

March 14, 2016 Regular Meeting

1. Meeting Agenda

Documents: [CC160314_AGENDA.PDF](#)

2. Item 3B2

Warrant Register No. 568

Documents: [CC160314_ITEM 3B2.PDF](#)

3. Item 3B3

Approval of Minutes - February 8 and February 10, 2016

Documents: [CC160314_ITEM 3B3.PDF](#)

4. Item 3B4

Tolling Agreement with Park at Cross Creek, LLC, relating to as-applied claims arising from application of Measure R

Documents: [CC160314_ITEM 3B4.PDF](#)

5. Item 3B5

Las Flores Canyon and Malibu Road Biofilters project Completion and Acceptance of Work

Documents: [CC160314_ITEM 3B5_SUPPLEMENTAL.PDF](#), [CC160314_ITEM 3B5.PDF](#)

6. Item 3B6

Professional Services Agreement for Water Conservation Outreach Services

Documents: [CC160314_ITEM 3B6.PDF](#)

7. Item 3B7

Renewal of General Services Agreement with the County of Los Angeles

Documents: [CC160314_ITEM 3B7.PDF](#)

8. Item 3B8

Los Angeles County Measure R Transportation Funding Agreements

Documents: [CC160314_ITEM 3B8.PDF](#)

9. Item 4A

Parking Lot Safety Standards

Documents: [CC160314_ITEM 4A.PDF](#)

10. Item 4B

Malibu Minimum Wage Ordinance

Documents: [CC160314_ITEM 4B.PDF](#)

11. Item 6A

Point Dume Traffic Calming Improvements

Documents: [CC160314_ITEM 6A.PDF](#)

12. Item 7A

New City Award (Mayor Pro Tem La Monte and Councilmember House)

Documents: [CC160314_ITEM 7A.PDF](#)

Malibu City Council
Regular Meeting Agenda

Monday, March 14, 2016

6:00 P.M. – CLOSED SESSION

City Hall – Westward Room
23825 Stuart Ranch Road

6:30 P.M. – REGULAR CITY COUNCIL MEETING

City Hall – Council Chambers
23825 Stuart Ranch Road

Six p.m. Closed Session

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Sections Government Code Section 54956.9(d)(1). Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The City Attorney will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

Public Comment on Closed Session Items

Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1):

1. Crown Castle NG West LLC v. City of Malibu
United States District Court Case No. 2:15-cv-06089-DSF (SSx)
2. Trancas-PCH v. City of Malibu (Housing Element case)
Los Angeles County Superior Court Case No. BS145311

Six-thirty p.m. Regular Session

Public Hearings will begin at 6:30 p.m., or as soon thereafter as possible, but in no event later than 7:30 p.m.

Call to Order - Mayor

Roll Call - Recording Secretary

Pledge of Allegiance

Closed Session Report

Approval of Agenda

Report on Posting of Agenda – March 3, 2016

1. Ceremonial/Presentations

- A. Commendation to Kay Gabbard on her Retirement after 40 years from Malibu Methodist Nursery School

- B. Proclamation Declaring March 19 - April 24, 2016 as “Earth Month”

2. Written and Oral Communications from the Public

- A. Communications from the Public concerning matters which are not on the agenda but for which the City Council has subject matter jurisdiction. City Council may not act on these matters except to refer the matters to staff or schedule the matters for a future agenda.
- B. Commission / Committee / City Manager Updates
- C. City Council Subcommittee reports / Mayor and Councilmember meeting attendance, reports and inquiries

3. Consent Calendar

- A. Previously Discussed Items

None.

- B. New Items

- 1. Waive Further Reading

Recommended Action: After the City Attorney has read the title, waive full reading of ordinances considered on this agenda for introduction on first reading and/or second reading and adoption.

Staff contact: City Attorney Hogin, 456-2489 ext. 228

- 2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 46654-46853 listed on the register from the General Fund and direct the City Manager to pay out the funds to each of the claimants listed in Warrant Register No. 568 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$2,002,483.81. City of Malibu payroll check numbers 4640-4648 and ACH deposits were issued in the amount of \$240,510.29.

Staff contact: Assistant City Manager Feldman, 456-2489 ext. 224

- 3. Approval of Minutes

Recommended Action: Approve the minutes for the February 8, 2016 Regular City Council meeting and February 10, 2016 Special City Council/Planning Commission joint meeting.

Staff contact: City Clerk Pope, 456-2489 ext. 228

4. Tolling Agreement with Park at Cross Creek, LLC, relating to as-applied claims arising from application of Measure R

Recommended Action: Approve the proposed tolling agreement and authorize the Mayor to execute the agreement on behalf of the City.

Staff contact: City Attorney Hogin, 456-2489 ext. 228

5. Las Flores Canyon and Malibu Road Biofilters Project Completion and Acceptance of Work

Recommended Action: 1) Accept the work performed by J & H Engineering General Contractors, Inc. for the Las Flores Canyon and Malibu Road Biofilters Project (Specification No. 2056) as complete; and 2) Authorize the Public Works Director to submit for recordation a Notice of Completion for the project.

Staff contact: Public Works Director Brager, 456-2489 ext. 247

6. Professional Services Agreement for Water Conservation Outreach Services

Recommended Action: Authorize the City Manager to execute a professional services agreement with Hastings and Company, Inc. to provide water conservation outreach consulting services.

Staff contact: Acting Environmental Sustainability Director George, 456-2489 ext. 229

7. Renewal of General Services Agreement with the County of Los Angeles

Recommended Action: Adopt Resolution No. 16-12 authorizing the renewal of the General Services Agreement between the City of Malibu and the County of Los Angeles for the period of July 1, 2016 through June 30, 2021.

Staff contact: City Manager Thorsen, 456-2489 ext. 226

8. Los Angeles County Measure R Transportation Funding Agreements

Recommended Action: 1) Authorize the City Manager to execute the Measure R Funding Agreement for the Civic Center Way Improvements Project; and 2) Authorize the City Manager to execute any subsequent Measure R Funding Agreements.

Staff contact: Public Works Director Brager, 456-2489 ext. 247

4. Ordinances and Public Hearings

A. Parking Lot Safety Standards

Recommended Action: 1) After the City Attorney reads the title, introduce on first reading Ordinance No. 403 adding Section 17.48.070 (Parking Lot Safety Standards) to Malibu Municipal Code Title 17 (Zoning) to establish development standards for new and existing parking lots citywide, determining Zoning Text Amendment No. 15-004 to be categorically exempt from the California Environmental Quality Act; and 2) Direct staff to schedule second reading and adoption of Ordinance No. 403 for the March 28, 2016 Adjourned Regular City Council meeting.

Staff contact: Planning Director Blue, 456-2489 ext. 258

B. Malibu Minimum Wage Ordinance

Recommended Action: 1) After the City Attorney reads the title, introduce on first reading Ordinance No. 404 adding Chapter 9.36 (Minimum Wage) to Malibu Municipal Code Title 9 (Public Peace and Welfare) to establish a phased approach to reach \$15 per hour by 2020; and 2) Direct staff to schedule second reading and adoption of Ordinance No. 404 for the March 28, 2016 Adjourned Regular City Council meeting.

Staff contact: City Attorney Hogin, 456-2489 ext. 228

5. Old Business

None.

6. New Business

A. Point Dume Traffic Calming Improvements

Recommended Action: 1) Consider installing speed humps on Portshhead Road from Pacific Coast Highway to Boniface Drive; 2) Consider installing six radar speed advisory signs throughout the Point Dume neighborhood and Busch Drive; 3) Consider installing traffic lane edge striping on Grasswood Avenue and Fernhill Drive; 4) Consider installing a crosswalk at Heathercliff Road and Dume Drive; 5) Consider lowering the posted speed limit on Bluewater Road, Wildlife Road and Cliffside Drive from 30 miles per hour to 25 miles per hour; and 6) Consider requiring removal of encroachments by private property owners into the public right-of-way.

Staff contact: Public Works Director Brager, 456-2489 ext. 247

7. Council Items

A. New City Award (Mayor Pro Tem La Monte and Councilmember House)

Recommended Action: 1) At the request of Mayor Pro Tem La Monte and Councilmember House, adopt revised City Council Policy #29, Protocol for City Council Proclamations, Awards and Commendations, to establish a new City award to be named in honor of Walt and Lucille Keller and awarded to residents who have made extraordinary contributions to the City of Malibu and the Malibu community; and 2) Approve award of the 2016 Walt and Lucille Keller Award to Walt and Lucille Keller.

Staff contact: City Manager Thorsen, 456-2489 ext. 226

Adjournment – adjourn to six p.m. on March 28, 2016

Future Meetings

Monday, March 28, 2016	6:00 p.m.	Adjourned Regular Council Meeting	City Hall Council Chambers
Monday, April 11, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, April 25, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers

Guide to the City Council Proceedings

The Oral Communication portion of the agenda is for members of the public to present items, which are not listed on the agenda but are under the subject matter jurisdiction of the City Council. No action may be taken under, except to direct staff unless the Council, by a two-thirds vote, determines that there is a need to take immediate action and that need came to the attention of the City after the posting of the agenda. Although no action may be taken, the Council and staff will follow up, at an appropriate time, on those items needing response. Each speaker is limited to three (3) minutes. Time may be surrendered by deferring one (1) minute to another speaker, not to exceed a total of eight (8) minutes. The speaker wishing to defer time must be present when the item is heard. In order to be recognized and present an item, each speaker must complete and submit to the Recording Secretary a Request to Speak form prior to the beginning of the item being announced by the Mayor (forms are available outside the Council Chambers). Speakers are taken in the order slips are submitted.

Items in Consent Calendar Section A have already been considered by the Council at a previous meeting where the public was invited to comment, after which a decision was made. These items are not subject to public discussion at this meeting because the vote taken at the previous meeting was final. Resolutions concerning decisions made at previous meetings are for the purpose of memorializing the decision to assure the accuracy of the findings, the prior vote, and any conditions imposed.

Items in Consent Calendar Section B have not been discussed previously by the Council. If discussion is desired, an item may be removed from the Consent Calendar for individual consideration. Councilmembers may indicate a negative or abstaining vote on any individual item by so declaring prior to the vote on the motion to adopt the entire Consent Calendar. Items excluded from the Consent Calendar will be taken up by the Council following the action on the Consent Calendar. The Council first will take up the items for which public speaker requests have been submitted. Public speakers shall follow the rules as set forth under Oral Communication.

For Public Hearings involving zoning matters the appellant and applicant will be given 15 minutes each to present their position to the City Council, including rebuttal time. All other testimony shall follow the rules as set forth under Oral Communication.

Old Business items have appeared on previous agendas but have either been continued or tabled to this meeting with no final action having been taken. Public comment shall follow the rules as set forth under Oral Communication.

Items in New Business are items, which are appearing for the first time for formal action. Public comment shall follow the rules as set forth under Oral Communication.

City Council Items are items, which individual members of the City Council may bring up for action, to propose future agenda items or to suggest future staff assignments. No new items will be taken-up after 10:30 p.m. without a two-thirds vote of the City Council.

City Council meetings are aired live and replayed on City of Malibu Government Access Channel 3 and on the City's website at www.malibucity.org/video. Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of the City Clerk, Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California and are available for public inspection during regular office hours which are 7:30 a.m. to 5:30 p.m., Monday through Thursday and 7:30 a.m. to 4:30 p.m., Friday. Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office at 23825 Stuart Ranch Road, Malibu, California (Government Code Section 54957.5.b.2). Copies of staff reports and written materials may be purchased for \$0.10 per page. Pursuant to State law, this agenda was posted at least 72 hours prior to the meeting.

The City Hall phone number is (310) 456-2489. To contact City Hall using a telecommunication device for the deaf (TDD), please call (800) 735-2929 and a California Relay Service operator will assist you. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Environmental Sustainability Director Victor Peterson, (310) 456-2489, ext. 251. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADD Title II]. Requests for use of audio or video equipment during a Council meeting should be directed to Alex Montano at (310) 456-2489 ext. 227 or amontano@malibucity.org. Material must be submitted by 12:00 p.m. on the meeting day.

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours in advance of the meeting. Dated this 3rd day of March 2016.


Heather Glaser, Deputy City Clerk

Item
3.B.2.

WARRANT REGISTER NO. 568

On March 14, 2016, the Malibu City Council allowed and approved the above warrant demand numbers 46654 – 46853 from the General Fund. The City Manager is hereby directed to pay out the funds named hereon to each of the claimants listed above, the amount appearing opposite their name for the purpose stated on the respective demands, making a total of \$2,002,483.81. City of Malibu payroll check numbers 4640 - 4648 and ACH deposits were issued in the amount of \$240,510.29.

PASSED, APPROVED and ADOPTED this 14th day of March 2016.

Laura Rosenthal
Mayor

ATTEST:

Lisa Pope
City Clerk

CERTIFICATE

In accordance with Government Code Section 37202, I certify that the above demands are accurate and that funds are available for payment thereof. This certification is based on an examination of source documents relating to randomly selected sample of transactions and analysis of cash flow reports.

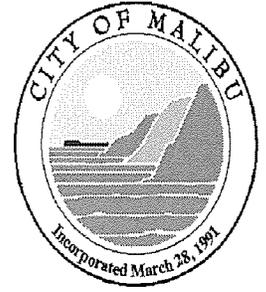
EXECUTED this 14th day of March 2016, AT MALIBU, CALIFORNIA

Jim Thorsen
City Manager

Accounts Payable

Checks by Date - Summary By Check Number

User: jhand
Printed: 3/2/2016 - 11:32 AM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46654	ICMA457	ICMA Retirement Trust 457 - 303	02/10/2016	16,038.54
46655	ICMACM	ICMA 401-Plan # 108658	02/10/2016	504.89
46656	ICMADH	ICMA 401-Plan # 108650	02/10/2016	692.28
46657	PERSRET	CalPERS Retirement	02/10/2016	33,191.56
46658	USBANK2	U.S. Bank	02/10/2016	691.75
46659	ACMS	All City Management Services Inc	02/11/2016	1,920.80
46660	ALERTCO	Affiliated Communications LLC c	02/11/2016	108.95
46661	ANDERSJ	Juan Anderson	02/11/2016	90.00
46662	ANDINOM	Melisa Andino	02/11/2016	1,785.00
46663	AQUACHEM	Aqua H2O Solutions Inc	02/11/2016	348.89
46664	AQUATIC	Aquatic Bioassay & Consulting L	02/11/2016	1,190.00
46665	BANNPET	Peter Banner	02/11/2016	192.59
46666	BARTEL	Bartel Associates, LLC	02/11/2016	9,000.00
46667	BIOSOLUT	Bio Solutions, Inc	02/11/2016	366.67
46668	BRIGHTWA	Paul E Hullar	02/11/2016	765.00
46669	BSNSPOR	Sports Supply Group, Inc.	02/11/2016	42.40
46670	BURKHAR	Steve Burkhardt	02/11/2016	160.00
46671	BURNS	Burns Pacific Construction Inc	02/11/2016	66,919.11
46672	CACODE	California Code Check, Inc	02/11/2016	10,743.20
46673	CHAVEZL	Larry Chavez	02/11/2016	170.00
46674	CityLA	City of Los Angeles	02/11/2016	26,310.81
46675	COOPSUS	Susan Cooper	02/11/2016	50.00
46676	DIRECT	DirecTV, Inc.	02/11/2016	59.99
46677	ELYJRS	Hilario Simental Jr	02/11/2016	980.00
46678	EMPIRE	Empire Chemical Company Inc	02/11/2016	23.85
46679	FASTDEER	Fast Deer Bus Shuttle	02/11/2016	996.99
46680	FELDMAN	Reva Feldman	02/11/2016	170.10
46681	FIORIA	Adrianna Fiori	02/11/2016	508.20
46682	FISHD	Deirdre Fisher	02/11/2016	50.00
46683	FOXS	Susan Fox	02/11/2016	129.00
46684	Fugro	Fugro Consultants, Inc.	02/11/2016	32,617.50
46685	GATES	SWAG Corporation	02/11/2016	830.00
46686	GEARYRU	Russell W Geary	02/11/2016	230.00
46687	GIINDUS	GI Industries	02/11/2016	3,087.66
46688	GMZENG	GMZ Engineering Inc	02/11/2016	40,177.58
46689	HARTSEL	Harts Electric, Inc.	02/11/2016	573.00
46690	HEMPYK	Kevin Hempy	02/11/2016	105.00
46691	HODGETTS	Harmonica Inc	02/11/2016	41,000.00
46692	HOLIDAYG	Holidaygoo Inc	02/11/2016	337.65
46693	iRIS	Lorrie Feinberg	02/11/2016	7,338.75
46694	J&HENG	J & H Engineering General Contr	02/11/2016	17,312.55
46695	JENKINS	Jenkins & Hogin, LLP	02/11/2016	87,406.26
46696	KENNEYK	Kevin R Kenney	02/11/2016	90.00
46697	KIMLEY	Kimley-Horn and Associates Inc	02/11/2016	34,512.71
46698	LACOBEA	LA County Beaches & Harbor	02/11/2016	250.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46699	LACOCLE	LA County Registrar-Recorder LA	02/11/2016	75.00
46700	LACOCLE	LA County Registrar-Recorder LA	02/11/2016	75.00
46701	LACOWAT	LA Co MalibuTreasurer-Waterwo	02/11/2016	7,482.94
46702	LAMONTE	Lou La Monte	02/11/2016	357.68
46703	MALITIM	Malibu Times	02/11/2016	68.00
46704	MALIYEL	Khaled R. Karamé	02/11/2016	14,365.10
46705	MAUCK	Kevin Mauch	02/11/2016	90.00
46706	MELTPOT	Lisa M Scalia	02/11/2016	100.00
46707	MIGINC	Moore Iacofano Goltsman Inc	02/11/2016	610.00
46708	MNS	MNS Engineers, Inc.	02/11/2016	900.00
46709	MURRJO	Joan Murray	02/11/2016	38.00
46710	NATIONA	National Construction Rentals, Inc	02/11/2016	513.40
46711	OZONE	Ozone Water Systems, Inc.	02/11/2016	4,979.67
46712	PATTONJ	Jonathan Patton	02/11/2016	80.00
46713	PRECISI	Precision Business Machine Inc	02/11/2016	232.60
46714	PROHOLME	Priscilla Holmes	02/11/2016	2,200.00
46715	REMOTESA	Remote Satellite Systems Int'l	02/11/2016	105.00
46716	RINCONC	Rincon Consultants, Inc	02/11/2016	13,471.50
46717	SAGONAS	Ronald A Sagona/ Sagona's All-Ci	02/11/2016	275.00
46718	SCCWRP	Southern CA Coastal Water Resea	02/11/2016	3,640.00
46719	SCEDISO	Southern California Edison Comp	02/11/2016	12,065.19
46720	SCMAF	So CA Municipal Athletic Federat	02/11/2016	70.00
46721	SIEMENS	Siemens Industry Inc	02/11/2016	5,943.83
46722	SIERRAER	Sierra Ergonomics Inc	02/11/2016	249.00
46723	SMASH	Smash Athletics Inc	02/11/2016	2,055.88
46724	SOLIDWA	Solid Waste Solutions, Inc.	02/11/2016	828.50
46725	SOUTHEAS	Southeastern Security Consultants	02/11/2016	18.50
46726	STAPLES	Staples Advantage	02/11/2016	1,362.52
46727	STEINMI	Michelle Stein	02/11/2016	38.00
46728	STONEEN	Stone Environmental Inc	02/11/2016	1,569.00
46729	TARGETS	Target Specialty Products	02/11/2016	49.00
46730	USBANK	U.S. Bank	02/11/2016	14,704.59
46731	USBANK4	US Bank N.A.	02/11/2016	90,521.58
46732	VALLEYCR	ValleyCrest Landscape Maintenan	02/11/2016	6,763.25
46733	VENCOPOW	Venco Power Sweeping, Inc	02/11/2016	6,935.00
46734	VERIZFIO	Verizon	02/11/2016	364.99
46735	VERIZONW	Verizon Wireless Services LLC	02/11/2016	2,187.57
46736	VIAWEST	ViaWest Inc	02/11/2016	745.00
46737	VTP	VIDEOTAPE PRODUCTS, Inc	02/11/2016	10,460.36
46738	WCVI	William C Velasquez Institute	02/11/2016	2,500.00
46739	WEBSTER2	Lori Webster	02/11/2016	596.00
46740	XEROX	Xerox Corporation	02/11/2016	3,164.43
46741	ZHAO	Yun Zhao	02/11/2016	322.00
46742	ZIFANG	Su Zifang	02/11/2016	84.00
46743	USBANK3	US Bank Attn V. Charmaine Hunt	02/22/2016	138,855.54
46744	22CENMED	Freedom Media LLC/ 22nd Centu	02/23/2016	1,927.50
46745	ACCOUNTTE	OfficeTeam A Robert Half Compa	02/23/2016	993.76
46746	ANAWALT	Anawalt Lumber Co., Inc	02/23/2016	326.92
46747	AQUACHEM	Aqua H2O Solutions Inc	02/23/2016	207.18
46748	CINTAS	Cintas Corporation #2	02/23/2016	848.28
46749	CIVICPLU	Icon Enterprises Inc	02/23/2016	195.00
46750	CLEADOUG	Douglas Cleavenger	02/23/2016	32.00
46751	COTTON	Cotton,Shires & Associates,Inc	02/23/2016	23,046.50
46752	CRPRINT	CR PRINT	02/23/2016	158.94
46753	DEBRASTO	Deborah Pritchett	02/23/2016	3,460.00

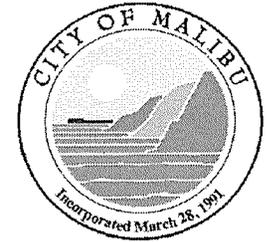
Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46754	ELYJRS	Hilario Simental Jr	02/23/2016	460.00
46755	GATES	SWAG Corporation	02/23/2016	1,660.00
46756	GOVCONN	GovConnection Inc	02/23/2016	2,619.57
46757	Grainger	W.W. Grainger,Inc	02/23/2016	149.16
46758	HODGSON	Gun Inger Hodgson	02/23/2016	840.00
46759	IPC INC	Integrated Performance Consultan	02/23/2016	525.00
46760	LABCORP	Laboratory Corp. of America	02/23/2016	29.50
46761	LACOCLE	LA County Registrar-Recorder LA	02/23/2016	75.00
46762	LACOCLE	LA County Registrar-Recorder LA	02/23/2016	75.00
46763	LACOCLE	LA County Registrar-Recorder LA	02/23/2016	75.00
46764	LACOCLE	LA County Registrar-Recorder LA	02/23/2016	75.00
46765	LACOCLE	LA County Registrar-Recorder LA	02/23/2016	75.00
46766	MASTERCO	Master Cooling Corporation	02/23/2016	4,305.25
46767	ORRSHA	Shawn Orr	02/23/2016	275.00
46768	PARSARS	Public Agency Retirement Srvcs	02/23/2016	300.00
46769	PLAYCRAF	Playcraft Direct, Inc	02/23/2016	60.27
46770	PRECISI	Precision Business Machine Inc	02/23/2016	110.35
46771	PROPET	ProPet Distributors, Inc.	02/23/2016	1,277.50
46772	SC Prime	SC PrimeSource, Inc.	02/23/2016	3,295.00
46773	SMITHPI	Smith Pipe & Supply Inc	02/23/2016	17.22
46774	STAPLES	Staples Advantage	02/23/2016	1,273.51
46775	THORSEN	Jim Thorsen	02/23/2016	130.68
46776	USBANK4	US Bank N.A.	02/23/2016	47,494.12
46777	USPOSTOF	U.S. Postal Service	02/23/2016	800.00
46778	VERIZFIO	Verizon	02/23/2016	236.45
46779	VERIZON	Verizon Business	02/23/2016	1.40
46780	VERIZONC	Verizon California	02/23/2016	2,128.56
46781	WOLDRIF	Wold, Rifkin, Shapiro, Schulman ,	02/23/2016	96.38
46782	ACCESS	Access Information Holdings LLC	02/25/2016	3,276.36
46783	ACCOUNTTE	OfficeTeam A Robert Half Compa	02/25/2016	1,052.53
46784	AMERIGA	Amerigas Propanc LP	02/25/2016	1,173.52
46785	ANDEPAM	Pamela Anderson	02/25/2016	1,057.00
46786	APA	American Planning Association	02/25/2016	1,210.00
46787	BURKHAR	Steve Burkhardt	02/25/2016	320.00
46788	CACEO	CACEO	02/25/2016	85.00
46789	CAMEB	Barbara A. Cameron	02/25/2016	8,141.18
46790	CASTRATE	California Strategies & Advocacy	02/25/2016	12,500.00
46791	CHAVEZL	Larry Chavez	02/25/2016	330.00
46792	CONEJOA	Concjo Awards	02/25/2016	51.60
46793	COULSONS	Shelley Coulson	02/25/2016	2,265.00
46794	DAPEERR	Dapeer Rosenblit & Litvak LLP	02/25/2016	1,270.65
46795	EDWABRY	Bryanna Edwards	02/25/2016	27.35
46796	Fugro	Fugro Consultants, Inc.	02/25/2016	700.20
46797	GOVCONN	GovConnection Inc	02/25/2016	939.31
46798	GRANICUS	Granicus, Inc	02/25/2016	1,200.00
46799	GRAPHICC	Graphic Consultants, Inc	02/25/2016	6,495.30
46800	HAWNERST	Stephanic Hawner	02/25/2016	495.00
46801	HELMDOU	Douglas Helm	02/25/2016	1,393.00
46802	HEMPYK	Kevin Hempy	02/25/2016	90.00
46803	J&HENG	J & H Engineering General Contr	02/25/2016	346,069.57
46804	KENNEYK	Kevin R Kenney	02/25/2016	90.00
46805	KIMLEY	Kimley-Horn and Associates Inc	02/25/2016	3,060.16
46806	LACOCLE	LA County Registrar-Recorder LA	02/25/2016	75.00
46807	LACOCLE	LA County Registrar-Recorder LA	02/25/2016	75.00
46808	LACOCLE	LA County Registrar-Recorder LA	02/25/2016	75.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
46809	LACOCLE	LA County Registrar-Recorder LA	02/25/2016	75.00
46810	LACOPUBL	County of LA Dept. of Public Hea	02/25/2016	311.00
46811	LACOSHE	LA Co Sheriff'S Department	02/25/2016	511,922.13
46812	LPA	LPA, Inc.	02/25/2016	2,518.28
46813	MADSONK	Kevin Madson	02/25/2016	3,610.00
46814	MALCHAM	Malibu Chamber Of Commerce	02/25/2016	40.00
46815	MALICOM	Malibu Comm Labor Exchange	02/25/2016	578.00
46816	MALITIM	Malibu Times	02/25/2016	821.00
46817	MALPCH	Malibu PCH West LLC	02/25/2016	30,000.00
46818	MASTERCO	Master Cooling Corporation	02/25/2016	324.33
46819	NEXTEL	Nextel / Sprint Communication	02/25/2016	78.75
46820	PATTONJ	Jonathan Patton	02/25/2016	160.00
46821	POPEL	Lisa Pope	02/25/2016	68.36
46822	PORTST	Starr Porter	02/25/2016	601.00
46823	PRECISI	Precision Business Machine Inc	02/25/2016	95.00
46824	PROCKIWM	Michael Prockiw	02/25/2016	125.00
46825	PURCHAS	Purchase Power	02/25/2016	3,000.00
46826	RECTOR	Christy Rector	02/25/2016	305.65
46827	REMOTESA	Remote Satellite Systems Int'l	02/25/2016	105.00
46828	RHOAHE	Heidi Rhoades	02/25/2016	100.00
46829	RIESGO	Kristin Riesgo	02/25/2016	60.42
46830	RIVERSI	Riverside Rubber Stamp & Engra	02/25/2016	253.84
46831	RPBARRI	R P Barricade, Inc.	02/25/2016	857.85
46832	SMMUSD3	SMMUSD	02/25/2016	139.31
46833	STAPLES	Staples Advantage	02/25/2016	654.35
46834	TELEPAC	TelePacific Communications	02/25/2016	1,784.13
46835	TOMBOY	Tomboy Farms	02/25/2016	3,100.00
46836	TULPET	Peter Tulaney	02/25/2016	450.00
46837	ULINE	Uline Inc	02/25/2016	323.27
46838	UNDERGR	Underground Service Alert/SC	02/25/2016	58.50
46839	UNIFORM	Uniform Warehouse Inc	02/25/2016	114.24
46840	VERIZFIO	Verizon	02/25/2016	801.32
46841	YOUNG	Young Actors Project	02/25/2016	500.00
46842	ZABALDOL	Lisa Zabaldo	02/25/2016	170.00
46843	BlueShie	Blue Shield of California	02/29/2016	1,060.53
46844	DELTADE	Delta Dental of California	02/29/2016	7,387.42
46845	ICMA457	ICMA Retirement Trust 457 - 303	02/29/2016	16,038.54
46846	ICMACM	ICMA 401-Plan # 108658	02/29/2016	504.89
46847	ICMADH	ICMA 401-Plan # 108650	02/29/2016	692.28
46848	MANAGED	Managed Health Network	02/29/2016	142.12
46849	PERSHEA	CalPERS Health	02/29/2016	88,222.97
46850	PERSRET	CalPERS Retirement	02/29/2016	32,835.23
46851	STANDARD	Standard Insurance Company N2	02/29/2016	5,296.83
46852	STANDARD	Standard Insurance Company N2	02/29/2016	169.45
46853	USBANK2	U.S. Bank	02/29/2016	672.24
Report Total:				2,002,483.81

Accounts Payable

Transactions by Account

User: jhand
 Printed: 03/02/2016 - 11:34AM
 Batch: 00000.00.0000



Checks from: 00046654 To: 00046853

Account Number	description	Vendor	Description	Check No	Amount
Fund: 100					
Dept:0000					
100-0000-2021-00	COBRA Payable	Blue Shield of California	PR 02.2016 Vision Care - Peterso	46843	8.50
100-0000-2021-00	COBRA Payable	Blue Shield of California	PR 02.2016 Vision Care - Tent CC	46843	8.50
100-0000-2021-00	COBRA Payable	Blue Shield of California	PR 02.2016 Vision Care - Thoma:	46843	-46.62
Vendor Subtotal for Dept:0000					-29.62
Dept:0000					
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 02.2016 Dental Insurance - H	46844	166.06
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 02.2016 Dental Insurance - Pa	46844	102.15
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 02.2016 Dental Insurance - Pe	46844	52.69
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 02.2016 Dental Insurance - SF	46844	166.06
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 02.2016 Dental Insurance - Tc	46844	52.69
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 02.2016 Dental Insurance - Tl	46844	-338.22
Vendor Subtotal for Dept:0000					201.43
Dept:0000					
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 11.02.2016 PERS EEShare - I	46657	358.12
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 11.02.2016 PERS ERShare - I	46657	478.50
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 02.2016 PERS EEShare - Hog	46850	358.12
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 02.2016 PERS ERShare - Hog	46850	478.50
Vendor Subtotal for Dept:0000					1,673.24
Dept:0000					
100-0000-3448-00	Subpoena Fees	Douglas Cleavenger	Reimburse subpoena appearance	46750	32.00
Vendor Subtotal for Dept:0000					32.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
100-0000-3448-00	Subpoena Fees	Fugro Consultants, Inc.	Reimburse for Personal Appearan	46796	700.20
			Vendor Subtotal for Dept:0000		700.20
Dept:0000					
100-0000-3448-00	Subpoena Fees	Wold, Rifkin, Shapiro, Schulman & J	Refund Subpoena Fees (McMaho	46781	96.38
			Vendor Subtotal for Dept:0000		96.38
Dept:0000					
100-0000-3461-00	Municipal Facility Use Fee	Starr Porter	Refund Rental permit-4/30/16 car	46822	80.00
			Vendor Subtotal for Dept:0000		80.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Michael Prockiw	Refund Baseball-Grant-From Coa	46824	125.00
			Vendor Subtotal for Dept:0000		125.00
Dept:0000					
100-0000-3468-00	Senior Adult Program Fee	Joan Murray	Refund SC Trip excursion 3/16/16	46709	38.00
			Vendor Subtotal for Dept:0000		38.00
Dept:0000					
100-0000-3468-00	Senior Adult Program Fee	Michelle Stein	Refund SC Trip excursion-3/16/16	46727	38.00
			Vendor Subtotal for Dept:0000		38.00
Dept:0000					
100-0000-3470-00	Community Classes	Susan Cooper	Refund-Overcharged Winter Zum	46675	50.00
			Vendor Subtotal for Dept:0000		50.00
Dept:0000					
100-0000-3470-00	Community Classes	Deirdre Fisher	Refund-Overcharged for Winter Z	46682	50.00

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:0000
					50.00
Dept:0000					
100-0000-3470-00	Community Classes	Susan Fox	Refund 3D Printing/Modeling-No	46683	129.00
					Vendor Subtotal for Dept:0000
					129.00
Dept:0000					
100-0000-3470-00	Community Classes	Heidi Rhoades	Refund Cooking class-Phoenix-C	46828	100.00
					Vendor Subtotal for Dept:0000
					100.00
Dept:0000					
100-0000-3470-00	Community Classes	Lori Webster	Refund Credit card charged multi	46739	596.00
					Vendor Subtotal for Dept:0000
					596.00
Dept:0000					
100-0000-3470-00	Community Classes	Lisa Zabaldo	Refund Ballet-Jocelyn-Class canc	46842	170.00
					Vendor Subtotal for Dept:0000
					170.00
Dept:3001					
100-3001-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	4.31
100-3001-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	6.77
					Vendor Subtotal for Dept:3001
					11.08
Dept:3001					
100-3001-5100-00	Professional Services	Kimley-Horn and Associates Inc	Task 14-PMP-Nov'15	46697	6,880.00
100-3001-5100-00	Professional Services	Kimley-Horn and Associates Inc	PMP Update-Dec'15	46805	314.40
					Vendor Subtotal for Dept:3001
					7,194.40
Dept:3001					
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Routine Maint-Dec'15	46671	42,865.00
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	El Nino Storm Preparations-Dec'1	46671	11,040.00
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Storm Response-Cleared canyons	46671	1,480.00

Account Number	description	Vendor	Description	Check No	Amount
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Yard Rental-Dec'15	46671	2,600.00
					<hr/>
			Vendor Subtotal for Dept:3001		57,985.00
Dept:3001					
100-3001-5121-01	Street Sweeping	Venco Power Sweeping, Inc	Street Sweeping & PCH-Dec'16	46733	6,935.00
					<hr/>
			Vendor Subtotal for Dept:3001		6,935.00
Dept:3001					
100-3001-5124-00	Traffic Signal Maintenance	Siemens Industry Inc	Signal/Beacon maint-Dec'15	46721	330.00
100-3001-5124-00	Traffic Signal Maintenance	Siemens Industry Inc	Replace batteries at Civic Ctr/Wir	46721	1,918.92
100-3001-5124-00	Traffic Signal Maintenance	Siemens Industry Inc	Civic Ctr/Malibu Cyn signal-Jan'1	46721	3,694.91
					<hr/>
			Vendor Subtotal for Dept:3001		5,943.83
Dept:3001					
100-3001-5126-00	Wall/Sidewalk Maintenance	Burns Pacific Construction Inc	Sidewalk Maint-Dec'15	46671	510.00
					<hr/>
			Vendor Subtotal for Dept:3001		510.00
Dept:3001					
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	68.91
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	114.03
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	62.42
					<hr/>
			Vendor Subtotal for Dept:3001		245.36
Dept:3001					
100-3001-5722-00	Electricity	Southern California Edison Company	Broad Beach-Jan'16	46719	27.71
100-3001-5722-00	Electricity	Southern California Edison Company	Cross Creek Rd Ped-Jan'16	46719	24.24
100-3001-5722-00	Electricity	Southern California Edison Company	Rambla Light-Jan'16	46719	19.73
100-3001-5722-00	Electricity	Southern California Edison Company	St Lighting-Jan'16	46719	1,730.37
100-3001-5722-00	Electricity	Southern California Edison Company	Traffic Control-Jan'16	46719	88.75
100-3001-5722-00	Electricity	Southern California Edison Company	Winter Cyn-Jan'16	46719	47.89

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:3001					1,938.69
Dept:3001					
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Bluffs Park-Feb'16-1831	46687	371.24
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Equestrian Park-Feb'16-	46687	177.52
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Bus Stop-Feb'16-183152	46687	2,191.21
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Cross Creek-Feb'16-183	46687	175.83
Vendor Subtotal for Dept:3001					2,915.80
Dept:3001					
100-3001-6160-00	Operating Supplies	Anawalt Lumber Co., Inc	Public Works supplies	46746	31.57
Vendor Subtotal for Dept:3001					31.57
Dept:3001					
100-3001-6160-00	Operating Supplies	Burns Pacific Construction Inc	El Nino Storm Preparations suppl	46671	4,769.11
Vendor Subtotal for Dept:3001					4,769.11
Dept:3001					
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Vista Pacifica Street Sign	46831	147.49
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Malibu Rd No Parking Signs	46831	168.56
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Speed humps signage-Grayfox &	46831	307.02
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	Replace signs from accident	46831	234.78
Vendor Subtotal for Dept:3001					857.85
Dept:3001					
100-3001-6160-00	Operating Supplies	Underground Service Alert/SC	Dig Alerts-Jan'16	46838	58.50
Vendor Subtotal for Dept:3001					58.50
Dept:3001					
100-3001-6160-00	Operating Supplies	U.S. Bank	Hart T-Rain gear	46730	131.48
Vendor Subtotal for Dept:3001					131.48

Account Number	description	Vendor	Description	Check No	Amount
Dept:3007					
100-3007-5610-00	Fac Maintenance-Civic Center	Burns Pacific Construction Inc	CCSTF-Cross Creek pump install	46671	410.00
100-3007-5610-00	Fac Maintenance-Civic Center	Burns Pacific Construction Inc	CCSTF-Malibu Lagoon pump ins	46671	820.00
Vendor Subtotal for Dept:3007					1,230.00
Dept:3007					
100-3007-5610-00	Fac Maintenance-Civic Center	Ozone Water Systems, Inc.	CCSTF-supplies-valves	46711	979.67
100-3007-5610-00	Fac Maintenance-Civic Center	Ozone Water Systems, Inc.	CCSTF Equip Maint-Dec'15	46711	4,000.00
Vendor Subtotal for Dept:3007					4,979.67
Dept:3007					
100-3007-5610-01	Fac Maintenance-Paradise Cove	Burns Pacific Construction Inc	PCSTF-removed sandbag weir-D	46671	340.00
Vendor Subtotal for Dept:3007					340.00
Dept:3007					
100-3007-5655-00	Stormwater Monitoring	Aquatic Bioassay & Consulting Labc	CCSTF Testing/monitoring-Dec'1	46664	1,190.00
Vendor Subtotal for Dept:3007					1,190.00
Dept:3007					
100-3007-5721-00	Telephone	Verizon California	Phone-Civic Center STF	46780	148.00
Vendor Subtotal for Dept:3007					148.00
Dept:3007					
100-3007-5722-00	Electricity	Southern California Edison Company	CCSTF-Dec'15/Jan'16	46719	2,763.85
Vendor Subtotal for Dept:3007					2,763.85
Dept:3008					
100-3008-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	23.78
100-3008-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	10.00

Account Number	description	Vendor	Description	Check No	Amount
					33.78
			Vendor Subtotal for Dept:3008		33.78
Dept:3008					
100-3008-5100-00	Professional Services	All City Management Services Inc	School Crossing Guard Svcs-Dec'	46659	1,920.80
					1,920.80
			Vendor Subtotal for Dept:3008		1,920.80
Dept:3008					
100-3008-5100-00	Professional Services	MNS Engineers, Inc.	Malibu Road Retracement-Nov'11	46708	900.00
					900.00
			Vendor Subtotal for Dept:3008		900.00
Dept:3008					
100-3008-5125-00	Traffic Engineering	Kimley-Horn and Associates Inc	Task 2-Kanan Dume realignment-	46697	869.84
100-3008-5125-00	Traffic Engineering	Kimley-Horn and Associates Inc	Task 16-PT Dume Traffic Evaluat	46697	26,406.55
100-3008-5125-00	Traffic Engineering	Kimley-Horn and Associates Inc	Task 16-PT Dume Traffic Mgmt I	46805	2,745.76
					30,022.15
			Vendor Subtotal for Dept:3008		30,022.15
Dept:3008					
100-3008-5300-00	Travel and Training	U.S. Bank	Ayala B-Training-Rob-Boundary	46730	229.00
100-3008-5300-00	Travel and Training	U.S. Bank	Ayala B-Travis/Rob/Arthur/Jorge	46730	125.00
100-3008-5300-00	Travel and Training	U.S. Bank	Brager B-League of Cities Conf e	46730	722.97
					1,076.97
			Vendor Subtotal for Dept:3008		1,076.97
Dept:3008					
100-3008-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	137.82
					137.82
			Vendor Subtotal for Dept:3008		137.82
Dept:3008					
100-3008-6160-00	Operating Supplies	Staples Advantage	Office supplies- Public Works	46774	97.41
					97.41
			Vendor Subtotal for Dept:3008		97.41

