CA. 92806
714/632-5253 714/632-3419 Fax

September 1, 2015

Laura Grant
Executive Assistant/Landscape District
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

Scope of Work and Fee Schedule – Calabasas Lake Maintenance

Maintenance of Calabasas Lake is inclusive of the following services:

Seven (7) days per week service (8 hrs./day) and includes the following schedule:

- | | |
|--|------------------|
| a. Aquatic Plant Control (algae, submerged, floating and emergent weeds) – | As Needed |
| b. Insect control (midges or mosquitoes) - | As Needed |
| c. Water Quality: Data collection and reporting (monthly collection) – | Annual Reporting |
| d. Debris Removal: Lake surface debris and beach area - | Twice Daily |
| e. Beach maintenance: Rake and Groom sand - | Weekly |
| f. Water Level: Monitor lake water level - | Daily |
| g. General Maintenance and Cleaning: | |
| i. Aeration systems filters - | Weekly |
| ii. Storage Area - | Daily |
| iii. Aeration Motor Vaults - | Monthly |
| h. The above services include all labor, equipment and chemicals | |

The following services are not included in the monthly lake maintenance service costs:

Electrical and mechanical parts associated with equipment repairs and labor rates for repairing or replacing pumps, motors, or electrical systems.

The following Time and Material (T & M) rates apply to equipment costs and labor rates:

- i. Annual Aeration System service – 10 rebuilt kits including carbon vanes and filters - \$326.00ea. Total \$3260.00 parts, tax - \$293.40, labor - \$1200.00
Total for annual aeration system service - \$4753.40
- ii. 1 HP Rotary Vane aeration compressor - \$1200.00 ea. Plus Tax – No labor for install
- iii. Aeration diffuser line - \$1.75 per foot plus tax
- iv. Aeration diffuser head - \$50.00 each plus tax
- v. Complete aeration diffuser with weighted base and riser - \$175.00 each plus tax
- vi. Aeration cabinet fans - \$125.00 each plus tax
- vii. Aeration vault sump pumps - \$406.85 each plus tax
- viii. Mechanic: \$125.00/Hr.

mb Marine Biochemists, a business of Arch Chemicals, Inc.
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- ix. Mechanic's Helper (if needed): \$50.00/Hr.
- x. All bids for equipment replacement will not be completed without written authorization from the Landscape Districts maintenance manager or the Calabasas Park HOA (CPHA) and shall include a schedule for repairs and associated parts, labor and tax costs.

Fee Schedule:

- a. Eleven Thousand Five Hundred Dollars (\$11,730.00) per month due within thirty days following completion of services listed in a-h above
- b. Time and Materials Equipment Repairs – Based on Time and Material rates listed in i.-viii. above and following customer agreement for repairs – Due within 30 days following completion of services.

Bill Thomas
Regional Manager
Marine Biochemists/a business of Arch Chemicals Inc.




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 31, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO APPROVE THE AGREEMENT BETWEEN THE CITY OF CALABASAS AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE PROCUREMENT OF TWO SHUTTLES WITH A FUNDING TOTAL OF \$219,708.

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

Staff recommends that City Council approve the Agreement with The Los Angeles County Metropolitan Transportation Authority for the procurement of two 30-33 foot shuttles.

Total cost for this Project is estimated to be \$274,635. The project will be funded with a total of \$219,708 in Federal Transit Administration (FTA) Congestion Mitigation and Air Quality Improvement Program funds awarded during LACMTA's FY2013 Call for Projects. City is required to match the fund by 20%; therefore, City will utilize Prop A and C and Measure R Local Return to provide \$54,927 towards this purchase.

DISCUSSION/ANALYSIS:

The City of Calabasas is committed to maintain adequate transportation for its residents and employees. This projects calls for procurement of two 30 passenger

shuttles which will be added to City fleet and will significantly improve regional mobility. The new shuttles will have a higher capacity therefore they will relieve overcrowding on the peak hour lines. The City is currently using 100% of the fleet; this does not leave vehicles available in case of mechanical failure or emergency, and creates a significant strain on the system. Two new clean diesel vehicles will improve the reliability of service by replacing two older high mileage vehicles and will leave vehicles in spare in case if the newer vehicles need to be taken out of service for maintenance purposes. The increase of efficiency will be achieved by rotating vehicles and providing slack in the system to maintain vehicles without sacrificing service. By utilizing clean diesel vehicles and replacing the older ones, the fuel consumption and air pollution will decrease and brake replacement cost will be reduced through energy reclamation.

FISCAL IMPACT/SOURCE OF FUNDING:

This project is funded in FTA Congestion Mitigation and Air Quality Improvement Program funds awarded during LACMTA's FY2013 Call for Projects. City will utilize Prop A and Prop C and Measure R Local Return to provide the required 20% match towards this agreement.

REQUESTED ACTION:

Staff recommends that City Council approve the Agreement with The Los Angeles County Metropolitan Transportation Authority for the procurement of two 30-33 feet shuttles.

ATTACHMENTS:

Attachment A: Grant Number CA-95-X239 Agreement

GRANT NUMBER: CA-95-X239
FIS NUMBER:
SAM SEARCH: 02/09/2015

AGMT# 920000000PTCALAB14
CFDA# 20.507
DUNS# 804742310

AGREEMENT

This Agreement is dated as of April 1, 2015, and is by and between the City of Calabasas (the "City") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. As part of its FY2013 Call for Projects, the LACMTA Board of Directors allocated \$219,708 for FY2015 in federal Congestion Mitigation/Air Quality (CMAQ) funds (the "Federal Funds"), to the City for the purchase of two 30 to 33-foot clean fuel buses (the "Project"). The City has executed LOA.P00F7413 for the Project.
- B. As the City is currently not able to apply for and receive these federal funds, LACMTA will prepare and submit a grant application to the Federal Transit Administration (FTA) on the City's behalf, and will enter into a grant agreement with FTA (the "Grant"). Before submitting the grant application, LACMTA intends to submit a draft grant application to the City for the City's prior approval.
- C. The total cost for the Project described in the Scope of Work attached as Exhibit "A" hereto is estimated to be \$274,635 ("Estimated Cost").
- D. The City has agreed to provide the required local match of \$54,927 (the "Match") and any additional funding required to complete the project.
- E. LACMTA assumes no responsibility for the funding of any portion of the Project.
- F. Pursuant to the above, LACMTA Board action of October 25, 2001, authorized the Chief Executive Officer or the Chief Executive Officer's Designee to enter into agreements with interested cities and local agencies in Los Angeles County for LACMTA to act as the pass-through Agency for FTA funds on their behalf. The City is located in Los Angeles County and has asked LACMTA to act as a designated grant recipient for FTA funds on its behalf.
- G. The City understands Federal Funds provided herein are contingent upon the FTA's approval of the grant application and are subject to the federal lapsing policy. Also, the City must have obtained the environmental clearance required by federal regulations.
- H. The parties desire to execute this Agreement to authorize LACMTA to serve as the pass-through agency, on behalf of the City, for the Federal Funds.

1. **PAYMENT OF FUNDS.**

1.1 To the extent LACMTA receives Federal Funds pursuant to the Grant, LACMTA shall forward such Federal Funds to the City pursuant to the Grant and this Agreement.

1.2 Payments to the City will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after receipt of a Request for Reimbursement meeting the requirements of Section 4.

1.3 The City shall be subject to, and shall comply with, all requirements of the Grant and other applicable requirements of the Federal Department of Transportation (USDOT), Federal Department of Labor (DOL), FTA and of LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Grant, and as pass-through agency.

2. **LACMTA COSTS.**

2.1 For services rendered under this Agreement, the City agrees to pay LACMTA an amount equal to five percent (5%) of the City's FTA award/earmark, not to exceed \$10,985 ("LACMTA costs").

2.2 Payment shall be made by the City on the basis of work performed by LACMTA in accordance with the following schedule:

(a) Develop FTA and DOL checklist information	20%
(b) Prepare draft grant application	20%
(c) Process application to SCAG and State Clearinghouse	20%
(d) Submit application to FTA for approval	20%
(e) Obtain grant approval	20%

2.3 Upon completion of each payment milestone listed within subsection 2.2 above, LACMTA shall either submit an invoice to the City, specifying those services that have been completed, or shall submit one invoice for all services upon grant approval. The City shall remit the invoiced amount to LACMTA within a reasonable time period of its receipt, not to exceed sixty (60) calendar days.

3. **TERM.** The term of this Agreement shall commence upon the date first referenced above, and shall terminate upon termination of the Grant, unless terminated earlier as provided herein. The last expenditure date under this Agreement is **four** years after the FTA grant award date.

4. **REQUEST FOR REIMBURSEMENT.**

4.1 The City agrees to contribute at least the statutorily or other required local contribution of matching funds (other than federal funds), if any is specified within this agreement or any attachments hereto, toward the actual costs of the Project.

4.2 Not more frequently than once a month, but at least quarterly, the City will prepare and submit to LACMTA a certified Request for Reimbursement for actual allowable Project costs incurred and paid for by the City consistent with the Scope of Work document. Advance payments by LACMTA are not allowed.

4.3 Each Request for Reimbursement will report the total of Project expenditures and will specify the percent and amount of FTA funds to be reimbursed. The Request for Reimbursement will be accompanied by a report describing the overall work status and progress on Project tasks.

4.4 If applicable, the first Request for Reimbursement shall also be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the effective date of this Agreement, which costs could be credited toward the required local contribution described herein provided that LACMTA has received prior federal approval for such expenditures.

4.5 LACMTA may retain 10% of the invoice amount until LACMTA has evaluated the City's performance and made a determination that all contract requirements under this Agreement have been satisfactorily fulfilled.

4.6 Eligible project costs are described in the Grant and FTA guidelines.

4.7 Request for Reimbursement must be submitted on the City's letterhead.

4.8 The City should consult with LACMTA staff for questions regarding non-reimbursable expenses.

4.9 Total payments shall not exceed the federal funds awarded.

4.10 If any amounts paid to the City are disallowed or not reimbursed by the FTA for any reason, the City shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Grant.

5. **EFFECTIVE DATE AND START OF REIMBURSABLE ACTIVITIES.**

Unless written notification is otherwise provided by LACMTA, the effective date and start date of reimbursable activities is the FTA grant award date. Actual reimbursement of eligible work

cannot occur until LACMTA and the City execute this agreement and LACMTA has entered into the grant agreement.

6. FEDERAL REQUIREMENTS.

6.1 The City shall utilize the Federal Funds and Match to complete the Project as described in the Scope of Work and in accordance with the Grant requirements of the FTA and this Agreement.

6.2 The City's general and administration direct costs may be invoiced for up to 5% of the actual grant-eligible project costs. No indirect costs may be invoiced to the project.

6.3 The City will comply with all FTA requirements and guidelines as summarized in the FTA Master Agreement, and which are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to:

- (a) assurances of legal authority.
- (b) certification of non-debarment, suspension or termination.
- (c) certification of a drug-free workplace.
- (d) intergovernmental review.
- (e) Civil Rights review, including Title VI Program review.
- (f) Disadvantaged Business Enterprise (DBE) assurances.
- (g) Disability nondiscrimination (ADA).
- (h) Nondiscrimination in Federal Public Transportation Programs.
- (i) Office of Management and Budget (OMB) certification.
- (j) Lobbying certifications.
- (k) Buy America requirements.
- (l) NEPA environmental review.
- (m) Single audit requirements.
- (n) Circular 9030.1D (Section 5307).
- (o) Circular 5010.1D (Grants Management).
- (p) Circular 4220.1F (Third-Party Contracting).
- (q) Section 5333(b) Guidelines.
- (r) FTA Bus Testing Requirements
- (s) Transit Asset Management Requirements
- (t) Public Transportation Agency Safety Requirements

6.4 LACMTA shall not be responsible for providing any funding to substitute for the Federal Funds in the event the Grant of Federal Funds is withdrawn, recalled or not appropriated for any reason. In the event the Grant is closed, the City will reimburse LACMTA any funds paid that were no longer available in the FTA grant award.

6.5 Should FTA or DOL require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, the City agrees to execute promptly all such amendments, revisions, deletions, or additions, as necessary, to comply with FTA's and

DOL's requirements.

6.6 Transit vehicles shall be maintained in the manner prescribed by the manufacturer until the vehicle is fully depreciated or disposed of per FTA requirements.

7. **REPORTING AND AUDIT REQUIREMENTS.**

7.1 The City shall be subject to and shall comply with all applicable requirements of LACMTA, FTA and DOL regarding Project reporting and audit requirements. The City shall use the assigned FTA Grant number on all correspondence.

7.2 The City shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Quarterly Narrative and Financial Report on Project Progress
- (b) Copy of the City's official annual report
- (c) Annual independent single audit report
- (d) Annual FTA Compliance Self-Certification
- (e) Annual maintenance records for FTA funded vehicles
- (f) Annual FTA Drug and Alcohol information for bus operations
- (g.) Other reports that may be required

7.3 LACMTA, FTA and/or their respective designees, in order to fulfill their respective responsibilities as grantee of the Grant and as the pass-through authority and as the grantor of the federal grant, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. The City shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. The City shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement, other applicable requirements of LACMTA or requirements of the Grant, or other applicable requirements of the FTA. LACMTA shall use the Federal Acquisition Regulations (FAR) standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct a final LACMTA audit using an outside auditing firm. The findings of that LACMTA audit will be final.

7.4 The City shall retain all original records and documents related to the Project for a period of three years after final payment or in accordance with the Grant, whichever time period is greater.

7.5 The City shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of OMB Circular A-133. The City shall submit a copy of each single audit to LACMTA within 30 days of its completion.

8. FUNDS AVAILABILITY.

This Agreement is a pass-through Agreement of FTA grant funds. The Grant consists of Section 5307 CMAQ funds and is subject to the terms and conditions of this Agreement and the Grant and the applicable requirements of LACMTA and FTA. This Agreement neither implies nor obligates any funding commitment by LACMTA for the Project. The 5307 (CMAQ) funds are also subject to the City meeting the lapsing requirements and all other terms and conditions set forth in LOA. P00F7413.

All funds are contingent upon Federal appropriation and FTA's approval of a grant application. If a Letter of No Prejudice is issued by FTA, the City assumes all the risk of spending funds early on the Project.

9. EXPENDITURE AND DISPOSITION OF FUNDS.

9.1 The expenditure and disposition of the Federal Funds by the City shall be subject to and in accordance with the terms and conditions of this Agreement, the Grant and the applicable requirements of LACMTA and FTA. The City shall not utilize the Federal Funds in any way or on any project other than that specified in this Agreement and the Grant.

9.2 Programmed Budget (the "Programmed Budget") for the sources of funds for the Project is attached to this Agreement as Exhibit "B".

9.3 **FOR CONSTRUCTION PROJECTS ONLY** At the substantial completion of the Project, the City will submit to LACMTA a Notice of Substantial Completion when (1) the contractor has completed all of the Work, except punch list items, and (2) the City has ensured that the Work was performed in accordance with all applicable Project requirements. Within a reasonable time thereafter, the City and LACMTA will inspect the Project Work to ascertain substantial completion and to agree on the punch list. The City shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter LACMTA will inspect the Project Work. If accepted, the City shall obtain and submit to LACMTA releases from its contractors and subcontractors. Upon approval of the releases, LACMTA will release any retention and make final payment to the City. If the Work or releases are not accepted or approved by LACMTA, the City shall perform, or have its contractors perform, such acts as are necessary to obtain acceptance of the Work or releases.

FOR NON CONSTRUCTION PROJECTS ONLY At the substantial completion of the Project, the City will submit to LACMTA a Notice of Substantial Completion when (1) the City has completed all procurement(s) contained within the Scope of Work, and (2) the City has ensured that the procurement(s) was/were performed in accordance with all applicable Project requirements. Within a reasonable time thereafter, the City and LACMTA will meet to conduct a site visit to verify that all vehicles/equipment have been received by the City; that the vehicles/equipment have been placed in service; that the provider(s) have been paid; and that the

City's Project and/or Procurement files are in order, and to agree on a punch list. The City shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter, LACMTA will meet with the City to re-inspect the Project Work. If the Work is not accepted or approved by LACMTA, the City shall perform such acts as are necessary to obtain acceptance of the Work. Once LACMTA accepts the Work, LACMTA will release any retention and make final payment to the City.

9.4 The City shall be responsible for any and all cost overruns for the Project as specified in the grant application submitted by LACMTA. Further, the City shall be responsible for covering operating deficits through long-term stable and reliable sources of revenue and to maintain and operate the federally funded Project.

9.5 Upon completion of the Project described in the Scope of Work and disposition of any retention, any unused Federal Funds shall revert back to the FTA.

9.6 The City shall address all correspondence to the FTA regarding this Project through LACMTA Project Manager.

9.7 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FTA, to the Programmed Budget or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA Chief Executive Officer or his designee and an amendment to the Grant evidencing the FTA's acceptance of such material change. The City shall give advance notice to LACMTA of all proposed changes to the Programmed Budget or Scope of Work that the City submits to LACMTA.

10. TIMELY USE OF FUNDS.

10.1 The City shall obligate Federal Funds programmed under this Agreement within two (2) years from the effective date of this MOU unless otherwise stated in this Agreement. Obligations of the Federal Funds include, without limitations, entering into contracts/purchase orders which commit the Federal Funds.

10.2 In the event this Agreement is not executed and/or evidence of timely obligation of Federal Funds is not provided as described in Sections 10.1 of this Agreement, the Project will be reevaluated by LACMTA and the Federal Funds may be deobligated consistent with FTA requirements. In the event the Federal Funds are deobligated, this Agreement shall automatically terminate.

11. **DEFAULT.**

A Default under this Agreement is defined as any one or more of the following: (i) the City fails to comply with the terms and conditions contained in this Agreement or the Grant; (ii) the City fails to perform satisfactorily or to make sufficient progress toward completion, or in breach of Section 9.7 makes a material change to the Scope of Work or the Programmed Budget without LACMTA's and FTA's prior written consent or approval; or (iii) the City is in default of any other applicable requirements of LACMTA or the FTA.

12. **REMEDIES.**

12.1 In the event of a Default by the City, LACMTA shall provide written notice of such Default to the City with a 30-day period to cure the Default. In the event the City fails to cure the Default, or commit to cure the Default and commence the same within such 30 day period and to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make a determination to make no further disbursements of funds to the City; (iii) LACMTA may recover from the City any funds paid to the City after the Default; and/or (iv) any remedies the FTA may have under the Grant.

12.2 Effective upon receipt of written notice of termination from LACMTA, the City shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing, in which case the disbursement of funds shall continue in accordance with this Agreement.

12.3 Subject to LACMTA's agreement to provide prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

13. **SECTION 5333(b) REQUIREMENTS**

13.1 For purposes of satisfying the requirements of Section 5333(b) of Title 49 of the U.S. Code (commonly known as Section 13c), the City shall, by signing this Agreement, certify its acceptance of the terms and conditions of any and all Capital Assistance Protective Arrangements, and any other Section 5333(b) protections certified by the Department of Labor as applicable to any Federal funding received by the City.

13.2 The City shall indemnify, defend and hold harmless LACMTA and its employees, officers and agents for any claims properly brought by mass transportation employees in the City's service area pursuant to the Special Warranty, or any other Section 5333(b) agreement, that may be filed against LACMTA and that arises from any or all of the Federal Funds awarded to LACMTA on behalf of the City for the Project.

14. **TERMINATION.**

14.1 Notwithstanding the Term specified in Section 3 above, either the City or LACMTA may terminate its obligations hereunder at any time, without cause, prior to submittal of the grant application to FTA by providing not less than ten (10) calendar days advanced written notice of such intent to terminate to the other Party. The City and LACMTA may mutually terminate this Agreement with less than ten (10) days written notice if approved by both Parties. Once LACMTA has submitted the grant application to FTA, the City shall have no rights to terminate this agreement as provided in this Section.

14.2 In the event of termination of this Agreement, the City shall be liable to LACMTA for all services actually performed and all costs actually and reasonably incurred by LACMTA up to the date that the terminating Party provides written notification of its intent to terminate. In the event of termination of this Agreement, LACMTA will immediately stop rendering services under this Agreement and will deliver to the City all data, reports, worksheets, and all such other information and materials as LACMTA may have accumulated in performing this Agreement.

15. **OTHER TERMS AND CONDITIONS.**

15.1 This Agreement, along with the applicable requirements of the FTA, DOL, LACMTA and the Grant, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority.

15.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

15.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the City under or in connection with any work performed by, and/or service provided by, the City, its officers, agents, employees, contractors and subcontractors under this Agreement or the Guidelines. The City shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) use of the Funds by the City, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the City obligations

under this Agreement or the Grant; or (iv) any act or omission of the City, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services including, without limitation, the Scope of Work described in this Agreement.

15.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

15.5 The City shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. City acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

15.6 The City shall not assign this Agreement, or any part thereof, without written consent and prior approval of LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable. Subject to all requirements of this Agreement, the Grant, and all other applicable requirements of LACMTA and FTA, including without limitation the requirement that design and construction services be competitively procured, the City may contract with other entities, including its affiliates in a project management role, to implement this Agreement.

15.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

15.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

15.9 Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
Programming and Policy Analysis
One Gateway Plaza, Mail Stop 99-23-03
Los Angeles, CA 90012
Attention: Nathan Maddox

The City's Address:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attention: Benjamin Chan, P.E., T.E., Deputy Director
Cc: Hali Aziz Goktapeh, EIT

15.10 The City in the performance of the work required by this Agreement is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. The City shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

15.11 The City agrees to comply with United States (U.S.) Department of Transportation (DOT) regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18.

15.12 The City agrees that federal laws and regulations control Project award and implementation. The City also agrees that federal directives as defined in the FTA Master Agreement, set forth federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. The City understands and agrees that unless FTA has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, the City may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by FTA.

15.13 The City understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Applicant on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations and directives may become effective after the date on which the City executes the Agreement for the Project, and might apply to that Agreement. The City agrees that the most recent of such Federal laws, regulations and directives will govern the administration of the Project at any particular time, except to the extent FTA determines otherwise in writing.

15.14 The City understands that it will make reference to the Catalog of Federal Domestic Assistance number (20.507) for the 5307 Program in all its correspondence and reports including quarterly progress and single audit reports and invoices.

Attachments

Exhibit A: Scope of Work
Exhibit B: Program Budget

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer
Date

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By: 
Deputy

CITY:

City of Calabasas

By: _____
Lucy M. Martin
Mayor
Date

APPROVED AS TO FORM:

By: _____
Scott H. Howard
City Attorney
Date

ATTEST :

By: _____
Maricela Hernandez, MMC
City Clerk
Date

EXHIBIT "A"

SCOPE OF WORK

TIP: LAF7413:

The Section 5307 funds provided under this Agreement will be used for the purchase of two (2) 30 to 33-foot replacement clean fuel, handicapped accessible buses for fixed route service within the City. The buses will be able to seat up to 30 passengers and help to relieve overcrowding on the City's shuttle system.

This project will occur within California Congressional Districts 30 and 33: District Officials Brand Sherman and Ted Lieu respectively.

EXHIBIT "B"

PROGRAM BUDGET

SCOPE

CLEAN AIR BUSES

<u>ACTIVITY</u>	<u>FTA Amount</u>	<u>Local Match</u>
REPLACEMENT TRANSIT VEHICLES	\$219,708	\$54,927
TOTALS	\$219,708	\$54,927

ESTIMATED NET PROJECT COST:	\$274,635
FEDERAL SHARE:	\$219,708
REQUIRED LOCAL MATCH:	\$54,927

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Funding Source</u>	<u>FY</u>	<u>Amount</u>
60020	Section 5307	2015	\$219,708

SOURCES OF LOCAL MATCH

Local match will be funded by the City's Proposition A and/or C Local Return funds.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: AUGUST 31, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR COMPLETING THE MALIBU CREEK WATERSHED ENHANCED WATERSHED MANAGEMENT PROGRAM AND INTEGRATED COORDINATED MONITORING PLAN

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

That the City Council approve the professional services agreement with Michael Baker International for completing the Malibu creek Watershed Enhanced Watershed Management Program and Coordinated Integrated Monitoring Plan

BACKGROUND AND DISCUSSION:

On June 26, 2013, the City Council approved a professional services agreement with RBF Consulting for preparation of the Malibu creek Watershed Enhanced Watershed Management Program. On July 1, 2015, RBF Consulting merged with and into Michael Baker International, Inc., a Pennsylvania corporation. As a result of the merger, the separate legal existence of RBF ceased and Michael Baker continues as the surviving entity.

Michael Baker has requested the City's consent to the assignment by RBF to Michael Baker of all its rights and obligations under the previously approved

agreement. RBF Consulting has already performed approximately 95% of all tasks outlined in its 2013 agreement with the City of Calabasas. The remaining tasks will be completed by the same team affiliated with Michael Baker International..

The cost of this project was shared by all the following public agencies sharing the Malibu Creek Watershed: Cities of Agoura Hills, Calabasas, Hidden Hills, Westlake Village; County of Los Angeles and LA County Flood Control District. City of Calabasas has been the lead agency charging 10% of total cost as administration fee. All participating agencies have already deposited their share into a special fund administered by the City of Calabasas Finance Department.

FISCAL IMPACT/SOURCE OF FUNDING:

The remaining balance of the contract with RBF Consulting is \$94,256.00 from that was approved by the City Council on June 26, 2013. Future invoices shall be paid out of Account No. 11-313-525200.

REQUESTED ACTION:

That the City Council approve the professional services agreement with Michael Baker International for completing the Malibu creek Watershed Enhanced Watershed Management Program and Coordinated Integrated Monitoring Plan

ATTACHMENT:

Professional Services Agreement with Michael Baker International

PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas / Michael Baker International)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Michael Baker International a Pennsylvania corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: To complete remaining tasks from a professional services agreement with RFP Consulting signed on June 26, 2013 that was merged with Michael Baker International.
- 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 August 11, 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 August 11, 2015 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: September 9, 2015.
- 3.4 “Expiration Date”: December 8, 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 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 seven thousand and two hundred fifty six Dollars (\$97,256.00) 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. **Anna Lantin** 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.
- 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 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.
- 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 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: Alex Farassati
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Michael Baker International
P.O. Box 515714
Los Angeles, CA 90051-5195
Attn: Anna Lantin
Telephone: (949) 472-3461
Facsimile: (949) 439-7922

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days’ written notice to

City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

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

By: _____
Lucy M. Martin, Mayor

By: _____
Anna Lantin, Senior Vice President

Date: _____

Date: _____

By: _____
Michael Tylman, Vice President

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

Exhibit A



August 11, 2015

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

Dear Mr. Farassati:

Please be advised that the Michael Baker family of companies has undergone an internal restructuring in connection with its "Michael Baker International" rebranding efforts. In connection with such efforts, on July 1, 2015, RBF Consulting, a California corporation ("RBF"), merged with and into Michael Baker International, Inc., a Pennsylvania corporation ("Michael Baker"). As a result of the merger, the separate legal existence of RBF ceased and Michael Baker continues as the surviving entity under the name "Michael Baker International, Inc."

Michael Baker hereby requests your consent to the assignment by RBF to Michael Baker of all its rights and obligations under the agreement(s) listed on the attached Annex A (the "Assignment"). Please indicate your acknowledgement of this notice and consent to the Assignment by signing a copy of this letter in the space provided below and returning it by fax or email with the original to follow by mail, no later than August 31, 2015 to:

Michael Baker International, Inc.
Attention: Legal Department
500 Grant Street
Pittsburgh, PA 15219
Fax: 412-918-4001
Attention: Legal Department
Email: LegalReview@mbakercorp.com

In addition, please copy me via email at alantin@mbakerintl.com.

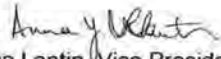
Page 2

By signing below, (a) you consent to the Assignment, including the assumption of the Agreement by Michael Baker, and confirm that no other documentation is required under the Agreement in connection with the Assignment, (b) you waive any requirement under the Agreement for such further documentation, (c) you waive any right you may have to terminate the Agreement as a result of the merger, (d) you acknowledge that you have not previously transferred, assigned or pledged your rights or obligations under the Agreement to any other person or entity, and (e) you acknowledge that the Agreement is in full force and effect and that neither party is currently in breach of any of its obligations under the Agreement.

If you have any questions, please feel free to contact me at (949) 472-3461.

Sincerely,

RBF Consulting

By: 
Anna Lantin, Vice President
RBF Consulting

CONFIRMED AND AGREED,
Intending to be legally bound:

City of Calabasas

By: _____
Name: _____
Title: _____
Date: _____



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JULY 17, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: ADOPTION OF RESOLUTION 2015-1468, DESIGNATING A VOTING DELEGATE AND AN ALTERNATE VOTING DELEGATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

That the City Council adopt Resolution No. 2015-1468 designating a voting delegate and an alternate voting delegate to represent the City at the League of California Cities (League) Annual Business meeting.

BACKGROUND:

The League holds conferences on an annual basis. This year's conference will be held on September 30-October 2, 2015, in San Jose, CA. The League has requested that the City Council designate a voting delegate and up to two alternates to represent the City at the Annual Business meeting (at the General Assembly), scheduled for noon on Friday, October 2.

The League's 2015 Annual Conference Voting Delegate/Alternate Form designates Mayor pro Tem James Bozajian as the voting delegate and Councilmember David Shapiro as the alternate voting delegate.

REQUESTED ACTION:

It is recommended that the City Council adopt Resolution No. 2015-1468 designating Councilmember James Bozajian as the voting delegate and Councilmember David Shapiro as the alternate voting delegate at the League's Annual Business meeting on October 2, 2015.

ATTACHMENTS:

- A. Resolution No. 2015-1468
- B. The League's 2015 Annual Conference Voting Delegate/Alternate Form

**ITEM 10 ATTACHMENT A
RESOLUTION NO. 2015-1468**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, DESIGNATING A VOTING DELEGATE AND ALTERNATE
VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL
MEETING, OCTOBER 2, 2015, IN SAN JOSE, CALIFORNIA.**

**THE CITY COUNCIL OF THE CITY OF CALABASAS DOES HEREBY RESOLVE
AS FOLLOWS:**

SECTION 1. Mayor pro Tem James R. Bozajian is hereby designated as the City of Calabasas voting delegate to represent the City at the League of California Cities Annual Business meeting, October 2, in San Jose, California.

SECTION 2. Councilmember David J. Shapiro is hereby designated as the City of Calabasas alternate voting delegate to represent the City at the League of California Cities Annual Business meeting, October 2, in San Jose, California.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and transmit a certified copy thereof to the appointees and the League of California Cities.

PASSED, APPROVED AND ADOPTED this 9th day of September, 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard
City Attorney



CITY: <u>CALABASAS</u>

**2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: James R. Bozajian

Title: Mayor pro Tem

2. VOTING DELEGATE - ALTERNATE

Name: David J. Shapiro

Title: Councilmember

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: Maricela Hernandez E-mail mhernandez@cityofcalabasas.com

Mayor or City Clerk _____ Phone: 818-224-1661
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 1, 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: ADOPTION OF RESOLUTION NO. 2015-1478 ACCEPTING A PERMANENT EASEMENT FROM LAS VIRGENES MUNICIPAL WATER DISTRICT FOR CONSTRUCTION ACCESS, CONSTRUCTION AND MAINTENANCE OF SOIL NAILS AND TWO ASSOCIATED RETAINING WALLS AND SLOPE GRADING AND SLOPE MAINTENANCE RELATED TO WIDENING OF LAS VIRGENES ROAD

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

That the City Council adopt Resolution No. 2015-1478 accepting a permanent easement from the Las Virgenes Municipal Water District (LVMWD) for construction access, construction and maintenance of soil nails and two associated retaining walls, and slope grading and slope maintenance related to widening of Las Virgenes Road.

BACKGROUND:

Construction activities for the Las Virgenes Scenic Corridor Completion project began in July 2015. The project's limits are from Agoura Road to Lost Hills Road. Upon completion, the project will provide two travel lanes in both directions to enhance the capacity and traffic flow; continuous bicycle facilities on both sides of the road, a continued sidewalk on the west side, two new traffic signals and landscaped medians. It is anticipated that the project will be completed in nine

months. A left turn lane into the LVMWD driveway and left turn access to the LVMWD's maintenance road were included into the plans as was previously discussed with the District.

DISCUSSION/ANALYSIS:

In order to provide two travel lanes in both directions and construct the other mentioned improvements at this segment of Las Virgenes Road, the City needs to build a retaining wall to hold back the hillside next to the roadway. To minimize the amount of grading, a two tiered soil nail retaining wall was designed on the east side of the road adjacent to LVMWD property. A copy of the retaining wall plans is provided in Attachment B.

Construction of the proposed soil nail retaining walls and the underground soil nails behind the wall will encroach into the LVMWD property. Engineering research conducted prior to design determined that the installation of the soil nails does not conflict with the existing utility locations.

The LVMWD has granted the City a permanent easement related to the installation of the above mentioned retaining walls, underground soil nails, associated grading and future access for maintenance. The permanent easement contains an area of 11,356 square feet, which is located within the parcel with APN No. 4455-025-900, which is owned by LVMWD.

Although the permanent easement allows the City to construct the soil nail retaining wall adjacent to Las Virgenes Road, it is important to note that the requested action will transfer maintenance responsibilities and liability from the LVMWD to the City.

The construction of the retaining wall is anticipated to begin in the early October and continues to the end of December, 2015.

FISCAL IMPACT/SOURCE OF FUNDING:

The annual maintenance cost for the retaining wall is anticipated to be minimal. The maintenance costs, if any, will likely be paid through gas tax revenue.

REQUESTED ACTION:

That the City Council adopt Resolution No. 2015-1478 accepting a permanent easement from the Las Virgenes Municipal Water District (LVMWD) for construction access, construction and maintenance of soil nails and two associated retaining walls, and slope grading and slope maintenance related to widening of Las Virgenes Road.

ATTACHMENTS:

Attachment A: Resolution No. 2015-1478

Attachment B: Easement documentation

Attachment C: Soil nail wall plan

**ITEM 11 ATTACHMENT A
RESOLUTION NO. 2015-1478**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA TO ACCEPT FROM THE LAS VIRGENES MUNICIPAL WATER DISTRICT A PERMANENT EASEMENT FOR CONSTRUCTION ACCESS, CONSTRUCTION AND MAINTENANCE OF SOIL NAILS AND TWO ASSOCIATED RETAINING WALLS, AND SLOPE GRADING AND SLOPE MAINTENANCE FOR A PORTION OF PARCEL 4455-025-900 ADJACENT TO LAS VIRGENES ROAD.

WHEREAS, a portion of parcel 4455-025-900 as generally described and shown in Exhibit 1, is outside of public right-of-way and part of property of Las Virgenes Municipal Water District (LVMWD); and

WHEREAS, in connection with the project known as the "Las Virgenes Road Scenic Corridor Widening Project (the "Project")", it is necessary for the City of Calabasas to accept an easement for and the right to widen Las Virgenes Road, to perform grading, construct and maintain retaining walls, soil nails and landscape within the LVMWD property;

WHEREAS, an approval of the easement from State Water Resources Control Board was received on August 25, 2015;

WHEREAS, the relevant provisions of the California Streets and Highways Code, the City of Calabasas Municipal Code, the Los Angeles County Code, and all other applicable regulations and codes have been met.

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

SECTION 1. The City hereby accepts from the LVMWD a permanent easement for construction access, construction and maintenance of soil nails and two associated retaining walls, slope grading and slope maintenance related to the Project.

SECTION 2. The City Clerk shall certify the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 9th day of September, 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC3
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

ACKNOWLEDGMENT

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

On August 31, 2015 before me, Josie Guzman, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Josie Guzman (Seal)



Grant of Easement
Las Virgenes Scenic Corridor

EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Las Virgenes Municipal Water District

do hereby grant to City of Calabasas, a municipal corporation of the State of California, Grantee, an easement for, and the right to widen Las Virgenes Road, grading, construct and maintain retaining walls, soil nails and landscape in and across the real property in the County of Los Angeles, State of California described as

EXHIBIT "A" (Legal Description)

EXHIBIT "B" (Easement Plat)

Together with the right to enter upon, remove Grantee's improvements, trees, shrubs and other vegetation, and to pass and repass over and along said easement and right of way and to deposit tools, implements, and other materials thereon, by said Grantee, its officers, agents and employees, and by any contractor, his agents and employees, engaged by said Grantee. Grantor reserves the right to construct, operate and maintain improvements, trees, shrubs and other vegetation which do not interfere with the grantee's use of the subject easement as determined by the grantee in its sole discretion. Grantee is responsible to maintain improvements constructed by the Grantee within easement.

It is understood that each undersigned Grantor grants only that portion of the above described land in which said Grantor has an interest.

Date: 08/31/15

By: David W. Palumbo
General Manager

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALABASAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 1 DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. C 296 564, A CERTIFIED COPY OF SAID ORDER BEING RECORDED ON APRIL 22, 1985, AS INSTRUMENT NO. 85-450302, OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, WITH THE EASTERLY LINE OF LAS VIRGENES ROAD, 60 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED MARCH 17, 1949, AS INSTRUMENT NO. 2483, IN BOOK 29615 PAGE 139, OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, THENCE SOUTHWESTERLY ALONG SAID EAST LINE OF LAS VIRGENES ROAD, SOUTH 5°59'17" WEST 777.13 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID EAST LINE OF LAS VIRGENES ROAD, SOUTH 5°59'17" WEST 17.72 FEET; THENCE CONTINUING ALONG SAID EAST LINE OF LAS VIRGENES ROAD, SOUTH 5°22'13" WEST 335.54 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 84°37'47" EAST 11.21 FEET; THENCE NORTH 24°27'08" EAST 70.33 FEET; THENCE NORTH 9°48'19" EAST 66.35 FEET; THENCE NORTH 5°22'14" EAST 132.34 FEET; THENCE NORTH 13°10'11" WEST 49.33 FEET; THENCE NORTH 1°04'38" WEST 20.40 FEET; THENCE NORTH 31°58'21" WEST 26.68 FEET; THENCE NORTH 84°10'32" WEST 4.99 FEET; TO THE **TRUE POINT OF BEGINNING**.

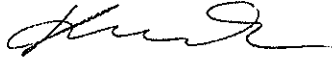
CONTAINING AN AREA OF 11,356 SQUARE FEET OR 0.261 ACRES.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, NORTH AMERICAN DATUM 1983 CSRC EPOCH 2011.00, AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CGPS) ROCK AND LAPC BEING SOUTH 57°12'01" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Date: 04-01-2015

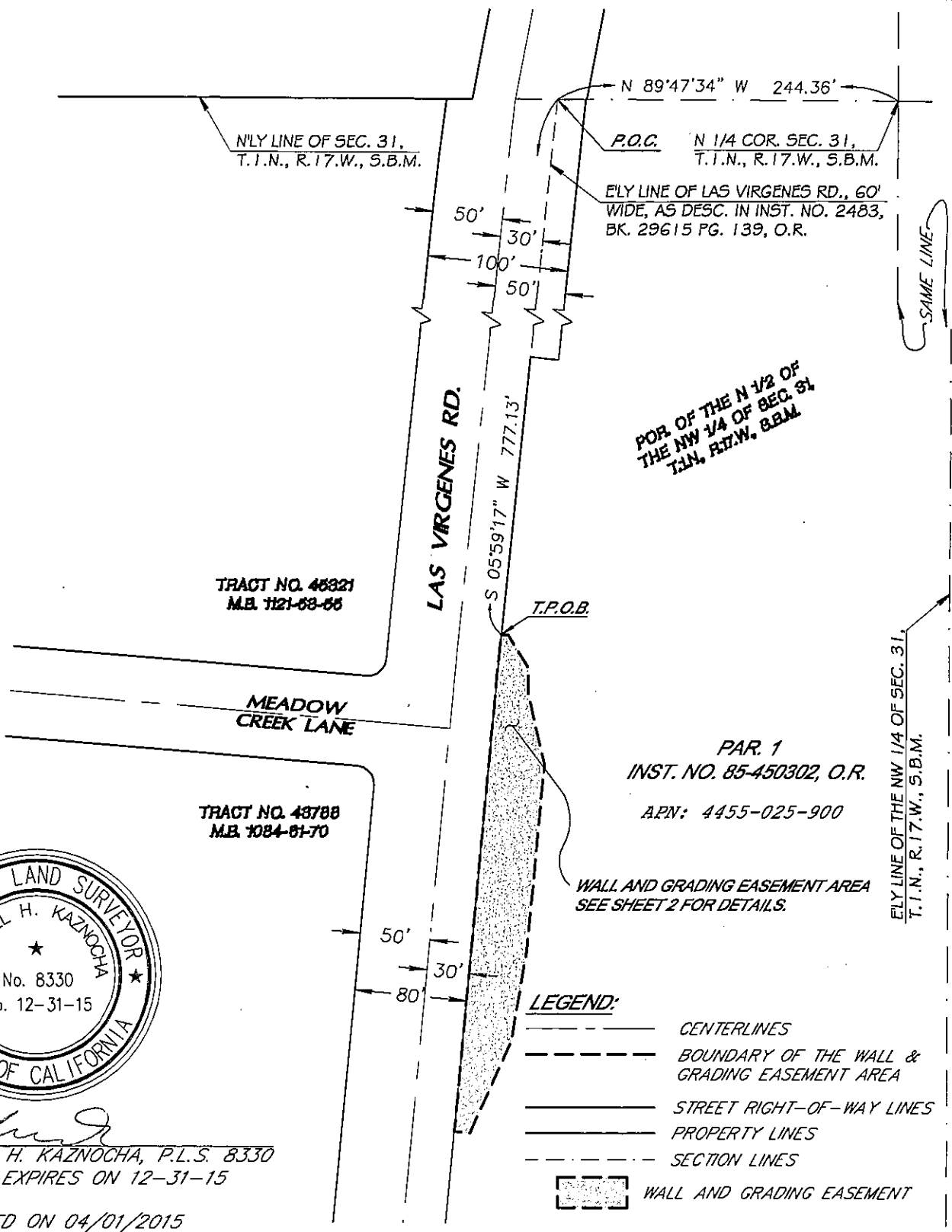
Prepared by:



Michael H. Kaznocha, P.L.S. No. 8330
License Expires: 12-31-2015



PLOT DATE: Apr 01, 2015 - 2:41pm BY: michael FILE PATH: P:\12-1013 - Las Virgenes Road Scenic Corridor - Working\110 - Boundary Survey\City-Survey\City-Corridor and Wall Easement for APN 44 455-025-900 - WALL ESWT-SHT 1.dwg



Michael H. Kaznocha
 MICHAEL H. KAZNOCHA, P.L.S. 8330
 LICENSE EXPIRES ON 12-31-15

PREPARED ON 04/01/2015

LEGEND:

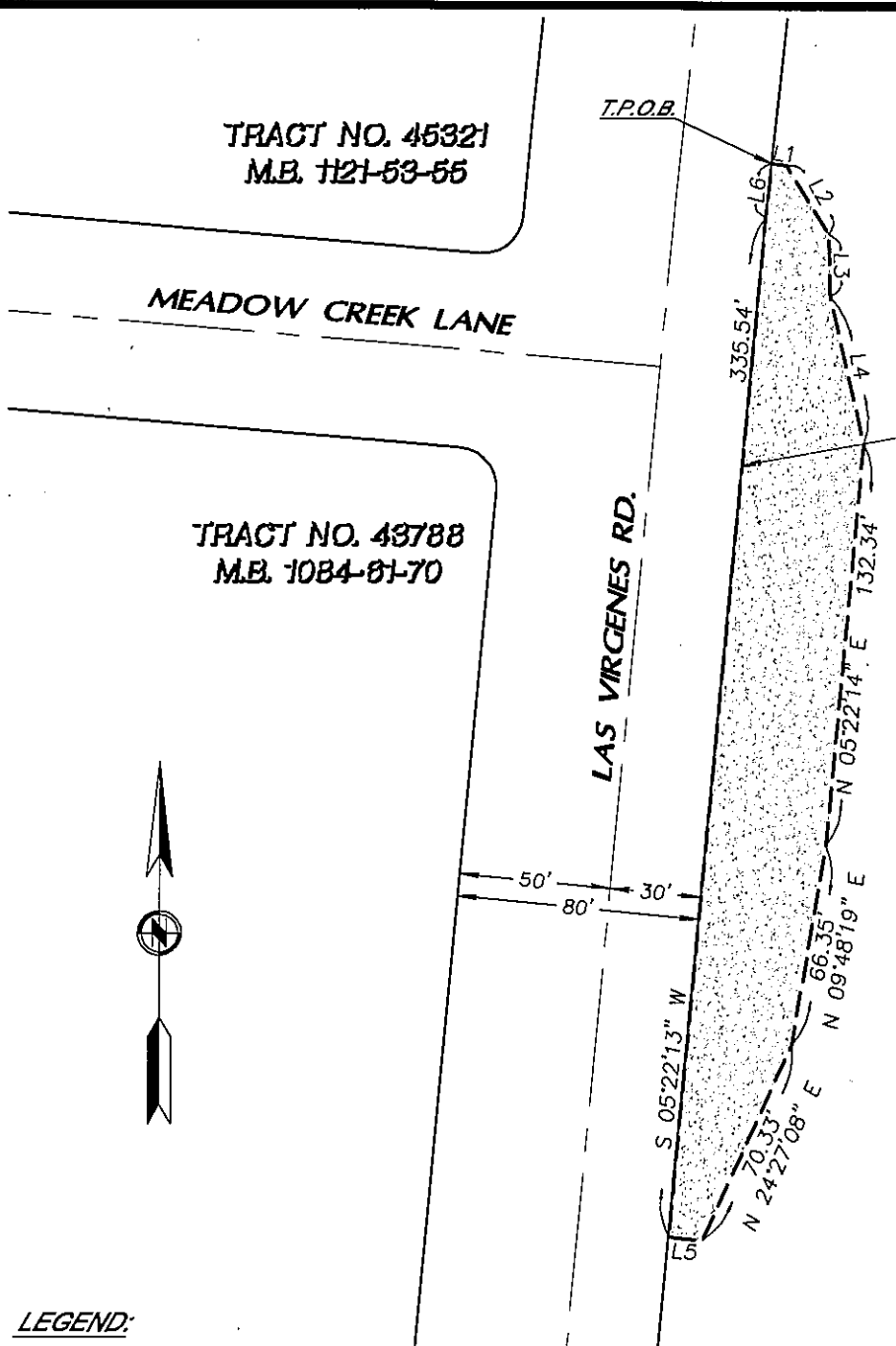
- CENTERLINES
- BOUNDARY OF THE WALL & GRADING EASEMENT AREA
- STREET RIGHT-OF-WAY LINES
- PROPERTY LINES
- SECTION LINES
- WALL AND GRADING EASEMENT

DIAMOND WEST
 INCORPORATED
 civil engineering • land surveying • land planning
 24005 Ventura Boulevard, Suite 100
 Colobos, California 91302
 Voice: (818) 444-1800
 Facsimile: (818) 223-9215
 www.diamondwest.net

EXHIBIT "B"
WALL AND GRADING EASEMENT
 SURVEY PREPARED FOR:
 CITY OF CALABASAS
 100 CIVIC CENTER WAY
 CALABASAS, CA 91302

DRAWN:	MHK,TCF
CHECKED:	MHK
DATE:	04/01/15
SCALE:	1"=100'
DWI JOB #:	12-1013
SHEET NO. 1 OF 3 SHEETS	

PLOT DATE: Apr 01, 2015 - 2:43pm BY: mitchell FILE PATH: P:\12-1013 - Las Virgenes Road Scenic Corridor Widening I10 - Boundary Survey\City-Survey\Job\Creding and Wall Easement for APN 44 CAD FILE: 12-1013-10-1980202-APN 4455-025-900-WALL ESWT-SHT 2-3.dwg



ELY LINE OF LAS VIRGENES RD.,
60' WIDE, AS DESC. IN INST. NO.
2483, BK. 29615 PG. 139, O.R.

