

November 28, 2016 Regular Meeting

1. Meeting Agenda

Documents:

[CC161128_AGENDA.PDF](#)

2. Item 3A1

Second Reading and Adoption of Ordinance No. 412

Documents:

[CC161128_ITEM 3A1.PDF](#)

3. Item 3B2

Warrant Register No. 584

Documents:

[CC161128_ITEM 3B2.PDF](#)

4. Item 3B3

Approval of Minutes - October 24, 2016

Documents:

[CC161128_ITEM 3B3.PDF](#)

5. Item 3B4

Agreements for the Surfrider Plaza Initial Study

Documents:

[CC161128_ITEM 3B4.PDF](#)

6. Item 3B5

Amendments to the Wireless Communications Facilities Ordinances

Documents:

[CC161128_ITEM 3B5.PDF](#)

7. Item 3B6

Caltrans Supplemental Adopt-A-Highway Program

Documents:

[CC161128_ITEM 3B6.PDF](#)

8. Item 3B7

City representation of individually named respondents and defendants in *Wildlife II, LLC*

v. *City of Malibu*, Los Angeles County Superior Court Case No. SC126470

Documents:

[CC161128_ITEM 3B7.PDF](#)

9. Item 7A

Support for Standing Rock Sioux Tribe's Opposition to Construction of the Dakota Access Pipeline (Mayor Pro Tem Peak)

Documents:

[CC161128_ITEM 7A.PDF](#)

Malibu City Council
Regular Meeting Agenda

Monday, November 28, 2016

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

**City Hall – Council Chambers
23825 Stuart Ranch Road**

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

Approval of Agenda

Report on Posting of Agenda – November 17, 2016

1. Ceremonial/Presentations

None.

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

1. Second Reading and Adoption of Ordinance No. 412

Recommended Action: Conduct second reading, unless waived, and adopt Ordinance No. 412 determining the project is categorically exempt from the California Environmental Quality Act and amending Malibu Municipal Code Chapter 9.24 to prohibit food packaging, containers and food service ware made from polystyrene foam or other materials that are non-recyclable and non-compostable and repealing Ordinance No. 286.

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

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 48885-49075 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. 584 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$1,731,592.60. City of Malibu payroll check numbers 4717-4721 and ACH deposits were issued in the amount of \$155,328.79.

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

3. Approval of Minutes

Recommended Action: Approve the minutes for the October 24, 2016 Regular City Council meeting.

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

4. Agreements for the Surfrider Plaza Initial Study

Recommended Action: 1) Authorize the City Manager to execute an Agreement with Amec Foster Wheeler Environment and Infrastructure, Inc. for the preparation of an initial study for the proposed Surfrider Plaza commercial project located at 22959 Pacific Coast Highway; and 2) Authorize the City Manager to execute a Developer Reimbursement Agreement with Surfrider Plaza, LLC for the repayment of all costs associated with the preparation of the initial study.

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

5. Amendments to the Wireless Communications Facilities Ordinances

Recommended Action: Adopt Resolution No. 16-48 initiating amendments to Title 17 of the Malibu Municipal Code and to the Local Coastal Program to update the City's ordinances related to wireless communication facilities.

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

6. Caltrans Supplemental Adopt-A-Highway Program

Recommended Action: 1) Approve the recommendation from the Public Works Commission to pursue the Caltrans Supplemental Adopt-A-Highway (AAH) Program to remove litter along Pacific Coast Highway in the Zuma Beach Area from Busch Drive to Trancas Canyon Road and the Surfrider Beach Area from Webb Way to Carbon Canyon Road during a five-month period from May through September; and 2) Direct staff to apply for the Supplemental AAH Program on behalf of the City and negotiate an agreement with a Caltrans' approved AAH contractor to perform the work in an amount not to exceed \$9,000.

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

7. City representation of individually named respondents and defendants in *Wildlife II, LLC v. City of Malibu*, Los Angeles County Superior Court Case No. SC126470

Recommended Action: Direct the City Attorney to defend the following individually named respondents and defendants in *Wildlife II, LLC v. City of Malibu*, Los Angeles County Superior Court Case No. SC126470: Councilmember Lou La Monte, Councilmember Skylar Peak, Councilmember Joan House, Councilmember Laura Rosenthal, Councilmember John Sibert, Planning Director Bonnie Blue, Senior Code Enforcement Officer Doug Cleavenger, and Environmental Sustainability Department Director and Building Official Craig George.

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

4. Ordinances and Public Hearings

None.

5. Old Business

None.

6. New Business

None.

7. Council Items

A. Support for Standing Rock Sioux Tribe's Opposition to Construction of the Dakota Access Pipeline (Mayor Pro Tem Peak)

Recommended Action: At the request of Mayor Pro Tem Peak, adopt Resolution No. 16-49 in support of the Standing Rock Sioux Tribe's opposition to construction of the Dakota Access Pipeline, which is proposed to run through protected ancestral lands and sacred places in violation of Indian Treaties with the United States.

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

Presentations to Outgoing Councilmembers**Remarks by Outgoing Councilmembers****Adjournment – adjourn to 4:30 p.m. on December 12, 2016****Future Meetings**

Monday, December 12, 2016	4:30 p.m.	Adjourned Regular City Council Meeting	City Hall Council Chambers
Monday, December 12, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, December 26, 2016	CANCELLED		

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.

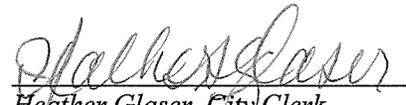
City Council Items are items, which individual members of the City Council may bring up for action, to propose future agenda items or to suggest future staff assignments. No new items will be taken-up after 10:30 p.m. without a two-thirds vote of the City Council.

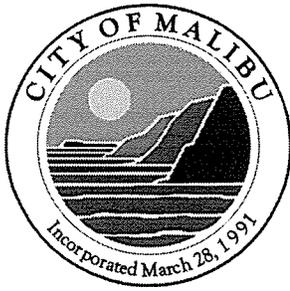
City Council meetings are aired live and replayed on City of Malibu Government Access Channel 3 and on the City's website at www.malibucity.org/video. Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of the City Clerk, 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 Craig George, (310) 456-2489, ext. 229. 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 17th day of November 2016.


Heather Glaser, City Clerk



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Heather Glaser, City Clerk

Approved by: Reva Feldman, City Manager 

Date prepared: November 15, 2016 Meeting date: November 28, 2016

Subject: Second Reading and Adoption of Ordinance No. 412

RECOMMENDED ACTION: Conduct second reading, unless waived, and adopt Ordinance No. 412 determining the project is categorically exempt from the California Environmental Quality Act and amending Malibu Municipal Code Chapter 9.24 to prohibit food packaging, containers and food service ware made from polystyrene foam or other materials that are non-recyclable and non-compostable and repealing Ordinance No. 286.

FISCAL IMPACT: None.

DISCUSSION: At the Regular City Council meeting on November 14, 2016, the City Council introduced on first reading Ordinance No. 412.

Ordinance No. 412 is presented to the City Council for adoption.

ATTACHMENTS: Ordinance No. 412

ORDINANCE NO. 412

AN ORDINANCE OF THE CITY OF MALIBU DETERMINING THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND AMENDING MALIBU MUNICIPAL CODE CHAPTER 9.24 TO PROHIBIT FOOD PACKAGING, CONTAINERS AND FOOD SERVICE WARE MADE FROM POLYSTYRENE FOAM OR OTHER MATERIALS THAT ARE NON-RECYCLABLE AND NON-COMPOSTABLE AND REPEALING ORDINANCE NO. 286

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

SECTION 1. Amendments

Title 9, Chapter 9.24 of the Malibu Municipal Code is hereby amended to read as follows:

“Chapter 9.24 Ban on Polystyrene Foam Food Packaging”

Section 9.24.010 Definitions

For purposes of this chapter, the following terms shall have the following meanings:

“ASTM Standard Specifications” means Standard Specifications for Compostable Plastics D6400 or Standard Specifications for Biodegradable Plastics D6868, as adopted or subsequently amended by the American Society for Testing and Materials (ASTM)

“City Facility” means any building, structure, park or vehicle owned and operated by the City of Malibu.

“City Facility Food Provider” means an entity that provides, but does not sell, Prepared Food at any City Facility.

“Compostable” means material that can be broken down into, or otherwise become part of usable compost in a safe and timely manner. “Compostable” also includes a plastic-like material if the material meets the ASTM Standard Specifications for compostability and the product is labelled in accordance with California Public Resources Code Section 42357 et seq. and Department of the Environment regulations for easy identification of Compostable products meeting ASTM Standard Specification for compostable plastics.

“Customer” means any person obtaining food or beverages from a restaurant or retail food vendor.

“City Manager” means the City Manager and/or his/her designees.

“Distribute” means the sale, offer for sale, or other transfer of possession of an item for compensation, either as a separate transaction or as part of the sale, offer for sale, or other transfer of possession of another item for compensation.

“Egg Carton” means a carton for raw eggs sold to consumers from a refrigerator case or similar appliance.

“Food Packager” means any person, located within the City of Malibu, who places meat, eggs, baked products, or other food in packaging materials for the purpose of retail sale of those products.

“Food Packaging” means all bags, sacks, wrapping, containers, bowls, plates, trays, cartons, cups, straws and lids which are made from Polystyrene Foam, on or in which any foods or beverages are placed or packaged on a restaurant’s or retail food vendor’s premises.

“Food Service Ware” means all containers, bowls, plates, trays, cups, lids, straws, forks, spoons, knives, napkins, and other like items that are designed for one-time use for prepared foods, including without limitation, service ware for takeout foods and/or leftovers from partially consumed meals prepared by food vendors. The term “Food Service Ware” does not include items composed of aluminium.

“Food Vendor” means any restaurant or retail food vendor located or operating within the City.

“Meat and Fish Tray” means any tray for raw meat, fish, or poultry sold to consumers from a refrigerator case or similar retail appliance.

“Non-Profit Food Provider” means a recognized tax exempt organization which provides food as a part of its services.

“Packing Material” means material used to hold, cushion, or protect items packed in a container for shipping, transport, or storage.

“Person” means any natural person, firm, corporation, partnership, or other organization or group however organized.

“Polystyrene Foam” means blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion polymer spheres (expanded bead polystyrene), injection molding, foam -molding, and extrusion-blown molding (extruded foam polystyrene). Polystyrene foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays, and egg cartons.

“Prepared Food” means food or beverages which are served on the Food Vendor's premises and are prepared on the Food Vendor's premises or within the City of Malibu by packaging, cooking, chopping, slicing, mixing, brewing, freezing or squeezing. Prepared Food does not include any uncooked meat or eggs. Prepared Food may be eaten either on or off the premises.

“Recyclable” means material that can be sorted, cleansed, and reconstituted using the City’s available recycling collection programs for the purpose of using the altered form in the

manufacture of a new product. Recycling does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.

"Restaurant" means any establishment located within the City that sells prepared food for consumption on, near, or off its premises. The term includes a restaurant operating from a temporary facility, cart, vehicle, or mobile unit.

"Retail Food Vendor", "Vendor" means any store, shop, sales outlet or other establishment, including a grocery store or a delicatessen, located within the City of Malibu, which provides Prepared Food.

9.24.020 Sale or Distribution of Non-Compliant Food Service Ware Prohibited

- A. No person may sell, offer for sale, or otherwise Distribute within the City
 1. Any Food Service Ware that is not either Compostable or Recyclable.
 2. Any Food Service Ware made, in whole or in part, from Polystyrene Foam.
- B. The City shall maintain a list of acceptable Compostable or Recyclable Food Service Ware products.

9.24.030 Use of Non-Compliant Food Service Ware Prohibited.

- A. Food Vendors may not sell, offer for sale, or otherwise Distribute Prepared Food
 1. In Food Service Ware made, in whole or part, from Polystyrene Foam, or
 2. In Food Service Ware that is not Compostable or Recyclable.
- B. City Facility Food Providers may not provide Prepared Food to City Facilities
 1. In Food Service Ware made, in whole or part, from Polystyrene Foam, or
 2. In Food Service Ware that is not Compostable or Recyclable
- C. City Departments may not purchase, acquire, or use Food Service Ware for Prepared Food
 1. Where the Food Service Ware is made, in whole or in part, from Polystyrene Foam
 2. Where the Food Service Ware is not Compostable or Recyclable
- D. City contractors and lessees may not use Food Service Ware for Prepared Foods in City Facilities or while performing under a City contract or lease
 1. Where the Food Service Ware is made, in whole or in part, from Polystyrene Foam
 2. Where the Food Service Ware is not Compostable or Recyclable
- E. The use or distribution of Non-Compliant Food Service Ware at special events sponsored or co-sponsored by the City of Malibu shall be prohibited. This prohibition shall apply to the event organizers, agents of the event organizers, event Food Vendors and any other party (including non-profit organizations) who enter into an agreement with one or more of the co-sponsors of the event to sell Prepared Food at the event or otherwise provide an event related service.

- F. All facilities rental agreements for any City Owned property or facility shall include a provision requiring contracting parties to assume responsibility for preventing the utilization and/or distribution of Non-Compliant Food Service Ware. The facility rental agreement shall indicate that the violating contractor's security deposit will be forfeited if the City Manager determines that Non-Compliant Food Service Ware was utilized in the violation of the rental agreement.
- G. It shall not be a violation of this section 9.24.030 to sell, provide, or purchase Prepared Food packaged in Food Service Ware otherwise prohibited by subsection (A) through (D) if the Prepared Food is packaged outside the City and is sold or otherwise provided to the consumer in the same Food Service Ware in which it is originally packaged. Businesses packaging Prepared Food outside the City are encouraged to use Food Service Ware that is compostable or Recyclable and is not made, in whole or in part, from Polystyrene Foam.

9.24.040 Other Polystyrene Foam Products

- A. No person may sell, offer for sale, or otherwise Distribute within the City the following materials if they are made in whole or in part from Polystyrene Foam, unless they are wholly encapsulated or encased within a more durable material:
1. Packing Materials, including shipping boxes and packing peanuts;
 2. Coolers, ice chests, or similar containers;
 3. Pool or beach toys; or
 4. Dock floats, mooring buoys, or anchor or navigational markers.
- B. No Polystyrene Foam product listed in Section 9.24.040(A) shall be allowed on any beach within the City.
- C. For purposes of Section 9.24.040(A)(1), Distribution of Packing Materials shall include using such materials to hold, cushion, or protect items to be packed in a container for shipping, transport, or storage, for compensation, where the packing takes place within the City. But it shall not include:
1. Receiving shipments within the City that include Polystyrene Foam, or some other non-compostable and non-Recyclable product, used as Packing Material;
 2. Re-using Packing Materials for shipping, transport, or storage within the same distribution system, where the Packing Materials are not sent to a consumer or end user;
 3. Donating used Packing Materials to another person, where the donor receives nothing of value for the donated Packing Materials; or
 4. Using Packing Materials donated under Section 9.24.040(C)(3) for shipping, transport, or storage, where the person using the Packing Materials receives nothing of value for the donated Packing Materials.
- D. After January 1, 2018, no person may sell, offer for sale, or otherwise Distribute for compensation within the City Meat and Fish Trays or Egg Cartons made, in whole or in

part, from Polystyrene Foam, or that are not Compostable or Recyclable, either as separate items or as part of the sale of raw meat, fish, poultry, or eggs sold to consumers from a refrigerator case or similar retail appliance.

9.24.050 Implementation

- A. The City Manager may waive the provisions of Sections 9.24.020, 9.24.030, 9.24.040 if:
1. The applicant demonstrates a feasibility based hardship. The person seeking the waiver must demonstrate to the City Manager's satisfaction that no reasonably feasible alternative exists to a specific non-compliant product.
 2. The applicant demonstrates compliance is unreasonably financially prohibitive. The person seeking the exemption must demonstrate to the City Manager's satisfaction that with respect to each specific non-compliant product, there is no suitable and reasonably affordable alternative product available.
 3. Strict application of the specific requirement would create an undue hardship, or practical difficulty, not generally applicable to other persons in similar circumstances, and good cause is shown.
- B. A person seeking a waiver under 9.24.050(A) must submit a written application on a form approved by the City Manager. The City Manager may require the applicant to submit additional information or documentation to make a determination regarding the waiver requested. The City Manager shall review requests for waivers on a case-by-case basis, and may grant the waiver in whole or in part, with or without conditions, for a period of up to 12 months. An applicant for renewal of a waiver must apply for a new waiver period no later than 60 days prior to the expiration of the then-current period to preserve a continuous waiver status. The City Manager shall review each application anew and base his or her determination on the most current information available. In no case shall a waiver be retroactive or continue past January 1, 2020.
- C. Any determination made by the City Manager pursuant to this section shall be appealable to the City Council. Any appeal must be in writing, filed with the City within five (5) calendar days of the at-issue City Manager decision, and shall specifically set forth the grounds for the appeal.

9.24.060 Enforcement and Penalties.

- A. The City Manager shall have primary responsibility for enforcement of this chapter. The City Manager is authorized to promulgate regulations and to take any and all other actions reasonable and necessary to enforce this chapter, including, but not limited to, inspecting any Vendor's premises to verify compliance.
- B. In addition to any criminal, civil or other legal remedy established by law that may be pursued to address violations of the municipal code, violations of the provisions of this chapter are subject to the administrative penalty provisions of Chapter 1.10.

- C. The City Attorney may seek legal, injunctive, or other equitable relief to enforce this chapter.
- D. The remedies and penalties provided in this section are cumulative and not exclusive of one another.