Account Number	description	Vendor	Description	Check No	Amount
Dept:4001					
100-4001-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	100.36
			Vendor Subtotal for Dept:4001		100.36
Dept:4001					
100-4001-5107-00	Contract Personnel	William C Velasquez Institute	Facilitator-LA CO Assessment Wt	46738	2,500.00
			Vendor Subtotal for Dept:4001		2,500.00
Dept:4001					
100-4001-5330-00	Dues & Memberships	U.S. Bank	Crittenden A-NRPA membership-	46730	165.00
			Vendor Subtotal for Dept:4001		165.00
Dept:4001					
100-4001-5405-00	Printing	Graphic Consultants, Inc	Printing Spring 2016 Recreation C	46799	6,495.30
			Vendor Subtotal for Dept:4001		6,495.30
Dept:4001					
100-4001-5405-00	Printing	Priscilla Holmes	Graphic Design-Spring 2016 Rec	46714	2,200.00
			Vendor Subtotal for Dept:4001		2,200.00
Dept:4001					
100-4001-5405-00	Printing	U.S. Bank	Riesgo K-City publications/flyers	46730	115.00
			Vendor Subtotal for Dept:4001		115.00
Dept:4001					
100-4001-5721-00	Telephone	Verizon	Bluffs Park VZW Internet-Feb'16	46778	236.45
			Vendor Subtotal for Dept:4001		236.45
Dept:4001					
100-4001-5721-00	Telephone	Verizon California	Phone-MHS Pool	46780	236.36

Account Number	description	Vendor	Description	Check No	Amount
					Vendor Subtotal for Dept:4001
					236.36
Dept:4001					
100-4001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	614.42
					Vendor Subtotal for Dept:4001
					614.42
Dept:4001					
100-4001-6160-00	Operating Supplies	Staples Advantage	Office supplies-P&R	46726	73.95
100-4001-6160-00	Operating Supplies	Staples Advantage	Office supplies- P&R	46774	64.27
100-4001-6160-00	Operating Supplies	Staples Advantage	Office supplies- P&R	46774	9.08
					Vendor Subtotal for Dept:4001
					147.30
Dept:4002					
100-4002-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	1.68
					Vendor Subtotal for Dept:4002
					1.68
Dept:4004					
100-4004-6160-00	Operating Supplies	LA County Beaches & Harbor	2016 Surf Camp Application Fee-	46698	250.00
					Vendor Subtotal for Dept:4004
					250.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Juan Anderson	Youth Sports-Basketball 2/6/16	46661	90.00
					Vendor Subtotal for Dept:4006
					90.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Melisa Andino	Sports instructor-M Andino-Chee	46662	1,785.00
					Vendor Subtotal for Dept:4006
					1,785.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Steve Burkhardt	Youth Sports-Basketball 2/5/16	46670	160.00
100-4006-5107-00	Contract Personnel	Steve Burkhardt	Youth Sports-Basketball 2/12/16	46787	160.00

Account Number	description	Vendor	Description	Check No	Amount
100-4006-5107-00	Contract Personnel	Steve Burkhardt	Youth Sports-Basketball 2/19/16	46787	160.00
			Vendor Subtotal for Dept:4006		480.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Larry Chavez	Youth Sports-Basketball 2/5 & 2/6	46673	170.00
100-4006-5107-00	Contract Personnel	Larry Chavez	Youth Sports-Basketball- 2/12 & 2/13	46791	170.00
100-4006-5107-00	Contract Personnel	Larry Chavez	Youth Sports-Basketball- 2/19/16	46791	160.00
			Vendor Subtotal for Dept:4006		500.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Kevin Hempy	Youth Sports-Basketball 2/6/16	46690	105.00
100-4006-5107-00	Contract Personnel	Kevin Hempy	Youth Sports-Basketball-2/13/16	46802	90.00
			Vendor Subtotal for Dept:4006		195.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Kevin R Kenney	Youth Sports-Basketball 2/6/16	46696	90.00
100-4006-5107-00	Contract Personnel	Kevin R Kenney	Youth Sports-Basketball-2/13/16	46804	90.00
			Vendor Subtotal for Dept:4006		180.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Jonathan Patton	Youth Sports-Basketball 2/5/16	46712	80.00
100-4006-5107-00	Contract Personnel	Jonathan Patton	Youth Sports-Basketball- 1/29 & 2/1	46820	160.00
			Vendor Subtotal for Dept:4006		240.00
Dept:4006					
100-4006-5300-00	Travel and Training	U.S. Bank	Gallo K-Student intern welcome l	46730	33.61
			Vendor Subtotal for Dept:4006		33.61
Dept:4006					
100-4006-5330-00	Dues & Memberships	So CA Municipal Athletic Federatior	SCMAF Membership 2016-Katie	46720	70.00
			Vendor Subtotal for Dept:4006		70.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:4006					
100-4006-6160-00	Operating Supplies	Sports Supply Group, Inc.	Pennant flag cone holder	46669	42.40
Vendor Subtotal for Dept:4006					42.40
Dept:4006					
100-4006-6160-00	Operating Supplies	Smash Athletics Inc	Coach pitch baseball uniforms 20	46723	2,055.88
Vendor Subtotal for Dept:4006					2,055.88
Dept:4006					
100-4006-6160-00	Operating Supplies	Southeastern Security Consultants, Ii	Coach pitch baseball background	46725	18.50
Vendor Subtotal for Dept:4006					18.50
Dept:4006					
100-4006-6160-00	Operating Supplies	Staples Advantage	Office supplies-P&R-Youth Sport	46726	55.39
Vendor Subtotal for Dept:4006					55.39
Dept:4007					
100-4007-4202-00	Health Insurance	CalPERS Health	PR 02.2016 Health Insurance	46849	-359.25
Vendor Subtotal for Dept:4007					-359.25
Dept:4007					
100-4007-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	17.08
Vendor Subtotal for Dept:4007					17.08
Dept:4007					
100-4007-5107-00	Contract Personnel	Adrianna Fiori	Class instructor-A Fiori-Ballet-Pa	46681	261.80
100-4007-5107-00	Contract Personnel	Adrianna Fiori	Class instructor-A Fiori-Ballet-Ti	46681	29.40
100-4007-5107-00	Contract Personnel	Adrianna Fiori	Class instructor-A Fiori-Yoga-Tin	46681	217.00
Vendor Subtotal for Dept:4007					508.20
Dept:4007					
100-4007-5107-00	Contract Personnel	Yun Zhao	Class instructor-Y Zhao-24 Form	46741	322.00

Account Number	description	Vendor	Description	Check No	Amount
					322.00
			Vendor Subtotal for Dept:4007		
Dept:4007					
100-4007-5107-00	Contract Personnel	Su Zifang	Class instructor-S Zifang-TaiChi	46742	84.00
					84.00
			Vendor Subtotal for Dept:4007		
Dept:4007					
100-4007-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Comm Class supplies	46730	95.70
100-4007-6160-00	Operating Supplies	U.S. Bank	Reyna M-P&R SendGrid email sc	46730	9.95
					105.65
			Vendor Subtotal for Dept:4007		
Dept:4008					
100-4008-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	3.99
					3.99
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-5107-00	Contract Personnel	Russell W Geary	Senior Luncheon entertainment 2/	46686	230.00
					230.00
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-5107-00	Contract Personnel	Gun Inger Hodgson	Senior instructor-I Hodgson-Phot	46758	840.00
					840.00
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-5205-00	Postage	U.S. Postal Service	Postage for monthly senior newsl	46777	800.00
					800.00
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-5300-00	Travel and Training	U.S. Bank	Odello T-CPRA conference expen	46730	475.00

Account Number	description	Vendor	Description	Check No	Amount
					475.00
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-6160-00	Operating Supplies	Bryanna Edwards	Reimburse Luncheon supplies	46795	27.35
					27.35
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-6160-00	Operating Supplies	Staples Advantage	Office supplies- P&R Senior Ctr	46774	20.51
100-4008-6160-00	Operating Supplies	Staples Advantage	Office supplies- P&R Senior Ctr	46774	75.02
					95.53
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-Theater Thursday suppli	46730	16.98
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-SC monthly supplies	46730	216.17
					233.15
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-6176-00	Recreation Trip Admissions	Lisa M Scalia	SC Excur Deposit-5/26/16-LA Fa	46706	100.00
					100.00
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-6176-00	Recreation Trip Admissions	U.S. Bank	Odello T-SC Excur expenses-Natu	46730	805.43
					805.43
			Vendor Subtotal for Dept:4008		
Dept:4009					
100-4009-5107-00	Contract Personnel	Shawn Orr	Instructor- Chocolate Making Wo	46767	275.00
					275.00
			Vendor Subtotal for Dept:4009		
Dept:4009					
100-4009-5107-00	Contract Personnel	Young Actors Project	Malibu Teen Film Festival-Studer	46841	500.00
					500.00
			Vendor Subtotal for Dept:4009		

Account Number	description	Vendor	Description	Check No	Amount
Dept:4009					
100-4009-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Teen event supplies-Ba	46730	46.60
100-4009-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Teen event supplies-Te	46730	54.75
100-4009-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Teen event supplies-Yo	46730	150.89
Vendor Subtotal for Dept:4009					252.24
Dept:4010					
100-4010-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	8.88
Vendor Subtotal for Dept:4010					8.88
Dept:4010					
100-4010-5100-00	Professional Services	SWAG Corporation	Equestrian Park-Security Svcs-Ja	46685	830.00
100-4010-5100-00	Professional Services	SWAG Corporation	Trancas Park Security Services-Ja	46755	830.00
100-4010-5100-00	Professional Services	SWAG Corporation	Las Flores Park Security Services	46755	830.00
Vendor Subtotal for Dept:4010					2,490.00
Dept:4010					
100-4010-5130-00	Parks Maintenance	Anawalt Lumber Co., Inc	P&R Park Maint Supplies	46746	52.02
Vendor Subtotal for Dept:4010					52.02
Dept:4010					
100-4010-5130-00	Parks Maintenance	Playcraft Direct, Inc	Playground Supplies	46769	60.27
Vendor Subtotal for Dept:4010					60.27
Dept:4010					
100-4010-5130-00	Parks Maintenance	Ronald A Sagona/ Sagona's All-City I	Las Flores Cyn-Backflow testing	46717	275.00
Vendor Subtotal for Dept:4010					275.00
Dept:4010					
100-4010-5130-00	Parks Maintenance	Smith Pipe & Supply Inc	Bluffs Suplies	46773	17.22

Account Number	description	Vendor	Description	Check No	Amount
					17.22
			Vendor Subtotal for Dept:4010		
Dept:4010					
100-4010-5130-00	Parks Maintenance	U.S. Bank	Delsi D-Park maint supplies	46730	104.80
					104.80
			Vendor Subtotal for Dept:4010		
Dept:4010					
100-4010-5130-00	Parks Maintenance	ValleyCrest Landscape Maintenance	Las Flores Creek-El Nino Prep	46732	5,100.00
					5,100.00
			Vendor Subtotal for Dept:4010		
Dept:4010					
100-4010-5300-00	Travel and Training	Target Specialty Products	Training workshop-SIMI Field D	46729	49.00
					49.00
			Vendor Subtotal for Dept:4010		
Dept:4010					
100-4010-5610-00	Facility Maintenance	Anawalt Lumber Co., Inc	P&R Park Fac Maint Supplies	46746	23.73
					23.73
			Vendor Subtotal for Dept:4010		
Dept:4010					
100-4010-5610-00	Facility Maintenance	Bio Solutions, Inc	Trancas Park WWTS-Jan'16	46667	250.00
100-4010-5610-00	Facility Maintenance	Bio Solutions, Inc	Las Flores Cyn Park WWTS-Jan'	46667	116.67
					366.67
			Vendor Subtotal for Dept:4010		
Dept:4010					
100-4010-5710-00	Facilities Rent	National Construction Rentals, Inc	Bluffs Portable Toilet rental-1/21-	46710	382.60
					382.60
			Vendor Subtotal for Dept:4010		
Dept:4010					
100-4010-5721-00	Telephone	Verizon California	Phone-23641 PCH-Median	46780	50.20
100-4010-5721-00	Telephone	Verizon California	Phone-LasFlores/Bluffs/Trancas I	46780	406.33

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:4010					456.53
Dept:4010					
100-4010-5722-00	Electricity	Southern California Edison Company	Parks/Recs-Jan'16	46719	566.57
100-4010-5722-00	Electricity	Southern California Edison Company	PCH Median-Jan'16	46719	25.01
100-4010-5722-00	Electricity	Southern California Edison Company	Rambla Pacifico-Jan'16	46719	24.89
Vendor Subtotal for Dept:4010					616.47
Dept:4010					
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Bluffs Park 11/23/15-1/25/	46701	7,482.94
Vendor Subtotal for Dept:4010					7,482.94
Dept:4010					
100-4010-6160-00	Operating Supplies	Anawalt Lumber Co., Inc	P&R Park Supplies	46746	156.93
Vendor Subtotal for Dept:4010					156.93
Dept:4010					
100-4010-6160-00	Operating Supplies	Empire Chemical Company Inc	Restroom supplies-Bluffs Park	46678	23.85
Vendor Subtotal for Dept:4010					23.85
Dept:4010					
100-4010-6160-00	Operating Supplies	ProPet Distributors, Inc.	Dog p/u bags and signs	46771	388.70
100-4010-6160-00	Operating Supplies	ProPet Distributors, Inc.	Dog p/u bags and signs	46771	388.70
100-4010-6160-00	Operating Supplies	ProPet Distributors, Inc.	Dog p/u bags	46771	166.70
100-4010-6160-00	Operating Supplies	ProPet Distributors, Inc.	Dog p/u bags	46771	166.70
100-4010-6160-00	Operating Supplies	ProPet Distributors, Inc.	Dog p/u bags	46771	166.70
Vendor Subtotal for Dept:4010					1,277.50
Dept:4010					
100-4010-6160-00	Operating Supplies	U.S. Bank	Delsi D-Amazon Prime membersl	46730	107.91
Vendor Subtotal for Dept:4010					107.91

Account Number	description	Vendor	Description	Check No	Amount
Dept:4010					
100-4010-6300-00	Repair & Maint. Supplies	U.S. Bank	Belter A-Park supplies	46730	90.11
Vendor Subtotal for Dept:4010					90.11
Dept:4010					
100-4010-6400-00	Clothing & Emergency Gear	Anawalt Lumber Co., Inc	P&R Clothing/Emergency gear	46746	8.16
Vendor Subtotal for Dept:4010					8.16
Dept:4010					
100-4010-6400-00	Clothing & Emergency Gear	U.S. Bank	Belter A-Boots-Drew/Work pants	46730	350.81
100-4010-6400-00	Clothing & Emergency Gear	U.S. Bank	Delsi D-Boots-Danny/Rain Gear	46730	844.60
Vendor Subtotal for Dept:4010					1,195.41
Dept:4011					
100-4011-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	5.66
Vendor Subtotal for Dept:4011					5.66
Dept:4011					
100-4011-5107-00	Contract Personnel	Peter Tulaney	Setup/Art hanging-Malibu Studen	46836	100.00
Vendor Subtotal for Dept:4011					100.00
Dept:4011					
100-4011-5401-00	Advertising & Noticing	Freedom Media LLC/ 22nd Century I	Art of the Board-Ad in Surfside-J	46744	1,050.00
Vendor Subtotal for Dept:4011					1,050.00
Dept:4011					
100-4011-6160-00	Operating Supplies	Holidaygoo Inc	P&R Event supplies-Easter Hopp	46692	337.65
Vendor Subtotal for Dept:4011					337.65
Dept:4011					

Account Number	description	Vendor	Description	Check No	Amount
100-4011-6160-00	Operating Supplies	County of LA Dept. of Public Health	Health Dept fees for Chumash Da	46810	311.00
			Vendor Subtotal for Dept:4011		311.00
Dept:4011					
100-4011-6160-00	Operating Supplies	Kristin Riesgo	Reimburse-Supplies-Malibu Stud	46829	60.42
			Vendor Subtotal for Dept:4011		60.42
Dept:4011					
100-4011-6160-00	Operating Supplies	SMMUSD	2015 Breakfast w/Santa-School S	46832	139.31
			Vendor Subtotal for Dept:4011		139.31
Dept:4011					
100-4011-6160-00	Operating Supplies	Peter Tulaney	Catering for Malibu Student Art S	46836	350.00
			Vendor Subtotal for Dept:4011		350.00
Dept:4011					
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Spec event supplies-Stu	46730	58.85
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Spec event supplies-Ea:	46730	431.64
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Holiday event supplies	46730	136.04
			Vendor Subtotal for Dept:4011		626.53
Dept:7001					
100-7001-5104-00	Lobbyist Services	California Strategies & Advocacy LI	Lobbying Services-Feb '16	46790	12,500.00
			Vendor Subtotal for Dept:7001		12,500.00
Dept:7001					
100-7001-5300-00	Travel and Training	Lou La Monte	Reimburse expenses/mileage-1/25	46702	357.68
			Vendor Subtotal for Dept:7001		357.68
Dept:7001					
100-7001-5300-00	Travel and Training	U.S. Bank	Thorsen J-CA CCA Mtg expenses	46730	182.96
100-7001-5300-00	Travel and Training	U.S. Bank	Thorsen J-CA Cities Mtg expense	46730	151.96
100-7001-5300-00	Travel and Training	U.S. Bank	Thorsen J-CA Cities Mtg expense	46730	213.96
100-7001-5300-00	Travel and Training	U.S. Bank	Neermann R-CCCA Seminar Reg	46730	380.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7001	928.88
Dept:7001					
100-7001-5721-00	Telephone - Cellular Data	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	76.02
				Vendor Subtotal for Dept:7001	76.02
Dept:7001					
100-7001-6160-00	Operating Supplies	Malibu Times	Ad-Public Notice-Gen Fund Gran	46703	32.00
				Vendor Subtotal for Dept:7001	32.00
Dept:7001					
100-7001-6160-00	Operating Supplies	U.S. Bank	Glaser H-Council supplies	46730	10.78
				Vendor Subtotal for Dept:7001	10.78
Dept:7001					
100-7001-6170-00	Events	Conejo Awards	Seven-Year Tile for Andrew Belte	46792	51.60
				Vendor Subtotal for Dept:7001	51.60
Dept:7001					
100-7001-6170-00	Events	Malibu Chamber Of Commerce	25th Anniversary Community Bo	46814	40.00
				Vendor Subtotal for Dept:7001	40.00
Dept:7002					
100-7002-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	10.94
				Vendor Subtotal for Dept:7002	10.94
Dept:7002					
100-7002-5100-00	Professional Services	Affiliated Communications LLC dba	Water Hotline-ACI -Jan'16	46660	108.95

Account Number	description	Vendor	Description	Check No	Amount
					108.95
			Vendor Subtotal for Dept:7002		108.95
Dept:7002					
100-7002-5640-00	Equipment Maintenance	U.S. Bank	Montano A-Returned item-Media	46730	-1,406.10
			Vendor Subtotal for Dept:7002		-1,406.10
Dept:7002					
100-7002-6165-00	Website Services	Icon Enterprises Inc	Website updates	46749	195.00
			Vendor Subtotal for Dept:7002		195.00
Dept:7002					
100-7002-6170-00	Events	U.S. Bank	Myerhoff M-Open House event at	46730	25.00
			Vendor Subtotal for Dept:7002		25.00
Dept:7002					
100-7002-7600-00	Other Equip/Furniture	VIDEOTAPE PRODUCTS, Inc	Network Mgmt System	46737	10,460.36
			Vendor Subtotal for Dept:7002		10,460.36
Dept:7003					
100-7003-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	7.14
			Vendor Subtotal for Dept:7003		7.14
Dept:7003					
100-7003-5105-01	Grant Consultant	Barbara A. Cameron	Grant Consulting Services - Feb '	46789	8,000.00
			Vendor Subtotal for Dept:7003		8,000.00
Dept:7003					
100-7003-5105-01	Grant Consultant Expenses	Barbara A. Cameron	Grant Consulting Expenses- Feb '	46789	141.18

Account Number	description	Vendor	Description	Check No	Amount
					141.18
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-5300-00	Travel and Training	Jim Thorsen	Reimburse mileage 2/3-2/5/16 Le	46775	130.68
					130.68
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	136.21
					136.21
			Vendor Subtotal for Dept:7003		
Dept:7003					
100-7003-6160-00	Operating Supplies	Staples Advantage	Office supplies-City Mgr	46726	15.87
100-7003-6160-00	Operating Supplies	Staples Advantage	Office supplies-City Mgr	46833	50.18
					66.05
			Vendor Subtotal for Dept:7003		
Dept:7005					
100-7005-5101-00	General Legal Counsel	Jenkins & Hogin, LLP	General Legal Svcs-Jan'16	46695	23,198.00
					23,198.00
			Vendor Subtotal for Dept:7005		
Dept:7005					
100-7005-5102-00	Litigation	Jenkins & Hogin, LLP	Litigation Svcs-Jan'16	46695	64,208.26
					64,208.26
			Vendor Subtotal for Dept:7005		
Dept:7005					
100-7005-5103-00	Criminal Prosecution	Dapeer Rosenblit & Litvak LLP	City Prosecutor Svc-Dec'15	46794	258.50
100-7005-5103-00	Criminal Prosecution	Dapeer Rosenblit & Litvak LLP	City Prosecutor Svc-Jan'16	46794	1,012.15
					1,270.65
			Vendor Subtotal for Dept:7005		

Account Number	description	Vendor	Description	Check No	Amount
Dept:7007					
100-7007-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	12.23
Vendor Subtotal for Dept:7007					12.23
Dept:7007					
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-City Council Streaming	46798	800.00
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-Open Platform-Mar'16	46798	400.00
Vendor Subtotal for Dept:7007					1,200.00
Dept:7007					
100-7007-5100-00	Professional Services	U.S. Bank	Glaser H-Veribook Online Passpo	46730	35.00
Vendor Subtotal for Dept:7007					35.00
Dept:7007					
100-7007-5330-00	Dues & Memberships	U.S. Bank	Glaser H-City Clerks Assoc of CA	46730	185.00
Vendor Subtotal for Dept:7007					185.00
Dept:7007					
100-7007-5340-00	Transportation & Mileage	Lisa Pope	Reimburse-Mileage 1/27/16-Cty 1	46821	68.36
Vendor Subtotal for Dept:7007					68.36
Dept:7007					
100-7007-5401-00	Advertising & Noticing	Malibu Times	Ad-1st reading-Ordinance No 401	46703	36.00
Vendor Subtotal for Dept:7007					36.00
Dept:7007					
100-7007-6160-00	Operating Supplies	Staples Advantage	Office supplies-City Clerk	46726	5.34
100-7007-6160-00	Operating Supplies	Staples Advantage	Office supplies-City Clerk	46833	4.35
Vendor Subtotal for Dept:7007					9.69

Account Number	description	Vendor	Description	Check No	Amount
Dept:7007					
100-7007-6160-00	Operating Supplies	U.S. Bank	Pope L-Remote PC access-Lisa P	46730	21.90
100-7007-6160-00	Operating Supplies	U.S. Bank	Pope L-City Clerk supplies-Heigl	46730	861.10
100-7007-6160-00	Operating Supplies	U.S. Bank	Glaser H-City Clerk supplies-Des	46730	88.26
Vendor Subtotal for Dept:7007					971.26
Dept:7021					
100-7021-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	5.47
Vendor Subtotal for Dept:7021					5.47
Dept:7021					
100-7021-5721-00	Telephone	Nextel / Sprint Communication	Cell Phone 02/13-03/12/16	46819	78.75
Vendor Subtotal for Dept:7021					78.75
Dept:7021					
100-7021-5721-00	Telephone	Remote Satellite Systems Int'l	Satellite Phones-Feb'16	46715	105.00
100-7021-5721-00	Telephone	Remote Satellite Systems Int'l	Satellite Phones-Mar'16	46827	105.00
Vendor Subtotal for Dept:7021					210.00
Dept:7021					
100-7021-5721-00	Telephone	Verizon California	Phone-Disaster Hot Line/Tier/E91	46780	339.45
Vendor Subtotal for Dept:7021					339.45
Dept:7021					
100-7021-5721-00	Telephone	Verizon Wireless Services LLC	WiFi Hot Spot-EOC-Feb'16	46735	20.08
Vendor Subtotal for Dept:7021					20.08
Dept:7021					
100-7021-6160-00	Operating Supplies	Peter Banner	Reimburse Emerg Prpd supplies-I	46665	192.59
Vendor Subtotal for Dept:7021					192.59
Dept:7021					

Account Number	description	Vendor	Description	Check No	Amount
100-7021-6160-00	Operating Supplies	DirecTV, Inc.	Directv-EOC-Feb'16	46676	59.99
			Vendor Subtotal for Dept:7021		59.99
Dept:7021					
100-7021-6160-00	Operating Supplies	Staples Advantage	Office supplies- EOC	46774	34.92
100-7021-6160-00	Operating Supplies	Staples Advantage	Office supplies- EOC	46774	32.14
100-7021-6160-00	Operating Supplies	Staples Advantage	Office supplies-EOC	46833	32.14
			Vendor Subtotal for Dept:7021		99.20
Dept:7021					
100-7021-6160-00	Operating Supplies	U.S. Bank	Davis B-Emer Prpd supplies/expe	46730	53.29
			Vendor Subtotal for Dept:7021		53.29
Dept:7021					
100-7021-6400-00	Clothing & Personal Supplies	U.S. Bank	Davis B-Emer Prpd supplies-batte	46730	159.12
			Vendor Subtotal for Dept:7021		159.12
Dept:7031					
100-7031-5100-00	Professional Services	Kevin Mauch	Parking Citation Hearing Officer-	46705	90.00
			Vendor Subtotal for Dept:7031		90.00
Dept:7031					
100-7031-5115-00	Law Enforcement Services	LA Co Sheriff'S Department	Law Enforce Svcs-Jan'16	46811	495,535.82
100-7031-5115-00	Law Enforcement Services	LA Co Sheriff'S Department	Law Enforce Svcs-STAR-Jan'16	46811	2,043.33
100-7031-5115-00	Law Enforcement Services	LA Co Sheriff'S Department	Law Enforce-Prisoner Maint-Jan'	46811	3,829.48
			Vendor Subtotal for Dept:7031		501,408.63
Dept:7031					
100-7031-5116-00	Sheriff's Services-Beach Team	LA Co Sheriff'S Department	Law Enforce Svcs-Beach Team-Je	46811	1,473.60
			Vendor Subtotal for Dept:7031		1,473.60

Account Number	description	Vendor	Description	Check No	Amount
Dept:7031					
100-7031-5640-00	Equipment Maintenance	Southern California Edison Company	Tier-Jan'16	46719	113.63
Vendor Subtotal for Dept:7031					113.63
Dept:7031					
100-7031-6160-00	Operating Supplies	Uniform Warehouse Inc	VOP uniforms	46839	83.74
100-7031-6160-00	Operating Supplies	Uniform Warehouse Inc	VOP uniforms	46839	30.50
Vendor Subtotal for Dept:7031					114.24
Dept:7031					
100-7031-7800-00	Public Safety Equipment	Verizon Wireless Services LLC	WiFi Hot Spot-VOP-Feb'16	46735	80.16
Vendor Subtotal for Dept:7031					80.16
Dept:7054					
100-7054-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	28.02
Vendor Subtotal for Dept:7054					28.02
Dept:7054					
100-7054-5100-00	Professional Services	Bartel Associates, LLC	Actuarial Consulting Svcs-OPEB	46666	9,000.00
Vendor Subtotal for Dept:7054					9,000.00
Dept:7054					
100-7054-5117-00	Film Permit Consultant	Verizon Business	Film Fax-Verizon Long Distance	46779	1.40
Vendor Subtotal for Dept:7054					1.40
Dept:7054					
100-7054-5117-00	Film Permit Consultant	Verizon California	Phone-Film Fax	46780	37.97
Vendor Subtotal for Dept:7054					37.97

Account Number	description	Vendor	Description	Check No	Amount
Dept:7054					
100-7054-5205-00	Postage	U.S. Bank	Piyaman R-Postage for GFOA Ap	46730	50.40
Vendor Subtotal for Dept:7054					50.40
Dept:7054					
100-7054-5300-00	Travel and Training	U.S. Bank	Feldman R-CA CCC Mtg-Sacram	46730	1,205.82
100-7054-5300-00	Travel and Training	U.S. Bank	Neermann R-CCCA Seminar Reg	46730	380.00
Vendor Subtotal for Dept:7054					1,585.82
Dept:7054					
100-7054-5340-00	Transportation & Mileage	Reva Feldman	Reimburse mileage 2/3-2/6/16-Inr	46680	170.10
Vendor Subtotal for Dept:7054					170.10
Dept:7054					
100-7054-6160-00	Operating Supplies	Staples Advantage	Office supplies-Finance	46726	101.13
100-7054-6160-00	Operating Supplies	Staples Advantage	Office supplies- Finance	46774	12.33
Vendor Subtotal for Dept:7054					113.46
Dept:7054					
100-7054-6160-00	Operating Supplies	U.S. Bank	Montano A-Webex-Monthly fee	46730	24.00
Vendor Subtotal for Dept:7054					24.00
Dept:7058					
100-7058-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	5.05
Vendor Subtotal for Dept:7058					5.05
Dept:7058					
100-7058-5320-00	Recruitment Expense	Laboratory Corp. of America	PreEmployment Physical Lab Tes	46760	29.50

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7058	29.50
Dept:7058					
100-7058-6160-00	Operating Supplies	Sierra Ergonomics Inc	Ergonomic evaluation-R Brown E	46722	249.00
				Vendor Subtotal for Dept:7058	249.00
Dept:7058					
100-7058-6160-00	Operating Supplies	Staples Advantage	Office supplies-HR	46726	139.86
100-7058-6160-00	Operating Supplies	Staples Advantage	Office supplies- HR	46774	19.61
100-7058-6160-00	Operating Supplies	Staples Advantage	Office supplies-HR	46833	128.64
				Vendor Subtotal for Dept:7058	288.11
Dept:7058					
100-7058-6170-00	Events	U.S. Bank	Walker J-HR event supplies-HR v	46730	44.54
100-7058-6170-00	Events	U.S. Bank	Frederiksen R-HR event-tablecloth	46730	149.25
				Vendor Subtotal for Dept:7058	193.79
Dept:7059					
100-7059-4205-00	Life Insurance	Standard Insurance Company N2	PR 02.2016 Life Insurance - Rout	46851	-0.01
				Vendor Subtotal for Dept:7059	-0.01
Dept:7059					
100-7059-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD - Rounding	46851	0.01
100-7059-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	5.49
				Vendor Subtotal for Dept:7059	5.50
Dept:7059					
100-7059-4212-00	Retiree Health Insurance	CalPERS Health	PR 02.2016 Health Ins Premium -	46849	12,633.44
				Vendor Subtotal for Dept:7059	12,633.44

Account Number	description	Vendor	Description	Check No	Amount
Dept:7059					
100-7059-5205-00	Postage	Purchase Power	Postage Meter Refills 01/13-02/1	46825	3,000.00
Vendor Subtotal for Dept:7059					3,000.00
Dept:7059					
100-7059-5205-00	Postage	U.S. Bank	Walker J-Postage	46730	20.10
Vendor Subtotal for Dept:7059					20.10
Dept:7059					
100-7059-5210-00	Service Fees & Charges	Public Agency Retirement Svcs	PARS Admin Fee-Dec'15	46768	300.00
Vendor Subtotal for Dept:7059					300.00
Dept:7059					
100-7059-5210-00	Service Fees & Charges	CalPERS Health	PR 02.2016 Health Ins Premium -	46849	282.91
Vendor Subtotal for Dept:7059					282.91
Dept:7059					
100-7059-5210-00	Service Fees & Charges	U.S. Bank	Neermann R-Metro FasTrak Regi	46730	40.00
Vendor Subtotal for Dept:7059					40.00
Dept:7059					
100-7059-5405-00	Printing	CR PRINT	Business cards Imprints- 4 names	46752	158.94
Vendor Subtotal for Dept:7059					158.94
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Precision Business Machine Inc	Printer Gen Svc-Bro DCP 8155	46713	95.00
100-7059-5640-00	Equipment Maintenance	Precision Business Machine Inc	Printer Gen Svc-Fujitsu F15720	46823	95.00
Vendor Subtotal for Dept:7059					190.00
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-XC60 Color Copier	46740	10.18

Account Number	description	Vendor	Description	Check No	Amount
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-D110-BG0-968974	46740	25.63
			Vendor Subtotal for Dept:7059		35.81
Dept:7059					
100-7059-5720-00	Offsite Storage	Access Information Holdings LLC	Shred Bin Service- Jan 2016	46782	240.75
100-7059-5720-00	Offsite Storage	Access Information Holdings LLC	Offsite Records Service- Jan 2016	46782	3,035.61
			Vendor Subtotal for Dept:7059		3,276.36
Dept:7059					
100-7059-5721-00	Telephone	TelePacific Communications	City Hall Fac Phones 2/16-3/15/1	46834	1,784.13
			Vendor Subtotal for Dept:7059		1,784.13
Dept:7059					
100-7059-5721-00	Telephone	Verizon	Security System 2/13-3/12/16	46840	201.12
			Vendor Subtotal for Dept:7059		201.12
Dept:7059					
100-7059-5721-00	Telephone	Verizon California	Phone-City Hall Fac/Post Mtr/Tel	46780	567.35
			Vendor Subtotal for Dept:7059		567.35
Dept:7059					
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-D110CP BG0-96851	46740	965.60
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-XC60 Color Copier-	46740	704.88
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-C70EFI Hub 5 Port-	46740	331.61
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-D110-BG0-968974-	46740	1,046.22
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox-PDFKIT2-Feb'16	46740	80.31
			Vendor Subtotal for Dept:7059		3,128.62
Dept:7059					
100-7059-6160-00	Operating Supplies	Precision Business Machine Inc	Printer Supplies	46713	137.60
100-7059-6160-00	Operating Supplies	Precision Business Machine Inc	Printer Supplies	46770	110.35

Account Number	description	Vendor	Description	Check No	Amount
					247.95
			Vendor Subtotal for Dept:7059		
Dept:7059					
100-7059-6160-00	Operating Supplies	Christy Rector	Reimburse Costco-Kitchen suppli	46826	305.65
					305.65
			Vendor Subtotal for Dept:7059		
Dept:7059					
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies-City Hall-paper	46726	250.81
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies-ASD	46726	370.71
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies- ASD-returned ite	46774	-79.72
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies- City Hall- paper	46774	250.81
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies- ASD	46774	186.23
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies-City Hall-paper	46833	334.41
100-7059-6160-00	Operating Supplies	Staples Advantage	Office supplies-ASD	46833	30.51
					1,343.76
			Vendor Subtotal for Dept:7059		
Dept:7059					
100-7059-6160-00	Operating Supplies	U.S. Bank	Rector C-Printer supplies	46730	1,345.35
100-7059-6160-00	Operating Supplies	U.S. Bank	Rector C-Misc supplies	46730	18.28
					1,363.63
			Vendor Subtotal for Dept:7059		
Dept:7059					
100-7059-7600-00	Office Equip/Furniture	Kevin Madson	Bldg Saftey Dept-Build Wall	46813	1,150.00
					1,150.00
			Vendor Subtotal for Dept:7059		
					855,244.24
			Subtotal for Fund: 100		
Fund: 101					
Dept:0000					
101-0000-3421-00	Planning Review Fees	Pamela Anderson	Refund APR 16-006 23445 Malib	46785	1,057.00
					1,057.00
			Vendor Subtotal for Dept:0000		
Dept:0000					
101-0000-3421-00	Planning Review Fees	Shelley Coulson	Refund- APR 15-086 30060 Harv	46793	2,265.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:0000	2,265.00
Dept:0000					
101-0000-3421-00	Planning Review Fees	Douglas Helm	Refund-APR 13-020 25366 Malit	46801	1,393.00
				Vendor Subtotal for Dept:0000	1,393.00
Dept:0000					
101-0000-3421-00	Planning Review Fees	Tomboy Farms	Refund CDP 14-037 27865 Windi	46835	3,100.00
				Vendor Subtotal for Dept:0000	3,100.00
Dept:2001					
101-2001-4203-00	Vision Insurance	Blue Shield of California	PR 02.2016 Vision Care	46843	8.50
				Vendor Subtotal for Dept:2001	8.50
Dept:2001					
101-2001-4204-00	Dental Insurance	Delta Dental of California	PR Batch 70025.02.2016 Dental I	46844	52.69
				Vendor Subtotal for Dept:2001	52.69
Dept:2001					
101-2001-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	67.19
				Vendor Subtotal for Dept:2001	67.19
Dept:2001					
101-2001-5100-00	Professional Services	Lorrie Feinberg	Database updates-Planning-Jan'16	46693	4,726.25
				Vendor Subtotal for Dept:2001	4,726.25
Dept:2001					
101-2001-5100-00	Professional Services	Moore Iacofano Goltsman Inc	Civic Center Design Standards-O	46707	610.00
				Vendor Subtotal for Dept:2001	610.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:2001					
101-2001-5100-00	Professional Services	Rincon Consultants, Inc	Rincon Contract Planners-Dec'15	46716	13,471.50
Vendor Subtotal for Dept:2001					13,471.50
Dept:2001					
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Marina S-WE	46745	993.76
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Marina S WE	46783	1,052.53
Vendor Subtotal for Dept:2001					2,046.29
Dept:2001					
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-27865 Winding Wa	46699	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-6329 Zumirez Drive	46700	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-28036 Sea Lane Drive	46761	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-3011 Malibu Canyon	46762	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-6130 Zumirez Drive	46763	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-7310 Birdview Avenue	46764	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing- Comprehensive We	46765	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-22137.5 Pacific Coast	46806	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-22911.5 Pacific Coast	46807	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-23671.5 Pacific Coast	46808	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-6431.5 Kanan Dunes	46809	75.00
Vendor Subtotal for Dept:2001					825.00
Dept:2001					
101-2001-5300-00	Travel and Training	Stephanie Hawner	Reimburse AICP Exam Application	46800	495.00
Vendor Subtotal for Dept:2001					495.00
Dept:2001					
101-2001-5330-00	Dues & Memberships	American Planning Association	APA Membership- B Blue	46786	590.00
101-2001-5330-00	Dues & Memberships	American Planning Association	APA Membership- Commissioner	46786	245.00
101-2001-5330-00	Dues & Memberships	American Planning Association	APA Membership- A Fernandez	46786	375.00
Vendor Subtotal for Dept:2001					1,210.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:2001					
101-2001-5401-00	Advertising & Noticing	Malibu Times	Legal Notice-Ad Times 2/4/16	46816	208.00
101-2001-5401-00	Advertising & Noticing	Malibu Times	Public Notices-Ad Times 2/11/16	46816	509.00
Vendor Subtotal for Dept:2001					717.00
Dept:2001					
101-2001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	56.58
Vendor Subtotal for Dept:2001					56.58
Dept:2001					
101-2001-6160-00	Operating Supplies	Riverside Rubber Stamp & Engravin	Planning approval stamps	46830	253.84
Vendor Subtotal for Dept:2001					253.84
Dept:2001					
101-2001-6160-00	Operating Supplies	Staples Advantage	Office supplies-Planning	46726	226.13
101-2001-6160-00	Operating Supplies	Staples Advantage	Office supplies- Planning	46774	419.89
101-2001-6160-00	Operating Supplies	Staples Advantage	Office supplies- Planning	46774	131.01
101-2001-6160-00	Operating Supplies	Staples Advantage	Office supplies-Planning	46833	54.52
Vendor Subtotal for Dept:2001					831.55
Dept:2004					
101-2004-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	-12.74
Vendor Subtotal for Dept:2004					-12.74
Dept:2004					
101-2004-5100-00	Professional Services	Paul E Hullar	City Hall Solar panel project cons	46668	765.00
Vendor Subtotal for Dept:2004					765.00
Dept:2004					
101-2004-5100-00	Professional Services	California Code Check, Inc	Plan Check-CA Code Check-Dec'	46672	10,743.20

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:2004					10,743.20
Dept:2004					
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Counter hours-Jan'16-CSA	46751	2,860.50
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Admin-Jan'16-CSA	46751	792.00
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Geo fixed reviews-Jan'16-CSA	46751	600.00
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Coastal reviews-Jan'16-CSA	46751	4,200.00
Vendor Subtotal for Dept:2004					8,452.50
Dept:2004					
101-2004-5100-00	Professional Services	Fugro Consultants, Inc.	Counter hours-Jan'16-Fugro	46684	3,255.00
101-2004-5100-00	Professional Services	Fugro Consultants, Inc.	Geo Fixed Reviews-Jan'16-Fugro	46684	29,362.50
Vendor Subtotal for Dept:2004					32,617.50
Dept:2004					
101-2004-5100-00	Professional Services	Lorrie Feinberg	Database updates-Building Safety	46693	380.00
101-2004-5100-00	Professional Services	Lorrie Feinberg	CSI Permitting Software-Bldg Sa	46693	2,232.50
Vendor Subtotal for Dept:2004					2,612.50
Dept:2004					
101-2004-5330-00	Dues & Memberships	U.S. Bank	Rossinc T-MMASC Membership-	46730	85.00
Vendor Subtotal for Dept:2004					85.00
Dept:2004					
101-2004-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	234.43
Vendor Subtotal for Dept:2004					234.43
Dept:2004					
101-2004-6160-00	Operating Supplies	Staples Advantage	Office supplies-Blidg Safety	46726	123.33
Vendor Subtotal for Dept:2004					123.33