PAR. 1
INST. NO. 85-450302, O.R.
APN: 4455-025-900

**POR. OF THE N 1/2 OF
THE NW 1/4 OF SEC. 31,
T.1N, R.17.W, S.B.M.**

LINE DATA

LINE	BEARING	DISTANCE
L1	N 84°10'32" W	4.99'
L2	N 31°58'21" W	26.68'
L3	N 01°04'38" W	20.40'
L4	N 13°10'11" W	49.33'
L5	S 84°37'47" E	11.21'
L6	S 05°59'17" W	17.72'

LEGEND:

- CENTERLINES
- - - - - BOUNDARY OF THE WALL AND GRADING EASEMENT AREA
- STREET RIGHT-OF-WAY LINES
- PROPERTY LINES
- SECTION LINES
- WALL AND GRADING EASEMENT AREA

SEE SURVEYOR'S NOTES ON SHEET 3.

Michael H. Kaznocha
MICHAEL H. KAZNOCHA, P.L.S. 8330
LICENSE EXPIRES ON 12-31-15

PREPARED ON 04/01/2015



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EXHIBIT "B"
WALL AND GRADING EASEMENT
SURVEY PREPARED FOR:
CITY OF CALABASAS
100 CIVIC CENTER WAY
CALABASAS, CA 91302

DRAWN:	MHK,TCF
CHECKED:	MHK
DATE:	04/01/15
SCALE:	1"=60'
DWI JOB #:	12-1013
SHEET NO. 2 OF 3 SHEETS	

PLOT DATE: Apr 01, 2015 - 2:44pm BY: michael FILE PATH: E:\12-1013 - Los Virgenes Road Scenic Corridor - widening\110 - Boundary Survey\Chg-Survey.dwg (Grading and Wall Easement for APN 44 CAD FILE: 12-1013-110-PRRIDEZ-APN 4455-025-900-WALL ESM-SHT 2-1.dwg

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, NORTH AMERICAN DATUM 1983 CSRC EPOCH 2011.00, AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CGRS) ROCK AND LAPC BEING SOUTH 57°12'01" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

REFERENCED BEARINGS FROM OTHER DOCUMENTS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

THE BEARING OF NORTH 06°14'18" EAST OF THE CENTERLINE OF LAS VIRGENES ROAD IS SHOWN AS NORTH 6°02'50" EAST (THE MOST SOUTHERLY LINE) ON COUNTY SURVEYOR'S MAP NO. B-5133, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

ALL DISTANCES SHOWN ON THIS MAP ARE GROUND VALUES UNLESS OTHERWISE SPECIFIED. THE GROUND VALUES WERE CALCULATED BASED ON GRID COORDINATES OF ALL MEASURED POINTS UTILIZING RAPID STATIC AND RTK GPS TECHNIQUES AND ADJUSTED TO CSRC CONTINUOUS OPERATING REFERENCE STATIONS ROCK, LAPC AND SPK1. LATITUDE, LONGITUDE AND ELLIPSOIDAL HEIGHT OF SAID REFERENCE STATIONS ARE PUBLISHED (RECORDED) IN THE HORIZONTAL CONTROL NETWORK ADJUSTED BY CALIFORNIA SPATIAL REFERENCE CENTER, EPOCH 2011.00 NAD83 (NSRS2007) COORDINATES COMPUTED BY SOPAC/CSRC ON 05/13/2011 FROM MODELED POSITION TIME SERIES UP TO EPOCH 2011.2918.

THE AVERAGE COMBINED SCALE FACTOR OF 0.9999434995 WAS USED TO OBTAIN GROUND DISTANCES. (GRID DISTANCE = GROUND DISTANCE x COMBINED SCALE FACTOR).

REFERENCE DOCUMENT:

ORANGE COAST TITLE COMPANY'S PRELIMINARY TITLE REPORT ORDER NO. 140-1531227-32, DATED AS OF SEPTEMBER 23, 2013.

ASSESSOR'S PARCEL NUMBER:

A.P.N. 4455-025-900

WALL AND GRADING EASEMENT AREA:

AREA = 11,356 SQ. FT.



Michael H. Kaznocha

MICHAEL H. KAZNOCHA, P.L.S. 8330
 LICENSE EXPIRES ON 12-31-15

PREPARED ON 04/01/2015

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EXHIBIT "B"
 WALL AND GRADING EASEMENT
 SURVEY PREPARED FOR:
 CITY OF CALABASAS
 100 CIVIC CENTER WAY
 CALABASAS, CA 91302

DRAWN:	MHK,TCF
CHECKED:	MHK
DATE:	04/01/15
SCALE:	N/A
DWI JOB #:	12-1013
SHEET NO. 3 OF 3 SHEETS	



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

AUG 25 2015

John Zhao
Las Virgenes MWD
4232 Las Virgenes Road
Calabasas, CA 91302

Dear Mr. Zhao:

LAS VIRGENES MUNICIPAL WATER DISTRICT; EASEMENT REQUEST FROM CITY OF CALABASAS

I understand the Las Virgenes Municipal Water District (LVMWD) received a construction grant (C-06-1028-410) from the California State Water Resources Control Board (State Water Board) in 1979. The grant included land acquisition for construction of a solids injection facility. The Grant Deed from December 1984, grants, among other things, a security interest in the grant purchased property to the United States Environmental Protection Agency (USEPA) and the State Water Board. The Grant Deed also requires LVMWD to obtain approval from USEPA and the State Water Board to use the property for other purposes when LVMWD determines that the property is no longer needed for the original grant purpose.

You requested such approval in an email to my staff on May 4, 2015, because the City of Calabasas (City) requested an easement on 0.261 acres of the land so it could widen Las Virgenes Road. The road runs adjacent to the property, and the City will build a retaining wall to hold back the hillside next to the road.

LVMWD would like to grant the easement, but requested both USEPA and State Water Board approval before doing so. You have indicated that granting the easement would not trigger a lien release or result in a title change to the property.

After consulting with USEPA, neither USEPA nor the State Water Board object to LVMWD's approval of the easement as long as the proposed road widening project/easement do not interfere with the purpose of the original construction grant funded project. We have no reason to believe that granting the easement would trigger a lien release or a title change to the property as long as the road project/easement do not impede the original purpose of the grant.

FLICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

Mr. John Zhao

- 2 -

If you have any further concerns, please contact Mr. Christopher Stevens at (916) 341-5698, or Christopher.stevens@waterboards.ca.gov.

Sincerely,



Darrin Polhemus, Deputy Director
Division of Financial Assistance

cc: Tatiana L. Holden, P.E.
Associate Civil Engineer
tholden@cityofcalabasas.com

Joshua Amaris
USEPA
Amaris.josh@epa.gov



CITY of CALABASAS

March 6, 2015

TO: Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302
ATT: Mr. John Zhao

RE: LAS VIRGENES SCENIC CORRIDOR COMPLETION PROJECT – REQUEST FOR PERMANENT EASEMENT

The City of Calabasas is in the final stages of preparation of the construction documents for the Las Virgenes Scenic Corridor Completion project. The project's limits are from Agoura Road to Lost Hills Road. Upon completion, the project will provide two travel lanes in both directions to enhance the capacity and traffic flow; continuous bicycle facilities on both sides of the road, a continued sidewalk on the west side, two new traffic signals and landscaped medians. In order to widen the roadway to construct the above mentioned improvements and minimize the amount of grading, a two tiered soil nail retaining wall was designed on the east side of the road adjacent to LVMWD property. A copy of the retaining wall plans are enclosed with this letter (Attachment A).

The current project schedule estimates the construction commencement date to be in June of 2015. It is anticipated that the project will be completed in nine months. A left turn lane into the LVMWD driveway and left turn access to the LVMWD's maintenance road were included into the plans as was previously discussed with the District.

The City would like to initiate a process of getting an approval from the Las Virgenes Municipal Water District for a permanent easement related to the installation of the above mentioned retaining walls, underground soil nails and associated grading.

The proposed soil nail retaining walls which encroach into the LVMWD property and the underground soil nails behind the wall will be installed for their construction. Engineering research conducted prior to design determined that the installation of the soil nails does not conflict with the existing utility locations.

A permanent easement for the parcel with APN No. 4455-025-900, which is owned by Las Virgenes Municipal Water District, is required for:

1. Construction access;
2. Construction and maintenance of soil nails and two associated retaining walls;
3. Slope grading and slope maintenance.

Please see the enclosed Attachment B for the limits of a requested permanent easement.

Please feel free to contact me if you have any questions or need additional information. I appreciate your assistance with this matter.

Sincerely,

Tatiana L. Holden, P.E.
Associate Civil Engineer
Public Works Department
City Of Calabasas
Ph. (818) 224-1674

Attachment A

DESIGN ARRANGEMENTS, PLAN AND CONCEPTS INDICATED OR REPRESENTED BY THIS DOCUMENT ARE THE COPYRIGHTED PROPERTY OF DRS ENGINEERING, AND WERE CREATED, EVOLVED & DEVELOPED EXCLUSIVELY FOR USE ON AND IN CONNECTION WITH THIS PROJECT. NONE OF THE SAID IDEAS, DESIGN ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE, WHATSOEVER, WITHOUT THE WRITTEN PERMISSION OF DRS ENGINEERING. REPRODUCTION AND/OR USE THEREOF IS NOT ALLOWED WITHOUT THE WRITTEN CONSENT OF DRS ENGINEERING.

2013 CBC PERMANENT SHOTCRETE REQUIREMENTS

REQUIREMENTS OF 2013 CALIFORNIA BUILDING CODE SECTION 1910.

1910.1 GENERAL. SHOTCRETE IS MORTAR OR CONCRETE THAT IS PNEUMATICALLY PROJECTED AT HIGH VELOCITY ONTO A SURFACE. EXCEPT AS SPECIFIED IN THIS SECTION, SHOTCRETE SHALL CONFORM TO THE REQUIREMENTS OF THIS CHAPTER FOR PLAIN OR REINFORCED CONCRETE.

1910.2 PROPORTIONS AND MATERIALS. SHOTCRETE PROPORTIONS SHALL BE SELECTED THAT ALLOW SUITABLE PLACEMENT PROCEDURES USING THE DELIVERY EQUIPMENT SELECTED AND SHALL RESULT IN FINISHED IN-PLACE HARDENED SHOTCRETE MEETING THE STRENGTH REQUIREMENTS OF THIS CODE.

1910.3 AGGREGATE. COARSE AGGREGATE, IF USED, SHALL NOT EXCEED 3/4 INCH (19.1 MM).

1910.4 REINFORCEMENT. REINFORCEMENT USED IN SHOTCRETE CONSTRUCTION SHALL COMPLY WITH THE PROVISIONS OF SECTIONS 1910.4.1 THROUGH 1910.4.4.

1910.4.1 SIZE. THE MAXIMUM SIZE OF REINFORCEMENT SHALL BE NO.5 BARS UNLESS IT IS DEMONSTRATED BY PRECONSTRUCTION TESTS THAT ADEQUATE ENCASEMENT OF LARGER BARS WILL BE ACHIEVED.

1910.4.2 CLEARANCE. WHEN NO.5 OR SMALLER BARS ARE USED, THERE SHALL BE A MINIMUM CLEARANCE BETWEEN PARALLEL REINFORCEMENT BARS OF 2 1/2 INCHES (64 MM). WHEN BARS LARGER THAN NO.5 ARE PERMITTED, THERE SHALL BE A MINIMUM CLEARANCE BETWEEN PARALLEL BARS EQUAL TO SIX DIAMETERS OF THE BARS USED. WHEN TWO CURTAINS OF STEEL ARE PROVIDED, THE CURTAIN NEARER THE NOZZLE SHALL HAVE A MINIMUM SPACING EQUAL TO 12 BAR DIAMETERS AND THE REMAINING CURTAIN SHALL HAVE A MINIMUM SPACING OF SIX BAR DIAMETERS. EXCEPTION: SUBJECT TO THE APPROVAL OF THE BUILDING OFFICIAL, REQUIRED CLEARANCES SHALL BE REDUCED WHERE IT IS DEMONSTRATED BY PRECONSTRUCTION TESTS THAT ADEQUATE ENCASEMENT OF THE BARS USED IN THE DESIGN WILL BE ACHIEVED.

1910.4.3 SPLICES. LAP SPLICES OF REINFORCING BARS SHALL UTILIZE THE NON CONTACT LAP SPlice METHOD WITH A MINIMUM CLEARANCE OF 2 INCHES (51 MM) BETWEEN BARS. THE USE OF CONTACT LAP SPLICES NECESSARY FOR SUPPORT OF THE REINFORCING IS PERMITTED WHEN APPROVED BY THE BUILDING OFFICIAL, BASED ON SATISFACTORY PRECONSTRUCTION TESTS THAT SHOW THAT ADEQUATE ENCASEMENT OF THE BARS WILL BE ACHIEVED, AND PROVIDED THAT THE SPlice IS ORIENTED SO THAT A PLANE THROUGH THE CENTER OF THE SPLICED BARS IS PERPENDICULAR TO THE SURFACE OF THE SHOTCRETE.

1910.4.4 SPIRALLY TIED COLUMNS. SHOTCRETE SHALL NOT BE APPLIED TO SPIRALLY TIED COLUMNS.

1910.5 PRECONSTRUCTION TESTS. WHEN REQUIRED BY THE BUILDING OFFICIAL, A TEST PANEL SHALL BE SHOT, CURED, CORED OR SAWN, EXAMINED AND TESTED PRIOR TO COMMENCEMENT OF THE PROJECT. THE SAMPLE PANEL SHALL BE REPRESENTATIVE OF THE PROJECT AND SIMULATE JOB CONDITIONS AS CLOSELY AS POSSIBLE. THE PANEL THICKNESS AND REINFORCING SHALL REPRODUCE THE THICKEST AND MOST CONGESTED AREA SPECIFIED IN THE STRUCTURAL DESIGN. IT SHALL BE SHOT AT THE SAME ANGLE, USING THE SAME NOZZLEMAN AND WITH THE SAME CONCRETE MIX DESIGN THAT WILL BE USED ON THE PROJECT. THE EQUIPMENT USED IN PRECONSTRUCTION TESTING SHALL BE THE SAME EQUIPMENT USED IN THE WORK REQUIRING SUCH TESTING, UNLESS SUBSTITUTE EQUIPMENT IS APPROVED BY THE BUILDING OFFICIAL.

1910.6 REBOUND. ANY REBOUND OR ACCUMULATED LOOSE AGGREGATE SHALL BE REMOVED FROM THE SURFACES TO BE COVERED PRIOR TO PLACING THE INITIAL OR ANY SUCCEEDING LAYERS OF SHOTCRETE. REBOUND SHALL NOT BE USED AS AGGREGATE.

1910.7 JOINTS. EXCEPT WHERE PERMITTED HEREIN, UNFINISHED WORK SHALL NOT BE ALLOWED TO STAND FOR MORE THAN 30 MINUTES UNLESS EDGES ARE SLOPED TO A THIN EDGE. FOR STRUCTURAL ELEMENTS THAT WILL BE UNDER COMPRESSION AND FOR CONSTRUCTION JOINTS SHOWN ON THE APPROVED CONSTRUCTION DOCUMENTS, SQUARE JOINTS ARE PERMITTED. BEFORE PLACING ADDITIONAL MATERIAL ADJACENT TO PREVIOUSLY APPLIED WORK, SLOPING AND SQUARE EDGES SHALL BE CLEANED AND WETTED.

1910.8 DAMAGE. IN-PLACE SHOTCRETE THAT EXHIBITS SAGS, SLOUGHS, SEGREGATION, HONEYCOMBING, SAND POCKETS OR OTHER OBVIOUS DEFECTS SHALL BE REMOVED AND REPLACED. SHOTCRETE ABOVE SAGS AND SLOUGHS SHALL BE REMOVED AND REPLACED WHILE STILL PLASTIC.

1910.9 CURING. DURING THE CURING PERIODS SPECIFIED HEREIN, SHOTCRETE SHALL BE MAINTAINED ABOVE 40°F AND IN MOIST CONDITION.

1910.9.1 INITIAL CURING. SHOTCRETE SHALL BE KEPT CONTINUOUSLY MOIST FOR 24 HOURS AFTER SHOTCRETING IS COMPLETE OR SHALL BE SEALED WITH AN APPROVED CURING COMPOUND.

1910.9.2 FINAL CURING. FINAL CURING SHALL CONTINUE FOR SEVEN DAYS AFTER SHOTCRETING, OR FOR THREE DAYS IF HIGH EARLY-STRENGTH CEMENT IS USED, OR UNTIL THE SPECIFIED STRENGTH IS OBTAINED. FINAL CURING SHALL CONSIST OF THE INITIAL CURING PROCESS OR THE SHOTCRETE SHALL BE COVERED WITH AN APPROVED MOISTURE-RETAINING COVER.

1910.9.3 NATURAL CURING. NATURAL CURING SHALL NOT BE USED IN LIEU OF THAT SPECIFIED IN THIS SECTION UNLESS THE RELATIVE HUMIDITY REMAINS AT OR ABOVE 85 PERCENT, AND IS AUTHORIZED BY THE REGISTERED DESIGN PROFESSIONAL AND APPROVED BY THE BUILDING OFFICIAL.

1910.10 STRENGTH TESTS. STRENGTH TESTS FOR SHOTCRETE SHALL BE MADE BY AN APPROVED AGENCY ON SPECIMENS THAT ARE REPRESENTATIVE OF THE WORK AND WHICH HAVE BEEN WATER SOAKED FOR AT LEAST 24 HOURS PRIOR TO TESTING. WHEN THE MAXIMUM-SIZE AGGREGATE IS LARGER THAN 3/8 INCH (9.5 MM), SPECIMENS SHALL CONSIST OF NOT LESS THAN THREE 3-INCH-DIAMETER (76 MM) CORES OR 3-INCH (76 MM) CUBES. WHEN THE MAXIMUM-SIZE AGGREGATE IS 3/8 INCH (9.5 MM) OR SMALLER, SPECIMENS SHALL CONSIST OF NOT LESS THAN 2-INCH-DIAMETER (51 MM) CORES OR 2-INCH (51 MM) CUBES.

1910.10.1 SAMPLING. SPECIMENS SHALL BE TAKEN FROM THE IN-PLACE WORK OR FROM TEST PANELS, AND SHALL BE TAKEN AT LEAST ONCE EACH SHIFT, BUT NOT LESS THAN ONE FOR EACH 50 CUBIC YARDS (38.2 M³) OF SHOTCRETE.

1910.10.2 PANEL CRITERIA. WHEN THE MAXIMUM-SIZE AGGREGATE IS LARGER THAN 3/8 INCH (9.5 MM), THE TEST PANELS SHALL HAVE MINIMUM DIMENSIONS OF 18 INCHES BY 18 INCHES (457 MM BY 457 MM). WHEN THE MAXIMUM-SIZE AGGREGATE IS 3/8 INCH (9.5 MM) OR SMALLER, THE TEST PANELS SHALL HAVE MINIMUM DIMENSIONS OF 12 INCHES BY 12 INCHES (305 MM BY 305 MM). PANELS SHALL BE SHOT IN THE SAME POSITION AS THE WORK, DURING THE COURSE OF THE WORK AND BY THE NOZZLEMAN DOING THE WORK. THE CONDITIONS UNDER WHICH THE PANELS ARE CURED SHALL BE THE SAME AS THE WORK.

1910.10.3 ACCEPTANCE CRITERIA. THE AVERAGE COMPRESSIVE STRENGTH OF THREE CORES FROM THE IN-PLACE WORK OR A SINGLE TEST PANEL SHALL EQUAL OR EXCEED 0.85 F_c WITH NO SINGLE CORE LESS THAN 0.75 F_c. THE AVERAGE COMPRESSIVE STRENGTH OF THREE CUBES TAKEN FROM THE IN-PLACE WORK OR A SINGLE TEST PANEL SHALL EQUAL OR EXCEED F_c WITH NO INDIVIDUAL CUBE LESS THAN 0.88 F_c TO CHECK ACCURACY. LOCATIONS REPRESENTED BY ERRATIC CORE OR CUBE STRENGTHS SHALL BE RETESTED.

ADDITIONAL PERMANENT SHOTCRETE REQUIREMENTS

SHOTCRETE SHALL BE APPLIED BY AN EXPERIENCED NOZZLEMAN WHOSE QUALIFICATIONS MEET THE MINIMUM REQUIREMENTS AS SET FORTH IN ACI 506R-05.

EXCEPT AS OTHERWISE INDICATED HEREIN, SHOTCRETE SHALL CONFORM TO THE REQUIREMENTS OF ACI 506R-05

SUBMIT MIX DESIGN TO ENGINEER FOR APPROVAL MAXIMUM SLUMP: 2 1/2" NO ADMIXTURES SHALL BE USED WITHOUT THE APPROVAL OF THE ENGINEER.

THE MIXING TIME FOR MATERIALS DELIVERED BY READY-MIX TRUCKS TO THE JOB SITE SHALL NOT EXCEED TWO HOURS OR 250 REVOLUTIONS OF THE DRUM, WHICHEVER COMES FIRST

ALL REINFORCEMENT SHALL BE CLEAN AND FREE FROM LOOSE MILL SCALE, LOOSE RUST, OIL OR OTHER COATING INTERFERING WITH BOND.

THICKNESS AND REINFORCEMENT COVER TOLERANCES: DESIGN CONCRETE THICKNESS AND CONCRETE COVER OVER REINFORCEMENT IS SHOWN ON THE DRAWINGS. MINIMUM TOLERANCES FOR IN-PLACE THICKNESS SHALL BE MINUS 0.5 INCH. MINUS TOLERANCE ON COVER SHALL BE 0.5 INCH.

SPECIAL INSPECTIONS

SPECIAL INSPECTIONS ARE REQUIRED PER CHAPTER 17 OF THE CALIFORNIA BUILDING CODE. THE TABLES BELOW INDICATE THE POSSIBLE SPECIAL INSPECTIONS REQUIRED.

SPECIAL INSPECTIONS ARE NOT A SUBSTITUTE FOR INSPECTION BY A CITY INSPECTOR. SPECIALLY INSPECTED WORK INSTALLED OR COVERED WITHOUT THE APPROVAL OF THE CITY INSPECTOR IS SUBJECT TO REMOVAL OR EXPOSURE.

THE DEPUTY INSPECTOR MUST BE APPROVED BY RELEVANT AGENCY IN ADVANCE IN ORDER TO PERFORM THE TYPES OF INSPECTION SPECIFIED

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SCHEDULE THE TIME WITH THE DEPUTY INSPECTOR OR INSPECTION AGENCY PRIOR TO PERFORMING ANY WORK THAT REQUIRES SPECIAL INSPECTION.

SPECIAL INSPECTION REPORTS SHALL BE SUBMITTED TO THE BUILDING DIVISION FOR APPROVAL PRIOR TO CITY INSPECTOR APPROVAL OF THAT WORK.

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD ^a	IRC REFERENCE
1. Material verification of cold-formed steel deck:				
a. Identification markings to conform to ASTM standards specified in the approved construction documents.	—	X	Applicable ASTM material standards	
b. Manufacturer's certified test reports.	—	X		
2. Inspection of welding:				
a. Cold-formed steel deck:				
1) Floor and roof deck welds.	—	X	AWS D1.3	
b. Reinforcing steel:				
1) Verification of weldability of reinforcing steel other than ASTM A 706.	—	X		
2) Reinforcing steel resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special structural walls of concrete and shear reinforcement.		X	AWS D1.4 ACI 318: Section 3.5.2	
3) Shear reinforcement.		X		
4) Other reinforcing steel.	—	X		

For SI: 1 inch = 25.4 mm.
a. Where applicable, see also Section 1705.11, Special inspections for seismic resistance.

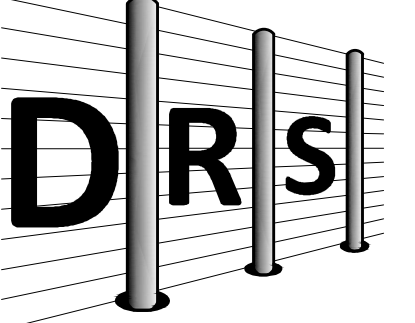
VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD ^a	IRC REFERENCE
1. Inspection of reinforcing steel, including prestressing tendons, and placement.	—	X	ACI 318: 3.5, 7.1-7.7	1910.4
2. Inspection of reinforcing steel welding in accordance with Table 1705.2.2, Item 2b.	—	—	AWS D1.4 ACI 318: 3.5.2	—
3. Inspection of anchors cast in concrete where allowable loads have been increased or where strength design is used.	—	X	ACI 318: 8.1.3, 21.2.8	1908.5, 1909.1
4. Inspection of anchors post-installed in hardened concrete members ^b .	—	X	ACI 318: 3.8.6, 8.1.3, 21.2.8	1909.1
5. Verifying use of required design mix.	—	X	ACI 318: Ch. 4, 5.2-5.4	1904.2, 1910.2, 1910.3
6. At the time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	X	—	ASTM C 172 ASTM C 31 ACI 318: 5.6, 5.8	1910.10
7. Inspection of concrete and shotcrete placement for proper application techniques.	X	—	ACI 318: 5.9, 5.10	1910.6, 1910.7, 1910.8
8. Inspection for maintenance of specified curing temperature and techniques.	—	X	ACI 318: 5.11-5.13	1910.9
9. Inspection of prestressed concrete:				
a. Application of prestressing forces.	X	—	ACI 318: 18.20	—
b. Grouting of bonded prestressing tendons in the seismic force-resisting system.	X	—	ACI 318: 18.18.4	—
10. Erection of precast concrete members.	—	X	ACI 318: Ch. 16	—
11. Verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.	—	X	ACI 318: 6.2	—
12. Inspect formwork for slope, location and dimensions of the concrete member being formed.	—	X	ACI 318: 6.1.1	—

For SI: 1 inch = 25.4 mm.
a. Where applicable, see also Section 1705.11, Special inspections for seismic resistance.
b. Specific requirements for special inspection shall be included in the research report for the anchor issued by an approved source in accordance with ACI 308.2 or other qualification procedures. Where specific requirements are not provided, special inspection requirements shall be specified by the registered design professional and shall be approved by the building official prior to the commencement of the work.

VERIFICATION AND INSPECTION TASK	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	—	X
2. Verify excavations are extended to proper depth and have reached proper material.	—	X
3. Perform classification and testing of compacted fill materials.	—	X
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	X	—
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	—	X

VERIFICATION AND INSPECTION TASK	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. Verify element materials, sizes and lengths comply with the requirements.	X	—
2. Determine capacities of test elements and conduct additional load tests, as required.	X	—
3. Observe driving operations and maintain complete and accurate records for each element.	X	—
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	X	—
5. For steel elements, perform additional inspections in accordance with Section 1705.2.	—	—
6. For concrete elements and concrete-filled elements, perform additional inspections in accordance with Section 1705.3.	—	—
7. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge.	—	—

VERIFICATION AND INSPECTION TASK	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. Observe drilling operations and maintain complete and accurate records for each element.	X	—
2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity. Record concrete or grout volumes.	X	—
3. For concrete elements, perform additional inspections in accordance with Section 1705.3.	—	—



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PROJECT NAME

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CA 91302

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PERMANENT SOIL NAIL WALLS

NOTES



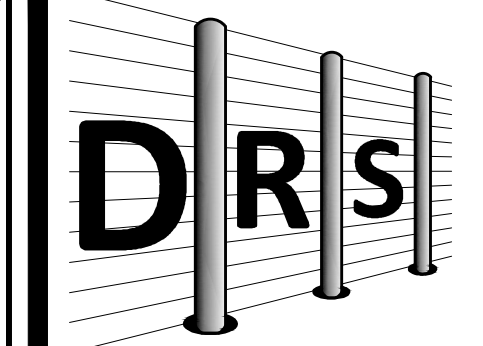
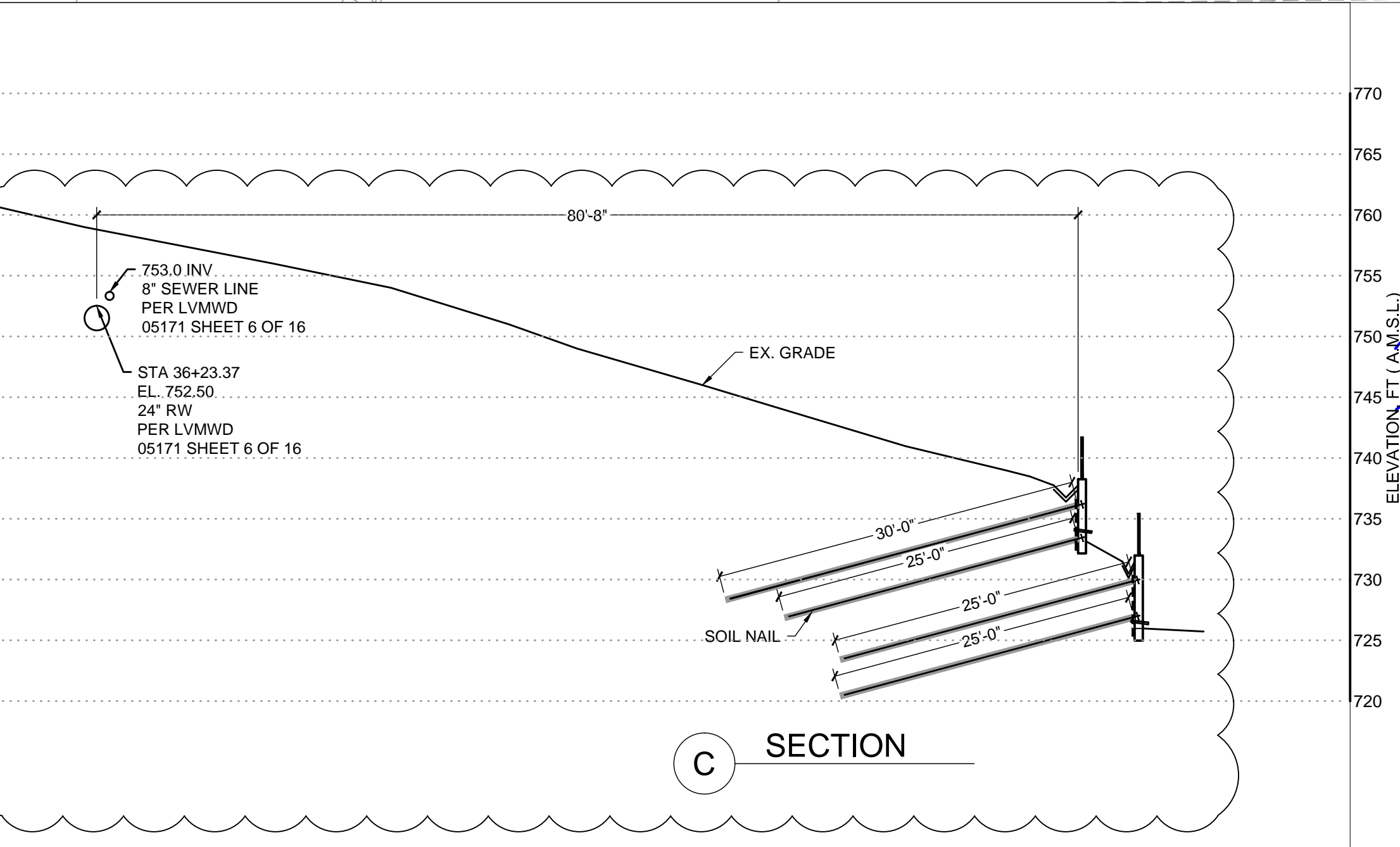
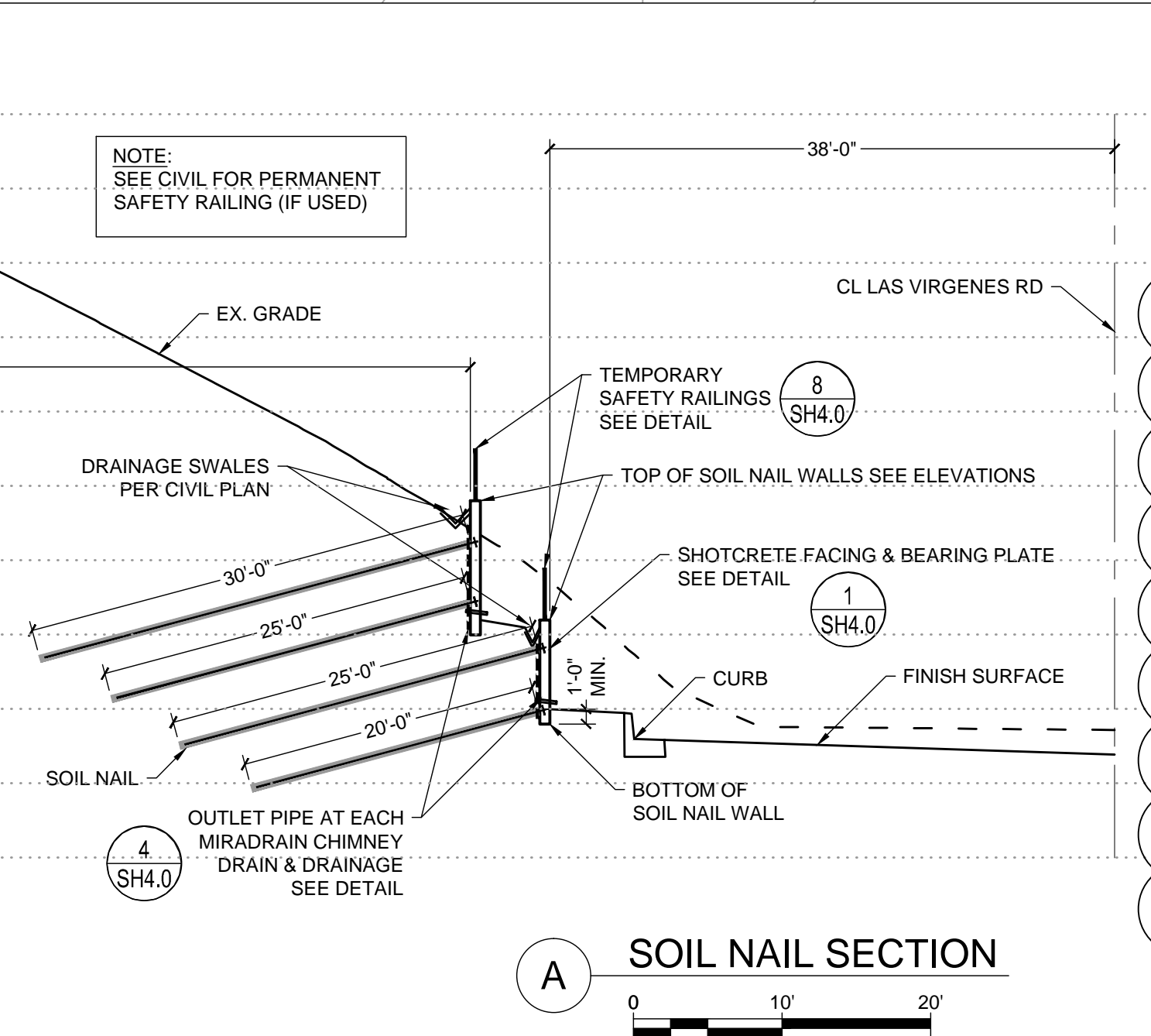
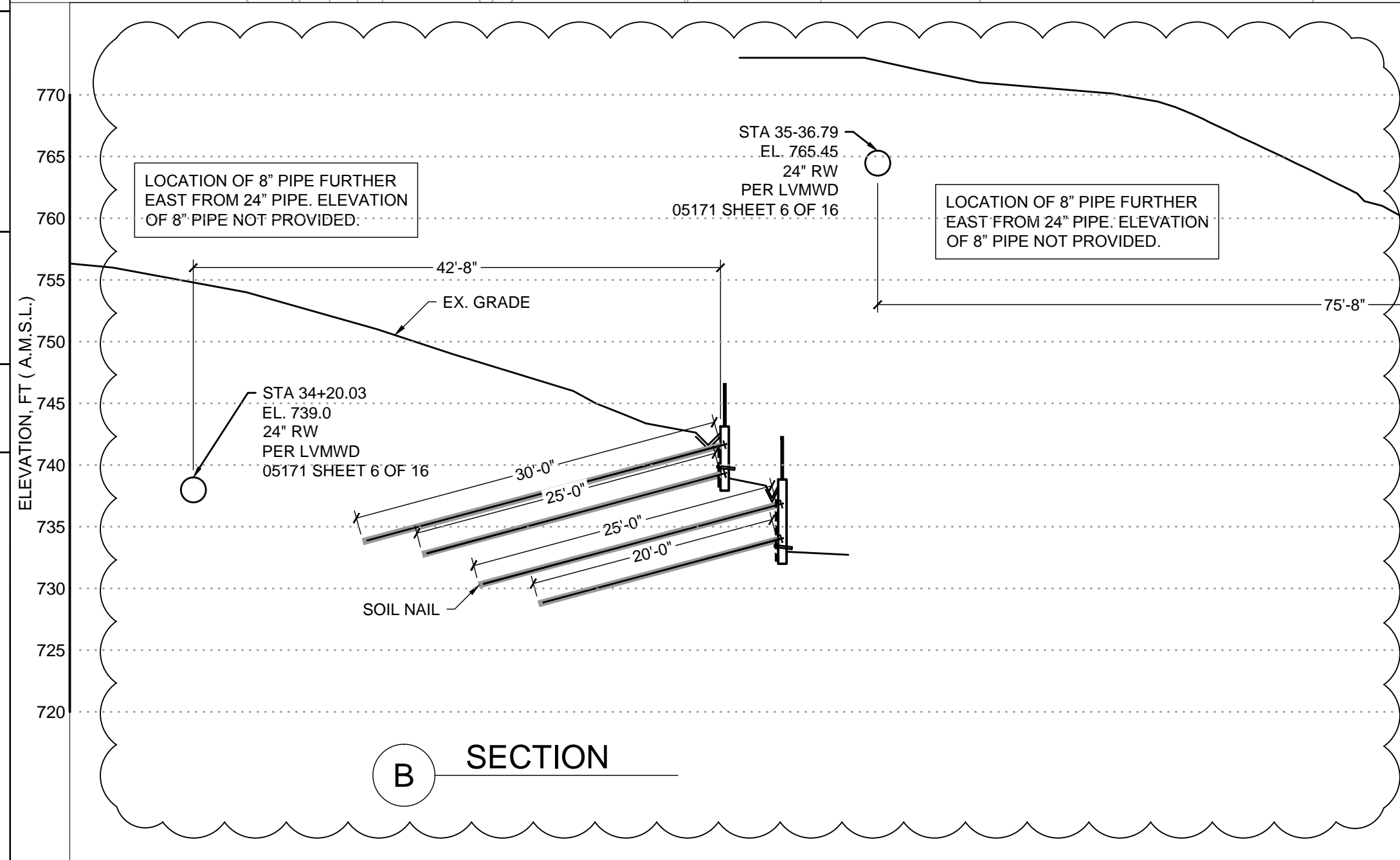
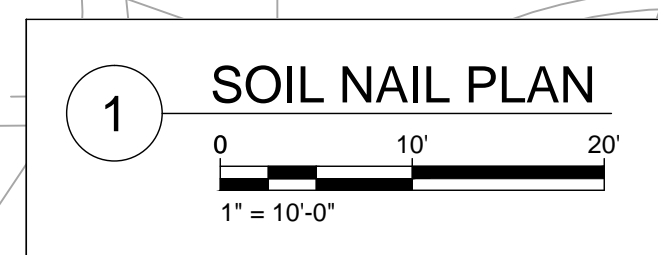
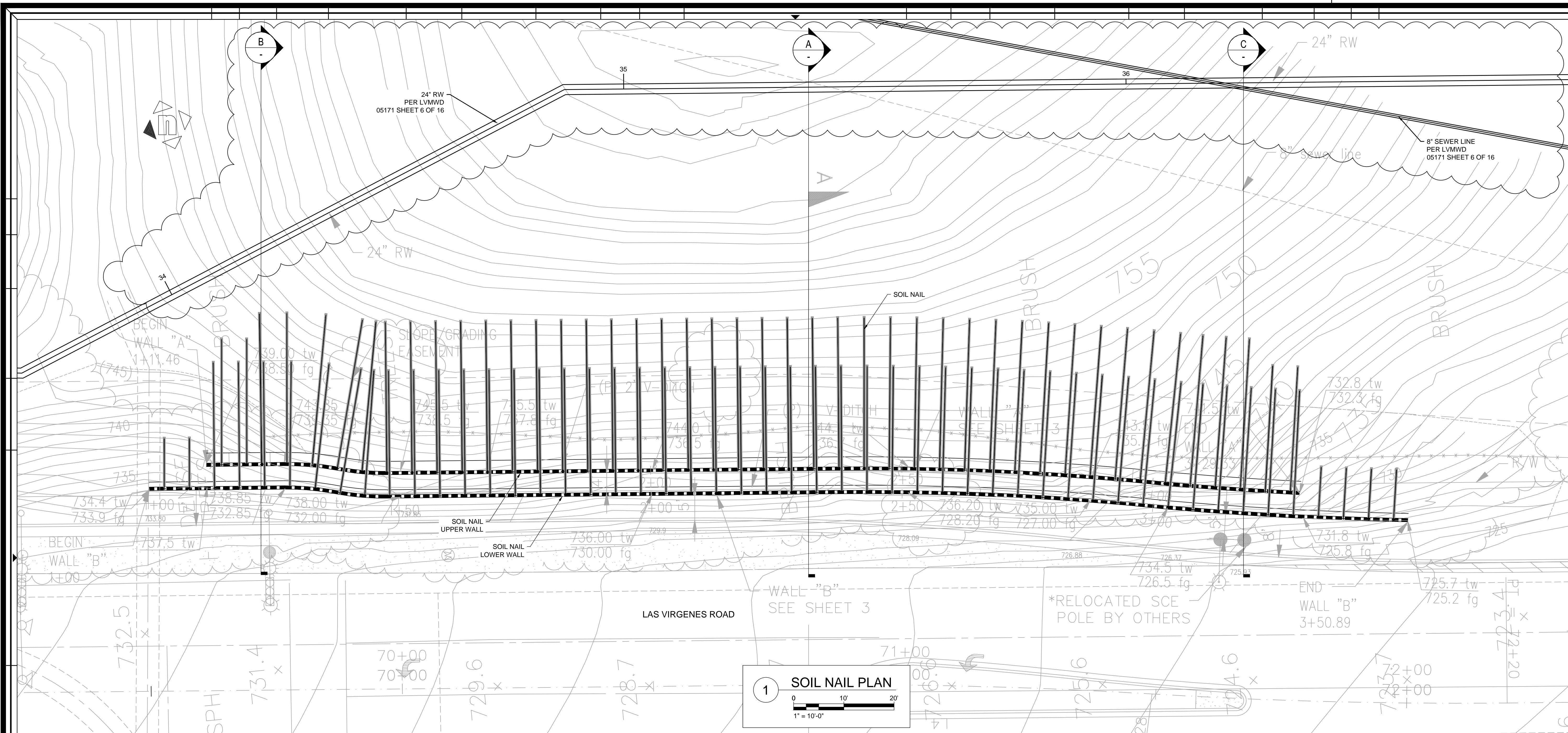
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1	Plan Check Corrections	03.19.15

PROJECT No. **2015-06**

DATE **02-24-2015**
DRAWN **DRS - ODO**
CHECKED **DRS**
SCALE **AS SHOWN**

SHEET No. **SH-1.1**

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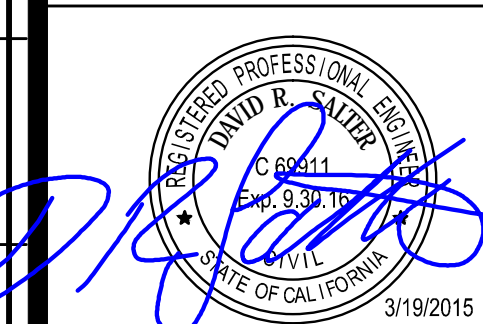
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PERMANENT SOIL NAIL WALLS

PLAN



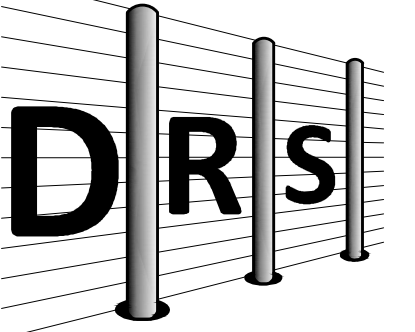
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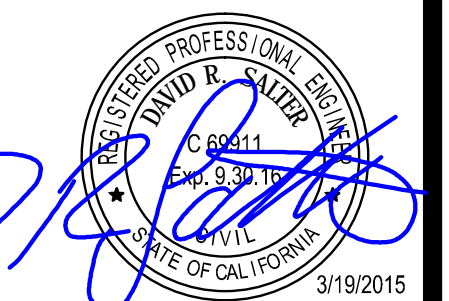
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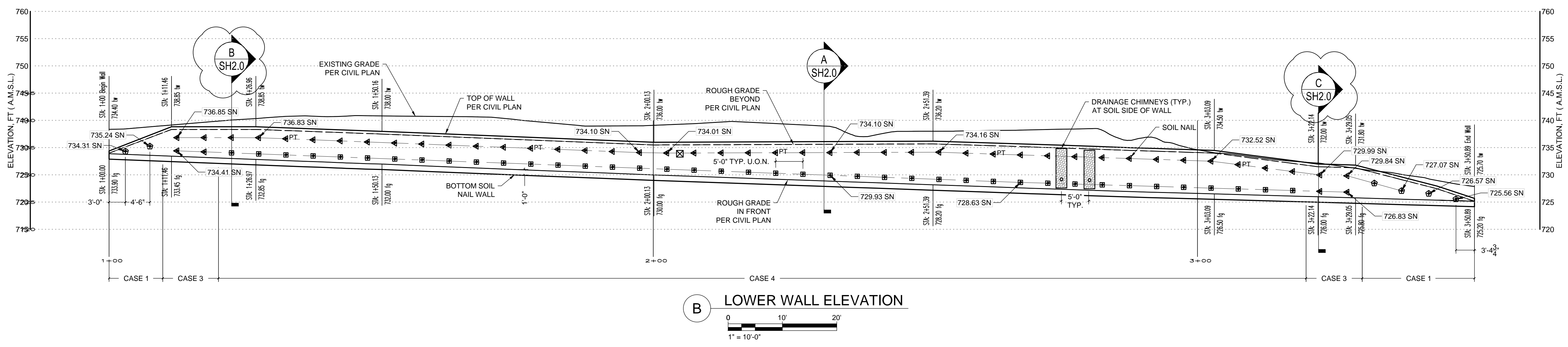
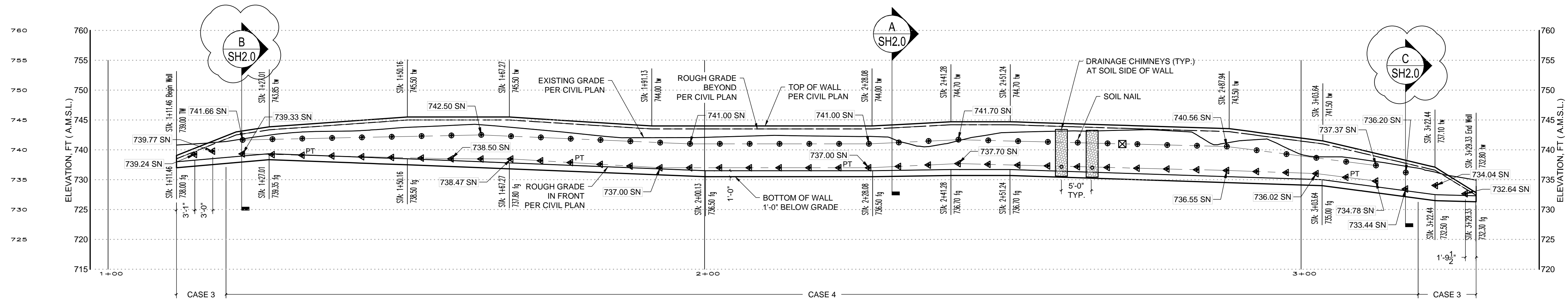
PERMANENT SOIL NAIL WALLS