SECTION 2. 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.

SECTION 3. Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. The City Council hereby repeals Ordinance No. 286.

SECTION 5. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED AND ADOPTED this _____ day of November 2016.

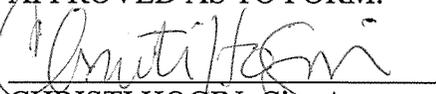
LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, City Clerk

Date: _____

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney

Item
3.B.2.

WARRANT REGISTER NO. 584

On November 28, 2016, the Malibu City Council allowed and approved the above warrant demand numbers 48885 – 49075 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 \$1,731,592.60. City of Malibu payroll check numbers 4717 - 4721 and ACH deposits were issued in the amount of \$155,328.79.

PASSED, APPROVED and ADOPTED this 28th day of November 2016.

Lou La Monte
Mayor

ATTEST:

Heather Glaser
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.

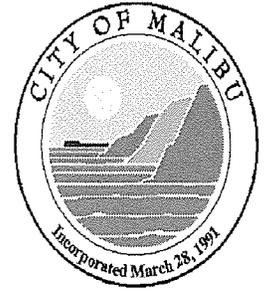
EXECUTED this 28th day of November 2016, AT MALIBU, CALIFORNIA

Reva Feldman
City Manager

Accounts Payable

Checks by Date - Summary By Check Number

User: jhand
Printed: 11/16/2016 - 9:10 AM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48885	ACCESS	Access Information Holdings LLC	10/27/2016	3,987.22
48886	ACCOUNT	OfficeTeam A Robert Half Compa	10/27/2016	3,157.70
48887	ALICEK	Kathryn Alice	10/27/2016	150.00
48888	ANDYGUMP	Andy Gump, Inc.	10/27/2016	105.73
48889	BONTHJE	Jean Marie Bonthous	10/27/2016	6.00
48890	BOVHEL	Helen Bovasso	10/27/2016	140.00
48891	BOYLEM	Marisa Boyle	10/27/2016	168.00
48892	CACODE	California Code Check, Inc	10/27/2016	18,013.00
48893	CALLMC	M.C. Callaghan	10/27/2016	388.50
48894	CRASHDAT	Crash Data Group, Inc	10/27/2016	101.52
48895	CRPRINT	CR PRINT	10/27/2016	168.00
48896	DAPEERR	Dapeer Rosenblit & Litvak LLP	10/27/2016	3,545.97
48897	DEMARTL	Linda De Martinez	10/27/2016	70.00
48898	DEPTTRA	State Of California Department Of	10/27/2016	6,485.52
48899	DURANDE	Erin Durand	10/27/2016	322.00
48900	ELYJRS	Hilario Simental Jr	10/27/2016	920.00
48901	EMPIRE	Empire Chemical Company Inc	10/27/2016	605.38
48902	FLASJAY	Jay Flashner	10/27/2016	140.00
48903	FRIEREB	Rebecca Friedman	10/27/2016	140.00
48904	Fugro	Fugro Consultants, Inc.	10/27/2016	21,752.02
48905	GATES	SWAG Corporation	10/27/2016	3,000.00
48906	GOLDPAM	Pamela Goldsmith	10/27/2016	70.00
48907	GRAINGER	W.W. Grainger, Inc	10/27/2016	102.28
48908	GRANICUS	Granicus, Inc	10/27/2016	1,200.00
48909	HASTINGS	Hastings & Co Inc	10/27/2016	2,323.75
48910	ICMAASS	ICMA Membership Renewals	10/27/2016	1,400.00
48911	KIWANIS	Kiwanis Club of Malibu	10/27/2016	1,749.73
48912	LACOANI	LA Co Animal Care & Control	10/27/2016	7,918.01
48913	LACOCLE	LA County Registrar-Recorder LA	10/27/2016	75.00
48914	LACOCLE	LA County Registrar-Recorder LA	10/27/2016	75.00
48915	LACOCLE	LA County Registrar-Recorder LA	10/27/2016	75.00
48916	LACOSHE	LA Co Sheriff'S Department	10/27/2016	7,364.09
48917	MAKERSM	Makers Mess LLC	10/27/2016	210.00
48918	MALBOARD	Malibu Boardriders Club	10/27/2016	820.29
48919	MALIBUS	Malibu Surfing Association	10/27/2016	100.57
48920	MALITIM	Malibu Times	10/27/2016	1,832.50
48921	MCCRORYC	Charles McCrory	10/27/2016	450.00
48922	MIMIAGA	Stephen Robert Mimiaga	10/27/2016	114,419.00
48923	MOSSER	Mosser Plumbing & Heating Inc	10/27/2016	556.86
48924	MURPHYC	Cassandra Murphy	10/27/2016	62.50
48925	MYERS&SO	Myers & Sons Construction, LP	10/27/2016	1,002,025.32
48926	NAICKERV	Vasudevan Naicker	10/27/2016	150.00
48927	NEXTEL	Nextel / Sprint Communication	10/27/2016	90.75
48928	PARKERAN	Parker-Anderson Enrichment	10/27/2016	1,295.00
48929	PARSARS	Public Agency Retirement Srvc	10/27/2016	300.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48930	PCRECYCL	PC Recycle LLC	10/27/2016	150.00
48931	PURCHAS	Purchase Power	10/27/2016	1,500.00
48932	RATZCHE	Chelsey Ratzlaff	10/27/2016	90.00
48933	READYREF	Nestle Waters North America Inc	10/27/2016	90.17
48934	REMOTESA	Remote Satellite Systems Int'l	10/27/2016	105.00
48935	SHOEDE	Deidre Shoemaker	10/27/2016	175.00
48936	SIBERTJ	John Sibert	10/27/2016	753.95
48937	SPRINGBR	Springbrook National User Group	10/27/2016	175.00
48938	STAPLES	Staples Contract & Commercial Ir	10/27/2016	1,500.98
48939	STONEEN	Stone Environmental Inc	10/27/2016	15,334.50
48940	TELEPAC	TelePacific Communications	10/27/2016	1,745.87
48941	ULINE	Uline Inc	10/27/2016	73.01
48942	VIAWEST	ViaWest Inc	10/27/2016	745.00
48943	XEROX	Xerox Corporation	10/27/2016	2,845.66
48944	BlueShic	Blue Shield of California	10/28/2016	934.64
48945	DELTADE	Delta Dental of California	10/28/2016	7,147.75
48946	ICMA457	ICMA Retirement Trust 457 - 303	10/28/2016	14,844.27
48947	ICMACM	ICMA 401-Plan # 108658	10/28/2016	496.15
48948	ICMADH	ICMA 401-Plan # 108650	10/28/2016	576.90
48949	MANAGED	Managed Health Network	10/28/2016	135.85
48950	PERSHEA	CalPERS Health	10/28/2016	84,935.06
48951	PERSRET	CalPERS Retirement	10/28/2016	32,676.55
48952	STANDARD	Standard Insurance Company N2	10/28/2016	5,140.43
48953	STANDARD	Standard Insurance Company N2	10/28/2016	218.83
48954	STANDARD	Standard Insurance Company N2	10/28/2016	49.38
48955	USBANK2	U.S. Bank	10/28/2016	874.88
48956	MHSTEACH	7th Grade Core Teachers Malibu I	11/03/2016	1,000.00
48957	ACCOUNT	OfficeTeam A Robert Half Compa	11/03/2016	1,190.00
48958	ACMS	All City Management Services Inc	11/03/2016	2,914.80
48959	APWA	American Public Works Associatio	11/03/2016	660.00
48960	AQUAAZUL	Aqua Azul Corporation	11/03/2016	525.83
48961	BACKNAT	Natalie Backman	11/03/2016	280.00
48962	BELTERD	Andrew Belter	11/03/2016	58.32
48963	BLUE	Bonnie Blue	11/03/2016	76.10
48964	CAMEB	Barbara A. Cameron	11/03/2016	8,026.58
48965	CASTRATE	California Strategies & Advocacy	11/03/2016	12,500.00
48966	CDHS EHS	California Dept of Public Health	11/03/2016	175.00
48967	CDHS EHS	California Dept of Public Health	11/03/2016	175.00
48968	CHENGY	Yvonne Cheng	11/03/2016	80.00
48969	CHEVRON	Chevron & Texaco Bus. Card Srv	11/03/2016	851.78
48970	COMPLIA	Compliance Biology, Inc.	11/03/2016	9,500.00
48971	CONEJOA	Conejo Awards	11/03/2016	10.75
48972	CONTRLAW	Contract Law Fund/ Contract Law	11/03/2016	40.00
48973	CPRSDIST	CPRS District 8	11/03/2016	55.00
48974	CRPRINT	CR PRINT	11/03/2016	778.26
48975	DISTORR	Rica Distor	11/03/2016	60.00
48976	ERNST	Jason Ernst	11/03/2016	103.68
48977	FRONTIER	Frontier California Inc	11/03/2016	364.99
48978	GARTPAT	Patricia Gartland	11/03/2016	24.14
48979	GOVCONN	GovConnection Inc	11/03/2016	852.95
48980	GOVERN	Governmental Financial Service	11/03/2016	5,400.00
48981	KIMLEY	Kimley-Horn and Associates Inc	11/03/2016	1,643.40
48982	KLUMPH	Klumph Family Trust	11/03/2016	60.00
48983	LACOCLE	LA County Registrar-Recorder LA	11/03/2016	75.00
48984	LACOWAT	LA Co MalibuTreasurer-Waterwor	11/03/2016	1,459.47

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48985	LIPPMAN	Peter Lippman	11/03/2016	330.00
48986	MALIBUB	Malibu Bay Company	11/03/2016	1.00
48987	MALITIM	Malibu Times	11/03/2016	240.00
48988	MENZIAN	Ian Menzies	11/03/2016	250.00
48989	MNS	MNS Engineers, Inc.	11/03/2016	5,705.00
48990	NAICKERV	Vasudevan Naicker	11/03/2016	75.00
48991	ODELT	Theresa Odello	11/03/2016	25.62
48992	PERFECTP	Lepe Perfect Painting Inc	11/03/2016	15,750.00
48993	REALITY	Reality High Productions	11/03/2016	35.73
48994	REGENCYL	Regency Enterprises Inc	11/03/2016	60.71
48995	REMOTESA	Remote Satellite Systems Int'l	11/03/2016	105.00
48996	ROSENTHA	Laura Rosenthal	11/03/2016	309.42
48997	ROUNDSTA	Round Star West LLC	11/03/2016	399.70
48998	RPBARRI	R P Barricade, Inc.	11/03/2016	1,554.63
48999	SAGAMI	Barbara G Sagami	11/03/2016	722.90
49000	SANTAMON	Santa Monica Heating & Air Conc	11/03/2016	391.70
49001	SEKMAR	Marina Sek	11/03/2016	129.16
49002	SHERIDAN	Colette Sheridan	11/03/2016	145.00
49003	SISTER	Sister Cities International	11/03/2016	415.00
49004	SMASH	Smash Athletics Inc	11/03/2016	834.55
49005	SOLIDWA	Solid Waste Solutions, Inc.	11/03/2016	31,500.68
49006	STECKATH	Kathleen Stecko	11/03/2016	105.84
49007	STEVENRM	Steven R. Mueller & Associates, I	11/03/2016	3,522.00
49008	SWINGJ	James Swing	11/03/2016	387.10
49009	UNDERGR	Underground Service Alert/SC	11/03/2016	72.00
49010	ICMA457	ICMA Retirement Trust 457 - 303	11/03/2016	14,896.17
49011	ICMACM	ICMA 401-Plan # 108658	11/03/2016	496.15
49012	ICMADH	ICMA 401-Plan # 108650	11/03/2016	576.90
49013	PERSRET	CalPERS Retirement	11/03/2016	32,778.71
49014	USBANK2	U.S. Bank	11/03/2016	1,023.86
49015	ACCOUNT	OfficeTeam A Robert Half Compa	11/10/2016	8,480.52
49016	AEGIS	AEGIS Security & Investigations	11/10/2016	1,050.00
49017	AGENT	Agent of Change LLC	11/10/2016	266.00
49018	ALLENF	Fletcher Allen	11/10/2016	38.29
49019	ARTTREK	ART Trek, Inc	11/10/2016	100.00
49020	BIOSOLUT	Bio Solutions, Inc	11/10/2016	366.67
49021	BRIGHTV	Brightview Landscape Services In	11/10/2016	21,996.70
49022	BURNS	Burns Pacific Construction Inc	11/10/2016	546.00
49023	CINTASFA	Cintas Corporation No. 2	11/10/2016	111.81
49024	COOPERM	Marsha Cooper	11/10/2016	549.00
49025	CROWLEYM	Mark Crowley	11/10/2016	175.00
49026	CRPRINT	CR PRINT	11/10/2016	143.43
49027	CURTISJE	Jeudi Curtis	11/10/2016	40.00
49028	DELSAN	Danny Delsi	11/10/2016	156.49
49029	DYASJAM	James William Dyas	11/10/2016	200.00
49030	EDD	Employment Development Dept	11/10/2016	25.00
49031	ELYJRS	Hilario Simental Jr	11/10/2016	920.00
49032	ERIKNIN	Nina Eriksson	11/10/2016	1,396.50
49033	FERCANOL	Laura DeMieri Fercano	11/10/2016	347.20
49034	FRONTIER	Frontier California Inc	11/10/2016	2,173.49
49035	GIINDUS	GI Industries	11/10/2016	3,092.31
49036	GOVCONN	GovConnection Inc	11/10/2016	593.54
49037	GOVERN	Governmental Financial Service	11/10/2016	7,740.00
49038	LACOCLE	LA County Registrar-Recorder LA	11/10/2016	75.00
49039	LACOCLE	LA County Registrar-Recorder LA	11/10/2016	75.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
49040	LACOCLE	LA County Registrar-Recorder LA	11/10/2016	75.00
49041	LACOSHE	LA Co Sheriff'S Department	11/10/2016	377.83
49042	Lance	Lance,Soll&Lunghard CPA's, LLI	11/10/2016	14,502.00
49043	MAGANAB	Brenda Magana	11/10/2016	52.44
49044	MALICOM	Malibu Comm Labor Exchange	11/10/2016	582.00
49045	MALIYEL	Khaled R. Karame	11/10/2016	13,855.20
49046	MASTERCO	Master Cooling Corporation	11/10/2016	1,881.17
49047	MAUCK	Kevin Mauch	11/10/2016	210.00
49048	MCDERMO2	McDermott Pumping, Inc.	11/10/2016	435.00
49049	MCNUNANE	Nanette McNulty	11/10/2016	145.00
49050	MIGINC	Moore Iacofano Goltsman Inc	11/10/2016	5,452.00
49051	MOLLR	Richard Mollica	11/10/2016	38.40
49052	MONAHAN	Ann Monahan	11/10/2016	280.00
49053	MONTANO	Alexander Montano	11/10/2016	960.00
49054	MOSSER	Mosser Plumbing & Heating Inc	11/10/2016	145.50
49055	MURPHYC	Cassandra Murphy	11/10/2016	93.75
49056	NAICKERV	Vasudevan Naicker	11/10/2016	225.00
49057	NATIONA	National Construction Rentals, Inc	11/10/2016	955.20
49058	ODELTA	Theresa Odello	11/10/2016	100.98
49059	PERFECTP	Lepe Perfect Painting Inc	11/10/2016	29,150.00
49060	PIERMIT	Mitchell Pieracci	11/10/2016	735.00
49061	PRECISI	Precision Business Machine Inc	11/10/2016	419.25
49062	PRODUCT	Productive Corporation	11/10/2016	8,483.36
49063	PROHOLME	Priscilla Holmes	11/10/2016	2,200.00
49064	RAMOREB	Rebecca Ramos	11/10/2016	22.37
49065	SCEDISO	Southern California Edison Comp	11/10/2016	12,553.66
49066	SMITHPI	Smith Pipe & Supply Inc	11/10/2016	105.29
49067	STAAB	Lorraine Staab	11/10/2016	145.00
49068	SUPPLYWO	Interline Brands Inc	11/10/2016	2,400.93
49069	TRIYOGA	TriYoga International	11/10/2016	200.00
49070	TURF	Turf Time West, Inc.	11/10/2016	8,700.00
49071	USBANK	U.S. Bank	11/10/2016	26,109.92
49072	VERIZONW	Verizon Wireless Services LLC	11/10/2016	1,135.42
49073	XANADU	Xanadu Service System	11/10/2016	2,250.00
49074	XEROX	Xerox Corporation	11/10/2016	3,654.36
49075	YOUNGBRU	Bruce Young	11/10/2016	1,176.00

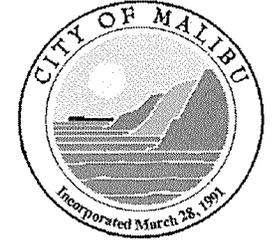
Report Total:

1,731,592.60

Accounts Payable

Transactions by Account

User: jhand
 Printed: 11/16/2016 - 9:26AM
 Batch: 00000.00.0000



Checks from: 00048885 To: 00049075

Account Number	description	Vendor	Description	Check No	Amount
Fund: 100					
Dept:0000					
100-0000-2021-00	COBRA Payable	Blue Shield of California	PR 20.10.2016 Vision Care - Pete	48944	8.50
100-0000-2021-00	COBRA Payable	Blue Shield of California	PR 20.10.2016 Vision Care - Stall	48944	8.50
100-0000-2021-00	COBRA Payable	Blue Shield of California	PR 20.10.2016 Vision Care - Tho	48944	-125.15
Vendor Subtotal for Dept:0000					-108.15
Dept:0000					
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 10.2016 Dental Insurance - H	48945	166.06
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 10.2016 Dental Insurance - Pe	48945	52.69
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 10.2016 Dental Insurance - St	48945	52.69
Vendor Subtotal for Dept:0000					271.44
Dept:0000					
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 20.10.2016 PERS EEShare - I	48951	358.12
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 20.10.2016 PERS ERShare - I	48951	488.99
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 03.11.2016 PERS EEShare - I	49013	358.12
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 03.11.2016 PERS ERShare - I	49013	488.99
Vendor Subtotal for Dept:0000					1,694.22
Dept:0000					
100-0000-3133-01	TOT Private Rental	Jean Marie Bonthous	Refund overpayment of Q1 '16 Tr	48889	6.00
Vendor Subtotal for Dept:0000					6.00
Dept:0000					
100-0000-3133-01	TOT Private Rental	Patricia Gartland	Refund overpayment of Transient	48978	24.14

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:0000	24.14
Dept:0000					
100-0000-3133-01	TOT Private Rental	Klumph Family Trust	Refund overpayment of Q3 '16-Ti	48982	60.00
				Vendor Subtotal for Dept:0000	60.00
Dept:0000					
100-0000-3202-00	Film Permit Fees	Barbara G Sagami	Refund Film Permit 16-277--Crec	48999	722.90
				Vendor Subtotal for Dept:0000	722.90
Dept:0000					
100-0000-3419-00	Credit Card Fees	Reality High Productions	Refund Film Permit 16-273 Credi	48993	35.73
				Vendor Subtotal for Dept:0000	35.73
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Nanette McNulty	Refund MS Basketball-Kevin-unc	49049	145.00
				Vendor Subtotal for Dept:0000	145.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Colette Sheridan	Refund Basketball-Johnny-Sched	49002	145.00
				Vendor Subtotal for Dept:0000	145.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Lorraine Staab	Refund Rec Basketball-Shafer-de	49067	145.00
				Vendor Subtotal for Dept:0000	145.00
Dept:0000					
100-0000-3466-00	Swim Use & Program Fee	Kathryn Alice	Refund CC charged twice when r	48887	150.00
				Vendor Subtotal for Dept:0000	150.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
100-0000-3468-00	Senior Adult Program Fee	Helen Bovasso	Refund Oct '16 Senior Excursion-	48890	140.00
Vendor Subtotal for Dept:0000					140.00
Dept:0000					
100-0000-3468-00	Senior Adult Program Fee	Jeudi Curtis	Refund Senior Center Excursion-	49027	40.00
Vendor Subtotal for Dept:0000					40.00
Dept:0000					
100-0000-3468-00	Senior Adult Program Fee	Linda De Martinez	Refund Oct '16 Senior Excursion-	48897	70.00
Vendor Subtotal for Dept:0000					70.00
Dept:0000					
100-0000-3468-00	Senior Adult Program Fee	Jay Flashner	Refund Oct '16 Senior Excursion-	48902	140.00
Vendor Subtotal for Dept:0000					140.00
Dept:0000					
100-0000-3468-00	Senior Adult Program Fee	Rebecca Friedman	Refund Oct '16 Senior Excur-Reb	48903	140.00
Vendor Subtotal for Dept:0000					140.00
Dept:0000					
100-0000-3468-00	Senior Adult Program Fee	Pamela Goldsmith	Refund Oct '16 Senior Excursion-	48906	70.00
Vendor Subtotal for Dept:0000					70.00
Dept:0000					
100-0000-3470-00	Community Classes	Deidre Shoemaker	Refund Zuma-Ocean Fasom-Sche	48935	175.00
Vendor Subtotal for Dept:0000					175.00
Dept:3001					
100-3001-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	11.62

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:3001					11.62
Dept:3001					
100-3001-5124-00	Traffic Signal Maintenance	State Of California Department Of Tr	PCH Signal Maint Jul-Sep '16	48898	6,485.52
Vendor Subtotal for Dept:3001					6,485.52
Dept:3001					
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	48.04
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	152.02
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	66.00
Vendor Subtotal for Dept:3001					266.06
Dept:3001					
100-3001-5722-00	Electricity	Southern California Edison Compan	Broad Beach-Oct'16	49065	26.35
100-3001-5722-00	Electricity	Southern California Edison Compan	Cross Creek Rd Ped-Oct'16	49065	25.25
100-3001-5722-00	Electricity	Southern California Edison Compan	Rambla Light-Oct'16	49065	16.94
100-3001-5722-00	Electricity	Southern California Edison Compan	St Lighting-Oct'16	49065	1,547.60
100-3001-5722-00	Electricity	Southern California Edison Compan	Traffic Control-Oct'16	49065	82.65
100-3001-5722-00	Electricity	Southern California Edison Compan	Winter Cyn-Oct'16	49065	49.54
Vendor Subtotal for Dept:3001					1,748.33
Dept:3001					
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Bluffs Park-Oct'16-1831	49035	371.24
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Equestrian Park-Oct'16-	49035	182.17
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Bus Stop-Oct'16-183153	49035	2,191.21
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	Garbage-Cross Creek-Oct'16-183	49035	175.83
Vendor Subtotal for Dept:3001					2,920.45
Dept:3001					
100-3001-6160-00	Operating Supplies	R P Barricade, Inc.	No Parking 12-5am signs	48998	1,554.63

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:3001	1,554.63
Dept:3001					
100-3001-6160-00	Operating Supplies	Underground Service Alert/SC	Dig Alerts-Sep'16	49009	72.00
				Vendor Subtotal for Dept:3001	72.00
Dept:3001					
100-3001-6160-00	Operating Supplies	U.S. Bank	Hart T-CMS signs supplies	49071	103.85
				Vendor Subtotal for Dept:3001	103.85
Dept:3007					
100-3007-5610-00	Fac Maintenance-Civic Center	Santa Monica Heating & Air Conditio	CCSTF A/C Repair	49000	391.70
				Vendor Subtotal for Dept:3007	391.70
Dept:3007					
100-3007-5610-01	Fac Maintenance-Paradise Cove	Aqua Azul Corporation	Paradise Cove Maint-UV Bulb	48960	525.83
				Vendor Subtotal for Dept:3007	525.83
Dept:3007					
100-3007-5721-00	Telephone	Frontier California Inc	Phone-Civic Center STF	49034	142.96
				Vendor Subtotal for Dept:3007	142.96
Dept:3007					
100-3007-5722-00	Electricity	Southern California Edison Company	CCSTF-Oct'16	49065	1,284.57
				Vendor Subtotal for Dept:3007	1,284.57
Dept:3008					
100-3008-4202-00	Health Insurance	CalPERS Health	PR 10.2016 Health Insurance - St	48950	598.75

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:3008	598.75
Dept:3008					
100-3008-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	30.46
				Vendor Subtotal for Dept:3008	30.46
Dept:3008					
100-3008-5100-00	Professional Services	All City Management Services Inc	School Crossing Guard Svcs-Sept	48958	2,914.80
				Vendor Subtotal for Dept:3008	2,914.80
Dept:3008					
100-3008-5100-00	Professional Services	MNS Engineers, Inc.	CofC 15-007/15-008/15-014/PM	48989	2,200.00
				Vendor Subtotal for Dept:3008	2,200.00
Dept:3008					
100-3008-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-PW-William W-W	48886	1,080.00
100-3008-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing PW-William W-W	49015	1,080.00
100-3008-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing PW-William W-W	49015	1,080.00
				Vendor Subtotal for Dept:3008	3,240.00
Dept:3008					
100-3008-5330-00	Dues & Memberships	American Public Works Association	2017 Annual APWA Membership	48959	660.00
				Vendor Subtotal for Dept:3008	660.00
Dept:3008					
100-3008-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	80.95
				Vendor Subtotal for Dept:3008	80.95
Dept:3008					

Account Number	description	Vendor	Description	Check No	Amount
100-3008-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Public Works	48938	118.58
			Vendor Subtotal for Dept:3008		118.58
Dept:3008					
100-3008-6160-00	Operating Supplies	U.S. Bank	Duboux R-Interview Panels lunch	49071	244.36
			Vendor Subtotal for Dept:3008		244.36
Dept:4001					
100-4001-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	8.31
			Vendor Subtotal for Dept:4001		8.31
Dept:4001					
100-4001-5107-00	Contract Personnel	AEGIS Security & Investigations Inc	Security Guards-Ride to the Flags	49016	1,050.00
			Vendor Subtotal for Dept:4001		1,050.00
Dept:4001					
100-4001-5107-00	Contract Personnel	Alexander Montano	Film Festival-AV Tech-Alex M-1	49053	960.00
			Vendor Subtotal for Dept:4001		960.00
Dept:4001					
100-4001-5107-00	Contract Personnel	Cassandra Murphy	First Aid instructor-C Murphy-10	48924	62.50
100-4001-5107-00	Contract Personnel	Cassandra Murphy	Instructor-C Murphy-Staff CPR tr	49055	93.75
			Vendor Subtotal for Dept:4001		156.25
Dept:4001					
100-4001-5405-00	Printing	Priscilla Holmes	Graphic Design-Winter 16/17-Re	49063	2,200.00
			Vendor Subtotal for Dept:4001		2,200.00
Dept:4001					
100-4001-5405-00	Printing	U.S. Bank	Riesgo K-Stock photos-Recreatio	49071	99.00
			Vendor Subtotal for Dept:4001		99.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:4001					
100-4001-5721-00	Telephone	Frontier California Inc	Phone-MHS Pool	49034	219.20
Vendor Subtotal for Dept:4001					219.20
Dept:4001					
100-4001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	199.23
Vendor Subtotal for Dept:4001					199.23
Dept:4001					
100-4001-6160-00	Operating Supplies	Nestle Waters North America Inc	Water-Bluffs/MHS Pool Staff 9/1:	48933	90.17
Vendor Subtotal for Dept:4001					90.17
Dept:4001					
100-4001-6160-00	Operating Supplies	Smash Athletics Inc	Staff Polo shirts/sweatshirts-reple	49004	834.55
Vendor Subtotal for Dept:4001					834.55
Dept:4001					
100-4001-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-P&R	48938	16.44
100-4001-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-P&R	48938	46.80
Vendor Subtotal for Dept:4001					63.24
Dept:4001					
100-4001-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Trancas Field postcards	49071	528.07
100-4001-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Parks supplies	49071	21.79
100-4001-6160-00	Operating Supplies	U.S. Bank	Gallo K-Shift Planning-Oct-Nov '	49071	85.00
100-4001-6160-00	Operating Supplies	U.S. Bank	Gallo K-Shift Planning-Sep-Oct '	49071	85.00
100-4001-6160-00	Operating Supplies	U.S. Bank	Gallo K-Staff Training snacks	49071	25.19
Vendor Subtotal for Dept:4001					745.05
Dept:4001					
100-4001-6170-00	Events	U.S. Bank	Frederiksen R-P&R Event tablecl	49071	79.60
100-4001-6170-00	Events	U.S. Bank	Crittenden A-Fred Ward Art Open	49071	367.06
100-4001-6170-00	Events	U.S. Bank	Gallo K-Rentals for Photography	49071	536.08

Account Number	description	Vendor	Description	Check No	Amount
100-4001-6170-00	Events	U.S. Bank	Shavelson E-Fred Ward Exhibit st	49071	40.51
			Vendor Subtotal for Dept:4001		1,023.25
Dept:4002					
100-4002-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	1.71
			Vendor Subtotal for Dept:4002		1.71
Dept:4002					
100-4002-6160-00	Operating Supplies	Cintas Corporation No. 2	Aquatic First Aid supplies-Pool	49023	111.81
			Vendor Subtotal for Dept:4002		111.81
Dept:4006					
100-4006-5107-00	Contract Personnel	Yvonne Cheng	Sports instructor-Y Cheng-Cheeri	48968	80.00
			Vendor Subtotal for Dept:4006		80.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Rica Distor	Sports instructor-R Distor-Cheerl	48975	60.00
			Vendor Subtotal for Dept:4006		60.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Nina Eriksson	Sports instructor-N Eriksson-Littl	49032	542.50
100-4006-5107-00	Contract Personnel	Nina Eriksson	Sports instructor-N Eriksson-You	49032	854.00
			Vendor Subtotal for Dept:4006		1,396.50
Dept:4006					
100-4006-5107-00	Contract Personnel	Mitchell Pieracci	Sports instructor-M Pieracci-MS	49060	735.00
			Vendor Subtotal for Dept:4006		735.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Chelsey Ratzlaff	Sports instructor-C Ratzlaff-Volle	48932	90.00
			Vendor Subtotal for Dept:4006		90.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:4006					
100-4006-5107-00	Contract Personnel	Bruce Young	Sports instructor-B Young-MS Gi	49075	1,176.00
			Vendor Subtotal for Dept:4006		1,176.00
Dept:4006					
100-4006-5300-00	Travel and Training	CPRS District 8	2016 Fall Forum-District 8 Traini	48973	55.00
			Vendor Subtotal for Dept:4006		55.00
Dept:4006					
100-4006-6160-00	Operating Supplies	U.S. Bank	Gallo K-Cross Country Medals	49071	30.40
			Vendor Subtotal for Dept:4006		30.40
Dept:4007					
100-4007-5107-00	Contract Personnel	Natalie Backman	Class instructor-N Backman-Chil	48961	280.00
			Vendor Subtotal for Dept:4007		280.00
Dept:4007					
100-4007-5107-00	Contract Personnel	Marisa Boyle	Class instructor-M Boyle-Parent&	48891	168.00
			Vendor Subtotal for Dept:4007		168.00
Dept:4007					
100-4007-5107-00	Contract Personnel	M.C. Callaghan	Class instructor-MC Callaghan-S	48893	115.50
100-4007-5107-00	Contract Personnel	M.C. Callaghan	Class instructor-MC Callaghan-S	48893	273.00
			Vendor Subtotal for Dept:4007		388.50
Dept:4007					
100-4007-5107-00	Contract Personnel	Erin Durand	Class instructor-E Durand-Hustle	48899	322.00
			Vendor Subtotal for Dept:4007		322.00
Dept:4007					
100-4007-5107-00	Contract Personnel	Parker-Anderson Enrichment	Class instructor-PA Enrichment-C	48928	840.00
100-4007-5107-00	Contract Personnel	Parker-Anderson Enrichment	Class instructor-PA Enrichment-N	48928	455.00

Account Number	description	Vendor	Description	Check No	Amount
					1,295.00
			Vendor Subtotal for Dept:4007		
Dept:4007					
100-4007-5107-00	Contract Personnel	Round Star West LLC	Class instructor-RSW-SSS-Kick &	48997	399.70
					399.70
			Vendor Subtotal for Dept:4007		
Dept:4007					
100-4007-5107-00	Contract Personnel	James Swing	Class instructor-J Swing-String In	49008	387.10
					387.10
			Vendor Subtotal for Dept:4007		
Dept:4007					
100-4007-6160-00	Operating Supplies	U.S. Bank	Reyna M-P&R SendGrid email se	49071	9.95
					9.95
			Vendor Subtotal for Dept:4007		
Dept:4008					
100-4008-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	4.20
					4.20
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-5107-00	Contract Personnel	ART Trek, Inc	Senior instructor-ArtTrek-Worksh	49019	100.00
					100.00
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-5107-00	Contract Personnel	Marsha Cooper	Senior instructor-M Cooper-Stret	49024	549.00
					549.00
			Vendor Subtotal for Dept:4008		
Dept:4008					
100-4008-5107-00	Contract Personnel	James William Dyas	Senior instructor-J Dyas-Jazz Ens	49029	200.00
					200.00
			Vendor Subtotal for Dept:4008		
Dept:4008					

Account Number	description	Vendor	Description	Check No	Amount
100-4008-5107-00	Contract Personnel	Laura DeMieri Fercano	Senior instructor-L Fercano-Choii	49033	347.20
			Vendor Subtotal for Dept:4008		347.20
Dept:4008					
100-4008-5107-00	Contract Personnel	Ann Monahan	Senior instructor-A Monahan-Aer	49052	280.00
			Vendor Subtotal for Dept:4008		280.00
Dept:4008					
100-4008-5107-00	Contract Personnel	TriYoga International	Senior instructor-TriYoga-Chair/\	49069	200.00
			Vendor Subtotal for Dept:4008		200.00
Dept:4008					
100-4008-5340-00	Transportation & Mileage	Theresa Odello	Reimburse mileage 9/8-11/2/16	49058	100.98
			Vendor Subtotal for Dept:4008		100.98
Dept:4008					
100-4008-6160-00	Operating Supplies	Theresa Odello	Reimburse Reader Theater suppli	48991	25.62
			Vendor Subtotal for Dept:4008		25.62
Dept:4008					
100-4008-6160-00	Operating Supplies	Rebecca Ramos	Reimburse Senior Ctr Nov Lunch	49064	22.37
			Vendor Subtotal for Dept:4008		22.37
Dept:4008					
100-4008-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-P&R-Senior Ctr	48938	114.88
			Vendor Subtotal for Dept:4008		114.88
Dept:4008					
100-4008-6160-00	Operating Supplies	U.S. Bank	Frederiksen R-Senior Ctr tableclo	49071	159.20
100-4008-6160-00	Operating Supplies	U.S. Bank	Odello T-Senior Center expenses	49071	574.20
			Vendor Subtotal for Dept:4008		733.40