Account Number	description	Vendor	Description	Check No	Amount
Dept:2010					
101-2010-4202-00	Health Insurance	CalPERS Health	PR 02.2016 Health Insurance	46849	1,413.02
			Vendor Subtotal for Dept:2010		1,413.02
Dept:2010					
101-2010-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	12.45
			Vendor Subtotal for Dept:2010		12.45
Dept:2010					
101-2010-5100-00	Professional Services	Cotton,Shires & Associates,Inc	EH reviews-Jan'16-CSA	46751	14,594.00
			Vendor Subtotal for Dept:2010		14,594.00
Dept:2010					
101-2010-5100-00	Professional Services	Stone Environmental Inc	IWIMS Hosting-2016-Stone	46728	1,500.00
101-2010-5100-00	Professional Services	Stone Environmental Inc	IWIMS Tech support-Stone-Jan'16	46728	69.00
			Vendor Subtotal for Dept:2010		1,569.00
Dept:2010					
101-2010-5721-00	Telephones	Verizon California	Phone-Annex Fax Line	46780	56.01
			Vendor Subtotal for Dept:2010		56.01
Dept:2010					
101-2010-5721-00	Telephones	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	86.85
			Vendor Subtotal for Dept:2010		86.85
Dept:2010					
101-2010-6160-00	Operating Supplies	Staples Advantage	Office supplies-Wastewater	46833	18.25
			Vendor Subtotal for Dept:2010		18.25
Dept:2012					

Account Number	description	Vendor	Description	Check No	Amount
101-2012-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	4.56
			Vendor Subtotal for Dept:2012		4.56
Dept:2012					
101-2012-5330-00	Dues & Memberships	CACEO	CACEO Membership- D Cleaven	46788	85.00
			Vendor Subtotal for Dept:2012		85.00
Dept:2012					
101-2012-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	40.01
			Vendor Subtotal for Dept:2012		40.01
Dept:3003					
101-3003-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	14.20
			Vendor Subtotal for Dept:3003		14.20
Dept:3003					
101-3003-5100-00	Professional Services	City of Los Angeles	FY 15/16 Bacteria Monitoring for	46674	26,310.81
			Vendor Subtotal for Dept:3003		26,310.81
Dept:3003					
101-3003-5100-00	Professional Services	Southern CA Coastal Water Research	Bight'13 Reg Monitoring-Jan'16-5	46718	3,640.00
			Vendor Subtotal for Dept:3003		3,640.00
					136,651.27
Subtotal for Fund: 101					
Fund: 103					
Dept:0000					
103-0000-3505-05	Rent - Events	Starr Porter	Refund Rental permit-4/30/16 car	46822	521.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:0000	521.00
Dept:9050					
103-9050-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.02.2016 STD/LT	46851	3.50
				Vendor Subtotal for Dept:9050	3.50
Dept:9050					
103-9050-5100-00	Professional Services	Master Cooling Corporation	City Hall HVAC Maint- Feb '16	46766	1,881.17
				Vendor Subtotal for Dept:9050	1,881.17
Dept:9050					
103-9050-5100-00	Professional Services	SC PrimeSource, Inc.	City Hall Janitorial Services-Feb'	46772	3,295.00
				Vendor Subtotal for Dept:9050	3,295.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Amerigas Propane LP	Propane- City Hall - 2/08/16	46784	1,173.52
				Vendor Subtotal for Dept:9050	1,173.52
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Anawalt Lumber Co., Inc	City Hall Fac Maint Supplies	46746	54.51
				Vendor Subtotal for Dept:9050	54.51
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Aqua H2O Solutions Inc	City Hall Water Treatment-Feb'16	46663	348.89
103-9050-5610-00	Facilities Maintenance	Aqua H2O Solutions Inc	Cooling Tower Maint-parts & filt	46747	207.18
				Vendor Subtotal for Dept:9050	556.07
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Cintas Corporation #2	City Hall Fire Protection Equip M	46748	30.00
103-9050-5610-00	Facilities Maintenance	Cintas Corporation #2	City Hall Fire Protection Equip M	46748	30.00
103-9050-5610-00	Facilities Maintenance	Cintas Corporation #2	City Hall Fire Protection Equip M	46748	30.00
103-9050-5610-00	Facilities Maintenance	Cintas Corporation #2	City Hall Annual Fire Extinguishc	46748	758.28

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:9050	848.28
Dept:9050					
103-9050-5610-00	Facilities Maintenance	W.W. Grainger,Inc	HVAC Belts	46757	65.30
				Vendor Subtotal for Dept:9050	65.30
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Harts Electric, Inc.	Annual electrical inspection	46689	573.00
				Vendor Subtotal for Dept:9050	573.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Master Cooling Corporation	HVAC - Repairs Server Room	46766	2,424.08
103-9050-5610-00	Facilities Maintenance	Master Cooling Corporation	HVAC Maint-Boiler	46818	324.33
				Vendor Subtotal for Dept:9050	2,748.41
Dept:9050					
103-9050-5610-00	Facilities Maintenance	U.S. Bank	Frederiksen R-City Hall maint sup	46730	64.25
				Vendor Subtotal for Dept:9050	64.25
Dept:9050					
103-9050-5610-00	Facilities Maintenance	ValleyCrest Landscape Maintenance	Landscaping-City Hall parking lo	46732	446.25
				Vendor Subtotal for Dept:9050	446.25
Dept:9050					
103-9050-5721-00	Telephone	Verizon California	Phone-City Hall-Septic/Irr/Fire/E	46780	286.89
				Vendor Subtotal for Dept:9050	286.89
Dept:9050					
103-9050-5722-00	Electricity	Southern California Edison Company	City Hall-Jan'16	46719	4,445.75
				Vendor Subtotal for Dept:9050	4,445.75

Account Number	description	Vendor	Description	Check No	Amount
Dept:9050					
103-9050-6160-00	Operating Supplies	Staples Advantage	Office supplies-City Hall	46833	1.35
			Vendor Subtotal for Dept:9050		1.35
Dept:9050					
103-9050-6160-00	Operating Supplies	U.S. Bank	Frederiksen R-City Hall supplies	46730	547.55
			Vendor Subtotal for Dept:9050		547.55
Dept:9050					
103-9050-6300-00	Tools & Minor Equipment	W.W. Grainger,Inc	Drill Bit CCTV	46757	83.86
			Vendor Subtotal for Dept:9050		83.86
Dept:9050					
103-9050-6300-00	Tools & Minor Equipment	U.S. Bank	Frederiksen R-City Hall tools/equ	46730	76.23
			Vendor Subtotal for Dept:9050		76.23
Dept:9050					
103-9050-7300-00	Leasehold Improvements	Deborah Pritchett	Lobby window tint-100% UV pro	46753	3,460.00
			Vendor Subtotal for Dept:9050		3,460.00
Dept:9050					
103-9050-7300-00	Leasehold Improvements	LPA, Inc.	City Hall Art Hanging System	46812	2,518.28
			Vendor Subtotal for Dept:9050		2,518.28
Dept:9050					
103-9050-7300-00	Leasehold Improvements	Kevin Madson	City Hall-Misc Painting/Misc Ma	46813	2,460.00
			Vendor Subtotal for Dept:9050		2,460.00
Dept:9050					
103-9050-7800-00	Other Equipment	Uline Inc	Bldg Safety box storage racks	46837	323.27

Account Number	description	Vendor	Description	Check No	Amount
					323.27
			Vendor Subtotal for Dept:9050		
Dept:9050					
103-9050-7800-00	Other Equipment	U.S. Bank	Montano A-City Hall security sup	46730	76.00
					76.00
			Vendor Subtotal for Dept:9050		
					26,509.44
			Subtotal for Fund: 103		
Fund: 203					
Dept:3009					
203-3009-5145-00	Dial A Ride Services	Khaled R. Karame	Dial-a-Ride Prog-Jan'16	46704	14,365.10
					14,365.10
			Vendor Subtotal for Dept:3009		
Dept:3009					
203-3009-5148-00	Special Event Rec Transit	Fast Deer Bus Shuttle	SC Excur transportation 2/24/16-1	46679	996.99
					996.99
			Vendor Subtotal for Dept:3009		
Dept:3009					
203-3009-5148-00	Special Event Rec Transit	U.S. Bank	Odello T-SC Excur transportaion	46730	641.16
					641.16
			Vendor Subtotal for Dept:3009		
					16,003.25
			Subtotal for Fund: 203		
Fund: 207					
Dept:3004					
207-3004-5100-00	Professional Services	Burns Pacific Construction Inc	Christmas tree recycling-Burns-Je	46671	2,085.00
					2,085.00
			Vendor Subtotal for Dept:3004		
Dept:3004					
207-3004-5100-00	Professional Services	Solid Waste Solutions, Inc.	SWS Jan'16 Solid Waste	46724	828.50

Account Number	description	Vendor	Description	Check No	Amount
					828.50
			Vendor Subtotal for Dept:3004		
Dept:3004					
207-3004-6160-00	Operating Supplies	National Construction Rentals, Inc	Portable Toilet-Oil & Paint round	46710	130.80
					130.80
			Vendor Subtotal for Dept:3004		
Dept:3004					
207-3004-6160-00	Operating Supplies	U.S. Bank	Brown R-Portable toilet for Oil/P:	46730	105.73
					105.73
			Vendor Subtotal for Dept:3004		
					3,150.03
			Subtotal for Fund: 207		
Fund: 211					
Dept:7031					
211-7031-5115-00	Law Enforcement Services	LA Co Sheriff'S Department	Law Enforce Svcs-Brulte/Sttop-Je	46811	9,039.90
					9,039.90
			Vendor Subtotal for Dept:7031		
					9,039.90
			Subtotal for Fund: 211		
Fund: 215					
Dept:7070					
215-7070-5931-01	Labor Exchange	Malibu Comm Labor Exchange	Day Labor Exchange Program-Je	46815	578.00
					578.00
			Vendor Subtotal for Dept:7070		
					578.00
			Subtotal for Fund: 215		
Fund: 290					
Dept:6002					
290-6002-5722-00	Electricity	Southern California Edison Company	Asmt Dist Big Rock-Jan'16	46719	939.60
290-6002-5722-00	Electricity	Southern California Edison Company	Big Rock Inland Pump-Jan'16	46719	61.86

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:6002	1,001.46
				Subtotal for Fund: 290	1,001.46
Fund: 291					
Dept:6003					
291-6003-5722-00	Electricity	Southern California Edison Compan	Asmt dst Malibu Rd-Jan'16	46719	102.02
				Vendor Subtotal for Dept:6003	102.02
				Subtotal for Fund: 291	102.02
Fund: 292					
Dept:6004					
292-6004-5722-00	Electricity	Southern California Edison Compan	Calle Del Barco-Jan'16	46719	24.38
292-6004-5722-00	Electricity	Southern California Edison Compan	Asmt Dist Calle Del-Jan'16	46719	25.92
292-6004-5722-00	Electricity	Southern California Edison Compan	Asmt Dist Rambla-Jan'16	46719	25.65
				Vendor Subtotal for Dept:6004	75.95
				Subtotal for Fund: 292	75.95
Fund: 310					
Dept:9002					
310-9002-7901-00	Street Improvements	J & H Engineering General Contract	FY 15/16-Street Maint 11/12/15-2	46803	346,069.57
				Vendor Subtotal for Dept:9002	346,069.57
Dept:9025					
310-9025-7902-00	Park Projects	GMZ Engineering Inc	Retention-Las Flores Cyn-Phase 2	46688	40,177.58
				Vendor Subtotal for Dept:9025	40,177.58

Account Number	description	Vendor	Description	Check No	Amount
Dept:9045					
310-9045-5100-00	Professional Services	U.S. Bank	Ayala B-D&B Credit check-Myer	46730	121.99
			Vendor Subtotal for Dept:9045		121.99
Dept:9049					
310-9049-5100-00	Professional Services	Malibu Times	Notice Record Assessment AD 20	46816	104.00
			Vendor Subtotal for Dept:9049		104.00
Dept:9063					
310-9063-5100-00	Professional Services	J & H Engineering General Contract	Las Flores & Malibu Rd Biofilter	46694	17,312.55
			Vendor Subtotal for Dept:9063		17,312.55
			Subtotal for Fund: 310		403,785.69
Fund: 500					
Dept:7008					
500-7008-5130-00	Park Maintenance	ValleyCrest Landscape Maintenance	Legacy Park-Tree replacements	46732	1,217.00
			Vendor Subtotal for Dept:7008		1,217.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	46677	370.00
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	46677	610.00
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	46754	460.00
			Vendor Subtotal for Dept:7008		1,440.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	GI Industries	Garbage-SuperCare-Feb'16-18310	46687	171.86
			Vendor Subtotal for Dept:7008		171.86
Dept:7008					
500-7008-5610-00	Facility Maintenance	Integrated Performance Consultants	Fac Maint-23661 PCH-Jan'16	46759	525.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7008	525.00
Dept:7008					
500-7008-5722-00	Electricity	Southern California Edison Company	23661 PCH-Jan'16	46719	440.73
				Vendor Subtotal for Dept:7008	440.73
Dept:7008					
500-7008-7300-00	Leasehold Improvements	Harmonica Inc	Legacy Park Art Enhancement Pr	46691	41,000.00
				Vendor Subtotal for Dept:7008	41,000.00
				Subtotal for Fund: 500	44,794.59
Fund: 601					
Dept:3005					
601-3005-5722-00	Electricity	Southern California Edison Company	Electric Car Charger-Jan'16	46719	566.64
				Vendor Subtotal for Dept:3005	566.64
Dept:3005					
601-3005-6330-00	Vehicle Repair & Maintenance	U.S. Bank	Hart T-Fleet repairs-F024/F016/F0	46730	1,271.01
				Vendor Subtotal for Dept:3005	1,271.01
Dept:3005					
601-3005-6500-00	Motor Fuels	U.S. Bank	Belter A-Fuel for work truck	46730	151.84
601-3005-6500-00	Motor Fuels	U.S. Bank	Crittenden A-Fuel for city pool ve	46730	43.30
601-3005-6500-00	Motor Fuels	U.S. Bank	Delsi D-Fuel for work truck	46730	309.66
601-3005-6500-00	Motor Fuels	U.S. Bank	Aladjajian A-Fuel for fleet	46730	72.25
601-3005-6500-00	Motor Fuels	U.S. Bank	Hart T-Fuel for fleet	46730	156.00
				Vendor Subtotal for Dept:3005	733.05

Account Number	description	Vendor	Description	Check No	Amount
					Subtotal for Fund: 601
					2,570.70
Fund: 602					
Dept:7060					
602-7060-4209-00	Disability Insurance	Standard Insurance Company N2	PR 02.2016 STD/LTD	46851	6.95
					Vendor Subtotal for Dept:7060
					6.95
Dept:7060					
602-7060-5300-00	Travel and Training	U.S. Bank	Reyna M-EB LA Tech Conf expei	46730	71.74
					Vendor Subtotal for Dept:7060
					71.74
Dept:7060					
602-7060-5330-00	Dues & Memberships	U.S. Bank	Reyna M-Book/Magazine-Windo	46730	53.73
					Vendor Subtotal for Dept:7060
					53.73
Dept:7060					
602-7060-5630-00	Computer Maintenance	U.S. Bank	Reyna M-Computer maint	46730	702.71
					Vendor Subtotal for Dept:7060
					702.71
Dept:7060					
602-7060-5721-00	Telephone	Verizon	City Hall Fac Internet 01/28-2/27,	46734	364.99
602-7060-5721-00	Telephone	Verizon	Senior Center Internet 2/13-3/12/	46840	600.20
					Vendor Subtotal for Dept:7060
					965.19
Dept:7060					
602-7060-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service-Phone upgra	46735	258.48
602-7060-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 01/24-2/23/	46735	201.15
					Vendor Subtotal for Dept:7060
					459.63
Dept:7060					

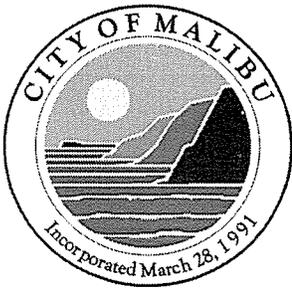
Account Number	description	Vendor	Description	Check No	Amount
602-7060-6120-00	Computer Software < \$1,000	GovConnection Inc	Adobe Acrobat-PW/P&R	46756	954.84
602-7060-6120-00	Computer Software < \$1,000	GovConnection Inc	Window Server 2012 R2-server	46756	1,215.20
Vendor Subtotal for Dept:7060					2,170.04
Dept:7060					
602-7060-6120-00	Computer Software < \$1,000	U.S. Bank	Reyna M-Computer software	46730	79.98
Vendor Subtotal for Dept:7060					79.98
Dept:7060					
602-7060-6160-00	Operating Supplies	U.S. Bank	Reyna M-Computer supplies	46730	54.68
Vendor Subtotal for Dept:7060					54.68
Dept:7060					
602-7060-7400-00	Computer Equipment	GovConnection Inc	3 New LCD Monitors	46756	449.53
602-7060-7400-00	Computer Equipment	GovConnection Inc	3 New Intel NUC systems for cou	46797	939.31
Vendor Subtotal for Dept:7060					1,388.84
Dept:7060					
602-7060-7400-00	Computer Equipment	U.S. Bank	Reyna M-Computer equipment	46730	261.52
Vendor Subtotal for Dept:7060					261.52
Dept:7060					
602-7060-7400-00	Computer Equipment	ViaWest Inc	Server Collocation-Phoenix-Feb'1	46736	745.00
Vendor Subtotal for Dept:7060					745.00
Subtotal for Fund: 602					6,960.01
Fund: 710					
Dept:0000					
710-0000-2270-04	Grading Bonds	Malibu PCH West LLC	Partial Refund-Grading Bond Rel	46817	30,000.00
Vendor Subtotal for Dept:0000					30,000.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
710-0000-2270-38	Traffic Engineering Reviews	Kimley-Horn and Associates Inc	3324 Malibu Cyn Rd-Malibu Pres	46697	356.32
			Vendor Subtotal for Dept:0000		356.32
Dept:0000					
710-0000-2270-44	Library Event	Freedom Media LLC/ 22nd Century I	Library Speaker Series-Ad in Sur:	46744	877.50
			Vendor Subtotal for Dept:0000		877.50
			Subtotal for Fund: 710		31,233.82
Fund: 712					
Dept:0000					
712-0000-1015-00	Cash w/Fiscal Agent - Debt Svc	US Bank Attn V. Charmaine Hunter/	Trfr funds for Spcl Tax Carbon Bc	46743	138,855.54
			Vendor Subtotal for Dept:0000		138,855.54
Dept:0000					
712-0000-1015-00	Cash w/Fiscal Agent - Debt Svc	US Bank N.A.	CFD 2006-1 Interest Exp-Carbon	46731	90,521.58
			Vendor Subtotal for Dept:0000		90,521.58
			Subtotal for Fund: 712		229,377.12
Fund: 713					
Dept:0000					
713-0000-1015-00	Cash w/Fiscal Agent - DS	US Bank N.A.	AD 2010-1 Interest Expense-Broc	46776	47,494.12
			Vendor Subtotal for Dept:0000		47,494.12
			Subtotal for Fund: 713		47,494.12
Fund: 900					

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
900-0000-2022-00	Health Insurance	CalPERS Health	PR Batch 70025.02.2016 Health I	46849	201.00
900-0000-2022-00	Health Insurance	CalPERS Health	PR Batch 70025.02.2016 Health I	46849	73,453.10
900-0000-2022-00	Health Insurance	CalPERS Health	PR Batch 70012.02.2016 Health I	46849	598.75
Vendor Subtotal for Dept:0000					74,252.85
Dept:0000					
900-0000-2023-00	Vision Insurance	Blue Shield of California	PR Batch 70025.02.2016 Vision C	46843	1,081.65
Vendor Subtotal for Dept:0000					1,081.65
Dept:0000					
900-0000-2024-00	Dental Insurance	Delta Dental of California	PR Batch 70025.02.2016 Dental I	46844	7,133.30
Vendor Subtotal for Dept:0000					7,133.30
Dept:0000					
900-0000-2025-00	Life Insurance	Standard Insurance Company N2	PR Batch 70025.02.2016 Life Ins	46851	960.37
Vendor Subtotal for Dept:0000					960.37
Dept:0000					
900-0000-2025-01	Additional Life Insurance	Standard Insurance Company N2	PR Batch 70025.02.2016 Addition	46852	169.45
Vendor Subtotal for Dept:0000					169.45
Dept:0000					
900-0000-2026-00	STD/LTD	Standard Insurance Company N2	PR Batch 70011.02.2016 STD/LT	46851	2,003.98
900-0000-2026-00	STD/LTD	Standard Insurance Company N2	PR Batch 70025.02.2016 STD/LT	46851	1,979.52
Vendor Subtotal for Dept:0000					3,983.50
Dept:0000					
900-0000-2027-00	Employee Assistance	Managed Health Network	PR Batch 70025.02.2016 Employ	46848	142.12

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:0000					142.12
Dept:0000					
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70011.02.2016 PERS E	46657	11,816.68
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70025.02.2016 PERS E	46850	11,416.00
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70012.02.2016 PERS E	46850	141.95
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70025.02.2016 PERS C	46850	118.80
Vendor Subtotal for Dept:0000					23,493.43
Dept:0000					
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70011.02.2016 PEPRA	46657	2,401.07
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70011.02.2016 PERS E	46657	15,788.75
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70125.01.2016 PEPRA	46657	14.98
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70025.02.2016 PEPRA	46850	2,401.07
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70025.02.2016 PERS C	46850	158.73
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70025.02.2016 PERS E	46850	15,253.40
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70012.02.2016 PERS E	46850	189.67
Vendor Subtotal for Dept:0000					36,207.67
Dept:0000					
900-0000-2040-02	PERS/PEPRA Retirement	CalPERS Retirement	PR Batch 70011.02.2016 PEPRA	46657	2,318.99
900-0000-2040-02	PERS/PEPRA Retirement	CalPERS Retirement	PR Batch 70125.01.2016 PEPRA	46657	14.47
900-0000-2040-02	PERS/PEPRA Retirement	CalPERS Retirement	PR Batch 70025.02.2016 PEPRA	46850	2,318.99
Vendor Subtotal for Dept:0000					4,652.45
Dept:0000					
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70011.02.2016 PARS -	46658	543.65
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70011.02.2016 PARS -	46658	114.00
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70004.02.2016 PARS -	46658	28.19
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70004.02.2016 PARS -	46658	5.91
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70025.02.2016 PARS -	46853	555.71
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70025.02.2016 PARS -	46853	116.53
Vendor Subtotal for Dept:0000					1,363.99

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70011.02.2016 ICMA I	46654	899.26
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70011.02.2016 ICMA I	46654	11,828.62
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70011.02.2016 ER Con	46654	2,700.00
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70025.02.2016 ICMA I	46845	899.26
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70025.02.2016 ICMA I	46845	11,628.62
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70025.02.2016 ER Con	46845	2,700.00
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70012.02.2016 ICMA I	46845	200.00
Vendor Subtotal for Dept:0000					30,855.76
Dept:0000					
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR Batch 70011.02.2016 ICMA I	46654	610.66
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR Batch 70025.02.2016 ICMA I	46845	188.58
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR Batch 70012.02.2016 ICMA I	46845	422.08
Vendor Subtotal for Dept:0000					1,221.32
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108658	PR Batch 70011.02.2016 ICMA -	46655	504.89
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108658	PR Batch 70025.02.2016 ICMA -	46846	504.89
Vendor Subtotal for Dept:0000					1,009.78
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108650	PR Batch 70011.02.2016 ICMA -	46656	692.28
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108650	PR Batch 70025.02.2016 ICMA -	46847	576.90
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108650	PR Batch 70012.02.2016 ICMA -	46847	115.38
Vendor Subtotal for Dept:0000					1,384.56
Subtotal for Fund: 900					187,912.20
Report Total:					2,002,483.81



Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Lisa Pope, City Clerk *L. Pope*

Approved by: Jim Thorsen, City Manager *JT*

Date prepared: February 22, 2016 Meeting date: March 14, 2016

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the February 8, 2016 Regular City Council meeting and February 10, 2016 Special City Council/Planning Commission joint meeting.

FISCAL IMPACT: None.

DISCUSSION: Staff has prepared draft minutes for the February 8, 2016 Regular City Council meeting and February 10, 2016 Special City Council/Planning Commission joint meeting. Staff hereby submits the minutes for Council's approval.

ATTACHMENTS: February 8, 2016 Regular City Council meeting minutes
February 10, 2016 Special City Council/Planning Commission joint meeting minutes

MINUTES
MALIBU CITY COUNCIL
REGULAR MEETING
FEBRUARY 8, 2016
COUNCIL CHAMBERS
6:30 P.M.

CALL TO ORDER

Mayor Rosenthal called the meeting to order at 6:36 p.m.

ROLL CALL

The following persons were recorded in attendance by the Recording Secretary:

PRESENT: Mayor Laura Rosenthal; Mayor Pro Tem Lou La Monte; and Councilmembers Joan House, Skylar Peak and John Sibert

ALSO PRESENT: Christi Hogin, City Attorney; Jim Thorsen, City Manager; Reva Feldman, Assistant City Manager; Bonnie Blue, Planning Director; Bob Brager, Public Works Director; Ruth Piyaman, Finance Manager; Brad Davis, Emergency Services Coordinator; Heather Glaser, Deputy City Clerk; Amy Crittenden, Recreation Manager; Stephanie Hawner, Associate Planner; Arthur Aladjajian, Public Works Superintendent; and Elizabeth Shavelson, Assistant to the City Manager

PLEDGE OF ALLEGIANCE

Laureen Sills led the Pledge of Allegiance.

PUBLIC COMMENT ON CLOSED SESSION

None.

The following items were listed on the Closed Session agenda:

Personnel Matters pursuant to Government Code Section 54957:

1. Public Employee Performance Evaluation
Title: City Manager

Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1):

2. Crown Castle NG West LLC v. City of Malibu
United States District Court Case No. 2:15-cv-06089-DSF (SSx)
3. Trancas-PCH v. City of Malibu (Housing Element case)
Los Angeles County Superior Court Case No. BS145311

CLOSED SESSION REPORT

City Attorney Hogin reported that the Regular meeting convened at 5:30 p.m. at which time the City Council recessed to a Closed Session pursuant to Government Code Sections 54957 and 54956.9(d)(1), with all Councilmembers present. She stated the Council discussed the items listed on the posted agenda and took no reportable action.

APPROVAL OF AGENDA

MOTION Councilmember Sibert moved and Councilmember Peak seconded a motion to approve the agenda. The motion carried unanimously.

REPORT ON POSTING OF AGENDA

Deputy City Clerk Glaser reported that the agenda for the meeting was properly posted on January 29, 2016.

ITEM 1 CEREMONIAL/PRESENTATIONS

A. Presentation on the City's Everbridge Disaster Alert System

Emergency Services Coordinator Davis discussed the Everbridge Disaster Alert System, and urged everyone to sign up for notifications as soon as possible.

B. Presentation by West Basin Municipal Water District on Cash for Kitchens Certificates for Restaurants and Commercial Kitchens

Scott Houston, West Basin Municipal Water District Board Director, discussed the Cash for Kitchen program. He listed 14 Malibu restaurants receiving certificates for their participation in the program.

Nola Hastings, Hastings and Company, discussed surveys and outreach to assist restaurants in changing their behaviors.

In response to Mayor Rosenthal, Gus Meza, West Basin Municipal Water District Conservation Coordinator, discussed rebate incentives for other restaurants to participate in the program. He discussed the District's application for a United States Bureau of Reclamation grant to expand the program.

Mayor Pro Tem La Monte thanked Mr. Houston.

Councilmember Sibert discussed Southern California Association of Governments water use study and thanked Mr. Houston for his assistance.

Mr. Houston discussed the El Segundo Water Recycling Plant.

ITEM 2.A. PUBLIC COMMENTS

Anne Payne discussed the need for emergency access behind any development proposed for the Civic Center.

Bill Sampson discussed the Broad Beach Road Geologic Hazard Abatement District and the proposed sand deliveries blocking beach access.

Laureen Sills discussed forming a citizen action committee to investigate options to purchase vacant land in the City.

ITEM 2.B. COMMISSION / COMMITTEE / CITY MANAGER UPDATES

City Manager Thorsen announced his retirement from the City of Malibu.

ITEM 2.C. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Mayor Pro Tem La Monte expressed his appreciation for City Manager Thorsen. He stated he attended the Las Flores Creek Park ribbon cutting ceremony, the Pacific Coast Highway (PCH) Safety Task Force meeting, the Independent Cities Association Annual Winter Seminar in Santa Barbara, the California Contract Cities Association (CCCA) Officers meeting in Huntington Park and thanked Supervisor Hilda Solis for her participation. He stated he attended two CCCA Executive Board meetings, and a presentation by the nonprofit team PLACE regarding public and private partnerships for affordable housing. He stated Councilmembers, Commissioners, and City staff had received active shooter training at City Hall, and he announced a joint City Council/Planning Commission Special meeting on February 10, 2016.

Councilmember Sibert stated he would miss City Manager Thorsen. He stated he attended a meeting with Secretary of Veterans Affairs Robert McDonald regarding the veteran's facility. He thanked the Sheriff's Department for its assistance to the local homeless. He stated he attended a CCCA and League of California Cities Stormwater Task Force meeting.

Councilmember House thanked City Manager Thorsen and wished him well in his future endeavors.

Councilmember Peak thanked City Manager Thorsen for his work and fairness. He stated he met with residents regarding the homeless in the City. He stated he would follow-up with Beaches and Harbors regarding sand deliveries at Broad Beach. He thanked West Basin Municipal Water District staff.

Mayor Rosenthal discussed the California Coastal Commission permit issued for Broad Beach. She stated emergency access behind Civic Center properties was

important. She discussed a citizen group for exploring a park bond. She thanked the volunteers on patrol in attendance. She stated she attended a PCH Task Force meeting, and the Las Flores Creek Park ribbon cutting ceremony. She announced the business roundtable on February 12, 2016, the Dolphin Awards, and congratulated Malibu Fitness on its 30th birthday. She announced an e-waste event on February 20, 2016, the next Library Speaker Series event on February 17, 2016, and wished everyone a happy Valentine's day. She announced a Pt. Dume Traffic Management Community meeting on February 23, 2016. She stated City Manager Thorsen would be hard to replace.

ITEM 3 CONSENT CALENDAR

MOTION Councilmember House moved and Mayor Pro Tem La Monte seconded a motion to approve the Consent Calendar. The motion carried unanimously, with Councilmember House abstaining from Item No. 3.B.4.

The Consent Calendar consisted of the following items:

- A. Previously Discussed Items
 - 1. Second Reading and Adoption of Ordinance No. 401
Recommended Action: Conduct second reading, unless waived, and adopt Ordinance No. 401 updating the terms of commissioners based on the City's General Municipal Election date being moved to November of even-numbered years.

- B. New Items
 - 1. Waive Further Reading
Recommended Action: After the City Attorney has read the title, waive full reading of ordinances considered on this agenda for introduction on first reading and/or second reading and adoption.
 - 2. Approve Warrants
Recommended Action: Allow and approve warrant demand numbers 46431-46531 listed on the register from the General Fund and direct the City Manager to pay out the funds to each of the claimants listed in Warrant Register No. 566 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$911,691.14. City of Malibu payroll check numbers 4632-4637 and ACH deposits were issued in the amount of \$181,933.67.
 - 3. Approval of Minutes
Recommended Action: Approve the minutes for the January 11, 2016 Regular City Council meeting.
 - 4. Nomination for the Jake Kuredjian Citizenship Award
Recommended Action: At the recommendation of the Parks and Recreation Commission, approve the nomination of Joan House as the 2015 recipient of the Jake Kuredjian Citizenship Award.

5. Agreement with Wells Fargo Bank for Governmental Banking Services
Recommended Action: Authorize the City Manager and Assistant City Manager to execute an agreement with Wells Fargo Bank for Governmental Banking Services.
6. State Revolving Fund (SRF) Loan Application for the Civic Center Wastewater Treatment Facility (CCWWTF) Project
Recommended Action: Adopt Resolution No. 16-10 authorizing the reimbursement of funding from the SRF Loan for the CCWWTF and repealing Resolution No. 15-03.

ITEM 4 ORDINANCES AND PUBLIC HEARINGS

- A. Fiscal Year (FY) 2015-2016 Mid-Year Financial Report
Recommended Action: 1) Receive and file FY 2015-2016 Mid-Year Financial Report; and 2) Adopt Resolution No. 16-09 amending the annual budget for Fiscal Year 2015-2016.

Assistant City Manager Feldman presented the staff report.

Mayor Rosenthal noted the budgeted amounts for speed advisory signs and bus stop shelters.

MOTION Councilmember House moved and Mayor Pro Tem La Monte seconded a motion to: 1) Receive and file FY 2015-2016 Mid-Year Financial Report; and 2) adopt Resolution No. 16-09 amending the annual budget for Fiscal Year 2015-2016. The motion carried unanimously.

ITEM 5 OLD BUSINESS

- A. Short-term Residential Rentals
Recommended Action: 1) Review suggestions from staff on enforcement options for regulating short-term residential rentals; and 2) Authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Solid Waste Solutions for on-call monitoring services of short-term residential rentals.

Assistant City Manager Feldman presented the staff report.

Bill Sampson stated there was a home in his neighborhood that was being operated as a motel. He stated Solid Waste Solutions (SWS) was a small step in the direction of rectifying the issue.

Beatrix Ziliuskas thanked the Council and staff. She expressed concern regarding homes in her neighborhood being used as short-term rentals.

Councilmember House indicated support for the recommended action.

Councilmember Peak indicated support for the recommended action.

City Attorney Hogin stated the Council had chosen to not ban short-term rentals, but enforce violations of the City's noise ordinance or parking codes. She stated the amendment with SWS provided a way to gather data on other complaints to educate any future policy changes.

Mayor Pro Tem La Monte indicated support for the staff recommendation.

Councilmember Sibert stated someone renting out a home full-time would be an issue to revisit in the future.

Mayor Rosenthal indicated support for the staff recommendation.

MOTION Councilmember Peak moved and Councilmember Sibert seconded a motion to authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Solid Waste Solutions for on-call monitoring services of short-term residential rentals. The motion carried unanimously.

ITEM 6 NEW BUSINESS

- A. Preferential Parking Zone in the Point Dume Neighborhood, at the Intersection of Heathercliff Road and Dume Drive
Recommended Action: Receive and file.

Associate Planner Hawner presented the staff report.

Lori Kantor, on behalf of the Heathercliff and Dume Villa Homeowners Associations, stated the parking situation was much improved and thanked Mayor Rosenthal for her assistance.

MOTION Mayor Rosenthal moved and Mayor Pro Tem La Monte seconded a motion to receive and file the report on the preferential parking zone in the Point Dume neighborhood, at the intersection of Heathercliff Road and Dume Drive. The motion carried unanimously.

ITEM 7 COUNCIL ITEMS

- A. Measure R Follow-Up – Consider Regulations of Chain Stores and Initiation of Preparation of Specific Plan (Councilmembers Peak and Sibert)
Recommended Action: Direct staff whether to initiate a zoning ordinance amendment to regulate chain stores and whether to initiate a voter-approved specific plan for the civic center.

City Attorney Hogin discussed the staff report. She stated the final judgement had been postponed to March 24, 2016, since the proponent's legal counsel had filed for an intervention and, together with City Attorney Hogin, sought clarification of the judgement and its effect on the measure during an appeal. She stated the plaintiff's counsel had elected to allow the delay.

John Mazza discussed roadway planning.

In response to Mayor Rosenthal, City Attorney Hogin stated a voter-approved specific plan would be required if Measure R were found legal. She stated requiring voter approval of a specific plan, if Measure R were found invalid, would be consistent with Measure R. She stated Costa Mesa's specific plan requirement was not tied to a project.

Councilmember Sibert stated a specific plan was necessary and it was critical that it be voter-approved.

Mayor Pro Tem La Monte discussed zoning and traffic movement through the Civic Center.

MOTION

Councilmember Peak moved and Councilmember Sibert seconded a motion to: 1) initiate a zone text amendment to regulate chain stores; 2) direct staff to schedule a Planning Commission public hearing; 3) direct staff to explore Civic Center specific plan options; and 4) continue the specific plan discussion to the February 10, 2016 Special meeting as part of the discussion on how to proceed with civic center design standards.

Councilmember Peak stated 10 stores in the United States was more reasonable than 10 worldwide.

Councilmember House discussed the three specific plans already adopted by the City. She indicated support for regulating chain stores and having a specific plan.

Mayor Rosenthal discussed land in the Civic Center.

In response to Mayor Rosenthal, City Attorney Hogin stated a task force recommendation for a specific plan would go to the Planning Commission and then to the Council for placement on a special or general municipal election ballot. She stated she would like to have a specific plan expedited.

The question was called and the motion carried unanimously.

ADJOURNMENT

MOTION At 8:30 p.m., Councilmember Sibert moved and Mayor Rosenthal seconded a motion to adjourn the meeting. The motion carried unanimously.

Approved and adopted by the City Council of the City of Malibu on _____, 2016.

LAURA ROSENTHAL, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

MINUTES
MALIBU CITY COUNCIL/PLANNING COMMISSION
JOINT SPECIAL MEETING
FEBRUARY 10, 2016
COUNCIL CHAMBERS
6:30 P.M.

CALL TO ORDER

Mayor Rosenthal called the meeting to order at 6:32 p.m.

ROLL CALL

The following persons were recorded in attendance by the Recording Secretary:

PRESENT: Mayor Laura Rosenthal; Mayor Pro Tem Lou La Monte; and Councilmembers Joan House, Skylar Peak and John Sibert; Chair Roohi Stack; Vice Chair John Mazza; Commissioners David Brotman, Jeffrey Jennings and Mikke Pierson

ALSO PRESENT: Christi Hogin, City Attorney; Trevor Rusin, Assistant City Attorney; Jim Thorsen, City Manager; Lisa Pope, City Clerk; Bonnie Blue, Planning Director

PLEDGE OF ALLEGIANCE

Mayor Rosenthal led the Pledge of Allegiance.

APPROVAL OF AGENDA

MOTION Councilmember Sibert moved and Mayor Pro Tem La Monte seconded a motion to approve the agenda.

REPORT ON POSTING OF AGENDA

City Clerk Pope reported that the agenda for the meeting was properly posted on February 3, 2016.

ITEM 1 ORDINANCES AND PUBLIC HEARINGS

- A. Civic Center Design Standards Project
Recommended Action: 1) Receive presentation on work completed to date by the Civic Center Design Standards Task Force; and 2) provide recommendations on how to proceed.

Planning Director Blue presented the staff report.

Laura Stetson, MIG, provided an overview of the work completed to-date, including Baseline Report, Community Open House in October 2014, and Task Force meetings.

John Kaliski, John Kaliski Architects, explained the two-day design charrette at which character and place, connectivity, and implementation and parking were discussed. He discussed the preliminary design standards goals. He explained the definition of rural coastal village.

Ms. Stetson discussed other actions that were not included in the design standards scope including amending the General Plan and Local Coastal Program (LCP), street standards, pedestrian crossing Pacific Coast Highway (PCH), parking requirements, truck restrictions on Civic Center Way and Cross Creek Road, open space, traffic flow, shared parking, trails, public spaces, local shopping, and public transportation. She presented potential options, including commencing work on design standards, work on additional items that were not part of the design standards scope of work, conducting additional community outreach, and/or to prepare a specific plan.

David Paul Dominguez declined to speak.

Anne Payne asked if ingress and egress issues related to the Whole Foods and La Paz projects had been addressed for emergency response. She expressed concern about connectivity and circulation. She requested additional information on the legalities of the ingress and egress issues on Civic Center Way and truck deliveries behind the buildings.

Jefferson Wagner thanked City Manager Thorsen for his work as City Manager. He discussed the Task Force process. He indicated support for retiring some of the open space in the Civic Center. He stated the members of the Task Force had expressed concern about circulation. He stated he had met with members of the Whole Foods project and they had indicated they would consider modifying the circulation.

Norm Haynie commended City Manager Thorsen for his service to the City. He discussed the need for sufficient parking to reduce congestion. He suggested reducing the amount of area allocated toward landscaping from 40% to 35% of the lot area and the amount of open space from 25% to 20% of the lot area.

Ron Goldman provided his suggestion for development in the Civic Center to retain a rural coastal village character.

Ryan Embree discussed the need for more parking.

Ed Niles suggested the people of Malibu determine what was creating the problems in the Civic Center.

Don Schmitz stated the problem was that the standards were piecemealed. He discussed the design of the La Paz project. He suggested design guidelines be adopted and a specific plan be developed.

Patt Healy stated the natural environment shaped the City. She did not support reducing the 40% requirement for open space. She suggested, if rezoning occurred it be low density residential.

Mayor Pro Tem La Monte expressed disappointment that more people were not in attendance. He stated the speakers had addressed issues that would be included in a specific plan rather than in design standards. He suggested preparing a specific plan.

Commissioner Pierson agreed with some of the proposed design standards. He suggested determining the legality of a specific plan before moving it forward.

Councilmember Peak thanked the Task Force and speakers. He discussed the talent in the community and favored establishing a group to create design standards. He stated it was necessary to address traffic and parking in the Civic Center. He stated it was necessary to create connectivity.