PLAN

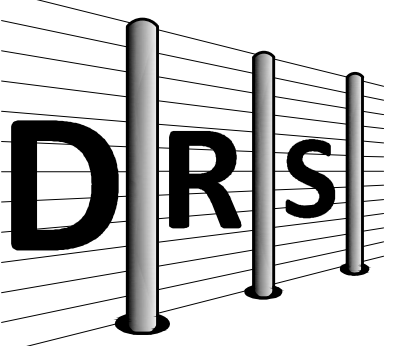


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PROJECT No.	2015-06
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SCALE	AS SHOWN
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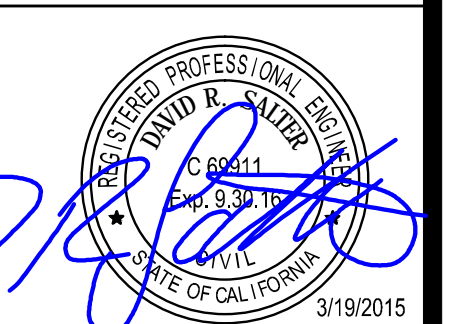


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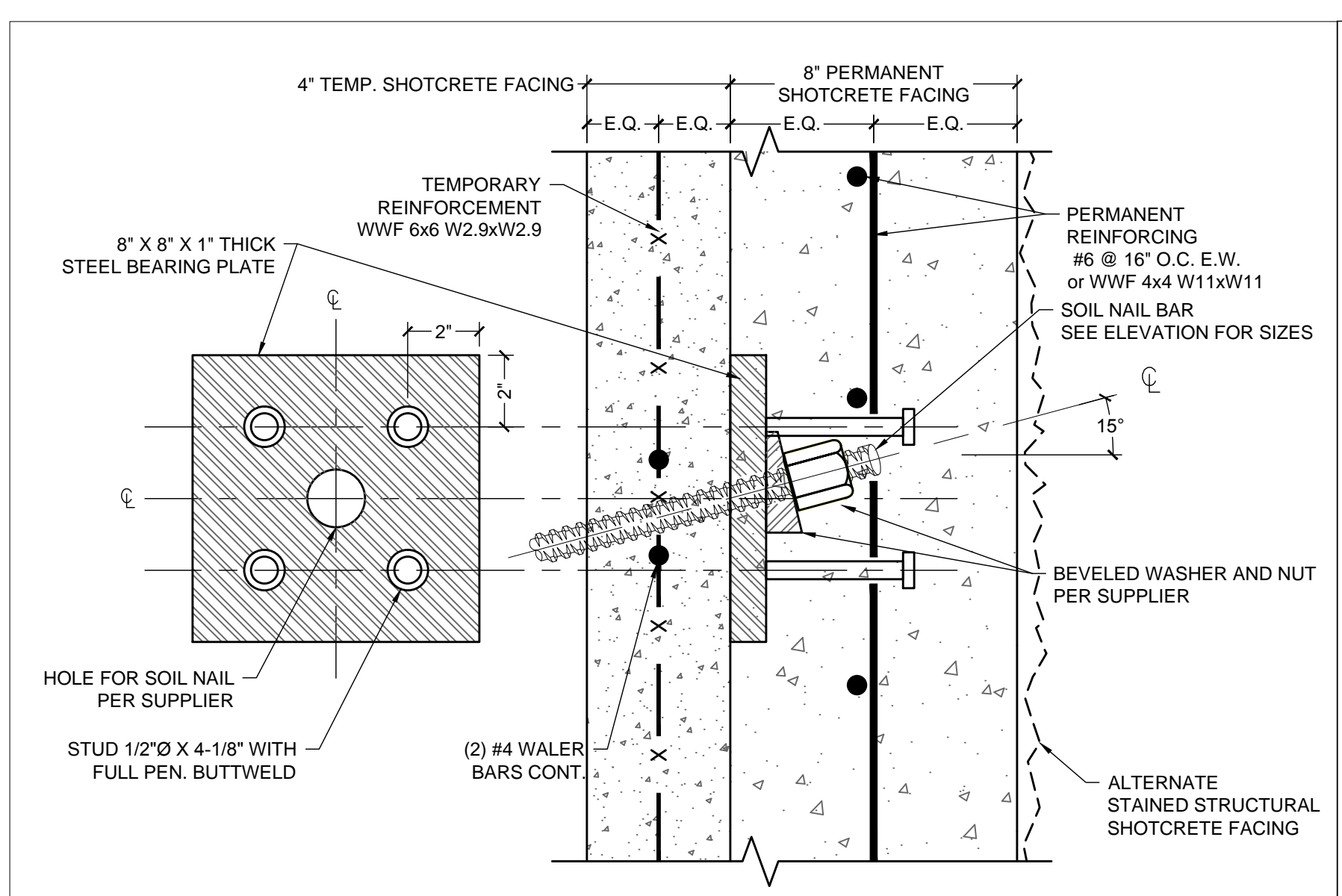
**PERMANENT SOIL NAIL WALLS
 DETAILS**



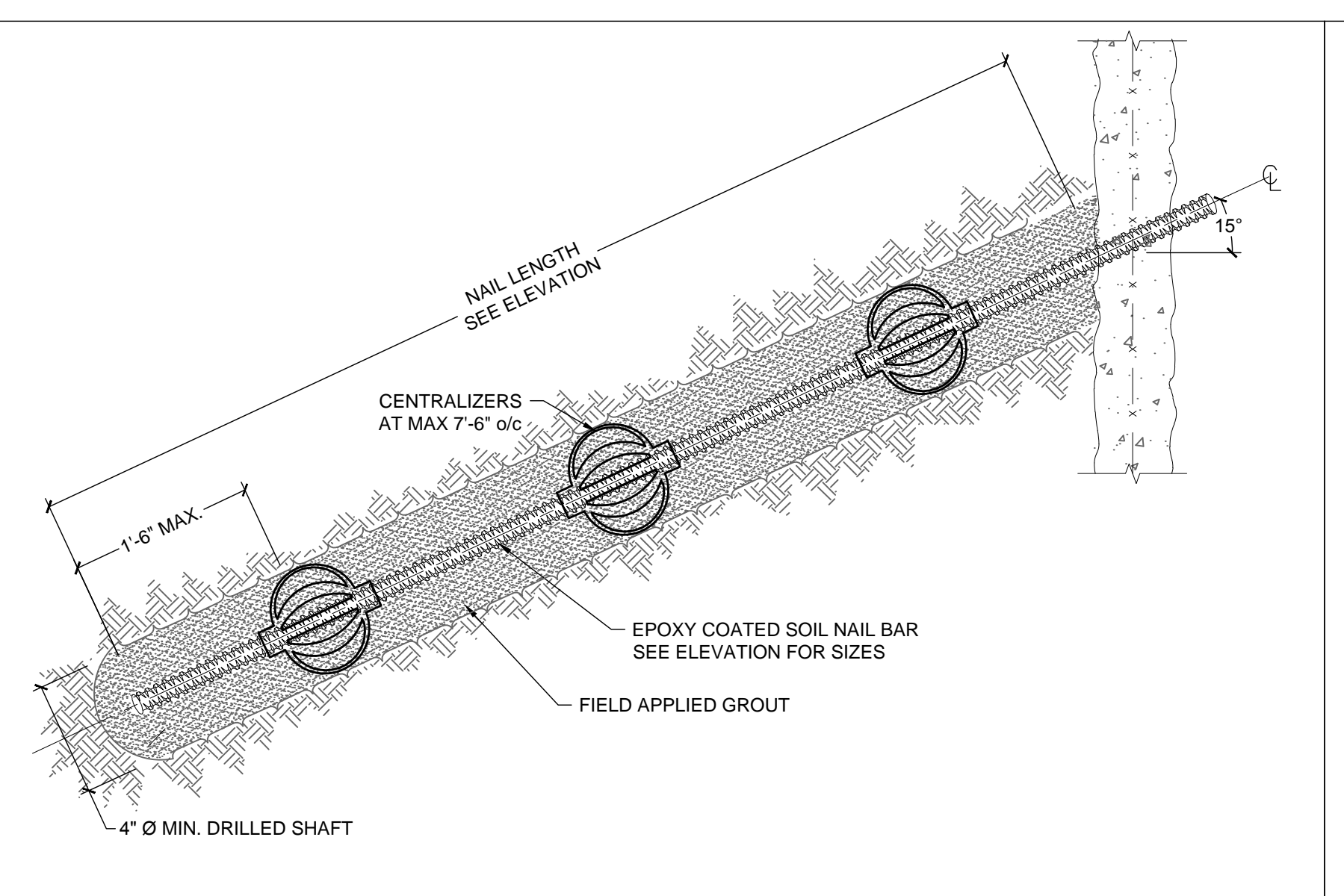
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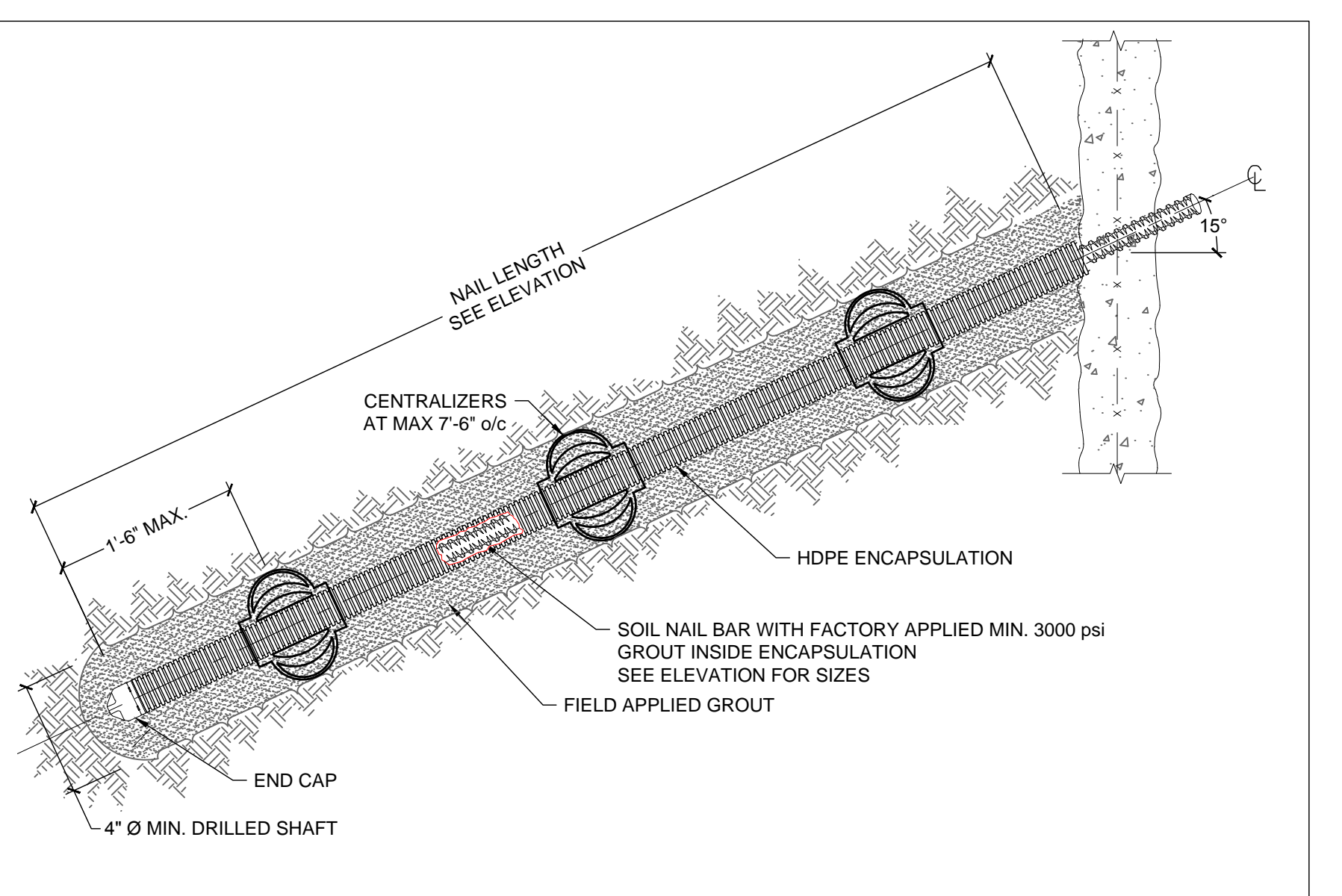
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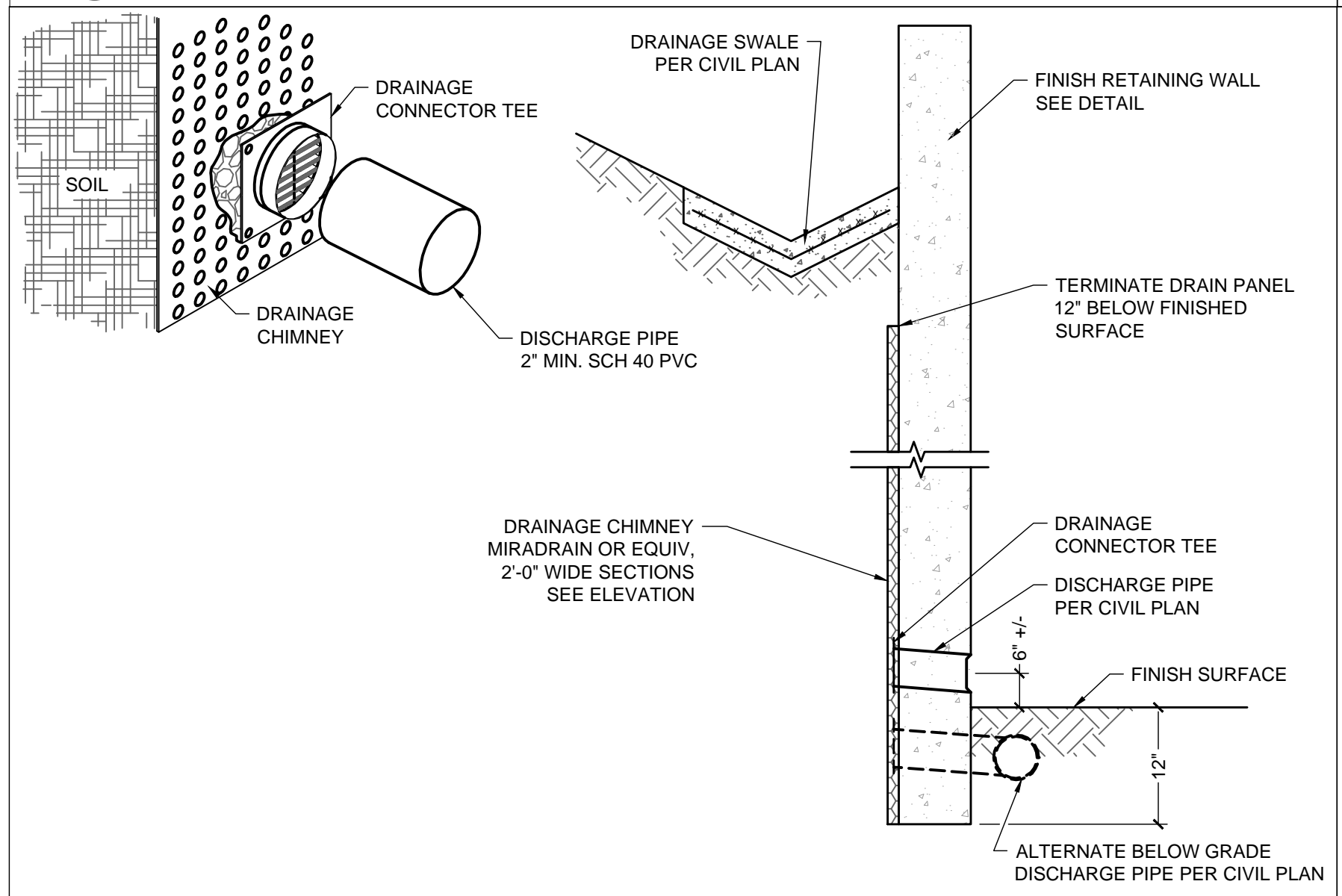
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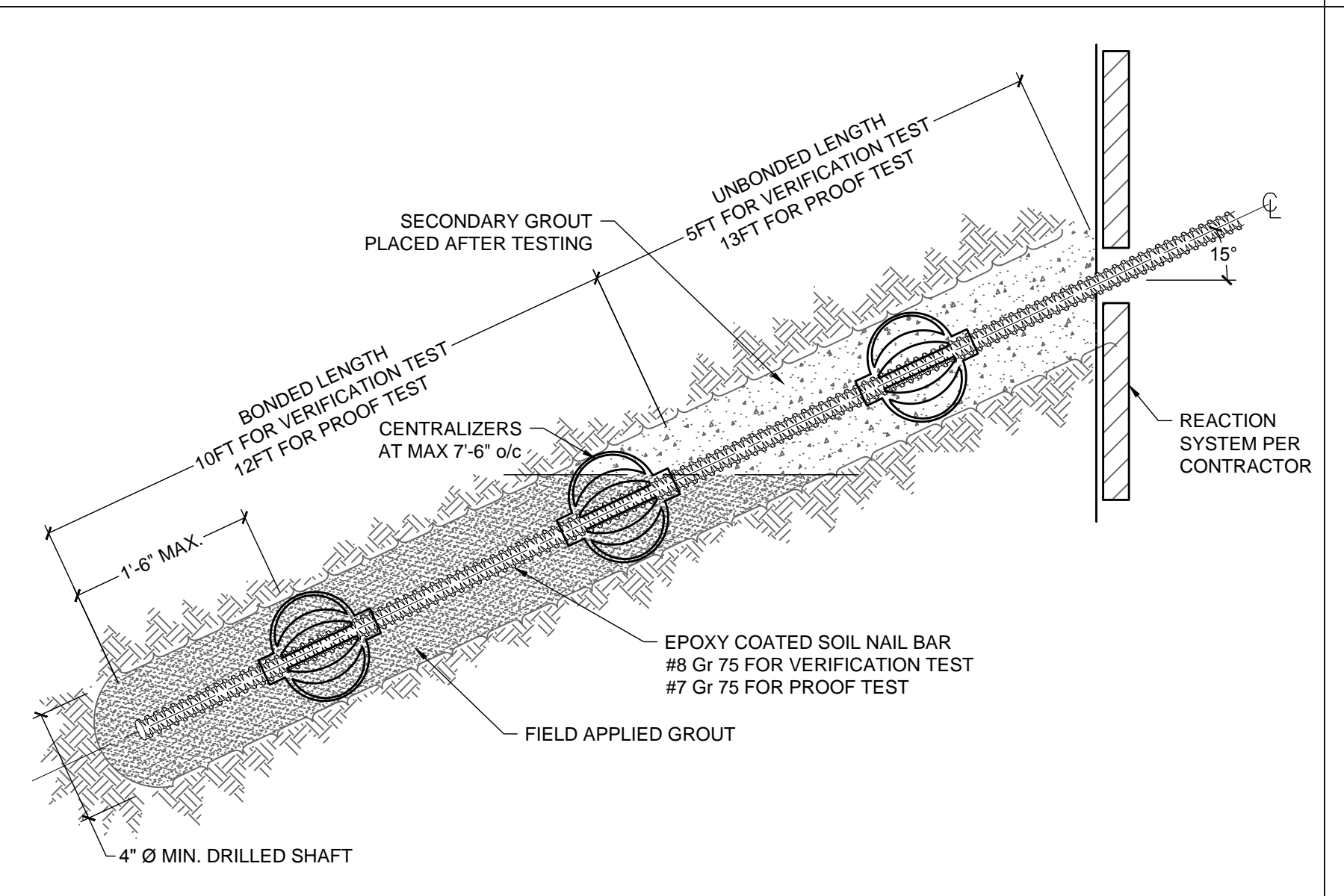
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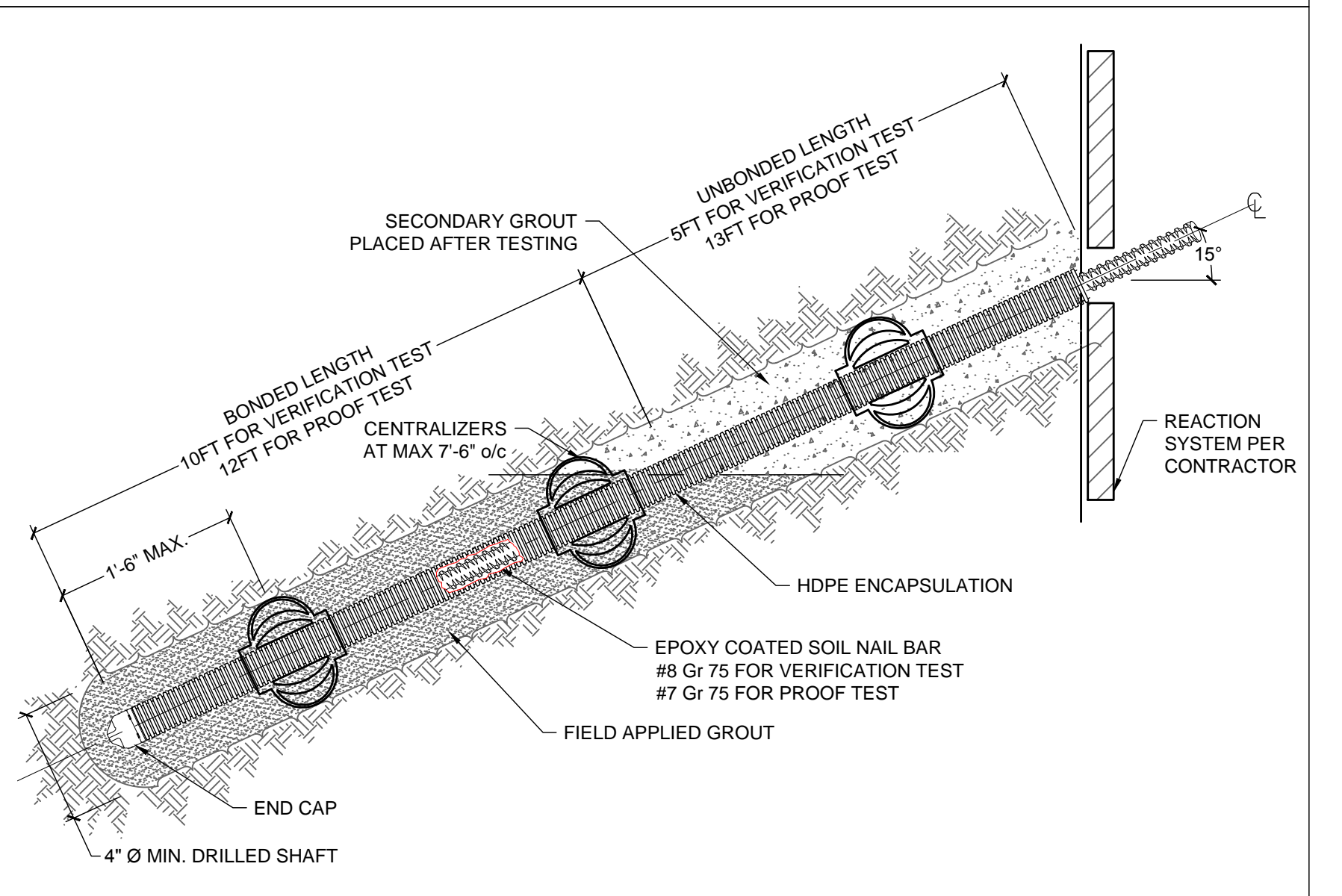
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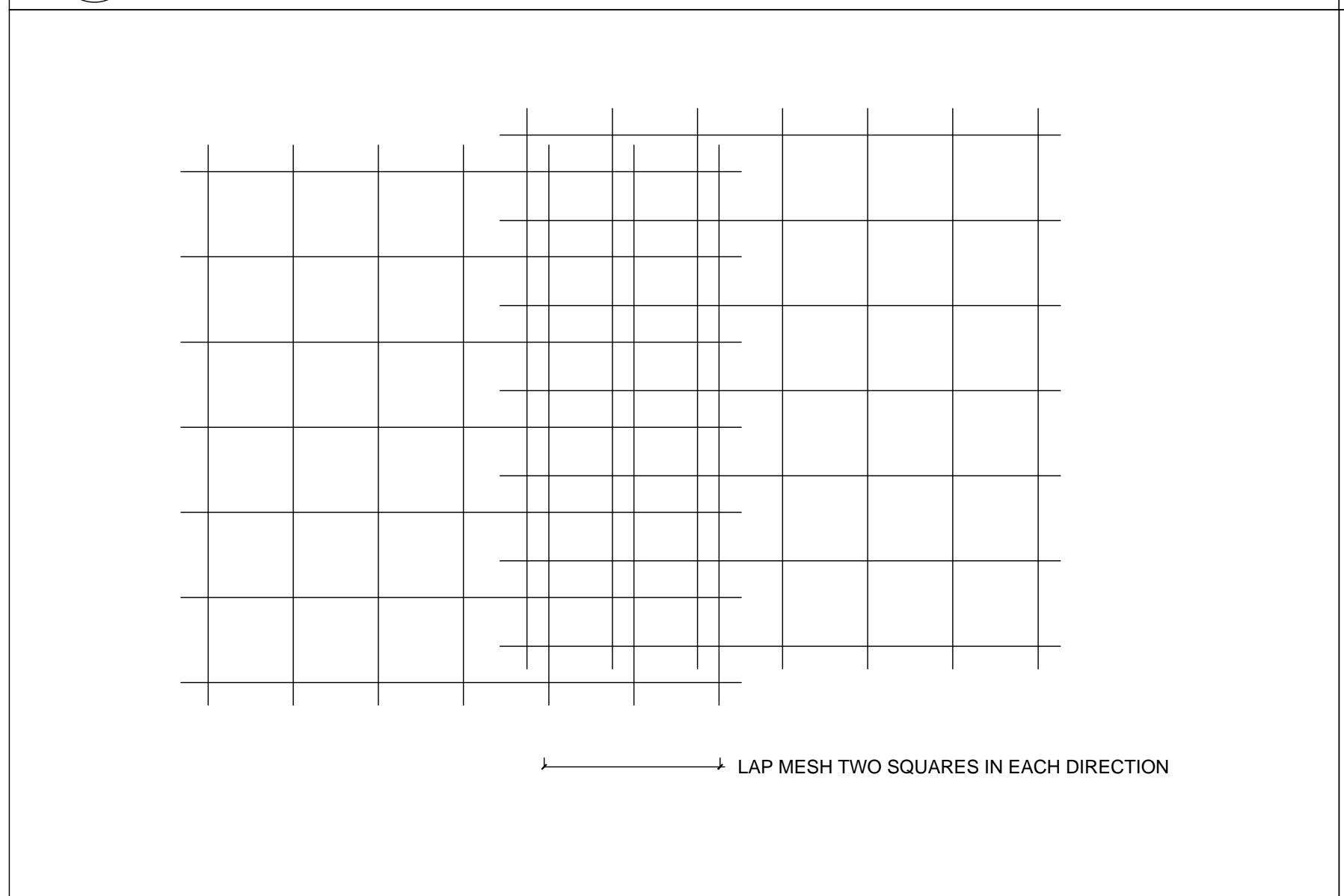
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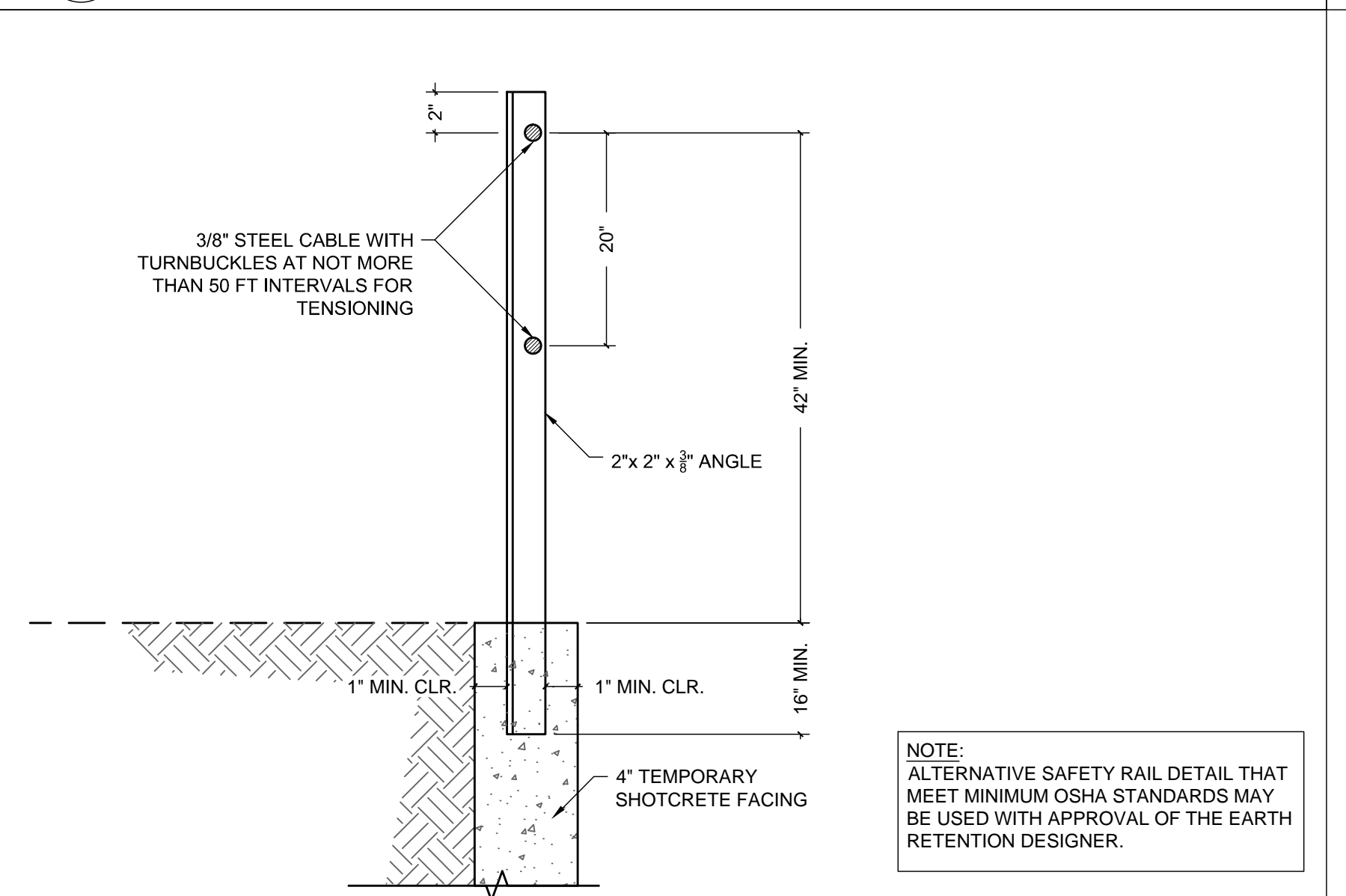
5 VERIFICATION & PROOF TEST SOIL NAIL EPOXY COATED
 Scale: N.T.S.



6 VERIFICATION & PROOF TEST SOIL NAIL HDPE ENCAPSULATED (ALTERNATE)
 Scale: N.T.S.



7 WWF SPLICE DETAIL
 Scale: N.T.S.



8 TEMPORARY SAFETY RAIL ON SOIL NAIL WALL
 Scale: N.T.S.

NOTE:
 ALTERNATIVE SAFETY RAIL DETAIL THAT MEET MINIMUM OSHA STANDARDS MAY BE USED WITH APPROVAL OF THE EARTH RETENTION DESIGNER.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 28, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DR. GARY J. LYSIK, CHIEF FINANCIAL OFFICER

SUBJECT: ADOPTION OF RESOLUTION NO. 2015-1474, APPROVING THE OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR JULY 1, 2015 THROUGH JUNE 30, 2017, PROVIDING FOR THE APPROPRIATIONS AND EXPENDITURES FOR ALL SUMS SET FORTH IN SAID BUDGET; AND ADOPTION OF RESOLUTION NO. 2015-1473, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-16.

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

Staff recommends that Council adopt Resolution No. 2015-1474, approving the 2015-16 and 2016-17 budget; and Resolution No. 2015-1473, establishing the Appropriations Limit for fiscal year 2015-16.

BACKGROUND:

Resolution 2015-1474:

The Detailed Budget Report (Attachment) incorporates City Council modifications to the budget presentation dated August 26, 2015. Following adoption of Resolution 2015-1474, the Biennial Budget and Capital Improvement Plan for Fiscal Years 2015-16 and 2016-17 will be distributed.

Resolution 2015-1473:

In November 1979, the California voters passed Proposition 4 (Article XIII B – “Gann Limit”), which places a ceiling on the amount a local government can spend from "the proceeds of taxation." This limit is known as "the Gann Limit" and for Calabasas, is based on 1992-93 tax expenditures and was adjusted annually for inflation and population growth. According to the Revenue and Taxation Code, Section 7910, local governments must establish its appropriations limit by resolution each year at a regularly scheduled meeting or a noticed special meeting.

As a result of Proposition 111, the City is required to choose between two annual inflation factors and two population growth factors for the establishment of the Limit. The choice offered for the annual inflation factor is the greater of (1) the growth in California per capita income, or (2) the growth in non-residential assessed valuation due to new construction within the City. This year, the calculation was based on the growth in California per capita income at 3.82%.

The choice offered for the annual population growth factor is the greater of the growth in City or County population. Based on growth rates for both the City of Calabasas and the County of Los Angeles provided by the California Department of Finance, the appropriation limit was calculated using the City of Calabasas' population growth factor of 1.08%

The application of the annual growth factors to the 2014-15 limit resulted in a 2015-16 limit of \$27,187,711.

CITY OF CALABASAS			
GANN APPROPRIATIONS LIMIT CALCULATION WORKSHEET			
2015-2016			
PRIOR YEAR'S LIMIT	(A)		\$25,907,863
PRICE FACTOR	(B)		1.0382
POPULATION FACTOR	(C)		<u>1.0108</u>
ANNUAL COMBINED ADJ FACTOR:	(D)	(B) x (C)	1.0494
ANNUAL ADJUSTMENT	(E)		<u>1,279,848</u>
CURRENT YEAR LIMIT	(F)	(A) x (D)	\$27,187,711

The amount in the City's 2015-16 budget subject to the Limit (net proceeds of taxes) totals \$14,981,800. This amount is well within the required limit:

2015-16 Appropriation Limit	\$27,187,711
2015-16 Appropriations Subject to Limit	<u>(14,981,800)</u>
Amount Under Limit:	\$12,205,911

REQUESTED ACTION:

Adopt Resolution No. 2015-1474 approving the Operating and Capital Improvement Budget from July 1, 2015 through June 30, 2017, providing for the appropriations and expenditures for all sums set forth in said budget and repealing all resolutions in conflict herewith; and Adopt Resolution No. 2015-1473 establishing the appropriations limit for fiscal year 2015-16.

ATTACHMENTS:

- A: Detailed Budget FY 2015-16 & 2016-17
- B: Resolution No. 2015-1473
- C: Resolution No. 2015-1474

Detailed Budget FY 2015-16 & 2016-17

		<u>2015-16</u>	<u>2016-17</u>
		<u>Budget</u>	<u>Budget</u>
Fund: 10 - General Fund			
Revenue			
<u>Division: 000 - Revenue</u>			
10 - 000 - 401000	Property Tax	3,211,500.00	3,275,700.00
10 - 000 - 402000	Sales and Use Tax	6,196,900.00	6,320,800.00
10 - 000 - 403001	Franchise Fee Time Warner CP	127,000.00	129,000.00
10 - 000 - 403002	Franchise Fee TimeWarnSaratoga	96,000.00	98,000.00
10 - 000 - 403003	Franchise Fee Charter	86,000.00	88,000.00
10 - 000 - 403010	Franchise Fee - Edison	421,400.00	421,400.00
10 - 000 - 403020	Franchise Fee - Gas	88,300.00	88,300.00
10 - 000 - 404000	Transfer Tax	218,300.00	222,700.00
10 - 000 - 405000	Transient Occupancy Tax	1,691,200.00	1,725,000.00
10 - 000 - 406001	Utility Tax - Electric	1,965,900.00	2,005,200.00
10 - 000 - 406002	Utility Tax - Gas	300,600.00	306,600.00
10 - 000 - 406003	Utility Tax-Telecommunications	1,030,400.00	1,051,000.00
10 - 000 - 411000	Building Fees	458,300.00	467,500.00
10 - 000 - 411010	Planning Fees	815,800.00	832,100.00
10 - 000 - 411020	Engineering Fees	151,100.00	154,100.00
10 - 000 - 414000	Misc Permits & Fees	30,000.00	30,000.00
10 - 000 - 414001	Film Permits	18,800.00	19,200.00
10 - 000 - 414100	Bid & Plan	4,200.00	4,300.00
10 - 000 - 416300	Property Damage/Loss Reimburse	31,400.00	32,000.00
10 - 000 - 421000	Fines and Forfeitures	90,000.00	90,000.00
10 - 000 - 422000	False Alarm Fines	1,000.00	1,000.00
10 - 000 - 431000	Vehicle License Fee	2,144,300.00	2,187,200.00
10 - 000 - 431100	Las Virgenes Parking Admin	125,500.00	128,000.00
10 - 000 - 432500	Consolidated Election	31,600.00	0.00
10 - 000 - 440001	De Anza Court Rental	15,000.00	15,000.00
10 - 000 - 440002	De Anza Picnic Rental	4,300.00	4,400.00
10 - 000 - 440003	Facility Rental - De Anza	18,500.00	19,000.00
10 - 000 - 440005	De Anza Vending Machine	2,400.00	2,400.00
10 - 000 - 440010	Little Learners Program	79,400.00	79,400.00
10 - 000 - 440900	Loan Receipt	4,400.00	4,500.00
10 - 000 - 441000	Interest Income	260,000.00	271,000.00
10 - 000 - 441503	Facility Rental - AC Stelle	45,000.00	45,500.00
10 - 000 - 441506	AC Stelle Sports Leagues	34,200.00	35,000.00
10 - 000 - 442000	Miscellaneous	24,000.00	24,000.00
10 - 000 - 442004	Misc - CFD Admin Fees	66,400.00	66,500.00
10 - 000 - 442100	Reimbursement for Sheriff Svc	55,200.00	56,300.00
10 - 000 - 442110	De Anza Event Insurance	28,400.00	28,500.00
10 - 000 - 445001	Creekside PreSchool Registrati	880,000.00	900,000.00
10 - 000 - 445004	Creekside Classes	900.00	900.00
10 - 000 - 445005	Facility Rental - Creekside	300.00	300.00
10 - 000 - 445100	Facility Rental - Gates Cyn	7,200.00	7,500.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget	
10 - 000 - 445200	Facility Rental - Grape Arbor	6,800.00	6,800.00
10 - 000 - 445300	Facility Rental - Civic Center	8,000.00	9,000.00
10 - 000 - 446000	De Anza Recreation ProgramFees	170,000.00	172,000.00
10 - 000 - 446001	De Anza Youth Sport Leagues	117,000.00	117,500.00
10 - 000 - 446003	De Anza Senior Programming	125,000.00	175,000.00
10 - 000 - 446005	4th of July Revenue	30,000.00	30,000.00
10 - 000 - 446006	Facility Rental - AE Wright	14,000.00	15,000.00
10 - 000 - 446007	AE Wright Sport Leagues	40,000.00	40,000.00
10 - 000 - 446009	Pumpkin Festival	68,700.00	70,000.00
10 - 000 - 446011	Recreation Processing Fees	1,000.00	1,000.00
10 - 000 - 446030	Calabasas Fine Arts Festival	40,000.00	40,000.00
10 - 000 - 446201	Senior Center Rentals	0.00	20,000.00
10 - 000 - 446203	Senior Center Program Fees	0.00	63,000.00
10 - 000 - 446400	Lease Income	151,200.00	153,400.00
10 - 000 - 446602	Donations - ADA Playground	5,000.00	5,000.00
10 - 000 - 446702	Scanning Fees	17,500.00	17,900.00
10 - 000 - 449100	Code Enforcement Reimbursement	1,000.00	1,000.00
10 - 000 - 449601	E.G. Access Fee Time Warner CP	53,200.00	54,200.00
10 - 000 - 449602	E.G. Access Fee TimeWarnSaratg	51,500.00	52,500.00
10 - 000 - 449603	E.G. Access Fee Charter	9,400.00	9,600.00
10 - 000 - 484003	Refunds - De Anza Park	(2,700.00)	(2,800.00)
10 - 000 - 484007	Refunds - Youth Sports Leagues	(2,200.00)	(2,200.00)
10 - 000 - 490014	Transfer in AB 939	34,400.00	35,100.00
10 - 000 - 490029	Transfer in Transit	96,900.00	98,800.00
10 - 000 - 490039	Transfer in Measure R Trans	200,000.00	200,000.00
		22,096,800.00	22,619,100.00
Total Fund 10 Revenue		22,096,800.00	22,619,100.00
 Expenditures			
<u>Division: 111 - Legislation & Policy</u>			
10 - 111 - 522100	Special Dept. Supplies	5,300.00	5,300.00
10 - 111 - 522113	Special Dept Sup- J Bozajian	5,000.00	5,000.00
10 - 111 - 522114	Special Dept Sup- MS Maurer	5,000.00	5,000.00
10 - 111 - 522116	Special Dept Sup- F Gaines	5,000.00	5,000.00
10 - 111 - 522117	Special Dept Sup- L Martin	5,000.00	5,000.00
10 - 111 - 522118	Special Dept Sup- D Shapiro	5,000.00	5,000.00
10 - 111 - 522600	Dues and Memberships	26,800.00	26,800.00
10 - 111 - 527000	Business Meeting & Conference	15,000.00	15,000.00
		72,100.00	72,100.00
<u>Division: 112 - Boards & Commissions</u>			
10 - 112 - 525200	Contractual Services	4,600.00	4,700.00
10 - 112 - 527000	Business Meeting & Conference	2,000.00	2,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
	6,600.00	6,700.00
<u>Division: 121 - Legal</u>		
10 - 121 - 525010 Contractual Svcs-Gen'l Matter	195,800.00	199,700.00
10 - 121 - 525011 Contractual Svcs-HR Matters	50,000.00	50,000.00
10 - 121 - 525020 Contractual Svcs-Litigation	3,100.00	3,200.00
10 - 121 - 525026 Settlement Payment	500.00	500.00
	249,400.00	253,400.00
<u>Division: 132 - Administrative Services</u>		
10 - 132 - 522000 Office Supplies	4,900.00	5,000.00
10 - 132 - 522100 Special Dept. Supplies	3,300.00	3,400.00
10 - 132 - 522200 Printing	2,600.00	2,700.00
10 - 132 - 522600 Dues and Memberships	2,700.00	2,700.00
10 - 132 - 522800 Publications	5,600.00	5,700.00
10 - 132 - 525200 Contractual Services	14,800.00	14,800.00
10 - 132 - 525700 Elections	55,000.00	2,000.00
10 - 132 - 526500 Advertising	5,900.00	5,900.00
10 - 132 - 527000 Business Meeting & Conference	700.00	700.00
10 - 132 - 528000 Tuition Reimbursement	20,000.00	20,000.00
10 - 132 - 528500 Training	1,500.00	1,500.00
10 - 132 - 541600 Miscellaneous Expenditure	300.00	300.00
10 - 132 - 543000 Mileage Reimbursement	300.00	300.00
	117,600.00	65,000.00
<u>Division: 134 - Non-Departmental</u>		
10 - 134 - 520000 Insurance	560,500.00	571,700.00
10 - 134 - 520001 Unemployment Insurance	10,000.00	10,200.00
10 - 134 - 522000 Office Supplies	13,300.00	13,600.00
10 - 134 - 522100 Special Dept. Supplies	2,400.00	2,400.00
10 - 134 - 522200 Printing	8,300.00	8,500.00
10 - 134 - 522300 Kitchen Supplies	22,600.00	23,100.00
10 - 134 - 522600 Dues and Memberships	1,100.00	1,100.00
10 - 134 - 522700 Storage Rental	60,700.00	61,900.00
10 - 134 - 523000 Postage / Courier Service	6,000.00	6,500.00
10 - 134 - 523100 Bank & Merchant Fees	75,600.00	77,100.00
10 - 134 - 523300 Contribution to Others	250,000.00	250,000.00
10 - 134 - 523301 Contribution to Chamber of Com	21,000.00	16,000.00
10 - 134 - 523303 Humanitarian Aid	25,000.00	25,000.00
10 - 134 - 523306 Relay for Life	5,000.00	5,000.00
10 - 134 - 523401 Art Rental	7,700.00	7,700.00
10 - 134 - 523900 Equipment Maintenance	39,800.00	40,600.00
10 - 134 - 525200 Contractual Services	20,000.00	20,000.00
10 - 134 - 525257 Mass Notification System	21,000.00	21,000.00
10 - 134 - 525284 Parking Enforcement	34,000.00	34,700.00

Detailed Budget FY 2015-16 & 2016-17

		2015-16 Budget	2016-17 Budget
10 - 134 - 541600	Miscellaneous Expenditure	1,200.00	1,200.00
10 - 134 - 650000	Capital Outlay	17,000.00	17,300.00
10 - 134 - 655000	Open Space & Environmental Prg	20,000.00	20,000.00
10 - 134 - 990028	Transfer to Library Fund	2,400.00	2,700.00
10 - 134 - 990040	Transfer to Capital	150,000.00	125,000.00
10 - 134 - 990083	Transfer to 2005 COP	465,900.00	468,200.00
10 - 134 - 990085	Transfer to 2006 COP	2,100.00	2,100.00
10 - 134 - 990087	Transfer to 2015 COP	1,119,200.00	1,110,100.00
		2,961,800.00	2,942,700.00
<u>Division: 135 - Payroll</u>			
10 - 135 - 510000	Full Time Salaries	6,151,000.00	6,547,300.00
10 - 135 - 510002	Full Time Employee Overtime	49,800.00	50,800.00
10 - 135 - 510400	Benefits	1,694,300.00	1,793,900.00
10 - 135 - 510401	Retiree Medical Benefits	64,000.00	64,000.00
10 - 135 - 510600	Employer Taxes	848,100.00	951,600.00
10 - 135 - 510900	Temporary Employees	596,600.00	636,600.00
10 - 135 - 511000	Auto Allowance	49,200.00	49,200.00
10 - 135 - 511001	457 Match	102,300.00	109,400.00
		9,555,300.00	10,202,800.00
<u>Division: 136 - Civic Center O&M</u>			
10 - 136 - 522100	Special Dept. Supplies	20,000.00	20,400.00
10 - 136 - 522103	Facility Maintenance	40,800.00	41,600.00
10 - 136 - 523800	Rent Equipment	1,300.00	1,300.00
10 - 136 - 523900	Equipment Maintenance	25,300.00	25,800.00
10 - 136 - 524000	Utilities - Electric	78,000.00	79,500.00
10 - 136 - 524001	Utilities - Water	6,300.00	6,400.00
10 - 136 - 524002	Utilities - Gas	7,300.00	7,400.00
10 - 136 - 541600	Miscellaneous Expenditure	3,000.00	3,000.00
10 - 136 - 550001	Building Security	2,800.00	3,000.00
10 - 136 - 650000	Capital Outlay	500.00	500.00
		185,300.00	188,900.00
<u>Division: 141 - City Management</u>			
10 - 141 - 522000	Office Supplies	900.00	900.00
10 - 141 - 527000	Business Meeting & Conference	20,000.00	20,000.00
		20,900.00	20,900.00
<u>Division: 151 - Financial Management</u>			
10 - 151 - 522000	Office Supplies	3,100.00	3,200.00
10 - 151 - 522100	Special Dept. Supplies	2,200.00	2,200.00
10 - 151 - 522200	Printing	800.00	800.00
10 - 151 - 522600	Dues and Memberships	900.00	900.00
10 - 151 - 522800	Publications	900.00	900.00