Account Number	description	Vendor	Description	Check No	Amount
Dept:4009					
100-4009-5107-00	Contract Personnel	Mark Crowley	Teen Movie night AV Tech-M Crc	49025	175.00
Vendor Subtotal for Dept:4009					175.00
Dept:4009					
100-4009-5107-00	Contract Personnel	Makers Mess LLC	Creative Workshop 10/7/16 Wall 1	48917	210.00
Vendor Subtotal for Dept:4009					210.00
Dept:4009					
100-4009-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Parks supplies	49071	38.98
100-4009-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Haunted maze rentals	49071	750.00
100-4009-6160-00	Operating Supplies	U.S. Bank	Gallo K-Halloween supplies-Teen	49071	129.07
100-4009-6160-00	Operating Supplies	U.S. Bank	Gallo K-Teen Team Building Wor	49071	20.00
Vendor Subtotal for Dept:4009					938.05
Dept:4010					
100-4010-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	9.15
Vendor Subtotal for Dept:4010					9.15
Dept:4010					
100-4010-5100-00	Professional Services	Brightview Landscape Services Inc	City Parks-Landscape Maint-Oct	49021	8,946.70
Vendor Subtotal for Dept:4010					8,946.70
Dept:4010					
100-4010-5100-00	Professional Services	SWAG Corporation	Parks Security Services-Oct '16	48905	3,000.00
Vendor Subtotal for Dept:4010					3,000.00
Dept:4010					
100-4010-5100-00	Professional Services	Xanadu Service System	City Parks Janitorial Svcs-Oct '16	49073	2,250.00
Vendor Subtotal for Dept:4010					2,250.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:4010					
100-4010-5130-00	Parks Maintenance	Brightview Landscape Services Inc	Dog park drain installation to nea	49021	1,316.00
100-4010-5130-00	Parks Maintenance	Brightview Landscape Services Inc	Triangle median plants	49021	1,789.00
100-4010-5130-00	Parks Maintenance	Brightview Landscape Services Inc	Trancas Park-seed & topper	49021	3,475.00
Vendor Subtotal for Dept:4010					6,580.00
Dept:4010					
100-4010-5130-00	Parks Maintenance	National Construction Rentals, Inc	Trancas Park-Turf renovation pan	49057	955.20
Vendor Subtotal for Dept:4010					955.20
Dept:4010					
100-4010-5130-00	Parks Maintenance	Smith Pipe & Supply Inc	Parks supplies-caution tape/white	49066	105.29
Vendor Subtotal for Dept:4010					105.29
Dept:4010					
100-4010-5130-00	Parks Maintenance	Turf Time West, Inc.	Trancas Park Drill & Fill of Field	49070	8,700.00
Vendor Subtotal for Dept:4010					8,700.00
Dept:4010					
100-4010-5130-00	Parks Maintenance	U.S. Bank	Delsi D-Parks Maint supplies	49071	51.88
Vendor Subtotal for Dept:4010					51.88
Dept:4010					
100-4010-5300-00	Travel and Training	Andrew Belter	Reimburse mileage 10/13/16 trair	48962	58.32
Vendor Subtotal for Dept:4010					58.32
Dept:4010					
100-4010-5300-00	Travel and Training	Danny Delsi	Reimburse mileage 10/11-10/13/1	49028	156.49
Vendor Subtotal for Dept:4010					156.49
Dept:4010					
100-4010-5300-00	Travel and Training	U.S. Bank	Belter A-Little League storage bir	49071	74.73
100-4010-5300-00	Travel and Training	U.S. Bank	Delsi D-PAPA Seminar Training	49071	80.00

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:4010					154.73
Dept:4010					
100-4010-5610-00	Facility Maintenance	Bio Solutions, Inc	Trancas Park WWTS Maint-Oct'1	49020	250.00
100-4010-5610-00	Facility Maintenance	Bio Solutions, Inc	Las Flores WWTS Maint-Oct'16	49020	116.67
Vendor Subtotal for Dept:4010					366.67
Dept:4010					
100-4010-5610-00	Facility Maintenance	McDermott Pumping, Inc.	Bluffs Park-Septic tank pumping	49048	435.00
Vendor Subtotal for Dept:4010					435.00
Dept:4010					
100-4010-5610-00	Facility Maintenance	U.S. Bank	Delsi D-Bluffs Parks Fac Maint st	49071	266.44
Vendor Subtotal for Dept:4010					266.44
Dept:4010					
100-4010-5721-00	Telephone	Frontier California Inc	Phone-PCH Median	49034	46.73
100-4010-5721-00	Telephone	Frontier California Inc	Phone-Las Flores/Bluffs/Trancas	49034	423.27
Vendor Subtotal for Dept:4010					470.00
Dept:4010					
100-4010-5722-00	Electricity	Southern California Edison Company	Parks/Recs-Oct'16	49065	665.87
100-4010-5722-00	Electricity	Southern California Edison Company	PCH Median-Oct'16	49065	26.01
100-4010-5722-00	Electricity	Southern California Edison Company	Rambla Pacifico-Oct'16	49065	26.01
Vendor Subtotal for Dept:4010					717.89
Dept:4010					
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Las Flores-3659-8/15-10/1.	48984	934.22
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Las Flores-3761-8/15-10/1.	48984	375.73
100-4010-5723-00	Water	LA Co MalibuTreasurer-Waterworks	Water-Las Flores-Rambla side-8/	48984	149.52
Vendor Subtotal for Dept:4010					1,459.47

Account Number	description	Vendor	Description	Check No	Amount
Dept:4010					
100-4010-6160-00	Operating Supplies	Interline Brands Inc	Bluffs Park restroom supplies	49068	1,722.13
100-4010-6160-00	Operating Supplies	Interline Brands Inc	Equestrian Park restroom supplies	49068	283.29
100-4010-6160-00	Operating Supplies	Interline Brands Inc	Las Flores Park restroom supplies	49068	148.95
100-4010-6160-00	Operating Supplies	Interline Brands Inc	Trancas Park restroom supplies	49068	138.10
100-4010-6160-00	Operating Supplies	Interline Brands Inc	Bluffs Park restroom supplies	49068	108.46
Vendor Subtotal for Dept:4010					2,400.93
Dept:4011					
100-4011-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	6.23
Vendor Subtotal for Dept:4011					6.23
Dept:4011					
100-4011-6160-00	Operating Supplies	U.S. Bank	Riesgo K-Halloween Carnival sup	49071	86.62
Vendor Subtotal for Dept:4011					86.62
Dept:7001					
100-7001-5104-00	Lobbyist Services	California Strategies & Advocacy LI	Lobbying Svcs-Oct '16	48965	12,500.00
Vendor Subtotal for Dept:7001					12,500.00
Dept:7001					
100-7001-5300-00	Travel and Training	Laura Rosenthal	Reimburse mileage Meetings/Cor	48996	309.42
Vendor Subtotal for Dept:7001					309.42
Dept:7001					
100-7001-5300-00	Travel and Training	John Sibert	Reimburse Mileage-Meetings-9/1	48936	162.76
100-7001-5300-00	Travel and Training	John Sibert	Reimburse Expenses-League CA	48936	591.19
Vendor Subtotal for Dept:7001					753.95
Dept:7001					
100-7001-5300-00	Travel and Training	U.S. Bank	Feldman R-CA Contract Cities Sa	49071	240.96

Account Number	description	Vendor	Description	Check No	Amount
100-7001-5300-00	Travel and Training	U.S. Bank	Feldman R-CA Public Library Ad	49071	228.96
100-7001-5300-00	Travel and Training	U.S. Bank	Feldman R-Natl League/Cities Ar	49071	319.96
100-7001-5300-00	Travel and Training	U.S. Bank	Feldman R-League/Cities Conf e	49071	69.14
100-7001-5300-00	Travel and Training	U.S. Bank	Linden M-League/CA Cities Annu	49071	545.48
			Vendor Subtotal for Dept:7001		1,404.50
Dept:7001					
100-7001-5330-00	Dues & Memberships	Sister Cities International	FY 16/17 Annual Dues-Sister Citi	49003	415.00
			Vendor Subtotal for Dept:7001		415.00
Dept:7001					
100-7001-5721-00	Telephone - Cellular Data	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	132.00
			Vendor Subtotal for Dept:7001		132.00
Dept:7001					
100-7001-5930-00	Community Grants	7th Grade Core Teachers Malibu Higl	FY 16/17 General Fund Grant-MI	48956	1,000.00
			Vendor Subtotal for Dept:7001		1,000.00
Dept:7001					
100-7001-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-City Council	48938	46.86
100-7001-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-City Council	48938	28.33
			Vendor Subtotal for Dept:7001		75.19
Dept:7001					
100-7001-6160-00	Operating Supplies	U.S. Bank	Rector C-City Council Office sup	49071	49.43
100-7001-6160-00	Operating Supplies	U.S. Bank	Glaser H-Council Office supplies	49071	270.17
			Vendor Subtotal for Dept:7001		319.60
Dept:7002					
100-7002-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	11.36

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:7002					11.36
Dept:7002					
100-7002-5401-00	Advertising & Noticing	U.S. Bank	Myerhoff M-Facebook Advertisin	49071	2.42
Vendor Subtotal for Dept:7002					2.42
Dept:7002					
100-7002-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Media	48938	10.89
100-7002-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Media	48938	11.98
Vendor Subtotal for Dept:7002					22.87
Dept:7002					
100-7002-7600-00	Other Equip/Furniture	U.S. Bank	Montano A-Media supplies-cable	49071	148.22
Vendor Subtotal for Dept:7002					148.22
Dept:7003					
100-7003-4203-00	Vision Insurance	Blue Shield of California	PR 20.10.2016 Vision Care - Shav	48944	6.68
Vendor Subtotal for Dept:7003					6.68
Dept:7003					
100-7003-4204-00	Dental Insurance	Delta Dental of California	PR 10.2016 Dental Insurance - St	48945	49.46
Vendor Subtotal for Dept:7003					49.46
Dept:7003					
100-7003-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	20.74
Vendor Subtotal for Dept:7003					20.74
Dept:7003					

Account Number	description	Vendor	Description	Check No	Amount
100-7003-5105-00	Grant Consultant	Barbara A. Cameron	Grant Consulting Svcs-Oct '16	48964	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-Oct '1	48964	26.58
			Vendor Subtotal for Dept:7003		26.58
Dept:7003					
100-7003-5300-00	Travel and Training	U.S. Bank	Feldman R-League/Cities Conf e	49071	589.32
100-7003-5300-00	Travel and Training	U.S. Bank	Feldman R-CA Contract Cities Sa	49071	466.92
100-7003-5300-00	Travel and Training	U.S. Bank	Feldman R-CA Public Library Ad	49071	255.96
100-7003-5300-00	Travel and Training	U.S. Bank	Feldman R-Natl League/Cities Ar	49071	319.96
			Vendor Subtotal for Dept:7003		1,632.16
Dept:7003					
100-7003-5330-00	Dues & Memberships	ICMA Membership Renewals	ICMA renewal-2017	48910	1,400.00
			Vendor Subtotal for Dept:7003		1,400.00
Dept:7003					
100-7003-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	28.21
			Vendor Subtotal for Dept:7003		28.21
Dept:7003					
100-7003-6160-00	Operating Supplies	Conejo Awards	Badge replacement-Skylar/New E	48971	10.75
			Vendor Subtotal for Dept:7003		10.75
Dept:7003					
100-7003-6160-00	Operating Supplies	U.S. Bank	Feldman R-City Manager Office s	49071	19.31
100-7003-6160-00	Operating Supplies	U.S. Bank	Feldman R-Carwash city vehicle	49071	8.00
100-7003-6160-00	Operating Supplies	U.S. Bank	Linden M-Misc expenses	49071	31.01

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7003	58.32
Dept:7005					
100-7005-5103-00	Criminal Prosecution	Dapeer Rosenblit & Litvak LLP	City Prosecutor Svcs-Sep '16	48896	3,545.97
				Vendor Subtotal for Dept:7005	3,545.97
Dept:7007					
100-7007-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	6.31
				Vendor Subtotal for Dept:7007	6.31
Dept:7007					
100-7007-4210-00	Other	Employment Development Dept	Unemployment Expenses Jul-Sep	49030	25.00
				Vendor Subtotal for Dept:7007	25.00
Dept:7007					
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-Council Streaming-Nov	48908	800.00
100-7007-5100-00	Professional Services	Granicus, Inc	Granicus-Open Platform-Nov '16	48908	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	49071	35.00
				Vendor Subtotal for Dept:7007	35.00
Dept:7007					
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-CC-Kelsey P WE	48886	1,066.50
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing CC-Kelsey P-WE	49015	1,066.50
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing CC-Kelsey P-WE	49015	1,066.50
				Vendor Subtotal for Dept:7007	3,199.50

Account Number	description	Vendor	Description	Check No	Amount
Dept:7007					
100-7007-5150-00	Elections	U.S. Bank	Glaser H-Election expenses	49071	40.11
Vendor Subtotal for Dept:7007					40.11
Dept:7007					
100-7007-5300-00	Travel and Training	U.S. Bank	Glaser H-Monterey CA trip exper	49071	184.20
Vendor Subtotal for Dept:7007					184.20
Dept:7007					
100-7007-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-City Clerk	48938	59.54
Vendor Subtotal for Dept:7007					59.54
Dept:7007					
100-7007-6160-00	Operating Supplies	U.S. Bank	Glaser H-City Clerks Office supp	49071	15.82
Vendor Subtotal for Dept:7007					15.82
Dept:7021					
100-7021-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	4.45
Vendor Subtotal for Dept:7021					4.45
Dept:7021					
100-7021-5721-00	Telephone	Frontier California Inc	Phone-Disaster Hot Line/Tier/E91	49034	300.91
Vendor Subtotal for Dept:7021					300.91
Dept:7021					
100-7021-5721-00	Telephone	Nextel / Sprint Communication	Cell Phone-10/13-11/12/16	48927	90.75
Vendor Subtotal for Dept:7021					90.75
Dept:7021					
100-7021-5721-00	Telephone	Remote Satellite Systems Int'l	Satellite Phones-Oct'16	48934	105.00
100-7021-5721-00	Telephone	Remote Satellite Systems Int'l	Satellite Phones-Nov'16	48995	105.00

Account Number	description	Vendor	Description	Check No	Amount
					210.00
			Vendor Subtotal for Dept:7021		210.00
Dept:7021					
100-7021-5721-00	Telephone	Verizon Wireless Services LLC	WiFi Hot Spot-EOC-Nov '16	49072	33.41
					33.41
			Vendor Subtotal for Dept:7021		33.41
Dept:7021					
100-7021-6160-00	Operating Supplies	U.S. Bank	Davis B-EOC supplies	49071	48.85
					48.85
			Vendor Subtotal for Dept:7021		48.85
Dept:7021					
100-7021-7800-00	Other Equipment	U.S. Bank	Davis B-EOC equipment/supplies	49071	217.70
					217.70
			Vendor Subtotal for Dept:7021		217.70
Dept:7031					
100-7031-5100-00	Professional Services	Kevin Mauch	Parking Citation Hearing Officer-	49047	210.00
					210.00
			Vendor Subtotal for Dept:7031		210.00
Dept:7031					
100-7031-5106-00	Animal Control Services	LA Co Animal Care & Control	Animal Control-Sep '16	48912	7,918.01
					7,918.01
			Vendor Subtotal for Dept:7031		7,918.01
Dept:7031					
100-7031-5115-00	Law Enforcement Services	LA Co Sheriff'S Department	Law Enforce Svcs-Prisoner Maint	49041	377.83
					377.83
			Vendor Subtotal for Dept:7031		377.83
Dept:7031					
100-7031-5640-00	Equipment Maintenance	Crash Data Group, Inc	Sheriff equipment software licens	48894	101.52