Councilmember House concurred with Councilmember Peak regarding the professionals in Malibu and creation of a committee to develop design standards. She indicated support for a specific plan. In response to Councilmember House, City Attorney Hogin explained the possibility of rezoning property so that the uses for the remaining parcels took into account density of existing development. Councilmember House suggested the Civic Center zoning be reviewed.

Councilmember Peak suggested senior housing be considered in the Civic Center.

Councilmember House thanked the Task Force. She discussed the need to consider circulation and connectivity.

Councilmember Sibert discussed previous efforts at creating a Civic Center Specific Plan. He suggested locals be utilized to create a specific plan. He agreed with the inclusion of senior living. He stated the community needed to be involved in the process.

Commissioner Brotman discussed the components of successful urban planning projects. He stated the guidelines would require amendments to the LCP. He discussed the need for a specific plan. He discussed the Whole Foods project. City Attorney Hogin explained that the LCP governed and the specific plan must be consistent with the LCP. Commissioner Brotman stated the LCP was primarily land use regulations for sparsely developed residential. He stated the Civic Center was more dense than the rest of the community and required a new look.

Vice Chair Mazza discussed the prior specific plan and proposed .4 floor ratio. He agreed that citizens needed to be a part of the process. He stated cost of development needed to be considered. He stated platinum LEED was unnecessary. He discussed concern with circulation. He discussed Measure R

litigation. City Attorney Hogin clarified that Measure R encouraged the use of specific plans. Vice Chair Mazza suggested the City consider circulation and necessary remediation. He discussed the need for pedestrian crossing of PCH.

Commissioner Jennings explained that discussions of formula retail triggered the idea of design standards. He stated the basic desires had been the same throughout cityhood. He explained zoning in the Civic Center. He stated it was necessary to determine the vision and then write the laws to make it look that way. He stated open space and landscaping requirements were in place to stop development. He stated setback and parking requirements with .15 floor area ratio (FAR) required 2-3 story buildings. He discussed past efforts at establishing a Civic Center specific plan. He suggested determining the vision, then establishing laws to implement and then obtaining California Coastal Commission (CCC) approval.

Chair Stack agreed with Commissioner Jennings.

Mayor Rosenthal thanked the Task Force members. She stated it was necessary to remember the big picture. She expressed concern with delays. She stated it was necessary to get more people involved.

City Attorney Hogin clarified that Commissioner Jennings was speaking in hyperbole when he stated zoning in the Civic Center prevented development. Commissioner Jennings confirmed. She requested feedback on putting a specific plan to a vote.

Commissioner Jennings stated piecemealing the Civic Center would happen without a specific plan.

Councilmember Peak clarified that a specific plan could go on a special election ballot.

In response to Vice Chair Mazza, City Attorney Hogin explained that the CCC determined whether the specific plan was consistent with laws.

In response to Mayor Rosenthal, City Attorney Hogin stated staff was ready to assist in anyway necessary. She discussed the option of bringing back specific mechanisms for committees. She asked whether there was a consensus about putting it on a ballot and using local architects.

City Manager Thorsen discussed utilizing the current consultant team with focus groups of architects and local community members.

Councilmember Peak agreed with utilizing the existing consultant to facilitate moving towards a specific plan. He stated he did not want to modify FARs.

Councilmember Sibert suggested the Councilmembers and Commissioners talk to architects and Measure R supporters and opposers, property owners and residents.

Commissioner Brotman suggested efforts to convince the locals to join the group.

Mayor Pro Tem La Monte stated the entire community needed to be involved. He stated it was necessary to review the zoning.

Mayor Rosenthal suggested professionals come up with ideas and town hall meetings be held to increase community involvement. She stated she wanted to move it forward quickly.

Vice Chair Mazza suggested City Attorney Hogin write a brief on upzoning and downzoning. City Attorney Hogin stated she and Assistant City Attorney Rusin were happy to stay involved in the process.

Councilmember House suggested staff come back with options on how to proceed with a specific plan.

Commissioner Jennings suggested the Council provide specifics on what it liked.

City Manager Thorsen stated staff would bring back a scope of work that mirrored the Council and Commission's comments, inclusive of design efforts and legal aspects.

Mayor Rosenthal discussed difficulty in getting the community involved.

ADJOURNMENT

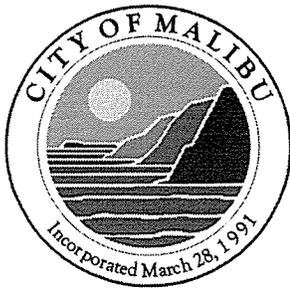
MOTION At 8:18 p.m., Councilmember House moved and Mayor Rosenthal seconded a motion to adjourn the meeting.

Approved and adopted by the City Council of the
City of Malibu on _____, 2016.

LAURA ROSENTHAL, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)



Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

From: Christi Hogin, City Attorney *C. Hogin by ap*
Natalie C. Karpeles, Deputy City Attorney

Date prepared: February 22, 2016 Meeting date: March 14, 2016

Subject: Tolling Agreement with Park at Cross Creek, LLC, relating to as-applied claims arising from application of Measure R

RECOMMENDED ACTION: Approve the proposed tolling agreement and authorize the Mayor to execute the agreement on behalf of the City.

FISCAL IMPACT: The tolling agreement will eliminate any immediate need to incur legal fees either defending or prosecuting claims between the City and Park at Cross Creek, LLC ("PCC") arising out of the City's application of Measure R to the property located at 23401 Civic Center Way, Malibu, California 90625, on or before February 1, 2016. PCC has two lawsuits pending that assert both federal and state law challenges to Measure R on its face. This action does not affect the defense of those cases. At this time, the potential fiscal impact of not entering into the tolling agreement is speculative and difficult to estimate; but defense of such a lawsuit tends to be especially fact-based and could exceed \$100,000.

DISCUSSION: The City Council is being asked to consider a tolling agreement extending the yet unexpired statutes of limitation and any other temporal defenses for any and all claims that PCC may have against the City. The agreement would stay in effect unless terminated by either party with 30 days written notice or until the resolution of the state action by entry of a final judgment – with no further opportunity for appeal.

A tolling agreement is an agreement to waive a right to claim that litigation should be dismissed due to expiration of a statute of limitations. Generally, the purpose of a tolling agreement is to allow the parties additional time to assess and determine the legitimacy and viability of their claims and/or the amount of their damages without the necessity of filing an action. During the tolling period, the parties waive any defense by way of any statute of limitations that would otherwise arise during the period. The tolling agreement would provide all involved parties with additional time to explore the basis for any

potential claims any corresponding liability in order to facilitate settlement of any such claims without the need for expensive and protracted litigation.

Since 2009, PCC has been attempting to develop the property located at 23401 Civic Center Way into a Whole Foods. In November 2014, City voters overwhelmingly approved Measure R which included two central components: Citywide restrictions on chain stores and required voter-approved specific plans for large commercial and mixed-use developments. PCC's Whole Foods project was subject to Measure R, including the voter approval requirement.

On January 5, 2015, PCC filed an action against the City in federal court asserting a facial challenge to the constitutionality and legality of Measure R.¹ In its complaint, PCC asserted both federal and state law challenges to Measure R. Asserting that state court would have appropriate jurisdiction over PCC's state law challenges, the federal court dismissed PCC's state law claims. Thereafter, on May 5, 2015, PCC filed an action against the City in state court asserting its state law claims. The City defended Measure R, in part, by demonstrating how it can be implemented consistent with the constitution. In its December 14, 2015 ruling, while the Court acknowledged that it is plausible to regulate in this area, it ultimately found that the words of Measure R precluded such an implementation. Judgment has not yet been entered in the state action and an order to show cause regarding judgment is scheduled to be heard on March 24, 2016.² In the meantime, PCC's federal law claims against the City are stayed pending an entry of judgment by the state court.

The tolling agreement does not constitute any admission of fact or liability. If executed by the City, it will provide the City with an opportunity to further consider an ordinance replacing Measure R or to pursue an appeal of the state case. Alternatively, the City could decline to enter into the tolling agreement. If the City chooses not to enter into the agreement, PCC will likely proceed with its federal action against the City in order to preserve its rights, if any, and to recover costs for which PCC alleges the City is responsible. Regardless of whether PCC's claims have any factual or legal merit, they will be costly to investigate and defend. Given the pending status of the federal action, we are recommending that the City Council approve the proposed tolling agreement for the requested period of time.

ATTACHMENTS: Proposed Tolling Agreement

¹ A "facial challenge" tests the validity of a law based only on the text of the law and not its application to a particular circumstance. To be facially invalid, the court must find that the law's provisions inevitably pose a present total and fatal conflict with applicable constitutional provisions or state law.

² After trial, the judge typically will set an "order to show cause regarding judgment" hearing; the purpose of this hearing is to resolve any objections and to have the judge sign the judgment. If the judgment has been signed, no appearance will be required and the hearing will be taken off calendar.

TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is entered into as of January 30, 2016 (“Effective Date”) by and between Park at Cross Creek, LLC (“PCC”) and the City of Malibu (“City”). PCC and the City are collectively known as the “Parties” and individually as a “Party.” The purpose of this agreement is to toll any yet unexpired statute of limitations for filing a legal challenge to any claims arising from the City’s denial of Measure W as it pertains to PCC’s “Whole Foods and the Park” development project.

RECITALS

A. PCC is the owner of the property located at 23401 Civic Center Way, Malibu, California 90625 (“Property”). Since 2009, PCC has been developing a shopping center project on the property known as “Whole Foods and the Park” (“Whole Foods Project”).

B. In November 2014, City voters approved ballot initiative Measure R. Among other things, Measure R prohibited the City from issuing final discretionary approval to any proposed commercial project over 20,000 square feet until and unless the City electorate approved a specific plan for the proposed project. The Whole Foods Project was subject to Measure R, including the voter approval requirement.

C. On January 5, 2015, PCC and Malibu Bay Company, another Malibu developer affected by Measure R (With PCC collectively, “Petitioners”), filed an action against the City in the United States District Court for the Central District of California asserting a facial challenge to the constitutionality and legality of Measure R. Petitioners asserted both federal and state law challenges to Measure R (Case No. Case No. 2:15-cv-00033-JAK) (“Federal Action”). The Federal Action is assigned to the Honorable John A. Kronstadt. On April 10, 2015, the U.S. District Court abstained from the Federal Action on the basis of the *Pullman* doctrine, and dismissed the Petitioners’ state law claims so Petitioners could pursue the state law claims in California state court. Petitioners’ federal claims are stayed by remain pending in the Federal Action.

D. On May 5, 2015, Petitioners filed an action against the City asserting its state law claims in the Superior Court of the State of California, County of Los Angeles, Central District (Case No. BS 155299) (“State Action”). The State Action is assigned to Honorable James C. Chalfant.

E. On December 14, 2015, Judge Chalfant issued a ruling in the State Action holding Measure R illegal and unconstitutional. Judgment has not yet been entered in the State Action. An order to show cause re: judgment is scheduled to be heard March 24, 2016.

AGREEMENT

Now, therefore, in consideration of the mutual promises and/or covenants contained in this Agreement and the Recitals, which are incorporated as though set forth herein, the parties agree as follows:

1. This Agreement shall be effective January 29, 2016, and shall supersede the Temporary Tolling Agreement entered into by the Parties on that same date.
2. For purposes of this Agreement:
 - a. "Filing Date" means: February 1, 2016.
 - b. "Termination Date" means 30 days after either (1) any Party provides written notice of termination to the other Party or (2) the State Action has been finally resolved following judgment with no further opportunity for appeal.
 - c. "Tolled Claims" means any and all claims or causes of action that PCC may have against the City arising out of the City's application of Measure R to the Property or the Whole Foods Project. The Tolled Claims do not include claims concerning the City's compliance with the California Environmental Quality Act or claims concerning the City's approval of administrative or legislative actions that were within the City Council's authority prior to Measure R and were not compelled or restrained by Measure R.
3. The Parties wish to toll the running of any yet unexpired statutes of limitation and all other defenses based on the passage of time with respect to the Tolled Claims until the Termination Date.
4. The statute of limitations, statute of repose, deadline for service, or other defense in law or equity based on the passage of time for any Tolled Claim that would otherwise have expired on or after the Filing Date are hereby tolled and extended. Any such statute of limitations, statute of repose, deadline for service, or other defense based on the passage of time, as to PCC, shall not expire until the Termination Date.
5. This agreement shall not affect the statute of limitations, statute of repose, deadline for service, or other defense based on the passage of time applicable to any association, entity, or person other than PCC.
6. The City waives any defense it may have to any claim or cause of action commenced by PCC based on the expiration of any statute of limitations, laches, estoppel or waiver regarding the passage of time, action, or inaction between the Filing Date and the Termination Date. The City does not waive any such defenses it has before the Filing Date or any defenses other than those regarding the passage of time, action, or inaction between the Filing Date and the Termination Date; and the City does not waive any defenses other than as to PCC.
7. The approval of this Agreement does not constitute, and shall not be construed as, an admission by any Party of any liability regarding any Tolled Claim. This Agreement shall not be admissible in any proceeding as an admission of any factual matter against any Party, except as to the Agreement and waiver set forth in the Agreement.

8. The Parties recognize that under limited circumstances certain statutes of limitations enacted for the benefit of the public cannot be waived or tolled by agreement. Any such statute of limitations is not affected by this Agreement.
9. This Agreement may be executed in counterpart originals.
10. The individuals signing this Agreement on behalf of each Party represent and warrant that they are authorized to do so on behalf of their respective Parties.
11. This Agreement constitutes the entire agreement between the Parties hereto regarding the tolling of the statutes of limitations and defenses related to the passage of time. There are no other such agreements, warranties, or representations regarding the statutes of limitations other than those expressly set forth in this Agreement. Any amendments to this Agreement shall be in writing and shall be signed by both Parties.
12. Notice pursuant to this agreement shall be provided in writing by first class United States mail shall be accompanied by proof of service, and shall be provided as follows:

City of Malibu:

Christi Hogin
City Attorney, City of Malibu
Jenkins & Hogin LLP
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266
Telephone: (310) 643-8448
chogin@localgovlaw.com

The Park at Cross Creek, LLC:

Marshall A. Camp
Hueston Hennigan LLP
523 West 6th Street, Suite 400
Los Angeles, CA 90014
Telephone: (213) 788-4340
mcamp@hueston.com

Any Party may at its discretion change the address at which such notice is to be provided by providing written notice of such change to all other Parties.

13. The invalidity of any portion of this Agreement shall not invalidate the remainder.
14. Except as set forth herein nothing contained herein shall constitute a waiver of any claims, demands, causes of action, positions, rights, remedies, and defenses in law and in equity of either of the Parties.

15. The Parties acknowledge that each Party and its counsel have reviewed and revised this agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement.

DATE: March __, 2016

The Park at Cross Creek, LLC

By: _____
Marshall A. Camp

Counsel for THE PARK AT CROSS
CREEK LLC

DATE: March __, 2016

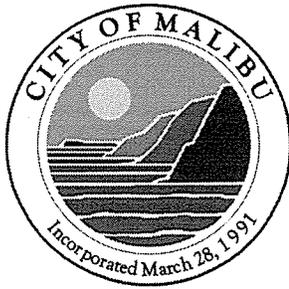
CITY OF MALIBU:

Laura Rosenthal, Mayor

Christi Hogin, City Attorney

ATTEST:

Lisa Pope, City Clerk
(seal)



Supplemental Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Robert DuBoux, Assistant Public Works Director/City Engineer *RD*

Reviewed by: Robert L. Brager, Public Works Director/City Engineer *RLB*

Approved by: Reva Feldman, Assistant City Manager *RF*

Date prepared: March 14, 2016 Meeting date: March 14, 2016

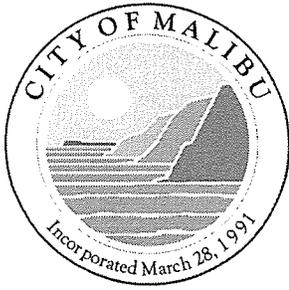
Subject: Las Flores Canyon and Malibu Road Biofilters Project Completion and Acceptance of Work

RECOMMENDED ACTION: 1) Accept the work performed by J & H Engineering General Contractors, Inc. for the Las Flores Canyon and Malibu Road Biofilters Project (Specification No. 2056) as complete; and 2) Authorize the Public Works Director to submit for recordation a Notice of Completion for the project.

FISCAL IMPACT: There is no cost associated with accepting the work as complete. The construction cost for the project was included in the Adopted Budget for Fiscal Year 2015-2016. The City budgeted \$200,000 of General Fund CIP Designated Reserve to complete this work. The final cost of the project was \$114,002.74. Therefore the City had a project cost savings of approximately \$85,997.26 that will remain in the General Fund CIP Designated Reserve.

DISCUSSION: Staff was notified by the contractor that an additional \$3,000.24 is required to be paid in California State sales tax. Staff recommends accepting the work as complete, with an increased contract amount of \$3,000.24.

Funding		Actual Costs	
General Fund CIP Designated Reserve	\$200,000	Construction Contract	\$46,878.24
		Change Orders	\$66,355.19
		Misc. Expenses	\$769.31
Total Funding	\$200,000	Total Costs	\$114,002.74
		Remaining Funds	\$85,997.26



Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Robert DuBoux, Assistant Public Works Director/City Engineer

Reviewed by: Robert L. Brager, Public Works Director/City Engineer 

Approved by: Jim Thorsen, City Manager 

Date prepared: February 24, 2016 Meeting date: March 14, 2016

Subject: Las Flores Canyon and Malibu Road Biofilters Project Completion and Acceptance of Work

RECOMMENDED ACTION: 1) Accept the work performed by J & H Engineering General Contractors, Inc. for the Las Flores Canyon and Malibu Road Biofilters Project (Specification No. 2056) as complete; and 2) Authorize the Public Works Director to submit for recordation a Notice of Completion for the project.

FISCAL IMPACT: There is no cost associated with accepting the work as complete. The construction cost for the project was included in the Adopted Budget for Fiscal Year 2015-2016. The City budgeted \$200,000 of General Fund CIP Designated Reserve to complete this work. The final cost of the project was \$111,002.50. Therefore the City had a project cost savings of approximately \$88,997.50 that will remain in the General Fund CIP Designated Reserve.

DISCUSSION: On April 27, 2015, the City Council awarded a construction contract to J & H Engineering General Contractors, Inc. to perform the Las Flores Canyon and Malibu Road Biofilters Project in the amount of \$43,878.00.

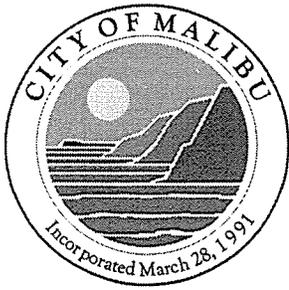
At the November 9, 2015 Regular City Council meeting, Council approved an additional change order to replace four existing storm drain pumps and the associated electrical work; and the installation of check valves at the Malibu Road storm drain pump station and the Civic Center storm drain pump station. This additional work fulfilled the City's settlement obligation with the Santa Monica Baykeeper and the Natural Resources Defense Council (NRDC).

The work is now complete. Staff recommends that the City Council accept the work performed by J & H Engineering General Contractors, Inc. as complete and authorize the Public Works Director to submit for recordation a Notice of Completion for the project.

Funding		Actual Costs	
General Fund CIP Designated Reserve	\$200,000	Construction Contract	\$43,878.00
		Change Orders	\$66,355.19
		Misc. Expenses	\$769.31
Total Funding	\$200,000	Total Costs	\$111,002.50
		Remaining Funds	\$88,997.50

STAFF FOLLOW UP: Upon acceptance, staff will request the recordation of the Notice of Completion with the Los Angeles County Registrar/Recorders Office which will allow the City to then release the retention monies following a required 35-day holding period.

ATTACHMENTS: None.



Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Jennifer Voccola Brown, Senior Environmental Programs Coordinator *JVB*

Reviewed by: Craig George, Acting Environmental Sustainability Director *CG*

Approved by: Jim Thorsen, City Manager *JT*

Date prepared: February 24, 2016 Meeting date: March 14, 2016

Subject: Professional Services Agreement for Water Conservation Outreach Services

RECOMMENDED ACTION: Authorize the City Manager to execute a professional services agreement with Hastings and Company, Inc. to provide water conservation outreach consulting services.

FISCAL IMPACT: Funding for these services is included in the Adopted Budget for Fiscal Year 2015-2016 in Account No. 101-3003-5100.01 (Clean Water - Water Conservation). The contract expenditures shall not exceed \$75,000.

DISCUSSION: In January 2014, Governor Brown declared a drought state of emergency for California. On April 1 2015, due to the continued drought, he issued an executive order directing the State Water Resources Control Board to implement mandatory water reductions to reduce water usage by 25 overall percent in the state. Some water providers were required higher or lower water reduction targets depending on past conservation performance. Due to the elevated residential gallons per capita per day (GPCD) of 190 GPCD in this service area, Los Angeles County Waterworks District 29 (the City's water retailer) was required to reduce consumption by 36 percent. In response to the Governor's order and ongoing uncertainty with the drought, the Council directed staff to conduct various programs that would to reduce water consumption throughout the community.

On December 8, 2015, a Request for Proposals (RFP) for Water Conservation Outreach Consulting Services was distributed. The RFP outlined the scope of work for the requested services, including producing and distributing educational public service

videos, coordinating water conservation-focused community events, and other marketing and outreach assistance. The RFP required that applicants explain their proposed approach to providing the services, demonstrate their relevant capabilities and experience with similar projects, identify the primary personnel on the project team, and provide a fee schedule specifying the hourly rates and other costs that would be charged for providing these services.

The City received proposals from the below listed firms:

1. Hastings and Company, Inc.
2. Melina Sempill Watts Environmental and Media Consultants
3. Planning and Energy/Entitlement Services
4. Swell Communications, Inc.

Staff reviewed the proposals received and invited all four firms for a qualification interview. These interviews were conducted on February 1, 2016, by an interdepartmental panel of staff and a representative from West Basin Municipal Water District (the City's water wholesaler). Each firm's interview presentation and RFP package were evaluated, and weighted scores based on the criteria listed in the RFP were applied to each firm. The evaluation produced a unanimous decision with Hastings and Company, Inc. as the top ranked firm.

Staff recommends that an agreement be entered into with Hastings and Company, Inc. based on the quality of the RFP packages and the interview presentations.

STAFF FOLLOW-UP: Upon approval by the City Council, staff will have the professional services agreements fully executed.

ATTACHMENT: Professional Services Agreement with Hastings and Company, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of March 14, 2016 by and between the City of Malibu (hereinafter referred to as the "City"), and Hastings and Company, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to Water Conservation Outreach including organizing, promoting, and staffing a community exposition with an optional garden tour, producing four (4) public service announcements and a drought-tolerant garden photo gallery, and branding a City water program.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work (Exhibit A), attached to and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on March 14, 2016, and will remain in effect for a period of two (2) years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit B). The cost of services shall not exceed \$75,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Jennifer Brown Senior Environmental Programs Coordinator City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 275 FAX (310) 456-3356	CONSULTANT:	Nola Hastings President Hastings and Company, Inc. 21520 Yorba Linda Boulevard, Unit G518 Yorba Linda, CA 92887 TEL (714) 296-2740
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6.20 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of

Agreement for Professional Services
Hastings and Company, Inc.
Page 7 of 7

Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials jh

This Agreement is executed on _____, 2016, at Malibu, California, and effective as of March 14, 2016.

CITY OF MALIBU:

JIM THORSEN, City Manager

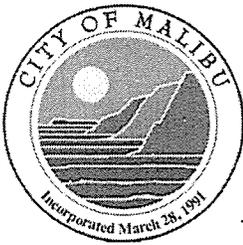
ATTEST:

LISA POPE, City Clerk
(seal)

CONSULTANT:

Neil Hastings
By: Neil Hastings, President

APPROVED AS TO FORM:
Christi Hogin
CHRISTI HOGIN, City Attorney



City of Malibu

EXHIBIT A

23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

SCOPE OF WORK

TASK I: WATER CONSERVATION PUBLIC SERVICE ANNOUNCEMENTS (PSAs)

- a. Produce four (4) engaging water conservation PSAs (20-45 seconds each) to promote conservation efforts specifically among Malibu residents and employees who maintain Malibu residences;
- b. Work with City staff on creative concept and script;
- c. Distribute and advertise the videos and messaging to widely reach target audience; propose appropriate distribution outlets.

TASK II: DROUGHT-TOLERANT GARDEN PHOTO GALLERY

- a. Create a mobile garden gallery with high quality images from a variety of drought tolerant landscapes in Malibu printed on large collapsible displays to showcase at Malibu City Hall and various event locations;
- b. Use photographs from a minimum of five (5) different properties with a variety of aesthetics, including examples of landscaping with native plants;
- c. The photographs shall not depict artificial turf or excessive use of gravel.

TASK III: WATER CONSERVATION EXPOSITION

- a. Plan and execute a large, 4-5 hour community event to provide water conservation resources to attendees and catalyze behavioral changes to reduce water use;
- b. Event must be held on a weekend afternoon at a City, County of Los Angeles Waterworks, or other public institutional property;
- c. Propose event schedule based on amount of time to coordinate the event; event must be held before June 30, 2016; avoid conflicts with holidays and other major community events when possible;
- d. The event must include 15-20 booths that promote existing programs and rebates, or assist with indoor water conservation, outdoor water conservation, rainwater harvesting, and graywater.
 - I. Educational partner booths (i.e., water providers, government agencies, and non-profit advocacy groups) would be provided at no cost.
 - II. Vendors with relevant products or services to assist residents in saving water and protecting water quality; Vendor booths may be charged for participation.
 - III. Booth list must be approved by the City.
- e. Coordinate and schedule 4-6 different educational "how to" presentation classes (10-30 minutes each) on topics such as finding/fixing leaks, reading a water meter, first steps to graywater reuse, ways to save water on existing landscapes, drought-tolerant gardening, and water efficient appliances. Each class should be offered 2-4 times during the event on a rotating schedule. Vendors and partners participating in the event may be able to conduct these classes, or the City will consider other presenters with appropriate experience and messaging;
- f. Include family-friendly activities and games in addition to the designated number of booths.
 - I. Arrange children's activities to accommodate enough participants/viewers at one time so as to avoid long wait times or blocking of access.
 - II. Provide prizes or giveaways for participants.
- g. Provide water and light refreshments for attendees; water will be free, but food options may be provided at a cost to attendees (i.e., food trucks or other vendors);
- h. Advertise and promote the event to attract those who may not usually attend a class or workshop with a focus on the Malibu service area; accommodate 150-200 attendees for the event over all;



Recycled Paper

- i. Sponsorship opportunities
 - I. Sponsors may be solicited to offset costs and may include different levels of sponsorship.
 - II. Sponsor list must be approved by the City.
- j. Include event staffing costs in proposal for on-site coordination, setup, and breakdown.
- k. Collaborate with City staff and City partners including, but not limited to, local elected officials, water providers, landscapers, schools, community groups, and businesses with the possibility of expanding the target audience to be watershed-wide rather than only Malibu residents;
- l. Include equipment list and proposed additional equipment rental costs;
 - I. Costs for booth furnishings: one (1) canopy, one (1) table and two (2) chairs per booth.
 - II. Costs for tables, chairs, and umbrellas/shade for a seating area.
- m. Obtain all necessary event permits; applications for events that do not require a Coastal Development Permit (CDP) must be submitted to the City a minimum of 40 days prior to event; if an event requires a CDP, applications must be submitted a minimum of 90 days prior to event.

ADDITIONAL REQUIREMENTS

- a. Attend and participate in local and regional meetings on behalf of the City; including locations other than Consultants office and Malibu City Hall as requested by City staff.
- b. Respond within one (1) business day to questions from the City.
- c. Make presentations to City Council, public, and other agencies as requested by City staff.

OPTIONAL INFORMATION

If your firm has the ability to complete the below listed optional tasks, include the requested information in the submittal.

DROUGHT-TOLERANT GARDEN TOUR

- a. Plan and execute drought-tolerant garden/landscaping tour event; tour(s) will leave from a location in the Civic Center area such as Malibu City Hall or County of Los Angeles Waterworks local office;
- b. Central themes of the tour should focus on natural alternatives to turf, native and drought tolerant plants, California and Ocean Friendly Garden principles, efficient and well-tuned irrigation, wide range of design and aesthetic opportunities, rainwater capture and reuse, rebates and programs available to residents, additional benefits beyond water conservation (e.g., water quality, wildlife, lower bills, less maintenance);
- c. Must be drought-tolerant landscapes, confirmed by the water provider to be meeting the mandatory water reduction;
- d. Each tour group should be 2-3 hours (departure to return) and include 4-6 Malibu properties, accommodating 10-20 Malibu residents per tour group;
- e. If properties are identified in the same neighborhood, the tour may include a walk from one home to the other;
- f. Event must be repeatable and scalable to allow enough tours to accommodate 50-75 attendees for the event over all;
- g. Widely promote the event through effective means to maximize attendance by Malibu residents and reach the 50-75 attendee target;
- h. Nominal fees may be charged to offset the cost;
- i. Coordinate and manage attendee reservations;
- j. Maximize educational opportunities for participants to learn about water wise gardening and leave inspired and empowered to make changes on their own property;
- k. Include handouts and/or giveaways that they can refer back to after the tour; materials may be provided from partner agencies or sponsors;
- l. Sponsor list must be approved by the City;
- m. Work with City staff and City partners, including local water providers;
- n. Include cost details for transportation of attendees;



- o. Obtain all necessary event permits; applications for events that do not require a Coastal Development Permit (CDP) must be submitted to the City a minimum of 40 days prior to event; if an event requires a CDP, applications must be submitted a minimum of 90 days prior to event.

BRANDING OF CITY WATER PROGRAM

- a. Design a unified look, logo, and theme to include all of the City's water programs, including water conservation, water quality, and wastewater, including outreach materials in various formats to use across our social media accounts, website and printed materials;
- b. Through branding, bring cohesion across all of the City's water efforts, events, and programs to form a more robust overall program and increase awareness, recognition, and participation in the community;
- c. Must include schedule for City staff review and input opportunities on designs and concept.



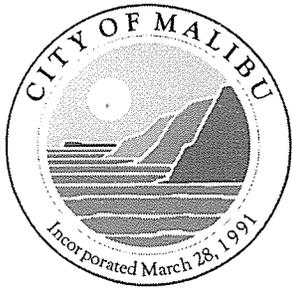
Cost Proposal

EXHIBIT B

HASTINGS & COMPANY, INC | WATER & ENERGY CONSULTANTS

Task Description	1. Water Conservation Public Service Announcements										2. Drought Tolerant Garden Photo Gallery										3. Water Conservation Exposition										Additional Requirements: Meetings, Presentations										Total Costs for Additional Requirements										Optional: Drought-Tolerant Garden Tour										Total Cost for Optional Task 1										Optional: Branding of City Water Program										Total Cost for Optional Task 2									
	Hourly Rate	Total Cost for Task 1		Total Cost for Task 2		Total Cost for Task 3		Additional Requirements: Meetings, Presentations		Total Costs for Additional Requirements		Optional: Drought-Tolerant Garden Tour		Total Cost for Optional Task 1		Optional: Branding of City Water Program		Total Cost for Optional Task 2		Total (All Tasks)																																																																						
Project Manager	\$ 80	5	\$ 400	5	\$ 400	55	\$ 4,400	100	\$ 8,000	20	\$ 1,600	15	\$ 1,200	15	\$ 1,200	15	\$ 1,200	30	\$ 2,400	20	\$ 1,600	\$ 16,000																																																																				
Operations Manager	\$ 80	5	\$ 400	5	\$ 400	55	\$ 4,400		\$ -	15	\$ 1,200	15	\$ 1,200	15	\$ 1,200		\$ -					\$ 7,600																																																																				
Director of Marketing	\$ 80	15	\$ 1,200		\$ -	55	\$ 4,400		\$ -	15	\$ 1,200	30	\$ 2,400		\$ -		\$ -					\$ 9,200																																																																				
Graphic Designer	\$ 80	5	\$ 400	15	\$ 1,200	10	\$ 800		\$ -	5	\$ 400	20	\$ 1,600		\$ -		\$ -					\$ 4,400																																																																				
Media Director	\$ 80	60	\$ 4,800		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					\$ 4,800																																																																				
Total Hours per Task		90		25		175		100		55		80																																																																														
Labor Costs - Subtotal			\$ 7,200		\$ 2,000		\$ 14,000		\$ 8,000		\$ 4,400		\$ 6,400		\$ -		\$ -		\$ -		\$ -	\$ 42,000																																																																				
Materials or Other Non-Labor Cost (e.g. Equipment Rental)																																																																																										
Item / Category																					Total																																																																					
Printing and Postage - Pitch Kits/Memo			\$ 300			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 300																																																																					
Permits			\$ 600			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 600																																																																					
Film Crew			\$ 2,000			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 2,000																																																																					
Additional Film Equipment (Lighting, etc)			\$ 500			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 500																																																																					
Actors (if necessary)			\$ 3,000			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 3,000																																																																					
Music Rights			\$ 600			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 600																																																																					
Large Collapsible Displays			\$ -		\$ 1,500		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 1,500																																																																					
Photography			\$ -		\$ 640		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 640																																																																					
Permits			\$ -		\$ -		\$ 100		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 100																																																																					
Liability Insurance			\$ -		\$ -		\$ 700		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 700																																																																					
Tent Rental			\$ -		\$ -		\$ 3,000		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 3,000																																																																					
Table Rental			\$ -		\$ -		\$ 800		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 800																																																																					
Chair Rental			\$ -		\$ -		\$ 500		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 500																																																																					
Portable Bathroom(s) (if needed)			\$ -		\$ -		\$ 1,000		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 1,000																																																																					
Security (if needed)			\$ -		\$ -		\$ 900		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 900																																																																					
Janitorial - Post Event Cleaning			\$ -		\$ -		\$ 900		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 900																																																																					
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TOTAL			\$ 14,200		\$ 4,140		\$ 32,750		\$ 8,000		\$ 7,715		\$ 6,600		\$ -		\$ -		\$ -		\$ 73,405																																																																					





Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Approved by: Jim Thorsen, City Manager 

Date prepared: February 17, 2016 Meeting date: March 14, 2016

Subject: Renewal of General Services Agreement with the County of Los Angeles

RECOMMENDED ACTION: Adopt Resolution No. 16-12 authorizing the renewal of the General Services Agreement (GSA) between the City of Malibu and the County of Los Angeles for the period of July 1, 2016 through June 30, 2021.

FISCAL IMPACT: Rates for services provided under the GSA are determined by the County Auditor-Controller annually effective on July 1 of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors. Costs would only be incurred if and when the City requests the services. There is no regular fee charged with the implementation of this Agreement.

DISCUSSION: The County of Los Angeles (County) provides a number of miscellaneous public services on an as-needed basis through the execution of a GSA. These services include such functions as predatory animal control, prosecution of City ordinances, direct assessment collection and a variety of public works activities. The services covered by the GSA do not include ongoing services, such as law enforcement, public health code enforcement and animal care and control, which are provided by specific County departments and are covered by separate, specific service agreements.

The GSA between the City and the County is scheduled to expire on June 30, 2016. To ensure continuation of these services, the County has requested renewal of the GSA for a five-year period, commencing July 1, 2016 through June 30, 2021.

ATTACHMENTS:

1. Resolution No. 16-12
2. General Services Agreement between the City of Malibu and the County of Los Angeles

RESOLUTION NO. 16-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU AUTHORIZING A GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2021

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals

- A. The County of Los Angeles provides miscellaneous services to the City of Malibu on an "as needed basis" through the execution of a General Services Agreement.
- B. Rates for "as needed" services are determined by the County Auditor-Controller on an annual basis to be effective the first day of July of each year.
- C. "As needed" services shall be provided by the County of Los Angeles upon written request by the City of Malibu. Costs would only be incurred if and when the City requested the services.

SECTION 2. The agreement shall become effective on July 1, 2016 and remain in effect for a period of five years until June 30, 2021.

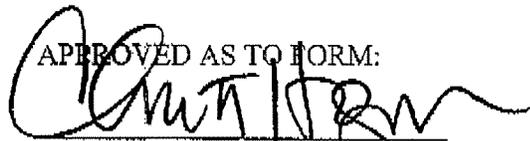
SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of March 2016.

LAURA ROSENTHAL, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:


CHRISTI HOGIN, City Attorney



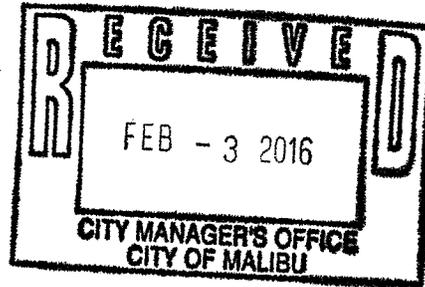
County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

SACHI A. HAMA
Chief Executive Officer

January 28, 2016

Mr. Jim Thorsen
City Manager
City of Malibu
23815 Stuart Ranch Road
Malibu, CA 90265



Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Mr. Thorsen:

RENEWAL OF GENERAL SERVICES AGREEMENT

The General Services Agreement (GSA) between your City and the County of Los Angeles will expire on June 30, 2016. To ensure continuation of the services you are currently receiving, and to offer you the ability to add or augment services in the future, we would like to work with your city to renew the existing agreement for a five-year period, commencing on July 1, 2016 through June 30, 2021.

General Services Agreements have been executed with most cities within the County. The GSA is general in nature and simply authorizes the County to provide services requested by your city. Services provided under the GSA consist of "as-needed" time-limited services such as predatory animal control, prosecution of city ordinances, direct assessment collection, and a variety of public works services. Ongoing services, such as law enforcement and public health code enforcement, are provided by the responsible County departments through Specific Service Agreements (SSAs). Any SSAs between your City and the County of Los Angeles are not affected by renewal of this GSA.

Four copies of the GSA are enclosed for your Council's approval. To allow sufficient time to approve renewal of your City's current GSA prior to its expiration, **please retain one copy for your records and return three original, signed copies, to include a certified copy of your Council's resolution, no later than Monday, April 25, 2016, to:**

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

Mr. Jim Thorsen
January 28, 2016
Page 2

Chief Executive Office
Intergovernmental and External Affairs
723 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attention: Patricia Carbajal

One original will be returned to you upon execution by the Board of Supervisors. If you have any questions or desire additional information, Ms. Carbajal may be reached at (213) 974-1327 or at pcarbajal@ceo.lacounty.gov.

We look forward to our continued association.

Sincerely,



Manuel Rivas, Jr., Director
Legislative Affairs and Intergovernmental Relations

MR:PC:lm

Enclosure

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2016, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Malibu, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County agent, officer or employee, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2021, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2021, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2021, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2016.

The City of Malibu,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____
Deputy

By _____
Chair, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer/Clerk
of the Board of Supervisors

APPROVED AS TO FORM:

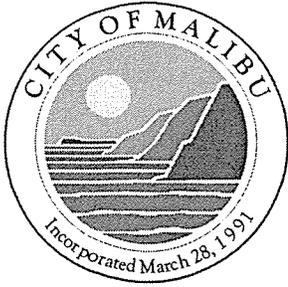

CHRISTI HOGIN, City Attorney

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy



Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Elizabeth Shavelson, Assistant to the City Manager *es*

Reviewed by: Robert Brager, Public Works Director/City Engineer

Approved by: Jim Thorsen, City Manager *JT*

Date prepared: February 29, 2016 Meeting date: March 14, 2016

Subject: Los Angeles County Measure R Transportation Funding Agreements

RECOMMENDED ACTION: 1) Authorize the City Manager to execute the Measure R Funding Agreement for the Civic Center Way Improvements Project (Attachment No. 1); and 2) Authorize the City Manager to execute any subsequent Measure R Funding Agreements.

FISCAL IMPACT: The Civic Center Way Improvements Project is included in the proposed Budget for Fiscal Year 2015-2016. A portion of the Measure R funds may also be used to reimburse City staff and overhead costs associated with the projects.

DISCUSSION: In November 2008, Los Angeles County voters approved Ballot Measure R, which provided a half-cent sales tax increase for Los Angeles County to finance new transportation projects and programs, and accelerate those already in the pipeline. Measure R commits a projected \$40 billion to traffic relief and transportation upgrades throughout Los Angeles County over the next 30 years. The tax took effect in July 2009, and the Los Angeles County Metropolitan Transportation Authority (LACMTA) is responsible for implementing Measure R and administering the funds.

Measure R allocated twenty percent of the projected budget for Highway Programs. The Las Virgenes/Malibu subregion was allocated approximately \$175 million for highway operational improvements projects in the cities of Agoura Hills, Calabasas, Hidden Hills, Malibu, and Westlake Village. The Las Virgenes/Malibu subregion's initial project list was approved by the Metro Board in March 2010 and the project list and funding has been revised periodically to reflect the current project priorities of the Las Virgenes-Malibu Council of Governments (LVMCG). The City of Malibu has been allocated approximately \$21 million for transportation related projects to date. These projects include completed

projects such as the Pacific Coast Highway (PCH) Bike Route Improvements Project, the PCH and Kanan Dume Intersection and Arrester Bed Improvements Project and the PCH at Big Rock Drive Intersection Improvements Project.