Detailed Budget FY 2015-16 & 2016-17

		2015-16 Budget	2016-17 Budget
10 - 151 - 525200	Contractual Services	130,500.00	133,100.00
10 - 151 - 527000	Business Meeting & Conference	2,200.00	2,200.00
10 - 151 - 528500	Training	3,100.00	3,000.00
10 - 151 - 541600	Miscellaneous Expenditure	100.00	100.00
10 - 151 - 543000	Mileage Reimbursement	100.00	100.00
		143,900.00	146,500.00
<u>Division: 161 - Public Information</u>			
10 - 161 - 520800	Telephone	53,000.00	54,000.00
10 - 161 - 522000	Office Supplies	3,400.00	3,500.00
10 - 161 - 522100	Special Dept. Supplies	9,700.00	9,800.00
10 - 161 - 522200	Printing	1,000.00	1,100.00
10 - 161 - 522600	Dues and Memberships	900.00	900.00
10 - 161 - 522800	Publications	200.00	200.00
10 - 161 - 523500	Computer Hardware	5,800.00	5,900.00
10 - 161 - 523800	Rent Equipment	4,300.00	4,400.00
10 - 161 - 525200	Contractual Services	98,000.00	63,500.00
10 - 161 - 525217	Film Permit Services	20,800.00	21,200.00
10 - 161 - 526000	City Newsletter\Promotions	10,600.00	10,800.00
10 - 161 - 527000	Business Meeting & Conference	1,800.00	1,900.00
10 - 161 - 528500	Training	3,300.00	3,400.00
10 - 161 - 543000	Mileage Reimbursement	100.00	100.00
10 - 161 - 650000	Capital Outlay	21,200.00	21,500.00
		234,100.00	202,200.00
<u>Division: 162 - Information Technology</u>			
10 - 162 - 522000	Office Supplies	1,100.00	1,200.00
10 - 162 - 522100	Special Dept. Supplies	16,900.00	17,200.00
10 - 162 - 522600	Dues and Memberships	200.00	200.00
10 - 162 - 523500	Computer Hardware	47,100.00	42,300.00
10 - 162 - 523501	Computer Software	53,300.00	54,300.00
10 - 162 - 525200	Contractual Services	22,200.00	22,500.00
10 - 162 - 527000	Business Meeting & Conference	2,000.00	2,000.00
10 - 162 - 528500	Training	4,200.00	4,300.00
10 - 162 - 650000	Capital Outlay	32,000.00	9,800.00
		179,000.00	153,800.00
<u>Division: 163 - Telecom Regulation</u>			
10 - 163 - 522100	Special Dept. Supplies	6,300.00	6,400.00
10 - 163 - 522600	Dues and Memberships	200.00	200.00
10 - 163 - 525200	Contractual Services	15,000.00	15,000.00
10 - 163 - 527000	Business Meeting & Conference	900.00	1,000.00
		22,400.00	22,600.00
<u>Division: 211 - LA Co. Sheriff's Department</u>			

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
10 - 211 - 522100 Special Dept. Supplies	2,800.00	2,900.00
10 - 211 - 525200 Contractual Services	4,435,200.00	4,523,900.00
10 - 211 - 525263 LA Co. Sheriff Reimbursable	55,200.00	56,300.00
	4,493,200.00	4,583,100.00
<u>Division: 221 - LA Co. Fire District</u>		
10 - 221 - 525200 Contractual Services	20,800.00	20,800.00
	20,800.00	20,800.00
<u>Division: 222 - Public Safety and Emergency Preparedness</u>		
10 - 222 - 522000 Office Supplies	500.00	500.00
10 - 222 - 522100 Special Dept. Supplies	3,000.00	3,000.00
10 - 222 - 522200 Printing	3,000.00	3,000.00
10 - 222 - 522600 Dues and Memberships	300.00	300.00
10 - 222 - 525200 Contractual Services	3,000.00	3,000.00
10 - 222 - 525206 Special Events	23,500.00	23,500.00
	33,300.00	33,300.00
<u>Division: 231 - LA Co. Animal Services</u>		
10 - 231 - 525200 Contractual Services	48,400.00	49,400.00
	48,400.00	49,400.00
<u>Division: 311 - Administration & Engineering</u>		
10 - 311 - 522100 Special Dept. Supplies	500.00	500.00
10 - 311 - 522200 Printing	1,200.00	1,200.00
10 - 311 - 522600 Dues and Memberships	1,100.00	1,100.00
10 - 311 - 522800 Publications	500.00	500.00
10 - 311 - 523501 Computer Software	7,200.00	7,300.00
10 - 311 - 525200 Contractual Services	220,000.00	225,000.00
10 - 311 - 525206 Special Events	10,500.00	10,700.00
10 - 311 - 527000 Business Meeting & Conference	2,100.00	2,100.00
	243,100.00	248,400.00
<u>Division: 312 - Street Maintenance Services</u>		
10 - 312 - 522000 Office Supplies	1,500.00	1,500.00
10 - 312 - 522100 Special Dept. Supplies	1,900.00	1,900.00
10 - 312 - 522600 Dues and Memberships	1,000.00	1,000.00
10 - 312 - 524000 Utilities - Electric	2,700.00	2,800.00
10 - 312 - 524001 Utilities - Water	100,000.00	102,000.00
10 - 312 - 525200 Contractual Services	31,400.00	32,000.00
10 - 312 - 525210 Road safety/Shoulder/Pky maint	85,000.00	86,700.00
10 - 312 - 525212 Drain Maint & Catch Basin Clen	10,400.00	10,600.00
10 - 312 - 525215 Street/Sidewalk Repair	93,400.00	95,300.00
10 - 312 - 525220 Street Sweeping	92,100.00	93,900.00
10 - 312 - 525280 Tree Trimming	300.00	300.00

Detailed Budget FY 2015-16 & 2016-17

		2015-16 Budget	2016-17 Budget
10 - 312 - 525281	Graffiti Removal	1,900.00	1,900.00
10 - 312 - 525283	General Landscape Maintenance	166,200.00	169,500.00
		587,800.00	599,400.00
<u>Division: 313 - Water Quality Enhancement</u>			
10 - 313 - 522100	Special Dept. Supplies	200.00	200.00
10 - 313 - 522600	Dues and Memberships	300.00	300.00
10 - 313 - 525200	Contractual Services	48,700.00	49,700.00
10 - 313 - 525227	Compliance Monitoring Program	24,400.00	24,900.00
10 - 313 - 525228	Sewer Infrastructure Managemnt	37,900.00	38,700.00
10 - 313 - 527000	Business Meeting & Conference	400.00	400.00
		111,900.00	114,200.00
<u>Division: 321 - General Landscape Maintenance</u>			
10 - 321 - 522000	Office Supplies	300.00	300.00
10 - 321 - 524000	Utilities - Electric	800.00	800.00
10 - 321 - 524001	Utilities - Water	78,600.00	80,200.00
10 - 321 - 525250	Annual Fuel Reduction	155,200.00	158,300.00
10 - 321 - 525280	Tree Trimming	63,000.00	64,300.00
10 - 321 - 525283	General Landscape Maintenance	239,800.00	244,600.00
10 - 321 - 527000	Business Meeting & Conference	200.00	200.00
10 - 321 - 571600	Pest Abatement	12,800.00	13,100.00
10 - 321 - 572200	Tree Removal	33,900.00	34,600.00
10 - 321 - 650236	Tree Planting	10,400.00	10,600.00
		595,000.00	607,000.00
<u>Division: 331 - Transportation Planning</u>			
10 - 331 - 522000	Office Supplies	1,800.00	1,800.00
10 - 331 - 522100	Special Dept. Supplies	400.00	400.00
10 - 331 - 523501	Computer Software	1,200.00	1,200.00
10 - 331 - 525200	Contractual Services	2,000.00	2,000.00
		5,400.00	5,400.00
<u>Division: 332 - Transportation Eng/Operations</u>			
10 - 332 - 522000	Office Supplies	900.00	900.00
10 - 332 - 522100	Special Dept. Supplies	800.00	800.00
10 - 332 - 522600	Dues and Memberships	1,000.00	1,000.00
10 - 332 - 522800	Publications	900.00	900.00
10 - 332 - 523501	Computer Software	1,200.00	0.00
10 - 332 - 523700	Vehicle Maintenance	10,000.00	10,200.00
10 - 332 - 523701	Vehicle Gasoline / Oil	10,800.00	11,000.00
10 - 332 - 524000	Utilities - Electric	71,000.00	72,400.00
10 - 332 - 525200	Contractual Services	2,300.00	2,300.00
10 - 332 - 525224	Property Damage	20,000.00	20,400.00
10 - 332 - 525240	Striping, Signing & Marking	112,200.00	114,400.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
10 - 332 - 525260 Traffic Signal/Lighting	71,700.00	73,100.00
10 - 332 - 527000 Business Meeting & Conference	300.00	300.00
10 - 332 - 543000 Mileage Reimbursement	300.00	300.00
	303,400.00	308,000.00
<u>Division: 333 - Transit Services</u>		
<u>Division: 334 - Intergovernmental Relations</u>		
10 - 334 - 522000 Office Supplies	200.00	200.00
10 - 334 - 522503 School Safety	13,400.00	13,700.00
10 - 334 - 525270 Crossing Guard	86,300.00	86,300.00
10 - 334 - 525275 School Programs	7,500.00	7,500.00
	107,400.00	107,700.00
<u>Division: 411 - Community Development Admin</u>		
10 - 411 - 522000 Office Supplies	8,100.00	8,300.00
10 - 411 - 522100 Special Dept. Supplies	2,100.00	800.00
10 - 411 - 522200 Printing	6,700.00	6,800.00
10 - 411 - 522600 Dues and Memberships	4,100.00	4,200.00
10 - 411 - 522800 Publications	500.00	500.00
10 - 411 - 523501 Computer Software	87,000.00	87,000.00
10 - 411 - 525200 Contractual Services	8,000.00	8,200.00
10 - 411 - 526500 Advertising	13,600.00	13,900.00
10 - 411 - 527000 Business Meeting & Conference	3,000.00	200.00
10 - 411 - 528500 Training	3,100.00	3,200.00
	136,200.00	133,100.00
<u>Division: 412 - Planning Projects & Studies</u>		
10 - 412 - 522200 Printing	500.00	500.00
10 - 412 - 523203 Senior Rental Voucher	87,900.00	89,700.00
10 - 412 - 525200 Contractual Services	40,000.00	32,200.00
10 - 412 - 527000 Business Meeting & Conference	800.00	800.00
10 - 412 - 528500 Training	4,100.00	4,200.00
	133,300.00	127,400.00
<u>Division: 415 - Building Inspection</u>		
10 - 415 - 522100 Special Dept. Supplies	11,600.00	11,800.00
10 - 415 - 525200 Contractual Services	450,000.00	276,300.00
	461,600.00	288,100.00
<u>Division: 416 - Code Enforcement</u>		
10 - 416 - 522000 Office Supplies	100.00	100.00
10 - 416 - 525200 Contractual Services	1,300.00	1,300.00
10 - 416 - 525216 Code Enforcement Prosecutor	75,000.00	75,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
	76,400.00	76,400.00
<u>Division: 511 - Community Services Management</u>		
10 - 511 - 522000 Office Supplies	3,400.00	3,500.00
10 - 511 - 522100 Special Dept. Supplies	600.00	600.00
10 - 511 - 522600 Dues and Memberships	200.00	200.00
10 - 511 - 526500 Advertising	100.00	100.00
10 - 511 - 543000 Mileage Reimbursement	100.00	100.00
	4,400.00	4,500.00
<u>Division: 512 - Creekside Park</u>		
10 - 512 - 520800 Telephone	800.00	800.00
10 - 512 - 522100 Special Dept. Supplies	500.00	500.00
10 - 512 - 525150 Contract Instructors	200.00	200.00
10 - 512 - 525200 Contractual Services	7,900.00	7,900.00
10 - 512 - 541800 Custodial Supplies	2,000.00	2,000.00
	11,400.00	11,400.00
<u>Division: 513 - De Anza Park/Recreation Program</u>		
10 - 513 - 520020 Event Insurance	35,000.00	35,000.00
10 - 513 - 520800 Telephone	5,400.00	5,500.00
10 - 513 - 522000 Office Supplies	2,700.00	2,800.00
10 - 513 - 522100 Special Dept. Supplies	62,300.00	63,500.00
10 - 513 - 522200 Printing	60,000.00	61,000.00
10 - 513 - 522600 Dues and Memberships	900.00	900.00
10 - 513 - 522900 State Required Fingerprinting	4,400.00	4,500.00
10 - 513 - 523000 Postage / Courier Service	9,000.00	9,500.00
10 - 513 - 523800 Rent Equipment	300.00	300.00
10 - 513 - 525150 Contract Instructors	155,000.00	155,000.00
10 - 513 - 525200 Contractual Services	28,500.00	30,000.00
10 - 513 - 525207 Tickets / Pre-sale	15,200.00	15,200.00
10 - 513 - 525208 Facility Rental	26,900.00	28,000.00
10 - 513 - 525276 Senior Programs	45,000.00	0.00
10 - 513 - 526300 Special Community Services	200.00	200.00
10 - 513 - 528500 Training	2,500.00	2,500.00
10 - 513 - 541800 Custodial Supplies	13,000.00	13,500.00
10 - 513 - 543000 Mileage Reimbursement	2,000.00	2,000.00
10 - 513 - 650000 Capital Outlay	2,000.00	2,000.00
	470,300.00	431,400.00
<u>Division: 514 - Parks Maintenance</u>		
10 - 514 - 522000 Office Supplies	1,200.00	1,200.00
10 - 514 - 523700 Vehicle Maintenance	6,500.00	6,500.00
10 - 514 - 524000 Utilities - Electric	38,000.00	40,000.00
10 - 514 - 524002 Utilities - Gas	3,000.00	3,000.00
10 - 514 - 525200 Contractual Services	24,000.00	24,500.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
10 - 514 - 541800 Custodial Supplies	14,000.00	15,000.00
10 - 514 - 543000 Mileage Reimbursement	1,000.00	1,000.00
10 - 514 - 553500 Cal/Agoura Jt Community Center	25,000.00	25,000.00
10 - 514 - 650000 Capital Outlay	7,500.00	10,000.00
	120,200.00	126,200.00
<u>Division: 515 - School Joint Use</u>		
10 - 515 - 522100 Special Dept. Supplies	100.00	100.00
10 - 515 - 525200 Contractual Services	200.00	200.00
10 - 515 - 525305 School Facility Maintenance	77,200.00	78,500.00
10 - 515 - 553600 School Joint Use Contract	47,500.00	48,000.00
	125,000.00	126,800.00
<u>Division: 516 - Special Events</u>		
10 - 516 - 522100 Special Dept. Supplies	100.00	100.00
10 - 516 - 522700 Storage Rental	8,300.00	8,500.00
10 - 516 - 525200 Contractual Services	100.00	100.00
10 - 516 - 525205 July 4th	69,700.00	70,000.00
10 - 516 - 525311 Egg Stravaganza	9,200.00	9,500.00
10 - 516 - 525312 Movie Under the Stars	1,000.00	1,000.00
10 - 516 - 525315 Teen Events	10,000.00	10,000.00
10 - 516 - 525316 Holiday Gala Event	14,000.00	14,000.00
10 - 516 - 525317 Film Festival	15,000.00	15,000.00
10 - 516 - 525318 Pumpkin Festival	100,000.00	100,000.00
10 - 516 - 525319 Calabasas Musical Programs	50,000.00	50,000.00
10 - 516 - 525324 Calabasas Fine Arts Festival	45,000.00	45,000.00
	322,400.00	323,200.00
<u>Division: 517 - Klubhouse Preschool</u>		
10 - 517 - 520800 Telephone	2,400.00	2,400.00
10 - 517 - 522000 Office Supplies	6,500.00	6,500.00
10 - 517 - 522100 Special Dept. Supplies	60,800.00	61,000.00
10 - 517 - 522200 Printing	2,100.00	2,100.00
10 - 517 - 525200 Contractual Services	20,700.00	20,700.00
10 - 517 - 526400 State Mandates	3,200.00	3,200.00
10 - 517 - 541700 Copier Supplies	100.00	100.00
10 - 517 - 541800 Custodial Supplies	11,000.00	11,200.00
10 - 517 - 541900 Refunds - Deposits & Overpays	300.00	300.00
	107,100.00	107,500.00
<u>Division: 518 - Senior Center</u>		
10 - 518 - 520020 Event Insurance	0.00	3,000.00
10 - 518 - 520800 Telephone	0.00	4,000.00
10 - 518 - 522000 Office Supplies	0.00	5,000.00
10 - 518 - 522100 Special Dept. Supplies	0.00	40,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
10 - 518 - 522200 Printing	0.00	20,000.00
10 - 518 - 522600 Dues and Memberships	0.00	1,000.00
10 - 518 - 522900 State Required Fingerprinting	0.00	500.00
10 - 518 - 523000 Postage	0.00	3,500.00
10 - 518 - 524000 Utilities - Electric	0.00	30,000.00
10 - 518 - 524001 Utilities - Water	0.00	4,000.00
10 - 518 - 524002 Utilities - Gas	0.00	4,000.00
10 - 518 - 524003 Cable/Satellite TV	0.00	4,500.00
10 - 518 - 525150 Contract Instructors	0.00	60,000.00
10 - 518 - 525200 Contractual Services	0.00	25,000.00
10 - 518 - 541800 Custodial Supplies	0.00	10,000.00
10 - 518 - 543000 Mileage Reimbursement	0.00	1,500.00
	0.00	216,000.00
Total Fund 10 Expenditures	22,266,400.00	22,926,300.00
ESTIMATED BEGINNING FUND BALANCE	14,295,786.05	14,126,186.05
CHANGE IN FUND 10 BALANCE	(169,600.00)	(307,200.00)
FUND 10 BALANCE	14,126,186.05	13,818,986.05
 Fund: 11 - Recoverable Deposits		
Revenue		
<u>Division: 000 - Revenue</u>		
11 - 000 - 411060 Recoverable Project	441,300.00	450,100.00
	441,300.00	450,100.00
Total Fund 11 Revenue	441,300.00	450,100.00
 Expenditures		
<u>Division: 163 - Cable Regulation</u>		
11 - 163 - 525200 Contractual Services	17,100.00	17,400.00
	17,100.00	17,400.00
<u>Division: 311 - Administration & Engineering</u>		
11 - 311 - 522200 Printing	1,600.00	1,600.00
11 - 311 - 525200 Contractual Services	173,000.00	176,500.00
	174,600.00	178,100.00
<u>Division: 331 - Transportation Planning</u>		
<u>Division: 412 - Planning Projects & Studies</u>		
11 - 412 - 522200 Printing	1,500.00	1,500.00
11 - 412 - 525200 Contractual Services	238,300.00	243,100.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
	239,800.00	244,600.00
<u>Division: 415 - Building Inspection</u>		
11 - 415 - 525200 Contractual Services	9,800.00	10,000.00
	9,800.00	10,000.00
Total Fund 11 Expenditures	441,300.00	450,100.00
ESTIMATED BEGINNING FUND BALANCE	0.00	0.00
CHANGE IN FUND 11 BALANCE	0.00	0.00
FUND 11 BALANCE	0.00	0.00
 Fund: 12 - South Coast Air Quality Management District		
Revenue		
<u>Division: 000 - Revenue</u>		
12 - 000 - 441000 Interest Income	1,500.00	1,800.00
12 - 000 - 447000 South Coast Air Quality Mgmt	30,000.00	30,600.00
	31,500.00	32,400.00
Total Fund 12 Revenue	31,500.00	32,400.00
 Expenditures		
<u>Division: 331 - Transportation Planning</u>		
12 - 331 - 650000 Capital Outlay	23,100.00	23,100.00
	23,100.00	23,100.00
Total Fund 12 Expenditures	23,100.00	23,100.00
ESTIMATED BEGINNING FUND BALANCE	75,480.76	83,880.76
CHANGE IN FUND 12 BALANCE	8,400.00	9,300.00
FUND 12 BALANCE	83,880.76	93,180.76
 Fund: 13 - Park & Recreation Improvements		
Revenue		
<u>Division: 000 - Revenue</u>		
13 - 000 - 441000 Interest Income	2,200.00	2,400.00
13 - 000 - 447600 Grant L.A. Co. Measure A-M & S	40,000.00	40,000.00
	42,200.00	42,400.00
Total Fund 13 Revenue	42,200.00	42,400.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
Expenditures		
<u>Division: 519 - Capital Improvements-Parks</u>		
13 - 519 - 554800 Measure A- M & S Projects	40,000.00	40,000.00
	40,000.00	40,000.00
Total Fund 13 Expenditures	40,000.00	40,000.00
ESTIMATED BEGINNING FUND BALANCE	117,162.39	119,362.39
CHANGE IN FUND 13 BALANCE	2,200.00	2,400.00
FUND 13 BALANCE	119,362.39	121,762.39
 Fund: 14 - AB 939		
Revenue		
<u>Division: 000 - Revenue</u>		
14 - 000 - 441000 Interest Income	28,300.00	32,700.00
14 - 000 - 480000 AB 939 Franchise Fees	200,000.00	204,000.00
	228,300.00	236,700.00
Total Fund 14 Revenue	228,300.00	236,700.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
14 - 134 - 990010 Transfer to General Fund	34,400.00	35,100.00
	34,400.00	35,100.00
<u>Division: 313 - Water Quality Enhancement</u>		
14 - 313 - 525031 Public Education - AB 939	32,300.00	32,300.00
14 - 313 - 525200 Contractual Services	38,000.00	38,000.00
	70,300.00	70,300.00
<u>Division: 414 - Natural Resource Protection</u>		
Total Fund 14 Expenditures	104,700.00	105,400.00
ESTIMATED BEGINNING FUND BALANCE	1,411,369.12	1,534,969.12
CHANGE IN FUND 14 BALANCE	123,600.00	131,300.00
FUND 14 BALANCE	1,534,969.12	1,666,269.12
 Fund: 15 - Gas Tax		
Revenue		
<u>Division: 000 - Revenue</u>		
15 - 000 - 441000 Interest Income	16,600.00	18,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
15 - 000 - 461000 Gas Tax Fund - 2105	136,800.00	136,800.00
15 - 000 - 461010 Gas Tax Fund - 2106	75,300.00	75,300.00
15 - 000 - 461020 Gas Tax Fund - 2107	188,000.00	188,000.00
15 - 000 - 461030 Gas Tax Fund - 2107.5	5,000.00	5,000.00
15 - 000 - 461040 Gas Tax Fund - 2103	118,800.00	95,000.00
	540,500.00	518,100.00
Total Fund 15 Revenue	540,500.00	518,100.00
Expenditures		
<u>Division: 134 - Non-Departmental</u>		
15 - 134 - 990040 Transfer to Capital	500,000.00	500,000.00
	500,000.00	500,000.00
Total Fund 15 Expenditures	500,000.00	500,000.00
ESTIMATED BEGINNING FUND BALANCE	858,952.70	899,452.70
CHANGE IN FUND 15 BALANCE	40,500.00	18,100.00
FUND 15 BALANCE	899,452.70	917,552.70
Fund: 16 - Developer Impact Fees		
Revenue		
<u>Division: 000 - Revenue</u>		
16 - 000 - 441000 Interest Income	60,700.00	66,300.00
16 - 000 - 481500 Traffic Mitigation Fees	40,000.00	20,000.00
	100,700.00	86,300.00
Total Fund 16 Revenue	100,700.00	86,300.00
ESTIMATED BEGINNING FUND BALANCE	3,196,335.41	3,297,035.41
CHANGE IN FUND 16 BALANCE	100,700.00	86,300.00
FUND 16 BALANCE	3,297,035.41	3,383,335.41
Fund: 18 - Affordable Housing		
Revenue		
<u>Division: 000 - Revenue</u>		
18 - 000 - 441000 Interest Income	29,700.00	32,300.00
	29,700.00	32,300.00
Total Fund 18 Revenue	29,700.00	32,300.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
ESTIMATED BEGINNING FUND BALANCE	1,586,266.09	1,615,966.09
CHANGE IN FUND 18 BALANCE	29,700.00	32,300.00
FUND 18 BALANCE	1,615,966.09	1,648,266.09
 Fund: 19 - Las Virgenes / Lost Hills B&T		
Revenue		
<u>Division: 000 - Revenue</u>		
19 - 000 - 441000 Interest Income	7,500.00	8,200.00
	7,500.00	8,200.00
Total Fund 19 Revenue	7,500.00	8,200.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
19 - 134 - 990040 Transfer to Capital	3,000,000.00	0.00
	3,000,000.00	0.00
Total Fund 19 Expenditures	3,000,000.00	0.00
 ESTIMATED BEGINNING FUND BALANCE	 3,401,021.87	 408,521.87
CHANGE IN FUND 19 BALANCE	(2,992,500.00)	8,200.00
FUND 19 BALANCE	408,521.87	416,721.87
 Fund: 20 - Prop A		
Revenue		
<u>Division: 000 - Revenue</u>		
20 - 000 - 441000 Interest Income	8,300.00	9,900.00
20 - 000 - 462000 Prop A - Per Parcel	426,300.00	434,800.00
	434,600.00	444,700.00
Total Fund 20 Revenue	434,600.00	444,700.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
20 - 134 - 990029 Transfer to Transportation Programs	384,600.00	392,500.00
	384,600.00	392,500.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
Total Fund 20 Expenditures	384,600.00	392,500.00
ESTIMATED BEGINNING FUND BALANCE	403,551.72	453,551.72
CHANGE IN FUND 20 BALANCE	50,000.00	52,200.00
FUND 20 BALANCE	453,551.72	505,751.72

Fund: 21 - LMD 22 - Common Benefit Areas

Revenue

Division: 000 - Revenue

21 - 000 - 401022	Prop Tax - Dist 22 Ad Valorem	1,629,900.00	1,662,500.00
21 - 000 - 441022	Interest Landscape Dist. #22	40,400.00	50,800.00
		1,670,300.00	1,713,300.00

Total Fund 21 Revenue

1,670,300.00 1,713,300.00

Expenditures

Division: 326 - LMD #22 Ad Valorem/CBA

21 - 326 - 510000	Full Time Salaries	68,200.00	69,800.00
21 - 326 - 510400	Benefits	12,900.00	13,100.00
21 - 326 - 510600	Employer Taxes	9,100.00	9,500.00
21 - 326 - 510900	Temporary Employees	35,200.00	35,200.00
21 - 326 - 511000	Auto Allowance	1,800.00	1,800.00
21 - 326 - 522000	Office Supplies	400.00	400.00
21 - 326 - 570221	Electric Svc - IrrigationMeter	25,000.00	25,500.00
21 - 326 - 570224	Electric Svc - IrrigationMeter	6,000.00	6,100.00
21 - 326 - 570226	Electric Svc - IrrigationMeter	2,500.00	2,600.00
21 - 326 - 570721	Irrigation Repairs	10,000.00	10,200.00
21 - 326 - 570725	Irrigation Repairs	25,000.00	25,500.00
21 - 326 - 570726	Irrigation Repairs	8,000.00	8,200.00
21 - 326 - 570821	Lake Insurance	14,000.00	14,300.00
21 - 326 - 570921	Lake Maintenance-Aeration	10,000.00	10,200.00
21 - 326 - 571121	Lake Maintenance-Svc Contract	138,000.00	140,800.00
21 - 326 - 571221	Landscape Maint-Svc Contract	115,100.00	117,400.00
21 - 326 - 571224	Landscape Maint-Svc Contract	36,900.00	37,600.00
21 - 326 - 571225	Landscape Maint-Svc Contract	68,300.00	69,700.00
21 - 326 - 571226	Landscape Maint-Svc Contract	59,700.00	60,900.00
21 - 326 - 571321	Landscape Refurbishment	10,000.00	10,200.00
21 - 326 - 571324	Landscape Refurbishment	131,000.00	133,600.00
21 - 326 - 571325	Landscape Refurbishment	25,500.00	26,000.00
21 - 326 - 571326	Landscape Refurbishment	12,000.00	12,200.00
21 - 326 - 571421	Office Supplies	500.00	500.00
21 - 326 - 571425	Office Supplies	500.00	500.00
21 - 326 - 571621	Pest Abatement	1,000.00	1,000.00
21 - 326 - 571624	Pest Abatement	1,000.00	1,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget	
21 - 326 - 571625	Pest Abatement	2,000.00	2,000.00
21 - 326 - 571626	Pest Abatement	7,000.00	7,100.00
21 - 326 - 571821	Planting - Shrubs & Turf Grass	3,300.00	3,400.00
21 - 326 - 571824	Planting - Shrubs & Turf Grass	10,000.00	10,200.00
21 - 326 - 571921	Planting - Trees	2,000.00	2,000.00
21 - 326 - 571924	Planting - Trees	10,000.00	10,200.00
21 - 326 - 571926	Planting - Trees	8,000.00	15,000.00
21 - 326 - 572221	Tree Removal	10,000.00	10,200.00
21 - 326 - 572224	Tree Removal	2,000.00	2,000.00
21 - 326 - 572225	Tree Removal	2,000.00	2,000.00
21 - 326 - 572226	Tree Removal	2,500.00	2,600.00
21 - 326 - 572321	Tree Trimming	20,000.00	20,400.00
21 - 326 - 572324	Tree Trimming	15,000.00	15,300.00
21 - 326 - 572325	Tree Trimming	15,000.00	15,300.00
21 - 326 - 572326	Tree Trimming	15,000.00	15,300.00
21 - 326 - 572621	Water	150,000.00	153,000.00
21 - 326 - 572624	Water	55,000.00	56,100.00
21 - 326 - 572625	Water	115,000.00	117,300.00
21 - 326 - 572626	Water	10,000.00	10,200.00
21 - 326 - 572721	Brush Clearance	3,500.00	3,600.00
21 - 326 - 990040	Transfer to Capital	500,000.00	0.00
		1,784,900.00	1,317,000.00
Total Fund 21 Expenditures		1,784,900.00	1,317,000.00
ESTIMATED BEGINNING FUND BALANCE		2,307,597.72	2,192,997.72
CHANGE IN FUND 21 BALANCE		(114,600.00)	396,300.00
FUND 21 BALANCE		2,192,997.72	2,589,297.72
 Fund: 22 - Landscape Maintenance District 22			
Revenue			
<u>Division: 000 - Revenue</u>			
22 - 000 - 441022	Interest Landscape Dist. #22	6,400.00	800.00
22 - 000 - 471022	Prop Tax - Dist 22 Assessments	2,726,700.00	2,781,200.00
		2,733,100.00	2,782,000.00
Total Fund 22 Revenue		2,733,100.00	2,782,000.00
 Expenditures			
<u>Division: 322 - LMD #22</u>			
22 - 322 - 510000	Full Time Salaries	100,500.00	102,900.00
22 - 322 - 510400	Benefits	19,000.00	19,300.00
22 - 322 - 510600	Employer Taxes	9,500.00	10,000.00

Detailed Budget FY 2015-16 & 2016-17

		<u>2015-16</u>	<u>2016-17</u>
		<u>Budget</u>	<u>Budget</u>
22 - 322 - 511000	Auto Allowance	2,700.00	2,700.00
22 - 322 - 570104	Contractual Services	900.00	900.00
22 - 322 - 570105	Contractual Services	1,000.00	1,000.00
22 - 322 - 570106	Contractual Services	7,000.00	7,100.00
22 - 322 - 570107	Contractual Services	2,800.00	2,900.00
22 - 322 - 570108	Contractual Services	2,500.00	2,600.00
22 - 322 - 570110	Contractual Services	500.00	500.00
22 - 322 - 570111	Contractual Services	500.00	500.00
22 - 322 - 570112	Contractual Services	100.00	100.00
22 - 322 - 570113	Contractual Services	2,000.00	2,000.00
22 - 322 - 570114	Contractual Services	1,000.00	1,000.00
22 - 322 - 570116	Contractual Services	2,200.00	2,200.00
22 - 322 - 570119	Contractual Services	500.00	500.00
22 - 322 - 570120	Contractual Services	700.00	700.00
22 - 322 - 570206	Electric Svc - IrrigationMeter	7,000.00	7,100.00
22 - 322 - 570207	Electric Svc - IrrigationMeter	5,000.00	5,100.00
22 - 322 - 570208	Electric Svc - IrrigationMeter	6,600.00	6,700.00
22 - 322 - 570210	Electric Svc - IrrigationMeter	2,500.00	2,600.00
22 - 322 - 570211	Electric Svc - IrrigationMeter	2,000.00	2,000.00
22 - 322 - 570214	Electric Svc - IrrigationMeter	900.00	900.00
22 - 322 - 570216	Electric Svc - IrrigationMeter	100.00	100.00
22 - 322 - 570219	Electric Svc - IrrigationMeter	5,500.00	5,600.00
22 - 322 - 570220	Electric Svc - IrrigationMeter	1,000.00	1,000.00
22 - 322 - 570611	Insect & Disease Control	1,000.00	1,000.00
22 - 322 - 570613	Insect & Disease Control	1,000.00	1,000.00
22 - 322 - 570704	Irrigation Repairs	12,000.00	12,200.00
22 - 322 - 570705	Irrigation Repairs	5,200.00	5,300.00
22 - 322 - 570706	Irrigation Repairs	35,000.00	35,700.00
22 - 322 - 570707	Irrigation Repairs	45,000.00	45,900.00
22 - 322 - 570708	Irrigation Repairs	10,000.00	10,200.00
22 - 322 - 570710	Irrigation Repairs	8,000.00	8,200.00
22 - 322 - 570711	Irrigation Repairs	8,000.00	8,200.00
22 - 322 - 570713	Irrigation Repairs	10,000.00	10,200.00
22 - 322 - 570714	Irrigation Repairs	6,900.00	7,000.00
22 - 322 - 570719	Irrigation Repairs	25,000.00	25,500.00
22 - 322 - 570720	Irrigation Repairs	11,400.00	11,600.00
22 - 322 - 571204	Landscape Maint-Svc Contract	58,300.00	59,500.00
22 - 322 - 571205	Landscape Maint-Svc Contract	27,100.00	27,600.00
22 - 322 - 571206	Landscape Maint-Svc Contract	150,400.00	153,400.00
22 - 322 - 571207	Landscape Maint-Svc Contract	70,800.00	72,200.00
22 - 322 - 571208	Landscape Maint-Svc Contract	142,700.00	145,600.00
22 - 322 - 571210	Landscape Maint-Svc Contract	47,600.00	48,600.00
22 - 322 - 571211	Landscape Maint-Svc Contract	35,350.00	36,100.00
22 - 322 - 571213	Landscape Maint-Svc Contract	65,800.00	67,100.00
22 - 322 - 571214	Landscape Maint-Svc Contract	45,700.00	46,600.00

Detailed Budget FY 2015-16 & 2016-17

		<u>2015-16</u>	<u>2016-17</u>
		<u>Budget</u>	<u>Budget</u>
22 - 322 - 571219	Landscape Maint-Svc Contract	118,500.00	120,900.00
22 - 322 - 571220	Landscape Maint-Svc Contract	55,100.00	56,200.00
22 - 322 - 571306	Landscape Refurbishment	23,900.00	24,400.00
22 - 322 - 571307	Landscape Refurbishment	43,400.00	44,300.00
22 - 322 - 571308	Landscape Refurbishment	14,300.00	14,600.00
22 - 322 - 571310	Landscape Refurbishment	6,800.00	6,900.00
22 - 322 - 571311	Landscape Refurbishment	3,400.00	3,500.00
22 - 322 - 571313	Landscape Refurbishment	11,200.00	11,400.00
22 - 322 - 571319	Landscape Refurbishment	27,800.00	28,400.00
22 - 322 - 571607	Pest Abatement	10,000.00	10,200.00
22 - 322 - 571610	Pest Abatement	6,600.00	6,700.00
22 - 322 - 571619	Pest Abatement	4,800.00	4,900.00
22 - 322 - 571713	Planting - Color Change	2,000.00	2,000.00
22 - 322 - 571906	Planting - Trees	15,000.00	15,300.00
22 - 322 - 571913	Planting - Trees	2,000.00	2,000.00
22 - 322 - 572205	Tree Removal	4,000.00	4,100.00
22 - 322 - 572206	Tree Removal	25,000.00	25,500.00
22 - 322 - 572207	Tree Removal	12,000.00	12,200.00
22 - 322 - 572210	Tree Removal	2,000.00	2,000.00
22 - 322 - 572211	Tree Removal	7,000.00	7,100.00
22 - 322 - 572212	Tree Removal	1,000.00	1,000.00
22 - 322 - 572213	Tree Removal	6,000.00	6,100.00
22 - 322 - 572214	Tree Removal	1,000.00	1,000.00
22 - 322 - 572220	Tree Removal	5,000.00	5,100.00
22 - 322 - 572304	Tree Trimming	7,500.00	7,700.00
22 - 322 - 572305	Tree Trimming	3,000.00	3,100.00
22 - 322 - 572306	Tree Trimming	35,000.00	35,700.00
22 - 322 - 572307	Tree Trimming	22,000.00	22,400.00
22 - 322 - 572310	Tree Trimming	3,600.00	3,700.00
22 - 322 - 572311	Tree Trimming	25,000.00	25,500.00
22 - 322 - 572312	Tree Trimming	4,700.00	4,800.00
22 - 322 - 572313	Tree Trimming	40,000.00	40,800.00
22 - 322 - 572314	Tree Trimming	2,000.00	2,000.00
22 - 322 - 572319	Tree Trimming	25,000.00	25,500.00
22 - 322 - 572320	Tree Trimming	44,000.00	44,900.00
22 - 322 - 572506	V-Ditch Non-Irrigated Common	1,000.00	1,000.00
22 - 322 - 572507	V-Ditch Non-Irrigated Common	8,000.00	8,200.00
22 - 322 - 572604	Water	65,000.00	66,300.00
22 - 322 - 572605	Water	18,000.00	18,400.00
22 - 322 - 572607	Water	100,000.00	102,000.00
22 - 322 - 572608	Water	170,000.00	173,400.00
22 - 322 - 572610	Water	41,000.00	41,800.00
22 - 322 - 572611	Water	32,000.00	32,600.00
22 - 322 - 572612	Water	1,900.00	1,900.00
22 - 322 - 572613	Water	35,000.00	35,700.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
22 - 322 - 572614 Water	31,500.00	32,100.00
22 - 322 - 572616 Water	393,600.00	401,500.00
22 - 322 - 572619 Water	90,000.00	91,800.00
22 - 322 - 572620 Water	45,000.00	45,900.00
22 - 322 - 572704 Brush Clearance	4,000.00	4,100.00
22 - 322 - 572705 Brush Clearance	2,500.00	2,600.00
22 - 322 - 572706 Brush Clearance	65,000.00	66,300.00
22 - 322 - 572707 Brush Clearance	50,000.00	51,000.00
22 - 322 - 572708 Brush Clearance	80,000.00	81,600.00
22 - 322 - 572710 Brush Clearance	12,000.00	12,200.00
22 - 322 - 572716 Brush Clearance	120,000.00	122,400.00
22 - 322 - 572720 Brush Clearance	15,300.00	15,600.00
	3,006,650.00	3,067,000.00
Total Fund 22 Expenditures	3,006,650.00	3,067,000.00
ESTIMATED BEGINNING FUND BALANCE	597,981.46	324,431.46
CHANGE IN FUND 22 BALANCE	(273,550.00)	(285,000.00)
FUND 22 BALANCE	324,431.46	39,431.46
 Fund: 24 - Landscape Maintenance District #24		
Revenue		
<u>Division: 000 - Revenue</u>		
24 - 000 - 441024 Interest Landscape Dist. #24	4,100.00	4,300.00
24 - 000 - 471024 Property Tax - District 24	189,900.00	193,700.00
	194,000.00	198,000.00
Total Fund 24 Revenue	194,000.00	198,000.00
 Expenditures		
<u>Division: 323 - LMD #24</u>		
24 - 323 - 510000 Full Time Salaries	7,200.00	7,300.00
24 - 323 - 510400 Benefits	1,400.00	1,400.00
24 - 323 - 510600 Employer Taxes	700.00	700.00
24 - 323 - 511000 Auto Allowance	200.00	200.00
24 - 323 - 570130 Consultant	700.00	700.00
24 - 323 - 570230 Electric Svc - IrrigationMeter	1,900.00	1,900.00
24 - 323 - 570730 Irrigation Repairs	26,500.00	27,000.00
24 - 323 - 571230 Landscape Maint-Svc Contract	58,500.00	59,700.00
24 - 323 - 571330 Landscape Refurbishment	18,200.00	18,600.00
24 - 323 - 571930 Planting - Trees	5,000.00	5,100.00
24 - 323 - 572230 Tree Removal	17,900.00	18,300.00
24 - 323 - 572330 Tree Trimming	15,000.00	15,300.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
24 - 323 - 572630 Water	25,000.00	25,500.00
24 - 323 - 572730 Brush Clearance	20,800.00	21,200.00
	199,000.00	202,900.00
Total Fund 24 Expenditures	199,000.00	202,900.00
ESTIMATED BEGINNING FUND BALANCE	228,927.02	223,927.02
CHANGE IN FUND 24 BALANCE	(5,000.00)	(4,900.00)
FUND 24 BALANCE	223,927.02	219,027.02
 Fund: 25 - Prop C		
Revenue		
<u>Division: 000 - Revenue</u>		
25 - 000 - 441000 Interest Income	1,600.00	2,900.00
25 - 000 - 463000 Prop C	370,300.00	377,700.00
	371,900.00	380,600.00
Total Fund 25 Revenue	371,900.00	380,600.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
25 - 134 - 990029 Transfer to Transportation Programs	314,400.00	321,200.00
	314,400.00	321,200.00
Total Fund 25 Expenditures	314,400.00	321,200.00
ESTIMATED BEGINNING FUND BALANCE	86,803.66	144,303.66
CHANGE IN FUND 25 BALANCE	57,500.00	59,400.00
FUND 25 BALANCE	144,303.66	203,703.66
 Fund: 26 - Transportation Development Act (TDA)		
Revenue		
<u>Division: 000 - Revenue</u>		
26 - 000 - 463500 TDA	29,700.00	33,000.00
	29,700.00	33,000.00
Total Fund 26 Revenue	29,700.00	33,000.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
26 - 134 - 990040 Transfer to Capital	36,000.00	33,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
	36,000.00	33,000.00
Total Fund 26 Expenditures	36,000.00	33,000.00
ESTIMATED BEGINNING FUND BALANCE	6,312.27	12.27
CHANGE IN FUND 26 BALANCE	(6,300.00)	0.00
FUND 26 BALANCE	12.27	12.27
 Fund: 27 - Landscape Maintenance District #27		
Revenue		
<u>Division: 000 - Revenue</u>		
27 - 000 - 441027 Interest Landscape Dist. #27	600.00	700.00
27 - 000 - 471027 Property Tax - District 27	32,000.00	32,600.00
	32,600.00	33,300.00
Total Fund 27 Revenue	32,600.00	33,300.00
 Expenditures		
<u>Division: 324 - LMD #27</u>		
27 - 324 - 510000 Full Time Salaries	1,800.00	1,800.00
27 - 324 - 510400 Benefits	300.00	300.00
27 - 324 - 510600 Employer Taxes	200.00	200.00
27 - 324 - 570140 Consultant	1,000.00	1,000.00
27 - 324 - 570240 Electric Svc - IrrigationMeter	400.00	400.00
27 - 324 - 570740 Irrigation Repairs	15,000.00	15,300.00
27 - 324 - 571240 Landscape Maint-Svc Contract	13,400.00	13,700.00
27 - 324 - 571340 Landscape Refurbishment	114,500.00	116,800.00
27 - 324 - 571640 Pest Abatement	1,000.00	1,000.00
27 - 324 - 571940 Planting - Trees	3,000.00	3,100.00
27 - 324 - 572240 Tree Removal	1,000.00	1,000.00
27 - 324 - 572340 Tree Trimming	15,000.00	15,300.00
27 - 324 - 572640 Water	4,000.00	4,100.00
	170,600.00	174,000.00
Total Fund 27 Expenditures	170,600.00	174,000.00
ESTIMATED BEGINNING FUND BALANCE	103,579.04	(34,420.96)
CHANGE IN FUND 27 BALANCE	(138,000.00)	(140,700.00)
FUND 27 BALANCE	(34,420.96)	(175,120.96)
 Fund: 28 - Library		
Revenue		