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:7031	101.52
Dept:7031					
100-7031-5640-00	Equipment Maintenance	Southern California Edison Compan	Tier-Oct'16	49065	121.71
				Vendor Subtotal for Dept:7031	121.71
Dept:7031					
100-7031-7800-00	Public Safety Equipment	U.S. Bank	Davis B-VOP equipment/supplies	49071	16.75
				Vendor Subtotal for Dept:7031	16.75
Dept:7031					
100-7031-7800-00	Public Safety Equipment	Verizon Wireless Services LLC	WiFi Hot Spot-VOP-Nov '16	49072	67.04
				Vendor Subtotal for Dept:7031	67.04
Dept:7054					
100-7054-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	27.95
				Vendor Subtotal for Dept:7054	27.95
Dept:7054					
100-7054-5100-00	Professional Services	Governmental Financial Service	15/16 Year End Closing-Sep '16	48980	5,400.00
100-7054-5100-00	Professional Services	Governmental Financial Service	15/16 Year End Closing-Oct '16	49037	7,740.00
				Vendor Subtotal for Dept:7054	13,140.00
Dept:7054					
100-7054-5100-00	Professional Services	Lance,Soll&Lunghard CPA's, LLP	FY 15/16 Financial Audit	49042	14,502.00
				Vendor Subtotal for Dept:7054	14,502.00
Dept:7054					
100-7054-5100-01	City Treasurer	Peter Lippman	City Treasurer-Oct '16	48985	330.00
				Vendor Subtotal for Dept:7054	330.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:7054					
100-7054-5117-00	Film Permit Consultant	Frontier California Inc	Phone-Film Fax	49034	34.88
Vendor Subtotal for Dept:7054					34.88
Dept:7054					
100-7054-5117-00	Film Permit Consultant	Solid Waste Solutions, Inc.	Film Permits-Oct '16	49005	31,500.68
Vendor Subtotal for Dept:7054					31,500.68
Dept:7054					
100-7054-5300-00	Travel and Training	Contract Law Fund/ Contract Law En	CCCA BoD Mtg-8/20/16-Lisa S t	48972	40.00
Vendor Subtotal for Dept:7054					40.00
Dept:7054					
100-7054-5300-00	Travel and Training	U.S. Bank	Soghor L-Expenses for League/C.	49071	436.22
100-7054-5300-00	Travel and Training	U.S. Bank	Soghor L-Expenses-Municipal Fi	49071	375.00
Vendor Subtotal for Dept:7054					811.22
Dept:7054					
100-7054-5340-00	Transportation & Mileage	U.S. Bank	Soghor L-Parking for League/CA	49071	52.00
Vendor Subtotal for Dept:7054					52.00
Dept:7054					
100-7054-5405-00	Printing	CR PRINT	Payroll/ACH check stock (5000)	48974	778.26
Vendor Subtotal for Dept:7054					778.26
Dept:7054					
100-7054-6120-00	Computer Software < \$1,000	Springbrook National User Group In	Membership Renewal 2017	48937	175.00
Vendor Subtotal for Dept:7054					175.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:7054					
100-7054-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Finance	48938	61.92
Vendor Subtotal for Dept:7054					61.92
Dept:7054					
100-7054-6160-00	Operating Supplies	U.S. Bank	Montano A-Webex Monthly fee	49071	24.00
Vendor Subtotal for Dept:7054					24.00
Dept:7058					
100-7058-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	5.42
Vendor Subtotal for Dept:7058					5.42
Dept:7058					
100-7058-5320-00	Recruitment Expense	Malibu Times	Ad in Times-Deputy City Clerk-S	48920	152.50
Vendor Subtotal for Dept:7058					152.50
Dept:7058					
100-7058-5320-00	Recruitment Expense	Charles McCrory	Background investigations-new h	48921	450.00
Vendor Subtotal for Dept:7058					450.00
Dept:7058					
100-7058-5320-00	Recruitment Expense	U.S. Bank	Piyaman R-Interview Panel lunch	49071	81.90
100-7058-5320-00	Recruitment Expense	U.S. Bank	Soghor L-HR interview panel lun	49071	255.59
100-7058-5320-00	Recruitment Expense	U.S. Bank	Walker J-HR Recruiting Interview	49071	113.09
Vendor Subtotal for Dept:7058					450.58
Dept:7058					
100-7058-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-HR	48938	11.98
Vendor Subtotal for Dept:7058					11.98
Dept:7058					

Account Number	description	Vendor	Description	Check No	Amount
100-7058-6170-00	Events	U.S. Bank	Woodrow M-HR Event supplies	49071	403.49
100-7058-6170-00	Events	U.S. Bank	Walker J-HR Event supplies-Hall	49071	12.64
			Vendor Subtotal for Dept:7058		416.13
Dept:7059					
100-7059-4205-00	Life Insurance	Standard Insurance Company N2	PR 10.2016 Life Insurance - Rou	48952	-0.03
			Vendor Subtotal for Dept:7059		-0.03
Dept:7059					
100-7059-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD - Rounding	48952	0.02
100-7059-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	5.69
			Vendor Subtotal for Dept:7059		5.71
Dept:7059					
100-7059-4212-00	Retiree Health Insurance	CalPERS Health	PR 10.2016 Health Insurance - EI	48950	13,177.57
			Vendor Subtotal for Dept:7059		13,177.57
Dept:7059					
100-7059-5205-00	Postage	Purchase Power	Postage Meter Refills-9/13-10/12,	48931	1,500.00
			Vendor Subtotal for Dept:7059		1,500.00
Dept:7059					
100-7059-5205-00	Postage	U.S. Bank	Rector C-Postage	49071	22.95
100-7059-5205-00	Postage	U.S. Bank	Glaser H-Postage-COP document	49071	34.17
100-7059-5205-00	Postage	U.S. Bank	Walker J-Postage	49071	44.35
			Vendor Subtotal for Dept:7059		101.47
Dept:7059					
100-7059-5210-00	Service Fees & Charges	Public Agency Retirement Srvcs	PARS Admin Fee-Aug'16	48929	300.00

Account Number	description	Vendor	Description	Check No	Amount
					300.00
			Vendor Subtotal for Dept:7059		
Dept:7059					
100-7059-5210-00	Service Fees & Charges	CalPERS Health	PR 10.2016 Health Insurance - Ac	48950	266.19
					266.19
			Vendor Subtotal for Dept:7059		
Dept:7059					
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-XC60-E2B652638-	48943	48.65
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-D110CP-BG09689'	49074	-257.51
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-W7845PT-MX448C	49074	138.99
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-XC60-E2B652638-	49074	2.48
100-7059-5640-00	Equipment Maintenance	Xerox Corporation	Copier Maint-W7845PT-MX448C	49074	17.13
					-50.26
			Vendor Subtotal for Dept:7059		
Dept:7059					
100-7059-5720-00	Offsite Storage	Access Information Holdings LLC	Shred Bin Svc-Sep '16	48885	53.50
100-7059-5720-00	Offsite Storage	Access Information Holdings LLC	Offsite Records Svc-Sep '16	48885	3,933.72
					3,987.22
			Vendor Subtotal for Dept:7059		
Dept:7059					
100-7059-5721-00	Telephone	Frontier California Inc	Phone-City Hall-Fac/Postage/Telc	49034	524.57
					524.57
			Vendor Subtotal for Dept:7059		
Dept:7059					
100-7059-5721-00	Telephone	TelePacific Communications	City Hall Fac Phone 10/16-11/15/	48940	1,745.87
					1,745.87
			Vendor Subtotal for Dept:7059		
Dept:7059					
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox-PDFKIT2-Oct '16	48943	80.31
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-D110CP-BG096851	48943	965.60
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-XC60-E2B652638-	48943	704.88
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-D110CP-BG096897	48943	1,046.22

Account Number	description	Vendor	Description	Check No	Amount
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-W7845PT-MX4480	49074	352.48
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-C70EFI Hub 5 Port-	49074	331.61
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-D110CP-BG096897	49074	1,046.22
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-D110CP-BG096851	49074	965.60
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-XC60-E2B652638-	49074	704.88
100-7059-5800-00	Equipment Leases	Xerox Corporation	Xerox Lease-W7845PT-MX4480	49074	352.48
Vendor Subtotal for Dept:7059					6,550.28
Dept:7059					
100-7059-6160-00	Operating Supplies	CR PRINT	Business card imprints-1 name (5	48895	168.00
100-7059-6160-00	Operating Supplies	CR PRINT	Business card imprints-4 names (49026	143.43
Vendor Subtotal for Dept:7059					311.43
Dept:7059					
100-7059-6160-00	Operating Supplies	Precision Business Machine Inc	Printer Supplies	49061	419.25
Vendor Subtotal for Dept:7059					419.25
Dept:7059					
100-7059-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-City Hall-Paper	48938	456.75
100-7059-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-ASD	48938	296.39
100-7059-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-ASD	48938	42.75
100-7059-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-ASD	48938	39.22
Vendor Subtotal for Dept:7059					835.11
Dept:7059					
100-7059-6160-00	Operating Supplies	U.S. Bank	Rector C-Printer supplies	49071	830.96
100-7059-6160-00	Operating Supplies	U.S. Bank	Glaser H-City Hall cleaning supp	49071	4.57
Vendor Subtotal for Dept:7059					835.53
Dept:7059					
100-7059-7600-00	Office Equip/Furniture	U.S. Bank	Frederiksen R-Council supplies-F	49071	170.93
Vendor Subtotal for Dept:7059					170.93

Account Number	description	Vendor	Description	Check No	Amount
					225,477.50
			Subtotal for Fund: 100		
Fund: 101					
Dept:0000					
101-0000-3421-00	Planning Review Fees	Agent of Change LLC	Refund TUP 16-028 event cancell	49017	266.00
					266.00
			Vendor Subtotal for Dept:0000		
Dept:2001					
101-2001-4202-00	Health Insurance	CalPERS Health	PR 10.2016 Health Insurance - AI	48950	768.67
					768.67
			Vendor Subtotal for Dept:2001		
Dept:2001					
101-2001-4203-00	Vision Insurance	Blue Shield of California	PR 20.10.2016 Vision Care - Alle	48944	8.50
					8.50
			Vendor Subtotal for Dept:2001		
Dept:2001					
101-2001-4204-00	Dental Insurance	Delta Dental of California	PR 10.2016 Dental Insurance - AI	48945	52.69
					52.69
			Vendor Subtotal for Dept:2001		
Dept:2001					
101-2001-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	65.24
					65.24
			Vendor Subtotal for Dept:2001		
Dept:2001					
101-2001-5100-00	Professional Services	Moore Iacofano Goltsman Inc	Civic Center Design Standards-Ju	49050	5,452.00
					5,452.00
			Vendor Subtotal for Dept:2001		
Dept:2001					

Account Number	description	Vendor	Description	Check No	Amount
101-2001-5100-01	Coastal Dev. Permit Services	Compliance Biology, Inc.	City Biologist-Oct '16	48970	9,500.00
			Vendor Subtotal for Dept:2001		9,500.00
Dept:2001					
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Caleb A-WE	48886	1,011.20
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing Plan-Caleb A-WE	49015	808.96
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing Plan-Caleb A-WE	49015	998.56
			Vendor Subtotal for Dept:2001		2,818.72
Dept:2001					
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-24910 Pacific Coas	48913	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-29970.5 Harvester I	48914	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-6254 Busch Drive	48915	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-6101 Via Escondido	48983	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-24650 Blue Dane L	49038	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-4000 Malibu Canyc	49039	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA Co	CEQA Filing-4625 Via Vienta Str	49040	75.00
			Vendor Subtotal for Dept:2001		525.00
Dept:2001					
101-2001-5300-00	Travel and Training	Fletcher Allen	Reimburse Parking 10/22/16 APA	49018	6.00
			Vendor Subtotal for Dept:2001		6.00
Dept:2001					
101-2001-5300-00	Travel and Training	Bonnie Blue	Reimburse Parking 10/22-10/23/1	48963	18.00
			Vendor Subtotal for Dept:2001		18.00
Dept:2001					
101-2001-5300-00	Travel and Training	Brenda Magana	Reimburse Parking 10/24/16 APA	49043	6.00
			Vendor Subtotal for Dept:2001		6.00
Dept:2001					
101-2001-5300-00	Travel and Training	Richard Mollica	Reimburse Parking 10/25/16 APA	49051	6.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:2001	6.00
Dept:2001					
101-2001-5340-00	Transportation & Mileage	Fletcher Allen	Reimburse Mileage 10/22/16 AP^	49018	32.29
				Vendor Subtotal for Dept:2001	32.29
Dept:2001					
101-2001-5340-00	Transportation & Mileage	Bonnie Blue	Reimburse Mileage 10/22-10/23/1	48963	58.10
				Vendor Subtotal for Dept:2001	58.10
Dept:2001					
101-2001-5340-00	Transportation & Mileage	Jason Ernst	Reimburse mileage 10/20-10/21/1	48976	103.68
				Vendor Subtotal for Dept:2001	103.68
Dept:2001					
101-2001-5340-00	Transportation & Mileage	Brenda Magana	Reimburse Mileage 10/24/16 AP^	49043	46.44
				Vendor Subtotal for Dept:2001	46.44
Dept:2001					
101-2001-5340-00	Transportation & Mileage	Richard Mollica	Reimburse mileage 10/25/16 APA	49051	32.40
				Vendor Subtotal for Dept:2001	32.40
Dept:2001					
101-2001-5340-00	Transportation & Mileage	Marina Sek	Reimburse mileage 10/20-10/21/1	49001	129.16
				Vendor Subtotal for Dept:2001	129.16
Dept:2001					
101-2001-5340-00	Transportation & Mileage	Kathleen Stecko	Reimburse mileage 10/20-10/21/1	49006	105.84
				Vendor Subtotal for Dept:2001	105.84
Dept:2001					
101-2001-5401-00	Advertising & Noticing	Malibu Times	Public Hearing Notices-Times-10.	48987	240.00

Account Number	description	Vendor	Description	Check No	Amount
					240.00
			Vendor Subtotal for Dept:2001		
Dept:2001					
101-2001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	32.29
					32.29
			Vendor Subtotal for Dept:2001		
Dept:2001					
101-2001-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Planning	48938	160.36
101-2001-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Planning	48938	14.29
					174.65
			Vendor Subtotal for Dept:2001		
Dept:2004					
101-2004-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	73.71
					73.71
			Vendor Subtotal for Dept:2004		
Dept:2004					
101-2004-5100-00	Professional Services	California Code Check, Inc	Plan Check Consult Svc-Sep '16-	48892	16,013.00
					16,013.00
			Vendor Subtotal for Dept:2004		
Dept:2004					
101-2004-5300-00	Travel and Training	U.S. Bank	George C-Interview Panel Lunch	49071	123.55
101-2004-5300-00	Travel and Training	U.S. Bank	Rossine T-CALBO Training-Insp	49071	2,925.00
					3,048.55
			Vendor Subtotal for Dept:2004		
Dept:2004					
101-2004-5330-00	Dues & Memberships	California Dept of Public Health	2017 Dues-Registered Enviro Hea	48967	175.00
					175.00
			Vendor Subtotal for Dept:2004		
Dept:2004					

Account Number	description	Vendor	Description	Check No	Amount
101-2004-5330-00	Dues & Memberships	U.S. Bank	Rossine T-ICC Membership Rene	49071	110.00
101-2004-5330-00	Dues & Memberships	U.S. Bank	Rossine T-CALBO Membership F	49071	215.00
101-2004-5330-00	Dues & Memberships	U.S. Bank	Brown R-CALBO Training-M Bc	49071	195.00
			Vendor Subtotal for Dept:2004		520.00
Dept:2004					
101-2004-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	82.14
			Vendor Subtotal for Dept:2004		82.14
Dept:2004					
101-2004-6160-00	Operating Supplies	Staples Contract & Commercial Inc	Office supplies-Bldg Safety	48938	-36.98
			Vendor Subtotal for Dept:2004		-36.98
Dept:2010					
101-2010-4203-00	Vision Insurance	Blue Shield of California	PR 20.10.2016 Vision Care - Dick	48944	-15.18
			Vendor Subtotal for Dept:2010		-15.18
Dept:2010					
101-2010-4204-00	Dental Insurance	Delta Dental of California	PR 10.2016 Dental Insurance - Di	48945	-102.15
			Vendor Subtotal for Dept:2010		-102.15
Dept:2010					
101-2010-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	8.87
			Vendor Subtotal for Dept:2010		8.87
Dept:2010					
101-2010-5100-00	Professional Services	Stone Environmental Inc	IWIMS - Sep '16-Stone	48939	15,334.50
			Vendor Subtotal for Dept:2010		15,334.50

Account Number	description	Vendor	Description	Check No	Amount
Dept:2010					
101-2010-5330-00	Dues & Memberships	California Dept of Public Health	2017 Dues-Registered Enviro He	48966	175.00
Vendor Subtotal for Dept:2010					175.00
Dept:2010					
101-2010-5721-00	Telephones	Frontier California Inc	Phone-Annex Fax Line	49034	50.97
Vendor Subtotal for Dept:2010					50.97
Dept:2010					
101-2010-5721-00	Telephones	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	25.21
Vendor Subtotal for Dept:2010					25.21
Dept:2012					
101-2012-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	4.79
Vendor Subtotal for Dept:2012					4.79
Dept:2012					
101-2012-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	10.02
Vendor Subtotal for Dept:2012					10.02
Dept:3003					
101-3003-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	4.36
101-3003-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	10.36
Vendor Subtotal for Dept:3003					14.72
Dept:3003					
101-3003-5100-01	Water Conservation	Hastings & Co Inc	Water Conservation-Sep '16-Hasti	48909	2,323.75
Vendor Subtotal for Dept:3003					2,323.75

Account Number	description	Vendor	Description	Check No	Amount
Dept:3003					
101-3003-5300-00	Travel & Training	U.S. Bank	Brown R-MMASC Annual Conf 1	49071	355.00
Vendor Subtotal for Dept:3003					355.00
Dept:3003					
101-3003-5401-00	Advertising & Noticing	Malibu Times	Ad in Times-Conservation Event-	48920	480.00
Vendor Subtotal for Dept:3003					480.00
Subtotal for Fund: 101					58,988.59
Fund: 103					
Dept:9050					
103-9050-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	3.83
Vendor Subtotal for Dept:9050					3.83
Dept:9050					
103-9050-5100-00	Professional Services	Brightview Landscape Services Inc	City Hall-Landscape Maint-Oct '1	49021	995.00
Vendor Subtotal for Dept:9050					995.00
Dept:9050					
103-9050-5100-00	Professional Services	Master Cooling Corporation	City Hall HVAC Maint-Nov '16	49046	1,881.17
Vendor Subtotal for Dept:9050					1,881.17
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Burns Pacific Construction Inc	Diesel Fuel	49022	276.00
103-9050-5610-00	Facilities Maintenance	Burns Pacific Construction Inc	Diesel Fuel installed in emergenc	49022	270.00
Vendor Subtotal for Dept:9050					546.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Mosser Plumbing & Heating Inc	City Hall D/S Bathroom-Septic C	49054	145.50