Upcoming Measure R funded projects include, but are not limited to:

- Civic Center Way Improvements
- PCH Traffic Signal Synchronization and Intersection Improvements from Topanga Canyon Boulevard to John Tyler Drive
- PCH Median Improvements from Webb Way to Puerco Canyon Road
- Regional Traffic Messaging Systems
- PCH Shoulder Improvements

It is projected that the City will receive a total of approximately \$26 million over the course of the 30-year tax measure based on a per capita distribution. In recognition of the needs of the Malibu PCH corridor and the surrounding areas, Councilmember Sibert, the City Council's LVMCG representative, and City staff have advocated for the City's transportation funds to be advanced in the earlier years of the program.

The Funding Agreement for the Civic Center Way Improvements Project is ready for execution by the City Manager and staff recommends that the Council authorize the City Manager to execute the agreement. The Funding Agreement is a standard document that is applied to all Measure R Highway Programs subregional projects that will allow the City to be reimbursed by the LACMTA for all related project costs.

Staff is currently working with LACMTA representatives to finalize Funding Agreements for other Measure R projects. By authorizing the City Manager to execute the attached Funding Agreement, and future Measure R Funding Agreements as they become available to staff, the City will streamline the agreement process and enable the City to implement the projects more quickly.

ATTACHMENTS: Measure R Funding Agreement for Civic Center Way Improvements Project

FTIP #: LA0G1287
 Subregion ID: LVMCOG

Project#: MR311.24
 FA# 92000000MR31124

MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM (General)

This Funding Agreement ("FA") is made and entered into effective as of January 02, 2016 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Malibu ("GRANTEE") for Civic Center Way Improvements, LACMTA Project ID# MR311.24 and FTIP# LA0G1287, (the "Project"). This Project is eligible for funding under Line 31 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund Design, Project Development, and Construction of the Project.

WHEREAS, the LACMTA Board, at its December 3, 2015 meeting, programmed \$ 3,000,000 in Measure R Funds to GRANTEE for project development, Design and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$ 3,000,000 in Measure R Funds in Fiscal Years (FYs) FY 2014-15; FY 2015-16; and FY 2016-17. The total designated for Project Development, Design and Construction of the Project is \$ 3,000,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Monthly Progress Report
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

FTIP #: LA0G1287
Subregion ID: LVMCOG

Project#: MR311.24
FA# 920000000MR31124

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

LACMTA:

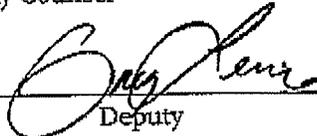
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 2/29/16

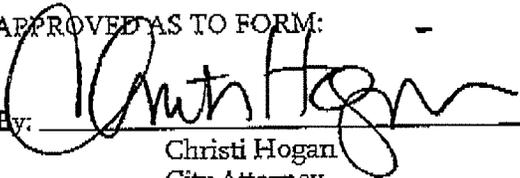
GRANTEE:

CITY OF MALIBU

By: _____
Jim Thorson
City Manager

Date: _____

APPROVED AS TO FORM:

By:  _____
Christi Hogan
City Attorney

Date: _____

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Civic Center Way Improvements – Design, Project Development, and Construction. LACMTA Project ID# MR311.24, FTIP# LA0G1287.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$ 3,000,000 (the "Fund") for the Project. LACMTA Board of Directors' action of December 3, 2015 granted the Measure R Funds for the Project. The Funds are programmed over three years for Fiscal Years (FYs) FY 2014-15, FY 2015-16, and FY 2016-17 only.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. Attachment A the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. Attachment B-1 is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Managing Executive Officer of Construction & Engineering in writing. If the LACMTA's Managing Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Managing Executive Officer of Construction & Engineering. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. Attachment C is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a

detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. Attachment D is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. Attachment E, the "FTIP PROJECT SHEET (PDF)", is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. GRANTEE shall comply with the "Special Grant Conditions" attached as Attachment G, if any.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-

material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Benkin Jong
LACMTA PROJECT MANAGER
MAIL STOP 99-22-9
PHONE (213) 922-3053
E-MAIL jongb@metro.net

13. GRANTEE's Address:

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Attention: Elizabeth Shavelson
E-MAIL: eshavelson@malibucity.org
PHONE: (310) 456-2489, Ext. 254

14. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds') to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment F to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MR311.24 and FA# FA920000000MR31124

Benkin Jong, Project Manager; Mail Stop 99-22-9.

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. GRANTEE staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Monthly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized

representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of

compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding

Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Expending Project Development costs by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and
- (iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (v) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (vi) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vii) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2019. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2020. All Funds programmed for FY 2016-17 are subject to lapse by June 30, 2021.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 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.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE'S failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 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 FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 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 GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its 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 risk 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 GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, 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 FA.

13.6 GRANTEE shall comply with and insure that work performed under this FA 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 Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE 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.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA 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.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 GRANTEE will advise LACMTA prior to any key Project staffing changes.

13.14 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.15 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE 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. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Project - FA # 920000000MR31124

Project Title: Civic Center Way Improvements Project# MR311.24

PROGRAMMED BUDGET - SOURCES OF FUNDS

(o's)

SOURCES OF FUNDS	Prior	FY2014-15	FY2015-16	FY2016-17	FY2019-20	Future	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS	\$0	\$150,000	\$2,100,000	\$750,000			\$3,000,000	100%
SUBTOTAL	\$0	\$150,000	\$2,100,000	\$750,000	\$0	\$0	\$ 3,000,000	
CFP FUNDS							\$0	0%
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LACMTA SUBTOTAL	\$0	\$150,000	\$2,100,000	\$750,000	\$0	\$0	\$ 3,000,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$0	0%
STATE:							\$0	0%
FEDERAL:							\$0	0%
PRIVATE OR OTHER:							\$0	0%
OTHER FUNDING SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
TOTAL PROJECT FUNDS	\$0	\$150,000	\$2,100,000	\$750,000	\$0	\$0	\$3,000,000	100%

**ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY**

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Project - FA # 920000000MR31124

Project Title: Civic Center Way Improvements Project# MR311.24

PROGRAMMED SOURCES OF FUNDS

(o's)											
SOURCES OF FUNDS	Prior Expenditures	FY 2015-16 Qtr 3	FY 2015-16 Qtr 4	FY 2016-17 Qtr 1	FY 2016-17 Qtr 2	FY 2016-17 Qtr 3	FY 2016-17 Qtr 4	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	Future	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:											
MEASURE R FUNDS:											
PAED	\$0	\$25,000	\$25,000	\$25,000						\$0	\$75,000
PS&E	\$0	\$62,500	\$62,500	\$62,500	\$62,500					\$0	\$250,000
RW Support	\$0	\$0	\$0	\$0						\$0	\$0
Const. Support (CM)	\$0	\$0	\$0	\$0	\$0	\$43,750	\$43,750	\$43,750	\$43,750	\$0	\$175,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$625,000	\$625,000	\$625,000	\$625,000	\$0	\$2,500,000
Total MEASURE R	\$0	\$87,500	\$87,500	\$87,500	\$62,500	\$668,750	\$668,750	\$668,750	\$668,750	\$0	\$3,000,000
PROP C 25%											
PAED											\$0
PS&E											\$0
RW Support											\$0
Const. Support											\$0
RW											\$0
Construction											\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	\$87,500	\$87,500	\$87,500	\$62,500	\$668,750	\$668,750	\$668,750	\$668,750	\$0	\$3,000,000
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUMMARY OF ALL FUNDS											
PAED	\$0	\$25,000	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
PS&E	\$0	\$62,500	\$62,500	\$62,500	\$62,500	\$0	\$0	\$0	\$0	\$0	\$250,000
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$0	\$0	\$43,750	\$43,750	\$43,750	\$43,750	\$0	\$175,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$625,000	\$625,000	\$625,000	\$625,000	\$0	\$2,500,000
TOTAL MILESTONES	\$0	\$87,500	\$87,500	\$87,500	\$62,500	\$668,750	\$668,750	\$668,750	\$668,750	\$0	\$3,000,000
SUM PROG LACMTA FUNDS	\$0	\$87,500	\$87,500	\$87,500	\$62,500	\$668,750	\$668,750	\$668,750	\$668,750	\$0	\$3,000,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$0	\$87,500	\$87,500	\$87,500	\$62,500	\$668,750	\$668,750	\$668,750	\$668,750	\$0	\$3,000,000
											\$3,000,000

**MEASURE R FUNDING PROGRAM
ATTACHMENT C
SCOPE OF WORK**

Civic Center Way Improvements

Project Limits: Along Civic Center Way between Malibu Canyon Road and Webb Way, a distance of approximately .7 miles; and
Along Webb Way between Civic Center Way and Pacific Coast Highway, a distance of approximately 400 feet

Nexus to

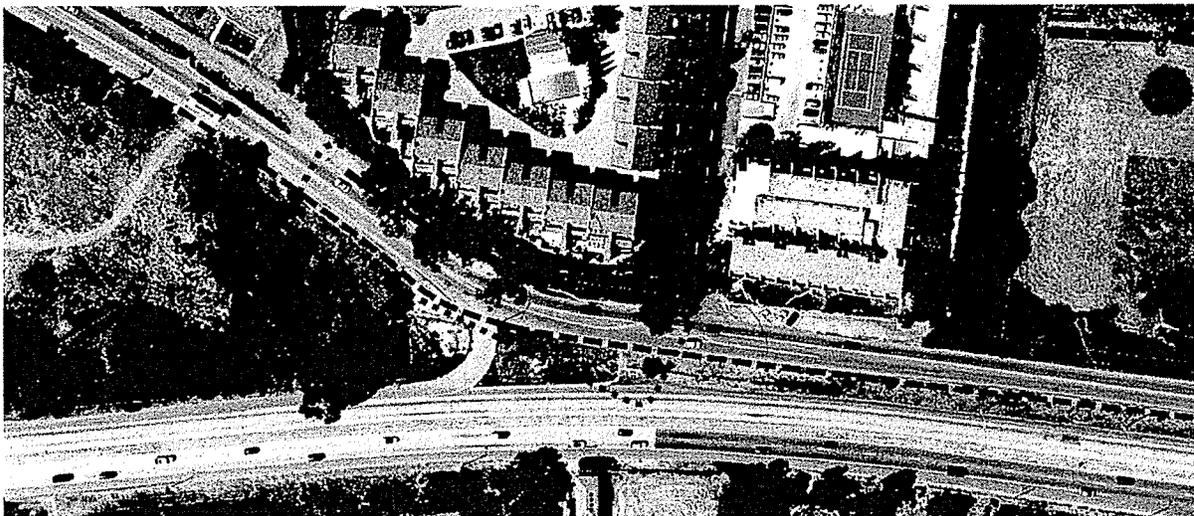
Operational Imps: Civic Center Way is classified as a collector road and it serves as a critical connection between Malibu Canyon Road and PCH/SR-1. Malibu Canyon Road is classified as a principal arterial roadway on the Federal Aide Route and it is the only principal arterial road connecting Pacific Coast Highway (PCH/SR-1) with the San Fernando Valley (SFV) and the US 101-freeway in the City of Malibu. Many commuters, visitors and residents use Civic Center Way when traveling to and from Malibu and the SFV via Malibu Canyon Road. The section of Civic Center Way between Malibu Canyon Road and Webb Way serves as a critical by-pass to the intersection of PCH/SR-1 and Malibu Canyon Road.

This project is intended to improve the roadway for all modes of travel by improving the curvature of the roadway, expanding the roadway and providing a pedestrian facility. The existing curvature of the roadway causes traffic conflicts which this project aims to reduce through recontouring and widening the roadway. The new sidewalk will connect several major activity centers in the Malibu Civic Center area including: Malibu Bluffs Park, Pepperdine University, Malibu City Hall, Malibu Library and the planned Santa Monica College satellite campus. The installation of a sidewalk will separate pedestrians from the flow of traffic and improve pedestrian safety. Together these improvements would serve to improve traffic flow, promote active transportation, reduce incident delay and reduce congestion at the Malibu Canyon Road and PCH-SR-1 intersection.

Project Location



Detail Section



Reduce vertical curve by approximately 5'



Install Sidewalk from Malibu Canyon Road through Webb Way: minimum width 5' minor retaining walls may be required in some sections

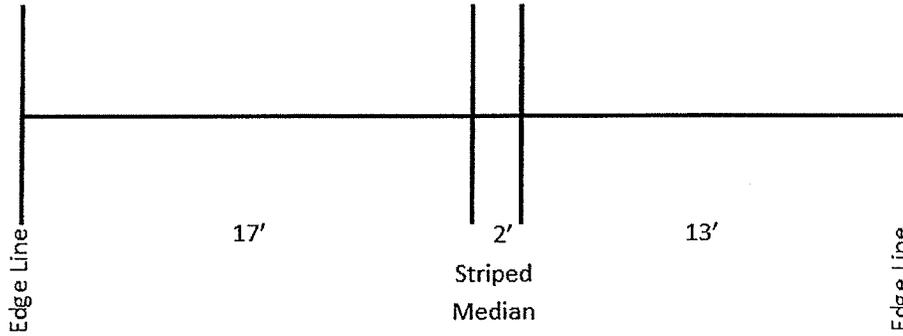


Widen roadway by approximately 5' minor retaining wall may be required

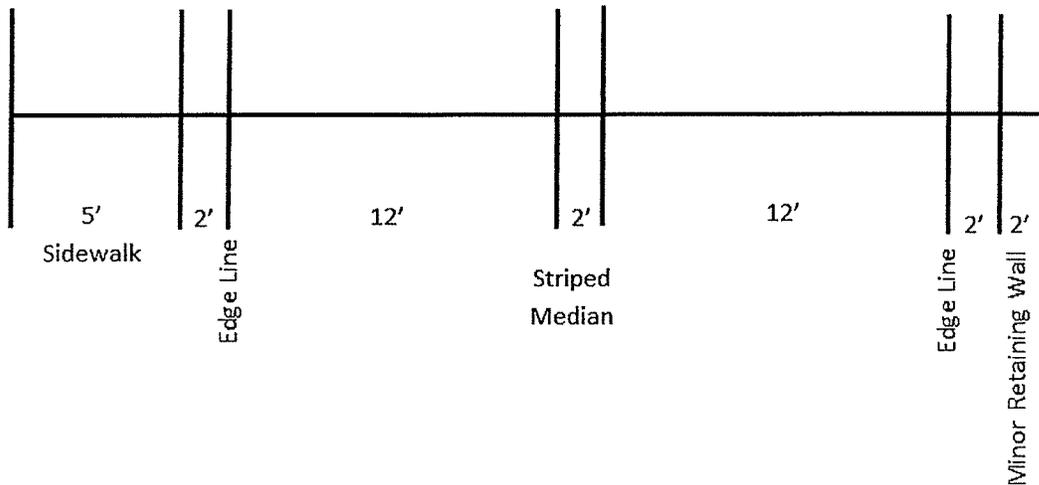
Other work may include extending the left turn lane, median improvements and striping changes

The Existing Cross-Section of the Detail Section varies in width from 30 feet to 36 feet.

Typical Existing Cross-Section:



Proposed Cross-Section:



BUDGET:

COMPONENT	TOTAL AMT.
PA/ED	75,000
PS & E	250,000
Con. Support	175,000
Con. Capital	2,500,000
Total Budget	\$3,000,000

All project components include costs associated with direct and indirect expenses related to City personnel, office supplies, and equipment to be reimbursed to the City.

SCOPE:

In general, the Civic Center Way Improvements Project ("project") consists of improvements along Civic Center Way between Malibu Canyon Road and Webb Way and along Webb Way between Civic Center Way and Pacific Coast Highway/State Route 1. The project will include but is not limited to demolition and earthwork to improve the existing horizontal and vertical curves and widen the roadway, installation of minor retaining walls, installation of sidewalk, installation of landscaping and shade trees, reconfiguration of turn lanes, asphalt concrete overlay, concrete work, concrete curb and gutter, storm water conveyance, traffic striping and signage, and associated utility work. The current roadway varies from approximately 30 feet to 68 feet. All new travel and turn lanes will be a minimum of 12 feet and sidewalks will be a minimum of 5 feet. A stormwater pollution prevention plan and traffic control plan will be prepared and implemented for the project.

PA/ED

The City shall contract with a consultant for environmental analysis and permitting services, design services and design services during construction for the project. City staff shall perform project management and oversight.

I. Environmental Analysis – Environmental Clearance and Coastal Development Permit as Final Work Product

City and Consultant to perform the following tasks:

- A.** Define a complete and detailed project description.
- B.** Conduct technical analysis as required for the project.
- C.** Conduct archeological or other studies as required for the project.
- D.** Prepare environmental documents consistent with CEQA Guidelines for review and approval by the City following completion of appropriate technical analysis and studies.
- E.** Prepare the Coastal Development Permit Application.
- F.** Prepare technical analysis or studies for the Coastal Development Permit and all other applicable permits as necessary.
- G.** Make presentations to regulatory agencies as necessary.

DESIGN

The consultant will provide design services and City staff will perform project management and oversight.

I. Preliminary Design – “Design Memo and Renderings” as Final Work Product

City and Consultant to perform the following tasks:

- A. Conduct field investigations to analyze the existing conditions and identify design issues. Record existing site conditions in drawings, photographs and/or video.
- B. Examine and review all Right-of-Way maps, Parcel Maps, As-Built drawings and all other existing documents as appropriate.
- C. Research, review and understand City of Malibu Local Coastal Program and City of Malibu General Plan.
- D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project.
- E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- F. Prepare and submit a “Design Memo” detailing the proposed project improvements and the supporting engineering analysis.
- G. Prepare and submit a Preliminary Engineer’s Construction Cost Estimate for all recommended improvements identified in the “Design Memo.”
- H. Prepare rendering of recommended improvements identified in the “Design Memo.”

II. Final Design – Plans, Specifications and Estimates as Final Work Product

Consultant to perform the following tasks:

- A. Design the roadway and sidewalk improvements based on the City reviewed “Design Memo.”
- B. Prepare civil plans for the improvements, consistent with City format.
- C. Submittal of plan set shall be delivered at 90% complete and final. Submittals at 90% and final levels of plans and specifications shall be submitted in hard copy and electronic formats.
- D. Assist the City and conduct a Public Meeting at 90% submittal by preparing exhibits and attending workshop and be prepared to present the proposed project and discuss concerns of the residents, property owners and other stakeholders.
- E. Prepare technical construction specifications consistent with City format (SSPWC “Greenbook” and CSI Format, most recent editions).
- F. Submittal of specifications shall be delivered to the City at 90% complete and final in hard copy and electronic formats.
- G. Prepare an Engineer’s Construction Cost Estimate based on the itemized quantity take-off from the contract documents.

- H. Submittal of the Engineer's Construction Cost Estimate shall be delivered to the City at 90% complete and final in hard copy and electronic formats.
- I. Prepare a Stormwater Pollution Prevention Plan that satisfies the requirements of the City's stormwater program and all other applicable regulatory agencies.
- J. Prepare a traffic control plan that satisfies the requirements of the City.

III. Project Coordination - Preparation of Periodic Updated Schedule, Deliverables and Meetings

Consultant to perform the following tasks:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City shall include but are not be limited to: Project Kick-off Meeting, presentation of "Design Memo", progress meetings and preparation for the Public Meetings at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to the original schedule occur or as needed based on the needs of the project.

IV. Project Management

City to perform the following tasks:

- A. Coordinate and oversee environment analysis, permitting and design.

CONSTRUCTION

The City will contract for construction management services for the project through the Request For Proposal process. City staff will provide construction management oversight. The City will award a low-bid contract for construction. The following tasks shall be performed:

I. Construction Management

Consultant to perform the following tasks:

- A. The Construction Manager will provide contract administration and construction management as well as materials testing and inspection.
- B. The Construction Manager shall meet with the City and Design Consultant to perform work as needed to accomplish Project tasks including but is not limited to: Pre-Bid Meeting, Pre-Construction Meeting, progress meetings and the review and preparation of

response to RFIs, progress payment requests, submittals, shop drawings and change orders.

II. Design Services During Construction – Responses to RFIs, RFCs, Progress Payment Requests, Review of Submittals, Shop Drawings and Change Orders

Consultant to perform the following tasks:

- A. The Design Consultant shall meet with the City and the Construction Manager and perform work as needed to accomplish Project tasks including but is not limited to: Pre-Bid Meeting, Pre-Construction Meeting, progress meetings and the review and preparation of responses to RFIs, RFCs, progress payment requests, submittals, shop drawings and change orders.

III. Construction Contract

Contractor will perform the following tasks:

- A. Construct project in accordance with the plans and specifications.

IV. Project Management

City to perform the following tasks:

- A. Coordinate and oversee construction, construction management, and design services during construction.

MILESTONES:

<u>Milestone</u>	<u>Estimated Timeframe</u>
(a) Begin Design	February 2016
(b) Environmental Analysis and Permitting	February – July 2016
(c) Public Bid for Construction	October 2016
(d) Award Construction Contract	December 2016
(e) Construction	January – December 2017

FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE: CIVIC CENTER WAY IMPROVEMENTS
 MONTHLY PROGRESS REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET
 or submit by mail to:
 Los Angeles County Metropolitan Transportation Authority
 Accounts Payable
 P. O. Box 512296
 Los Angeles, California 90051-0296
 after the close of each month. Please note that letters or other forms
 of documentation may not be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

MONTHLY REPORT SUBMITTED FOR: Month: _____ Year: _____

DATE SUBMITTED: _____

LACMTA Project Manager	Name:	_____
	Phone Number:	_____
	e-mail:	_____
GRANTEE Contact / Project Manager	Contact Name:	_____
	Job Title:	_____
	Department:	_____
	City / Agency:	_____
	Mailing Address:	_____
	Phone Number:	_____
	e-mail:	_____

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE: CIVIC CENTER WAY IMPROVEMENTS
 MONTHLY PROGRESS REPORT

SECTION 3: MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA S

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
SOLICITATION (BID/PROPOSAL)									
Develop Solicitation Package									
Solicitation Response									
Evaluations									
Selection									
Board Approval									
Contract Award									
Fully Executed Contract									
PLANNING									
Prepare Concept Report									
Prepare Feasibility Study									
Prepare Project Study Report									
Intelligent Transportation									
Feasibility Study									
Concept Exploration									
OTHER: (Please specify)									
Preliminary Design									
Prepare Detailed Design Plans									
Prepare Detailed Construction									
Prepare Project Cost Estimate									
Intelligent Transportation									
Concept of Operations									
System Requirements									
High Level Design									
PA&ED									
Prepare Environmental									
Scoping									
Technical Studies									
Draft Environmental									
Final Environmental									
Community Outreach									
Secure Project Approval									
Intelligent Transportation									
Categorical Exemption									
OTHER: (Please specify)									
PS&E									
35% PS&E									
Preliminary Investigations									
Preliminary Foundation									
Geometric Drawings									
Bridge Type Selection									
ADL Review									
Utilities									
Right-of-Way									
Estimating									
Civic Design									
Structural Design									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Project Review & Comments									
65% PS&E									
Civil Design Plans									
Right-of-Way Engineering									
Structural Design									
Prepare Project Cost									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Project Review & Comments									

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE: CIVIC CENTER WAY IMPROVEMENTS
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
95% PS&E									
Civil Design Plans									
Structural Design									
Intelligent Transportation									
Detailed Design									
ITS Drawings									
System Plans									
Communications Plans									
Systems Integrations Plans									
Equipment Specifications									
Software Specifications									
Submittals & Reviews									
Submit Final PS&E									
Outside Agency Review									
OTHER: (Please specify)									
ROW									
Certification/Mapping									
Title Report									
Meet with Property Owners									
Appraisal									
Environmental Investigation									
Closing/Acquisition/Relocation									
Physical Possession									
Remediation									
Third Party Coordination									
UTILITY RELOCATION									
Third Party Coordination									
Design Utilities									
Relocate Utilities									
OTHER: (Please specify)									

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE: CIVIC CENTER WAY IMPROVEMENTS
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d
CONSTRUCTION									
Solicitation (Bid/Proposal)									
Develop Solicitation Package									
Solicitation Response									
Evaluations									
Selection									
Board Approval Process									
Contract Award									
Fully Executed Contract									
Excavation									
Clear/Grub									
Survey									
Sample Borings									
Grading									
Compaction									
Drainage									
Environmental									
Hazardous Materials Handling									
Archaeological									
Air Quality Monitoring									
Concrete									
Form Work									
Rebar Placement									
Imbeds									
Testing									
Finishing									
Traffic Control									
TMP									
Structural									
False Work									
Iron Placement									
Pole Placement									
Utilities									
DWP									
SCE									
LADOT									
Materials									
Long-Lead Equipment									
Staging									
Material Lay Down Area									
Signage									
Electrical									
Power U/G Communications									
A/G Testing/Acceptance									
Landscape									
Clearing									
Planting									
Plant Establishment									
Irrigation									
Testing									
Change Orders									
P.O. Processing Time									
Weather									
Third Party Issues									
Strike Labor Walk Outs									
Force Majeure									
Claims									
Intelligent Transportation System									
Hardware / Software									
Equipment Installations									
Software Development									
Systems Integration									
Device Testing									
Subsystem Verification									
System Verification									
Final Systems Acceptance									
OTHER: (Please specify)									

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE: CIVIC CENTER WAY IMPROVEMENTS
 MONTHLY PROGRESS REPORT

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one):

- Ahead of original FA schedule Less than 12 months behind original schedule
 On schedule per original FA schedule More than 24 months behind original schedule
 Between 12-24 months behind original schedule

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this month). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous months, please indicated by writing "Same as Previous Month"

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget g	LACMTA Approved Changes h	Current Approved Budget i=g+h	Expenditures to Date j	Estimate At Completion k	Cost Variance l=k-i	Cost Variance	Percent Completed By Dollar Amount
PLANNING								
PA&ED								
PS&E								
ROW Support								
ROW								
CONSTRUCTION Support								
CONSTRUCTION								

7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies	Action	Outcome
Environmental					
Planning					
Design					
ROW					
Construction					
Bid/Award					
Third Party					

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature _____

Date _____

**LACMTA FA MEASURE R ATTACHMENT D-2
 QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000MR
Quarterly Report #	

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
 ACCOUNTSPAYABLE@METRO.NET**

or submit by mail to:
 Los Angeles County Metropolitan Transportation Authority
 Accounts Payable
 P. O. Box 512296
 Los Angeles, California 90051-0296
 after the close of each quarter, but no later than November 30, February 28,
May 31 and August 31. Please note that letters or other forms
 of documentation may not be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

LACMTA Measure R Grant \$	
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2014-2015 2015-2016 2016-2017
 2017-2018 2018-2019 2019-2020

Quarter : Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

RSTI Pedestrian Signal Synchronization
 TDM Bicycle Goods Movement
 Transit

LACMTA Project Manager	Name:	_____
	Phone Number:	_____
	E-mail:	_____

Project Sponsor Contact / Project Manager	Contact Name:	_____
	Job Title:	_____
	Department:	_____
	City / Agency:	_____
	Mailing Address:	_____
	Phone Number:	_____
	E-mail:	_____

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and recalculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
 Less than 12 months behind original schedule
 Between 12-24 months behind original schedule
 More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
 No
 Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
 No
 Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

- LACMTA will make all disbursements electronically unless an exception is requested in writing.
- ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
- ACH Request Forms can be found at www.metro.net/callforprojects.
- Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

**Los Angeles Metropolitan Transportation Authority
2015 Federal Transportation Improvement Program (\$000)**

TIP ID LA0G1287 **Implementing Agency Malibu, City of**

Project Description: This project is intended to improve Civic Center Way for all modes of travel by improving the curvature of the roadway, expanding the roadway, and installing a pedestrian facility.

SCAG RTP Project #:
Study: N/A Is Model: Model #:
PM: Robert Brager - (310) 456-2489
Email: bbrager@malibucity.org
LS: N LS GROUP#:
Conformity Category:

System : Local Hwy Route : Postmile: Distance: Phase: No Project Activity Completion Date 06/01/2017

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 07/01/2016

Toll Rate: Toll Calc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region:
CTIPS ID: EA #: PPNO:

Program Code: NCRH4 - CURVE CORRECTION/IMPROVEMENT ALIGNMENT Stop Loc:

	PHASE	PRIOR	14/15	15/16	16/17	17/18	18/19	19/20	BEYOND	PROG TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
MR20H - Measure R 20% Highway	PE		\$150	\$150	\$0					\$300
	RW		\$0	\$0	\$0					\$0
	CON		\$0	\$1,950	\$750					\$2,700
	SUBTOTAL									
			\$150	\$2,100	\$750					\$3,000
TOTAL PE: \$300			TOTAL RW: \$0			TOTAL CON: \$2,700				

- General Comment: This is a new project.

- Modeling Comment:

- TCM Comment:

- Narrative: Now Project

MR20H:

▶ Add funds in 14/15 in ENG for \$150

▶ Add funds in 15/16 in ENG for \$150, CON for \$1,950

▶ Add funds in 16/17 in CON for \$750

Total project cost \$3,000

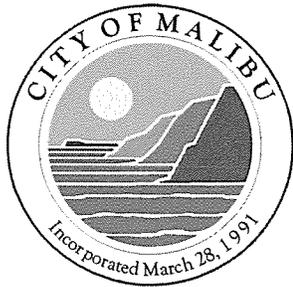
Last Revised Amendment 15-15 - Submitted Change reason: New project Total Cost **\$3,000**

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.



Council Agenda Report

City Council Meeting
03-14-16

**Item
4.A.**

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Christopher M. Deleau, Planning Manager *CD*

Reviewed by: Bonnie Blue, Planning Director *BB*

Approved by: Jim Thorsen, City Manager *JT*

Date prepared: March 3, 2016 Meeting date: March 14, 2016

Subject: Parking Lot Safety Standards

RECOMMENDED ACTION: 1) After the City Attorney reads the title, introduce on first reading Ordinance No. 403 (Attachment 1) adding Section 17.48.070 (Parking Lot Safety Standards) to Malibu Municipal Code Title 17 (Zoning) to establish development standards for new and existing parking lots citywide, determining Zoning Text Amendment No. 15-004 to be categorically exempt from the California Environmental Quality Act; and 2) Direct staff to schedule second reading and adoption of Ordinance No. 403 for the March 28, 2016 Adjourned Regular City Council meeting.

FISCAL IMPACT: None.

DISCUSSION: In an effort to improve parking lot safety and specifically protect outdoor pedestrian seating areas against vehicle crashes, parking lot safety standards are presented for Council's consideration. The proposed ordinance is a result of input from the Public Safety Commission, the Zoning Ordinance Revision and Code Enforcement Subcommittee (ZORACES), and the Planning Commission and will enhance parking lot safety. Staff is recommending the Council consider an ordinance to make vehicle impact protection devices (VIPDs) required for all head-in parking spaces adjacent to outdoor pedestrian seating areas where the parking lot serves a commercial use. This report evaluates the issues involved in developing an ordinance to address vehicle crashes into outdoor pedestrian seating areas and other parking lot safety issues. This report also presents the Planning Commission's findings and recommendations as contained in Planning Commission Resolution No. 16-13.

Legislative Review

On May 11, 2015, Mayor Pro Tem La Monte requested the Public Safety Commission review parking lot safety standards for parking areas adjacent to outdoor seating. The request was due to concern from an Artesia incident where a vehicle drove into a crowded outdoor seating area. This type of accident occurs throughout the United States.

On July 1, 2015, the Public Safety Commission recommended the City Council adopt an ordinance establishing parking lot safety standards for parking areas with adjacent outdoor seating similar to the ordinance adopted by the City of Artesia (Attachment 2).

On November 9, 2015, the City Council adopted Resolution No. 15-67 initiating the Zoning Text Amendment No. 15-004 to establish parking lot safety standards.

On December 14, 2015, ZORACES provided recommendations to staff to prepare an ordinance that, at a minimum, accomplishes the following goals and objectives: 1) parking areas adjacent to outdoor pedestrian seating areas should be within the scope of what would be regulated; 2) all parking spaces, existing and proposed, that are adjacent to outdoor pedestrian seating areas, shall provide vehicle impact protection devices in order to prevent automobiles from encroaching into these pedestrian areas; 3) all approved vehicle impact protection devices should meet the American Society for Testing and Materials (ASTM) F3016 performance standard for low-speed crash impact protection; 4) the ordinance should be drafted so that property owners may have discretion as to what type of protective devices might be employed so long as the device manufacturer or the applicant's structural engineer and the City can confirm that the ASTM performance standard can be met; and 5) the ordinance should apply to existing as well as proposed parking lots and should have a time schedule providing owners of existing parking lots ample time to bring their properties into conformance with the provisions of this ordinance.

On February 1, 2016, the Planning Commission considered and recommended approval of the proposed ordinance to make VIPDs required for all head-in parking spaces adjacent to outdoor pedestrian seating areas where the parking lot serves a commercial use. In addition, the Planning Commission recommended the City Council consider the following:

1. Including a requirement for VIPDs to be added where driveways run perpendicular to and terminate adjacent to outdoor pedestrian seating areas;
2. Direct Code Enforcement to prioritize enforcement of regulations for illegal signs that are present adjacent to seating areas that do not have sufficient support to withstand impact and which may pose a safety hazard; and

3. Upon adoption of an ordinance, direct the Public Safety Commission to study other safety issues regarding vehicle-into-building accidents and other pedestrian areas at risk.

Research and Findings

1. Health and Safety Issues Presented – Regulatory Purpose

Chapter 5 of the City’s General Plan contains the City’s Safety and Health goals, objectives, policies and implementation measures. Goal 5.3.1(S) of the General Plan states that it is the goal of the City of Malibu to ensure that Malibu is “A Community that is free from all avoidable risks to safety, health and welfare from natural and man-made hazards.” Implementation Measure 64 requires the City to adopt measures intended to “Respond to all proposed development actions in the planning area which may endanger the health and safety of the City’s residents.” In consideration of the accident data and research provided below, the proposed ordinance has been prepared to further these General Plan provisions.

A. Nationwide Storefront Crash Data and Research Findings

Research on storefront crashes is included as Attachment 3 and a compilation of news articles is included as Attachment 4. Recent studies show that as many as 500 deaths and over 3,600 injuries per year occur in the United States as a result of vehicles crashing into outdoor dining and pedestrian areas, the interior of retail stores and other facilities.

Statistics show that most of these accidents are caused by pedal or other driver error and most often occur when a driver is entering or leaving a parking space or proceeding down a parking lot drive aisle facing a building or pedestrian area. Studies have also found that standard parking lot wheel stops and raised sidewalks are not, by themselves, sufficient to stop the force of a moving vehicle.

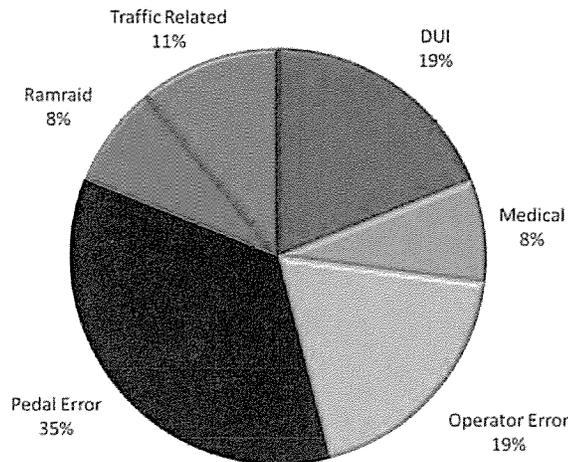
2. Identifying the Problem and Targeting Effective Regulatory Goals

A. Storefront Accidents, Past Practices, and the Evolution of New Safety Standards

Unintended loss of control or “pedal error” accidents that result in storefront accidents or vehicle-into-building crashes often occur in pedestrian, shopping or seating areas adjacent to parking lots.

Experts studying this issue have concluded that bollards and other barrier devices should be comprised of carbon steel or other suitable material and engineered with deepened footings to provide protection against a 30 mile per hour impact by a 5,000 pound vehicle. Barriers and devices that can achieve this impact resistance level are thought to be

Figure 1¹
INCIDENTS BY SPECIFIED CAUSE



Storefront Safety Council © 2015

sufficient to protect against most vehicle-into-building accidents. These findings formed the basis for the uniform testing standard adopted by the ASTM International for low-speed rated VIPDs. ASTM recently adopted testing Standard ASTM F3016 (Attachment 5) establishing a uniform testing protocol for bollards and other impact barriers to assure that these barriers can withstand forces created during low-speed vehicle impacts such as a 5,000 pound vehicle impacting a barrier at speeds up to but not greater than 30 miles per hour. Some bollard manufacturers have already tested their products for compliance with this standard while others are currently in the process of completing this testing on their products.

SUGGESTED AMENDMENTS: Zoning Text Amendment No. 15-004 proposes to add Section 17.48.070 to the MMC. The proposed ordinance is consistent with the General Plan and all other provisions of the MMC and therefore no other amendments are necessary or proposed. The MMC does not currently have any development standards which expressly address parking lot safety. Consistent with the recommendations of the Public Safety Commission, ZORACES, and Planning Commission, Ordinance No. 403 has been prepared to establish minimum parking lot safety standards for parking lots serving commercial uses with head-in parking spaces adjacent to outdoor pedestrian seating areas citywide.

A. Scope of Regulation: Types of Businesses and Facilities Required to Have VIPDs

¹ “Ramraid” is defined in Wikipedia as a variation on burglary in which a van, SUV, car, or other heavy vehicle is driven through the windows or doors of a closed shop, usually a department store or jeweler’s shop, to allow the perpetrators to loot it.

The City Council's direction was to prepare a parking lot safety ordinance similar to that of the City of Artesia. Artesia's ordinance focuses on commercial head-in parking spaces adjacent to outdoor pedestrian seating areas.

The Planning Commission recommended that the Council approve the ZTA and consider modifying it to require VIPDs at the terminus of any drive aisle where that terminus is adjacent to outdoor pedestrian seating areas. These recommendations are more formally recited and contained within Planning Commission Resolution No. 16-13. If the Council desires to modify the proposed ordinance to require VIPDS at the terminus of drive aisles adjacent to outdoor seating areas, staff can provide appropriate language to modify the ordinance.

B. Level of Crash Resistance/Performance Standard to be Achieved

Staff consulted with the Storefront Safety Council (SSC) which recommended that Malibu's bollards or impact barriers be engineered to comply with ASTM F3016 (Attachment 5) as discussed previously in this report. The SSC advised that most of these storefront crashes occur at impact speeds between 10 and 15 miles per hour and that a 30 mile per hour impact rating would provide sufficient safety protection under most conditions and at most locations. For this reason, staff recommends this performance standard in MMC Section 17.40.070(E) of the proposed ordinance.

C. Types of VIPDs to be Used and Aesthetic Considerations

Staff proposes to limit the use of VIPDs to parking lot spaces adjacent to outdoor seating areas. Limiting the area to be regulated to commercial properties with outdoor pedestrian seating areas does much to avoid negative visual impacts and the creation of an urban or suburban feel (the "forest of bollards" effect). The ordinance has been prepared with several options that provide design flexibility (bollards, barriers or combinations of both) to further avoid negative visual impacts; this provides property owners a wide range of design options for implementation while still meeting the safety goals of the General Plan.

D. Cost of Devices

It is estimated that an ASTM F3016 rated bollard will cost between \$1,000 and \$1,500 per bollard. Cost will vary depending upon design.

E. Applicability to New and Existing Commercial Parking Lots and Compliance Period

Staff considered applying the ordinance to new development only. However, given the limited amount of new commercial development that occurs in the City, it was determined that the standards would not achieve the desired effect. Like Artesia's ordinance, the proposed ordinance is designed to apply to new and existing commercial parking lots in

order to address important and immediate health and safety issues. Staff recommends that existing commercial property owners be provided 24 months to plan for, permit and install the requisite VIPDs or otherwise comply with the provisions of the ordinance. The proposed compliance period is included in MMC Section 17.48.070(J). The proposed ordinance also allows property owners to request an extension of this period if exceptional circumstances exist.

The City may enact retroactive ordinances under its police power, even when vested rights are involved, when it is reasonably necessary to protect the health, safety, morals and general welfare of the people. The City must tread carefully though and consider the purpose and effect of a retroactive ordinance to avoid violating the due process rights of individuals. Determining whether a retroactive ordinance violates due process by impairing vested rights requires weighing several factors including: 1) the significance of the interest served by the ordinance; 2) the importance of retroactive application of the ordinance to it being effective; 3) the extent of reliance on the former state of the law by individuals; 4) the legitimacy of that reliance; and 5) the extent to which the retroactive application of the new ordinance would disrupt those actions.

The proposed ordinance balances these considerations by limiting the financial burden on property owners and granting them time to budget for the installation of VIPDs. Given these mitigating measures related to implementation, the dangerous safety issues involved, and the need for retroactive action, retroactive application is appropriate here.

SUMMARY: Staff recommends that the City Council introduce on first reading Ordinance No. 403 adding MMC Section 17.48.070 to the MMC Title 17 (Zoning) to establish parking lot safety standards citywide for new and existing parking lots; and 2) Direct staff to schedule second reading and adoption of Ordinance No. 403 for the March 28, 2016 Adjourned Regular City Council meeting.

ATTACHMENTS:

1. Ordinance No. 403
2. Artesia Ordinance No. 15-817
3. Storefront Crash Study and Research Findings
4. Storefront Crash News Articles
5. ASTM F3016
6. Photographs of Local Outdoor Pedestrian Seating Areas
7. Notice of Public Hearing

ORDINANCE NO. 403

AN ORDINANCE OF THE CITY OF MALIBU ADDING SECTION 17.48.070 (PARKING LOT SAFETY STANDARDS) TO MALIBU MUNICIPAL CODE TITLE 17 (ZONING) TO ESTABLISH DEVELOPMENT STANDARDS FOR NEW AND EXISTING PARKING LOTS CITYWIDE; DETERMINING ZONING TEXT AMENDMENT NO. 15-004 TO BE CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does hereby ordain as follows:

SECTION 1. Recitals.