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
<u>Division: 000 - Revenue</u>		
28 - 000 - 401000 Property Tax	1,789,500.00	1,825,300.00
28 - 000 - 425000 Library Fines and Recovery	32,300.00	32,900.00
28 - 000 - 432100 Hidden Hills Library Funds	268,500.00	273,900.00
28 - 000 - 441000 Interest Income	9,100.00	15,000.00
28 - 000 - 446701 Copy Machine	100.00	100.00
28 - 000 - 490010 Transfer in General Fund	2,400.00	2,700.00
	2,101,900.00	2,149,900.00
Total Fund 28 Revenue	2,101,900.00	2,149,900.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
28 - 134 - 998505 Transfer to 2006 COP	900.00	900.00
28 - 134 - 990087 Transfer to 2015 COP	479,600.00	475,800.00
	480,500.00	476,700.00
 <u>Division: 136 - Civic Center O&M</u>		
28 - 136 - 522000 Office Supplies	200.00	200.00
28 - 136 - 522100 Special Dept. Supplies	17,000.00	17,300.00
28 - 136 - 522103 Facility Maintenance	40,000.00	40,800.00
28 - 136 - 523800 Rent Equipment	300.00	300.00
28 - 136 - 523900 Equipment Maintenance	23,000.00	23,500.00
28 - 136 - 524000 Utilities - Electric	71,000.00	71,800.00
28 - 136 - 524001 Utilities - Water	5,500.00	6,000.00
28 - 136 - 524002 Utilities - Gas	6,800.00	6,900.00
28 - 136 - 541600 Miscellaneous Expenditure	1,300.00	1,300.00
28 - 136 - 550001 Building Security	2,900.00	3,000.00
	168,000.00	171,100.00
 <u>Division: 533 - Library</u>		
28 - 533 - 510000 Full Time Salaries	520,500.00	533,200.00
28 - 533 - 510400 Benefits	157,200.00	159,600.00
28 - 533 - 510600 Employer Taxes	59,900.00	62,700.00
28 - 533 - 510900 Temporary Employees	140,100.00	140,100.00
28 - 533 - 511000 Auto Allowance	800.00	800.00
28 - 533 - 511001 457 Match	8,000.00	8,200.00
28 - 533 - 520800 Telephone	2,000.00	2,000.00
28 - 533 - 522000 Office Supplies	4,500.00	4,700.00
28 - 533 - 522100 Special Dept. Supplies	8,000.00	8,000.00
28 - 533 - 522300 Kitchen Supplies	2,000.00	2,200.00
28 - 533 - 522400 Furniture & Fixtures	500.00	500.00
28 - 533 - 522600 Dues and Memberships	13,000.00	13,300.00
28 - 533 - 523000 Postage / Courier Service	1,200.00	1,300.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
28 - 533 - 523500 Computer Hardware	28,000.00	8,000.00
28 - 533 - 523501 Computer Software	3,000.00	3,000.00
28 - 533 - 523900 Equipment Maintenance	34,500.00	35,000.00
28 - 533 - 524003 Utilities - Cable	3,100.00	3,100.00
28 - 533 - 525200 Contractual Services	4,000.00	4,000.00
28 - 533 - 526800 Magazines Newspprs Periodicals	8,100.00	8,100.00
28 - 533 - 526802 eBooks-Hidden Hills-LVUSD	134,300.00	134,300.00
28 - 533 - 528500 Training	700.00	700.00
28 - 533 - 541600 Miscellaneous Expenditure	1,000.00	1,000.00
28 - 533 - 652800 Library Collection Development	50,000.00	50,000.00
	1,184,400.00	1,183,800.00
Total Fund 28 Expenditures	1,832,900.00	1,831,600.00
ESTIMATED BEGINNING FUND BALANCE	226,302.19	495,302.19
CHANGE IN FUND 28 BALANCE	269,000.00	318,300.00
FUND 28 BALANCE	495,302.19	813,602.19
 Fund: 29 - Transportation Programs		
Revenue		
<u>Division: 000 - Revenue</u>		
29 - 000 - 442000 Miscellaneous	63,000.00	63,000.00
29 - 000 - 462011 Transit Fares	24,300.00	24,500.00
29 - 000 - 490020 Transfer in Prop A	384,600.00	392,500.00
29 - 000 - 490025 Transfer in Prop C	314,400.00	321,200.00
29 - 000 - 490034 Transfer in Measure R - Local Return	109,600.00	111,300.00
	895,800.00	912,600.00
Total Fund 29 Revenue	895,800.00	912,600.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
29 - 134 - 990010 Transfer to General Fund	96,900.00	98,800.00
	96,900.00	98,800.00
 <u>Division: 333 - Transit Services</u>		
29 - 333 - 525231 Camp Calabasas-Rec #140-25	23,000.00	23,500.00
29 - 333 - 525233 Dial-a-Ride #130-01	112,000.00	114,200.00
29 - 333 - 525234 Pumpkin Fest Shuttle #140-07	4,000.00	4,100.00
29 - 333 - 525235 Summer Beach Bus #140-01	32,000.00	32,600.00
29 - 333 - 525241 Youth Excursion Trip #140-03	23,500.00	24,000.00
29 - 333 - 525248 Senior Trips #140-24	28,000.00	28,600.00
29 - 333 - 525251 Transit Maintenance #200-03	35,000.00	35,700.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
29 - 333 - 525229 Public Transit Fueling #110-04	144,400.00	147,300.00
29 - 333 - 525239 Flexible Route Shuttle #110-01	203,000.00	207,100.00
29 - 333 - 525249 Trolley #110-02	60,000.00	61,200.00
29 - 333 - 525252 Transit Marketing #280-01	500.00	500.00
29 - 333 - 525253 Line 1 Fixed Rt #110-05	130,000.00	132,600.00
	795,400.00	811,400.00
Total Fund 29 Expenditures	892,300.00	910,200.00
ESTIMATED BEGINNING FUND BALANCE	(9,546.59)	(6,046.59)
CHANGE IN FUND 29 BALANCE	3,500.00	2,400.00
FUND 29 BALANCE	(6,046.59)	(3,646.59)
 Fund: 30 - Storm Damage		
Revenue		
<u>Division: 000 - Revenue</u>		
30 - 000 - 441000 Interest Income	(21,400.00)	(19,300.00)
30 - 000 - 494000 Transfer in General Fund	300,000.00	200,000.00
	278,600.00	180,700.00
Total Fund 30 Revenue	278,600.00	180,700.00
ESTIMATED BEGINNING FUND BALANCE	(1,443,200.15)	(1,164,600.15)
CHANGE IN FUND 30 BALANCE	278,600.00	180,700.00
FUND 30 BALANCE	(1,164,600.15)	(983,900.15)
 Fund: 32 - Landscape Maintenance District #32		
Revenue		
<u>Division: 000 - Revenue</u>		
32 - 000 - 441032 Interest Landscape Dist. #32	800.00	100.00
32 - 000 - 471032 Property Tax - District 32	33,100.00	33,800.00
	33,900.00	33,900.00
Total Fund 32 Revenue	33,900.00	33,900.00
 Expenditures		
<u>Division: 325 - LMD #32</u>		
32 - 325 - 510000 Full Time Salaries	1,800.00	1,800.00
32 - 325 - 510400 Benefits	300.00	300.00
32 - 325 - 510600 Employer Taxes	200.00	200.00
32 - 325 - 570100 Consultant	100.00	100.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
32 - 325 - 570250 Electric Svc - IrrigationMeter	500.00	500.00
32 - 325 - 571250 Landscape Maint-Svc Contract	22,100.00	22,000.00
32 - 325 - 571850 Planting - Shrubs & Turf	3,300.00	3,300.00
32 - 325 - 572350 Tree Trimming	1,000.00	1,000.00
32 - 325 - 572650 Water	4,600.00	4,700.00
	33,900.00	33,900.00
Total Fund 32 Expenditures	33,900.00	33,900.00
ESTIMATED BEGINNING FUND BALANCE	7,051.97	7,051.97
FUND 32 BALANCE	7,051.97	7,051.97
 Fund: 33 - Used Oil Grants		
Revenue		
<u>Division: 000 - Revenue</u>		
33 - 000 - 441000 Interest Income	0.00	100.00
33 - 000 - 480100 STATE - Recycling Block Grant	14,000.00	7,000.00
	14,000.00	7,100.00
Total Fund 33 Revenue	14,000.00	7,100.00
 Expenditures		
<u>Division: 414 - Natural Resource Protection</u>		
33 - 414 - 525200 Contractual Services	2,500.00	5,000.00
	2,500.00	5,000.00
Total Fund 33 Expenditures	2,500.00	5,000.00
ESTIMATED BEGINNING FUND BALANCE	(10,366.59)	1,133.41
CHANGE IN FUND 33 BALANCE	11,500.00	2,100.00
FUND 33 BALANCE	1,133.41	3,233.41
 Fund: 34 - Measure R - Local Return		
Revenue		
<u>Division: 000 - Revenue</u>		
34 - 000 - 441000 Interest Income	9,100.00	12,800.00
34 - 000 - 463900 Measure R - Local Return	250,200.00	255,200.00
	259,300.00	268,000.00
Total Fund 34 Revenue	259,300.00	268,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
Expenditures		
<u>Division: 134 - Non-Departmental</u>		
34 - 134 - 990029 Transfer to Transportation Programs	109,600.00	111,300.00
	109,600.00	111,300.00
Total Fund 34 Expenditures	109,600.00	111,300.00
ESTIMATED BEGINNING FUND BALANCE	344,629.79	494,329.79
CHANGE IN FUND 34 BALANCE	149,700.00	156,700.00
FUND 34 BALANCE	494,329.79	651,029.79
 Fund: 35 - CDBG		
Revenue		
<u>Division: 000 - Revenue</u>		
35 - 000 - 465002 FED - CDBG Res Rehab	146,200.00	88,000.00
	146,200.00	88,000.00
Total Fund 35 Revenue	146,200.00	88,000.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
35 - 134 - 523201 Residential Rehab Program	85,000.00	88,000.00
	85,000.00	88,000.00
Total Fund 35 Expenditures	85,000.00	88,000.00
ESTIMATED BEGINNING FUND BALANCE	(61,226.58)	(26.58)
CHANGE IN FUND 35 BALANCE	61,200.00	0.00
FUND 35 BALANCE	(26.58)	(26.58)
 Fund: 36 - Grants		
Revenue		
<u>Division: 000 - Revenue</u>		
36 - 000 - 466400 FED - Federal Transit Admin	31,000.00	25,000.00
36 - 000 - 466600 FED - Bike Lane (MTA Grant)	64,000.00	372,000.00
36 - 000 - 466800 STATE - State Grants	229,000.00	150,000.00
36 - 000 - 467100 STATE -Water Resources	1,474,000.00	1,590,000.00
	1,798,000.00	2,137,000.00
Total Fund 36 Revenue	1,798,000.00	2,137,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
Expenditures		
<u>Division: 134 - Non-Departmental</u>		
36 - 134 - 990040 Transfer to Capital	1,743,000.00	2,112,000.00
	1,743,000.00	2,112,000.00
Total Fund 36 Expenditures	1,743,000.00	2,112,000.00
ESTIMATED BEGINNING FUND BALANCE	(1,569,868.27)	(1,514,868.27)
CHANGE IN FUND 36 BALANCE	55,000.00	25,000.00
FUND 36 BALANCE	(1,514,868.27)	(1,489,868.27)
 Fund: 38 - COPS - AB 3229 Grant		
Revenue		
<u>Division: 000 - Revenue</u>		
38 - 000 - 468000 COPS AB3229 Grant Revenue	100,000.00	100,000.00
	100,000.00	100,000.00
Total Fund 38 Revenue	100,000.00	100,000.00
 Expenditures		
<u>Division: 213 - Cops Grant</u>		
38 - 213 - 525200 Contractual Services	89,000.00	100,000.00
	89,000.00	100,000.00
Total Fund 38 Expenditures	89,000.00	100,000.00
ESTIMATED BEGINNING FUND BALANCE	(10,683.75)	316.25
CHANGE IN FUND 38 BALANCE	11,000.00	0.00
FUND 38 BALANCE	316.25	316.25
 Fund: 39 - Mearure R - Trans		
Revenue		
<u>Division: 000 - Revenue</u>		
39 - 000 - 463800 Lost Hills Overpass & Interchg	20,000,000.00	14,240,000.00
	20,000,000.00	14,240,000.00
Total Fund 39 Revenue	20,000,000.00	14,240,000.00
 Expenditures		
<u>Division: 332 - Transportation Eng/Operations</u>		
39 - 332 - 990040 Transfer to Capital	19,800,000.00	14,040,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
39 - 332 - 990000 Transfer to General Fund	200,000.00	200,000.00
	20,000,000.00	14,240,000.00
Total Fund 39 Expenditures	20,000,000.00	14,240,000.00

Fund: 40 - Capital Improvement Projects

Revenue

Division: 000 - Revenue

40 - 000 - 490010 Transfer in General Fund	150,000.00	125,000.00
40 - 000 - 490015 Transfer in Gas Tax	500,000.00	500,000.00
40 - 000 - 490019 Transfer in B & T	3,000,000.00	0.00
40 - 000 - 490021 Transfer in LMD Ad Valorum	500,000.00	0.00
40 - 000 - 490026 Transfer in TDA	36,000.00	33,000.00
40 - 000 - 490036 Transfer in Grant Fund	1,743,000.00	2,112,000.00
40 - 000 - 490039 Transfer in Measure R Trans	19,800,000.00	14,040,000.00
	25,729,000.00	16,810,000.00

Total Fund 40 Revenue

25,729,000.00 16,810,000.00

Expenditures

Division: 134 - Non-Departmental

Division: 319 - Capital Improvements-Pub Wks

40 - 319 - 650161 Street-Rubberized Overly Desgn	20,000.00	20,000.00
40 - 319 - 650212 Street - Rubberized Overlay	480,000.00	630,000.00
40 - 319 - 650236 Tree Planting	25,000.00	25,000.00
40 - 319 - 650238 STATE - LV Creek RestoreDesign	250,000.00	1,590,000.00
40 - 319 - 650329 Placard Replacement Program	25,000.00	0.00
40 - 319 - 6503XX Calabasas Park Gateway Project	500,000.00	0.00
40 - 319 - 650323 STATE - Catch Basin Screens	1,200,000.00	0.00
	2,500,000.00	2,265,000.00

Division: 339 - Capital Improvements-Trnsption

40 - 339 - 650045 Mulh Hwy Wide Design MeasR	3,700,000.00	0.00
40 - 339 - 65XXXX Citywide Guardrails	100,000.00	100,000.00
40 - 339 - 650206 Lost Hills O/P & Intchg MeasR	13,000,000.00	14,000,000.00
40 - 339 - 650255 Park & Ride - Old Town MeasR	700,000.00	0.00
40 - 339 - 650257 Bus Acquisition	229,000.00	0.00
40 - 339 - 650317 Las Virg Scenic MeasR	4,900,000.00	0.00
40 - 339 - 6503XX Las Virgenes/US101 Intersection MeasR	500,000.00	0.00
40 - 339 - 6503XX Mulholland Hwy Gap Closure	100,000.00	445,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
	23,229,000.00	14,545,000.00
Total Fund 40 Expenditures	25,729,000.00	16,810,000.00
Fund: 41 - Senior Center Construction		
Revenue		
<u>Division: 000 - Revenue</u>		
41 - 000 - 441000 Interest Income	5,600.00	10,100.00
41 - 000 - 496000 Transfer in Management Reserve	300,000.00	200,000.00
41 - 000 - 498700 Transfer in Civic Center Project	3,650,289.00	1,080,711.00
	3,955,889.00	1,290,811.00
Total Fund 41 Revenue	3,955,889.00	1,290,811.00
Expenditures		
<u>Division: 704 - Senior Center Construction</u>		
41 - 704 - 522400 Furniture & Fixtures	0.00	320,000.00
41 - 704 - 525200 Contractual Services	3,467,924.00	240,448.00
41 - 704 - 525240 Striping, Signing & Marking	0.00	500,000.00
41 - 704 - 600000 Contingency	182,365.00	20,263.00
	3,650,289.00	1,080,711.00
Total Fund 41 Expenditures	3,650,289.00	1,080,711.00
ESTIMATED BEGINNING FUND BALANCE	0.00	305,600.00
CHANGE IN FUND 41 BALANCE	305,600.00	210,100.00
FUND 41 BALANCE	305,600.00	515,700.00
Fund: 42 - Civic Center Capital Replacement		
Revenue		
<u>Division: 000 - Revenue</u>		
42 - 000 - 441000 Interest Income	19,300.00	21,000.00
	19,300.00	21,000.00
Total Fund 42 Revenue	19,300.00	21,000.00
Expenditures		
<u>Division: 136 - Civic Center O&M</u>		
42 - 136 - 650000 Capital Outlay	10,000.00	0.00
	10,000.00	0.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
Total Fund 48 Expenditures	10,000.00	0.00
ESTIMATED BEGINNING FUND BALANCE	1,039,795.83	1,049,095.83
CHANGE IN FUND 42 BALANCE	9,300.00	21,000.00
FUND 42 BALANCE	1,049,095.83	1,070,095.83
 Fund: 48 - Library Capital Replacement		
Revenue		
<u>Division: 000 - Revenue</u>		
48 - 000 - 441000 Interest Income	9,500.00	10,300.00
	9,500.00	10,300.00
Total Fund 48 Revenue	9,500.00	10,300.00
 Expenditures		
<u>Division: 136 - Civic Center O&M</u>		
48 - 136 - 650000 Capital Outlay	8,500.00	0.00
	8,500.00	0.00
Total Fund 48 Expenditures	8,500.00	0.00
ESTIMATED BEGINNING FUND BALANCE	513,109.09	514,109.09
CHANGE IN FUND 48 BALANCE	1,000.00	10,300.00
FUND 48 BALANCE	514,109.09	524,409.09
 Fund: 50 - Tennis & Swim Center Operation		
Revenue		
<u>Division: 000 - Revenue</u>		
50 - 000 - 441000 Interest Income	15,200.00	20,200.00
50 - 000 - 450000 Tennis Revenue	340,800.00	347,700.00
50 - 000 - 450001 City Contribution for CIP	46,400.00	47,400.00
50 - 000 - 450002 Top Seed Contribution for CIP	46,400.00	47,400.00
50 - 000 - 450010 Aquatic-Daily	110,000.00	115,000.00
50 - 000 - 450011 Swim	110,000.00	115,000.00
50 - 000 - 450020 Health/Swim	564,000.00	570,000.00
50 - 000 - 450025 Miscellaneous	12,000.00	15,000.00
50 - 000 - 450030 Coke Machine	4,000.00	4,000.00
50 - 000 - 450040 Food Revenue	10,600.00	10,600.00
50 - 000 - 450050 Facility Rental	40,000.00	40,000.00
50 - 000 - 450056 Calabasas Resale T-Shirts	500.00	500.00
50 - 000 - 450060 General Recreation	65,000.00	68,000.00
50 - 000 - 450070 Fitness Class	48,000.00	50,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
50 - 000 - 450080 Tot Lot-Child Care	1,000.00	1,000.00
50 - 000 - 450085 Pro Shop	3,000.00	3,000.00
50 - 000 - 450090 Tennis Membership	1,295,400.00	1,321,400.00
50 - 000 - 450095 Lessons & Clinics	1,336,400.00	1,363,200.00
	4,048,700.00	4,139,400.00
Total Fund 50 Revenue	4,048,700.00	4,139,400.00

Expenditures

Division: 521 - Health & Swim Center

50 - 521 - 510000 Full Time Salaries	253,300.00	257,100.00
50 - 521 - 510002 Full Time Employee Overtime	5,000.00	5,000.00
50 - 521 - 510400 Benefits	56,000.00	56,800.00
50 - 521 - 510600 Employer Taxes	52,500.00	53,600.00
50 - 521 - 510900 Temporary Employees	373,600.00	373,600.00
50 - 521 - 511000 Auto Allowance	2,100.00	2,100.00
50 - 521 - 511001 457 Match	6,300.00	6,400.00
50 - 521 - 520020 Event Insurance	3,000.00	3,000.00
50 - 521 - 522000 Office Supplies	5,000.00	5,000.00
50 - 521 - 522101 Program Supplies	48,000.00	50,000.00
50 - 521 - 522102 Pool Chemical	32,000.00	32,000.00
50 - 521 - 522103 Facility Maintenance	120,000.00	120,000.00
50 - 521 - 522106 Resale T-Shirts	500.00	500.00
50 - 521 - 522200 Printing	2,000.00	2,000.00
50 - 521 - 522600 Dues and Memberships	1,000.00	1,000.00
50 - 521 - 523000 Postage / Courier Service	1,000.00	1,000.00
50 - 521 - 523100 Bank & Merchant Fees	16,000.00	17,000.00
50 - 521 - 523500 Computer Hardware	1,500.00	1,500.00
50 - 521 - 523501 Computer Software	1,000.00	1,000.00
50 - 521 - 524000 Utilities - Electric	22,000.00	23,000.00
50 - 521 - 524001 Utilities - Water	20,000.00	20,000.00
50 - 521 - 524002 Utilities - Gas	24,000.00	24,000.00
50 - 521 - 525200 Contractual Services	85,000.00	87,500.00
50 - 521 - 526500 Advertising	1,000.00	1,000.00
50 - 521 - 543000 Mileage Reimbursement	1,200.00	1,200.00
50 - 521 - 650100 Capital Improvements	50,000.00	70,000.00

1,183,000.00 1,215,300.00

Division: 522 - Top Seed Tennis Academy

50 - 522 - 510000 Full Time Salaries	99,700.00	101,200.00
50 - 522 - 510400 Benefits	28,500.00	28,900.00
50 - 522 - 510600 Employer Taxes	9,400.00	9,900.00
50 - 522 - 511000 Auto Allowance	500.00	500.00
50 - 522 - 520000 Insurance	130,000.00	132,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
50 - 522 - 520800 Telephone	4,400.00	4,400.00
50 - 522 - 522000 Office Supplies	4,000.00	4,000.00
50 - 522 - 522101 Program Supplies	60,000.00	60,000.00
50 - 522 - 522104 Janitorial Supplies	40,000.00	40,000.00
50 - 522 - 522105 Social Event Food	24,000.00	24,000.00
50 - 522 - 522200 Printing	22,000.00	22,000.00
50 - 522 - 522500 Pro Shop	1,000.00	1,000.00
50 - 522 - 522600 Dues and Memberships	1,000.00	1,000.00
50 - 522 - 523000 Postage / Courier Service	8,000.00	8,000.00
50 - 522 - 523100 Bank & Merchant Fees	40,000.00	40,000.00
50 - 522 - 524000 Utilities - Electric	68,000.00	70,000.00
50 - 522 - 524001 Utilities - Water	22,000.00	22,000.00
50 - 522 - 525000 Consulting Services	2,000.00	2,000.00
50 - 522 - 525109 Top Seed Desk/Maint Staff	378,000.00	388,000.00
50 - 522 - 525110 Top Seed Tennis Staff	855,000.00	872,400.00
50 - 522 - 525111 Top Seed Tennis Director	180,000.00	180,000.00
50 - 522 - 525113 Top Seed 50% Proceeds	207,200.00	215,100.00
50 - 522 - 525114 City 50% Proceeds	387,200.00	395,100.00
50 - 522 - 525200 Contractual Services	50,000.00	50,000.00
50 - 522 - 526500 Advertising	4,000.00	4,000.00
50 - 522 - 542000 Office Equipment Maintenance	3,000.00	3,000.00
50 - 522 - 650297 Tennis Center Improvements	30,000.00	40,000.00
	2,658,900.00	2,718,500.00
Total Fund 50 Expenditures	3,841,900.00	3,933,800.00
ESTIMATED BEGINNING FUND BALANCE	619,945.76	826,745.76
CHANGE IN FUND 50 BALANCE	206,800.00	205,600.00
FUND 50 BALANCE	826,745.76	1,032,345.76
 Fund: 60 - Management Reserve		
Revenue		
<u>Division: 000 - Revenue</u>		
60 - 000 - 441000 Interest Income	87,900.00	91,500.00
	87,900.00	91,500.00
Total Fund 60 Revenue	87,900.00	91,500.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
60 - 134 - 990030 Transfer to Storm Damage	300,000.00	200,000.00
	300,000.00	200,000.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
Total Fund 60 Expenditures	300,000.00	200,000.00
ESTIMATED BEGINNING FUND BALANCE	4,987,447.43	4,775,347.43
CHANGE IN FUND 60 BALANCE	(212,100.00)	(108,500.00)
FUND 60 BALANCE	4,775,347.43	4,666,847.43
 Fund 65 - Oak Tree Mitigation		
Revenue		
<u>Division 000 - Revenue</u>		
65 - 000 - 441000 Interest Income	3,200.00	3,700.00
65 - 000 - 481510 Oak Tree Mitigation Fees	20,400.00	20,800.00
	23,600.00	24,500.00
Total Fund 65 Revenue	23,600.00	24,500.00
 Expenditures		
<u>Division: 412 - Planning Projects & Studies</u>		
65 - 412 - 581510 Oak Tree Mitigation Exp	9,300.00	9,500.00
	9,300.00	9,500.00
Total Fund 65 Expenditures	9,300.00	9,500.00
ESTIMATED BEGINNING FUND BALANCE	158,687.42	172,987.42
CHANGE IN FUND 65 BALANCE	14,300.00	15,000.00
FUND 65 BALANCE	172,987.42	187,987.42
 Fund: 80 - CFD 98-1 (Commercial Mello-Roos)		
Revenue		
<u>Division: 000 - Revenue</u>		
80 - 000 - 401015 Mello-Roos Tax	817,700.00	819,700.00
80 - 000 - 441000 Interest Income	43,100.00	46,900.00
	860,800.00	866,600.00
Total Fund 80 Revenue	860,800.00	866,600.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
80 - 134 - 534000 Payments to Escrow Agent	817,700.00	819,700.00
	817,700.00	819,700.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
Total Fund 80 Expenditures	817,700.00	819,700.00
ESTIMATED BEGINNING FUND BALANCE	2,301,199.76	2,344,299.76
CHANGE IN FUND 80 BALANCE	43,100.00	46,900.00
FUND 80 BALANCE	2,344,299.76	2,391,199.76
 Fund: 83 - 2005 COP (Refunding 1999 COP)		
Revenue		
<u>Division: 000 - Revenue</u>		
83 - 000 - 494000 Transfer in General Fund	465,900.00	468,200.00
	465,900.00	468,200.00
Total Fund 83 Revenue	465,900.00	468,200.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
83 - 134 - 530000 Principal-Bonded Indebtedness	435,000.00	455,000.00
83 - 134 - 530100 Interest Exp-Bonded Indebtedne	26,900.00	9,100.00
83 - 134 - 541600 Miscellaneous Expenditure	4,000.00	4,100.00
	465,900.00	468,200.00
Total Fund 83 Expenditures	465,900.00	468,200.00
ESTIMATED BEGINNING FUND BALANCE	402,500.00	402,500.00
FUND 83 BALANCE	402,500.00	402,500.00
 Fund: 84 - CFD 2006 (The Oaks Mello-Roos)		
Revenue		
<u>Division: 000 - Revenue</u>		
84 - 000 - 401015 Mello-Roos Tax	1,787,300.00	1,786,700.00
84 - 000 - 441000 Interest Income	60,700.00	66,000.00
	1,848,000.00	1,852,700.00
Total Fund 84 Revenue	1,848,000.00	1,852,700.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
84 - 134 - 534000 Payments to Escrow Agent	1,787,300.00	1,786,700.00
	1,787,300.00	1,786,700.00
Total Fund 84 Expenditures	1,787,300.00	1,786,700.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
ESTIMATED BEGINNING FUND BALANCE	3,239,395.88	3,300,095.88
CHANGE IN FUND 84 BALANCE	60,700.00	66,000.00
FUND 84 BALANCE	3,300,095.88	3,366,095.88
 Fund: 85 - 2006 COP - Civic Center Financing		
Revenue		
<u>Division: 000 - Revenue</u>		
85 - 000 - 441000 Interest Income	7,600.00	8,200.00
85 - 000 - 492800 Transfer in Library Fund	900.00	900.00
85 - 000 - 494000 Transfer in General Fund	2,100.00	2,100.00
	10,600.00	11,200.00
Total Fund 85 Revenue	10,600.00	11,200.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
85 - 134 - 541600 Miscellaneous Expenditure	3,000.00	3,000.00
	3,000.00	3,000.00
Total Fund 85 Expenditures	3,000.00	3,000.00
 ESTIMATED BEGINNING FUND BALANCE	 403,551.72	 411,151.72
CHANGE IN FUND 85 BALANCE	7,600.00	8,200.00
FUND 85 BALANCE	411,151.72	419,351.72
 Fund: 87 - 2015 COP - Civic Center Project		
Revenue		
<u>Division: 000 - Revenue</u>		
87 - 000 - 441000 Interest Income	45,000.00	7,500.00
87 - 000 - 492800 Transfer in Library Fund	479,600.00	475,800.00
87 - 000 - 494000 Transfer in General Fund	1,119,200.00	1,110,100.00
	1,643,800.00	1,593,400.00
Total Fund 87 Revenue	1,643,800.00	1,593,400.00
 Expenditures		
<u>Division: 134 - Non-Departmental</u>		
87 - 134 - 530100 Interest Exp-Bonded Indebtedne	1,590,800.00	1,577,700.00
87 - 134 - 541600 Miscellaneous Expenditure	8,000.00	8,200.00
87 - 134 - 994100 Transfer to Civic Center Fund	3,650,289.00	1,080,711.00

Detailed Budget FY 2015-16 & 2016-17

	2015-16 Budget	2016-17 Budget
	5,249,089.00	2,666,611.00
Total Fund 87 Expenditures	5,249,089.00	2,666,611.00
ESTIMATED BEGINNING FUND BALANCE	5,600,000.00	1,994,711.00
CHANGE IN FUND 87 BALANCE	(3,605,289.00)	(1,073,211.00)
FUND 87 BALANCE	1,994,711.00	921,500.00

ITEM 12 ATTACHMENT B
RESOLUTION NO. 2015-1473

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-2016.

WHEREAS, the voters approved the Gann Spending-Limitation Initiative (Proposition 4) on November 6, 1979, adding Article XIII B to the Constitution of the State of California to establish and define annual appropriation limits on state and local governmental entities; and

WHEREAS, SB 1352 provides for the implementation of Article XIII B by defining various terms used in this article and prescribing procedures to be used in implementing specific provisions of the article, including the establishment by resolution each year by the governing body of each local jurisdiction of its appropriations limits; and

WHEREAS, the required computations to determine the Appropriations Limits for Fiscal Year 2015-2016 were performed and are on file with the City Clerk and available for public review.

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

SECTION 1. That the Appropriations Limit for the City of Calabasas for Fiscal Year 2015-2016 is \$27,187,711.

SECTION 2. That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 9th day of September 2015.

Lucy M. Martin, Mayor

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, MMC
City Clerk

Scott H. Howard, City Attorney

ITEM 12 ATTACHMENT C
RESOLUTION NO. 2015-1474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING THE OPERATING AND CAPITAL IMPROVEMENT BUDGET FOR THE CITY FOR THE FISCAL YEAR JULY 1, 2015 THROUGH JUNE 30, 2017, PROVIDING FOR THE APPROPRIATIONS AND EXPENDITURES OF ALL SUMS SET FORTH IN SAID BUDGET AND REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the City Manager has submitted to the City Council of Calabasas a preliminary budget for the fiscal year July 1, 2015 through June 30, 2017; and

WHEREAS, after examination, deliberation and due consideration, the City Council has approved the same; and

WHEREAS, it is the intention of this City Council to adopt the budget submitted by the City Manager during the August 26, 2015 Council Meeting.

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

1. That certain document referred to as the "Detailed Budget FY 2015-16 & 2016-17" presented by the City Manager is hereby adopted and the appropriations for the annual budget of the City of Calabasas for the fiscal period July 1, 2015 through June 30, 2017 is hereby approved.
2. The several amounts stated in the annual budget shall become and thereafter be appropriated to the offices, departments, activities, objects and purposes stated therein and said monies are hereby authorized to be expended for the purposes and objects specified in said budget.

All revenue in excess of expenditures and encumbrances as of the close of fiscal year 2014-15 not otherwise re-appropriated above are hereby appropriated to the applicable fund operating reserve on June 30, 2015.

All resolutions in conflict herewith are hereby expressly repealed. This resolution shall become effective immediately upon adoption.

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

PASSED, APPROVED AND ADOPTED this 9th day of September 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 31, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

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

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

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

REVIEW AUTHORITY:

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

BACKGROUND:

On September 10, 2014, the City Council was approached by the Calabasas Chamber of Commerce and business community to assist in improving signage

opportunities to shopping centers located within the City. The City Council requested that the Planning Commission review Chapter 17.30 (Signs) of the Development Code, and make recommendations if any potential code amendments would be determined by the Planning Commission to have merit.

On October 16, 2014, staff provided the Planning Commission with an overview of Chapter 17.30 (Signs). The Planning Commission received input from the general public and after careful deliberation determined that there was merit in exploring the possibility of providing improved business identification signage but that any proposed improvement to Chapter 17.30 (Signs) would have to be consistent with the 2030 General Plan and not compromise the City's natural setting. There was a general consensus from the Planning Commission to consider the following:

1. It would be helpful in the analysis of signage in the City to have copies of all the adopted sign programs for the various shopping centers and office complexes;
2. An examination of freeway-facing signs should be conducted, with the idea that more freeway facing signs might be appropriate;
3. Monument sign requirements, especially for multi-tenant identification and the 300 foot spacing requirement for monuments, warrant additional examination; and
4. Analysis of the sign code is needed to consider changes in signage based upon modernization of technology and materials, and a reconsideration of the prohibition of sandwich boards.

On December 10, 2014, the City Council reviewed the recommendations made by the Planning Commission and discussed them at length. The City Council reached a general consensus that resulted in directing the Planning Commission to further examine freeway facing signage, height, size and placement of monument signs and sidewalk signage. The City Council was explicitly clear that there should be no further studies on sandwich and pole signs.

On February 19, 2015, the Planning Commission held a Signage Workshop. Staff provided the Planning Commission with a power point presentation detailing a number of examples of signs that could assist in providing improved business identification to shopping centers. The Planning Commission received input from the general public, and after discussing the issue at length, the Planning Commission provided recommendations to staff as to what signage improvements the Planning Commission would consider discussing in further detail.

On April 2, 2015, staff presented the Planning Commission a power point presentation focusing on signage opportunities that the Planning Commission felt were appropriate to discuss from the previous Planning Commission meeting. The Planning Commission reviewed and discussed the signage opportunities that staff presented and narrowed down the signage opportunities the Planning Commission deemed appropriate for further consideration. The Planning Commission requested staff to implement the Planning Commission's recommendations in text amendments to Chapter 17.30 (Signs) for review and discussion at a future date.

On July 16, 2015, staff presented the Planning Commission a draft redlined text amendment of Chapter 17.30 (Signs) based on the recommendations made by the Commission to staff. The text amendments consist of standards and procedures for freeway facing, gateway, and directional signs for commercial shopping centers that the Planning Commission deemed appropriate for consideration by the City Council. The Planning Commission made revisions and suggestions to the text amendments that the Commission requested staff incorporate into the final draft for their consideration prior to forwarding a recommendation to the City Council.

On August 20, 2015, the Planning Commission reviewed the proposed code amendments at a noticed public hearing. Public notices for the Commission public hearing were published in the Las Virgenes Enterprise and mailed to all registered city homeowner associations, consistent with statutory requirements and city protocol. At the hearing, no member of the public spoke before the Commission regarding the proposed amendments. After thorough review and discussion, the Planning Commission voted unanimously to adopt Resolution No. 2015-593 (see Attachment B) recommending to the City Council approval of File No. 150000987. Please see Attachment D to review the August 20, 2015 draft Planning Commission minutes. Additionally, the August 20, 2015 Planning Commission staff report can be accessed through the following web address:

http://calabasas.granicus.com/MediaPlayer.php?view_id=4&clip_id=5266

DISCUSSION/ANALYSIS:

The Planning Commission held numerous public forums to discuss how to improve signage opportunities for commercial shopping centers within the City. The Planning Commission considered testimony from residents, general public and the business community. The Planning Commission considered and discussed various types of signs that are currently not allowed by the Development Code. However, the Planning Commission was meticulous in considering signage opportunities that are consistent with the 2030 General Plan, provide adequate identification, are of high quality design, and of appropriate scale and visibility. The Planning Commission deemed it appropriate to consider the following new type of signs:

Freeway Facing Monument Sign:

Freeway facing monument signs offer commercial centers an opportunity to provide a viable form of business identification to the center and its tenants. Currently, the Development Code only allows one building mounted sign per building to commercial shopping centers facing the 101 Ventura Highway. By allowing only one sign per building, limits business identification to the majority of the tenants within the shopping center.

Commercial shopping centers that meet screening requirements identified in the Scenic Corridor Overlay Zone Guidelines would be allowed to have a maximum of one freeway facing monument sign with a maximum height of 10 feet, and a maximum sign area of 100 square-feet. The total sign area may be increased to 200 square-feet and the total height may be increased to a maximum of 16 feet by the Planning Commission after the Commission has received a recommendation by the Architectural Review Panel and at least one of the following criteria is present (CMC Section 17.30.070(C)):

1. The sign is obscured by a physical barrier, such as an existing structure or berm, reducing its visibility from a scenic corridor or public right of way;
2. The location of the sign is at a disadvantage for viewing due to its location at distance from a scenic corridor or right of way;
3. The sign seeks to identify multiple tenants, and the legibility of the tenant signage is enhanced by additional sign area;
4. The sign is located along the freeway corridor, where traveling speed reduces the opportunity to read the sign based on criteria such as reduced visibility, width of lot and/or the three factors as noted above.

The freeway facing monument sign shall be landscaped, and the landscaping area shall be generally equal to the area of the sign. Additionally, the freeway facing sign shall adhere to the Scenic Corridor Overlay Zone Guidelines stipulated in Calabasas Municipal Code Section 17.18.040 and the Freeway Corridor Development standards identified in CMC Section 17.20.120. An example of a freeway facing sign is attached as Attachment E. Finally, freeway facing signs are allowed to be halo lit to shield lighting and ensure that the level of lighting is adequate.

Gateway Signs:

Gateway signs are an opportunity to enhance and provide viable signage opportunities to commercial shopping centers within the City. General Plan Policy IX-26 identifies The Commons as a successful example for the quality of design and public spaces. The monument signs flanking both sides of the entry driveways

at The Commons are prominent features that provide proper business identification that are designed to complement the shopping center's architecture and are characterized by landscaping that is generally equal to or greater to the size of the signs. The Planning Commission considered that type of signage an opportunity to provide commercial shopping centers with viable business identification while enhancing major intersections where these commercial shopping centers are located along Old Town, Calabaras Road, Agoura Road and Ventura Freeway interchanges at Parkway Calabaras, Las Virgenes Road and Lost Hills Road.

Commercial Shopping Centers would be allowed to have a gateway sign per access driveway; however, a gateway sign shall have a minimum separation between monument or gateway signs of 150 feet. The maximum allowed height for a gateway sign is 10 feet with a maximum sign area of 100 square-feet. The total sign area may be increased to 200 square-feet by the Planning Commission after the Commission has received a recommendation by the Architectural Review Panel and at least one of the criteria identified in CMC Section 17.30.070(C)) is present.

Gateway signs are permitted with an approved Sign Program. As such, commercial shopping centers that currently have legal nonconforming signage would be required to bring the center's signage into compliance with Chapter 17.30 (Signs) in order to receive approval. General Plan Policy IX-45 identifies the goal of the City to pursue the elimination of remaining billboards along the 101 Ventura Freeway, amortization of remaining nonconforming pole signs, and the overall reduction of sign clutter. The commercial shopping centers located within the City do not have the use of a pole or billboard sign to advertise their centers or tenants. However, the majority of the shopping centers in the City have signage that is not governed by an approved sign program so design standards for these shopping centers are absent, and the result is sign clutter. By permitting gateway signs, the City is enticing commercial shopping centers to consider developing sign programs that will provide better signage opportunities and uniform design standards that will enhance the center itself and facilitate attractive retail development for the City as identified in General Plan Policies IX-26 and IX-45.

A definition for a gateway sign will be incorporated into Chapter 17.90 (Definitions) to be defined as follows:

"Gateway Sign" means two monument signs flanking a private access driveway located off a public right-of-way and matching in size, design, and sign area.

An example of a gateway sign is attached as Attachment E.

Monument Signs

During the Signage Workshop the Planning Commission reviewed existing monument signs displayed throughout commercial shopping centers within the City. The Commission suggested that the separation between monument signs within commercial shopping centers was not adequate and visually distracting compared to the wide street frontage many of the commercial shopping centers front. The required minimum separation between monument signs is 300 feet. The Planning Commission suggested that the required minimum separation between monument signs in commercial shopping centers be 150 feet, similar to that establish for gateway signs.

Directional Signs

Presently, Chapter 17.30 (Signs) allows directional signs but limits the sign area to four square-feet and can only contain information such as "entrance", "exit" or directional arrows designed to be viewed by onsite pedestrians or motorists. One of the benefits outlined during the review of the existing signage at The Commons and Civic Center was the presence of directional signage which assisted guiding shoppers and visitors throughout both grounds.

The Planning Commission deemed directional signage as an appropriate method for commercial shopping centers to guide and inform patrons and visitors of the businesses in the center. Commercial shopping centers are allowed to have a maximum height of 6 feet and a maximum sign area of 4 feet. Commercial shopping centers with 5 to 10 tenants can have a maximum of 2 directional signs and commercial shopping centers with more than 10 tenants can have up to 3 directional signs. Directional signs are not allowed to have lighting and are required to be located within the shopping center. An example of a tenant directional sign is attached as Attachment E.

REQUIRED FINDINGS:

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

ENVIRONMENTAL REVIEW:

This project is Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. A Notice of Exemption has been prepared and is attached as Attachment F.

FISCAL IMPACT/SOURCE OF FUNDING:

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

REQUESTED ACTION:

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

ATTACHMENTS:

- Attachment A: City Council Ordinance 2015-328
- Attachment B: Planning Commission Resolution 2015-593
- Attachment C: Updated Land Use and Development Code (changes only)
- Attachment D: Draft Planning Commission Minutes (August 20, 2015)
- Attachment E: Proposed Sign Examples
- Attachment F: Notice of Exemption

ITEM 13 ATTACHMENT A
ORDINANCE NO. 2015-328

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

WHEREAS, the City Council of the City of Calabasas, California ("the City Council") has considered all of the evidence including, but not limited to, the Planning Commission Resolution No. 2015-593, Planning Division staff report and attachments, and public testimony before making a final decision on September 9, 2015; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. 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 _____, 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard
City Attorney

Exhibit A: Land Use and Development Code (changes only)

ITEM 13 ATTACHMENT B
**PLANNING COMMISSION
RESOLUTION NO. 2015-593**

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF CALABASAS RECOMMENDING
TO THE CITY COUNCIL APPROVAL OF FILE NO.
150000987, AMENDING CHAPTER 17.30 (SIGNS)
TO PERMIT GATEWAY, FREEWAY FACING
MONUMENT AND TENANT IDENTIFICATION
DIRECTIONAL SIGNS TO COMMERCIAL
SHOPPING CENTERS PURSUANT TO
CALABASAS MUNICIPAL CODE SECTION
17.76.010.**

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 presentations at a Signage Workshop held on February 19, 2015, and public hearings held on April 2; April 16; July 16; and August 20, 2015 before the Planning Commission.
3. The 2030 General Plan, Land Use and Development Code and all other applicable regulations and codes.
4. Public comments, written and oral, received and/or submitted at or prior to the August 20th, 2015 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 August 20, 2015 Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's Market and at Calabasas City Hall.
2. Notice of Planning Commission public hearing complied with the notice requirements set forth in Government Code Section 65009 (b)(2).
3. Notice of the August 20, 2015 Planning Commission public hearing was posted in the Las Virgenes Enterprise ten (10) days prior to the hearings.

4. This project is Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

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

FINDINGS

In accordance with Sections 17.76.050(B) of the Calabasas Municipal Code, the City Council may approve an amendment to the Land Use and Development Code, based upon consideration of a recommendation by the Planning Commission. The Planning Commission may recommend to the City Council approval of an amendment to the Land Use and Development Code, provided that the following findings are made:

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

The text amendments to Chapter 17.30 of the Land Use and Development Code identify standards and procedures for permitting gateway, freeway facing monument and directional signs for commercial shopping centers of five or more tenants which provide these commercial shopping centers in the City viable business identification opportunities currently not permitted by the Land Use and Development Code. Accordingly, these text amendments are consistent with the action items and policy directives in the City's 2030 General Plan such as Policies IX-44 and IX-45 which promote the protection/enhancement of public views and scenic resources; freeway corridor beautification; reduction of freeway oriented signs and uses and pursues the elimination of remaining billboards, amortization of non-conforming pole signs, and an overall reduction of sign clutter. To take advantage of the new freeway-facing monument sign opportunities, commercial shopping centers will have to bring freeway-facing frontage into compliance with the scenic corridor and freeway corridor development and screening standards and will have to remove any existing nonconforming signs. Also, the proposed text amendment is consistent with General Plan Policies X-II and XII-2, which call to facilitate retail and service businesses in those sectors patronized by the local population and travelers along the Ventura 101 Freeway and facilitate attractive retail development in Old Town, Calabasas Road, Agoura Road and Ventura freeway interchanges at Parkway Calabasas, Las Virgenes Road and Lost Hills Road

The proposed text amendments will improve the livability of the City by enhancing established high quality design and development standards for the newly permitted signs for commercial shopping centers by implementing the

vision and desires of the community as expressed in the City's 2030 General Plan. Therefore, this Development Code Amendment meets this finding.

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

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

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

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

4. *The proposed Amendments to the development code are internally consistent.*

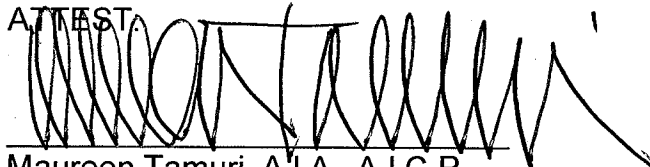
The text amendments have been written to be internally consistent with all applicable provisions of the Land Use and Development Code such as Calabasas Municipal Section (CMC) 17.18.040 (Scenic Corridor); CMC Section 17.20.120 (Freeway Corridor Development) and Chapter 17.27.030 (Lighting standards),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

Section 4. In view of all of the evidence and based on the following findings and conclusions, the Planning Commission hereby recommends to the City Council adoption of an ordinance approving the text amendments to Chapter 17.30 (Signs) of the Land Use and Development Code.

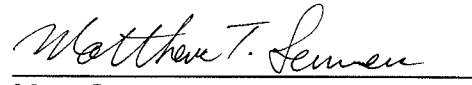
Section 5. All documents described in Section 1 of PC Resolution No. 2015-593 are deemed incorporated by reference as set forth at length.

PLANNING COMMISSION RESOLUTION NO. 2015-593 PASSED, APPROVED AND ADOPTED this 20th day of August, 2015.


Robert Lia, Chairperson

ATTEST

Maureen Tamuri, A.I.A., A.I.C.P.
Community Development Director

APPROVED AS TO FORM:


Matt Summers,
City Attorney

Planning Commission Resolution No. 2015-593, was adopted by the Planning Commission at a public hearing held August 20, 2015, and that it was adopted by the following vote:

AYES: Chair Lia, Commissioners Weintraub, Sikand, Mueller & Washburn

NOES: None

ABSENT: None

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.”

ITEM 13 ATTACHMENT C

Chapter 17.30 - SIGNS*

Sections:

17.30.010 - Purpose.

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

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.020 - General provisions.

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

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

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

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.030 - Exempt signs.

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

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

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

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

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

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.040 - Prohibited signs.

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

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

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

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.050 - Sign permits and program required.

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

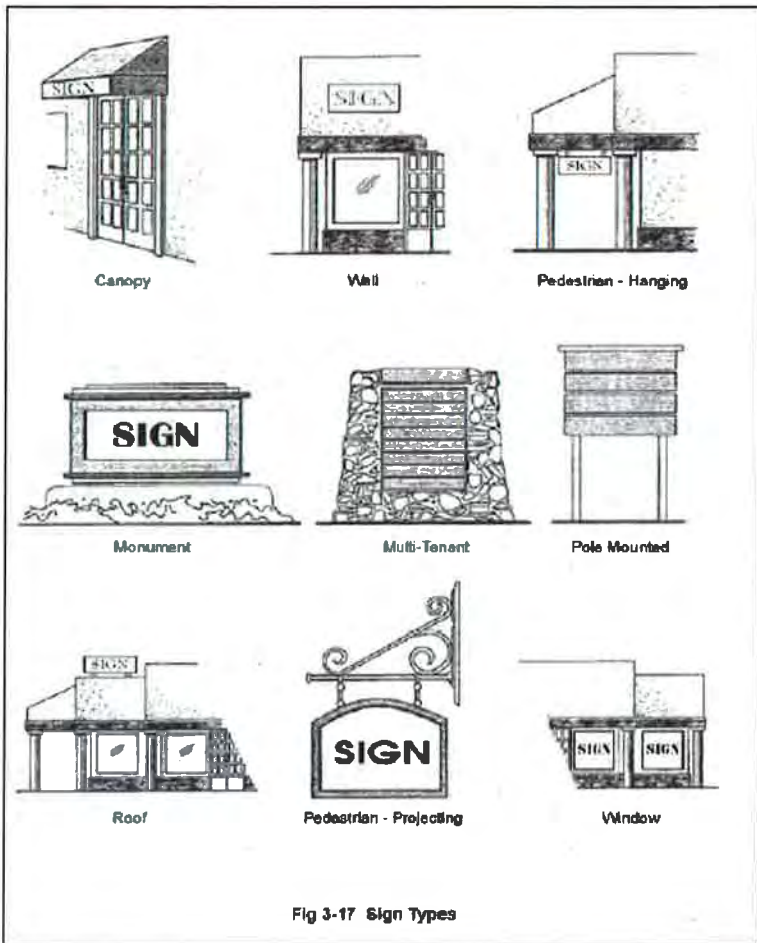
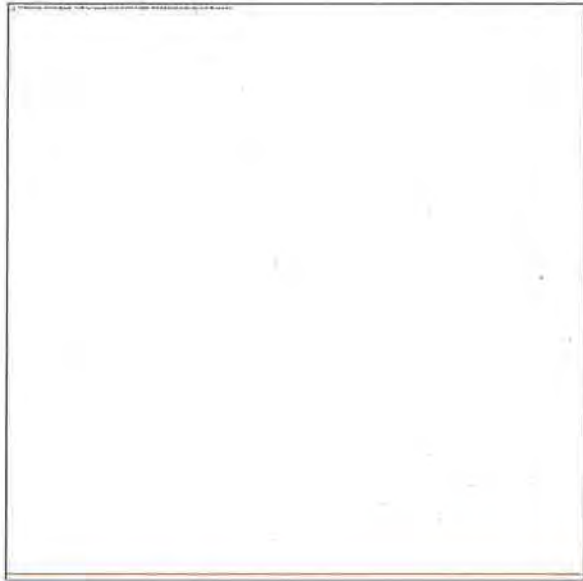
A sign program shall consist of a description, including dimensions, materials, locations, and illustration of all signs proposed on the site. The sign program shall have a unifying design theme or style, as approved by the director. A separate sign permit shall be required for all signs constructed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

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

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

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

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



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

17.30.060 - Sign design criteria.