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:9050	145.50
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Regency Enterprises Inc	City Hall supplies-D/S Kitchen ce	48994	60.71
				Vendor Subtotal for Dept:9050	60.71
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Steven R. Mueller & Associates, Inc	Bench Refinish/Writing Top/Cour	49007	3,522.00
				Vendor Subtotal for Dept:9050	3,522.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	U.S. Bank	Frederiksen R-City Hall Fac Mair	49071	126.65
				Vendor Subtotal for Dept:9050	126.65
Dept:9050					
103-9050-5721-00	Telephone	Frontier California Inc	Phone-City Hall-Septic/Irrigation.	49034	314.25
				Vendor Subtotal for Dept:9050	314.25
Dept:9050					
103-9050-5722-00	Electricity	Southern California Edison Company	City Hall-Oct'16	49065	4,941.55
				Vendor Subtotal for Dept:9050	4,941.55
Dept:9050					
103-9050-6160-00	Operating Supplies	Empire Chemical Company Inc	City Hall supplies-bathrooms	48901	605.38
				Vendor Subtotal for Dept:9050	605.38
Dept:9050					
103-9050-6160-00	Operating Supplies	W.W. Grainger, Inc	HVAC Exhaust fan belts	48907	102.28
				Vendor Subtotal for Dept:9050	102.28
Dept:9050					

Account Number	description	Vendor	Description	Check No	Amount
103-9050-6160-00	Operating Supplies	Uline Inc	Hand Sanitizer drip trays in City I	48941	73.01
			Vendor Subtotal for Dept:9050		73.01
Dept:9050					
103-9050-6160-00	Operating Supplies	U.S. Bank	Frederiksen R-City Hall supplies	49071	125.36
103-9050-6160-00	Operating Supplies	U.S. Bank	Glaser H-City Hall Patio Furnitur	49071	583.47
103-9050-6160-00	Operating Supplies	U.S. Bank	Montano A-Adjustable desk for K	49071	430.55
			Vendor Subtotal for Dept:9050		1,139.38
Dept:9050					
103-9050-7300-00	Leasehold Improvements	U.S. Bank	Frederiksen R-Art Hanging (Fred	49071	2,881.73
			Vendor Subtotal for Dept:9050		2,881.73
Fund: 203					
Dept:3009					
203-3009-5145-00	Dial A Ride Services	Khaled R. Karame	Dial-a-Ride--Oct '16	49045	13,855.20
			Vendor Subtotal for Dept:3009		13,855.20
Fund: 203					
Dept:3004					
207-3004-5100-00	Professional Services	PC Recycle LLC	Correct Aug'16 Recycle Event-Li;	48930	-419.60
207-3004-5100-00	Professional Services	PC Recycle LLC	Recycle event-Aug'16--(originally	48930	419.60
207-3004-5100-00	Professional Services	PC Recycle LLC	Event-Oct '16	48930	150.00
			Vendor Subtotal for Dept:3004		150.00
Fund: 207					
Dept:3004					
207-3004-5401-00	Advertising & Noticing	Malibu Times	Ad in Times-Bulky Item-Sep '16	48920	480.00

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:3004	480.00
Dept:3004					
207-3004-6160-00	Operating Supplies	Andy Gump, Inc.	Event-Portable toilets-Oct '16	48888	105.73
				Vendor Subtotal for Dept:3004	105.73
Dept:3004					
207-3004-6160-00	Operating Supplies	Malibu Bay Company	2017 Gratuitous Lic Agreement-2	48986	1.00
				Vendor Subtotal for Dept:3004	1.00
				Subtotal for Fund: 207	736.73
Fund: 215					
Dept:7070					
215-7070-5931-01	Labor Exchange	Malibu Comm Labor Exchange	CDBG Day Labor Exchange Prog	49044	582.00
				Vendor Subtotal for Dept:7070	582.00
				Subtotal for Fund: 215	582.00
Fund: 290					
Dept:6002					
290-6002-5100-00	Professional Services	Fugro Consultants, Inc.	Big Rock Mesa AD 98-1 Monitor	48904	21,752.02
				Vendor Subtotal for Dept:6002	21,752.02
Dept:6002					
290-6002-5722-00	Electricity	Southern California Edison Company	Asmt Dist Big Rock-Oct'16	49065	952.87
290-6002-5722-00	Electricity	Southern California Edison Company	Big Rock Inland Pump-Oct'16	49065	73.54
				Vendor Subtotal for Dept:6002	1,026.41

Account Number	description	Vendor	Description	Check No	Amount
Subtotal for Fund: 290					22,778.43
Fund: 291					
Dept:6003					
291-6003-5722-00	Electricity	Southern California Edison Company	Asmt dst Malibu Rd-Oct'16	49065	106.49
Vendor Subtotal for Dept:6003					106.49
Subtotal for Fund: 291					106.49
Fund: 292					
Dept:6004					
292-6004-5722-00	Electricity	Southern California Edison Company	Asmt Dist Calle Del-Oct'16	49065	27.71
292-6004-5722-00	Electricity	Southern California Edison Company	Asmt Dist Rambla-Oct'16	49065	26.75
292-6004-5722-00	Electricity	Southern California Edison Company	Calle Del Barco-Oct'16	49065	25.39
Vendor Subtotal for Dept:6004					79.85
Subtotal for Fund: 292					79.85
Fund: 310					
Dept:9049					
310-9049-5100-00	Professional Services	Stephen Robert Mimiaga	CCWWTF-Construction Mgmt-S	48922	114,419.00
Vendor Subtotal for Dept:9049					114,419.00
Dept:9049					
310-9049-5100-00	Professional Services	Myers & Sons Construction, LP	CCWWTF-Construction-Sep '16	48925	1,002,025.32
Vendor Subtotal for Dept:9049					1,002,025.32
Dept:9068					
310-9068-5100-00	Professional Services	Kimley-Horn and Associates Inc	Bus Stop Shelters Design-Task 20	48981	1,643.40
Vendor Subtotal for Dept:9068					1,643.40

Account Number	description	Vendor	Description	Check No	Amount
Subtotal for Fund: 310					1,118,087.72
Fund: 500					
Dept:7008					
500-7008-5100-00	Professional Services	Brightview Landscape Services Inc	Legacy Park-Landscape Maint-Oct	49021	5,275.00
500-7008-5100-00	Professional Services	Brightview Landscape Services Inc	SuperCare-Landscape Maint-Oct	49021	200.00
Vendor Subtotal for Dept:7008					5,475.00
Dept:7008					
500-7008-5130-00	Park Maintenance	Lepe Perfect Painting Inc	Legacy Park-Painting of Arbors	48992	15,750.00
500-7008-5130-00	Park Maintenance	Lepe Perfect Painting Inc	Legacy Park--Prep & Paint Bencl	49059	29,150.00
Vendor Subtotal for Dept:7008					44,900.00
Dept:7008					
500-7008-5130-00	Park Maintenance	U.S. Bank	Delsi D-Legacy Park Parks Maint	49071	3.79
Vendor Subtotal for Dept:7008					3.79
Dept:7008					
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	48900	460.00
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	48900	460.00
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	49031	460.00
500-7008-5610-00	Facility Maintenance	Hilario Simental Jr	Septic pumping 23431 PCH-Anin	49031	460.00
Vendor Subtotal for Dept:7008					1,840.00
Dept:7008					
500-7008-5610-00	Facility Maintenance	GI Industries	Garbage-SuperCare-Oct'16-18316	49035	171.86
Vendor Subtotal for Dept:7008					171.86
Dept:7008					
500-7008-5610-00	Facility Maintenance	Mosser Plumbing & Heating Inc	SuperCare Toilet repair	48923	556.86
Vendor Subtotal for Dept:7008					556.86

Account Number	description	Vendor	Description	Check No	Amount
Dept:7008					
500-7008-5722-00	Electricity	Southern California Edison Company	23661 PCH-Oct'16	49065	542.19
Vendor Subtotal for Dept:7008					542.19
Subtotal for Fund: 500					53,489.70
Fund: 515					
Dept:3010					
515-3010-5721-00	Telephone	Frontier California Inc	Phone-CCWWTF-11/4-12/3/16	49034	115.75
Vendor Subtotal for Dept:3010					115.75
Dept:3010					
515-3010-5722-00	Electricity	Southern California Edison Company	CCWWTF-Oct'16	49065	1,598.82
Vendor Subtotal for Dept:3010					1,598.82
Subtotal for Fund: 515					1,714.57
Fund: 601					
Dept:3005					
601-3005-5722-00	Electricity	Southern California Edison Company	Electric Car Charger-Oct'16	49065	385.85
Vendor Subtotal for Dept:3005					385.85
Dept:3005					
601-3005-6330-00	Vehicle Repair & Maintenance	Vasudevan Naicker	Car wash-City vehicles-10/20/16	48926	150.00
601-3005-6330-00	Vehicle Repair & Maintenance	Vasudevan Naicker	Car wash-City vehicles10/27/16	48990	75.00
601-3005-6330-00	Vehicle Repair & Maintenance	Vasudevan Naicker	Car wash-City vehicles 11/03/16	49056	225.00
Vendor Subtotal for Dept:3005					450.00
Dept:3005					
601-3005-6330-00	Vehicle Repair & Maintenance	U.S. Bank	Hart T-Fleet maintenance	49071	165.57

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:3005					165.57
Dept:3005					
601-3005-6500-00	Motor Fuels	Chevron & Texaco Bus. Card Srv	Gasoline for the period of 09/28-1	48969	851.78
Vendor Subtotal for Dept:3005					851.78
Dept:3005					
601-3005-6500-00	Motor Fuels	U.S. Bank	Hart T-Fuel for Fleet	49071	171.50
601-3005-6500-00	Motor Fuels	U.S. Bank	Aladjajian A-Fuel for the Fleet	49071	35.22
601-3005-6500-00	Motor Fuels	U.S. Bank	Feldman R-Gas for City Vehicle	49071	31.70
601-3005-6500-00	Motor Fuels	U.S. Bank	Belter A-Gas for City Vehicle	49071	138.63
601-3005-6500-00	Motor Fuels	U.S. Bank	Delsi D-Gas for City Vehicle	49071	279.37
601-3005-6500-00	Motor Fuels	U.S. Bank	Rector C-Gas for City vehicle	49071	28.17
Vendor Subtotal for Dept:3005					684.59
Subtotal for Fund: 601					2,537.79
Fund: 602					
Dept:7060					
602-7060-4209-00	Disability Insurance	Standard Insurance Company N2	PR 10.2016 STD/LTD	48952	7.17
Vendor Subtotal for Dept:7060					7.17
Dept:7060					
602-7060-5100-00	Professional Services	U.S. Bank	Reyna M-MS Tech Support-Hype	49071	499.00
Vendor Subtotal for Dept:7060					499.00
Dept:7060					
602-7060-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-IS-Jelani W-WE 10	48957	1,190.00
602-7060-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing IS Jelani W-WE 10	49015	1,190.00
602-7060-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing IS Jelani W-WE 10	49015	1,190.00
Vendor Subtotal for Dept:7060					3,570.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:7060					
602-7060-5300-00	Travel and Training	U.S. Bank	Reyna M-Midtech Conference ex	49071	592.68
602-7060-5300-00	Travel and Training	U.S. Bank	Reyna M-Phoenix Data Center Tr	49071	499.93
Vendor Subtotal for Dept:7060					1,092.61
Dept:7060					
602-7060-5330-00	Dues & Memberships	U.S. Bank	Reyna M-DotGov domain registr	49071	125.00
Vendor Subtotal for Dept:7060					125.00
Dept:7060					
602-7060-5630-00	Computer Maintenance	U.S. Bank	Reyna M-Computer Maint suppli	49071	329.98
Vendor Subtotal for Dept:7060					329.98
Dept:7060					
602-7060-5721-00	Telephone	Frontier California Inc	City Hall Fac Internet-10/28-11/2	48977	364.99
Vendor Subtotal for Dept:7060					364.99
Dept:7060					
602-7060-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 10/24-11/23/1	49072	178.86
Vendor Subtotal for Dept:7060					178.86
Dept:7060					
602-7060-6120-00	Computer Software < \$1,000	Productive Corporation	New Backup software (download	49062	8,483.36
Vendor Subtotal for Dept:7060					8,483.36
Dept:7060					
602-7060-6120-00	Computer Software < \$1,000	U.S. Bank	Reyna M-Computer software	49071	169.97
Vendor Subtotal for Dept:7060					169.97

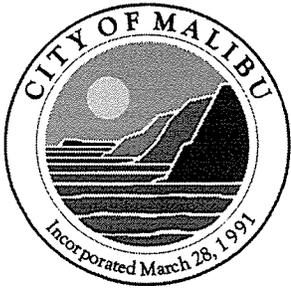
Account Number	description	Vendor	Description	Check No	Amount
Dept:7060					
602-7060-6160-00	Operating Supplies	U.S. Bank	Reyna M-Computer supplies	49071	282.48
Vendor Subtotal for Dept:7060					282.48
Dept:7060					
602-7060-7400-00	Computer Equipment	GovConnection Inc	New monitors (6)-replacements	48979	852.95
602-7060-7400-00	Computer Equipment	GovConnection Inc	External USB 3 Drive Server Roc	49036	593.54
Vendor Subtotal for Dept:7060					1,446.49
Dept:7060					
602-7060-7400-00	Computer Equipment	U.S. Bank	Reyna M-Computer equipment	49071	2,335.39
Vendor Subtotal for Dept:7060					2,335.39
Dept:7060					
602-7060-7400-00	Computer Equipment	ViaWest Inc	Server Collocation-Phoenix-Oct '	48942	745.00
Vendor Subtotal for Dept:7060					745.00
Subtotal for Fund: 602					19,630.30
Fund: 710					
Dept:0000					
710-0000-2270-06	Special Event Deposits	Kiwanis Club of Malibu	Refund LA Cty Sheriff's Fees for	48911	1,749.73
Vendor Subtotal for Dept:0000					1,749.73
Dept:0000					
710-0000-2270-06	Special Event Deposits	LA Co Sheriff'S Department	Sheriff's Fees-Chili Cook Off-Sep	48916	3,565.69
710-0000-2270-06	Special Event Deposits	LA Co Sheriff'S Department	Sheriff's Fees-MSA Surfing Cont	48916	3,798.40
Vendor Subtotal for Dept:0000					7,364.09
Dept:0000					
710-0000-2270-06	Special Event Deposits	Malibu Boardriders Club	Refund LA Cty Sheriff's Fees-Ma	48918	820.29
Vendor Subtotal for Dept:0000					820.29

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
710-0000-2270-06	Special Event Deposits	Malibu Surfing Association	Refund LA Cty Sheriff's Fees-Ma	48919	100.57
			Vendor Subtotal for Dept:0000		100.57
Dept:0000					
710-0000-2270-12	Parks - Security Deposits	Ian Menzies	Refund Security Deposit-Event 10	48988	250.00
			Vendor Subtotal for Dept:0000		250.00
Dept:0000					
710-0000-2270-36	Senior Center Donations	U.S. Bank	Odello T-Wellness Expo expenses	49071	593.26
			Vendor Subtotal for Dept:0000		593.26
Dept:0000					
710-0000-2270-44	Library Event	Malibu Times	Ad in Times-Library Speaker Seri	48920	720.00
			Vendor Subtotal for Dept:0000		720.00
Dept:0000					
710-0000-2270-44	Library Event	U.S. Bank	Crittenden A-Lodging for Library	49071	284.48
			Vendor Subtotal for Dept:0000		284.48
Dept:0000					
710-0000-2270-51	Land Development Survey Review	MNS Engineers, Inc.	27136/27144 Sea Vista Drive Cof	48989	600.00
710-0000-2270-51	Land Development Survey Review	MNS Engineers, Inc.	6200 Porterdale CofC 16-005-Seq	48989	250.00
710-0000-2270-51	Land Development Survey Review	MNS Engineers, Inc.	27865 Winding Way CofC 16-006	48989	175.00
710-0000-2270-51	Land Development Survey Review	MNS Engineers, Inc.	31357 PCH CofC 16-009 Sep '16	48989	2,480.00
			Vendor Subtotal for Dept:0000		3,505.00
			Subtotal for Fund: 710		15,387.42
Fund: 900					

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
900-0000-2022-00	Health Insurance	CalPERS Health	PR Batch 70020.10.2016 Health I	48950	23.78
900-0000-2022-00	Health Insurance	CalPERS Health	PR Batch 70020.10.2016 Health I	48950	70,100.10
Vendor Subtotal for Dept:0000					70,123.88
Dept:0000					
900-0000-2023-00	Vision Insurance	Blue Shield of California	PR Batch 70020.10.2016 Vision C	48944	1,042.79
Vendor Subtotal for Dept:0000					1,042.79
Dept:0000					
900-0000-2024-00	Dental Insurance	Delta Dental of California	PR Batch 70020.10.2016 Dental I	48945	6,876.31
Vendor Subtotal for Dept:0000					6,876.31
Dept:0000					
900-0000-2025-00	Life Insurance	Standard Insurance Company N2	PR Batch 70020.10.2016 Life Ins	48952	922.64
Vendor Subtotal for Dept:0000					922.64
Dept:0000					
900-0000-2025-01	Additional Life Insurance	Standard Insurance Company N2	PR Batch 70020.10.2016 Additio	48953	218.83
900-0000-2025-01	Additional Life Insurance	Standard Insurance Company N2	PR Batch 70006.10.2016 Additio	48954	49.38
Vendor Subtotal for Dept:0000					268.21
Dept:0000					
900-0000-2026-00	STD/LTD	Standard Insurance Company N2	PR Batch 70006.10.2016 STD/LT	48952	1,917.33
900-0000-2026-00	STD/LTD	Standard Insurance Company N2	PR Batch 70020.10.2016 STD/LT	48952	1,968.54
Vendor Subtotal for Dept:0000					3,885.87
Dept:0000					
900-0000-2027-00	Employee Assistance	Managed Health Network	PR Batch 70020.10.2016 Employ	48949	135.85