- A. A recent study conducted by the Texas A&M Traffic Safety Institute and the Storefront Safety Council shows that as many as 500 deaths and over 3,600 injuries per year occur in the United States as a result of vehicles crashing into outdoor dining and pedestrian areas and into the interior of retail stores and other facilities. This study demonstrates that as many as 60 vehicle-into-building crashes occur each day in the United States with 10 percent of all storefront crashes occurring in California.
- B. Experts in vehicle-into-building crashes indicate that standard parking lot wheel stops and raised sidewalks are not sufficient, by themselves, to stop the force of a vehicle in such pedal error accidents and that other design standards and devices are needed to protect pedestrians, shoppers and customers.
- C. Many of these accidents, injuries and deaths are preventable if parking lots are designed and built with vehicle impact protection devices (VIPDs) to prevent vehicles from driving into pedestrian walking and seating areas and into adjacent stores, restaurants and other buildings.
- D. Building codes already have design standards to protect gas meters, fire hydrants, electrical switching equipment, trash enclosures and other equipment from vehicle crashes but have yet to establish and impose appropriate standards for protection of pedestrians, shoppers and customers of retail shops, restaurants and other establishments.
- E. The Malibu Municipal Code (MMC) does not currently contain development standards requiring the use of bollards, posts, barriers, or other VIPDs in commercial parking lots, which VIPDs would provide for a safer separation between vehicles and pedestrians thereby reducing the potential for harm to pedestrians or damage to property from storefront crashes.
- F. The proposed zoning text amendment (ZTA) would implement Section 5.3.1 of the General Plan furthering the first goal of the Safety and Health Element, that Malibu be “A community that is free from all avoidable risks to safety, health and welfare from natural and man-made hazards.” The ZTA is also consistent with Implementation Measure 64 of the General Plan Safety and Health Element which states that the City shall “Respond to all proposed development actions in the Planning Area which may endanger the health and safety of the City’s residents.”

- G. The City Council, Planning Commission, Zoning Ordinance Revision and Code Enforcement Subcommittee and the City of Malibu Public Safety Commission have reviewed expert studies and have identified storefront crashes and injuries as a significant public safety concern warranting the establishment of development standards designed to minimize the potential risk of harm associated with these accidents.
- H. On July 1, 2015, the City of Malibu Public Safety Commission recommended the City Council adopt an ordinance establishing parking lot safety standards for commercial parking areas with adjacent outdoor seating similar to the City of Artesia.
- I. On November 9, 2015, the City Council adopted Resolution No. 15-67 initiating Zoning Text Amendment No. 15-004 to amend MMC Title 17 (Zoning) to establish parking lot safety standards.
- J. On December 14, 2015, the Zoning Ordinance Revision and Code Enforcement Subcommittee considered the proposed amendments to the MMC and provided recommendations.
- K. On January 7, 2016, a Notice of Planning Commission Public Hearing was published in a newspaper of general circulation within the City of Malibu and was mailed to all interested parties.
- L. On February 1, 2016, the City of Malibu Planning Commission held a duly noticed public hearing on ZTA No. 15-004, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record, and adopted Planning Commission Resolution No. 16-13 recommending the City Council adopt the ZTA as modified and contained in.
- M. On February 18, 2016, a Notice of City Council Public Hearing was published in a newspaper of general circulation within the City of Malibu and mailed to all interested parties.

SECTION 2. Amendments.

MMC Section 17.48.070 (Parking Lot Safety Standards) is hereby added to MMC Chapter 17.48 to read as follows:

17.48.070. Parking Lot Safety Standards.

A. Definitions. Notwithstanding the provisions of Section 17.02.060 of this title, for the purposes of this chapter, the following words and phrases are defined as follows:

“Adjacent” means lying within seventy-five (75) feet of a specified object or location.

“Barrier” means an object, natural or man-made, other than a bollard, which is used to obstruct the passage of motor vehicles and separate pedestrian and vehicular traffic.

“Bollard” means a vertical post designed and used to obstruct the passage of motor vehicles and separate pedestrian and vehicular traffic.

“Outdoor pedestrian seating area” means any area where outdoor seating for dining, resting, or other purposes of congregation, is provided for shopping center or other employees or patrons. Outdoor pedestrian seating areas shall include, but not be limited to, areas such as fountains, concrete benches, or sculptures which may not be intended for outdoor seating purposes but which are or foreseeably may be utilized for purposes of seating or congregation.

“Vehicle impact protection device” means a device that is designed, engineered, and sited so as to effectively separate areas of pedestrian and vehicular travel and prevent automobiles from encroaching into areas which are solely intended for pedestrian use and travel; vehicle impact protection devices shall be comprised of bollards or barriers.

B. Vehicle Impact Protection Devices Required. Vehicle impact protection devices shall be required for parking spaces that are angled between thirty (30) to ninety (90) degrees relative to any outdoor pedestrian seating area that is adjacent to the head of the parking space; the requirement to install vehicle impact protection devices shall apply to all commercial uses.

C. Exemptions. The installation of vehicle impact protection devices shall not be required in the locations specified in subsection B above if:

1. The parking spaces that require vehicle impact protection devices are reconfigured or restriped to eliminate front-end parking angled between thirty (30) to ninety (90) degrees relative to an adjacent outdoor pedestrian seating area.
2. The outdoor pedestrian seating area is permanently removed or relocated so that it is no longer adjacent to parking spaces that are angled between thirty (30) to ninety (90) degrees.
3. In the opinion of the City’s building official, adequate grade separation exists between the parking lot and the outdoor pedestrian seating area requiring protection; however, in no event shall the grade separation be less than thirty-six (36) inches, nor shall the area of grade separation be comprised of a non-vertical wall, a ramp or stairs.

D. Exceptions. This section shall not apply to bollards or barriers which are voluntarily installed and maintained and which are not otherwise required by subsection B above.

E. Performance Standard. All vehicle impact protection devices shall be engineered and determined to be in compliance with the low-speed vehicle impact testing standards prescribed by the American Society for Testing and Materials ASTM F3016. Compliance with ASTM F3016 shall be

confirmed and certified by a bollard manufacturer or structural engineer and reviewed for conformance by the City's building official.

F. Specifications for Vehicle Impact Protection Devices. Vehicle impact protection devices may take the form of bollards, barriers, or a combination of both as provided below:

1. Location. Vehicle impact protection devices shall be located between the parking space and the beginning of the adjacent outdoor pedestrian seating area to be protected. In no instance shall a bollard be located further than five (5) feet from the head of the parking space. Barriers may be offset and staggered in terms of relative distance from the head of the parking space and each other in order to create a more unique aesthetic and to avoid a monolithic appearance; however, in no instance shall a barrier be located further than twelve (12) feet from the head of the parking space. Except for curbs, no structures or other obstructions shall be located between the head of the parking space and the vehicle impact protection devices.
2. Spacing.
 - a. Bollards shall:
 - i. Be spaced so that two (2) bollards are provided for each parking space required to have the device; and
 - ii. Be centered within the width of a standard parking space and spaced between fifty-four (54) inches and sixty (60) inches apart from one another as measured from the outer perimeter of each bollard. In the case of parking spaces that are either compact or legal-non-conforming in width, a distance of less than fifty-four (54) inches may be permitted between bollards; however, in no instance shall the distance from the bollard to the outside parking space limit line exceed thirty (30) inches.
 - b. Barriers shall be designed and located so as to provide protection that is equivalent or superior to that provided by bollards. Gaps between barriers shall not exceed fifty-four (54) inches. Barriers may be placed in staggered or offset rows along and between parking spaces requiring the vehicle impact protection device and the adjacent outdoor pedestrian seating area, so long as any gap between barriers does not exceed fifty-four (54) inches.
3. Design.
 - a. Bollards shall be set with the top of the device not less than three (3) feet and not greater than four (4) feet in height as measured from finished grade immediately adjacent to the perimeter of the bollard.

- b. Barriers shall be set with the top of the device not less than three (3) feet in height as measured from finished grade immediately adjacent to the perimeter of the barrier.
 - c. All vehicle impact protection devices shall be:
 - i. Vertical relative to grade; and
 - ii. Stainless steel, earth tone colored, black, grey, bronze, a concrete finish or another color determined to be appropriate by the Planning Commission or planning director, as applicable. Yellow, orange, or red vehicle impact protection devices shall not be allowed unless strictly required for safety purposes by the Fire Code or other state or federal law.
4. Installation and Maintenance. All vehicle impact protection devices shall be:
- a. Installed in a manner consistent with the building code.
 - b. Maintained, repaired, and replaced as needed to prevent rust, corrosion or damage and to maintain structural integrity. Use and replacement of protective or decorative sleeves as bollard covers shall be allowed consistent with all provisions in this section.

G. Sign Poles Located Within Five (5) Feet of the head of a Parking Space Shall be Mounted on a Vehicle Impact Protection Device. Any sign pole which is taller than thirty-six (36) inches in height, and which is located within five (5) feet of the head of the parking space that is required by this Section to have a vehicle impact protection device, shall be securely mounted or affixed to a vehicle impact protection device in a manner that prevents it from detaching in the event it is impacted by a vehicle. The vehicle impact protection device, pole and sign shall be centered at the head of the parking space.

H. Conflicts with other Laws. In the event the terms of this section or its application to a particular parking lot would cause a parking lot not to comply with a provision of federal or state law or another provision of the municipal code, the provisions of this section shall be applied in a manner intended to carry out the provisions of both federal and state law, other provisions of this code and the requirements of this section to the maximum extent feasible. When there is an irreconcilable conflict between the provisions of this section and the provisions of federal or state law or the provisions of this code, the provisions of federal or state law or the other provisions of this code shall prevail over the provisions contained in this section only to the extent necessary to avoid a violation of those other laws or code provisions.

I. Minor Adjustments. The Planning Commission may approve minor modifications to any of the vehicle impact protection standards contained in this section to accommodate for the location of above-ground or underground utilities, other existing or planned features of the development, or any other constraints or limitations towards compliance with the provisions established by this section; provided, that the modifications achieve protections which are functionally equivalent to those intended by this section; the planning director shall have the same discretion and authority to modify the vehicle impact protection standards herein for administrative permit applications.

J. Application of Ordinance to Legal Non-Conforming Parking Lots. Notwithstanding the provisions in Chapter 17.60 (Nonconforming Structures and Uses) of this Title and subsection H of this section, a property owner shall comply with the requirements of Section 17.48.070 by June 1, 2018. A property owner may apply for an extension of this deadline by submitting a request to the planning director thirty (30) days before the deadline detailing why an extension is needed. Upon demonstration of good cause for providing a property owner additional time to comply with the requirements of this section, the planning director may extend the property owner's time to comply with this section and/or may require a plan for compliance that requires partial compliance in advance of full compliance. For purposes of this section, the term "good cause" shall mean a significant financial or other hardship which warrants an extension or conditional extension of the time limit for compliance established herein. In no instance shall the planning director issue an extension of the compliance period in excess of one year's time. The planning director's decision shall be appealable pursuant to the provisions of Malibu Municipal Code Section 17.04.220.

SECTION 3. Zoning Text Amendment Findings.

Pursuant to MMC Section 17.74.040, and based on evidence in the whole record, the City Council hereby finds ZTA No. 15-004 has been processed in accordance with state law and the MMC and that the amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan. The proposed amendment serves to enhance the Malibu General Plan Mission Statement and preserve Malibu's natural and cultural resources.

SECTION 4. Environmental Review.

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that under Section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

Ordinance No. 403
Page 7 of 7

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance and enter it into the book of original ordinances.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2016.

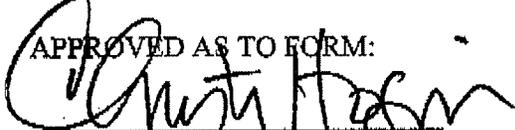
LAURA ROSENTHAL, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney

ORDINANCE NO. 15-817

AN ORDINANCE OF THE CITY OF ARTESIA ESTABLISHING A NEW OUTDOOR DINING AND SEATING SAFETY STANDARD FOR CERTAIN PARKING LOTS IN THE CITY, AMENDING THE ARTESIA MUNICIPAL CODE, AND MAKING A DETERMINATION PURSUANT TO CEQA

THE CITY COUNCIL OF THE CITY OF ARTESIA DOES ORDAIN AS FOLLOWS:

SECTION 1. The City of Artesia has initiated a code amendment to the Artesia Municipal Code to establish new standards in parking lot design to lessen the chance for vehicle-into-building crashes and to protect persons, pedestrians, businesses and property from death or injury from vehicles that may through operator error or otherwise drive past or through a parking space and into areas designated for outdoor pedestrian seating. This Code Amendment is known as Case No. 2014-29 and is referred to as the "Artesia Outdoor Dining and Seating Safety Standard Ordinance."

SECTION 2. The City Council makes the following findings in connection with the adoption of this ordinance:

A. Experts in vehicle-into-building crashes have estimated that each day in the United States there are up to 60 vehicle-into-building crashes caused mostly by pedal error or other driver error. For example, approximately 20 times each day, a convenience store in the United States is damaged by a vehicle-into-building crash, and up to 10 times each day a quick serve restaurant is damaged by a vehicle-into-building crash.

B. Experts in vehicle-into-building crashes indicate that as many as 500 people die each year as victims of vehicle-into-building crashes.

C. Experts in vehicle-into-building crashes indicate that standard parking lot wheel stops and raised sidewalks are not sufficient, by themselves, to stop the force of a vehicle in such pedal error accidents and that other design standards and devices are needed to protect pedestrians, shoppers and customers.

D. Building codes already have design standards to protect gas meters, fire hydrants, electrical switching equipment, trash enclosures and other equipment from vehicle crashes but have yet to establish and impose appropriate standards for protection of pedestrians, shoppers and customers of retail shops, restaurants and other establishments.

E. Many of these accidents and deaths are preventable if parking lots are designed and built with vehicle impact safety devices to prevent vehicles from driving into pedestrian walking and seating areas and into adjacent stores, restaurants and other buildings.

F. No one design, device or requirement is appropriate for all locations and all conditions, and therefore property owners, architects, engineers and business owners should be given the flexibility to utilize a variety of design elements and devices to protect pedestrians, shoppers and customers in areas near vehicle parking areas.

G. The goal of this ordinance is to establish standards for the design of vehicle impact protective devices that achieves an appropriate level of safety but not one set so high as to require unnecessarily expensive and aesthetically inappropriate structures within parking lot areas of the City.

H. The City Council also desires to establish development standards for private parking lots in a manner that balances: (i) the public interest in protecting pedestrians, shoppers and customers from vehicle-into-building crashes; (ii) the financial burden on property owners and businesses of providing appropriate protective designs and devices; and (iii) the goal of encouraging innovation, variety and aesthetic variation so as to give property owners and businesses flexibility depending on the conditions specific to each location.

SECTION 3. On December 2, 2014, the Planning Commission conducted a duly noticed Special Meeting and discussed the proposed Code Amendment. The Planning Commission provided staff with direction regarding revisions to the proposed Code Amendment and requested further information from staff concerning vehicle-into-building crashes.

SECTION 4. On December 16, 2014, the Planning Commission conducted a duly noticed public hearing regarding the proposed Code Amendment, and following receipt of all public testimony, continued the item and public hearing off calendar until such time as staff could provide further information concerning vehicle-into-building crashes.

SECTION 5. On February 17, 2015, the Planning Commission conducted a continued public hearing regarding the proposed Code Amendment, and following the receipt of all public testimony, closed the public hearing. After consideration of the proposed Code Amendment, the Planning Commission did not make a recommendation to the City Council on whether to adopt the proposed Code Amendment.

SECTION 6. On March 9, 2015, the City Council of the City of Artesia conducted a duly noticed public hearing regarding the proposed Code Amendment, and following receipt of public testimony, closed the public hearing.

SECTION 7. Pursuant to the CEQA and the City's local CEQA Guidelines, the Planning Department Staff has determined that the proposed Code Amendment (the "Project") is categorically exempt from the requirements of CEQA and the City's CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Code Amendment to enact and impose vehicle impact protection standards for parking lot use will have a significant effect on the environment. Further, the Project qualifies under the Class 3 exemption

because it consists of construction and location of limited numbers of new, small structures and the installation of small new equipment and facilities in small structures. The City Council has reviewed the Planning Department's determinations of exemption, concurs in the staff's determinations of exemption, and based on its own independent judgment, concurs with staff's determinations of exemption.

SECTION 8. The City Council hereby concurs with the Planning Commission's findings that the proposed Code Amendment, amending Section 9-2.1105 is consistent with General Plan Land Use Sub-Element Community Goal LU 1, which supports a well planned community with sufficient land uses to achieve the community's vision, General Plan Land Use Sub-Element Community Policy LU 1.3, which encourages active and inviting pedestrian-friendly street environments that include a variety of uses within commercial and mixed-use areas, and General Plan Land Use Sub-Element Policy Action LU 1.3.1, which encourages enhanced safety experience for pedestrians, with a focus on improvements in areas with the highest need. Amending the Artesia Municipal Code to modify the parking lot design requirements will help reduce the possibility of injury, property damage and death that can occur from vehicles driving through a parking lot area and injuring pedestrians in perimeter walkways or in abutting business establishments.

SECTION 9. The title of Section 9-2.1105 "Parking Facilities: Paving, Marking, Bumper Guards, Screening, Lighting and Mechanical Lifts" of Article 11 (Off-Street Parking and Loading) of Chapter 2 (Zoning) of Title 9 (Planning and Zoning) of the Artesia Municipal Code is hereby amended to read as follows:

"9-2.1105 Parking Facilities: Paving, Marking, Bumper Guards, Screening, Lighting, Mechanical Lifts and Outdoor Dining and Seating Safety Standards."

SECTION 10. Subsection (h) is hereby added to Section 9-2.1105 (Parking Facilities: Paving, Marking, Bumper Guards, Screening, Lighting, Mechanical Lifts and Outdoor Dining and Seating Safety Standards) of Article 11 (Off-Street Parking and Loading) of Chapter 2 (Zoning) of Title 9 (Planning and Zoning) of the Artesia Municipal Code to read as follows:

"(h) *Outdoor Dining and Seating Safety Standards.*

(1) **Vehicle Impact Protection Devices Required.** Vehicle impact protection devices, as defined and described in this Subsection (h), shall be required adjacent to parking spaces that are angled between thirty (30) to ninety (90) degrees relative to an immediately adjacent outdoor pedestrian seating area.

(2) **Exemptions.** The installation of vehicle impact protection devices shall not be required on properties subject to Subsection (h)(1) of this Section 9-2.1105 if:

(i) The parking spaces that require vehicle impact devices are reconfigured or re-stripped to eliminate front-end parking angled between thirty

(30) to ninety (90) degrees relative to the immediately adjacent outdoor pedestrian seating area; or

(ii) The outdoor pedestrian seating is permanently removed.

(3) Elements of Vehicle Impact Protection Devices. Required vehicle impact protection devices shall take the form of bollards, as defined and provided below:

(i) Bollards, posts and guard posts shall comply with all of the following requirements:

(aa) Constructed of steel or other material not less than four (4) inches in diameter.

(ab) Spaced so that one (1) post or bollard is provided for each parking space required to have the device, with the post or bollard located on the centerline of the parking space. The City's Planning Director may approve minor deviations to these spacing requirements to accommodate site conditions and different sizes of parking spaces or loading areas.

(ac) Set with the top of the post not less than three (3) feet and not greater than four (4) feet above finished grade.

(ad) Located between the vehicle parking space or drive aisle and the seating area of the building to be protected.

(ae) Such bollards or posts shall be black, grey, safety yellow, bronze, stainless steel, concrete finish or similar color, as approved by the Planning Commission or Planning Director, as applicable.

(af) The color and design of the bollards or posts shall be consistent throughout each shopping center, unless otherwise approved by the Planning Commission for those projects subject to Planning Commission approval, or by the Planning Director for those projects exempt from Planning Commission review and approval.

(ag) Bollards or posts shall be properly maintained, including no visible rust or corrosion, and be kept in uniform alignment. Use of protective or decorative sleeves is permitted.

(4) ADA Compliant Parking Spaces. Where a parking space is required to be ADA compliant and is located in an area of a parking lot specified in Subsection (h)(1) of this Section 9-2.1105 so as to require vehicle impact protection devices adjacent to the parking space, bollards or posts may be substituted for wheel stops and the ADA signage may be mounted on a pole that is mounted or affixed to the post or bollard.

(5) Conflicts with other Laws. In the event the terms of this Subsection (h) or its application to a particular parking lot would cause a parking lot to not comply with a provision of federal or state law or another provision of the City's Municipal Code, City staff shall apply this Subsection (h) in a manner to carry out the provisions of both federal and state law and the other provisions of this Code and the provisions of this Subsection (h). When there is an irreconcilable conflict between the provisions of this Subsection (h) and the provisions of federal or state law or other provisions of this Code, the provisions of federal and state law and the other provisions of this Code shall prevail over this Subsection (h) and only to the extent necessary to avoid a violation of those other laws or Code provisions. If the Planning Director determines that the provisions of federal or state law or the other provisions of this Code prevail over this Subsection (h) with respect to a particular lot or parcel, the Planning Director shall provide the owner of that lot or parcel with such determination in writing within ten (10) calendar days of the date of his or her determination.

(6) Minor Adjustments. The Planning Commission or the Planning Director may approve minor modifications to the Vehicle Impact projection standards contained in this Subsection (h) to accommodate for the location of above ground or underground utilities or other existing or planned features of the development, provided the modifications achieve the same protections as intended by this Subsection (h).

(7) Amortization Periods. A property owner shall be provided between one and three years to comply with the requirements of this Subsection (h) as follows:

(i) Reconfiguration of Parking Spaces. If a property owner does not wish to install vehicle protection devices and desires to qualify a property as exempt by reconfiguring parking spaces, the property owner shall provide the Planning Director with written notice of intent to claim this exemption within thirty (30) calendar days following receipt of notice of the requirements of this Subsection (h) from the Planning Director. The property owner shall reconfigure or re-strip the applicable parking spaces on or before the first year following the effective date of the ordinance adopting this Subsection (h). If the parking spaces are not reconfigured or re-striped within the one-year amortization period, the property shall be subject to and comply with the vehicle impact protection device requirements set forth in Subsection (h)(1).

(ii) Removal of Outdoor Pedestrian Seating Areas. If a property owner does not wish to install vehicle protection devices and desires to qualify a property as exempt by removing outdoor pedestrian seating areas, the property owner shall provide the Planning Director with written notice of intent to claim this exemption within thirty (30) calendar days following receipt of notice of the requirements of this Subsection (h) from the Planning Director. The property owner shall remove the applicable outdoor pedestrian seating areas on or before the second year following the effective date of the ordinance adopting this

Subsection (h). If the outdoor pedestrian seating areas are not removed within the two-year amortization period, the property shall be subject to and comply with the vehicle impact protection device requirements set forth in Subsection (h)(1).

(iii) Installation of Vehicle Impact Protection Devices. The vehicle impact protection devices required by Subsection (h)(1) shall be installed on or before the third year following the effective date of the ordinance adopting this Subsection (h).”

SECTION 11. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 12. This Ordinance shall take effect and be in full force and effect thirty (30) calendar days from and after the date of its final passage and adoption.

SECTION 13. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

SECTION 14. The City Council directs the Planning Director to provide a certified copy of this Ordinance and written notice of the effective date of this Ordinance to all property owners subject to this Ordinance within thirty (30) calendar days following the effective date of this Ordinance.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2015

MIGUEL CANALES, MAYOR

ATTEST:

GLORIA CONSIDINE, CITY CLERK/CITY TREASURER

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INCIDENTS BY SPECIFIED CAUSE

Cause	Percentage
Pedal Error	35%
DUI	19%
Operator Error	19%
Traffic Related	11%
Medical	8%
Ramraid	8%

OUR DATA

Our research turns up crashes (limited to commercial or public buildings, transit stops, public areas, and other non-residential structures) using anecdotal and media reports, court records, fire department run records, and published studies. These are then analyzed for details such as cause, age of driver, type of building and other information, and are then added into our growing database.

We add 200-250 crashes per month to the database. We provide custom reports using data point requested. For more information please contact: rob@storefrontcrashexpert.com.

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INCIDENTS BY SITE TYPE

Site Type	Percentage
Retail Store	24%
Commercial Building	20%
Convenience Store	9%
Office	7%
Restaurant	19%
Other	21%

OUR DATA

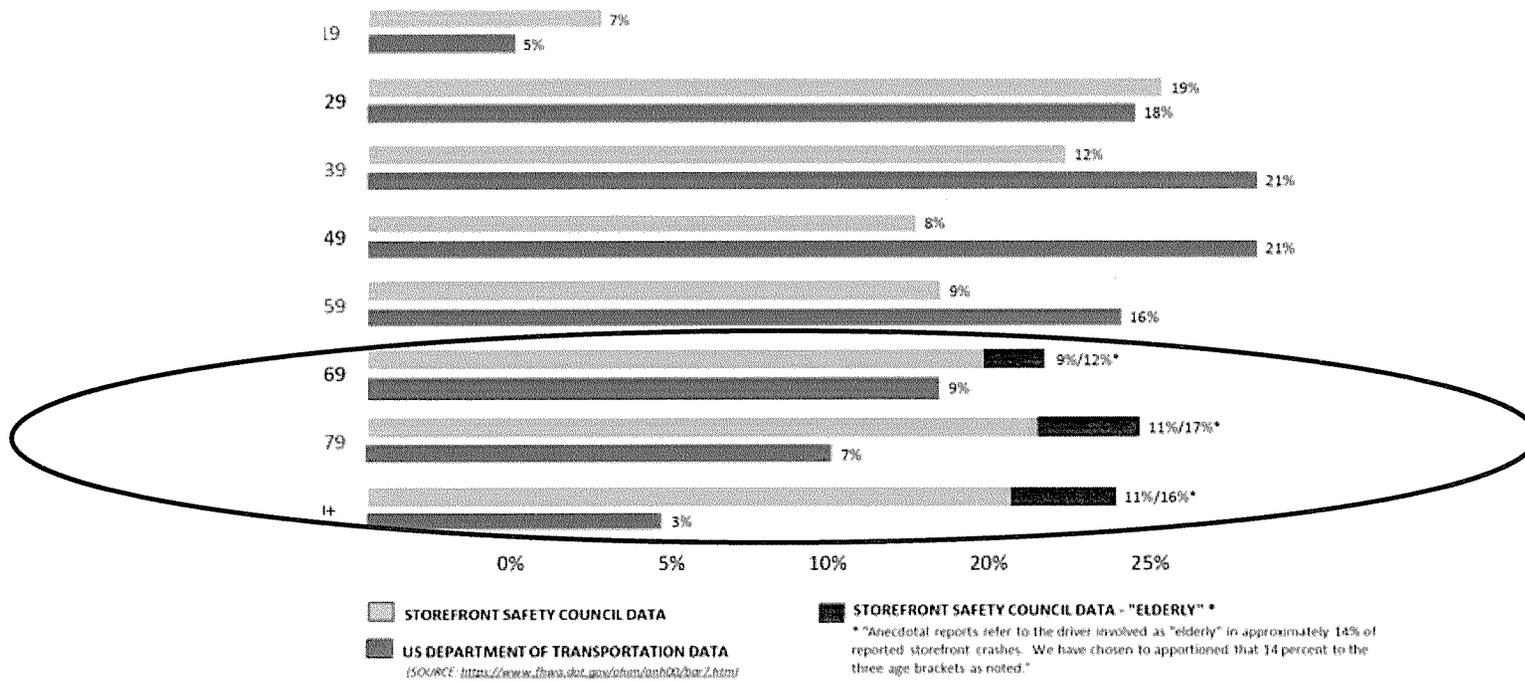
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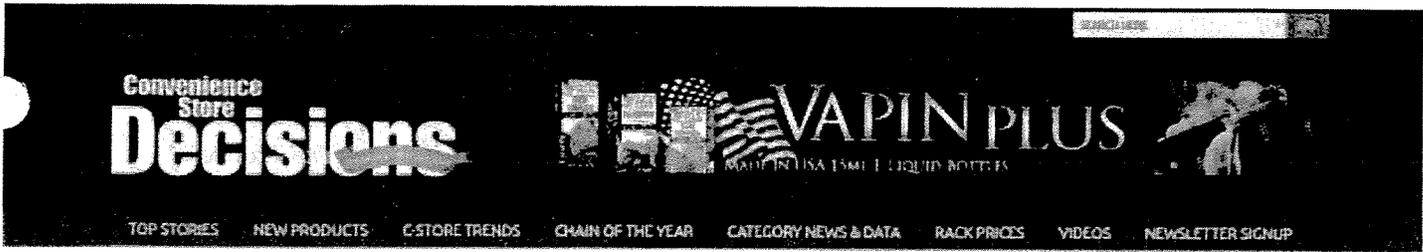
We add 200-250 crashes per month to the database. We provide custom reports using data point requested. For more information please contact: rob@storefrontcrashexpert.com.

Storefront Safety Council © 2015

According to Data gathered by TTI and SSC 45% of all Storefront Crashes are caused by adults over the age of 60

Comparison of Driver Age Involved in Storefront Crashes with National Data for All Licensed Drivers





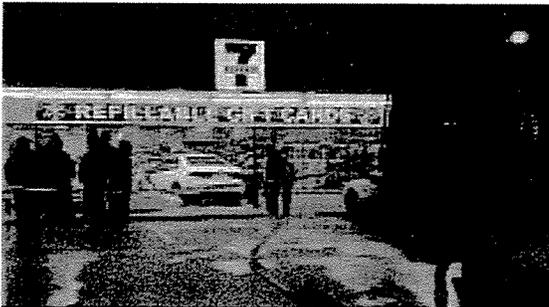
Storefront Crashes: Why They Occur and How to Prevent Them March 24, 2015 [David Hochman](#) : [0 Comments](#)



By David Hochman, founder of DJH Marketing Communications Inc.

A child or even a dog left in a car with the engine running while parked at a suburban strip mall accidentally engages the transmission and sends an SUV headfirst into a convenience storefront window. After filling up, an elderly woman hits the pedal instead of the brake and backs into a cashier hut. A drunk driver loses control and crashes directly into a front window at full speed. Unfortunately, it happens much more often than one would think.

A Google Search for the term “car smashes into storefront” returned about 101,000 results, most of them news articles. A Google News search, which is a Google feature that simply searches headlines from credible news sources worldwide, returned thousands of articles based on the search term “car crashes into building,” with an average of about 4-5 separate incidents cited each week, going back decades. According to the Storefront Safety Council, this is nothing short of an epidemic, with over 4,000 injuries annually and as many as 500 deaths caused by vehicle-into-building crashes.



I recently spoke with Rob Reiter, a co-founder of the Storefront Safety Council. Reiter gained a high level of expertise on the topic of vehicle incursion accidents through his career in the security barrier industry. He became highly motivated to effect a change in the way retailers view the issue after the 2003 Santa Monica Farmer’s Market tragedy in California in which an 86-year-old driver collided with dozens of pedestrians, killing 10 and injuring six.

David Hochman (DH): When it comes to vehicle-into-building collisions, what organizational job title, role or function(s) is or should be responsible for mitigating the risk in a c-store environment?

Rob Reiter: Risk Managers should be looking at the overall problem of vehicle-into-building crashes. For new construction projects, architects and Construction Managers also should be trained to look for vulnerabilities and hazards.

DH: When an accident occurs, how much liability is usually shouldered by the driver?

RR: Sometimes drivers are fully insured and have high limits—their insurance covers the whole costs. But there is something like 30-million uninsured motorists in the U.S., about 12% of all drivers. And many more have minimal insurance that is insufficient to cover repairs to the store and the merchandise in it, not to mention the cost of any injury claims from customers or employees injured in a crash. So counting on the driver to always cover 100% of costs is not a very good strategy. Additionally, in injury cases, plaintiff attorneys look to see if stores have a record of prior accidents and whether chains have experienced multiple crashes of a similar nature. Being able to prove that storeowners are aware of a hazard and have failed to take steps to correct it can make them a target for liability lawsuits.

RR: *Keep track of what is happening and what it is really costing. Protect your customers and employees. A pattern of injuries as a result of a common hazard that is not addressed can be very expensive from a workmen's compensation standpoint, not to mention from a legal standpoint.*

Also— it is time for the industry to get passed the “Customers won't come into my store if it looks like a fortress” mentality. Wawa has safety barriers and bollards and they are profitable. Walmart is the largest retailer in the world and makes billions in profits every month. Spend some time planning, consult with experts, and don't try to take the fastest cheapest solution—there are very creative and effective ways to protect your stores and your people without breaking the bank.

DH: **According to the data you've collected, what states or regions have the highest concentrations of these incidents, and can any inferences or conclusions be drawn from that?**

RR: *Florida and Pennsylvania have high rates of convenience store crashes, as does California and Texas. But no states or regions are immune.*

DH: **Would it be more impactful and/or cost-effective to try to change drivers' behavior through awareness-raising campaigns or is it something that industry/gov't needs to address with regulatory action?**

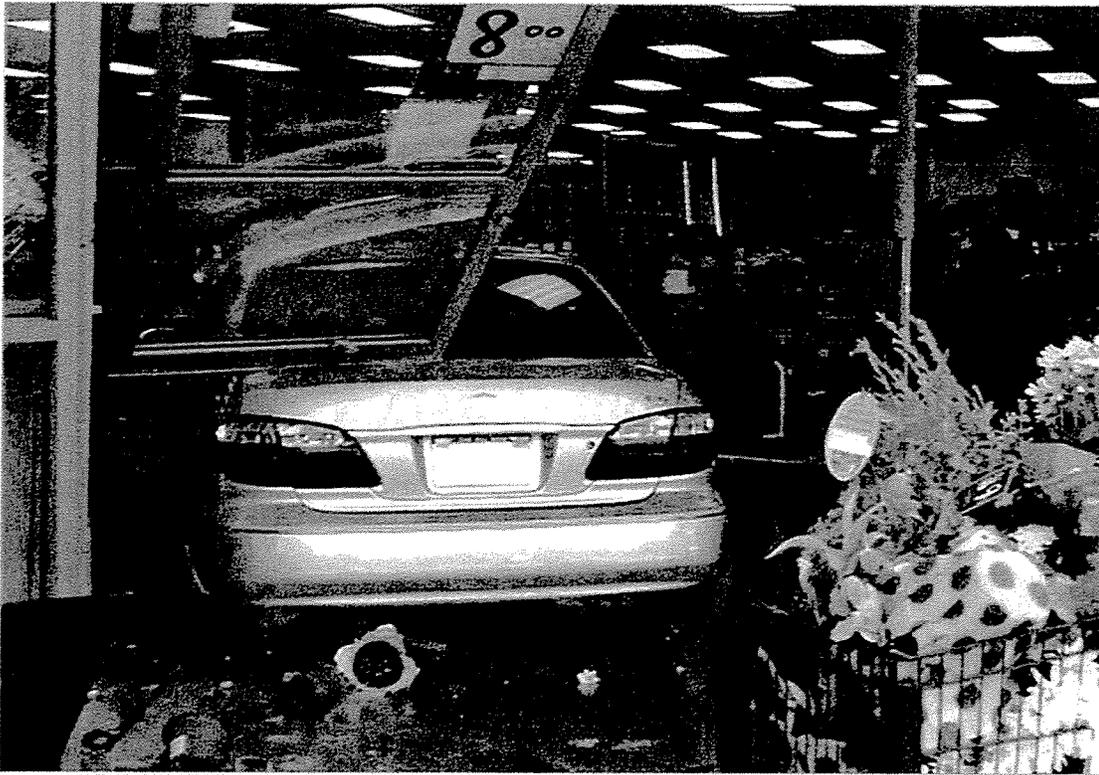


RR: *As I mentioned, the causes of these accidents are well known, and demographics indicate they are going to be increasing. The aging of the American driving population is going to result in more pedal error accidents, the increased use of in-car entertainment and smartphones is going to increase distracted driving accidents, and medical events caused by diabetes or other medical conditions are also increasing as the population ages. Add the rate of DUI and “driving while high” in legal marijuana states, and it is clear that the rate of storefront crashes and convenience store is not going to be coming down for a long, long time.*

The Storefront Safety Council is comprised of volunteers from a variety of backgrounds who are passionate about ending vehicle-into-building crashes. Founding members include experts in perimeter security, parking, personal injury law, risk management, architecture and related professions and industries. For more information, please visit www.storefrontsafety.org and email [Rob Reiter](mailto:Rob.Reiter@storefrontsafety.org).

THIS INTERVIEW CAN BE FOUND ON LINE AT: <http://www.cstoredecisions.com/2015/03/24/storefront-crashes-why-they-occur-and-how-to-prevent-them/>

ASTM Standardization News



Keeping Cars and Storefronts Apart

Grainy security-camera footage capturing a car as it plunges through glass into a store has become a staple on television and Internet news sites. The commonplace nature of such accidents signals a need for better storefront protection from errant cars.

Protective barriers are becoming an increasingly important component of preventing or minimizing the damage from such accidents. Now, a new ASTM standard quantifies the dynamic performance of vehicle protective devices at speeds of 50 km/h (30 mph) and lower.

F3016/F3016M, Test Method for Surrogate Testing of Vehicle Impact Protective Devices at Low Speeds, was developed by Subcommittee F12.10 on Systems, Products and Services, part of ASTM Committee F12 on Security Systems and Equipment. While the subcommittee's standard F2656, Test Method for Vehicle Crash Testing of Perimeter Barriers, provides testing for high speed impact, F3016 fills the need for a standard that covers lower speeds.

Dean Alberson, Ph.D., P.E., is an ASTM member and a research engineer at the Texas A&M Transportation Institute. Alberson notes that he received many inquiries about whether F2656 was applicable to lower speeds. In addition, Alberson says that the Propane Gas Association was looking for a design for barriers to protect self-service propane storage units. These various inquiries highlighted the need to develop F3016.

The procedure described in F3016 will establish a penetration rating for vehicle protective devices subjected to low-speed vehicle impact. The determined penetration rating will provide end users with the ability to select an appropriate barrier for site-specific conditions.

ASTM member Michael Brackin, assistant research engineer, Texas A&M Transportation Institute, notes that, even at low speeds, storefront accidents pose a serious threat to pedestrians and shoppers, and lead to increased liability for store owners when no protection is offered.

"F3016 will be valuable to manufacturers of protective devices who want to ensure their performance and offer their customers an approved product," says Brackin. He notes that the wide range of users for F3016 includes:

- Design engineers;
- Contractors;
- Architects;
- Store owners;
- Insurance companies;
- City and county officials;
- Building codes administrators; and
- Those involved in liability lawsuits.

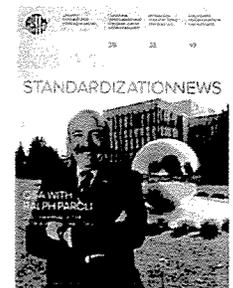
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-  Safety
-  Environment
-  Transportation
-  Chemicals
-  Energy
-  Medical
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- Standards Development How-To
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Current Issue



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TTI Plays Key Role in Creating New Safety Standard to Prevent Storefront Crashes

DECEMBER 9, 2014



Photos courtesy of Rob Reiter.

With 500 people reportedly killed each year by vehicles crashing into retail stores, sidewalk cafes, hair salons and other businesses, low speed barrier crashes have been called “one of the largest unaddressed safety issues in the country.” ([Video here.](#))

Until now, there has been no objective way to evaluate the effectiveness of the vertical pipes, decorative planters and other devices that many businesses hope will be strong enough to minimize damages and injuries should a vehicle hit one of their locations.

That changed last month, when ASTM International approved a test standard designed to help save hundreds of lives and millions of dollars in property damage each year. Developed in part by researchers at the Texas A&M Transportation Institute (TTI), the standard – known as Test Method for Low Speed Barriers for Errant Vehicles (F3016-2014) – sets parameters for bollards, barriers and other devices most often seen protecting storefronts and high-traffic pedestrian areas.

“When contractors and businesses put these barriers in place, it’s for the purpose of protecting people and

“In addition to bollards, those low-speed barriers could be anything that prevents a vehicle from moving more than one-foot past the barrier. If they do that, they will meet the standard,” TTI Assistant Research Engineer Michael Brackin says. “The barriers could even be a concrete trash can, or perhaps a planter box. I’m sure we will be testing all kinds of devices designed to protect people and store fronts.”

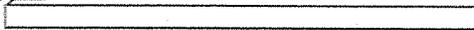
TTI is currently building a re-usable testing vehicle, called a bogey, which will be used in low-speed barrier tests. The institute conducted a low-speed barrier test in order to gather data to build the bogey. (See video below.) Instead of using a new vehicle for each crash test, the bogey will have a crushable front bumper that can be replaced easily and inexpensively.



Texas A&M Transportation Institute’s low-speed barrier testing procedure

from TTI PRO

00:27 |



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Filed Under: News Tagged With: ASTM, Crashworthy Structures Program, storefront crashes



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Comments, suggestions, or queries? Contact us!