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

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

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

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.070 - Method of measuring of sign area and height.

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

- A. Sign Area. Sign area shall be computed by drawing a line around the outer perimeter of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The total area of the sign shall include all sign faces. See Figure 3-18.
- B. Monument Sign Height and Area. Sign area shall be measured using the criteria described in Section 17.30.060(A) except area calculations shall not include architectural treatments and support structures that are separately regulated. One side of a double-faced (back to back) sign shall be included when calculating sign area. Sign height shall be measured as the vertical distance from grade adjacent to the base of the sign footing, to the top of the sign, including the support structure and any design elements. In no case shall an artificial grade be established for the sole purpose of elevating the grade adjacent to the base of the sign footing for purposes of sign measurement. See Figure 3-19.
- C. Freeway Facing Monument Sign Additional Height and Area for Commercial Shopping Centers: The Planning Commission shall consider an application and may grant the allowance of additional height up to sixteen (16) feet maximum allowed when a) recommended by the Architectural Review Panel, and b) at least one of the following circumstances is present:
1. The sign is obscured by a physical barrier, such as an existing structure or berm, reducing its visibility from a scenic corridor or public right of way;
 2. The location of the sign is at a disadvantage for viewing due to its location at distance from a scenic corridor or right of way;
 3. The sign seeks to identify multiple tenants, and the legibility of the tenant signage is enhanced by additional sign area;

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

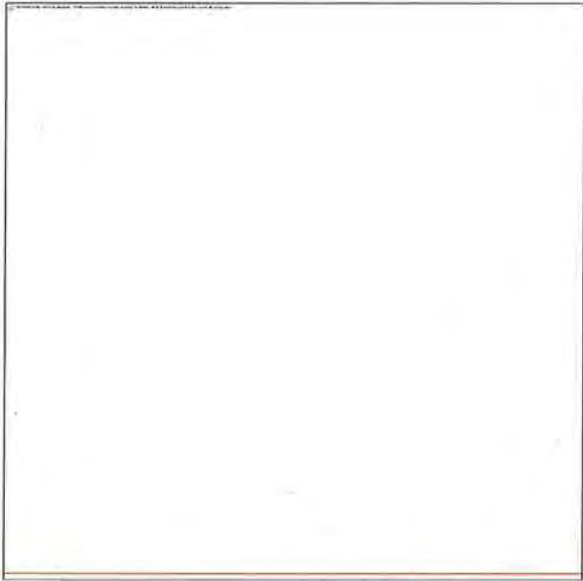


Fig 3-18 Measurement of Sign Area

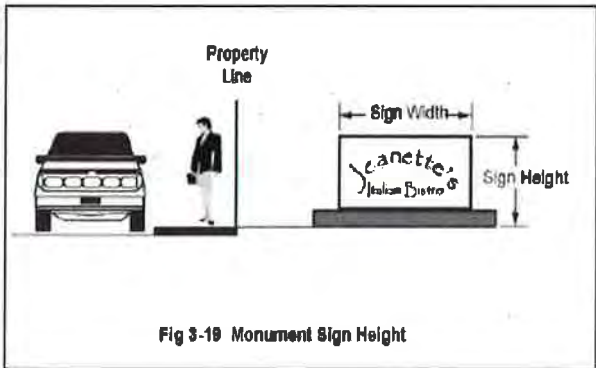


Fig 3-19 Monument Sign Height

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.080 - On-site sign regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sign Type	Sign Class	Maximum Number	Maximum Sign Area	Maximum Sign Height	Location Requirements	Lighting Allowed	Additional Requirements
Building Mounted	Commercial office or business park	1 per building	0.5 sq. ft. per linear foot of project store front; 15 sq. ft. minimum and 80 sq. ft. maximum per sign.	Shall not project above an eave or parapet, including the eaves of a mansard roof.	Centered on wall or canopy over store front and proportional to building mass.	Interior or exterior. All lighting shall comply with Lighting Ordinance.	Letters to be individually mounted on the building. Sign area may not be accumulated on one lineal dimension of the building & shall not exceed the allowed area on any one dimension of the building. Businesses that sublease a minimum of 100 square feet within a major tenant located in a shopping center shall be allowed a 15 square foot sign.
Building Mounted	Retail – Tenant Identification	1 per street frontage or 1 for each occupancy for multitenant building. 1 additional for each tenant space that faces on more than 1 street. Max. 2	0.5 sq. ft. per linear foot of project store front; 15 sq. ft. minimum and 80 sq. ft. maximum per sign.	Shall not project above an eave or parapet, including the eaves of a mansard roof.	Centered on wall or canopy over store front and proportional to building mass.	Interior or exterior. All lighting shall comply with Lighting Ordinance.	Letters to be individually mounted on the building. Sign area may not be accumulated on one lineal dimension of the building & shall not exceed the allowed area on any one dimension of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 3-21

Permitted Signs for Specific Land Uses

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

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

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

17.30.090 - Nonconforming signs.

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

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

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.100 - Nonconforming sign abatement.

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

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

All other
nonconforming signs

Life of sign or as required by Section 17.30.090

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

- c. The detriment, if any, caused to the neighborhood by continuance of the nonconforming sign beyond the amortization period;
- d. The amount of time needed to amortize the investment in the sign; and,
- e. Any available depreciation information from the owner's latest federal income tax return, or other applicable documentation.

3. Decision and Order. The council's decision and the findings in support of the decision shall be in the form of a written order and shall be served upon the appellant personally or by certified mail, return receipt requested, within ten (10) days after the decision is rendered. The order shall be binding upon the appellant, the owners of the business advertised on the sign, the owners of the property on which the sign is located, and the owners' successors, heirs and assignees. If the council grants a time extension, the council may require reasonable modifications or alterations to the sign for the purpose of improving the sign's appearance or compliance with this development code, the Municipal Code or state law.

4. Recordation of Order. Within thirty (30) days after the hearing, notice of the decision and order of the council shall be recorded with the Los Angeles County recorder's office.

E. Applicability of Section.

- 1. This section applies only to legal nonconforming signs.
- 2. Nothing herein prevents the earlier removal of a legal nonconforming sign pursuant to Section 17.30.110

(Ord. No. 2010-265, § 3, 1-27-2010)

17.30.110 - Removal of illegally installed or unsafe signs.

A. Unsafe Signs. Any sign that presents an immediate danger to the public health or safety may be removed by the city without prior notice. Alternatively, the director may issue a notice of violation and give the permit holder, property owner, or person in possession and control of the property fifteen (15) days to cure the violation. The date of service shall be the date the director places the notice in a U.S. Postal Service mail receptacle. In the case of an unsafe sign removed by the city, the costs of such removal and storage shall be borne by the permit holder, property owner, or person in possession and control of the property, as applicable and may be collected by the city in the same manner as it collects any other debt or obligation. No unsafe sign that has been removed and stored by the city shall be released until the costs of removal and storage have been paid. If an unsafe sign remains uncured for a period of thirty (30) days after service of the notice, the city may remove the sign and dispose of it.

B. Illegal Signs. Any illegal sign shall be removed or brought into conformity by the permit holder, property owner, or person in possession and control of the property following written notice from the director as specified in Chapter 17.80. The director's order may be appealed to the council in the manner provided in Chapter 17.80

C. Abandoned Signs. A sign that advertises or otherwise identifies a business or activity which has been discontinued on the premises for a period of ninety (90) days shall be considered abandoned and shall be removed by the owner or lessee of the premise.

D. Penalties. Illegal signs shall be subject to the remedies established in Municipal Code Chapter 17.80

E. Removal of Illegal Signs in the Public Right-of-Way. The director may cause the immediate removal of any sign within the public right-of-way or on property that is otherwise abandoned that has been placed there without first complying with the requirements of this chapter.

(Ord. No. 2010-265, § 3, 1-27-2010)

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January 2010**

Definitions

Chapter 17.90

18. "Directory sign" means a sign for listing the tenants or occupants and their suite numbers of a structure or center.
19. "Double-faced sign" means a single structure monument sign located perpendicular to the street.
20. "Flag" means the official flag of a government, religious group or other organization.
21. "Flashing sign" means a sign that contains an intermittent or sequential flashing light source.
22. "Freestanding sign" means a sign which is erected or mounted on its own self-supporting permanent structure or base detached from any supporting elements of a building.
23. "Freeway facing sign" means a building mounted sign that is located (a) on a site that directly abuts the 101 Freeway and (b) is located on the one side of the building that is generally parallel to the freeway.
- 23-24. "Gateway Sign" means two monument signs flanking a private access driveway located off a public right-of-way and matching in size, design, and sign area.
- 24-25. "Illegal sign" means a sign that was not established or is not being maintained in compliance with the applicable provisions of the Los Angeles County Zoning Code or this chapter that applied to the sign at the time it was installed.
- 25-26. "Illuminated sign" means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.
- 26-27. "Inflatable sign" means an object made of an airtight material, generally greater than eighteen (18) inches in diameter at its widest point, filled with air or gas to form a three dimensional shape and used as a sign.
- 27-28. "Institutional sign" means a sign identifying the premises of a church, school, hospital, rest home, or similar institutional facility.

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28.29. "Kiosk" means a free standing structure erected on a foundation and designed to provide advertising space for a group of buildings in a shopping center addressing a pedestrian audience.

29.30. "Logo sign" means an established trademark identifying the use of a structure.

30.31. "Marquee sign" means a sign designed to have changeable copy. Marquee signs may be a freestanding sign or a wall sign.

31.32. "Menu board" means a permanently mounted sign displaying the bill of fare for a drive-through restaurant.

32.33. "Monument sign" means a free-standing sign permanently affixed to the ground by a solid base or by supports so that the sign face, in its entirety, is situated above and between the outermost edges of the supporting base or support structures, and so that the open space, if any, beneath the sign face is not greater than one-fifth the overall sign height.

33.34. "Neon sign" means a sign with tubing that is internally illuminated by neon or other electrically charged gas.

34.35. "Non-appurtenant sign" means any sign which does not relate to, or which relates only incidentally to, the occupant of the site or the principal business conducted within the structure.

35.36. "Noncommercial copy" means a message that does not include commercial copy.

36.37. "Nonconforming sign" means an advertising structure or sign which was lawfully erected and maintained prior to the adoption of this Zoning Ordinance, and which has subsequently come under the requirements of this Zoning Ordinance, but does not now completely comply.

37.38. "Open/closed sign" means an "open" or "closed" window sign.

38.39. "Open house sign" means a temporary sign posted to indicate a salesperson is available to represent the property subject to sale, lease or rent.

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

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

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

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

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

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

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

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

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

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

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

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



CITY of CALABASAS

**MINUTES OF A MEETING OF THE
PLANNING COMMISSION OF THE CITY OF CALABASAS
CALIFORNIA, HELD THURSDAY, AUGUST 20, 2015**

Opening Matters:

Call to Order/Roll Call of the Commissioners

Chair Lia called the meeting to order at 7:00 PM in the City Hall Council Chambers, 100 Civic Center Way, Calabasas, California

Present: Lia, Sikand, Mueller, Washburn. Commissioner Litt had an excused absence. Commissioner Weintraub arrived at 8:18pm.

Staff: Summers, Mirzakhonian, Klein, Figueroa and Tamuri

Pledge of Allegiance

The Pledge of Allegiance was led by Sr. Planner Mirzakhonian

Approval of Agenda

Commissioner Washburn moved, seconded by Commissioner Sikand, to approve the Planning Commission Agenda of August 20, 2015. MOTION CARRIED 4/0

Announcements and Introductions

Oral Communications – Public Comment

Consent Item(s):

1. Approval of Minutes: August 6, 2015

Commissioner Mueller moved, seconded by Commissioner Sikand, to approve the Planning Commission Agenda of August 20, 2015. MOTION CARRIED 4/0

Public Hearing Item(s)

2. **File No.15000753.** A request for a Conditional Use Permit to operate a compounding pharmacy/drug store within an existing shopping

center located at 26787 Agoura Road (Suites E6 and E7) in the Commercial, Retail (CR) zoning district and Scenic Corridor (SC) overlay zone. The Project is Categorically Exempt from CEQA per Sections 15061(b)(3) and 15301 (Existing Facilities) of the CEQA Guidelines.

Submitted by: Blue Ocean Wellness, Inc.
Planner: Talyn Mirzakhian

A presentation was made by Sr. Planner Mirzakhian. The Commission asked questions of staff, including the code provisions for medical services, which are allowed within this zone.

Chair Lia opened the meeting for public comment at 7:12 P.M.

Speakers: Joel Abergel and Eileen Abergel (applicants)

The Commissioners asked questions of the applicants, including the hours of operation.

Chair Lia closed the public hearing at 7:14 P.M.

Commissioner Washburn moved, seconded by Commissioner Mueller, to approve File No. 150000753. MOTION CARRIED 4/0

3. **File No. 15000709.** Request for a Site Plan Review to construct a 700 square-foot, two-story addition and an interior remodel on a legal nonconforming residence located at 4524 Park Verona within the Residential Single-Family (RS) zoning district. (APN: 2068-015-012).The City's staff has determined that the project is exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) and Section 15301 Class 1 (e), (Additions to existing structures), of the CEQA Guidelines.

Submitted by: Sayeed Banaie
Planner: Andrew Cohen-Cutler

A presentation was made by Sr. Mirzakhian Planner. The Commission asked questions of staff. Chair Lia noted, and staff confirmed, that the calculation of site area was incorrectly stated at 43%, and should be 49%. Staff concurred.

Chair Lia opened the meeting for public comment at 7:28 PM.

Speakers: Angel Vita and Saheed Banaib

Chair Lia closed the public hearing at 7:30 PM.

Chair Lia called for a vote on the motion.

Commissioner Muller moved, seconded by Commissioner Washburn, to approve File No. 150000709 with Finding no. 1 amended to correct the site coverage calculation from 43% to 49.25%. MOTION CARRIED 4/0

4. **File No. 150000664.** Request for Site Plan Review and Oak Tree Permit to add 923 square-feet and a two car garage to an existing two-story single-family residence located at 4036 Blackbird Way, within the RS zoning district. The proposed project involves the encroachment into the protected zone of four coast live oak trees. The City's staff has determined that the project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) and Section 15301 (Minor Expansion) of the CEQA Guidelines.

Submitted by: Raul Mayorga
Planner: Michael Klein

A presentation was made by Planner Klein. The Commission asked questions of staff, including the location of the heritage oak trees on the site, and the construction impacts on the neighbor's oak trees.

Chair Lia opened the meeting for public comment 7:48 PM.

Speakers: Raul Mayorga, Kelli Millwood, Allen Hill

The Commissioners asked questions of the applicants and the architect regarding the oak trees.

Chair Lia closed the public hearing at 8 PM.

Commissioner Muller moved, seconded by Commissioner Sikand, to approve File No. 150000664 with amended Condition #26 to state "If any of the 4 trees declines to a point that it cannot be saved, or if any of the 4 oak trees die within two years of the issuance of a certificate of occupancy as a result of construction in the opinion of the City Arborist, the tree shall be replaced onsite at a 1;1 trunk diameter ration. If on site replacement is not feasible, the owner shall submit a plan for off-site replacement to the satisfaction of the CD Director or a cash payment to the City based on the trees value amount as determined by the City's production Replacement Cost (PRC) values".

Open the public hearing 8:10PM to ask applicants Millwood and Hill if they accepted the amended language, to which they stated yes.

Chair Lia closed the public hearing at 8:11 and called for a vote.

MOTION CARRIED 4/0

5. **File No. 15000662.** Request for an Administrative Plan Review to enclose an existing 216 square-foot balcony/patio cover and convert it to habitable space, and construct: (1) a 728 square-foot pool house with an attached 155 square-foot trellis; (2) pool/spa and associate equipment; (3) a 650 square-foot patio cover; (4) a 291 square-foot trellis with a bbq; and (5) a 464 square-foot trellis, and a Variance to exceed the allowable height of the aforementioned accessory structures near a significant ridgeline (CMC Section 17.20.150(C)(2)) to an existing, legal nonconforming 6,797 square-foot, single-family residence located at 25516 Prado De Azul located within the Residential, Single-Family (RS) zoning district (A.P.N. 2069-100-035).

Submitted by: Nextects Architects
Planner: Isidro Figueroa

A presentation was made by Planner Figueroa. The Commission asked questions of staff regarding the history of the ridgeline running through this area.

Chair Lia opened the meeting for public comment at 8:39 PM.

Speakers: Larry Brisley

Chair Lia closed the public hearing at 8:44 PM.

Commissioner Sikand moved, seconded by Commissioner Muller, to approve File No. 150000592.

MOTION CARRIED 5/0

6. **File No150000987.** Request to amend Chapter 17.30 (Signs) to permit gateway signs, freeway-facing monument signs and tenant identification directional signs to commercial shopping centers pursuant to Calabasas Municipal Code Section 17.76.010. 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.

Submitted by: Citywide
Planner: Isidro Figueroa

A presentation was made by staff. The Commission asked questions of staff. Planner Figueroa noted a correction to item no. 3 under Section 2 of Planning Commission Resolution 2015-593, the beginning of the sentence should be changed to read "Notice of the August 20, 2015 Planning Commission...(the rest of the sentence shall remain the same)".

Chair Lia opened the meeting for public comment at 8:59PM.

Speakers: None

Chair Lia closed the public hearing at 9pm PM.

Commissioner Weintraub moved, seconded by Commissioner Weintraub, to approve File No. 150000592 as amended to include the revision noted by Planner Figueroa.

MOTION APPROVED 5/0

10:00 P.M. - Future Agenda Items and Reports:

7. Director's Report and Update on Current Project and Future Agenda Items.
8. Reports from the Planning Commission

Adjournment:

At 9:12 PM, Chair Lia adjourned the to the regularly scheduled meeting of the Planning Commission on September 3, 2015 at 7:00 P.M. in Council Chambers, City Hall, 100 Civic Center Way.

Example Freeway Facing Signage



Example Gateway Signage



Example Tenant Directional Signage





CITY of CALABASAS

Community Development Department
Planning Division
100 Civic Center Way
Calabasas, CA 91302
T: 818.224.1710

www.cityofcalabasas.com

Notice of Exemption

To: _____ County Clerk, County of Los Angeles
12400 East Imperial Highway, Room 2001
Norwalk, CA 90650

_____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

SUBJECT: FILING OF NOTICE OF EXEMPTION IN COMPLIANCE WITH SECTION 15062 OF THE PUBLIC RESOURCES CODE

Project Title/File No.: 150000987
Project Location: Citywide, in the City of Calabasas, County of Los Angeles.
Project Description: Request to amend 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.
Name of approving public agency: City of Calabasas City Council
Project Sponsor: City of Calabasas, 100 Civic Center Way, Calabasas, Ca, 91302

Exempt Status: _____ Ministerial (Sec. 21080(b)(1); 15268)
_____ Declared Emergency (Sec. 21080(b)(3); 15269(a))
_____ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
 Categorical Exemption—Section 15061(b)(3)
_____ Statutory Exemptions. Section _____

Reason(s) why Project is exempt: The proposed Land Use and Development Code amendment to Chapter 17.30 (Signs) to permit a gateway, freeway-facing monument and tenant identification directional signs to commercial shopping centers will not result in the intensification of development or have any impact or effect to the physical environment, since business identification signage for commercial shopping centers is already permitted and the code amendment is internally consistent with all other applicable provisions of the Land Use and Development Code.

Lead Agency/Contact Person: Isidro Figueroa, Planner, City of Calabasas Planning Division, 100 Civic Center Way, Calabasas, CA 91302.

Date: September 9, 2015 **Signature:** _____
Isidro Figueroa
Title: Planner
Phone: (818) 224-1708

City of Calabasas Planning Division
Plan Preparation Guidelines & Minimum Plan Contents

Date received for filing and posting: _____



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: AUGUST 31, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR



SUBJECT: ADOPTION OF ORDINANCE NO. 2015-327, ADDING SUBSECTION D TO SECTION 15.04.740 AND SUBSECTION D TO SECTION 15.4.580 OF THE CALABASAS MUNICIPAL CODE AMENDING ARTICLE 690 OF THE CALIFORNIA ELECTRICAL CODE AND CALIFORNIA PLUMBING CODE SECTION 103, RELATING TO EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS.

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

That the City Council adopt Ordinance No. 2015-327, Adding Subsection D To Section 15.04.740 And Subsection D To Section 15.4.580 Of The Calabasas Municipal Code Amending Article 690 Of The California Electrical Code And California Plumbing Code Section 103, Relating To Expedited Permitting Procedures For Small Residential Rooftop Solar Systems

BACKGROUND:

At the August 26, 2015 City Council meeting, the Council conducted a public hearing and introduced Ordinance No. 2015-327 which will establish an expedited permitting process for small roof-top solar installations in compliance with new State of California law. It is now appropriate for this ordinance to be formally adopted.

FISCAL IMPACT/SOURCE OF FUNDING:

The FY 15/16 budget contains a budget of \$25,000 to purchase a new software module which will allow for on line permitting of small solar systems in compliance with state law requirements.

REQUESTED ACTION:

That the City Council adopt Ordinance No. 2015-327, Adding Subsection D To Section 15.04.740 And Subsection D To Section 15.4.580 Of The Calabasas Municipal Code Amending Article 690 Of The California Electrical Code And California Plumbing Code Section 103, Relating To Expedited Permitting Procedures For Small Residential Rooftop Solar Systems

ATTACHMENTS:

A: Ordinance No. 2015-327

ITEM 14 ATTACHMENT A

ORDINANCE NO. 2015-327

AN ORDINANCE OF THE CITY COUNCIL, OF THE CITY OF CALABASAS CALIFORNIA, ADDING SUB SECTION D TO SECTION 15.04.740 AND SUBSECTION D TO SECTION 15.4.580 OF THE MUNICIPAL CODE AMENDING ARTICLE 690 OF THE CALIFORNIA ELECTRICAL CODE AND CALIFORNIA PLUMBING CODE SECTION 103, RELATING TO EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

WHEREAS, Citing the desire to foster a “modernized and standardized permitting process” for small-scale residential solar energy systems, the State Legislature recently passed AB 2188 to amend the Solar Rights Act of 1978;

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code , declares the implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair, as that term is used in Section 5of Article XI of the California Constitution, but is instead a matter of statewide concern;

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems;

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

WHEREAS, The intent of this proposed Ordinance is to comply with Subdivision (g)(1) of Section 65850.5 of the California Government Code by amending Article 690 of the California Electrical Code in order to implement an expedited, streamlined permitting process for small residential rooftop solar energy systems;

WHEREAS, the City Council does hereby further find that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the California Building Standards Code, and amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are administrative in nature as the actions create an expedited permitting process for certain small residential rooftop

solar energy systems as required by statute and will enhance, and not adversely affect the environment in any manner by promoting the development of small residential rooftop solar energy systems;

WHEREAS, this Ordinance does not impose a more restrictive California Electrical or Plumbing Code Standard based upon local climatic, geographical or topographical findings and is solely intended to create an administrative process to comply with Subsection (a) of Section 65850.5 of the California Government Code;

NOW, THEREFORE, in order to comply with Section 714 of the Civil Code and Section 65850.5 of the Government Code,

THE CITY COUNCIL OF THE CITY OF CALABASAS DOES ORDAIN AS FOLLOWS:

SECTION 1. Subsection D., is hereby added to the Calabasas Municipal Code Section 15.04.740 to read as follows:

Article 690.1(A) is hereby added to the California Electrical Code for the City of Calabasas as follows:

**“EXPEDITED, STREAMLINED PERMITTING PROCESS FOR
SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS”**

1. A “small residential rooftop solar energy system” means all of the following:
 - 1.1. A photovoltaic solar energy system that is (i) no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal and (ii) with all photovoltaic panels mounted on the rooftop of a single or duplex family residential structure.
 - 1.2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.
 - 1.3. A solar panel or module array that does not exceed the maximum legal building height as defined by the Calabasas Land and Development Use Code.
2. The following definitions apply to this article:

- 2.1 "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.
 - 2.2 "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
 - 2.3 "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
3. The city shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.
4. Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.
5. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.
6. The intent of this article, is to substantially conform the City's expedited, streamlined permitting process for small residential rooftop solar energy systems with the recommendations for expedited permitting, including the eligibility checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

7. The small residential rooftop solar energy system eligibility checklist developed and promulgated by the building official shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. Should the City not have the capability to accept electronic signatures, no signature shall be required.
8. "Electronic submittal" means the utilization of one or more of the following:
 - 8.1. E-mail,
 - 8.2. The internet,
 - 8.3. Facsimile.
9. Prior to submitting an application, the applicant shall:
 - 9.1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
 - 9.2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.
10. An application that satisfies the information requirements in the eligibility checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

11. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the eligibility checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.
12. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and includes a consolidated inspection by building and safety staff, as agreed to by the County of Los Angeles Fire Department. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

SECTION 2. Subsection D., is hereby added to the Calabasas Municipal Code Section 15.04.580 to read as follows:

Section 103.9 is hereby added to the California Plumbing Code for the City of Calabasas as follows:

**"EXPEDITED, STREAMLINED PERMITTING PROCESS FOR
SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS"**

1. A "small residential rooftop solar energy system" means all of the following:
 - 1.1. A photovoltaic solar energy system that is (i) no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal and (ii) with all photovoltaic panels mounted on the rooftop of a single or duplex family residential structure.
 - 1.2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.
 - 1.3. A solar panel or module array that does not exceed the maximum legal building height as defined by the Calabasas Land and Development Use Code.
2. The following definitions apply to this code:

- 2.1 "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.
 - 2.2 "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
 - 2.3 "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
3. The city shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.
4. Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.
5. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.
6. The intent of this article, is to substantially conform the City's expedited, streamlined permitting process for small residential rooftop solar energy systems with the recommendations for expedited permitting, including the eligibility checklists and standard plans contained in the most current version of the California Solar Permitting

Guidebook adopted by the Governor's Office of Planning and Research.

7. The small residential rooftop solar energy system eligibility checklist developed by the building official shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. Should the City not have the capability to accept electronic signatures, no signature shall be required.
8. "Electronic submittal" means the utilization of one or more of the following:
 - 8.1. E-mail,
 - 8.2. The internet,
 - 8.3. Facsimile.
9. Prior to submitting an application, the applicant shall:
 - 9.1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
 - 9.2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.
10. An application that satisfies the information requirements in the eligibility checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all

deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

11. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the eligibility checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.
12. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and includes a consolidated inspection by building and safety staff, as agreed to by the County of Los Angeles Fire Department. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

SECTION 3. CEQA. This Ordinance is exempt from the California Environmental Quality Act pursuant to State Guidelines §15061 (b) (3) as a project that has no potential for causing a significant effect on the environment.

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

SECTION 5. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 6. Effective Date. This Ordinance is adopted by the City Council and shall take effect September 30, 2015. No portion of this ordinance shall cause any effect until September 30, 2015.

SECTION 7. Publication. The City Clerk shall cause this Ordinance to be published in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance, and shall cause this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City Council.

PASSED, APPROVED AND ADOPTED this 9th day of September , 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:


Scott H. Howard, City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 9, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: BENJAMIN K. CHAN P.E., T.E., DEPUTY PUBLIC WORKS DIRECTOR
 ROBERT YALDA P.E., T.E, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: RECOMMENDATION TO ADOPT RESOLUTION NO. 2015-1476 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING AND ACCEPTING THE COMPLETED 2015 CITY-WIDE SPEED SURVEY AND AUTHORIZING THE UPDATE AND ENFORCEMENT OF THE PROPOSED POSTED SPEED CHANGES, ACCORDINGLY.

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

The Traffic & Transportation Commission has reviewed the 2015 Citywide Speed Survey and is respectfully submitting this document to the City Council for recommendation of approval through Resolution No. 2015-1476. This will ensure adequate and accurate speed enforcement by the Sheriff's Department, while enabling all issued citations to be upheld in a court of law. Therefore, it is recommended that the City Council adopt Resolution No. 2015-1476, approving the 2015 Citywide Speed Survey and allowing the city to confirm or revise posted speed limits on various streets, based on the findings of the survey.

BACKGROUND:

Speed surveys serve as a valuable information source in determining safe and reasonable speeds for local roads. Speed surveys not only compile data of the

speed of vehicles on the road, but also take into account the volume of traffic on the road, and accident rates. The findings from this data provide a long term view of trends and issues on surface streets.

A Citywide speed survey takes this one step further and looks at every major street within a city to provide information on the transportation network as a whole. A citywide speed survey of prevailing speeds, completed with collision records and roadside conditions information, is referred to as an Engineering and Traffic Survey (ET&S) in Section 627 of the 2015 State of California Vehicle Code (CVC).

The California Vehicle Code (CVC) Section 22357 requires posted speed limits along collector and arterial roadways be established and justified by an ET&S. Furthermore, CVC Section 40802 requires that, in order for posted speed limits to be enforceable, each ET&S should be updated every seven (7) years. Posted speed limits that do not have a current ET&S are not enforceable by the Police Department using radar (CVC Section 40802(c)(2)(B)(i)).

The current citywide ET&S were adopted by City Council in September 10, 2008. The 2015 citywide speed data was conducted by National Data Base (NDS), using calibrated handheld radar speed guns. The ET&S survey was completed in June, 2015.

The ET&S presented here will serve to update the information concerning the streets of Calabasas, and allow law enforcement to use all of the tools available to them to enforce speed limits.

DISCUSSION/ANALYSIS:

Prima Facie, Local Streets and Business Districts

Prima Facie, Local Streets and Business Districts

The California Speed Law provides blanket prima facie speed limit of 25 mph within residence districts and business districts (CVC 515 and 235). In addition, the prima facie speed of 25 mph also applies when approaching or passing a school building or when passing a senior center or other facility primarily used by senior citizens.

The California Vehicle Code also states that the law does not require posting these streets with a prima facie 25 mph limit because the aforementioned characteristics of a residence district or business district are readily apparent to a motorist. Therefore, a prima facie 25 mph speed limit can be enforced with radar units.

However, CVC Section 22357 permits the establishment of speed limits greater than 25 mph upon the basis that an ET&S that has a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe. The local authority may, by ordinance, determine and declare a prima facie speed limit in the range between 30 to 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe.

Existing Guidelines for Posting Speed Limits

California State Law requires that the posting of speed limits be based on the 85th percentile of travel speeds for any street. The 85th percentile speed is defined as the speed at which 85% of the traffic is traveling at or below that said speed. Experience has shown that the 85th percentile speed is characteristic to safe and reliable driving and generally presents a reasonable speed limit.

In general, speed limits are set in increments of 5 mph. Speed limits that are set 10 miles or more below the 85th percentile will tend to make a large number of drivers operate their vehicles at a speed above the set limit.

For practical purposes and to conform to the 5 mph increment, the numerical speed limit is usually at the 5 mph increment directly above or below the 85th percentile speed. This numerical value is a realistic and enforceable speed limit that allows law enforcement agencies to issue citations to reckless and/or unreliable drivers who do not conform to what the majority (85%) of drivers find to be reasonable speed.

The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5. Any adjustments beyond the additional 5 mph reduction are much more difficult to defend and may not be acceptable in the court of law. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, in compliance with CVC Section 21400 (b). Physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to the driver, in the absence of other factors, would not require special downward speed zoning.

Analysis and Review of City Streets

The majority of the speed limits within the City will not change. However, based upon the recent speed survey, there are three street segments where speed limits will decrease. They are identified and highlighted in Attachment B. To inform

motorists of the speed changes, red flags, warning light and notices will be displayed and mounted next to the new speed limit sign. The following is a brief summary for the street segments where a change is recommended in the posted speed limit:

Park Sorrento/Civic Center Way- between Parkway Calabasas and Calabasas Rd
Existing 30 mph to Proposed 25 mph:

The findings of the speed survey show that the 85th percentile speed is 28 mph. The nearest five mph increment of the 85th percentile speed would be rounded up to 30 mph. Taking into consideration the recent restriping of parking layout from angle to perpendicular parking on Civic Center Way, between Park Sorrento and Calabasas Rd and the presence of pedestrians crossing Civic Center Way near the Commons, it is recommended that the proposed speed limit on Park Sorrento/Civic Center Way between Parkway Calabasas and Calabasas Rd be lowered to 25 mph from the current posted speed of 30 mph.

Mureau Rd between Las Virgenes Rd and Los Angeles County Boundary Line
Existing 45 mph to Proposed 40 mph:

The findings of the speed survey show that the 85th percentile speed is 42 mph. The nearest five mph increment of the 85th percentile speed would be rounded down to 40 mph. Taking into consideration the numerous driveways within this segment of the roadway, it is recommended that the proposed speed limit on Mureau Rd between Las Virgenes Rd and Los Angeles County Boundary Line be lowered to 40 mph from the current posted speed of 45 mph.

Calabasas Rd between Mureau Rd and Civic Center Way
Existing 45 mph to Proposed 40 mph:

The findings of the speed survey show that the 85th percentile speed is 42 mph. The nearest five mph increment of the 85th percentile speed would be rounded down to 40 mph. Taking into consideration the numerous driveways within this segment of the roadway and the presence of delivery trucks unloading cars to several dealerships west of Parkway Calabasas, it is recommended that the proposed speed limit on Calabasas Rd between Mureau Rd and Civic Center Way be lowered to 40 mph from the current posted speed of 45 mph.

FISCAL IMPACT/SOURCE OF FUNDING:

None.

REQUESTED ACTION:

Requesting the City Council to adopt Resolution No. 2015-1476, approving the 2015 Citywide Speed Survey and declaring prima facie speed limits on various streets within the City, pursuant to the 2015 Engineering and Traffic Survey, and the California Vehicle Code.

ATTACHMENTS:

Attachment A: Applicable California Vehicle Code Sections, 2015 Edition

Attachment B: 2015 Citywide Speed Survey Summary

Attachment C: Color-Keyed Map of Speed Limits

Attachment D: Resolution No. 2015-1476

ITEM 15 ATTACHMENT A

Applicable California Vehicle Code Sections, 2015 Edition

Speed limits in California are governed by the California Vehicle Code (CVC), Sections 22348 through 22413; also, pertinent sections are found in Sections 627 and 40802 and others referenced in this section. Some pertinent sections, including the definition of the business and residence districts are included in this report.

Business and Residence Districts: Determination

240. In determining whether a highway is within a business or residence district, the following limitations shall apply and shall qualify the definitions in Sections 235 and 515:

(a) No building shall be regarded unless its entrance faces the highway and the front of the building is within 75 feet of the roadway.

(b) Where a highway is physically divided into two or more roadways only those buildings facing each roadway separately shall be regarded for the purpose of determining whether the roadway is within a district.

(c) All churches, apartments, hotels, multiple dwelling houses, clubs, and public buildings, other than schools, shall be deemed to be business structures.

(d) A highway or portion of a highway shall not be deemed to be within a district regardless of the number of buildings upon the contiguous property if there is no right of access to the highway by vehicles from the contiguous property.

Residence District

515. A "residence district" is that portion of a highway and the property contiguous thereto, other than a business district, (a) upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or (b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.

Round Down Speed Limit

21400 (b) The Department of Transportation shall revise the California Manual on Uniform Traffic Control Devices, as it read on January 1, 2012 to require

the Department of Transportation or a local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, in cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may decide to instead round down the speed limit to the lower five miles per hour increment, but then the Department of Transportation or a local authority shall not reduce the speed limit any further for any reason.

Basic Speed Law

22350. No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property.

Speed Law Violations

22351. (a) The speed of any vehicle upon a highway not in excess of the limits specified in Section 22352 or established as authorized in this code is lawful unless clearly proved to be in violation of the basic speed law.

(b) The speed of any vehicle upon a highway in excess of the prima facie speed limits in Section 22352 or established as authorized in this code is prima facie unlawful unless the defendant establishes by competent evidence that the speed in excess of said limits did not constitute a violation of the basic speed law at the time, place and under the conditions then existing.

Prima Facie Speed Limits

22352. (a) The prima facie limits are as follows and shall be applicable unless changed as authorized in this code and, if so changed, only when signs have been erected giving notice thereof:

(1) Fifteen miles per hour:

(A) When traversing a railway grade crossing, if during the last 100 feet of the approach to the crossing the driver does not have a clear and unobstructed view of the crossing and of any traffic on the railway for a distance of 400 feet in both directions along the railway. This subdivision does not apply in the case of any railway grade crossing where a human flagman is on duty or a clearly visible

electrical or mechanical railway crossing signal device is installed but does not then indicate the immediate approach of a railway train or car.

(B) When traversing any intersection of highways if during the last 100 feet of the driver's approach to the intersection the driver does not have a clear and unobstructed view of the intersection and of any traffic upon all of the highways entering the intersection for a distance of 100 feet along all those highways, except at an intersection protected by stop signs or yield right-of-way signs or controlled by official traffic control signals.

(C) On any alley.

(2) Twenty-five miles per hour:

(A) On any highway other than a state highway, in any business or residence district unless a different speed is determined by local authority under procedures set forth in this code.

(B) When approaching or passing a school building or the grounds thereof, contiguous to a highway and posted with a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching or passing any school grounds which are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a standard "SCHOOL" warning sign. For purposes of this subparagraph, standard "SCHOOL" warning signs may be placed at any distance up to 500 feet away from school grounds.

(C) When passing a senior center or other facility primarily used by senior citizens, contiguous to a street other than a state highway and posted with a standard "SENIOR" warning sign. A local authority is not required to erect any sign pursuant to this paragraph until donations from private sources covering those costs are received and the local agency makes a determination that the proposed signing should be implemented. A local authority may, however, utilize any other funds available to it to pay for the erection of those signs.

Increase of Local Speed Limits to 65 Miles Per Hour

22357. (a) Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe. The declared prima facie or maximum speed limit shall be effective when appropriate signs giving

notice thereof are erected upon the street and shall not thereafter be revised except upon the basis of an engineering and traffic survey. This section does not apply to any 25-mile-per-hour prima facie limit which is applicable when passing a school building or the grounds thereof or when passing a senior center or other facility primarily used by senior citizens.

(b) This section shall become operative on the date specified in subdivision (c) of Section 22366.

Decrease of Local Speed Limits

22358. (a) Whenever a local authority determines upon the basis of an engineering and traffic survey that the limit of 65 miles per hour is more than is reasonable or safe upon any portion of any street other than a state highway where the limit of 65 miles per hour is applicable, the local authority may by ordinance determine and declare a prima facie speed limit of 60, 55, 50, 45, 40, 35, 30, or 25 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street.

(b) This section shall become operative on the date specified in subdivision (c) of Section 22366.

22358.4. (a) (1) Whenever a local authority determines upon the basis of an engineering and traffic survey that the prima facie speed limit of 25 miles per hour established by paragraph (2) of subdivision (a) of Section 22352 is more than is reasonable or safe, the local authority may, by ordinance or resolution, determine and declare a prima facie speed limit of 20 or 15 miles per hour, whichever is justified as the appropriate speed limit by that survey.

(2) An ordinance or resolution adopted under paragraph (1) shall not be effective until appropriate signs giving notice of the speed limit are erected upon the highway and, in the case of a state highway, until the ordinance is approved by the Department of Transportation and the appropriate signs are erected upon the highway.

(b) (1) Notwithstanding subdivision (a) or any other provision of law, a local authority may, by ordinance or resolution, determine and declare prima facie speed limits as follows:

(A) A 15 miles per hour prima facie limit in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, when approaching, at a distance of less than 500 feet from, or passing, a school building or the grounds of a school building, contiguous to a highway and posted with a school warning sign that indicates a speed limit of 15 miles per hour, while children are going to or leaving the school, either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching, at a distance of less than 500

feet from, or passing, school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a school warning sign that indicates a speed limit of 15 miles per hour.

(B) A 25 miles per hour prima facie limit in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, when approaching, at a distance of 500 to 1,000 feet from, a school building or the grounds thereof, contiguous to a highway and posted with a school warning sign that indicates a speed limit of 25 miles per hour, while children are going to or leaving the school, either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching, at a distance of 500 to 1,000 feet from, school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a school warning sign that indicates a speed limit of 25 miles per hour.

(2) The prima facie limits established under paragraph (1) apply only to highways that meet all of the following conditions:

(A) A maximum of two traffic lanes.

(B) A maximum posted 30 miles per hour prima facie speed limit immediately prior to and after the school zone.

(3) The prima facie limits established under paragraph (1) apply to all lanes of an affected highway, in both directions of travel.

(4) When determining the need to lower the prima facie speed limit, the local authority shall take the provisions of Section 627 into consideration.

(5) (A) () An ***ordinance or resolution*** adopted under paragraph (1) ***shall not be effective until appropriate signs giving notice of the speed limit are erected upon the highway and, in the case of a state highway, until the ordinance is approved by the Department of Transportation and the appropriate signs are erected upon the highway.***

(B) For purposes of subparagraph (A) of paragraph (1), school warning signs indicating a speed limit of 15 miles per hour may be placed at a distance up to 500 feet away from school grounds.

(C) For purposes of subparagraph (B) of paragraph (1), school warning signs indicating a speed limit of 25 miles per hour may be placed at any distance between 500 and 1,000 feet away from the school grounds.

(D) A local authority shall reimburse the Department of Transportation for all costs incurred by the department under this subdivision.

Speed Traps

40802. (a) A "speed trap" is either of the following:

(1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects. This paragraph does not apply to a local street, road, or school zone.

(b) (1) For purposes of this section, a local street or road is defined by the latest functional usage and federal-aid system maps submitted to the federal Highway Administration, except that when these maps have not been submitted, or when the street or road is not shown on the maps, a "local street or road" means a street or road that primarily provides access to abutting residential property and meets the following three conditions:

(A) Roadway width of not more than 40 feet.

(B) Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445.

(C) Not more than one traffic lane in each direction.

(2) For purposes of this section "school zone" means that area approaching or passing a school building or the grounds thereof that is contiguous to a highway and on which is posted a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. "School zone" also includes the area approaching or passing any school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children if that highway is posted with a standard "SCHOOL" warning sign.

(c) (1) When all of the following criteria are met, paragraph (2) of this subdivision shall be applicable and subdivision (a) shall not be applicable:

(A) When radar is used, the arresting officer has successfully completed a radar operator course of not less than 24 hours on the use of police traffic radar, and the course was approved and certified by the Commission on Peace Officer Standards and Training.

(B) When laser or any other electronic device is used to measure the speed of moving objects, the arresting officer has successfully completed the training required in subparagraph (A) and an additional training course of not less than two hours approved and certified by the Commission on Peace Officer Standards and Training.

(C) (i) The prosecution proved that the arresting officer complied with subparagraphs (A) and (B) and that an engineering and traffic survey has been conducted in accordance with subparagraph (B) of paragraph (2). The prosecution proved that, prior to the officer issuing the notice to appear, the arresting officer established that the radar, laser, or other electronic device conformed to the requirements of subparagraph (D).

(ii) The prosecution proved the speed of the accused was unsafe for the conditions present at the time of alleged violation unless the citation was for a violation of Section 22349, 22356, or 22406.

(D) The radar, laser, or other electronic device used to measure the speed of the accused meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within the three years prior to the date of the alleged violation by an independent certified laser or radar repair and testing or calibration facility.

(2) A "speed trap" is either of the following:

(A) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(B) (i) A particular section of a highway or state highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within one of the following time periods, prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects:

(I) Except as specified in subclause (II), seven years.

(II) If an engineering and traffic survey was conducted more than seven years prior to the date of the alleged violation, and a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, 10 years.