Account Number	description	Vendor	Description	Check No	Amount
Vendor Subtotal for Dept:0000					135.85
Dept:0000					
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70020.10.2016 PERS C	48951	118.80
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70020.10.2016 PERS E	48951	11,201.16
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70003.11.2016 PERS E	49013	11,363.16
Vendor Subtotal for Dept:0000					22,683.12
Dept:0000					
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70020.10.2016 PEPRA	48951	2,607.36
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70020.10.2016 PERS C	48951	162.21
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70020.10.2016 PERS E	48951	15,294.35
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70003.11.2016 PEPRA	49013	2,607.36
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70003.11.2016 PERS E	49013	15,515.53
Vendor Subtotal for Dept:0000					36,186.81
Dept:0000					
900-0000-2040-02	PERS/PEPRA Retirement	CalPERS Retirement	PR Batch 70020.10.2016 PEPRA	48951	2,445.56
900-0000-2040-02	PERS/PEPRA Retirement	CalPERS Retirement	PR Batch 70003.11.2016 PEPRA	49013	2,445.55
Vendor Subtotal for Dept:0000					4,891.11
Dept:0000					
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70020.10.2016 PARS -	48955	723.23
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70020.10.2016 PARS -	48955	151.65
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70003.11.2016 PARS -	49014	846.42
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70003.11.2016 PARS -	49014	177.44
Vendor Subtotal for Dept:0000					1,898.74
Dept:0000					
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70020.10.2016 ICMA I	48946	1,041.88
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70020.10.2016 ICMA I	48946	10,924.34
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70020.10.2016 ER Con	48946	2,500.00

Account Number	description	Vendor	Description	Check No	Amount
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70003.11.2016 ICMA I	49010	999.61
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70003.11.2016 ICMA I	49010	10,949.34
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70003.11.2016 ER Con	49010	2,500.00
Vendor Subtotal for Dept:0000					28,915.17
Dept:0000					
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR Batch 70020.10.2016 ICMA I	48946	416.69
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR 20.10.2016 ICMA Loan Progr	48946	-38.64
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR Batch 70003.11.2016 ICMA I	49010	447.22
Vendor Subtotal for Dept:0000					825.27
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108658	PR Batch 70020.10.2016 ICMA -	48947	496.15
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108658	PR Batch 70003.11.2016 ICMA -	49011	496.15
Vendor Subtotal for Dept:0000					992.30
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108650	PR Batch 70020.10.2016 ICMA -	48948	576.90
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108650	PR Batch 70003.11.2016 ICMA -	49012	576.90
Vendor Subtotal for Dept:0000					1,153.80
Subtotal for Fund: 900					180,801.87
Report Total:					1,731,592.60



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Heather Glaser, City Clerk

Approved by: Reva Feldman, City Manager 

Date prepared: November 14, 2016 Meeting date: November 28, 2016

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the October 24, 2016 Regular City Council meeting.

FISCAL IMPACT: None.

DISCUSSION: Staff has prepared draft minutes for the October 24, 2016 Regular City Council meeting. Staff hereby submits the minutes for Council's approval.

ATTACHMENTS: October 24, 2016 Regular City Council meeting

MINUTES
MALIBU CITY COUNCIL
REGULAR MEETING
OCTOBER 24, 2016
COUNCIL CHAMBERS
6:30 P.M.

CALL TO ORDER

Mayor La Monte called the meeting to order at 6:35 p.m.

ROLL CALL

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

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

ALSO PRESENT: Trevor Rusin, Assistant City Attorney; Reva Feldman, City Manager; Heather Glaser, City Clerk; Craig George, Environmental Sustainability Director; Bonnie Blue, Planning Director; Bob Brager, Public Works Director; Matt Myerhoff, Media Information Officer; and Kristin Riesgo, Recreation Manager

PLEDGE OF ALLEGIANCE

Senator Fran Pavley led the Pledge of Allegiance.

APPROVAL OF AGENDA

MOTION Councilmember House moved and Councilmember Rosenthal seconded a motion to approve the agenda, and adjourn in memory of Los Angeles County Sheriff Sergeant Alfonso Lopez.

FRIENDLY AMENDMENT

Mayor La Monte moved that the Council also adjourn in memory of Navy Chief Petty Officer Jason Finan. The maker and seconder accepted the amendment, and the amended motion carried unanimously.

REPORT ON POSTING OF AGENDA

City Clerk Glaser reported that the agenda for the meeting was properly posted on October 13, 2016.

ITEM 1 CEREMONIAL/PRESENTATIONS

A. Recognition of Senator Fran Pavley for her Years of Service to the Malibu Community and the State of California

Mayor La Monte discussed Senator Pavley's work for the City and the state and presented her with a gift from the Council.

Senator Pavley outlined her history with the City, including the Pacific Coast Highway Task Force, Legacy Park project, Malibu Bluffs Park, King Gillette Ranch, and the Malibu Library.

Councilmember Rosenthal thanked Senator Pavley for her work on the environment and climate change. She thanked her for teaching her and honoring her father.

Mayor Pro Tem Peak thanked Senator Pavley for making such a positive mark on the community and state.

Councilmember Sibert thanked Senator Pavley for her work on the environment.

Councilmember House stated she admired Senator Pavley's negotiating ability and thanked her for her service.

Mayor La Monte thanked Senator Pavley for being a champion of the City and the Santa Monica Mountains.

ITEM 2.A. PUBLIC COMMENTS

Jefferson Wagner discussed a solar powered recycling bin with wi-fi.

Erica MacVittie, race director of the Malibu half marathon and 5k, benefiting the Boys and Girls Club of Malibu and the Malibu High School Athletic Booster Club fundraiser. She announced the race would take place on November 6, 2016.

Hans Laetz stated there had been 12 pole fires and transformer explosions caused by buildup that becomes an issue when in contact with fog or light rain. He discussed the Malibu Area Safety Enforcement Protocol and stated Malibu was an area in which Southern California Edison (SCE) should take greater care.

Laureen Sills discussed a power pole explosion across the street from her home on October 16, 2016. She congratulated Senator Pavley. She discussed the potential for the City to purchase the upper Yamaguchi property.

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

City Manager Feldman congratulated Senator Pavley and stated she had been a tremendous asset for the community. She announced community workshops regarding potential uses of Trancas Field would be held on November 2 and November 30, 2016, and stated a survey was available on the City's website. She provided a brief update on the Civic Center Wastewater Treatment Facility project. She announced that Media and Technology Technician George Gabriel

would be leaving at the end of the week for a position with the City of Manhattan Beach.

ITEM 2.C. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Councilmember Rosenthal thanked Ms. MacVittie and Mr. Laetz. She stated a letter of interest should be sent to the upper Yamaguchi property owner regarding pricing. She discussed plans to request Council form a subcommittee for a bond measure in 2017. She stated she attended a Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES) meeting, a Library Subcommittee meeting, a Las Virgenes-Malibu Council of Governments (COG) meeting, a Southern California Association of Governments (SCAG) housing summit, and the Water Harvest Festival hosted by West Basin Municipal Water District at which she received a Conservation Award from District Director Scott Houston. She stated she attended the Earth Now symposium at the UCLA Environmental Center regarding conservation and climate change. She announced it was the last day to register to vote in the November 8, 2016 Election. She announced the Waste to Waves event would start November 1, 2016, the Lost Hills Sheriff's Station Open House on November 5, 2016, and Election Day would be November 8, 2016. She announced that City Hall would be closed on November 11, 2016, in observance of Veterans Day, and that the next Library Speaker Series event would be held on November 2, 2016. She stated that she planned to attend the SCAG Earthquake Preparedness Seminar with Dr. Lucy Jones on October 27, 2016.

Councilmember Sibert thanked Mr. Laetz. In response to Councilmember Sibert, City Manager Feldman stated she had requested a meeting and reached out to California Strategies regarding SCE poles.

Councilmember Sibert stated a letter should be sent to the Yamaguchi property owner. He discussed Dr. Lucy Jones.

Councilmember House indicated support for sending a letter to the Public Utilities Commission regarding SCE poles. She indicated support for sending a letter to the Yamaguchi property owner regarding pricing.

In response to Councilmember House, Councilmember Rosenthal discussed the vote threshold for a single project bond measure versus a general purpose bond measure.

Mayor Pro Tem Peak thanked Mr. Laetz. He stated the letter to SCE should request that a representative attend a Council meeting to discuss the issues and their solution. He stated he attended the ZORACES meeting. He discussed the Yamaguchi property pricing and questioned available funds for purchasing the property. He thanked Debbie Frank for a fundraiser that benefits youth. He stated he attended the 10th Annual Malibu Invitational.

Mayor La Monte thanked Mr. Laetz. He thanked Media and Technology Technician Gabriel for his work for the City. He stated he attended the California Contract Cities Association (CCCA) Executive Board meeting and discussed the election of city managers to the Contract Cities Liability Trust Fund Oversight Committee. He stated he attended funeral services for Los Angeles County Sheriff Sergeant Steve Owen, a meeting with Senator Tony Mendoza, a Los Angeles County Sheriff's Deputies training meeting, a press conference in opposition to Proposition 57, the Big Rock Block Party, and the 26th Annual Malibu Pie Festival at which he was a judge.

CONSENSUS

By consensus, the Council directed the City Manager to obtain additional information about the property for sale at 23801 Stuart Ranch Road.

CONSENSUS

By consensus, the Council directed the City Manager to write a letter to Southern California Edison regarding recent power outages and the maintenance of poles within the City.

ITEM 3 CONSENT CALENDAR

MOTION Councilmember Rosenthal moved and Councilmember Sibert seconded a motion to approve the Consent Calendar. The motion carried unanimously.

The Consent Calendar consisted of the following items:

- 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.
 - 2. Approve Warrants
Recommended Action: Allow and approve warrant demand numbers 48666-48780 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. 582 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of \$1,214,750.32. City of Malibu payroll check numbers 4704-4707 and ACH deposits were issued in the amount of \$154,007.03.

3. Approval of Minutes
Recommended Action: Approve the minutes for the September 26, 2016 Regular City Council meeting.
4. Improvement Bond Release for Tract Map No. 68861
Recommended Action: Authorize staff to notify Philadelphia Indemnity Insurance Company that the Faithful Performance and Payment Bond Number PB03010401172, posted for Tract Map No. 68861, is hereby released with no further obligation or responsibility for public improvements on Malibu Road.
5. Award Contract for the Bus Stop Shelters Pilot Project
Recommended Action: 1) Approve the award and authorize the City Manager to execute a construction contract with J & H Engineering General Contractors, Inc. in the amount of \$38,201 for the construction of the Bus Stop Shelters Pilot Project, Specification No. 2063; and 2) Authorize the Public Works Director to approve any potential change orders up to 25% of the contract amount.
6. Memorandum of Understanding for the Integrated Regional Water Management Malibu Comprehensive Water Conservation Project
Recommended Action: Authorize the City Manager to execute a Memorandum of Understanding with West Basin Municipal Water District and Los Angeles County Waterworks District No. 29 regarding the Proposition 84 Integrated Regional Water Management Malibu Comprehensive Water Conservation Project.
7. Memorandum of Understanding with Los Angeles County Flood Control District for a Comprehensive Water Conservation Project
Recommended Action: Authorize the City Manager to execute a Memorandum of Understanding with the Los Angeles County Flood Control District regarding the Proposition 84 Integrated Regional Water Management Malibu Comprehensive Water Conservation Project.

ITEM 4 ORDINANCES AND PUBLIC HEARINGS

- A. Beachfront and Non-Beachfront Lots Development Standards
Recommended Action: 1) Adopt Resolution No. 16-45 initiating amendments to Title 17 of the Malibu Municipal Code (MMC) and Local Coastal Program (LCP) to consider adding definitions for beachfront and non-beachfront lots and adding development standards for non-beachfront lots that are located along the shore; and 2) Direct the Planning Commission to schedule a public hearing for review and recommendation to the City Council regarding MMC and LCP amendments.

Planning Director Blue indicated the item was inadvertently placed under public hearings. She presented the staff report.

Norm Haynie thanked the Council for its work in the community. He discussed beachfront development standards as related to zoning.

In response to Councilmember House, Planning Director Blue discussed the possibility of creating a maximum building size for beachfront lots. Councilmember House indicated support for total development square footage standard for beachfront lots going to ZORACES.

Councilmember Sibert stated the language needed to be simplified.

In response to Mayor Pro Tem Peak, Planning Director Blue stated the amendment would address beachfront multi-family zoning.

MOTION Councilmember Rosenthal moved and Councilmember Sibert seconded a motion to: 1) Adopt Resolution No. 16-45 initiating amendments to Title 17 of the Malibu Municipal Code (MMC) and Local Coastal Program (LCP) to consider adding definitions for beachfront and non-beachfront lots and adding development standards for non-beachfront lots that are located along the shore; and 2) Direct the Planning Commission to schedule a public hearing for review and recommendation to the City Council regarding MMC and LCP amendments. The motion carried unanimously.

ITEM 5 OLD BUSINESS

None.

ITEM 6 NEW BUSINESS

- A. Pavement Management Plan Update
Recommended Action: 1) Review the updated Pavement Management Plan; and 2) Provide direction to staff regarding implementation of the Plan.

Public Works Director Brager presented the staff report.

In response to Councilmember House, Public Works Director Brager discussed the difference between major and minor pavement repair. He stated very few roads in the City needed major repair.

MOTION Councilmember Rosenthal moved and Councilmember Sibert seconded a motion approve implementation of the updated Pavement Management Plan. The motion carried unanimously.

ITEM 7 COUNCIL ITEMS

None.

ADJOURNMENT

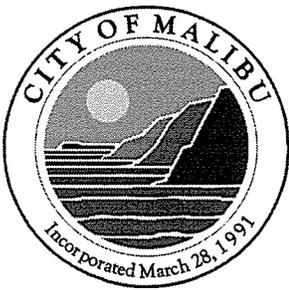
At 7:47 p.m., Mayor La Monte adjourned in memory of Los Angeles County Sheriff Sergeant Alfonso Lopez and Navy Chief Petty Officer Jason Finan.

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

LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, City Clerk
(seal)



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Adrian Fernandez, Senior Planner

Reviewed by: Bonnie Blue, Planning Director

Approved by: Reva Feldman, City Manager 

Date prepared: November 9, 2015 Meeting date: November 28, 2016

Subject: Agreements for the Surfrider Plaza Initial Study

RECOMMENDED ACTION: 1) Authorize the City Manager to execute an Agreement with Amec Foster Wheeler Environment and Infrastructure, Inc. (AMEC) for the preparation of an initial study for the proposed Surfrider Plaza commercial project located at 22959 Pacific Coast Highway (Project); and 2) Authorize the City Manager to execute a Developer Reimbursement Agreement with Surfrider Plaza, LLC (Developer) for the repayment of all costs associated with the preparation of the initial study.

FISCAL IMPACT: There is no fiscal impact associated with approval of these agreements. The costs for the services are being paid from funds deposited by the Developer.

DISCUSSION: In 2009, the Developer submitted a coastal development permit and associated applications for the construction of a new commercial building, parking lot, and associated development.¹ Staff has analyzed the application and determined that the Project requires the preparation of an initial study pursuant to the California Environment Quality Act (CEQA). After numerous revisions during planning conformance review, the Project is now ready to proceed with the preparation of an initial study.

On October 7, 2016, staff solicited informal bids from three firms for the preparation of the initial study and two bids were received. City staff evaluated the proposals and recommends the City Council award the agreement to AMEC.

The proposed budget of \$29,800, plus a \$5,000 contingency and \$8,940 for City management and administration, has been reviewed, and is acceptable to the Developer. The total cost of \$43,740 would be paid by the Developer. The Developer Reimbursement

¹ A detailed project description is provided in Recital A of the Developer Reimbursement Agreement.

Agreement sets forth provisions for the repayment of all costs associated with the preparation of the initial study between the City and Developer.

Staff recommends that the Council authorize the two agreements in order for this project to move forward.

ATTACHMENTS:

1. Professional Services Agreement with AMEC
2. Developer Reimbursement Agreement with Surfrider Plaza, LLC

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of November 28, 2016 by and between the City of Malibu (hereinafter referred to as the "City"), and Amec Foster Wheeler Environment and Infrastructure, 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 the preparation of an initial study for the Surfrider Plaza project proposed to be located at 22959 Pacific Coast Highway.

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, 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 November 28, 2016, and will remain in effect until services are completed as set forth in the Scope of Work 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 her 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 her 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. The cost of services shall not exceed \$34,800, which includes a \$5,000 contingency. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her 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:	Bonnie Blue, AICP Planning Director City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 258 FAX (310) 456-3356	CONSULTANT:	Erika Leachman Project Manager AMEC 104 W. Anapamu Street Suite 204A Santa Barbara, CA 93101 TEL (805) 962-0992
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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.

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 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 EF

This Agreement is executed on _____, 2016, at Malibu, California, and effective as of November 28, 2016.