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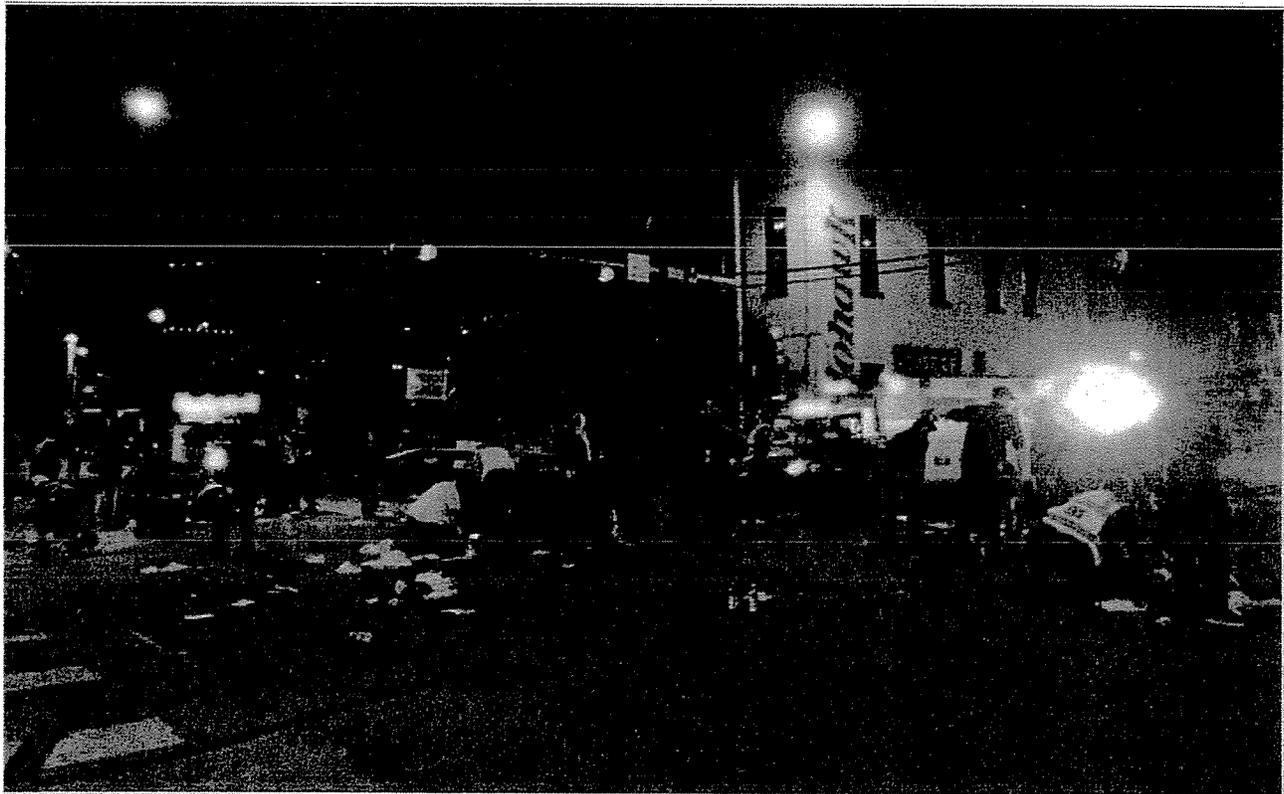
(979) 845-1713 · (979) 845-9356 (FAX)



We're Shamefully Bad at Protecting Pedestrians at Events Like SXSW

A few thousand dollars worth of steel bollards might have prevented last night's mayhem.

SARAH GOODYEAR | [@buttermilk1](#) | Mar 13, 2014 | [Comments](#)



Twitter/[@ColinKerrigan](#)

The scene on Red River Street in Austin just after midnight this morning was chaotic and terrifying. A driver apparently trying to evade a drunk-driving checkpoint drove through a temporary barricade onto a street that had been blocked off for the South by Southwest festival. He plowed through a crowd of people out enjoying the night, on their way to and from the numerous bars and music venues in the area.

Two people riding a scooter were killed. Twenty-three others on foot were

founder of the Storefront Safety Council. At StoreFrontCrashExpert.com, he blogs with grim regularity about the frequent crashes into storefronts and other places where people on foot have every reason to think they won't get hit.

He says that in the Austin case, removable steel bollards would have provided a secure environment for SXSW partiers. The cost to the city, he says, would have been negligible compared to the human and financial toll that the early-morning crash will exact. The bollards cost about \$400 apiece. With eight of them, you can block one typical street entrance. They can be used over and over again, and take only about 20 minutes to install and 10 minutes to remove. Different bollard designs—removable, retractable, or hinged—have different accommodations to allow emergency access to the affected streets.

For a city like Austin, which hosts SXSW and other festivals on a regular basis, Reiter says that investing in steel barriers should be an easy call to make. There are just too many cases, he says, in which a 4,000-pound vehicle piloted by an out-of-control driver ends up in the wrong place, destroying lives in moments.

"It's the same story over and over," he says. "And nobody wants to realize you're just a drunk away from having two dead people and 20 injured and being on the national news."

A few thousand dollars spent on bollards, Reiter says, could have assisted Austin police in doing the job they were trying to do – protecting the people enjoying their city's streets. He says he just doesn't understand why, despite all the lives that have been lost, cities continue to do things the same old way.

"At the end of the day," says Reiter, "doing nothing is just crazy."

About the Author



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This coverage is made possible by grants from the Central Corridor Funders Collaborative and The McKnight Foundation.

Storefront crashes: A bigger urban-design issue than we think

By Marlys Harris | 08/02/13

A few years ago, when I was visiting from my then home in Connecticut, I drove my mom to her hairdresser at a Golden Valley shopping strip.

"Go around the back," she said. "You can't get in the front."

Why not? Well, earlier that week, one of the salon's customers, a woman of a certain age as I recall, pressed on the accelerator instead of the brake when parking her car. She smashed through the door and the plate glass window, crushing the chairs where patrons normally waited for appointments. Nobody was hurt, and, picturing a flustered Betty White type with blue hair, I (age-istly) thought the incident was pretty funny.

It turns out, however, that storefront crashes are not oddities. Hard numbers are difficult to come by, but a paper published the other day by Robert Reiter with Dean C. Alberson and Felicia J. Desorcie, both with the Texas Traffic Institute at Texas A & M University, estimates that there may be as many as 50 to 60 store front crashes each day in the U.S., about 20 of those involving convenience stores.



Reiter and Mark Wright, who together founded an advocacy organization, the Storefront Safety Council, have a pretty salient interest in the issue. Reiter says he used to work on terrorism issues but then "decided that the worst terrorist was an 84-year-old man on meds behind the wheel of a Buick." Wright sustained a knee injury when a car crashed into a 7-11 where he was shopping.

Because there were no national statistics on car-into-building pile-ups, the Storefront Safety Council gathered information from media reports and

Drivers involved in these accidents generally fall into three categories: the elderly (and/or medically impaired), teens and drunk drivers. Obviously, any educational or regulatory effort that keeps such people off the road (in the case of drunks) or helps them to take extra precautions (teens and the elderly) would make sense. But Wright points out that anybody can make mistakes. "I've been in a parking lot and shifted up into the wrong gear myself," he says. "You can't affect every driver."

Barriers that separate cars and pedestrians would seem to offer the most protection. Curbs and parking blocks (those three- or four-inch concrete things that your car butts up against) aren't enough to halt any but the smallest vehicles. Some shopping centers and stores have installed bollards. They may take forms other than vertical posts. Target stores use those big red balls, but in a recent tour of the Internet, I found bollards shaped like giant footballs, basketballs and baseballs and even humans.

Anti-ram fixtures

Cities have not done much to guard against such accidents. Wright says that as far as he knows, only Miami-Dade County has an ordinance dealing with safety in parking lots. It requires that anti-ram fixtures be placed in shopping centers when head-in parking is located in front of a store. After the horrendous accident in Amherst, the town council took up the issue. According to the local newspaper, it was simply the worst of 32 storefront crashes that had occurred that summer in the area.

Of course, you can't have barriers on every corner. "I can understand there's concern about disturbing the streetscape," says Wright. "You don't want to create a bollard forest."

But he believes that shopping center owners and merchants should take steps to protect their customers. And, says Reiter, large chain stores are starting to look at the problem. They don't want to be subject to lawsuits and legal claims that might result from somebody crashing through their windows and doors.

In the meantime, if you're in front of a convenience store, step lively.

Have a question for Marlys? Don't miss your chance to ask at an August drinks-and-dinner event for MinnPost members and their guests. [More details here.](#)

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Standard Test Method for Surrogate Testing of Vehicle Impact Protective Devices at Low Speeds¹

This standard is issued under the fixed designation F3016/F3016M; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

INTRODUCTION

City and county governments are beginning to adopt legislation intended to reduce the increasing number of vehicle-into-building impacts. Typically, these ordinances are enforced as part of zoning laws, which require a protective device to be installed to protect pedestrians and storefront property where nose-in or head-in parking is present. For instance, in July 2012, The County of Miami Dade Florida adopted a zoning amendment requiring protective devices be installed to protect pedestrian traffic on sidewalks and inside storefronts for all new commercial construction. Examples of ways these protective devices might be deployed otherwise include the protection of patrons at bus stops; storefronts of commercial entities where parking or the direction of traffic flow are perpendicular to the building; restaurant patios bordering the street or on a sidewalk; and these protective devices could be used to protect propane tanks, gas pumps, and other hazardous materials to promote public safety.

As the demand for vehicle impact protection devices increases, the ability to evaluate whether each protective device performs as intended to protect the people, area, or asset is required. Guidelines have been developed previously to test vehicle protective devices by applying a static load at a particular location on the protective device. For instance, the State Fire Marshal Division of the Minnesota State Department of Public Safety has issued an “Aboveground Storage Tank Plan” that discusses how to install above ground storage tanks. Section 3.8.1 states if a physical barrier is to be used to protect the storage tank, it “shall be a minimum of 36 inches in height and shall resist a force of 12 000 pounds applied 36 inches above the adjacent ground surface.” While such static test methods are beneficial in certain instances, the performance of a protective device when impacted dynamically cannot be conclusively predicted using such a test method.

Test Methods have been developed previously that provide for a range of impact conditions, designations, and penetration performance ratings for vehicles traveling at high speeds. Test Method F2656 provides for high speed impact speeds of 65, 80, and 100 km/h [40, 50, and 60 mph]. However, no ASTM test method has been formally developed to quantify the dynamic performance of a vehicle protective device at speeds of 50 km/h [30 mph] and lower.

1. Scope

1.1 This test method provides a range of impact speeds to be used with a 22 250-N [5000 lb] surrogate test vehicle. This test method establishes a range for penetration performance ratings. End users will be responsible for identifying the appropriate vehicle impact speed and penetration performance ratings in this test method to satisfy their specific needs.

1.1.1 In addition, end users may assign certification ratings for vehicle protective devices based on the test methodologies

described herein. Test parameters are standardized to arrive at a common vehicle weight, enhance test realism and replication, and produce uniform rating designations.

1.2 *Units*—The values stated in either SI units or inch-pound units are to be regarded separately as standard. The values stated in each system may not be exact equivalents; therefore, each system shall be used independently of the other. Combining values from the two systems may result in nonconformance with the standard.

1.3 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

¹ This test method is under the jurisdiction of ASTM Committee F12 on Security Systems and Equipment and is the direct responsibility of Subcommittee F12.10 on Systems Products and Services.

Current edition approved Nov. 1, 2014. Published November 2014. DOI: 10.1520/F3016_F3016M-14.

2. Referenced Documents

2.1 ASTM Standards:²

C31/C31M Practice for Making and Curing Concrete Test Specimens in the Field

C39/C39M Test Method for Compressive Strength of Cylindrical Concrete Specimens

C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates

D2487 Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

F2656 Test Method for Vehicle Crash Testing of Perimeter Barriers

2.2 AASHTO Standard:³

MASH Manual for Assessing and Safety Hardware

T099 Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg [5.5-lb] Rammer and a 305-mm [12-in.] Drop

2.3 ISO Standard:⁴

ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories

2.4 SAE Standards:⁵

J211–1 Instrumentation for Impact Test—Part 1: Electronic Instrumentation

J211–2 Instrumentation for Impact Test—Part 2: Photographic Instrumentation

3. Terminology

3.1 Definitions:

3.1.1 *accredited independent testing laboratory, n*—testing laboratory accredited to perform the referenced testing procedures by a nationally recognized accrediting agency in accordance with ISO/IEC 17025 and led by a test director.

3.1.1.1 *Discussion*—Accredited independent testing laboratories may have no financial interest in or otherwise be affiliated with companies or individuals for which they perform accreditation testing. Hereinafter, accredited independent testing laboratories are referred to as either accredited facilities or testing laboratories. Independent testing laboratories whose testing protocols follow this test method may also conduct tests, provided they are actively seeking ISO/IEC 17025.

3.1.2 *acceleration, v*—the change of velocity with respect to time by the sign convention established by SAE J211 Section 7.

3.1.3 *agency, n*—specifier, responsible party, or owner.

3.1.4 *bollard, n*—vertical posts or series of posts, usually steel, concrete, wood, or combinations of same used to channel

or restrict vehicular traffic, which includes fixed, removable, and operable/retractable posts.

3.1.5 *channel amplitude class, n*—numerically equal to the upper limit of the measurement range.

3.1.6 *continuous barrier, n*—any protective device that relies on a continuous foundation or a continuous structural element to resist penetration by vehicles.

3.1.7 *debris, n*—post-impact protective impact device and surrogate test vehicle components dispersed as a result of impact.

3.1.8 *ditch, n*—excavation into existing grade with varying cross sections such as “V” or “U” shaped.

3.1.9 *durometer, n*—a measure of the indentation hardness of a material.

3.1.10 *dynamic penetration distance, n*—during the crash event, the greater of the maximum dynamic displacement of any portion of the protective device into the protected area or maximum dynamic intrusion of the surrogate test vehicle into the protected area or maximum dynamic displacement of any portion of the protective device.

3.1.10.1 *Discussion*—See Fig. A1.1 for location of protected area and protective device reference location.

3.1.11 *final resting point, n*—distance from the pre-impact reference location on a protective device to the farthest portion of the protective device or surrogate test vehicle.

3.1.11.1 *Discussion*—Additionally, if the surrogate vehicle does not pass the reference location, the final resting location shall be a negative distance as measured from the location on the surrogate test vehicle that is closest to the reference location.

3.1.12 *impact location, n*—specific location on the protective device where the surrogate test vehicle will initially contact the protective device.

3.1.12.1 *Discussion*—The impact location is centered on the protective device for a bollard, concrete shape, or discrete device (bench, planter, and so forth). The impact location is at the mid-span of a fence, gate, post, and beam or upside down “U.” For a continuous wall, the impact location is at an expansion joint. If there is no expansion joint, then the continuous wall shall have an impact location at mid-span. If any other protective device is to be tested, the location of impact shall be determined as the consensus among the manufacturer, testing laboratory, and end user (when applicable) for the impact location. The impact location shall be chosen as a point which will exploit the weakest point of the system.

3.1.13 *penetration rating, n*—rating achieved by a protective device based on dynamic penetration distance.

3.1.14 *protected area, n*—area, as defined by the governing agency or end user, behind the furthest lateral point of the protective device as referenced by the data, shown in Fig. A1.1.

3.1.15 *protective device, n*—bollard, wall, fence, planter, gate, bench, or other structure that provides protection against a vehicle entering a protected area.

² For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard’s Document Summary page on the ASTM website.

³ Available from American Association of State Highway and Transportation Officials (AASHTO), 444 N. Capitol St., NW, Suite 249, Washington, DC 20001, <http://www.transportation.org>.

⁴ Available from International Organization for Standardization (ISO), 1, ch. de la Voie-Creuse, CP 56, CH-1211 Geneva 20, Switzerland, <http://www.iso.org>.

⁵ Available from SAE International (SAE), 400 Commonwealth Dr., Warrendale, PA 15096-0001, <http://www.sae.org>.

3.1.16 *rated ASTM protective device, n*—tested protective device that achieves a given penetration rating based on the surrogate test vehicle traveling perpendicular to the protective device at the defined impact location for that particular device.

3.1.17 *shallow mount platform, n*—plate, pad, or structural foundation resting on the surface or embedded no more than 305 mm [12 in.] below the surface to which one or more protective devices are rigidly fixed.

3.1.18 *supplier, n*—manufacturer, distributor, designer, or constructor of the protective device that is to be tested and can include contractors, engineers, and architects.

3.1.19 *surrogate test vehicle, n*—a 22 250-N [5000 lb] surrogate test vehicle that is designed to replicate a common vehicle type and weight. See Annex A2 for required specifications for surrogate test vehicle.

3.1.19.1 *Discussion*—See Figs. A2.1 and A2.2.

3.1.20 *test director, n*—employee of the testing laboratory responsible for all aspects of a test.

3.2 Acronyms:

3.2.1 *AASHTO*—American Association of State Highway Transportation Officials.

3.2.2 *ISO*—International Organization for Standardization.

3.2.3 *MASH*—Manual for Assessing Safety Hardware.

3.2.4 *SAE*—Society of Automotive Engineers.

3.2.5 *SUV*—Sport Utility Vehicle.

3.3 Abbreviations:

3.3.1 *fps*—frames per second.

3.3.2 *ft*—feet.

3.3.3 *g*—measure of acceleration referenced to gravity.

3.3.4 *in.*—inches.

3.3.5 *km/h*—kilometres per hour.

3.3.6 *kPa*—kiloPascal.

3.3.7 *lb*—pounds.

3.3.8 *m*—metres.

3.3.9 *m/s*—metres per second.

3.3.10 *mph*—miles per hour.

3.3.11 *ms*—milliseconds.

3.3.12 *N*—newtons.

3.3.13 *psi*—pounds per square inch.

3.3.14 *s*—second.

4. Summary of Test Method

4.1 The set of complete fabrication drawings and specifications for a protective device that will be tested shall be submitted by the supplier to the testing laboratory at least 14 days before testing. These documents shall become part of the permanent test record.

4.2 Before testing, an approved surrogate test vehicle speed and penetration rating is selected by the supplier in coordination with the test director and other stakeholders. Additionally, if the protective device does not have an identified impact location as stated above, then the supplier, testing laboratory,

and user agency or end user (when applicable) shall come to a consensus and identify the impact location as stated in 3.1.12.

4.3 There will be a minimum of one test conducted. The first test article shall be the as-built test article if not specified; test the proposed design in washed sand. If the foundation displaces 25 mm [1 in.] or less in any direction from the initial footing location, the system is considered rigid and no other testing is required. If the foundation displaces greater than 25 mm [1 in.] in any direction from the initial foundation location, a second test is required with the foundation encased in a concrete slab. For protective devices on shallow mount foundations, only a single test is required, provided the platform is set in accordance with supplier's instruction.

4.4 The test director shall determine the validity of the test and, if found valid, shall assign a speed and a penetration rating for the protective device.

5. Significance and Use

5.1 This test method provides a procedure to establish a penetration rating for vehicle protective devices subjected to low-speed vehicle impact. Knowing the penetration rating provides the end user with the ability to select an appropriate protective device for site-specific conditions.

5.2 The protective device penetration rating does not imply that a device will perform as rated in all site conditions, approach routes, and topography. Also, this test method requires that the specimen only be tested at a specific impact location and, therefore, not all locations of impact can be tested and validated for a penetration rating. Other impact locations may provide different penetration ratings.

6. Apparatus

6.1 Appendix X1 provides recommendations on methods of data acquisition that are required by this test method. Appendix X2 provides an example form that may be used for surrogate test vehicle parameters to be measured before testing.

6.2 Pre-test data acquisition shall document the as-built, untested protective device and surrogate test vehicle configuration. Documentation includes as-built specifications and fabrication drawings for the protective device, measurements, and photography. Survey locations for evaluation of any base slab, columns, bollards, protective device, or protective device support elements that may define deformation, translation, rotation, and uplift should be recorded in pre-test and post-test states.

6.3 During the test, surrogate test vehicle impact speed and impact angle shall be measured. Video documentation, with perpendicular (profile), overhead, and downstream aligned with the centerline of the protective device (on surrogate test vehicle) shall be provided. Oblique views are recommended. Photographic instrumentation specifications shall be in accordance with SAE Standard J211-2. Minimum high-speed film or video shall be 400 fps or greater. Determination of impact time equals 0 s shall be established by the use of a contact ribbon switch mounted to the front face of the protective device or surrogate test vehicle bumper triggering a strobe flash that

can be recorded on the video documentation for cross referencing between video sources. In addition, the maximum dynamic penetration of any portion of the protective device or the surrogate test vehicle shall be measured from the initial reference location. In Fig. A1.1, the reference location is illustrated.

6.4 Surrogate test vehicle acceleration shall be measured beginning 500 ms before impact and ending after the vehicle has come to rest. The primary accelerometer shall be located within 305 mm [12 in.] of the x-axis, y-axis, and 50 mm [2 in.] of the z-axis of the center of gravity of the surrogate test vehicle and set to measure longitudinal and lateral acceleration. The secondary accelerometer shall be located within 305 mm [12 in.] directly above the rear axle and centered along the x-axis of the surrogate test vehicle and set to measure longitudinal and lateral acceleration. Electronic instrumentation specifications shall be in accordance with SAE Standard J211-1. Additionally, all accelerometers must have a minimum channel amplitude class of 75 g.

6.4.1 Collecting acceleration data 500 ms before impact provides data to determine the stability of the surrogate test vehicle before impact.

6.5 After the test, protective device deformation, movement of the protective device foundation, surrogate test vehicle penetration, and damage of both test article and surrogate test vehicle, if any, shall be documented with measurements, data recordings, and photography. See 6.2 for suggested data collection locations. Greatest displacement of any debris from the test article and any debris from the test article over 50 N [10 lb] shall be measured in a straight line from impact location. Measure the general extents of the debris field. Other parameters peculiar to a protective device may entail additional documentation. For instance, a gate may be shown to be operational after the collision, even though this is not a requirement of this test method.

7. Testing

7.1 *Impact Performance*—The impact speed that the protective device is to withstand shall be established by the supplier in consultation with the test director and others who might be involved. Actual impact speed shall be within the permissible speed range for the test to be deemed acceptable. During the test, the greater of the maximum dynamic intrusion of the surrogate test vehicle or the maximum dynamic displacement of any portion of the protective device into the protected area at the impact speed determines the dynamic penetration rating for that specific speed. Surrogate test vehicle dynamic penetration shall be referenced to the leading edge of the surrogate test vehicle. There are three nominal test speeds in this test method: 20, 35, and 50 km/h [10, 20 and 30 mph] (Table 1).

7.2 *Test Site:*

7.2.1 Tests shall be conducted at an accredited facility. These accredited facilities shall have adequate space to accelerate the surrogate test vehicle to the desired impact speed and have a 2-m [6.56-ft] minimum distance behind the protective device reference location, as shown in Fig. A1.1 and in

TABLE 1 Impact Condition Designations

Surrogate Test Vehicle Weight, N [lb]	Nominal Minimum Test Speed, km/h [mph]	Permissible Speed Range, km/h [mph]	Impact Speed Rating
	20 [10]	19 – 33.9 [9 – 18.9]	S10
22 250 ± 490 [5000 ± 110]	35 [20]	34 – 47.4 [19 – 27.4]	S20
	50 [30]	47.5 – 52.5 [27.5 – 32.5]	S30

accordance with Table 1. In general, the space in front of and behind the test article needs to be level and clear unless part of the test installation.

7.2.2 Tests shall be conducted on flat, level ground where the grade change is less than 2 %. Protective devices can then be installed on curbs/sidewalks if the impact side face of the protective device is installed within 0.41 m [1.35 ft] of the face of the curb/sidewalk. However, if the protective device’s impact side face is to be installed greater than 0.41 m [1.35 ft] away from the face of the curb/sidewalk, see 7.3.

7.2.3 For the first test, the test article will be embedded in washed sand. The washed sand will have a depth and width 1.5 times the foundation depth or 0.6 m [2 ft], whichever is greater up to a maximum of 1.8 m [6 ft] and extend 0.3 m [1 ft] below bottom of device. The washed sand shall be analyzed in accordance with Test Method C136 and classified in accordance with Practice D2487. The washed sand shall be classified as SP – poorly graded sand and be compacted to a density of not less than 90 % maximum dry density in accordance with AASHTO Method of Test T099.

7.2.4 If a second test is necessary, the test article foundation shall be installed in a concrete slab. The concrete slab shall be formed out of 25 000-kPa [3600-psi] concrete and tested in accordance with both Practice C31/C31M and Test Method C39/C39M. For the foundation to be considered rigid, the embedded foundation shall be in excess of three times the weight of the surrogate test vehicle or 66 800 N [15 000 lb].

7.3 *Test Article*—The protective device shall be constructed in a manner representative of the proposed actual service installation and conform to the supplier specifications and fabrication drawings. Any deviations from fabrication, specification, or erection details shall be noted in the test report. For instance, when the test article is to be installed greater than 0.41 m [1.35 ft] away from the curb, it shall be tested as such.

7.4 *Surrogate Test Vehicle*—The surrogate test vehicle shall be 22 2500 ± 490 N [5000 ± 110 lb] consisting of an impactor nose with the impact height at 710 ± 30 mm [28 ± 1 in.]. Table 2 provides the required dimensions and specifications for

TABLE 2 Surrogate Test Vehicle Properties

Property	Specification
Wheel Base	2540 ± 125 mm [100 ± 5 in.]
Track Width	1805 ± 50 mm [71 ± 2 in.]
Tire Size	225/75/R15
Tire Inflation Pressure (minimum)	450 kPa [65 psi]
Gross Static Weight	22 250 ± 490 N [5000 ± 110 lb]
Center of Gravity	710 ± 30 mm [28 ± 1 in.]

surrogate test vehicle properties.

7.4.1 The surrogate test vehicle is modeled after an American Association of State Highway and Transportation Officials (AASHTO) Manual for Assessing Safety and Hardware (MASH) 2270P Pickup Truck. This vehicle represents the 94th percentile in terms of vehicle weight for all passenger vehicles sold in 2002 and have similar weights and center of gravity as large SUV. The surrogate test vehicle stiffness represents a MASH 2270P test vehicle impacting a rigid 10 in. nominal diameter bollard at 48 km [30 mph]. A method shall be used to replicate the measured MASH 2270P test vehicle crush as the impactor nose displaces. The required stiffness rate is provided in Table 3. Common methods to replicate vehicle crush, while not exclusive, are the use of crushable aluminum honeycomb or linear-elastic springs. The impactor nose shall have zero stored energy before impact and no elastic rebound after the impact.

7.4.2 Ballasts shall be used to increase weight if needed. The vertical center of gravity shall be at 710 ± 30 mm [28 ± 1 in.]. Load applied by the surrogate test vehicle shall align through the center of gravity of the surrogate test vehicle. The lateral center of gravity shall be within 50 mm [2 in.] of the surrogate test vehicle geometric center. The impactor nose shall be built in accordance with provided fabrication drawings in Annex A2. The surrogate test vehicle shall have proper wheel alignment and steering according to the criteria set forth in Table 4.

7.5 Penetration Limitation:

7.5.1 A penetration rating can be given for each of the two tests in washed sand and a concrete slab. However, if the foundation’s horizontal displacement at ground level is 25 mm [1 in.] or less when the protective device is tested in the washed sand, then the system is considered rigid and no other test is needed. Review 7.3 for article to be installed as service application.

7.5.2 *Penetration Ratings*—In Table 5, penetration ratings for the predetermined limits are assigned as P1, P2, and failure. The dynamic penetration distance shall be reported and assigned a penetration rating.

8. Preparation of Apparatus

8.1 Test Article:

8.1.1 Each device, assembly, or structure used in a protective device shall be identified and documented by fabrication drawings and specifications.

8.1.2 All proprietary information shall be clearly indicated in the documents. All such information provided to the test director shall be safeguarded and shall not be disclosed to unauthorized personnel.

TABLE 3 Impactor Nose Stiffness

	<0.5 m [<19 in.]	0.5 – 0.78 mm [19 – 31 in.]	>0.78 mm [>31 in.]
Rate	110 N/mm [620 lb/in.] $\pm 10\%$	1425 N/mm [8125 lb/in.] $\pm 10\%$	490 300 N [110 000 lb] $\pm 10\%$ (constant)

TABLE 4 Steering and Wheel Alignment Properties for Surrogate Test Vehicle

Property	Left Wheel	Right Wheel
Caster	(+) 3.0° – (+) 5.0°	(+) 3.0° – (+) 5.0°
Camber	Neutral	Neutral
Toe	(+) 1.5 – (+) 3.0 mm [(+) 1/16 – (+) 1/8 in.]	

TABLE 5 Penetration Ratings

Penetration Rating Designation	Dynamic Penetration Distance, m [ft]
P1	≤ 0.30 [<1]
P2	0.31 – 1.22 [1 – 4]
Failure	≥ 1.23 [≥ 4]

8.1.3 Each drawing shall include the protective device title/description, drawing number, and date and shall be submitted in legible and recognized electronic format. Such formats include, but are not limited to cine, avi, or tiff files. Each drawing shall identify the protective device in exact detail. Fabrication drawings shall show the arrangement, locations, and dimensions of all components.

8.1.4 Specifications for materials used, location and type of all welds, and size and spacing of all reinforcing bars shall be included in the documents.

8.1.5 Standard commercial materials used in construction shall conform to configuration and performance standards established for the material by appropriate industrial specifications and shall be cited in the specifications.

8.1.6 Nonstandard materials or devices used in configurations not otherwise controlled by recognized industrial or supplier specifications shall be accompanied by full-disclosure drawings and specifications.

8.1.7 *Test Article Installation*—All test articles shall be installed according to specification. The construction process shall be documented with photographs. When being installed for the first test, the protective device shall be constructed and then embedded in the washed sand to the specified depth it would be installed in the field. Similarly, for the second test, the protective device shall be constructed as specified and then embedded in a concrete slab to create a rigid environment.

9. Procedure

9.1 *Compliance*—Once a test article is committed to testing for the purpose of obtaining a rating, a report of all testing conducted on the device or assembly shall be developed by the test director of the test laboratory regardless of the test outcome. Test documentation indicating compliance with the surrogate test vehicle impact resistance requirements and test results may be submitted to other interested agencies or end users by the test laboratory of the tested system with the permission of the supplier.

9.2 *Pre-test Submissions*—The supplier shall provide a test plan consisting of fabrication drawings and specifications of the device, assembly, or structure to be tested; configuration disclosure documentation; and proposed impact conditions to the test director at least 14 days in advance of testing. The supplier may provide the same information to the technical representative of any other interested agency or end user.

9.3 Impact Condition:

9.3.1 The method of surrogate test vehicle guidance before impact is optional providing the guidance system or its components do not cause significant changes in the surrogate test vehicle dynamics before, during, and immediately after impact. The surrogate test vehicle may be pushed, towed, or self-powered to the specified speed. If pushed or towed, the prime mover and guidance system shall be disengaged a minimum of 3 m [10 ft] before impact.

9.3.2 The surrogate test vehicle shall approach and impact the test article at $90 \pm 1.5^\circ$. Surrogate test vehicle impact, if not specified in Annex A1, shall be centered on the most vulnerable section or part of the protective device as determined by the test director and any other interested user agency or end user (see impact location in Section 3). Actual impact location shall be within ± 100 mm [4.0 in.] horizontally and vertically of this target.

9.3.3 Actual surrogate test vehicle impact speed shall be within the permissible range shown in Table 5 to receive the penetration rating for the intended nominal impact speed. Tests with an impact speed outside of this the acceptable range may still receive a penetration rating if the test director determines that the test is within the permissible impact speeds of another speed category and the test director concludes that the test was conducted in accordance with the rest of the specifications provided in this test method.

9.4 Evaluation of Performance Rating:

9.4.1 Measurement of any piece of the protective device or surrogate test vehicle that penetrates past the initial reference line on the protective device shall be recorded. See 3.1.10 for a description of dynamic penetration distance.

9.4.2 The penetration ratings designated in Table 5 shall be applied to all test types at all three speed levels.

9.5 Rating Assignment and Certification—If the tests are conducted in accordance with this test method, the test protective device shall be assigned a rating based on speed and dynamic penetration distance for each test. For example, the device rating would be S10/P2 for a test with an impact speed of 20 km/h [10 mph] and dynamic penetration distance of 0.31 to 1.22 m [1 to 4 ft].

10. Report

10.1 The test report, prepared by the test director of an accredited facility, shall include, but not be limited to, the following sections:

10.1.1 Identification—Name, address, and contact data of testing organization, responsible personnel, test facility location, and test date.

10.1.2 Protective Device Description—Describe as-built test article, including photographs, fabrication drawings, material specifications, and reference to design revisions from any earlier tests. Describe special fabrication and installation procedures (such as heat treatment, weldments, bolt tension, galvanizing in critical stressed areas, concrete unconfined compression strength on day of test, and so forth) that may influence structural behavior. Include fabrication drawings and specifications for recommended design changes.

10.1.3 Surrogate Test Vehicle Description—Describe surrogate test vehicle as per Fig. X2.1 in Appendix X2. Provide measurements and pictures.

10.1.4 Test Procedure—Describe the test facility and associated equipment, data acquisition systems, and procedures used in calibrating and processing data. Include all conditions applicable to protective device performance.

10.1.5 Findings—Use the format shown in Table 6. Include time-stamped video with before-and-after documentary coverage of the test article and surrogate test vehicle, high-speed data views of the impact (perpendicular (profile), overhead, and oblique (if obtained)), and title block for each identifying test and test conditions.

10.1.6 Evaluation—Discuss the dynamic performance of the test article (structural adequacy, vehicle trajectory, and penetration). Maximum extents of the debris field shall be documented. Provide conclusions regarding acceptability of dynamic performance and assign a rating.

11. Retest and Design Modifications

11.1 Retesting—Failure of any assembly or protective device to achieve the desired penetration rating when tested in

TABLE 6 Report Format

Item	Description	Format
Damage estimate	barrier length, elements, or components required to restore installation; rotation, translation, and uplift reported	text, drawings, or photos, or a combination thereof (same formats as above)
Debris field	maximum extents of post-test vehicle and test article components	text (MS Word) and photographs (jpeg, tiff, or bitmap)
Dynamic penetration rating	maximum dynamic deformation of test article as measured from high-speed video or film	test (MS Word)
Dynamic strain	strain gauge data from critical barrier/gate locations (when obtained)	plots (ordinate 100 microstrain greater than highest recorded; abscissa 100 ms) (Dplot or ASCII)
Final resting point	distance from the pre-impact, inside edge of a barrier to the defined vehicle location at final rest	test (MS Word)
Movie during test	sequence (four to eight frames minimum) during impact (perpendicular (profile), overhead, and oblique (if obtained))	video (VHS)/CD/photographs
Still photography	vehicle and barrier installation before and after test	photographs (jpeg, tiff, or bitmap)
Strain gauges	drawing showing strain gauge locations (when obtained)	drawing (PDF or MS Word)
Vehicle accelerations	lateral and longitudinal; filtered (SAE J211, Class 60 and 180)	plots (ordinate 10 g's greater than highest recorded; abscissa 300 ms) (Dplot or ASCII)
Speed at impact	speed of the test vehicle measured at a maximum of 4.6 m from location of impact	text (MS Word)

accordance with this test method does not preclude the modification and resubmission of that assembly design for retesting. Any retesting shall be conducted in accordance with all requirements in this test method.

11.2 Design Modifications:

11.2.1 All modified protective devices shall bear an addendum to the model number that clearly identifies it as a revised configuration differing from previous models and shall be provided by the supplier.

11.2.2 Once the desired penetration rating has been demonstrated, no design or material change shall be made unless retested.

12. Precision and Bias

12.1 *Precision and Bias*—No statement is made concerning either the precision or bias of this test method since the single test result merely states what penetration rating a protective device can receive for a given impact condition.

13. Keywords

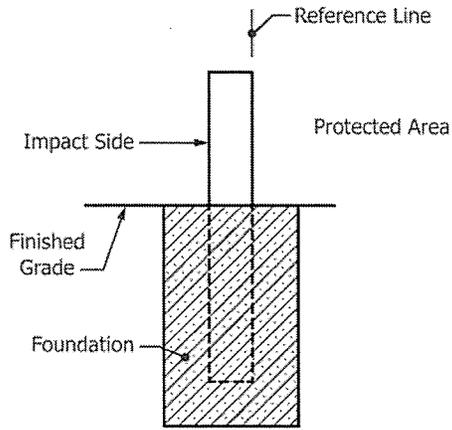
13.1 barrier; bench; bollard; curb; fence; impact speed; low speed; pedestrian protection; penetration rating; protective device; shallow mount; surrogate test vehicle; wall

ANNEXES

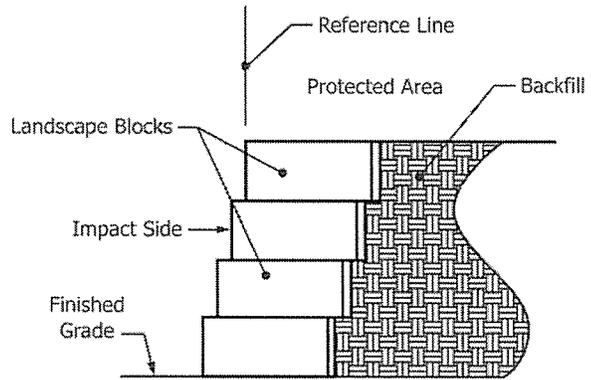
(Mandatory Information)

A1. PROTECTIVE DEVICE REFERENCE LOCATIONS

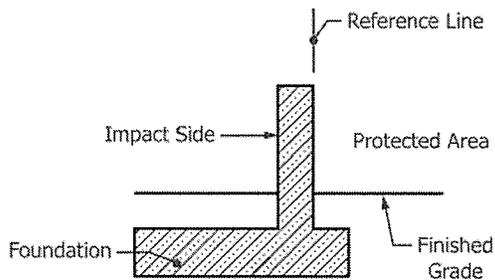
A1.1 See Fig. A1.1.



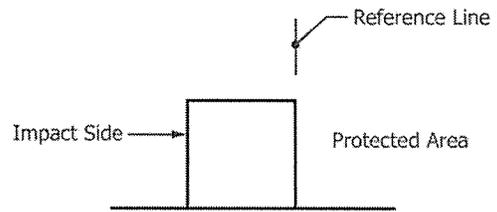
BOLLARD



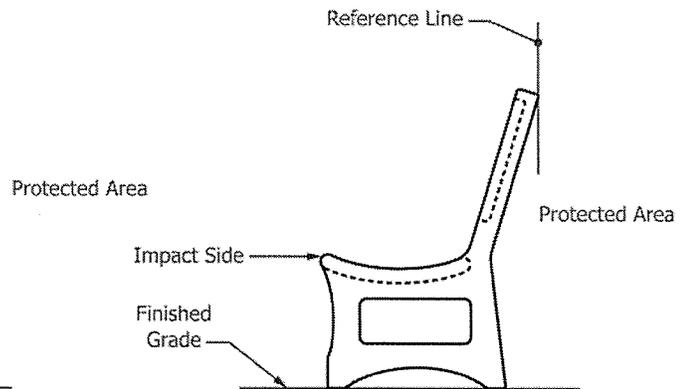
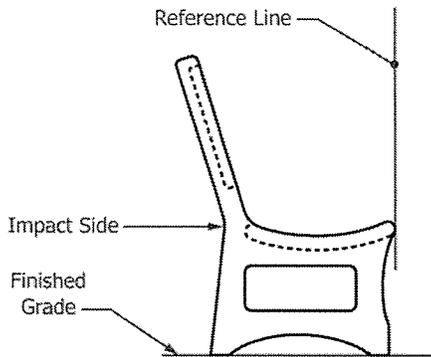
LANDSCAPE BLOCKS



KNEE WALL



BIN BARRIER



BENCHES

FIG. A1.1 Protective Devices Reference Locations

A2. SURROGATE TEST VEHICLE DIMENSIONS AND SPECIFICATIONS

A2.1 See Figs. A2.1 and A2.2.