The City of Calabasas										
Citywide Speed Survey										
#	Location	Type	Date	Dir	Acc Rate	85th	10 MPH Pace	Ex Limit	Change	New Limit
1	Agoura Rd. between West City Limits & Las Virgenes Rd.	Arterial	5/26 and 5/21/2015	E/W	1.64	48	40-49	45	No	-
2	Alizia Cyn Dr. between Ruthwood Dr. & End	Local	6/9/2015	N/S	0	29	19-28	30	No	-
3	Calabasas Rd. between Mureau Rd. & Civic Center Way	Arterial	6/1/2015	E/W	1.79	42	35-44	45	Yes	40
4	Calabasas Rd. between Park Granada & Civic Center Way	Arterial	5/26/2015	E/W	0.83	41	33-42	35	No	-
5	Calabasas Rd. between Park Granada & West City Limits	Arterial	6/9/2015	E/W	17.76	32	23-32	25	No	-
6	Calabasas Hills Rd. between Malibu Hills Rd. & Lost Hills Rd.	Local Collector	5/27/2015	N/S	0	39	30-39	35	No	-
7	Las Virgenes Rd. between North City Limit & Thousand Oaks Blvd	Local	5/28/2015	N/S	4.49	37	29-38	35	No	-
8	Las Virgenes Rd. between Thousand Oaks Blvd & US101 Fwy.	Major Arterial	5/28/2015	N/S	1.11	46	35-44	45	No	-

#	Location	Type	Date	Dir	Acc. Rate	85th	10 MPH Pace	Limit	Change	New Limit
9	Las Virgenes Rd. between US101 Fwy. & Agoura Rd.	Major Arterial	5/28/2015	N/S	0.34	39	29-38	35	No	-
10	Las Virgenes Rd. between Agoura Rd. & Willow Glen St.	Major Arterial	5/28/2015	N/S	0.64	44	36-45	40	No	-
11	Las Virgenes Rd. between Willow Glen St. & Lost Hills Rd.	Major Arterial	5/28/2015	N/S	0.51	48	40-49	45	No	-
12	Las Virgenes Rd. between Lost Hills Rd. & Mulholland Hwy.	Major Arterial	5/28/2015	N/S	0.23	54	47-56	50	No	-
13	Lost Hills Rd. between US-101 Fwy. EB Ramps & Las Virgenes Rd.	Arterial	5/26/2015	N/S	0.41	46	38-47	45	No	-
14	Malibu Hills Rd. between Agoura Rd. & Lost Hills Rd.	Local	5/27/2015	E/W	5.27	40	30-39	35	No	-
15	Mulholland Hwy. between Los Angeles County Boundary & approx. 1,200 feet south of Mountain Park Dr.	Major Arterial	5/25/2015	N/S	0.52	48	41-50	50	No	-
16	Mulholland Hwy. Between approx. 1,200 feet south of Mountain Park Dr. and City of Los Angeles Boundary Line	Major Arterial	5/25/2015	E/W	0.67	47	37-46	45	No	-
17	Mureau Rd. between Las Virgenes Rd. & Los Angeles County Boundary Line	Major Arterial	6/1/2015	E/W	2.85	42	33-42	45	Yes	40

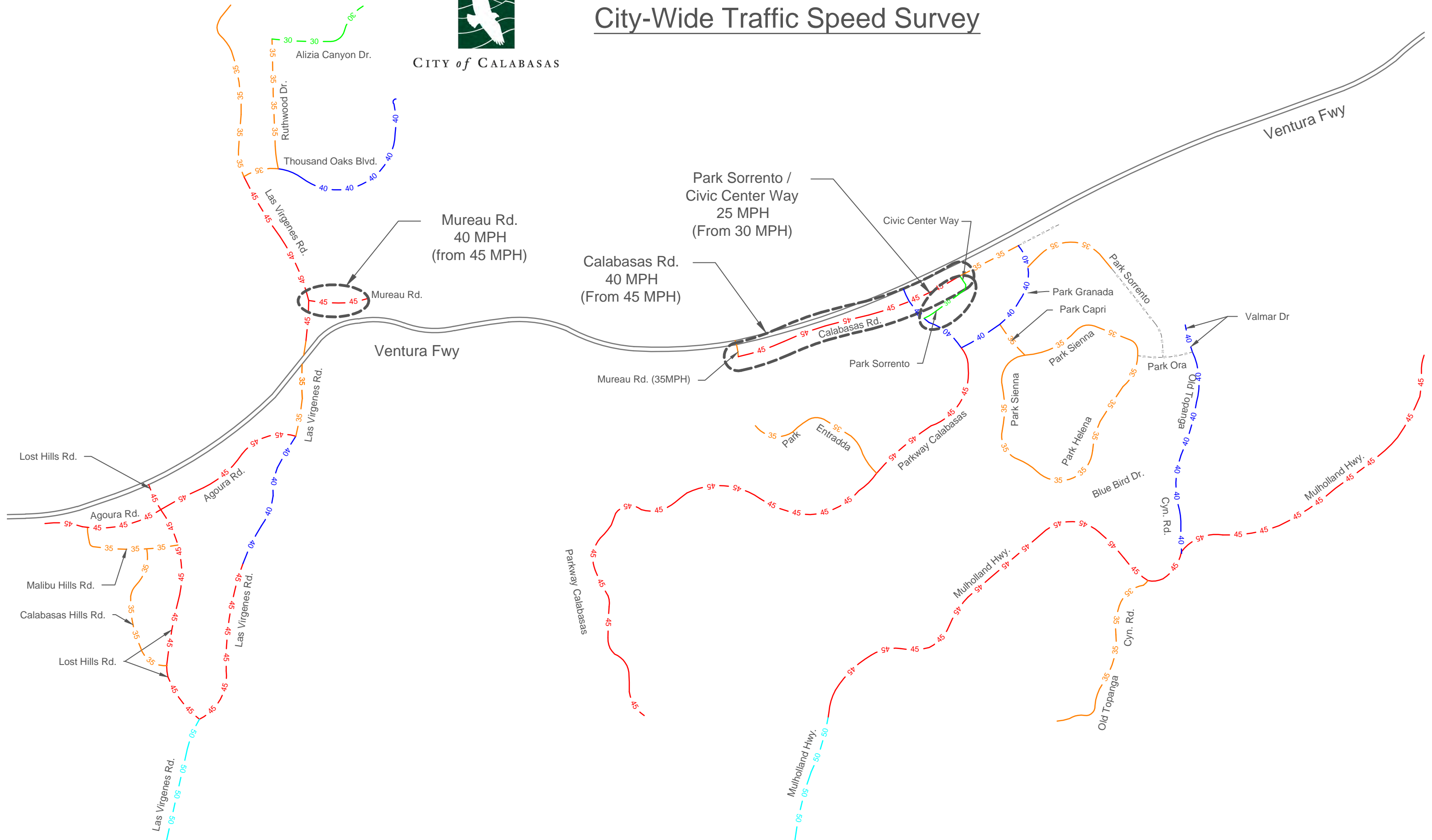
#	Location	Type	Date	Dir	Acc. Rate	85th	10 MPH Pace	Limit	Change	New Limit
18	Old Topanga Cyn Rd. between Valmar Rd. & Mullholland Hwy. (E)	Arterial	5/26/2015	N/S	3.56	43	33-42	40	No	-
19	Old Topanga Cyn Rd. between Mulholland Hwy. (W) & the City Limit with the Los Angeles County Line	Arterial	5/26/2015	N/S	1.24	34	26-35	35	No	-
20	Park Capri between Park Granada & Park Sienna	Area Collector	5/26/2015	N/S	1.03	39	30-39	35	No	-
21	Park Entrada between Parkway Calabasas & Park Granada Blvd	Local Collector	6/1/2015	E/W	1.26	37	27-36	35	No	-
22	Park Granada between Parkway Calabasas & Park Sorrento	Arterial	5/26/2015	E/W	0.26	46	37-46	40	No	-
23	Park Sienna/Park Helena Loop	Local Collector	5/27/2015	E/W	0.62	39	30-39	35	No	-
24	Park Sorrento between Park Granada & Park Ora	Local Collector	5/26/2015	N/S	1.32	36	26-35	35	No	-
25	Park Sorrento between Parkway Calabasas & Civic Center Way	Local	5/26/2015	E/W	1.97	28	20-29	30	Yes	25
26	Parkway Calabasas between Park Granada & Paseo Primario (E)	Arterial	5/25/2015	N/S	0.22	52	43-52	45	No	-

#	Location	Type	Date	Dir	Acc. Rate	85th	10 MPH Pace	Limit	Change	New Limit
27	Parkway Calabasas between Paseo Primario (E) & Ariella Dr.	Arterial	5/25/2015	N/S	0.12	47	39-48	45	No	-
28	Ruthwood Dr. between Alizia Canyon Dr. & Thousand Oaks Blvd	Local Collector	6/9/2015	N/S	0	38	29-38	35	No	-
29	Thousand Oaks Blvd between Las Virgenes & Ruthwood Dr.	Arterial	6/9/2015	N/S	0	39	29-38	35	No	-
30	Thousand Oaks Blvd between Ruthwood Dr. & Mountain View Dr.	Arterial	6/9/2015	N/S	0	34	26-35	35	No	-



CITY of CALABASAS

City-Wide Traffic Speed Survey



**ITEM 15 ATTACHMENT D
RESOLUTION NO. 2015-1476**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING AND ACCEPTING THE COMPLETED 2015 CITY-WIDE SPEED SURVEY AND AUTHORIZING THE UPDATE AND ENFORCEMENT OF THE PROPOSED POSTED SPEED CHANGES, ACCORDINGLY.

WHEREAS, the City of Calabasas is authorized to use radar enforcement of speed limits on local streets pursuant to prima facie speed limits specified in the California Vehicle Code and on other streets if the speed limits established by the City are consistent with the results of an engineering and traffic survey conducted according to standards set forth in Section 627 of the California Vehicle Code; and

WHEREAS, an engineering and traffic survey meeting the requirements of the California Vehicle Code was completed on June, 2015; and

WHEREAS, Section 21351 of the California Vehicle Code authorizes the City to place and maintain or cause to be placed and maintained, such appropriate signs, signals, or other traffic control devices as may be necessary to properly indicate and carry out provisions of the Vehicle Code or local traffic ordinances or to warn or guide traffic.

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

SECTION 1. Pursuant to Section 22358 of the California Vehicle Code, the following speed limits are hereby established and/or maintained:

25 M.P.H. Prima Facie Speed Limit. Upon the streets designated in this section, a prima facie speed limit of 25 miles per hour is hereby declared to be reasonable and appropriate to facilitate the orderly movement of traffic.

- 1) Calabasas Road between Park Granada & West City Limits
- 2) Park Sorrento between Parkway Calabasas & Civic Center Way

30 M.P.H. Prima Facie Speed Limit. Upon the streets designated in this section, a prima facie speed limit of 30 miles per hour is hereby declared to be reasonable and appropriate to facilitate the orderly movement of traffic.

- 1) Alizia Cyn Drive between Ruthwood Drive & its Terminus

35 M.P.H. Prima Facie Speed Limit. Upon the streets designated in this section, a prima facie speed limit of 35 miles per hour is hereby declared to be reasonable and appropriate to facilitate the orderly movement of traffic.

- 1) Calabasas Road between Park Granada & Civic Center Way
- 2) Calabasas Hills Road between Malibu Hills Road & Lost Hills Road
- 3) Las Virgenes Road between North City Limit & Thousand Oaks Boulevard
- 4) Las Virgenes Road between US101 Fwy & Agoura Road
- 5) Malibu Hills Road between Agoura Road & Lost Hills Road
- 6) Old Topanga Canyon Road between Mulholland Highway (W) & the City Limit with the Los Angeles County Line
- 7) Park Capri between Park Granada & Park Sienna
- 8) Park Entrada between Parkway Calabasas & Park Granada Boulevard
- 9) Park Sienna/Park Helena Loop
- 10) Park Sorrento between Park Granada & Park Ora
- 11) Ruthwood Drive between Alizia Canyon Drive & Thousand Oaks Boulevard
- 12) Thousand Oaks Boulevard between Las Virgenes Road & Ruthwood Drive
- 13) Thousand Oaks Boulevard between Ruthwood Drive & Mountain View Drive

40 M.P.H. Prima Facie Speed Limit. Upon the streets designated in this section, a prima facie speed limit of 40 miles per hour is hereby declared to be reasonable and appropriate to facilitate the orderly movement of traffic.

- 1) Calabasas Road between Mureau Road & Civic Center Way
- 2) Las Virgenes Road between Agoura Road & Willow Glen Street
- 3) Mureau Road between Las Virgenes Road & Los Angeles County Boundary Line
- 4) Old Topanga Canyon Road between Valmar Road & Mullholland Highway (E)
- 5) Park Granada between Parkway Calabasas & Park Sorrento

45 M.P.H. Prima Facie Speed Limit. Upon the streets designated in this section, a prima facie speed limit of 45 miles per hour is hereby declared to be reasonable and appropriate to facilitate the orderly movement of traffic.

- 1) Agoura Road between the West City Limit & Las Virgenes Road
- 2) Las Virgenes Road between Thousand Oaks Boulevard & US101 Fwy NB Ramps
- 3) Las Virgenes Road between Willow Glen Street & Lost Hills Road
- 4) Lost Hills Road between US-101 Fwy. EB Ramps & Las Virgenes Road
- 5) Mulholland Highway between approx. 1,200 feet south of Mountain Park Drive and City of Los Angeles Boundary Line
- 6) Parkway Calabasas between Park Granada & Paseo Primario (E)
- 7) Parkway Calabasas between Paseo Primario (E) & Ariella Dr.

50 M.P.H. Prima Facie Speed Limit. Upon the streets designated in this section, a prima facie speed limit of 50 miles per hour is hereby declared to be reasonable and appropriate to facilitate the orderly movement of traffic.

- 1) Las Virgenes Road between Lost Hills Road & Mulholland Highway
- 2) Mulholland Highway between Los Angeles County Boundary Line & approx. 1,200 feet south of Mountain Park Drive

SECTION 2. The City Manager is hereby directed to install appropriate signing to establish and or maintain these speed limit regulations.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 9th day of September, 2015.

Lucy M. Martin, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: AUGUST 28, 2015

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ANTHONY M. COROALLES, CITY MANAGER
MARICELA HERNANDEZ, MMC, CITY CLERK 

SUBJECT: DISCUSSION OF RESOLUTION BEFORE THE LEAGUE OF CALIFORNIA CITIES (LEAGUE) ANNUAL MEETING ON OCTOBER 2

MEETING DATE: SEPTEMBER 9, 2015

SUMMARY RECOMMENDATION:

That the City Council review and discuss resolutions to be presented at the League of California Cities (League) Annual Meeting on October 2, 2015.

BACKGROUND:

The League requested that the City Council consider the resolutions that will be before its membership at the Annual Business Meeting on October 2 to determine the City's position on such resolutions.

REQUESTED ACTION:

City Council discussion and/or direction if required.

ATTACHMENTS:

The League's resolution packet



***Annual Conference
Resolutions Packet***

2015 Annual Conference Resolutions



San Jose

September 30 – October 2

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, four resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: Four policy committees will meet at the Annual Conference to consider and take action on the resolution referred to them. The committees are Administrative Services; Environmental Quality; Housing, Community and Economic Development; and Revenue and Taxation. These committees will meet on Wednesday, September 30, 2015, at the Hilton San Jose. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 1, at the San Jose Convention Center, to consider the reports of the four policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 2, at the San Jose Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 1. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 30

Hilton San Jose

300 Almaden Boulevard, San Jose

9:00 a.m. – 10:30 a.m.: Environmental Quality
Housing, Community & Economic Development

10:30 a.m. – Noon: Administrative Services
Revenue and Taxation

General Resolutions Committee

Thursday, October 1, 1:00 p.m.

San Jose Convention Center

150 West San Carlos Street, San Jose

Annual Business Meeting and General Assembly Luncheon

Friday, October 2, 12:00 p.m.

San Jose Convention Center

150 West San Carlos Street, San Jose

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

- 1 - Policy Committee Recommendation to General Resolutions Committee
- 2 - General Resolutions Committee
- 3 - General Assembly

ADMINISTRATIVE SERVICES POLICY COMMITTEE

		1	2	3
1	League Bylaw Amendment			

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
4	Compensation for Prolonged Electrical Power Outages			

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
2	Overconcentration of Alcohol & Drug Treatment Facilities			
3	Residential Rentals, Support for SB 593 (McGuire)			

REVENUE AND TAXATION POLICY COMMITTEE

		1	2	3
3	Residential Rentals, Support for SB 593 (McGuire)			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

2015 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ADMINISTRATIVE SERVICES POLICY COMMITTEE

1. RESOLUTION RELATING TO LEAGUE BYLAWS AMENDMENTS REGARDING SUCCESSION OF LEAGUE OFFICES TO FILL VACANCIES

Source: League Board of Directors
Referred to: Administrative Services Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, the League of California Cities[®] is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the League's Board of Directors periodically reviews the League's bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership interests; and

WHEREAS, on two occasions in recent years when vacancies arose in office of President of the Board of Directors after disappointing reelection results, the vacancy was filled in accordance with the League Bylaws by the First Vice President becoming President at the next Board meeting. This left a vacancy in the office of First Vice President that was filled by the Board by advancing the Second Vice President. This required recruiting a new Second Vice President that the Board chose, as provided in the Bylaws, from the ranks of the Board itself; and

WHEREAS, in September 2014 the Board chose a new Second Vice President as usual and also a new First Vice President who had not previously served as Second Vice President because the prior Second Vice President was elected to county office and was no longer eligible. When the President was not reelected in November 2014, the First Vice President advanced to the office of President with only two months of experience as a League officer. Additionally, the Second Vice President was advanced to First Vice President; and

WHEREAS, the Board of Directors believe this confluence of events twice in recent years demonstrates a weakness in the succession of League offices required by the League Bylaws because the accelerated advancement of officers in the event of a vacancy in the office of President may deprive the junior officers and the League of adequate time to serve and develop expertise and relationships in the offices of Second and First Vice President; and

WHEREAS, it is the unanimous recommendation of the League Board that the League membership amend article VIII, section 4, of the League bylaws to allow the Immediate Past President to fill an unexpected vacancy in the office of President for the unexpired term if the Immediate Past President agrees. If not, the current succession process would occur; and now, therefore, be it,

RESOLVED, by the General Assembly of the League of California Cities assembled in Annual Conference in San Jose, October 2, 2015, that article VIII, section 4 of the League bylaws be amended to read as follows:

Article VIII: Officers

Section 1: Identity.

The officers of the League are a President, a First Vice-President, a Second Vice-President/Treasurer, an Immediate Past President, and an Executive Director.

Section 2: Duties of League Officers.

- (a) **President.** The President presides at all League Board meetings and all General Assemblies. The President has such other powers and duties as may be prescribed by these bylaws or the League Board.
- (b) **First Vice-President.** The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the League Board.
- (c) **Second Vice-President/Treasurer.** The Second Vice-President/Treasurer carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President/Treasurer has such other powers and duties as may be prescribed by these bylaws or the League Board.

Section 3: Election.

The League Board elects the League's President, First Vice-President and Second Vice-President for terms of one year. The election occurs at the League Board's meeting at the Annual Conference.

Section 4: Vacancies.

A vacancy in the office of President is filled ~~at the next meeting of the League Board~~ by the *Immediate Past President who shall serve for the unexpired term of office and, upon election of a new President at the next Annual Conference, shall subsequently serve a full term as Immediate Past President. In the event the Immediate Past President is not available to fill the vacancy in the office of the President, or declines in writing, it shall be filled by the* succession of the First Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President/Treasurer, is filled for the un-expired term by appointment *by the League Board* of a member of the League Board. A vacancy in the office of the Immediate Past President is filled for the un-expired term by the last Past President continuing to hold a city office.

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Background Information on Resolution No. 1

Source: League Board of Directors

Background:

In 2010 and again recently in 2014 the city official elected League President at the Annual Conference in September was not returned to office by the voters of their city. This development triggered a series of steps laid out in the order of succession in the League Bylaws that mandates that the First Vice President advance to the office of President at the next Board meeting and that the Board fill the vacancy in the office of First Vice President for the remainder of the term.

When the Board filled the League offices in September 2014, the Second Vice President could not advance to First Vice President since she had been elected to the office of county supervisor and was ineligible to serve. Consequently the Board selected two directors to fill both the offices of First Vice President and Second Vice President. Neither had previously served as a League officer.

When the vacancy in the office of President occurred after the November general election, the First Vice President advanced to the office of President after having served only two months as a League officer in contrast to the normal advancement process of twenty-four months. The Second Vice President was advanced to the office of First Vice President after having served only two months as a League officer. The Board also chose a new Second Vice President.

At the February, 2015 meeting of the League Board of Directors, the Executive Committee recommended unanimously an amendment to the order of succession in Art. VIII, Sec. 4 of the League Bylaws. The proposed amendment would allow the most experienced member of the Executive Committee, the Immediate Past President, to fill out the remainder of the term of office of a President who leaves the office before its term is completed if the Immediate Past President is willing and able to do so. This arrangement would allow the First Vice President to continue serving and to advance to the office of President on the schedule envisioned by the League Bylaws. If the Immediate Past President were unable or unwilling to serve, the existing order of succession would occur.

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League of California Cities Staff Analysis on Resolution No. 1

Staff: Alicia Lewis
Committee: Administrative Services Policy Committee

Summary:

This resolution seeks to streamline the succession process when filling a vacancy for the office of President of the Board of Directors. It would allow for the League bylaws to be amended, allowing the Immediate Past President to fill an unexpected vacancy in the office of President for the remainder of the vacating President's term. Changes to League bylaws require a 2/3 vote of the General Assembly.

Background:

The past few years have yielded several occasions where the succession line for Board of Directors leadership was disrupted due to disappointing election results and officers taking office outside of city government.

In September 2014 the Board chose a new First and Second Vice President. The First Vice President had not previously served as Second Vice President because the prior member was elected to county office and therefore no longer eligible. When the President was not reelected in the November 2014, the First Vice President advanced to the office of President with only two months of experience as a League officer. Additionally, the Second Vice President was advanced to First Vice President. This transition far outpaced the normal process for advancing as an officer on the Board of Directors.

Fiscal Impact:

This impact of this resolution would have no fiscal impact.

Comments:

The nature of this resolution is to ensure that there is a smooth succession process in place and that current Vice-Presidents (First and Second) have ample time to prepare for their role as President. By

allowing the Immediate Past President to finish out the term of a vacated presidency the Board would ensure there is minimal disruption to the workflow and goals of the association.

**RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT
POLICY COMMITTEE**

**2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR
LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES
AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE
RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS**

Source: City of Malibu

Concurrence of five or more cities/city officials: Cities: Artesia; Duarte; La Canada Flintridge; Lakewood; Lomita; and Pico Rivera. City Officials: Los Angeles Council Member Mitchell Englander

Referred to: Housing, Community and Economic Development Policy Committee

Recommendation to General Resolutions Committee:

WHEREAS, residential group home facilities provide valuable rehabilitation and support services for those who live in them, which benefits the greater society; and

WHEREAS, state departments license these facilities through several state agencies, and operators are required to meet various state statutory requirements; and

WHEREAS, in addition to residents, these facilities often include live-in managers and other staff, who provide a variety of services to residents which may include meals, workshops, training, counseling and other services. These uses and services may also require frequent deliveries to be made to the facility, shuttle van service provided to residents, and additional automobile traffic due to shift changes, visiting hours, and other activities. Collectively, these uses often generate more noise and activity than expected from a traditional single-family home; and

WHEREAS, the overconcentration of residential group homes changes the character of neighborhoods as they become centers for the delivery of various services. This environment not only creates a disruption to long-time residents, it can also diminish the quality of the residential treatment experience for group home residents as the neighborhood assumes a more institutional setting; and

WHEREAS, the State and local governments operate in partnership regarding the location of these residential care facilities in residential neighborhoods in order to carry out the policy of the State to prevent overconcentration of such facilities in these neighborhoods; and

WHEREAS, the state has adopted a 300 foot separation requirement between facilities licensed by the Department of Social Services,¹ but these siting standards have not been extended to apply to facilities licensed by other state agencies such as the Department of Health Care Services or other licensed or unlicensed facilities; and

WHEREAS, it is the policy of the State that each county and city permit and encourage development of sufficient numbers and types of alcoholism or drug abuse recovery or treatment facilities as are commensurate with local need;² and

¹ Health & Safety Code Section 1520.5

² Health & Safety Code Section 11834.20

WHEREAS, the California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law;³ and

WHEREAS, the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability;⁴ and

WHEREAS, there is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities; and

WHEREAS, many community concerns could be addressed if State agencies communicated and collaborated more with local governments; and

WHEREAS, the League of California Cities is committed to working in partnership with the Legislature and Administration to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations established by State and federal law.

RESOLVED, at the League of California Cities General Assembly, assembled at the League Annual Conference on October 2, 2015 in San Jose, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to address the following issues:

1. Explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities.
2. Avoid the creation of institutional settings when multiple facilities are concentrated in a single location, while also reducing noise, congestion and other concerns often raised by residents in residential neighborhoods.
3. Determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

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Background Information on Resolution No. 2

Source: City of Malibu

Background:

State law preempts local zoning regulation for licensed drug and alcohol treatment facilities. State and federal anti-discrimination laws require cities to treat facilities that function as single housekeeping units the same as any other “family.” In many areas of the state, these facilities are impacting residential neighborhoods because their concentration in certain neighborhoods tends to change the character of the area from a residential neighborhood to more like a hospital and institutional zone in terms of the land use impacts.

In order to avoid overconcentration in residential neighborhoods, most state-licensed group homes are required by state law to meet certain distancing requirements from other licensed group homes. Alcohol

³ Government Code 12955(l)

⁴ 42 U.S.C. Section 12134

and drug programs are treated differently under state law in this respect and no distancing requirements apply. In fact, the state licensing agency does not impose any restrictions on the number of facilities in the vicinity of one another and have been allowing licensees to obtain two licenses on one lot and to operate integrated multi-structure facilities under the guise of multiple single-family residential licenses. Similarly, state law currently requires private foster family agencies operating in residential zones to be organized and operated on a nonprofit basis, while drug and alcohol programs and sober living homes are permitted to operate as a for-profit business in residential zones. The addiction recovery industry has become big business. There are now thousands of treatment facilities and sober living homes in California and the number is rapidly increasing.

State policy sought integration of group homes into residential neighborhoods, not disintegration of the residential character of the neighborhoods. A course correction is required to advance state policy. Through zoning authority, cities can preserve the very neighborhoods that the community-care model depends on to provide the therapeutic environment of a residential neighborhood. Distancing requirements both respond to the biggest concern of local government (over concentration that impairs neighborhood character) and advances state policy. In addition, limiting the zoning preemption to non-profit programs will also assist in preserving the integrity of residential neighborhoods.

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League of California Cities Staff Analysis on Resolution No. 2

Staff: Dan Carrigg
Committee: Housing, Community and Economic Development

Summary:

This Resolution calls for the Governor and the Legislature to work with the League and other stakeholders to explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities, avoid the creation of institutional settings when multiple facilities are concentrated in a single location, and determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

Background:

The City of Malibu is sponsoring this resolution as a way of highlighting an issue that continues to create zoning and land use problems in single-family neighborhoods. While this is not a new issue for the League and its cities, and the League has existing policy in this area, the sponsors view the passage of this resolution as helpful in restarting conversations with the Legislature and the Governor’s Administration that can hopefully lead to productive solutions.

HCED Committee member and Malibu Council Member Lou La Monte raised this issue at the Committee’s June meeting, where he presented a resolution that had recently been adopted by the California Contract Cities Association on May 15. The Committee encouraged him to work with League staff in his effort to draft a measure to be presented at the League’s annual conference. League staff worked with Mr. La Monte in this regard, mostly in helping ensure that the various “whereas clauses” appropriately reflect the important legal rights of patients and obligations of public entities that Legislators will expect to be balanced in any solutions to local land use issues.

Resolved Clauses from Recent CCCA Resolution:

NOW THEREFORE, the Members of the California Contract Cities Association hereby re-affirms its commitment to cooperation among units of government that serve the people of California and urges the

California state legislature to enact legislation that empowers local government to preserve the residential character of neighborhoods necessary to effect state policy regarding group homes as follows:

- 1. Amend the state law to provide the same distancing and notice requirements for ADP facilities as it does for Community Care Act facilities;*
- 2. Enact legislation providing standards that prevent overconcentration of unlicensed sober living homes to maintain residential character of neighborhoods which has therapeutic benefit for the occupants; and*
- 3. Restrict the zoning preemption for licensed ADP facilities to those owned and operated by non-profit organizations.*

Fiscal Impact:

Minor, if any.

Comment:

- 1) The League has significant existing policy in this area. In the past the League has had internal task forces and sponsored and supported various legislative proposals.
- 2) Making significant progress in this area has been difficult in the Capitol. Federal and state fair housing and anti-discrimination laws and various court decisions have bearing on local authority in this area. Patient advocacy groups and sympathetic legislators have been suspicious of any solutions that they see as limiting patient access. Thus, any effort to develop solutions to address local land use concerns must also remain sensitive to these issues and the perspective of legislators that sit on committees with jurisdiction in these areas.

Existing League Policy:

Related to this Resolution, existing policy provides:

- The League supports permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building and safety standards. State and county licensing agencies should be required to confer with the city's planning agency in determining whether to grant a license to a community care facility. The League recognizes that better review and regulation of residential care facilities will protect both the community surrounding a facility and the residents within a facility from a poorly managed facility or the absence of state oversight.
- The League supports state legislation to require a minimum distance of 300 feet between all new and existing residential care facilities. The League supports notification of cities about conditional release participants residing in group homes.

RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT AND REVENUE & TAXATION POLICY COMMITTEES

3. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS

Source: City of West Hollywood

Concurrence of five or more cities/city officials: Cities of Healdsburg, Mammoth Lakes, Napa, Piedmont, Santa Cruz, Santa Monica, Sonoma

Referred to: Housing, Community & Economic Development; Revenue & Taxation Policy Committees
Recommendation to General Resolutions Committee:

WHEREAS, the temporary rental of residential houses, condominiums, rooms, and apartments for tourist or transient use is a developing part of the sharing economy; and

WHEREAS, while these rentals provide additional options to the traveling public, and income to affected property owners or tenants, it is also important that such rentals comply with local laws, regulations and ordinances; and

WHEREAS, the temporary rental of residential houses, condominiums, rooms, and apartments for tourist or transient use can present numerous challenges to neighborhoods and adjacent property owners and create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows; and

WHEREAS, where temporary rental of residential units for tourist or transient use is allowed in conformance with local laws, regulations and ordinances, the applicable transient occupancy tax (TOT) should also be collected. The temporary rental of residential units for tourist or transient use is in direct competition with hotels, motels and other accommodations where guests pay the local TOT, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor; and

WHEREAS, the Thriving Communities and Sharing Economy Act, introduced as SB 593 by Senator Mike McGuire (D-2, Healdsburg), prohibits the operators of transient residential hosting platforms from advertising residential units for tourist or transient use if such use will violate any ordinance, regulation, or law within the applicable city or county that opts into its provisions, and requires the confidential quarterly reporting to the city or county of the following information (if the City or County adopts an ordinance requiring the reporting of the data):

1. The address of each residential unit that was occupied for tourist or transient use during the quarterly period.
2. The total number of nights the residential unit was occupied for tourist or transient use.
3. The amounts paid for the occupancy of the residential unit for tourist or transient use.

WHEREAS, the provisions of SB 593 bolster existing local authority to enforce local ordinances and collect revenue associated with the temporary rental of residential units by allowing local agencies access to the data necessary to enforce their ordinances and requiring short-term rental hosting platforms to collect local TOT and remit it to the appropriate jurisdiction if short-term rentals are allowed in that jurisdiction; and

WHEREAS, the provisions of SB 593 provide a helpful regulatory framework that cities and counties may choose in lieu of exercising their existing authority; and

WHEREAS, the League of California Cities supports SB 593 because it recognizes and preserves local flexibility to address the temporary rental of residential units in the manner that best fits with the unique issues and conditions found in each local jurisdiction; and

WHEREAS, SB 593 provides local jurisdictions with the data and framework necessary to collect TOT revenues from short-term rentals, to pay for vital local services; and

WHEREAS, SB 593 provides local jurisdictions with the data and framework necessary to enforce local regulations designed to ensure the safety of the public and residents living adjacent to short-term rentals; and

WHEREAS, despite any existing challenges faced by cities in regulating or collecting revenue from the temporary rental of residential units, cities would oppose any effort to undermine their existing local authority to regulate land use or collect local TOT revenue.

RESOLVED, at the League of California Cities General Assembly, assembled at the League Annual Conference on October 2, 2015 in San Jose, as follows:

1. Land use regulation and local tax collection are best overseen and implemented locally.
2. While temporary rental of residential units can offer innovative opportunities for travelers and property owners within the developing sharing economy, cities must retain flexibility to address any problems raised by such uses in a manner that reflects the unique issues and conditions in their communities.
3. Cities have existing legal authority and tools to regulate and collect revenue from the temporary rental of residential units, and SB 593 provides the data and framework that supports and bolsters such local efforts.
4. The League encourages cities to support SB 593.

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Background Information on Resolution No. 3

Source: City of West Hollywood

Background:

The sharing economy has quickly become common place in the everyday life of many individuals, whether they participate in ride-sharing, have rented a short-term residential unit, or live in a community where either is prevalent. The sharing economy has provided benefits to many, but also includes many issues that must be addressed in order to allow these sharing practices to effectively incorporate into our communities. Specifically, the short-term rental of residential units has grown exponentially within the last several years throughout the State, and its impacts need to be addressed.

Presently, many cities and counties prohibit the renting of residences for less than 30 days. However, these prohibitions are frequently ignored by Online Vacation Rental Businesses (“OVRBs”), causing unwanted burdens on cities while reducing TOT collection from sanctioned hotels. The short-term rental of residential properties presents numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows. The rentals facilitated by OVRB’s in these cities and counties go against the expressed wishes of the residents.

For the cities and counties that do allow short-term residential rentals, most require hosts to register and that transient occupancy taxes be paid. However, registration and payment of TOT in these cities and counties are based on the owners of the short terms residential units voluntarily reporting their rental activity. However, there has been a severe under-registration of hosts and underpayment of TOT. Only 10% of hosts in San Francisco have followed the city ordinance to register. Sonoma County has had to spend in excess of \$200,000 in an attempt to track down those rentals that are not paying the required TOT under the ordinance. And Los Angeles is currently experiencing a rental housing shortage due in part to the recent popularity of OVRBs.

Cities and counties have been unable to obtain this information due to the fact that OVRB's pass their responsibility to individual homeowners. This lack of oversight and enforcement presents a gap in accountability, and as a result, local laws and regulations are not being followed.

Sen. Mike McGuire's Thriving Communities and Sharing Economy Act (SB 593) will provide local jurisdictions with the data and framework necessary to collect TOT revenues from short-term rentals, to pay for vital local services; or conversely, the data necessary to help cities enforce local regulations designed to ensure the safety of the public and residents living adjacent to short-term rentals, if those rental are not allowed.

Specifically, SB 593 would: 1) Prohibit the operators of short-term residential hosting platforms from advertising residential units for tourist or transient use if such use will violate any ordinance, regulation, or law, within the applicable city that opts into the bill's provisions; 2) Require short-term rental housing platforms to collect and remit applicable transient occupancy tax (if short-term rentals are allowed in the city and the collection of TOT is required by the city); and 3) Require the confidential quarterly reporting of the address of each residential unit that was occupied for tourist or transient use during the quarterly period, the total number of nights the residential unit was occupied for tourist or transient use, and the amounts paid for the occupancy of the residential unit for tourist or transient use.

The premise of SB 593 is simple: reinforce local laws already on the books. Where vacation rentals are legal, the bill will assist local jurisdictions in their regulation and collection of Transient Occupancy Taxes, (TOT) as more than 430 cities and 56 counties impose a TOT. Where vacation rentals are illegal by local ordinance, the bill will prohibit online vacation rental businesses from making a rental.

The Thriving Communities and Sharing Economies Act will empower local control, provide desperately needed funding for parks, local roads, fire and police services, and promote safe neighborhoods. SB 593 will require online vacation rental businesses to disclose information to cities and counties and/or collect and disperse Transient Occupancy Tax dollars – projected to be in the hundreds of millions of dollars statewide.

The emerging short term rental industry is an important segment of the state economic fabric and an issue of statewide importance. SB 593 would assist in facilitating a shared economy that will be beneficial to California's cities and their residents.

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League of California Cities Staff Analysis on Resolution No. 3

Staff: Dan Carrigg
Committees: Housing, Community & Economic Development; Revenue & Taxation

Summary:

This Resolution seeks to highlight and increase support for SB 593 (McGuire), which is pending in the Legislature. SB 593, titled the Thriving Communities and Sharing Economy Act, seeks to bolster local efforts to regulate and collect transient occupancy taxes from the temporary rental of residential houses, condominiums, rooms, and apartments for tourists and transient use. The League is currently in support of this legislation.

Background:

The City of West Hollywood and other cities are sponsoring the resolution in an effort to expand awareness of the issue among cities and encourage additional support for SB 593. They view the

legislation as helpful in bolstering local efforts to appropriately regulate a growing vacation rental industry.

The author introduced SB 593 based upon his past experience as both former Mayor of Healdsburg and a Sonoma County Supervisor. These areas are popular with tourists, and the affected communities are facing increasing land use and revenue collection issues. SB 593 is currently on the Senate Floor and is considered a “two-year bill,” meaning that it cannot move until January 2016.

In addition to the League, SB 593 has a broad range of support:

Support: American Federation of State, County, and Municipal Employees, AFL-CIO; American Hotel and Lodging Association; Asian American Hotel Owners Association; American Insurance Association; Association of California Insurance Companies; Andaz West Hollywood General Manager Lin Schatz; Association for Los Angeles Deputy Sheriffs; City of Big Bear Lake; Borrego Springs Chamber of Commerce & Visitors Bureau; California Apartment Association; California Association of Boutique and Breakfast Inns; California Association of County Treasurers and Tax Collectors; California Apartment Association; California Association of Code Enforcement Officers; California College and University Police Chiefs Association; California Narcotics Officers Association; California Police Chiefs Association; California Hotel and Lodging Association; California Labor Federation; California Professional Firefighters; California State Association of Counties; California Teamsters Public Affairs Council; Contra Cost County Treasurer-Tax Collector Russell Watts; Paul Desterman, Mindy Desterman; El Dorado County Treasurer-Tax Collector C.L. Raffety; Douglas Engmann; Fairmont San Jose General Manager Kelley Cosgrove; Hilton Los Angeles/Universal City General Manager Mark Davis; Hotel Association of Los Angeles; Hotel Council of San Francisco; Humboldt County Convention and Visitors Bureau; International Faith Based Coalition; League of California Cities; Long Beach Firefighter Association; Los Angeles Alliance for a New Economy; Los Angeles Police Protective League; Town of Mammoth Lakes; Marin County Council of Mayors and Councilmembers; Marriot Courtyard in Larkspur General Manager Sam Pahlavan; Denise McNicol; Mendocino County Board of Supervisors; Mendocino County Treasurer-Tax Collector Shari Schapmire; Mono County Board of Supervisors; Ashok Mukherje; National Association of Mutual Insurance Companies; Neighbors for Overnight Oversight; Jenny Oaks; Pacific Association of Domestic Insurance Companies; Riverside Sheriffs Association; Rural County Representatives of California; Sacramento Hotel Association; San Diego County Hotel-Motel Association; San Franciscans for Reasonable Growth; San Luis Obispo County Auditor-Controller-Treasurer-Tax Collector James Erb; San Mateo County Central Labor Council; Santa Cruz County Convention and Visitors Council; Service Employees International Union; ShareBetter San Francisco; Sierra County Auditor-Treasurer-Tax Collector Van Maddox; Siskiyou County Treasurer-Tax Collector Wayne Hammar; Sonoma County Auditor-Controller-Tax Collector David Sundstrom; Sonoma County Board of Supervisors; City of Thousand Oaks; Tulare County Auditor-Controller-Treasurer-Tax Collector Rita Woodard; Tuolumne County Treasurer-Tax Collector Shelley Piech; UNITE-HERE, AFL-CIO; United Firefighter of Los Angeles City, Local #112; Natasha Yankoffski.

Opposition: Airbnb; Consumer Watchdog; Internet Association, TechNet.

Fiscal Impact:

Transient Occupancy Taxes are a significant source of local revenue. Many cities and counties are encountering challenges identifying units in their community that are being used as vacation rentals and collecting associated revenue. Where vacation rentals are permitted by local ordinance, the passage of SB 593 can assist local efforts, thereby increasing local revenues to support local services.

Comment:

- 3) Earlier this year the League’s Housing Community and Economic Development Committee and Revenue and Taxation Committee reviewed an earlier version of SB 593 and initially adopted a

Support, If Amended position, which was concurred with by the League board. The author later incorporated the League's amendments into the bill and the League issued a support letter on the current version of the bill.

- 4) Local governments already have extensive authority to regulate land use and collect local taxes. While vacation rentals may be an increasingly popular option for the traveling public, local ordinances are beginning to adjust. The League supports SB 593 because it is crafted in a way that supports local authority in dealing with this emerging issue. Local agencies can either opt in to its provisions or continue to address issues differently under their existing local authority.

Existing League Policy:

Related to this Resolution, existing policy provides:

HCED Policy: The League believes that local zoning is a primary function of cities and is an essential component of home rule.

Rev. & Tax Policy: Additional revenue is required in the state/local revenue structure. There is not enough money generated by the current system or allocated to the local level by the current system to meet the requirements of a growing population and deteriorating services and facilities.

RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY POLICY COMMITTEE

4. **RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES TO ENACT LEGISLATION OR TO OTHERWISE COMPEL SOUTHERN CALIFORNIA EDISON TO CREATE A PROGRAM TO AUTOMATICALLY PROVIDE DIRECT COMPENSATION TO ITS CUSTOMERS AFFECTED BY PROLONGED ELECTRICAL POWER OUTAGES UNDER SPECIFIED CIRCUMSTANCES.**

Source: City of Rancho Palos Verdes

Concurrence of five or more cities/city officials: Cities of Hermosa Beach, Lomita, Palos Verdes Estates, Rolling Hills and Rolling Hills Estates

Referred to: Environmental Quality Policy Committee

Recommendations to General Resolutions Committee:

WHEREAS, local governments in California are often reliant upon investor-owned private utility companies for the provision of electrical power to their citizens, businesses and institutions; and,

WHEREAS, the reliability and consistency of electrical supply and transmission is critically important to local governments to ensure the protection of the public safety, health and general welfare of communities; and,

WHEREAS, prolonged disruptions in electrical service can jeopardize the health of citizens who have a variety of physical challenges and rely on a constant source of power for medical devices; the safety of senior citizens who are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and the financial well-being of citizens, businesses and institutions that suffer from the loss of food, medication and other perishable items during prolonged power outages; and,

WHEREAS, Southern California Edison (SCE), an investor-owned utility serving 15 million customers in Southern and Central California, experiences frequent and prolonged service disruptions due to both planned and unplanned outages, equipment failures and weather-related events, which adversely affect local governments within its service area; and,

WHEREAS, SCE has been fined by the California Public Utilities Commission in the past due to prolonged service disruptions, most recently being levied a \$24.5 million penalty as a result of a prolonged outage that resulted from a wind storm in 2011; and,

WHEREAS, although SCE provides a claim process by which its customers may seek compensation for financial losses incurred as a result of prolonged service disruptions, SCE appears to reject most such claims; which places an unreasonable burden upon its customers and creates a false impression that customers will be compensated for their losses; and,

WHEREAS, at least one other investor-owned utility in California, Pacific Gas and Electric (PG&E) in Northern and Central California, has existing programs and procedures in place (“Safety Net” and “Service Guarantee”) that automatically and directly compensate its customers when they are affected by prolonged service disruptions, including disruptions due to weather events and other causes, without the need for customers to seek compensation through a claim process; and,

WHEREAS, these PG&E programs provide for “Storm Inconvenience Payments” of \$25 to \$100 for weather-related service disruptions of forty-eight (48) hours or more; as well as \$30 service credits in instances of where the customer’s electrical service is not restored within four (4) hours, or the customer is not provided with a time for service restoration within four (4) hours; the customer is without electrical service for twenty-four (24) hours or more in the event of unplanned service disruptions (unless the cause of the disruption is completely beyond the utility’s control); and the customer is without electrical service as a result of a planned service interruption where less than seventy-two (72) hours’ notice is provided to the customer; and,

WHEREAS, local governments within SCE’s service area believe that requiring SCE to implement automatic and direct compensation programs for prolonged service disruptions, similar to those implemented by PG&E, will provide tangible relief to citizens, businesses and institutions that are adversely affected by prolonged outages, and will incentivize SCE to improve the reliability of its equipment and service; and now therefore let it be,

RESOLVED by the General Assembly of the League of California Cities, assembled in San Jose on October 2, 2015, that the League calls for the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel SCE to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances; and let it be,

FURTHER RESOLVED that such program shall be modeled upon PG&E’s “Safety Net” and “Service Guarantee” programs, and shall cover weather-related events and planned and unplanned service disruptions.

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Background Information on Resolution No. 4

Source: City of Rancho Palos Verdes

Background:

The City of Rancho Palos Verdes and other cities in the South Bay region of Los Angeles County have longstanding concerns regarding the ineffective process by which Southern California Edison (SCE) addresses residents’ claims, and desires to obtain the League’s assistance in correcting that process. On the Palos Verdes Peninsula, SCE’s aged infrastructure has caused fires and repeated, prolonged power

outages. The prolonged power outages are the focus of this request, because they adversely affect residents in a variety of ways, particularly:

- Residents who have a variety of physical challenges and rely on a constant source of power for medical devices;
- Residents who are senior citizens and are particularly susceptible to injury if power outages persist for a long period of time into the evening hours; and,
- Residents who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

The California Public Utilities Commission (CPUC) has the authority to impose penalties on utilities, including for prolonged power outages, and did so in connection with an extreme wind event that occurred in the Los Angeles area in 2011. However, the CPUC is not authorized to award claims to residents for prolonged electrical power outages. If a resident has a claim he or she wishes to pursue, the resident must file a claim with SCE, along with documentation of the financial loss that was incurred. If the claim is rejected, the resident then must file a lawsuit against SCE (probably in small claims court). Most residents will not want to spend the time and effort to pursue small claims for monetary damages arising from extended power outages.

SCE only awards claims for damages caused by its own negligence. This means that if an extended power outage is caused by a weather-related event, the claim will be denied. The SCE website also states that it will not cover claims for power surges. Since SCE often moves power from one line to another to enable repairs and maintenance, SCE can be the cause of the power surge, but residents still will not receive compensation for those claims.

Proposed Legislation

The proposed resolution calls upon the Governor and Legislature to enact legislation (or take other action) that will provide rebates in flat amounts to SCE customers for extended power outages under specified conditions. The proposed legislation could be modeled on the “Safety Net” and “Service Guarantee” programs offered by Pacific Gas and Electric (PG&E), another California-based investor-owned utility, which provides specific rebates to its customers based upon the type, cause and duration of service interruptions. These penalties are designed to provide direct compensation to SCE’s customers who are adversely affected by prolonged power outages, and to incentivize SCE to restore the power as quickly as possible. They also will eliminate the frustration that SCE’s customers experience as a result of SCE’s existing claim process.

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League of California Cities Staff Analysis on Resolution No. 4

Staff: Jason Rhine
Committee: Environmental Quality

Summary:

Resolution No. 4 calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel Southern California Edison (SCE) to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage under specified circumstances.

Background:

City of Rancho Palos Verdes asserts that the South Bay region of Los Angeles County has longstanding concern regarding the ineffective process by which SCE addresses residents’ claims associated with

prolonged electrical power outages. The City believes that SCE's aged infrastructure has caused fires and repeated, prolonged electrical power outages. Prolonged electrical power outages can adversely affect residents who have physical challenges and rely on a constant source of power for medical devices; residents who are senior citizens and are particularly susceptible to injury if electrical power outages persist for a long period of time into the evening hours; and, residents who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged electrical power outages.

According to information provided by SCE, SCE has the following customer compensation program:

Service Guarantee Program

SCE shall provide the following four service guarantees to its electric customers and provide a \$30 credit when these service guarantees are not met. Unless otherwise stated below, the four service standards apply only to active service accounts served under the Residential, General Service and Industrial, or Agricultural and Pumping rate schedules.

- **Restoration of Service Within 24 Hours:** SCE will restore electrical service within 24 hours of when SCE first becomes aware of a power outage. The first credit will be applied if the outage exceeds 24 hours. Additional credits will be applied for each succeeding 24-hour period that the customer is without service. Partial credits will not be paid for outage periods less than a full 24-hour increment. *Power outages associated with a moderate, severe, or catastrophic storm condition are exempt from the program.*
- **Missed Appointments:** When an appointment for a field service visit is made with a customer for a specific appointment time, and the customer's presence is required for establishing new service, a billing inquiry, or meter installation, SCE will arrive at the agreed upon appointment within 30 minutes before or after the scheduled time.
- **Notification of Planned Outages:** SCE will provide customers with notification of a planned outage at least three calendar days prior to the event. SCE will notify customers either by US Postal Service mail, by phone, in-person or door-to-door through door hangers, or by e-mail if SCE has the customer's e-mail address on file. If a planned outage is rescheduled to a new date not specified in the original notice to the customer, SCE will provide a new notice at least three calendar days in advance of the rescheduled planned outage.
- **Timely and Accurate First Bill:** SCE will issue an accurate first bill to a new customer of record within 60 days of establishing service. The bill and bill accuracy is defined according to the terms and conditions of SCE's Rule 9 (Rendering and Payment of Bills) and Rule 17 Section A (Adjustment of Bills and Meter Tests Usage) and Section D (Adjustment of Bills for Billing Error). The service guarantee credit process will be initiated once SCE is aware that the first bill was either inaccurate or issued beyond sixty days of establishing service. The first bill for any given customer account is eligible for only one service guarantee credit regardless of whether the bill is late, inaccurate, or both.

According to PG&E's website, PG&E offers the following customer compensation programs:

Compensation for Extended Outages

STORMS MESSAGE: If you are a residential customer and have gone without power for at least 48 hours due to severe storm conditions, you may qualify for a payment under PG&E's Safety Net Program. This program provides for the automatic payment of \$25 - \$100, which is paid about 60 days following the storm outage. In some cases, processing may take 90-120 days (heavy storm season).

Safety Net Program

We understand how inconvenient it is for customers who go without power for 48 hours or longer due to severe events, such as a storm. That is why PG&E created the following:

- PG&E will provide payments to residential customers we determine were without power for more than 48 hours due to a severe storm.
- The payments will range from \$25 up to \$100, depending on the length of the outage.

Eligibility

- The Storm Inconvenience Payment provision of the Safety Net Program applies to residential customers only (rate schedules E-1, E-6, E-7, E-8, E-9, EM, ES, ESR, ET, and EV); customers also may be enrolled in programs such as [CARE](#) and [medical baseline](#).
- Businesses, agricultural accounts, multi-family building common areas, streetlights, and all other customers other than residential customers are ineligible for Storm Inconvenience Payments.
- Storm Inconvenience Payments will not be issued to customers in areas where access to PG&E's electric facilities was blocked (mud slides, road closures or other access issues). Also, if customer equipment prevented restoral or extended customer outage (ex. weatherhead, service drop, etc.).
- The outage must have occurred during a major weather-related event that caused significant damage to PG&E's electric distribution system.
- The outage must have lasted more than 48 hours.
- Storm Inconvenience Payments are in increments of \$25 (\$100 maximum per event). Payment levels are based on the length of the customer's outage:
 - 48 to 72 hours \$25
 - 72 to 96 hours \$50
 - 96 to 120 hours \$75
 - 120 hours or more \$100
- Both bundled-service and direct-access residential customers qualify for Storm Inconvenience Payments.
- Storm Inconvenience Payments will be issued to the customer of record.
- A customer with multiple residential services such as a primary residence and a vacation home is eligible for Storm Inconvenience Payments at each location where there was a storm-related outage of more than 48 hours.
- Customers must have an open account (service agreement) in good standing at the time of the outage and at the time payment is issued (generally 45 to 60 days after the event).
- For master-metered accounts such as mobile home parks, the customer of record will receive the Storm Inconvenience Payment for the master meter only.