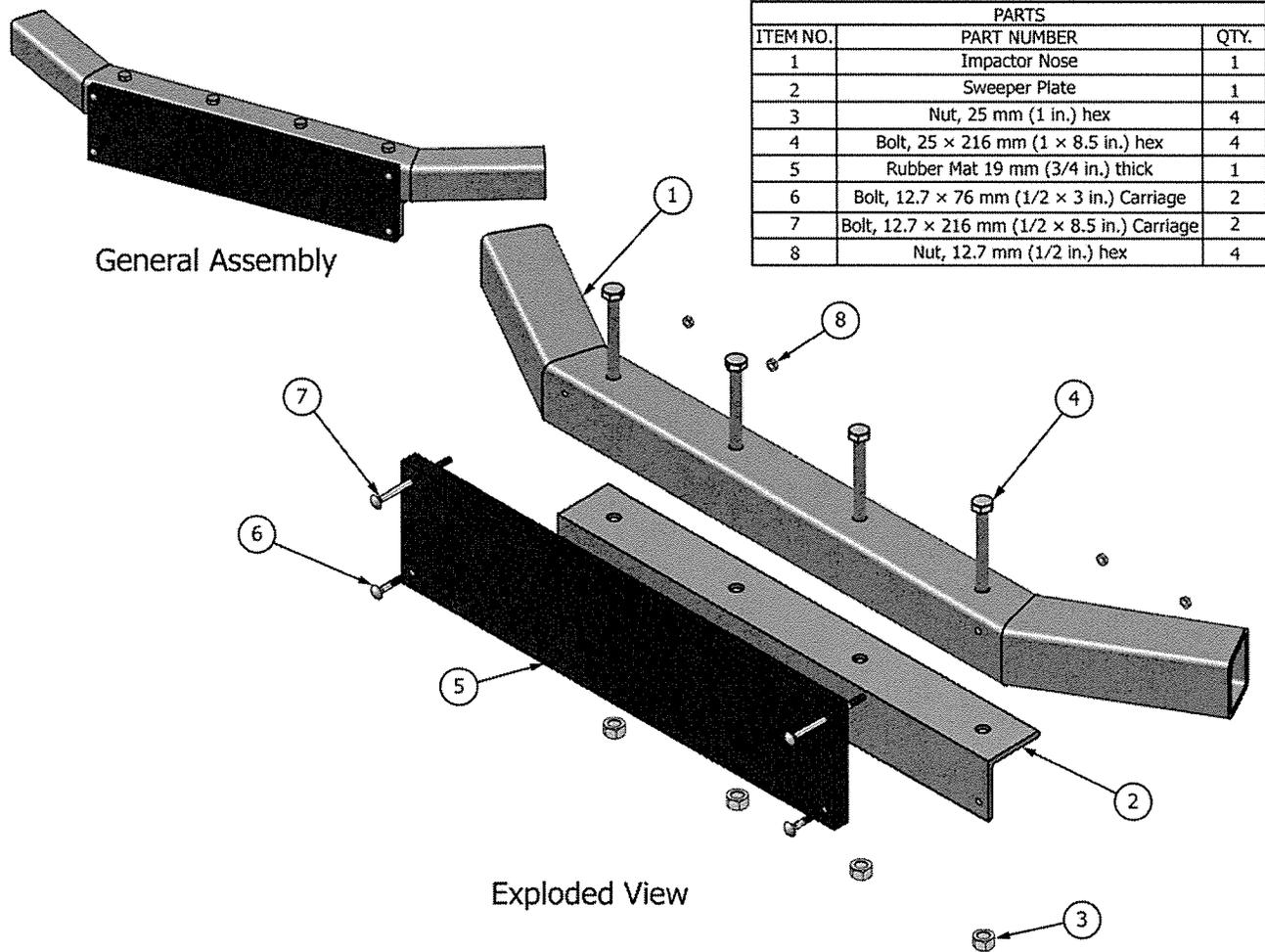
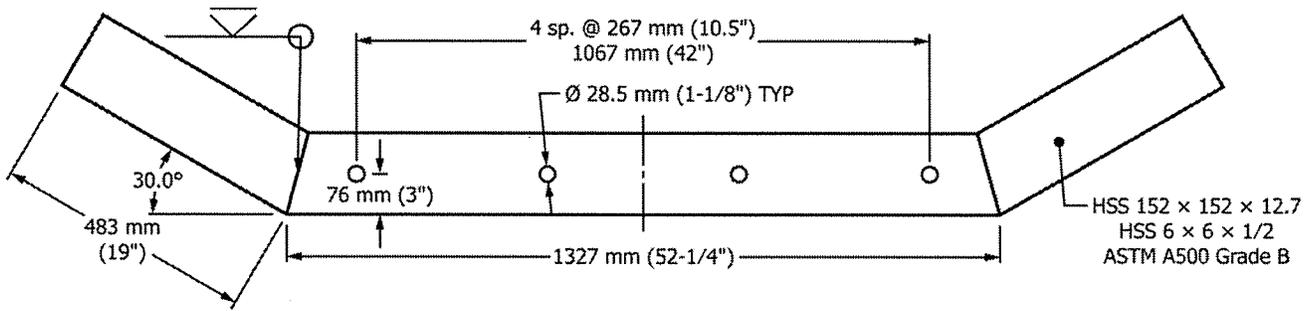


FIG. A2.1 Surrogate Test Vehicle Impactor Nose

① IMPACTOR NOSE
Plan View



② SWEEPER PLATE
Plan View

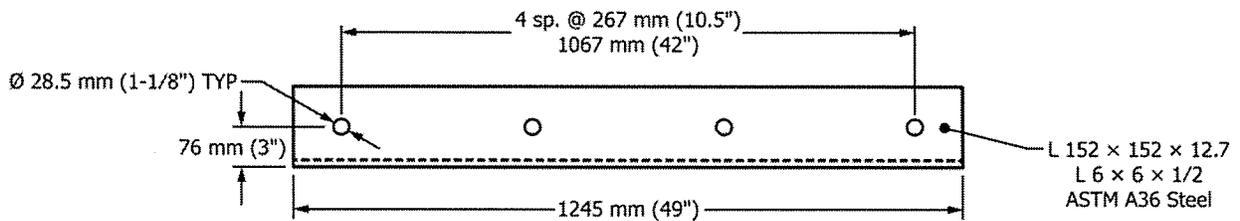


FIG. A2.2 Details for Surrogate Test Vehicle Impactor Nose

APPENDICES

(Nonmandatory Information)

X1. DATA ACQUISITION METHODS

X1.1 See Table X1.1 for data acquisition methods.



TABLE X1.1 Data Acquisition Methods

Phase	Parameter	Measurement Tolerances	Acceptable Techniques	Remarks
Pre-test	Test Article installation	±6 mm [0.25 in.]	General surveying equipment, photography	Post spacing, rail heights, alignment, orientation, and so forth are critical items. Survey locations for elevation of any base slab, columns, bollards, protective device, or protective device support elements that may define deformation, translation, rotation, and uplift should be recorded in pre-test and post-test states.
	Weight of surrogate test vehicle and onboard elements	±2 % of items but not more than ±880 N [198 lb]	commercial scales	Weight distribution of vehicle as tested.
	Geometry of surrogate test vehicle	±6 mm [0.236 in.]	common scales	See Appendix X2 for critical items.
	Protective device/surrogate test vehicle initial position	(not applicable)	Photography	Photos of protective device and surrogate test vehicle.
Test	Impact speed	±0.25 km/h (±0.07 m/s) [±1.86 mph (±2.72 ft/s)]	(a) overhead high-speed camera (b) perpendicular high-speed camera (c) speed trap	Minimum film speed of 400 fps. Speed measured during vehicle approach at a maximum 4.6 m from location of impact.
	Vehicle accelerations	±1 g	(a) accelerometers designed for high g service (b) high-speed cameras (to be used three dimensional only as backup or secondary system as a result of uncertainty in data processing attributed to a double differentiation calculation).	Lateral and longitudinal (and preferably vertical) accelerometers attached to a common mounting block and the block attached to the surrogate test vehicle structure on surrogate test vehicle centerline at center of surrogate test vehicle gross weight distribution (longitudinal). A second set of accelerometers is desired. Complete data system response from 0 to 500-Hz signal. Raw data recorded and maintained as permanent record. Data may be filtered for visual presentation. Minimum film speed of 400 fps. Internal or external timing device: stationary references located in field of view of at least two cameras positioned 90° apart. Layout and coordinates of references, camera positions, and impact location should be reported. Two vehicle references are to be located on the top of the surrogate test vehicle, one position as close to the center of gravity as possible and the second 1.0 m [3.28 ft] to the rear. Instant of impact should be denoted by a flash unit placed in view of data camera. The instant of impact should also be recorded on magnetic tape.
	Impact angle	±1.5°	overhead high-speed cameras	Minimum film speed of 400 fps.
	Dynamic Penetration	±6 mm [0.236 in.]	(a) overhead high-speed camera (b) perpendicular high-speed camera	Minimum film speed of 400 fps. Dynamic penetration measured from the reference location on the outermost edge of the protective device in its original position to the furthest to the part of the surrogate test vehicle or protective device that moved the furthest towards the protective area. See Fig. A1.1.
Post-test	Protective device permanent deformation/final position	6 mm [0.236 in.]	General surveying equipment	Greatest displacement of any debris measured from center of impact (linear distance) and greatest distance of any debris over 45 N [9.92 lb] (linear distance). Displacement of the foundation and protective device is to be determined.
	Protective device/surrogate test vehicle final position	(not applicable)	Photography	Photos of protective device and surrogate test vehicle.

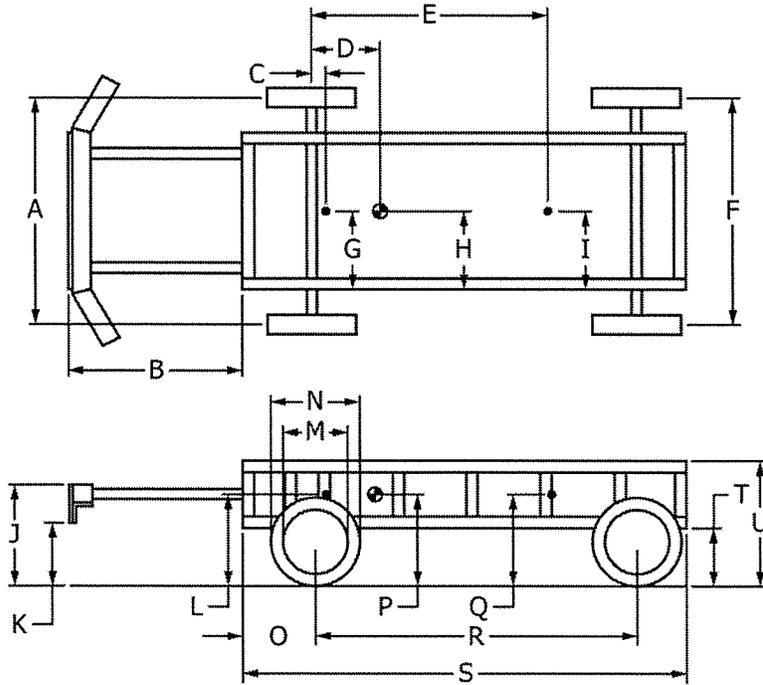
X2. SURROGATE TEST VEHICLE WITH DIMENSIONS AND PROPERTIES TO BE MEASURED AND RECORDED

X2.1 See Fig. X2.1 for surrogate test vehicle dimensions and properties to be measured and recorded.

Date: _____ Test No.: _____ Model: _____

Tire Inflation Pressure: _____ Tire Size: _____

Describe any damage to the surrogate test vehicle prior to test: _____



● Center of Gravity

• Accelerometer

Geometry: millimetre inches

A _____	F _____	K _____	P _____	U _____
B _____	G _____	L _____	Q _____	
C _____	H _____	M _____	R _____	
D _____	I _____	N _____	S _____	
E _____	J _____	O _____	T _____	

Weight Distribution: N lbs LF: _____ RF: _____ LR: _____ RR: _____

Weight:

N lbs	<u>Gross Static</u>
W_{front}	_____
W_{rear}	_____
W_{Total}	_____

FIG. X2.1 Vehicle Measurements for Surrogate Test Vehicle

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Field Work- Parking Lot Safety Ordinance

Malibu Seafood Restaurant

- The Parking Lot Safety Ordinance would apply to the Malibu Seafood Restaurant. The seating located to the east of the restaurant has no current protection from parking vehicles.



Malibu Colony Shopping Center

- There were at least two outdoor seating areas that would be subject to the pending ordinance. The first is located outside Subway. The second is located outside of Kaishin Malibu.





Malibu Country Mart

The Malibu Country Mart contains at least three locations that would benefit from parking safety improvements.





Malibu Village Shopping Center

Malibu Village has at least three possible outside seating areas that would benefit from parking safety improvements.



Outside of Missoni



Outside of Chipotle



Outside of Malibu Eye Center Optometry

Malibu Country Kitchen

Additional safety requirements may be needed at this site.



Trancas Shopping Center

- All outdoor pedestrian seating areas were either grade separated or already had bollards installed; staff to verify bollard specifications and grade separation.



**NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL**

The Malibu City Council will hold a public hearing on **Monday, March 14, 2016, at 6:30 p.m. in the Council Chambers, Malibu City Hall, 23825 Stuart Ranch Road, Malibu, CA**, on the approval of the project identified below.

ZONING TEXT AMENDMENT NO. 15-004 – The Malibu City Council will consider an ordinance and the Planning Commission’s recommendations for amendments to Malibu Municipal Code Chapter 17.48 (Off Street Parking and Loading Requirements) to establish parking lot safety standards for new and existing commercial parking lots citywide.

Applicant: City of Malibu
Location: Citywide
Case Planner: Christopher Deleau, Planning Manager
(310) 456-2489, extension 273
cdeleau@malibucity.org

The Planning Director has analyzed the project proposal described herein. The California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. Pursuant to CEQA Guidelines Section 15061(b)(3), where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The Planning Director determined that there is no possibility the amendment will have a significant effect on the environment and accordingly, the exemption set forth in Sections 15061(b)(3) and 15378(b)(5) applies.

A written staff report will be available at or before the hearing for the project. All persons wishing to address the Council regarding this matter will be afforded an opportunity in accordance with the Council’s procedures.

Copies of all related documents are available for review at City Hall during regular business hours. Written comments may be presented to the City Council at any time prior to the beginning of the public hearing.

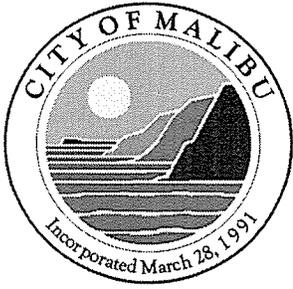
IF YOU CHALLENGE THE CITY’S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, AT OR PRIOR TO THE PUBLIC HEARING.

If there are any questions regarding this notice, please contact Christopher Deleau, Planning Manager, at (310) 456-2489, extension 273.



BONNIE BLUE
Planning Director

Publish Date: February 18, 2016



Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council
Prepared by: Christi Hogin, City Attorney *C. Hogin by dfg*
Date prepared: February 26, 2016 Meeting date: March 14, 2016
Subject: Malibu Minimum Wage Ordinance

RECOMMENDED ACTION: 1) After the City Attorney reads the title, introduce on first reading Ordinance No. 404 adding Chapter 9.36 (Minimum Wage) to the Malibu Municipal Code (MMC) Title 9 (Public Peace and Welfare) to establish a phased approach to reach \$15 per hour by 2020; and 2) Direct staff to schedule second reading and adoption of Ordinance No. 404 for the March 28, 2016 Adjourned Regular City Council meeting.

FISCAL IMPACT: There is no direct fiscal impact associated with the recommended action. If the ordinance is implemented, the minimum wage requirements will apply to the City. The required minimum wage amounts will be accounted for in future year budgets to accurately reflect the ordinance.

DISCUSSION: The City of Malibu seeks to enact a minimum wage ordinance that is consistent with minimum wage ordinances enacted in neighboring jurisdictions. The Malibu Municipal Code is currently silent on the issue of a minimum wage.

Providing a Living Wage

In Los Angeles County, as of 2015, a significant portion of the overall population (approximately twenty seven percent (27%)) is living in poverty, which is defined by the California Poverty Measure as an annual household income of less than \$30,785 for a family of four. Many impoverished County residents, despite working full-time, earn too little to cover bare necessities such as safe housing, healthy food, adequate clothing, and basic medical care. With each year, the cost of living in the County rises while real wages for the lowest income County residents stagnate or fail to keep pace.

Municipal minimum wage ordinances seek to address the problems caused by incomes that are inadequate to sustain workers and their families particularly in areas with a high

cost of living. Traditionally, public policy decisions of this nature were left to the federal or state governments which have available a variety of tools in the form of taxation and income redistribution. In the absence of meaningful action at the state or federal level, a trend in California has started of local minimum wages being instituted where appropriate.

Consistency with Neighboring Jurisdictions

The neighboring jurisdictions of Los Angeles County and City and the City of Santa Monica have recently adopted similar minimum wage ordinances. The City of Malibu has an interest in avoiding wage discrepancies between Malibu and its neighboring jurisdictions. The City also has an interest in ensuring that workers who live in Malibu and those that commute into the City for work are paid adequate living wages that keep pace with the rising cost of living.

In June 2015, the Los Angeles City Council adopted a general minimum wage ordinance that progressively reaches \$15.00 per year by 2020 and 2021 for smaller or non-profit organizations.

Following the lead of the City of Los Angeles, in July 2015, the Los Angeles County Board of Supervisors approved its own minimum wage ordinance that will progressively raise the minimum wage to \$15.00 in 2020. This ordinance applies to those who work for the county, those who work in the county's unincorporated areas and those whose employers contract with the county.

In addition to the City of Los Angeles and County of Los Angeles, the University of California system and the City of Santa Monica have recently adopted similar measures to increase the minimum wage within their jurisdictions.

Phased Implementation

Phased Implementation

As noted, the proposed ordinance mirrors the ordinance recently adopted by Los Angeles County. Under the proposed ordinance, employers with twenty-six (26) or more Employees shall pay Employees a wage of no less than the following hourly rates:

- a. On July 1, 2016, the hourly wage shall be \$10.50;
- b. On July 1, 2017, the hourly wage shall be \$12.00;
- c. On July 1, 2018, the hourly wage shall be \$13.25;
- d. On July 1, 2019, the hourly wage shall be \$14.25;
- e. On July 1, 2020, the hourly wage shall be \$15.00.

The City and County of Los Angeles provide a one-year delay for employers with twenty-five or fewer employees. By way of example, while employers with twenty-six employees must pay their employees \$10.50 on July 1, 2016 and \$12.00 on July 1, 2017, those with twenty-five or fewer have until July 1, 2017 to pay \$10.50 and July 1, 2018 to pay \$12.00. The proposed ordinance adopts the same approach as the City and County of Los Angeles and staff supports this approach.

Employers with twenty-five (25) or fewer Employees shall pay Employees a wage of no less than the following hourly rates:

- a. On July 1, 2017, the hourly wage shall be \$10.50;
- b. On July 1, 2018, the hourly wage shall be \$12.00;
- c. On July 1, 2019, the hourly wage shall be \$13.25;
- d. On July 1, 2020, the hourly wage shall be \$14.25;
- e. On July 1, 2021, the hourly wage shall be \$15.00.

Wages Tied to Consumer Price Index

Beginning on July 1, 2022, the minimum wage shall increase annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics. Beginning in 2022, and continuing each year thereafter, on January 1 the City Manager shall determine the adjusted rates which shall take effect on July 1 of that year and publish a bulletin announcing the adjusted rates.

Implementation

As cities have established minimum wage ordinances some have established offices to handle enforcement. For example, the City of San Jose will be providing enforcement for the cities of Sunnyvale, Mountain View, Palo Alto, and Santa Clara. Each city pays San Jose's office based on services provided and San Jose reports to the client cities on wage related activities. San Jose itself has had few wage claims. In approximately one year, in a city with approximately 70,000 businesses, San Jose city staff received approximately 50-60 emails or phone calls, of which only 25 were complaints, and many of those were not enforceable. Sunnyvale and Mountain View, through San Jose, have also experienced a fairly low number of claims. Most cities adopting local ordinances have included a series of provisions to deter employers from committing wage violations and provide workers protection for reporting them. The City and County of Los Angeles are establishing wage enforcement divisions.

Malibu is much smaller than the City of Los Angeles, County of Los Angeles, and City of Santa Monica. In adopting a local wage ordinance with different provisions than the State, the City will need the capacity to educate the community, businesses and workers about the new requirements, respond to inquiries, and prosecute claims. One important tool that is used by other municipalities that has garnered significant success is outreach and education. This includes work with community-based organizations, and a strong education campaign, to prioritize education and informal complaint resolution, and incentivize voluntary compliance.

Given the small size of Malibu and small number of impacted employees, staff recommends placing the responsibility for enforcement with the City Manager, or whomever the City Manager designates to carry out this obligation.

Protection for Employees

The proposed ordinance does include protections for employees. The ordinance prohibits employers from discharging, reducing in compensation, or otherwise discriminating against any Employee for things such as participating in proceedings related the ordinance, for seeking to enforce his or her rights under the ordinance by any lawful means, or for otherwise asserting rights under the ordinance.

Additionally, any purported waiver by an employee of the minimum wage ordinance shall be deemed contrary to public policy and shall be void and unenforceable.

Lastly, nothing in the ordinance limits the employees' rights to obtain relief to which he or she may be entitled at law or in equity.

Exemptions and Application to the City's Workforce

The proposed ordinance exempts public entities including the state, the federal government, the County and school districts. This is consistent with the County's ordinance.

The proposed ordinance does apply to the City and the City's workforce.

Impacts on Malibu Community

The proposed actions will have a minimal financial impact on the City. The proposed actions bring Malibu in line with neighboring jurisdictions and will help ensure that workers who live in Malibu and those that commute into the City for work are paid adequate living wages that keep pace with the rising cost of living.

SUMMARY: Staff recommends that the City Council introduce on first reading Ordinance No. 404 adding Section 9.36 (Minimum Wage) to the Malibu Municipal Code (MMC) Title 9 (Public Peace and Welfare) to establish a phased approach to reach \$15 per hour by 2020.

ATTACHMENT: Ordinance No. 404

ORDINANCE NO. 404

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MALIBU
ESTABLISHING A MINIMUM WAGE BY ADDING CHAPTER 9.36 TO THE
MALIBU MUNICIPAL CODE

The City Council of the City of Malibu does ordain as follows:

SECTION 1. A new Chapter 9.36 is added to Title 9 of the Malibu Municipal Code to read as follows:

Chapter 9.36
Minimum Wage

Sections:

- 9.36.010 Short title.
- 9.36.020 Purpose.
- 9.36.030 Definitions.
- 9.36.040 Minimum Wage.
- 9.36.050 Retaliatory Action Prohibited.
- 9.36.060 No Waiver of Rights.
- 9.36.070 Conflicts with other Laws and Savings Clause.
- 9.36.080 Implementation.
- 9.36.090 Coexistence with Other Available Relief.
- 9.36.100 Exemptions.

9.36.010 Short Title.

The Ordinance codified in this Chapter shall be known as the "Malibu Minimum Wage Ordinance."

9.36.020 Purpose.

The purpose of this Chapter is to set a local minimum wage, avoid wage discrepancies between Malibu and its neighboring jurisdictions, keep Malibu competitive in the job market, help ensure that workers in Malibu are paid adequate living wages that keep pace with the rising cost of living, and prevent workers from leaving the city for higher paying jobs, which will also help reduce traffic trips.

9.36.030 Definitions.

A. "Employee" means any individual who:

1. In a particular week performs at least two hours of work within the City for an Employer; and

2. Qualifies as an Employee entitled to payment of a minimum wage from any Employer under the California minimum wage law, as provided under section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission.

B. "Employer" means any person, as defined in section 18 of the California Labor Code, including a corporate officer or executive, who directly or indirectly or through an agent or any other person, including through the services of a temporary service or staffing agency or similar entity, employs or exercises control over the wages, hours, or working conditions of any employee.

9.36.040 Minimum Wage

A. For each hour worked within the City, an Employer shall pay its Employee no less than the hourly rates set forth below:

1. Employers with twenty-six (26) or more Employees shall pay Employees a wage of no less than the following hourly rates:

- a. On July 1, 2016, the hourly wage shall be \$10.50;
- b. On July 1, 2017, the hourly wage shall be \$12.00;
- c. On July 1, 2018, the hourly wage shall be \$13.25;
- d. On July 1, 2019, the hourly wage shall be \$14.25;
- e. On July 1, 2020, the hourly wage shall be \$15.00.

2. Employers with twenty-five (25) or fewer Employees shall pay Employees a wage of no less than the following hourly rates:

- a. On July 1, 2017, the hourly wage shall be \$10.50;
- b. On July 1, 2018, the hourly wage shall be \$12.00;
- c. On July 1, 2019, the hourly wage shall be \$13.25;
- d. On July 1, 2020, the hourly wage shall be \$14.25;
- e. On July 1, 2021, the hourly wage shall be \$15.00.

3. Beginning on July 1, 2022, the minimum wage shall increase annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics. Beginning in 2022, and continuing each year thereafter, on January 1 the City

Manager shall determine the adjusted rates which shall take effect on July 1 of that year and publish a bulletin announcing the adjusted rates.

B. For purposes of this Section, the number of Employees employed by an Employer shall be determined by the average number of Employees employed during the previous calendar year.

9.36.050 Retaliatory Action Prohibited.

No Employer shall discharge, reduce in compensation, or otherwise discriminate against any Employee for opposing any practice proscribed by this Chapter, for participating in proceedings related to this Chapter, for seeking to enforce his or her rights provided under this Chapter by any lawful means, or for otherwise asserting rights under this Chapter.

9.36.060 No Waiver of Rights.

Any purported waiver by an Employee of any or all of the provisions of this Chapter shall be deemed contrary to public policy and shall be void and unenforceable.

9.36.070 Conflict with Other Laws and Savings Clause.

A. Nothing in this Chapter shall be interpreted or applied so as to create any power or duty in conflict with any State or federal law.

B. This Chapter provides for payment of a local minimum wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy, or standard that provides for payment of higher or supplemental wages or benefits, or that extends other protections.

9.36.080 Implementation.

The City Manager or his or her designee, shall be responsible for administration of this Chapter which may include public education and outreach, promulgating guidelines and rules consistent with the provisions of this Chapter, and enforcing this Chapter consistent with Chapter 1.16 of the Malibu Municipal Code. Guidelines and rules promulgated by the City Manager, or his or her designee, pursuant to the authority provided under this Chapter shall have the force and effect of law and may be relied upon by employers, employees, and other parties to determine their rights and responsibilities under this Chapter.

9.36.090 Coexistence with Other Available Relief.

The provisions of this Chapter shall not be construed as limiting any Employee's right to obtain relief to which he or she may be entitled at law or in equity.

9.36.100 Exemptions.

The following persons and entities are exempt from the City of Malibu Minimum Wage Ordinance:

A. Any person not subject to, or exempt from, the State minimum wage, as provided under section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission; and

B. Public entities, including State, Federal, and County, including school districts, but not including the City.

SECTION 2. This Ordinance is consistent with the General Plan because it helps ensure that workers in Malibu are paid adequate living wages that keep pace with the rising cost of living, promotes a competitive work force, avoids wage discrepancies between Malibu and its neighboring jurisdictions, and prevents workers from leaving the city for higher paying jobs, which will also help reduce traffic trips.

SECTION 3. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED AND ADOPTED, this ___ day of _____, 2016.

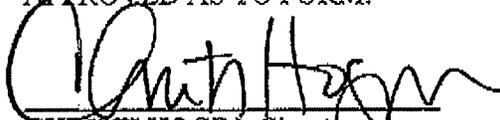
LAURA ROSENTHAL, Mayor

ATTEST:

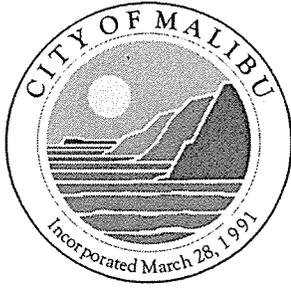
LISA POPE, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney



Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Prepared by: Robert DuBoux, Assistant Public Works Director/City Engineer

Reviewed by: Robert L. Brager, Public Works Director/City Engineer

Approved by: Jim Thorsen, City Manager

Date prepared: February 25, 2016

Meeting date: March 14, 2016

Subject: Point Dume Traffic Calming Improvements

RECOMMENDED ACTION: 1) Consider installing speed humps on Portshhead Road from Pacific Coast Highway to Boniface Drive; 2) Consider installing six radar speed advisory signs throughout the Point Dume neighborhood and Busch Drive; 3) Consider installing traffic lane edge striping on Grasswood Avenue and Fernhill Drive; 4) Consider installing a crosswalk at Heathercliff Road and Dume Drive; 5) Consider lowering the posted speed limit on Bluewater Road, Wildlife Road and Cliffside Drive from 30 miles per hour to 25 miles per hour; and 6) Consider requiring removal of encroachments by private property owners into the public right-of-way.

FISCAL IMPACT: The cost for these traffic calming devices was included in the Adopted Budget for Fiscal Year 2015-2016. The speed humps, traffic striping and new crosswalk will be added to the Fiscal Year 2015-16 Street Maintenance Project. There are sufficient funds remaining to include these items. The speed advisory signs will be paid under fund 310-9067, Speed Advisory Signs.

DISCUSSION: The Point Dume community have requested that the City address the recent speeding issues in the neighborhood and overall vehicle and pedestrian safety. On November 12, 2015, staff conducted a community meeting at the Point Dume Marine Science Elementary School to discuss various traffic calming options and to solicit input from the community. Comments from this meeting included excessive speeding, especially during the early morning hours, roadway encroachments which make the road too narrow and force pedestrians to walk within the travel lanes, on-street parking that encroaches into the traveled way, and the use of illegal golf carts.

Staff collected these comments and other traffic data to develop specific traffic calming improvements for the neighborhood. A second community meeting was held on February 23, 2016, at the Point Dume Marine Science Elementary School, to present the recommended traffic calming devices and solicit additional comments from the community. During the meeting, the following recommendations were made:

- Install speed humps on Portshhead Road from Pacific Coast Highway to Boniface Drive,
- Install radar speed advisory signs at select locations,
- Include traffic lane edge striping on Grasswood Avenue and Fernhill Drive,
- Install a crosswalk at Heathercliff Road and Dume Drive,
- Lower the speed limits on Bluewater Road, Wildlife Road, and Cliffside Drive from 30 miles per hour to 25 miles per hour (mph), and
- Remove encroachments from the public right-of-way and to address the parking/no parking area issues.

Staff is currently working on the final Point Dume Traffic Management Plan and will present the final recommendations to Council at a future meeting. However, the speed humps, traffic striping, lowering the speed limits, radar speed advisory signs, and removing encroachments from the public right-of-way received a general consensus from the community. Staff is recommending that these traffic calming improvements be implemented prior to the final adoption of the Point Dume Traffic Management Plan.

Speed Humps

Speed humps are being proposed on Portshhead Road from Pacific Coast Highway to Boniface Drive. These speed humps are approximately 12 feet wide and are 2-1/2 inches in height, span the entire width of the roadway, and will be placed approximately 300 feet apart. Speed humps have been an effective method of significantly reducing speeds. The City has installed speed humps on Malibu Road, Zumirez Drive, Wildlife Road and Grayfox Street. Residents on these streets have witnessed traffic speeds reduced after the speed humps were installed. The final location of the speed humps on Portshhead Road will be determined by staff.

Radar Speed Advisory Signs

Radar speed advisory signs are traffic calming tools that alert motorists of their speed, making speeding drivers aware that they are exceeding the speed limit. Studies have shown radar speed advisory signs produce 10-20% reductions in average roadway speeds, along with an increase in compliance with the posted speed limit. Radar speed advisory signs have been shown to be particularly effective at getting “super speeders”, speeders driving 20 mph or more over the posted speed limit, to slow down.

The Point Dume Traffic Management Plan identifies a total of nine radar speed advisory signs to be installed in the Point Dume neighborhood. A total of four signs will be installed in select locations. These locations will be used to evaluate the best locations

of the remaining signs. In addition, two signs will be installed on Busch Drive. Busch Drive is not in the study area, but was previously identified by staff as a location to install the signs. It is cost effective to complete this work at this same time.

Traffic Lane Edge Striping

The community has indicated that roadway encroachments and on-street parking encroaching into the traveled way make the road too narrow. This forces pedestrians to walk within the travel lanes and makes the road too narrow to allow for two way traffic and emergency vehicles to drive on these roadway segments. In order to alleviate this issue, traffic lane edge striping will be installed on Grasswood Avenue and Fernhill Drive. This striping will clearly identify the travel lanes and available areas to park within the shoulder area. The edge striping will also provide the Sheriff Department the justification to enforce illegal parking.

Crosswalk

A new crosswalk located at Heathercliff Drive and Dume Drive was requested during the community meetings. Crosswalk enhancements, such as striping, should be used to enhance the visibility of pedestrians at intersections. Per the California Vehicle Code, drivers must yield the right of way to pedestrians within a crosswalk, whether it is marked or unmarked, and pedestrians shall exercise caution and enter the crosswalk when it is safe to do so. Crosswalks are usually marked at intersections controlled by stop signs and where there are substantial amounts of pedestrians to justify the striping. At this location, several residences utilize this intersection to get to the Point Dume Village shopping center. To facilitate the pedestrian circulation, staff recommends a new crosswalk be installed.

Speed Limits

The speed limit of 25 mph for residential street segments is allowed per California Vehicle Code Section 22352 as defined below:

“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.”

Bluewater Road, Wildlife Road and Cliffside Drive currently have a posted speed limit of 30 mph. These street segments can be considered a “residence district” as defined above, so that a prima facie speed limit of 25 mph can be established for these

locations. Therefore, it is recommended that the speed limits for these street segments be modified from 30 mph to 25 mph.

Right-of-way Encroachments

The community also mentioned that private improvements have encroached into the public right-of-way. These encroachments reduce the shoulder area for parking and force pedestrians to walk within the travel lanes. The majority of those attending the community meetings mentioned that they were in favor of removing these encroachments within the City's right-of-way. Staff is recommending we begin this effort to remove encroachments in the same manner that we used to remove encroachments on Busch Drive. This process includes sending letters to all residents in the Point Dume area that encroachments will need to be removed by a date certain. Additional action will be required by staff to address those properties that are delinquent in removals.

Other Improvements

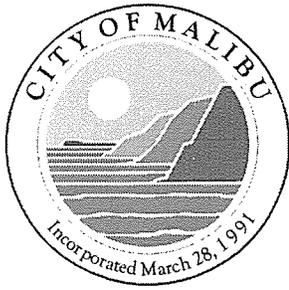
The existing parking and no parking areas were another concern from the community. The current no parking areas near beach access have caused public parking to expand into adjacent residential streets. As mentioned above, private improvements into the public right-of-way causes on-street parking to encroach into the traveled lanes. Residences have also commented that social media has broadcasted available beach parking in the Point Dume neighborhood. Staff is currently evaluating options to resolve the parking issues. The use of Golf carts will be a priority of the Sheriff's Department as they are enforcing the California vehicle code.

Lastly, a comment was raised regarding pedestrian circulation from the Point Dume Club to the Point Dume Village shopping center. Staff will begin exploring the possibility of installing a pedestrian walkway on Heathercliff Drive and will include that recommendation in the Point Dume Traffic Management Plan.

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA), the Planning Department has analyzed the proposed project and found that it is listed among the classes of projects that have been determined not to have a significant adverse effect on the environment, and therefore, is exempt from CEQA. Accordingly, a categorical exemption will be prepared pursuant to CEQA Guidelines Section 15301(c) – Repair/Maintenance/Minor Alteration of Existing Facilities. It has been further determined that none of the six exceptions to the use of a categorical exemption apply to this project (CEQA Guidelines Section 15300.2).

STAFF FOLLOW UP: Staff will bring the final Point Dume Traffic Management Plan to Council at a future meeting and will provide Council an update on the above recommended improvements.

ATTACHMENTS: None.



Council Agenda Report

To: Mayor Rosenthal and the Honorable Members of the City Council

Approved by: Jim Thorsen, City Manager 

Date prepared: February 29, 2016 Meeting date: March 14, 2016

Subject: New City Award (Mayor Pro Tem La Monte and Councilmember House)

RECOMMENDED ACTION: 1) At the request of Mayor Pro Tem La Monte and Councilmember House, adopt revised City Council Policy #29, Protocol for City Council Proclamations, Awards and Commendations, to establish a new City award to be named in honor of Walt and Lucille Keller and awarded to residents who have made extraordinary contributions to the City of Malibu and the Malibu community; and 2) Approve award of the 2016 Walt and Lucille Keller Award to Walt and Lucille Keller.

FISCAL IMPACT: There is no fiscal impact from the recommended action. Should the Council choose to establish the award, there will be a cost to produce each award that will be included in future budgets.

DISCUSSION: In 1986-1987, the County of Los Angeles wanted to install sewers and build more than 96,000 homes in Malibu, which was under County jurisdiction at that time. Knowing most residents wanted to keep Malibu rural, Lucille and Walt Keller rallied the community in favor of independent cityhood and formed the Malibu Committee for Incorporation (MCI) to get the issue on the ballot. With the County battling every step of the way, the Kellers spent countless hours over the four years it took for the cityhood campaign to reach a successful conclusion in 1991. In recognition of his efforts, Walt Keller was elected to serve as the first Mayor of the new City of Malibu.

Mayor Pro Tem La Monte and Councilmember House are requesting the Council create a new City award and present the first award as part of the City's 25th anniversary celebration on March 28, 2016 to Walt and Lucille Keller in recognition of their extraordinary leadership and their impact on both the history and the future of Malibu. The award, which would be named the Walt and Lucille Keller Award, would be presented to an individual who has made exemplary contributions that had a unique and lasting effect on the Malibu community.

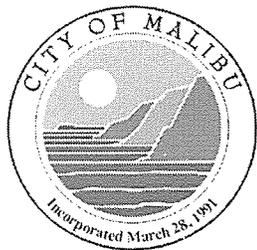
City Council Policy #29 (attached) outlines the protocol for presentation of proclamations, commendations and awards, which includes the criteria for the presentation of a Malibu City Tile. The City Tiles are given to those who serve seven or more years as a commissioner/committee member or volunteer, perform a singular act that brought honor or recognition to the community, contribute a lifetime of volunteer service or someone who a majority of the Council believes warrants special recognition.

Should the Council agree to establish the new award, Council Policy #29 would be amended to add a section for the Presentation of the Walt and Lucille Keller Award:

Presentation of the Walt and Lucille Keller Award – The Walt and Lucille Keller Award shall be awarded by the Malibu City Council to those individuals who have made an extraordinary impact on the City of Malibu through exemplary contributions that had a unique and lasting effect on the Malibu community. The award is named in honor of Walt and Lucille Keller in recognition of their leadership in Malibu's cityhood campaign and their continued contributions to the Malibu community.

The award shall be presented no more than once per year to coincide with the City anniversary of March 28. Staff shall request nominations from the community to be presented to the Council, which must vote unanimously to select one individual for that year's award.

ATTACHMENTS: Revised City Council Policy #29



City of Malibu

City Council Policy

Policy #29

Title: Protocol for City Council Proclamations, Awards and Commendations

Purpose: To establish the means by which ceremonial items, including the presentation of proclamations, awards and commendations, are placed on City Council agendas and acted on by the City Council.

Policy Statement:

Individual members of the City Council may request, through the City Clerk's Office, proclamations recognizing special events and occurrences of importance to the community, or the presentation of awards or commendations to members of the community who are deserving of special recognition for their ongoing work benefiting the community or for a singular accomplishment that brings honor and recognition to the Malibu community.

Implementation:

The general procedure for all such requests to be placed on the agenda for presentations to be made by the Mayor on behalf of the City Council is that such requests shall be submitted only by the Mayor or members of the City Council. Each request shall be made with sufficient background information to allow staff to prepare an appropriate form of recognition. This recognition shall take the form of a Proclamation, Commendation or Certificate of Recognition, or the award of a City Tile as set forth below. Requests for presentations shall be made through the City Clerk's Office at least three weeks prior to the date of the proposed presentation to allow the City Clerk sufficient time to prepare the appropriate form of recognition. Once the City Clerk has determined that the presentation request is consistent with this policy, the City Clerk shall prepare the necessary commendation and notify the recipient of the date, time and place of the intended presentation.

Presentation of the Walt and Lucille Keller Award – The Walt and Lucille Keller Award shall be awarded by the Malibu City Council to those individuals who have made an extraordinary impact on the City of Malibu through exemplary contributions that had a unique and lasting effect on the Malibu community. The award is named in honor of Walt and Lucille Keller in recognition of their leadership in Malibu's cityhood campaign and their continued contributions to the Malibu community.

The award shall be presented no more than once per year to coincide with the City anniversary of March 28. Staff shall request nominations from the community to be presented to the Council, which must vote unanimously to select one individual for that year's award.

Presentation of a Malibu City Tile – A City Tile shall be awarded by the Malibu City Council to those individuals and/or organizations that: (1) have served the City of Malibu for seven years or more as a City Councilmember, appointed member of a City commission, committee, board or task force, staff member, volunteer or any combination of the above; (2) have performed a singular accomplishment of merit and/or bravery which brings honor and recognition to the Malibu community; (3) have contributed a lifetime of volunteer service to the Malibu community; or (4) in the opinion of a majority of the City Council, warrants such special recognition.

The City Clerk shall keep records of years of service for all individuals serving in the above mentioned categories for the award based on years of city service. For the award based on a singular accomplishment of merit or bravery or lifetime volunteer service, each City Councilmember may nominate up to two individuals per year. Councilmembers shall then vote on the nominations. Each nominee receiving the votes of at least three Councilmembers shall receive the award for that year.

City Commendations or Certificates of Recognition – Each year, individuals and organizations perform good works for the benefit of the community. Additionally, local sports teams and individuals accomplish success on the playing field, in the classroom, in the workplace or through volunteer efforts. The Mayor and members of the City Council may at any time suggest a commendation or certificate of recognition to recognize these works and such commendation or certificate shall be prepared and presented in accordance with the general procedure stated above.

City Proclamations – Various non-profit organizations ask for City proclamations to help publicize good works and increase awareness of matters of public health and well-being. The Mayor shall place such proclamations on a City Council agenda at his/her discretion, recognizing that such proclamations are to be for non-profit causes only.

Date Adopted:

January 12, 1998

Date Amended:

October 12, 1998

October 22, 2012

March 14, 2016