Service Guarantee Program

Gas and electricity are essential to keep your life running smoothly, safely and efficiently. When your service is interrupted or in need of repair, you expect a reasonable and timely response. To ensure that we provide this to you, PG&E has implemented service guarantees, which spell out our commitment to prompt customer service for our customers:

- **Guarantee 1: Missed Appointments:** PG&E will meet the agreed upon appointment time set with our customer during contact with our Call Center or automatically credit your account \$30.
- **Guarantee 2: Non-Emergency Investigations:** PG&E will investigate non-emergency situations (check meter) and communicate results to a customer within seven days of a customer's request. Check-meter appointments between October 15 and December 15 of each year will be scheduled within 10 workdays. If an off-site meter test is required, PG&E will communicate the results to the customer within 30 days. If access is required to the customer's premises, then an appointment is necessary. Failure to meet the service guarantee will result in a \$30 credit to the customer's account. An automatic credit to the customer's account would apply only if PG&E misses a scheduled appointment date. If

the appointment is scheduled beyond five workdays, the customer must notify PG&E to receive the credit. If PG&E's records show that such scheduling was at the customer's request, the credit does not apply.

- **Guarantee 3: Emergency:** The Emergency Service Guarantee is not currently in effect.
- **Guarantee 4: Complaint Resolution:** PG&E will decide on a course of action to resolve a complaint and communicate it to the customer within three working days. PG&E will communicate the complaints resolution to the customer within 10 working days, or 30 working days when an off-site meter test is required or an on-site home audit is requested. Failure to meet the service guarantee will result in a \$30 credit to the customer's account.
- **Guarantee 5: New Meter Installations:** PG&E will meet the agreed upon date for new service meter installations and service turn-ons or automatically credit your account \$50.
- **Guarantee 6: Electric Service Disruptions:** PG&E will respond to customer calls reporting electric service interruptions within four hours by restoring service; or by informing the customer, upon request, when service restoration is expected; or automatically credit your account \$30.
- **Guarantee 7: Electric Service Restoration:** PG&E will restore electric service within 24 hours, unless the cause is absolutely beyond our control, or we will automatically credit your account \$30 for each 24-hour period you are without service.
- **Guarantee 8: Commencing Bills:** PG&E will issue an accurate commencing bill to a new customer account within 60 days of service initiation, or we will automatically credit your account \$30.
- **Guarantee 9: Planned Interruptions:** PG&E shall provide at least three days' notice of a planned interruption in service. Failure to meet the service guarantee will result in a \$30 credit to the customer's account. This guarantee will require a customer call and PG&E investigation to determine if PG&E's commitment to notify customers 72 hours in advance of planned interruptions was missed. Customers notified of planned service interruptions 72 hours in advance may have their service interrupted on multiple occasions on the date(s).
- **Guarantee 10: Service Termination in Error:** Impacted customers will be eligible for a \$100 credit adjustment if PG&E terminates service in error.

Fiscal Impact:

No Impact on City Funds. Compelling SCE to create automatic direct compensation programs modeled on PG&E's "Safety Net" and "Service Guarantee" programs would have no direct fiscal impact on cities because the "Safety Net" program is limited to residential customers and the "Service Guarantee" program is very similar to SCE's existing program. However, residential customers would receive direct payments in specified circumstances for prolonged electrical power outages.

Comment:

- The City of Rancho Palos Verdes, in sponsoring this resolution, does not believe that SCE has an effective process to address customer damage claims associated with prolonged electrical power outages. According to the resolution, the City of Rancho Palos Verdes would like to compel SCE to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances. Additionally, the program would be modeled upon PG&E "Safety Net" and "Service Guarantee" programs, and shall cover weather-related events and planned and unplanned service disruptions.
- *What is SCE's process to provide relief to customers that have experienced a prolonged electrical power outage?* As part of SCE's four point service guarantee program, customers experiencing an electrical power outages exceeding 24 hours, may qualify for a \$30 credit under specific conditions. However, prolonged electrical power outages

caused by a moderate, severe, or catastrophic storm condition are exempt from the program.

- *How does PG&E provide relief to customers that have experienced a prolonged electrical power outage?* Like SCE, PG&E has a multi-point service guarantee program that provides customer credits that range from \$30 -\$100 for a wide range of activities. In addition, PG&E has a specific, weather related program, the “Safety Net” program, which provides automatic, direct payment to customers experiencing electrical power outages, in excess of 48 hours.
- *What type of customer compensation program does the Resolution call for?* The Resolution calls for a customer compensation program that expands beyond PG&E’s two existing programs. Under the Resolution, the City of Rancho Palos Verdes would like to compel SCE to adopt a program based on PG&E’s “Safety Net” and “Service Guarantee” programs, and also cover weather-related events and planned and unplanned service disruptions.
- *Do these programs really provide funds to residential customers?* While the Resolution holds PG&E’s programs in high esteem, after hearing from a number of city officials in PG&E’s service territory, it seems that there is a great deal of skepticism around the effectiveness and utilization of their residential compensation programs. Is PG&E’s program really working as described?
- *What about California’s other Investor Owned Utilities (IOU) and municipal utilities?* The Resolution is directed at SCE. However, the committee may want to consider the implications of the Resolution on the other investor owned utilities and municipal utilities.
- *Is legislation the best approach?* The Resolution calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel SCE to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage. Given that the California Public Utilities Commission regulates all of the investor owned utilities, it may be more appropriate to seek a regulatory change rather than a legislative proposal.
- *More information to come.* The Resolution could have broader implications beyond SCE and PG&E. Prior to the Environmental Quality Policy Committee and General Resolutions Committee meeting at Annual Conference, League staff will provide additional background information on the following:
 - Other IOU electrical power outage compensation programs.
 - Municipal utility electrical power outage compensation programs.
 - Role of the California Public Utilities Commission.

Existing League Policy:

In response to the energy crisis of 2001, the League of California Cities established extensive policy and guiding principles related to the electric industry. However, there is no existing policy that pertains to prolonged power outages or compensating customers for damages incurred during a prolonged power outage.

LETTERS OF CONCURRENCE

Resolution No. 2

Overconcentration of Alcohol & Drug Treatment Facilities



"Service Builds Tomorrow's Progress"

THE CITY OF ARTESIA, CALIFORNIA

18747 CLARKDALE AVENUE, ARTESIA, CALIFORNIA 90701

Telephone 562 / 865-6262

FAX 562 / 865-6240

July 15, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar,

I, Mayor Pro Tem Victor Manalo, City of Artesia wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read 'Victor Manalo', with a long horizontal flourish extending to the right.

Victor Manalo
Mayor Pro Tem
City of Artesia



City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2592
Tel 626-357-7931 FAX 626-358-0018 www.accessduarte.com

July 22, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Mayor
Tzeitel Paras-Caracci
Mayor Pro Tem
Samuel Kang
Councilmembers
John Fabara
Margaret E. Finlay
Liz Reilly
City Manager
Daniell George

Re: A Resolution of the League of California Cities calling for legislation to preserve therapeutic environments for group homes, and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods

The City of Duarte wishes to support the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods, to be adopted on October 2, 2015, at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning, and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law. The Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods, or the overconcentration of these facilities, as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if State agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting, and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

Tzeitel Paras-Caracci
Mayor



City Council
David A. Spence, Mayor
Jonathan C. Curtis, Mayor Pro Tem
Michael T. Davitt
Leonard Pieroni
Terry Walker

July 15, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar:

I am a City Council member of the City of La Cañada Flintridge and wish to express my support of the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods. Said resolution is scheduled for consideration on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, I believe the Governor and Legislature should respect individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government.

Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael T. Davitt", is written over the word "Sincerely,".

Michael T. Davitt
Council Member
CCCA Executive Board Member

Ron Pardo
Vice Mayor

Steve Press
Council Member

CITY OF LAKEWOOD

Todd Rogers
Council Member

Donna Hill
Council Member

CALIFORNIA

Jeff Wood
Mayor

July 21, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, California 95814

Re: Resolution for Legislation to Preserve Therapeutic Environments for Group Homes and Avoid Impacts of Overconcentration of Alcohol and Drug Abuse Recovery and Treatment Facilities in Residential Neighborhoods

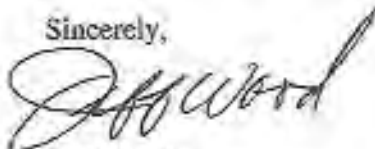
Dear President Aguilar:

The City of Lakewood supports the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods. We support that this resolution be adopted at the Annual League of California Cities Conference on October 2, 2015 in San Jose, California.

Lakewood recognizes that residential group home facilities provide valuable services for those who live in them. However, we also recognize that these facilities often generate more noise and activity than expected from a traditional single-family home, and that overconcentration of these homes can change the character of the neighborhoods where they are situated. Overconcentration can occur because state agencies that oversee these homes have different siting standards (facilities licensed by the state Department of Social Services require a 300 foot separation between facilities, but those facilities licensed by other state agencies, such as the Department of Alcohol and Drugs Programs, do not have such a requirement). This resolution will seek to address, via legislation, overconcentration of alcohol and drug treatment prevention facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities.

Thank you for your consideration, support and adoption of this important resolution at the League Annual Conference.

Sincerely,



Jeff Wood
Mayor

Lakewood



MITCHELL ENGLANDER
LOS ANGELES CITY COUNCILMEMBER, TWELFTH DISTRICT

July 24, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar,

I, Los Angeles City Councilmember Mitchell Englander, wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

MITCHELL ENGLANDER
President Pro Tempore,
Chair, City of Los Angeles Public Safety Committee



CITY COUNCIL

HENRY SANCHEZ JR.
JIM GAZELEY
MICHAEL G. SAVIDAN
BEN TRAINA
MARK WARONEK



ADMINISTRATION

MICHAEL ROCK
CITY MANAGER

CITY OF LOMITA

July 23, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 858-8240

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar:

I, Mayor Henry Sanchez, Jr., City of Lomita, wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

Henry Sanchez, Jr.
Mayor, City of Lomita

cc: Kelli Lofing, California Contract Cities Association, kelli@contractcities.org

CITY HALL OFFICES • P.O. BOX 339 • 24300 NARBONNE AVENUE, LOMITA • CALIFORNIA 90717
(310) 325-7110 • FAX (310) 325-4024 • www.lomita.com/cityhall



City of Pico Rivera
OFFICE OF THE CITY COUNCIL

6615 Passons Boulevard · Pico Rivera, California 90660 · (562) 801-4371
web: www.pico-rivera.org · e-mail: spena@pico-rivera.org

GREGORY SALCIDO
Mayor

July 15, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar,

I, Gregory Salcido, Mayor of the City of Pico Rivera wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

Stephany Aguilar, President
League of California Cities
Legislation to Preserve Therapeutic Environments
for Group Homes
Page 2

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,



Gregory Salcido
Mayor

GS:BC:sp

LETTERS OF CONCURRENCE

Resolution No. 3

Residential Rentals, Support for SB 593 (McGuire)

**CITY OF HEALDSBURG
ADMINISTRATION**

401 Grove Street
Healdsburg, CA 95448-4723

Phone: (707) 431-3317
Fax: (707) 431-3321

Visit us at www.ci.healdsburg.ca.us



July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

Dear President Aguilar:

The City of Healdsburg supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

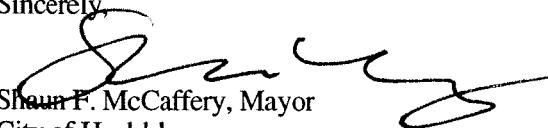
The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Healdsburg believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For these reasons, the City of Healdsburg supports the League's Resolution.

Sincerely,


Shaun F. McCaffery, Mayor
City of Healdsburg

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



Mammoth Lakes Town Council

P.O. Box 1609, Mammoth Lakes, CA, 93546

(760) 934-8989

www.townofmammothlakes.ca.gov

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: LETTER IN SUPPORT OF A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE)

Dear President Aguilar:

The Town of Mammoth Lakes supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015. The Town of Mammoth Lakes is a small, rural community in the Eastern Sierra Region of about 8,000 full-time residents. Mammoth Lakes is a tourist destination, servicing hundreds of thousands of visitors each year. We are geographically isolated from populated areas by several hundred miles and are supported by our one primary industry – tourism.

The League's proposed resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, and decrease available housing stock. In Mammoth Lakes, with a limited police force that is not staffed 24-hours a day and a code enforcement staff of one, enforcement of these types of issues can be very challenging.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all transient rentals should be subject to the same tax. The revenues generated support local services, including but not limited to, public safety, snow removal, maintenance of public parks and facilities, road maintenance, and recreation programs, which directly affect local quality of life and the attraction of the community for a visitor.

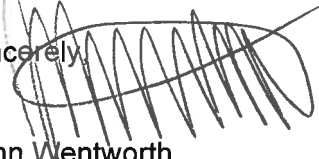
This proposal will make it much easier for communities such as Mammoth Lakes that depend on revenue from TOT to enforce existing rules and regulations and collect TOT as specified in our Municipal Code. Mammoth Lakes relies heavily on TOT collection to operate the Town government; nearly 65% of the Town's operating budget is funded by the collection of TOT.

Collection of TOT is so important to the Town that we have three full-time employees dedicated its enforcement. This includes making sure that people remit their taxes on time, but more importantly it is tracking down violators who are renting their units without an approved permit, renting units in locations where the zoning does not permit it, and/or not remitting their taxes to the Town. Enforcement is made much more difficult by the use of online vacation rental business (OVRB) websites where unit numbers and addresses are typically not listed and often owners do not require the payment of TOT. The data proposed to be collected and provided to us by OVRBs will be of great value as we manage transient rentals in our community.

The Town of Mammoth Lakes believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For all of these reasons, the Town of Mammoth Lakes supports the League California Cities' Resolution.

Sincerely,



John Wentworth
Councilmember
Town of Mammoth Lakes

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



MAYOR AND CITY COUNCIL

July 27, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: **A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES**

The City of Napa supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging “shared economy”.

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

The City of Napa’s zoning ordinance defines a “Rental Housing Shortage” as a vacancy rate less than 5%. A vacancy rate of less than 2% is defined as “Severe”. We are currently at severe levels. The City’s vacancy rates have continued to decline from 4% in 2009 to less than 2% today. Our Housing Element recognizes the issue of rising housing costs in Napa and its impact on the goal of maintaining Napa’s quality of life by balancing the availability of housing with other environmental considerations. Maintaining and protecting our housing stock is of utmost importance to the City of Napa.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Napa believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations

regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For the reasons as stated above, the City of Napa supports the proposed Resolution.

Sincerely,

A handwritten signature in blue ink that reads "Jill Techel". The signature is written in a cursive style with a large initial "J".

Jill Techel
Mayor
CITY OF NAPA

JT/dr

cc: City of Napa City Councilmembers
Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org
City Manager Mike Parness
Community Development Director Rick Tooker

CITY OF PIEDMONT
CALIFORNIA



July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

Dear President Aguilar:

The City of Piedmont supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Piedmont believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and

a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For these reasons, the City of Piedmont supports the Resolution.

Sincerely,



Paul Benoit
City Administrator
City of Piedmont

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

July 27, 2015

Ms. Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (McGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

Dear President Aguilar:

As Mayor of the City of Santa Cruz, I am writing in support of the proposed resolution related to the Thriving Communities and Sharing Economy Act and concur in the submission of the resolution for consideration by the League of California Cities (LOCC) General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging “shared economy.”

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. Such rental situations may create additional noise, traffic, parking, and privacy and public safety issues; subvert local rent control laws; decrease available housing stock; and, in some cases, turn residential neighborhoods into de facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated Transient Occupancy Tax (TOT) should also be collected. These units are in direct competition with hotels, motels, and other accommodations where guests pay the local TOT, so all such uses should be subject

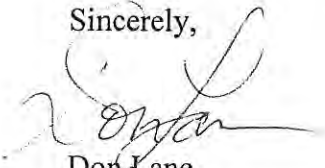
Ms. Stephany Aguilar, President
July 27, 2015
Page 2

to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash collection, park maintenance, and other local public services which directly affect local quality of life and make the community attractive to a visitor.

I believe SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For these reasons, I support the proposed resolution and hope that the LOCC will consider adoption of this resolution at its October conference.

Sincerely,



Don Lane
Mayor

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



City of
Santa Monica®

Mayor Kevin McKeown
Mayor Pro Tempore Tony Vazquez

Councilmembers
Gleam Davis
Sue Himmelrich
Pam O'Connor
Terry O'Day
Ted Winterer

July 24, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

The City of Santa Monica supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Santa Monica believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

In Santa Monica, a city of just over 90,000 residents, passage of SB 593 in concurrence with our local ordinance, will generate estimated annual revenues of approximately \$138,500 in Transient Occupancy Tax and would return approximately 1,000 units to the housing market.

For these reasons, the City of Santa Monica supports the City's Resolution.

Sincerely,

A handwritten signature in black ink that reads "Kevin McKeown".

Kevin McKeown
Mayor

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, leonard@weho.org

City of Sonoma

No. 1 The Plaza
Sonoma California 95476-6690
Phone (707) 938-3681 Fax (707) 938-8775
E-Mail: cityhall@sonomacity.org



July 27, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

The City of Sonoma supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Sonoma believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

The City of Sonoma is a tourist destination and the proliferation of vacation rentals is a top priority for City staff. The workload in monitoring and attempting to ensure compliance with local

regulations is over-burdening our small staff. In addition, the sale of available housing has become a market for out of town investors to purchase and create new vacation rentals. Without legislative intervention, vacation rentals become an epidemic in a desirable destination location and the local residents “pay the price”.

For these reasons, the City of Sonoma supports the League’s Resolution.

Sincerely,



Carol E. Giovanatto
City Manager
For and on behalf of the City of Sonoma

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

LETTERS OF CONCURRENCE

Resolution No. 4

Compensation for Prolonged Electrical Power Outages



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Hermosa Beach supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact Andrew Brozyna at (310) 318-0238 or abrozyna@hermosabch.org if you have any questions.

Sincerely,

Tom Bakaly
City Manager

CITY COUNCIL

HENRY SANCHEZ JR.
JIM GAZELEY
MICHAEL G. SAVIDAN
BEN TRAINA
MARK WARONEK



CITY OF LOMITA

July 28, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Lomita supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact Laura Vander Neut, Management Analyst at (310) 325-7110, ext. 151 or l.vanderneut@lomitacity.com if you have any questions.

Sincerely,

Henry Sanchez, Jr.
Mayor, City of Lomita

cc: Kit Fox, Senior Administrative Analyst, City of Rancho Palos Verdes, KitF@rpvca.gov



CITY OF
Palos Verdes Estates

OFFICE OF
THE MAYOR

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Palos Verdes Estates supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' proposed resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our City values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact City Manager Anton Dahlerbruch at 310.378.0383 or adahlerbruch@pvestates.org if you have any questions.

Sincerely,

James F. Goodhart
Mayor

Enclosure: Rancho Palos Verdes Proposed League Resolution

c: Palos Verdes Estates City Council
Rancho Palos Verdes City Council
Doug Willmore, Rancho Palos Verdes City Manager
Jeff Kiernan, League of California Cities Regional Public Affairs Manager (via email)
Post Office Box 1086, Palos Verdes Estates, California 90274-0283



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIF. 90274
(310) 377-1521
FAX: (310) 377-7288

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Aguilar,

The City of Rolling Hills supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San Jose.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to me at (310) 377-1521 or rcruz@cityofrh.net if you have any questions.

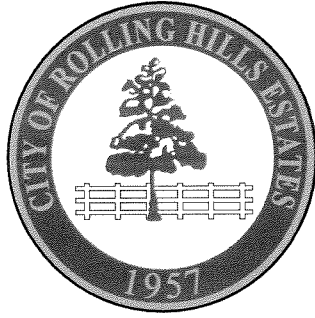
Sincerely,

Raymond R. Cruz
City Manager

RC:hl 07-30-15RPV_League_ResolutionConcurrence_SCE

c: Mayor and City Council

JOHN C. ADDLEMAN
Mayor
STEVEN ZUCKERMAN
Mayor Pro Tem
BRITT HUFF
Council Member
JUDY MITCHELL
Council Member
FRANK ZERUNYAN
Council Member
DOUGLAS R. PRICHARD
City Manager



CITY OF
ROLLING HILLS ESTATES
4045 PALOS VERDES DRIVE NORTH • ROLLING HILLS ESTATES, CA 90274
TELEPHONE 310.377.1577 FAX 310.377.4468
www.ci.Rolling-Hills-Estates.ca.us

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Aguilar:

As Mayor of the City of Rolling Hills Estates, I support the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San Jose.

The proposed resolution seeks to require reasonable compensation to Southern California Edison (SCE) customers for losses incurred due to prolonged service disruptions which jeopardize the safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of these outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

I urge the League to place this matter before the General Assembly for consideration. Please feel free to contact me if you have any questions.

Sincerely,



John C. Addleman
Mayor

JCA:hn



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 8/19/2015 to 8/25/2015

Date: 8/27/2015
 Time: 5:30:39PM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
92341	8/19/2015	AMSTAR EXPRESS, INC.	COURIER SERVICE	447.76	Administrative Services
Total Amount for 1 Line Item(s) from Administrative Services				447.76	
City Attorney					
92446	8/25/2015	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	12,632.20	City Attorney
92446	8/25/2015	COLANTUONO, HIGHSMITH &	DRY CANYON LLC	79.00	City Attorney
92370	8/19/2015	HOPKINS & CARLEY	LEGAL SERVICES	60.62	City Attorney
92446	8/25/2015	COLANTUONO, HIGHSMITH &	MISC SPECIAL COUNSEL PROJ	50.00	City Attorney
92370	8/19/2015	HOPKINS & CARLEY	LEGAL SERVICES	13.00	City Attorney
Total Amount for 5 Line Item(s) from City Attorney				12,834.82	
City Council					
92348	8/19/2015	CALIFORNIA WILDLIFE CENTER	ANNUAL WILD BRUNCH BENEFIT	320.00	City Council
92389	8/19/2015	MARTIN/LUCY//	REIMB BUSINESS LUNCH EXPENSE	39.73	City Council
92440	8/25/2015	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
Total Amount for 3 Line Item(s) from City Council				379.73	
City Management					
92486	8/25/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	21.78	City Management
Total Amount for 1 Line Item(s) from City Management				21.78	
Civic Center O&M					
92400	8/19/2015	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
92400	8/19/2015	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
92384	8/19/2015	LEDDY POWER SYSTEMS, INC.	GENERATOR REPAIRS	1,531.00	Civic Center O&M
92445	8/25/2015	CLIMATEC BUILDING	HVAC SERVICES	899.00	Civic Center O&M
92445	8/25/2015	CLIMATEC BUILDING	HVAC SERVICES	899.00	Civic Center O&M
92488	8/25/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	706.99	Civic Center O&M
92488	8/25/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	578.87	Civic Center O&M
92353	8/19/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
92353	8/19/2015	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M





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Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 8/19/2015 to 8/25/2015

Date: 8/27/2015
 Time: 5:31:02PM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
92479	8/25/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	342.62	Civic Center O&M
92479	8/25/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	316.28	Civic Center O&M
92384	8/19/2015	LEDDY POWER SYSTEMS, INC.	GENERATOR REPAIRS	295.00	Civic Center O&M
92405	8/19/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
92405	8/19/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
92488	8/25/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	184.69	Civic Center O&M
Total Amount for 15 Line Item(s) from Civic Center O&M				\$11,215.61	

Community Development

92386	8/19/2015	M6 CONSULTING, INC.	PLAN CHECK SERVICES	9,815.00	Community Development
92441	8/25/2015	CALABASAS CREST LTD	R.A.P.- SEP 2015	5,712.00	Community Development
92363	8/19/2015	ENVICOM CORPORATION	ENVIRONMENTAL CONSULTING	1,758.40	Community Development
92452	8/25/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	1,476.25	Community Development
92448	8/25/2015	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	1,468.99	Community Development
92423	8/19/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	1,162.02	Community Development
92422	8/19/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- OKMIT	383.58	Community Development
92448	8/25/2015	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	299.50	Community Development
92335	8/19/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Community Development
92420	8/19/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	270.00	Community Development
92470	8/25/2015	MEDVETSKY/LINA//	R.A.P.- SEP 2015	194.00	Community Development
92459	8/25/2015	HENDERSON/LYN//	R.A.P.- SEP 2015	194.00	Community Development
92478	8/25/2015	SHAHIR/RAHIM//	R.A.P.- SEP 2015	194.00	Community Development
92491	8/25/2015	YAZDINIAN/SUSAN//	R.A.P.- SEP 2015	194.00	Community Development
92471	8/25/2015	MILES/AUDREY//	R.A.P.- SEP 2015	194.00	Community Development
92453	8/25/2015	FLEYSHMAN/ALBERT//	R.A.P.- SEP 2015	194.00	Community Development
92356	8/19/2015	CYBERCOPY	COPY/PRINTING SERVICE	85.89	Community Development
92356	8/19/2015	CYBERCOPY	COPY/PRINTING SERVICE	43.33	Community Development
92356	8/19/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
92356	8/19/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
92356	8/19/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
92356	8/19/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
92356	8/19/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.91	Community Development
92356	8/19/2015	CYBERCOPY	COPY/PRINTING SERVICE	41.15	Community Development
92380	8/19/2015	LANDS' END BUSINESS OUTFITTERS	STAFF HATS - COMM DEV	5.18	Community Development
Total Amount for 24 Line Item(s) from Community Development				\$24,126.14	



Check Register Report

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 Reporting Period: 8/19/2015 to 8/25/2015

Date: 8/27/2015
 Time: 5:31:02PM
 Page 3 of 12

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Community Services					
92393	8/19/2015	NEW WEST SYMPHONY	PERFORMANCE- CONCERT	3,500.00	Community Services
92422	8/19/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,088.49	Community Services
92361	8/19/2015	DSR AUDIO	SOUND/POWER- CONCERT	2,650.00	Community Services
92409	8/19/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,446.48	Community Services
92451	8/25/2015	DOMINE/JAMES//	RECREATION INSTRUCTOR	1,694.00	Community Services
92391	8/19/2015	MONAHAN/ANN//	RECREATION INSTRUCTOR	1,176.00	Community Services
92369	8/19/2015	GUDIS/MATT//	ENTERTAINMENT- PUMPKIN FEST	900.00	Community Services
92378	8/19/2015	KRAUS/PETER//	RECREATION INSTRUCTOR	749.70	Community Services
92378	8/19/2015	KRAUS/PETER//	RECREATION INSTRUCTOR	617.40	Community Services
92408	8/19/2015	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	490.00	Community Services
92397	8/19/2015	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	486.00	Community Services
92429	8/25/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	471.14	Community Services
92405	8/19/2015	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
92422	8/19/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	376.00	Community Services
92481	8/25/2015	UNITED SITE SERVICES OF CA INC	RESTROOMS- CONCERT	343.36	Community Services
92405	8/19/2015	SECURAL SECURITY CORP	SECURITY- CAMPOUT	340.56	Community Services
92436	8/25/2015	AT&T	TELEPHONE SERVICE	260.42	Community Services
92404	8/19/2015	RUBIN/RONNIE//	BASKETBALL/OFFICIAL/SCORER	228.00	Community Services
92406	8/19/2015	SENDOWSKI/SHULAMIT//	RECREATION INSTRUCTOR	218.75	Community Services
92376	8/19/2015	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	216.00	Community Services
92346	8/19/2015	BILCHIK/DANIEL//	BASKETBALL/OFFICIAL/SCORER	210.00	Community Services
92338	8/19/2015	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	200.00	Community Services
92337	8/19/2015	ALAN-LEE/CRAIG//	BASKETBALL/OFFICIAL/SCORER	180.00	Community Services
92401	8/19/2015	RAMIREZ/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	162.00	Community Services
92414	8/19/2015	TEMPLE/BRET//	BASKETBALL/OFFICIAL/SCORER	150.00	Community Services
92395	8/19/2015	OSTER/BRITTANY//	BASKETBALL/OFFICIAL/SCORER	135.00	Community Services
92344	8/19/2015	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- DE ANZA	129.65	Community Services
92359	8/19/2015	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	128.00	Community Services
92347	8/19/2015	BILCHIK/JONATHON//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
92340	8/19/2015	AMERIGAS - OXNARD	PROPANE SERVICE - CREEKSIDE	102.29	Community Services
92417	8/19/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
92435	8/25/2015	ARCTIC GLACIER-VERNON INC.	JULY 4TH SNOW CONES	91.60	Community Services
92366	8/19/2015	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
92413	8/19/2015	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
92419	8/19/2015	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	86.82	Community Services
92398	8/19/2015	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services



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92398	8/19/2015	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
92382	8/19/2015	LAUTERBACH/HOWARD//	BASKETBALL/OFFICIAL/SCORER	84.00	Community Services
92423	8/19/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	81.52	Community Services
92392	8/19/2015	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	81.00	Community Services
92345	8/19/2015	BARTOLOMEA/HANNAH//	BASKETBALL/OFFICIAL/SCORER	70.00	Community Services
92490	8/25/2015	WITRACK/DEANNA//	RECREATION INSTRUCTOR	70.00	Community Services
92371	8/19/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	61.47	Community Services
92417	8/19/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	55.00	Community Services
92365	8/19/2015	FRANZINO/JACK//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
92385	8/19/2015	LIPTON/JEREMY//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
92383	8/19/2015	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	48.00	Community Services
92436	8/25/2015	AT&T	TELEPHONE SERVICE	44.01	Community Services
Total Amount for 48 Line Item(s) from Community Services				\$23,520.66	
Finance					
92458	8/25/2015	HDL, COREN & CONE INC.	PROPERTY TAX SERVICES	1,250.00	Finance
92430	8/25/2015	ADP, INC	PAYROLL PROCESSING	1,025.16	Finance
92472	8/25/2015	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEM	500.00	Finance
92423	8/19/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	215.51	Finance
Total Amount for 4 Line Item(s) from Finance				\$2,990.67	
Klubhouse Preschool					
92397	8/19/2015	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	1,134.00	Klubhouse Preschool
92436	8/25/2015	AT&T	TELEPHONE SERVICE	239.51	Klubhouse Preschool
92340	8/19/2015	AMERIGAS - OXNARD	PROPANE SERVICE - CREEKSIDE	238.69	Klubhouse Preschool
92403	8/19/2015	ROSATI FARMS	MILK/YOGURT DELIVERY	236.28	Klubhouse Preschool
92423	8/19/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	183.02	Klubhouse Preschool
92371	8/19/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	163.46	Klubhouse Preschool
92371	8/19/2015	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	143.43	Klubhouse Preschool
92405	8/19/2015	SECURAL SECURITY CORP	SECURITY- SUMMER BBQ	113.52	Klubhouse Preschool
Total Amount for 8 Line Item(s) from Klubhouse Preschool				\$2,451.91	
Library					
92367	8/19/2015	GALE CENGAGE LEARNING	RESOURCE CENTER	2,070.45	Library



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92428	8/25/2015	3M	E-BOOKS	1,494.43	Library
92399	8/19/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 15	849.76	Library
92477	8/25/2015	RECORDED BOOKS, LLC	E-MAGAZINES	725.55	Library
92474	8/25/2015	OCLC, INC.	MEMBERSHIP DUES- AUG 2015	662.10	Library
92486	8/25/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	604.64	Library
92460	8/25/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	488.34	Library
92439	8/25/2015	BAKER & TAYLOR	BOOKS-LIBRARY	393.93	Library
92439	8/25/2015	BAKER & TAYLOR	BOOKS-LIBRARY	329.80	Library
92449	8/25/2015	DEMCO, INC.	LIBRARY SUPPLIES	307.62	Library
92439	8/25/2015	BAKER & TAYLOR	BOOKS-LIBRARY	299.17	Library
92415	8/19/2015	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
92410	8/19/2015	SOUTHERN CALIFORNIA LIBRARY	CALIFA MEMBERSHIP DUES	270.00	Library
92477	8/25/2015	RECORDED BOOKS, LLC	E-MAGAZINES	252.50	Library
92439	8/25/2015	BAKER & TAYLOR	BOOKS-LIBRARY	239.91	Library
92439	8/25/2015	BAKER & TAYLOR	BOOKS-LIBRARY	235.81	Library
92460	8/25/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	215.23	Library
92436	8/25/2015	AT&T	TELEPHONE SERVICE	170.32	Library
92460	8/25/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	160.28	Library
92439	8/25/2015	BAKER & TAYLOR	BOOKS-LIBRARY	106.59	Library
92352	8/19/2015	CCI SOLUTIONS	LIBRARY SUPPLIES	86.61	Library
92475	8/25/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	85.90	Library
92439	8/25/2015	BAKER & TAYLOR	BOOKS-LIBRARY	85.58	Library
92475	8/25/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	76.08	Library
92460	8/25/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	65.63	Library
92475	8/25/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	38.86	Library
92460	8/25/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	30.90	Library
92460	8/25/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	25.48	Library
92460	8/25/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.27	Library
92439	8/25/2015	BAKER & TAYLOR	BOOKS-LIBRARY	18.85	Library
92460	8/25/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	16.39	Library

Total Amount for 31 Line Item(s) from Library

\$10,717.98

LMD #22

92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,367.25	LMD #22
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
92482	8/25/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22



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92482	8/25/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	6,420.00	LMD #22
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,821.84	LMD #22
92343	8/19/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,405.86	LMD #22
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,787.08	LMD #22
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,529.25	LMD #22
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,904.83	LMD #22
92482	8/25/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,755.00	LMD #22
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,217.41	LMD #22
92422	8/19/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,085.00	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	487.97	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	428.51	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	400.52	LMD #22
92482	8/25/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	400.00	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	371.66	LMD #22
92343	8/19/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	285.00	LMD #22
92343	8/19/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	275.78	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	234.37	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	165.28	LMD #22
92409	8/19/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	146.24	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	139.89	LMD #22
92399	8/19/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 15	121.52	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	104.94	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	97.07	LMD #22
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.97	LMD #22
92438	8/25/2015	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	85.00	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	77.83	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	57.72	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	32.36	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	29.74	LMD #22
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	14.87	LMD #22
Total Amount for 36 Line Item(s) from LMD #22				\$82,846.10	

LMD #24



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92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,804.57	LMD #24
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	3,120.00	LMD #24
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,100.00	LMD #24
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,320.00	LMD #24
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	820.43	LMD #24
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	600.00	LMD #24
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	600.00	LMD #24
92399	8/19/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 15	8.68	LMD #24
Total Amount for 8 Line Item(s) from LMD #24				\$13,373.68	
<u>LMD #27</u>					
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,100.90	LMD #27
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	270.22	LMD #27
92399	8/19/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 15	2.17	LMD #27
Total Amount for 3 Line Item(s) from LMD #27				\$1,373.29	
<u>LMD #32</u>					
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,820.16	LMD #32
92433	8/25/2015	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	16.62	LMD #32
92399	8/19/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 15	2.17	LMD #32
Total Amount for 3 Line Item(s) from LMD #32				\$1,838.95	
<u>LMD 22 - Common Benefit Area</u>					
92388	8/19/2015	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,462.33	LMD 22 - Common Benefit Area
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,612.13	LMD 22 - Common Benefit Area
92466	8/25/2015	LAS VIRGENES MUNICIPAL WATER	METER INSTALLATION FEES	3,250.00	LMD 22 - Common Benefit Area
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,032.92	LMD 22 - Common Benefit Area
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,380.83	LMD 22 - Common Benefit Area
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,841.66	LMD 22 - Common Benefit Area
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	684.77	LMD 22 - Common Benefit Area
92432	8/25/2015	AMERICAN ENVIRONMENTAL TESTING	WATER TESTING-MC COY CREEK	500.00	LMD 22 - Common Benefit Area
92432	8/25/2015	AMERICAN ENVIRONMENTAL TESTING	WATER TESTING-MC COY CREEK	500.00	LMD 22 - Common Benefit Area
92399	8/19/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 15	82.46	LMD 22 - Common Benefit Area



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92485	8/25/2015	VERIZON WIRELESS	TELEPHONE SERVICE	39.02	LMD 22 - Common Benefit Area
Total Amount for 12 Line Item(s) from LMD 22 - Common Benefit Area				\$38,886.12	
<u>Media Operations</u>					
92394	8/19/2015	NICKERSON/LAURA//	CTV HOST SERVICES	3,525.00	Media Operations
92485	8/25/2015	VERIZON WIRELESS	TELEPHONE SERVICE	2,123.84	Media Operations
92368	8/19/2015	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
92412	8/19/2015	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	736.56	Media Operations
92415	8/19/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
92415	8/19/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	269.16	Media Operations
92412	8/19/2015	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	177.88	Media Operations
92415	8/19/2015	TIME WARNER CABLE	CABLE MODEM- CITY HALL	98.24	Media Operations
92390	8/19/2015	MIER/JASON LEE//	REIMB. SUPPLIES- IPHONE REPAIR	79.00	Media Operations
92335	8/19/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92335	8/19/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92335	8/19/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92335	8/19/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
92335	8/19/2015	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
Total Amount for 14 Line Item(s) from Media Operations				\$8,434.68	
<u>Non-Departmental</u>					
92405	8/19/2015	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental
92362	8/19/2015	EMPLOYMENT DEVELOPMENT	UNEMPLOYMENT INSURANCE	2,689.00	Non-Departmental
92342	8/19/2015	ART SOUP LA	ART RENTAL	2,135.31	Non-Departmental
92373	8/19/2015	IRON MOUNTAIN	STORAGE SERVICES	1,698.02	Non-Departmental
92349	8/19/2015	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	1,364.86	Non-Departmental
92407	8/19/2015	SHERIDAN GROUP/THE//	FILE CABINET	1,054.68	Non-Departmental
92443	8/25/2015	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	656.79	Non-Departmental
92372	8/19/2015	IDEAL GENERAL SERVICES, INC.	TRANSPORTATION SERVICES (SP O)	615.00	Non-Departmental
92333	8/19/2015	MAILFINANCE	POSTAGE METER LEASE	201.64	Non-Departmental
92442	8/25/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GPQ10817	70.48	Non-Departmental
92442	8/25/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KZT02095	61.10	Non-Departmental
Total Amount for 11 Line Item(s) from Non-Departmental				\$13,321.88	



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Payroll					
92399	8/19/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 15	8,928.88	Payroll
Total Amount for 1 Line Item(s) from Payroll				\$8,928.88	
Police / Fire / Safety					
92464	8/25/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2015	350,150.25	Police / Fire / Safety
92464	8/25/2015	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUL 2015	15,160.01	Police / Fire / Safety
92463	8/25/2015	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- JUL 2015	4,191.02	Police / Fire / Safety
92467	8/25/2015	LIFELOC TECHNOLOGIES, INC.	PAS UNIT MAINTENANCE	236.09	Police / Fire / Safety
Total Amount for 4 Line Item(s) from Police / Fire / Safety				\$369,737.37	
Public Safety & Emergency Preparedness					
92355	8/19/2015	CR PRINT	EMERGENCY HANDBOOKS	1,220.80	Public Safety & Emergency Preparedness
92402	8/19/2015	RMS PRINTING LLC	EMERGENCY HANDBOOKS	545.00	Public Safety & Emergency Preparedness
92377	8/19/2015	KR NIDA CORPORATION	RADIO SERVICE	380.00	Public Safety & Emergency Preparedness
Total Amount for 3 Line Item(s) from Public Safety & Emergency Preparedness				\$2,145.80	
Public Works					
92473	8/25/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	22,709.00	Public Works
92484	8/25/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- GATE	21,759.00	Public Works
92422	8/19/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,555.13	Public Works
92450	8/25/2015	DLT SOLUTIONS, LLC	AUTOCAD SOFTWARE LICENSE	10,636.23	Public Works
92476	8/25/2015	QUESTA ENGINEERING CORP.	LV CREEK RESTORATION PROJ	9,972.25	Public Works
92426	8/19/2015	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	7,790.00	Public Works
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,386.89	Public Works
92425	8/19/2015	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	3,080.00	Public Works
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,750.00	Public Works
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,500.00	Public Works
92421	8/19/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,320.00	Public Works
92358	8/19/2015	DE LA CRUZ/CALVIN//	CONSULTING SERVICES	1,300.00	Public Works
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	600.00	Public Works
92357	8/19/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	560.00	Public Works
92457	8/25/2015	HANBALI/MAHER//	CONSULTING SERVICES	560.00	Public Works



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92447	8/25/2015	DANOUS/ANOEIL//	CONSULTING SERVICES	560.00	Public Works
92482	8/25/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	518.22	Public Works
92335	8/19/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	331.76	Public Works
92422	8/19/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	310.74	Public Works
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	Public Works
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	Public Works
92483	8/25/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	Public Works
92335	8/19/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
92335	8/19/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
92335	8/19/2015	ACORN NEWSPAPER	RECYCLING ADVERTISING	273.21	Public Works
92465	8/25/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	159.69	Public Works
92418	8/19/2015	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	103.50	Public Works
92409	8/19/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	58.89	Public Works
92434	8/25/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	46.61	Public Works
92485	8/25/2015	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works

Total Amount for 31 Line Item(s) from Public Works

\$111,765.55

Recoverable / Refund / Liability

92396	8/19/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	2,125.00	Recoverable / Refund / Liability
92468	8/25/2015	LOS ANGELES COUNTY SHERIFF	WAGE GARNISHMENT- 8/21/15	200.00	Recoverable / Refund / Liability
92455	8/25/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 8/21/15	184.62	Recoverable / Refund / Liability
92374	8/19/2015	KAVUSI/SUZAN//	RECREATION REFUND	50.00	Recoverable / Refund / Liability
92480	8/25/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 8/21/15	46.15	Recoverable / Refund / Liability
92364	8/19/2015	EXCEL PAVING COMPANY	LAS VIRGENES RD PROJECT	-10,746.91	Recoverable / Refund / Liability

Total Amount for 6 Line Item(s) from Recoverable / Refund / Liability

\$-8,141.14

Senior Center Construction

92456	8/25/2015	GEODYNAMICS	SENIOR CENTER ENGINEERING	600.00	Senior Center Construction
92469	8/25/2015	M6 CONSULTING, INC.	PLAN REVIEW- SENIOR CENTER	585.00	Senior Center Construction

Total Amount for 2 Line Item(s) from Senior Center Construction

\$1,185.00

Tennis & Swim Center

92416	8/19/2015	TOP SEED TENNIS ACADEMY, INC.	RECREATION INSTRUCTOR	1,408.40	Tennis & Swim Center
92350	8/19/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	1,110.15	Tennis & Swim Center



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92462	8/25/2015	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	967.54	Tennis & Swim Center
92351	8/19/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	906.07	Tennis & Swim Center
92444	8/25/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	800.19	Tennis & Swim Center
92489	8/25/2015	WELTER/FRANCES//	RECREATION INSTRUCTOR	730.20	Tennis & Swim Center
92350	8/19/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	656.08	Tennis & Swim Center
92411	8/19/2015	SPORTS PLUS DAY CAMP	RECREATION INSTRUCTOR	645.00	Tennis & Swim Center
92479	8/25/2015	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	549.97	Tennis & Swim Center
92354	8/19/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	497.04	Tennis & Swim Center
92354	8/19/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	465.23	Tennis & Swim Center
92424	8/19/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	440.08	Tennis & Swim Center
92411	8/19/2015	SPORTS PLUS DAY CAMP	RECREATION INSTRUCTOR	423.50	Tennis & Swim Center
92427	8/19/2015	ZACHARATOS/GERASSIMOS T//	RECREATION INSTRUCTOR	420.18	Tennis & Swim Center
92415	8/19/2015	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	392.96	Tennis & Swim Center
92336	8/19/2015	AIRGAS- WEST	TC HELIUM	390.68	Tennis & Swim Center
92462	8/25/2015	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	377.49	Tennis & Swim Center
92334	8/19/2015	A RENTAL CONNECTION	EQUIPMENT RENTAL - CAMPOUT	345.89	Tennis & Swim Center
92492	8/25/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	330.84	Tennis & Swim Center
92424	8/19/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	313.93	Tennis & Swim Center
92350	8/19/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	300.00	Tennis & Swim Center
92487	8/25/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	294.19	Tennis & Swim Center
92399	8/19/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 15	276.80	Tennis & Swim Center
92437	8/25/2015	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- JR LIFEGUARDS	220.00	Tennis & Swim Center
92399	8/19/2015	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- AUG 15	140.96	Tennis & Swim Center
92354	8/19/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	95.90	Tennis & Swim Center
92431	8/25/2015	AIRGAS- WEST	TC HELIUM	27.99	Tennis & Swim Center
Total Amount for 27 Line Item(s) from Tennis & Swim Center				\$13,527.26	

Transportation

92364	8/19/2015	EXCEL PAVING COMPANY	LAS VIRGENES RD PROJECT	214,938.25	Transportation
92360	8/19/2015	DIAMOND WEST ENGINEERING, INC	ENGINEER CONSULTING	4,500.00	Transportation
92454	8/25/2015	FLOWERS & ASSOCIATES, INC.	LAS VIRGENES ROAD WIDENING	3,963.89	Transportation
92409	8/19/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,649.64	Transportation
92375	8/19/2015	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	2,485.80	Transportation
92339	8/19/2015	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- SEP 2015	1,925.00	Transportation
92461	8/25/2015	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	840.00	Transportation
92422	8/19/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- MUL HWY	658.08	Transportation



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92381	8/19/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	212.60	Transportation
92387	8/19/2015	MANERI SIGN, INC.	TRAFFIC SIGNS	200.56	Transportation
92379	8/19/2015	LA DWP	METER SERVICE - TRAFFIC LIGHT	143.27	Transportation
Total Amount for 11 Line Item(s) from Transportation				\$233,517.09	
GRAND TOTAL for 312 Line Items				\$981,447.57	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

14-Oct

PW	New Business	Approval of final concept for roundabout at Thousand Oaks and LV
PW	New Business	Waste disposal franchise agreement
CC	Presentation	Sheriff's Crime Report
Finance	Consent	Adoption of Resolution No. 2015-1470, authorizing the examination of prepaid mobile telephony services surcharge and local charge records
CC	Presentation	Myra Turek's recognition
CC	Presentation	Steve Ball's retirement recognition
CD	Consent	Approval of Edgesoft PSA
CD	Public Hearing	Craftman's Corner pre-zoning

Future Items

CD	New Business	Discussion of Ridgeline Ordinance
CC	New Business	25th anniversary subcommittee update
CC	Presentation	AB 57 update from Jonathan Kramer
Finance	New Business	Guidelines on City reserves with descriptive line item for each fund
CD	New Business	Plaque recommendations by the HPC
CD	New Business	Business registration program
PW	New Business	Presentation of Design and Specifications for Las Virgenes Creek Restoration Project – Phase II
CC	New Business	Commissioner interviews for appointments expiring in November 2015
AS	Consent	Adjustment of State's minimum wage
PW	Public Hearing	CEQA Public Hearing for Las Virgenes Creek Restoration Project – Phase II
CC	New Business	Effectiveness of Commissions

2015 CITY COUNCIL MEETING DATES

28-Oct	18-Nov - Special Meeting Election Certification - Council Reorg.
3-Nov - Municipal Election	25-Nov - Canceled - Thanksgiving Eve
11-Nov - Canceled - Veterans' Day	9-Dec
	23-Dec - Canceled