CITY OF MALIBU:

REVA FELDMAN, City Manager

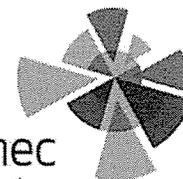
ATTEST:

LISA POPE, City Clerk
(seal)

CONSULTANT: Amec Foster Wheeler
Environment & Infrastructure, Inc.
Erika Leachman
By: Erika Leachman
Project Manager

APPROVED AS TO FORM

Christi Hogin
CHRISTI HOGIN, City Attorney



amec
foster
wheeler

November 10, 2016

Patricia Salazar
Senior Administrative Analyst
City of Malibu
Planning Department
23825 Stuart Ranch Road
Malibu, CA 90265

Re: Revised Proposal to Prepare an Initial Study/Mitigated Negative Declaration for Surfider Plaza

Dear Ms. Salazar:

Amec Foster Wheeler is pleased to submit this proposal to prepare an administrative draft Initial Study (IS) and Mitigation Monitoring and Report Program (if required), in both Microsoft Word® and PDF versions (for inclusion of figures) and to address and incorporate changes from 3 rounds of staff comments. All submittals would be electronic. We would complete this scope of work for \$29,800 plus an additional \$5,000 contingency. Our Project Manager for this effort will be Mr. Dan Gira. Mr. Gira has more than 30 years of professional experience, including preparation of more than 50 Environmental Impact Reports and dozens of Mitigated Negative Declarations. He has recent experience within the City of Malibu, having prepared the Rancho Malibu Hotel Project EIR for the City and the Broad Beach Analysis of Public Trust Resources and Values for the California State Lands Commission. Our proposed scope and cost are detailed below.

Task 1; Prepare Administrative Draft IS: \$20,800. This task includes a kickoff meeting with the project applicant and City staff and one (1) site visit on the same day. This scope would include preparation of a focused traffic study (\$5,000), including level of service analysis at one (1) intersection (PCH/Malibu Pier), review of site access and circulation, and peer review of the applicant's parking study by subconsultant Associated Transportation Engineers (100 N. Hope Ave, Ste. 4, Santa Barbara, CA. 93110). This scope would include one (1) CalEEMod run to estimate air and greenhouse gas emissions. No other technical study or field work is included, or payment of fees, including California Department of Fish and Wildlife (CDFW) fees. We assume that cultural resource impact analysis would rely on available information. Since the site has been previously disturbed, we assume that potential for cultural resource impact is low and any potential impacts to cultural resources can be addressed with standard conditions of approval (e.g., construction monitoring, response to discovery of cultural resources, etc.). We also assume that the project would not result in any modifications to the character-defining features of the Malibu Inn, which could affect historic resources. If potential significant effects are identified for cultural/historic resources, our team would be available to prepare additional analysis on a time and materials basis. Schedule: Assuming we receive a Notice to Proceed on 11/29/2016, we will submit the Administrative Draft IS to City staff for review by 12/31/2016.

Task 2; Prepare Public Draft IS: \$3,000. This would include response to two rounds of staff comments (administrative and screencheck drafts) and attendance of one (1) public hearing.

Task 3; Prepare Final IS: \$6,000. This would include responses to all agency/public comments received and to two rounds of staff comments (administrative and screencheck drafts) and attendance of one (1) public hearing.

Respectfully submitted,

Aaron Goldschmidt, Vice President
Environmental Planning Group, Amec Foster Wheeler Environment & Infrastructure, Inc.

Amec Foster Wheeler Environment & Infrastructure, Inc.
104 W. Anapamu Street, Suite 204A
Santa Barbara, CA 93101
Tel: (805) 962-0992
www.amecfw.com

EXHIBIT A

City of Malibu
with
Surfrider Plaza, Inc.

Developer Reimbursement Agreement

22959 Pacific Coast Highway
“Proposed Surfrider Plaza Commercial Project”
Initial Study

This Agreement is made on this 28th day of November 2016, by and between the **City of Malibu**, a municipal corporation, 23825 Stuart Ranch Road, Malibu, California, 90265 (hereinafter referred to as the “CITY”) and **Surfrider Plaza, LLC**, 9350 Wilshire Blvd, Suite 300, Beverly Hills, CA 90210 (hereinafter referred to as the “DEVELOPER”).

Recitals

A. DEVELOPER has requested that CITY approve a coastal development permit (CDP No. 09-067, an application for the construction of a new 3,543 square foot office building and retail space above a new parking garage with a subterranean parking lot, a 4,170 square foot retail single-story building, surface parking lot, grading, retaining walls, landscaping and a new alternative onsite wastewater treatment system, including Variance (VAR) No. 09-043 for the reduction of the required front yard setback; VAR No. 13-016 for retaining walls in excess of six feet in height; VAR No. 15-009 for non-exempt grading in excess of 1,000 cubic yards per acre of commercial development; VAR No. 15-009 for construction on slopes steeper than 2.5 to 1; Minor Modification No. 09-013 for the reduction of the cumulative side yard setbacks; Site Plan Review No. 09-061 for a building height in excess of 18 feet, not to exceed 28 feet for a pitched roof; Conditional Use Permit No. 09-010 for a new commercial development over 500 square feet; and Joint Use Parking Agreement No. 13-001 to share the parking spaces with the adjacent lot to the west. The project would be located on a 1.2 acre site located at 22959 Pacific Coast Highway, Malibu, California, 90265.

B. CITY requires that an Initial Study be prepared for and under the direction of CITY, but at DEVELOPER’s expense, for consideration in conjunction with the application as required by the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq. and the State and local regulations promulgated pursuant thereto.

NOW, THEREFORE, the CITY and DEVELOPER mutually agree as follows:

1. **PAYMENT.** DEVELOPER agrees to pay CITY in full for all costs and expenses incurred pursuant to the contract between CITY and Impact Sciences, Inc. (the environmental consultant, hereinafter referred to as the “CONSULTANT”), selected by CITY to prepare the necessary documents for DEVELOPER’s project. DEVELOPER agrees to pay CITY in full for all CONSULTANT personnel (full-time, part-time and contract positions). The City estimates that the cost will be approximately \$34,800, which includes a \$5,000 contingency, plus thirty (30) percent management and administration fee to compensate for all CITY staff costs incurred in managing the contract with CONSULTANT in the amount of \$8,940. To date, Developer has deposited the sum of \$5,000 and the Developer shall deposit the sum of \$33,740 upon execution of this agreement and the contingency amount of \$5,000 upon notification by

the City. The total deposit amount \$43,740 represents CITY's best estimate of DEVELOPER's ultimate obligations hereunder.

In the event CITY determines, based on the actual expense incurred in preparation and review of the Initial Study, that its actual costs will exceed \$34,800, DEVELOPER shall pay to CITY upon demand in a lump sum the estimated cost of the excess. Work on the Initial Study shall be suspended until and unless said payment is made to CITY and in such event, DEVELOPER shall be responsible for all costs incurred as a result of the suspension of work. If payment is not made within 30 days of written demand by CITY, the application for the project for which the Initial Study is being prepared shall be deemed withdrawn by DEVELOPER unless such time period is waived in writing by the City Manager.

After a final action is taken on the Initial Study by the Planning Commission (or City Council as applicable), or upon abandonment by DEVELOPER pursuant to Section 2 below, and satisfaction of all liabilities to CONSULTANT and reimbursement of all CITY staff expense, CITY shall refund DEVELOPER any amount of DEVELOPER's payments which remain unexpended. If the deposit(s) is insufficient to meet CITY's obligations to CONSULTANT, DEVELOPER shall pay any remaining amounts due.

2. **ABANDONMENT OF PROJECT.** In the event DEVELOPER abandons the project prior to a final decision on the Initial Study by the Planning Commission (or City Council as applicable), and upon written request from DEVELOPER directed to the City Manager of CITY, CITY will suspend preparation of the Initial Study and evaluation of DEVELOPER's applications in order to avoid further expense.

3. **INDEPENDENT CONSULTANTS.**

3.1. During the existence of CITY's contract with CONSULTANT, and for a time period of one (1) year from final resolution of DEVELOPER's application, neither DEVELOPER, nor any of its representatives, agents or other persons acting in concert with DEVELOPER will enter into any financial or business relationship with CONSULTANT or any of its subconsultants or propose to enter into any future such relationship with any such entities or persons without written notice to and approval in writing by CITY.

3.2. DEVELOPER hereby acknowledges and agrees as follows:

3.2.1. CITY has sole discretion to select which of its employees are assigned to work on DEVELOPER's application.

3.2.2. CITY has sole discretion to determine which persons CITY will hire as employees and contractors to work on DEVELOPER's application.

3.2.3. CITY has sole discretion to direct the work and evaluate the performance of the employees and contractors whom the CITY hires to work on DEVELOPER's application and CITY retains the right to terminate or replace at any time any employee or contractor who is assigned to work on DEVELOPER's application.

3.2.4. CITY has sole discretion to determine the amount of compensation paid to employees and contractors hired by CITY to work on DEVELOPER's application.

3.2.5. CITY, not DEVELOPER, shall pay employees and contractors hired or assigned by CITY to work on DEVELOPER's application from a CITY account under the exclusive control of CITY.

3.3. CITY and DEVELOPER hereby acknowledge and agree that processing of DEVELOPER's application is not contingent on the hiring of any specific contractors.

3.4. CITY and DEVELOPER hereby acknowledge and agree that DEVELOPER's duty to reimburse CITY is not contingent upon CITY's approval or disapproval of the proposed project or upon the result of any action of CITY.

3.5. Neither DEVELOPER, nor its officers, employees or agents, shall communicate with CONSULTANT during the term of this agreement without prior approval of CITY. CITY shall instruct CONSULTANT not to communicate with DEVELOPER or its agents without consent of CITY and prior coordination through Marny Randall, expeditor.

4. **INTERPRETATION.** This agreement is deemed to have been prepared by all of the parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contract under the law of the State of California.

5. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part, without the prior written consent of CITY.

6. **NOTICE.** All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative, as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid and addressed to the party at its applicable address.

CITY:
CITY OF MALIBU
Attention: Bonnie Blue, Planning Director
23825 Stuart Ranch Road
Malibu, CA 90265-4861

DEVELOPER:

Surfrider Plaza, LLC
Attention: Steven Hakim
9350 Wilshire Blvd, Suite 300
Beverly Hills, CA 90210

7. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of California and the exclusive venue for all disputes arising hereunder shall be the Superior Court for the County of Los Angeles.

8. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement represents the entire integrated Agreement between CITY and DEVELOPER, and supersedes any and all other agreements, either oral or written, between the parties, and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein. Any agreement, statement or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

9. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

10. **AUTHORITY TO ENTER AGREEMENT.** The DEVELOPER has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and to bind each respective party.

This Agreement is executed on this ___ day of _____, 2016, at Malibu, California, and effective as of November 28, 2016.

CITY OF MALIBU:

REVA FELDMAN, City Manager

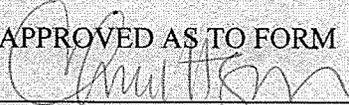
ATTEST:

LISA POPE, City Clerk
(seal)

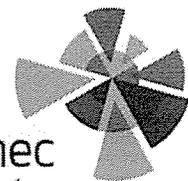
DEVELOPER:



By: STEVEN HAKIM, Member
Surfrider Plaza, LLC

APPROVED AS TO FORM


CHRISTI HOGIN, City Attorney



amec
foster
wheeler

November 10, 2016

Patricia Salazar
Senior Administrative Analyst
City of Malibu
Planning Department
23825 Stuart Ranch Road
Malibu, CA 90265

Re: Revised Proposal to Prepare an Initial Study/Mitigated Negative Declaration for Surfrider Plaza

Dear Ms. Salazar:

Amec Foster Wheeler is pleased to submit this proposal to prepare an administrative draft Initial Study (IS) and Mitigation Monitoring and Report Program (if required), in both Microsoft Word® and PDF versions (for inclusion of figures) and to address and incorporate changes from 3 rounds of staff comments. All submittals would be electronic. We would complete this scope of work for \$29,800 plus an additional \$5,000 contingency. Our Project Manager for this effort will be Mr. Dan Gira. Mr. Gira has more than 30 years of professional experience, including preparation of more than 50 Environmental Impact Reports and dozens of Mitigated Negative Declarations. He has recent experience within the City of Malibu, having prepared the Rancho Malibu Hotel Project EIR for the City and the Broad Beach Analysis of Public Trust Resources and Values for the California State Lands Commission. Our proposed scope and cost are detailed below.

Task 1; Prepare Administrative Draft IS: \$20,800. This task includes a kickoff meeting with the project applicant and City staff and one (1) site visit on the same day. This scope would include preparation of a focused traffic study (\$5,000), including level of service analysis at one (1) intersection (PCH/Malibu Pier), review of site access and circulation, and peer review of the applicant's parking study by subconsultant Associated Transportation Engineers (100 N. Hope Ave, Ste. 4, Santa Barbara, CA. 93110). This scope would include one (1) CalEEMod run to estimate air and greenhouse gas emissions. No other technical study or field work is included, or payment of fees, including California Department of Fish and Wildlife (CDFW) fees. We assume that cultural resource impact analysis would rely on available information. Since the site has been previously disturbed, we assume that potential for cultural resource impact is low and any potential impacts to cultural resources can be addressed with standard conditions of approval (e.g., construction monitoring, response to discovery of cultural resources, etc.). We also assume that the project would not result in any modifications to the character-defining features of the Malibu Inn, which could affect historic resources. If potential significant effects are identified for cultural/historic resources, our team would be available to prepare additional analysis on a time and materials basis. Schedule: Assuming we receive a Notice to Proceed on 11/29/2016, we will submit the Administrative Draft IS to City staff for review by 12/31/2016.

Task 2; Prepare Public Draft IS: \$3,000. This would include response to two rounds of staff comments (administrative and screencheck drafts) and attendance of one (1) public hearing.

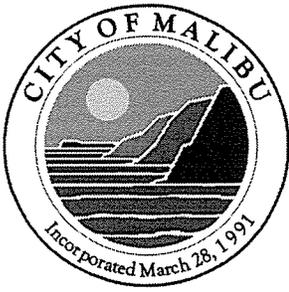
Task 3; Prepare Final IS: \$6,000. This would include responses to all agency/public comments received and to two rounds of staff comments (administrative and screencheck drafts) and attendance of one (1) public hearing.

Respectfully submitted,

Aaron Goldschmidt, Vice President
Environmental Planning Group, Amec Foster Wheeler Environment & Infrastructure, Inc.

Amec Foster Wheeler Environment & Infrastructure, Inc.
104 W. Anapamu Street, Suite 204A
Santa Barbara, CA 93101
Tel: (805) 962-0992
www.amecfw.com

EXHIBIT A



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Bonnie Blue, Planning Director

Approved by: Reva Feldman, City Manager 

Date prepared: November 9, 2016

Meeting date: November 28, 2016

Subject: Amendments to the Wireless Communications Facilities Ordinances

RECOMMENDED ACTION: Adopt Resolution No. 16-48 initiating amendments to Title 17 of the Malibu Municipal Code (MMC) and to the Local Coastal Program (LCP) to update the City's ordinances related to wireless communication facilities (WCFs).

FISCAL IMPACT: None.

DISCUSSION: Staff is proposing to amend the MMC and LCP regulations regarding WCFs in an attempt to address issues that residents, City staff and wireless communications applicants have experienced during the process of proposing and placing new facilities, including existing facility upgrades throughout the City. City staff wishes to establish a transparent permitting process for WCFs and codify other processing time rules. In addition, the code updates are necessary to bring the City's ordinances into compliance with federal¹ and State² laws that have been enacted since the City's adoption of its original ordinance in 2003.

Upon initiating the code amendments, City staff will seek professional consulting services for the following services: 1) preparation of a revised City WCF ordinance; 2) preparation of an initial study pursuant to California Environmental Quality Act (CEQA); 3) creation of an implementation program with a public outreach component;

¹ Spectrum Act – Title IV, Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 {47 U.S.C. 1455}; On December 17, 2014, the FCC adopted regulations implementing Section 6409, codified at 47 C.F.R. § 1.40001, which took effect on April 9, 2015. The regulations were intended to clarify which types of WCF projects are covered by the Spectrum Act.

² State Laws SB 1627 codified as Government Code Sections 65850.6 and 65964 adopted in 2006; Assembly Bill 57 (Quirk), effective January 1, 2016, a new state statute codified Government Code Section 65964.1 (see <http://bit.ly/1Rcnlpb>), which deems approved all applications for new sites after 150 days and all collocations not covered under the FCC's rules after 90 days.

4) peer review services for WCF applications; and 5) technical services for a maintenance and compliance program.

For the code update, staff proposes that the consultant conduct a community meeting to solicit public comment prior to developing an administrative draft of the ordinance and publishing said comments on the City's website. The draft ordinance will be presented to the City Council Zoning Ordinance Revisions and Code Enforcement Subcommittee, followed by additional public workshops, and Planning Commission hearings prior to the City Council consideration. This process will occur concurrently with the public review process of the CEQA document.

Funding for the code update is included in the adopted budget for Fiscal Year 2016-2017 in Account No. 101-2001-5100 (Planning Professional Services). Staff will present a proposed scope of work and agreement for the WCF professional consulting services to Council at a later date.

SUMMARY: Staff recommends that the Council initiate the amendments in order for the code amendments to move forward.

ATTACHMENT: Resolution No. 16-48

RESOLUTION NO. 16-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU
INITIATING AMENDMENTS TO TITLE 17 OF THE MALIBU MUNICIPAL
CODE AND TO THE LOCAL COASTAL PROGRAM TO UPDATE THE CITY'S
ORDINANCES RELATED TO WIRELESS COMMUNICATION FACILITIES

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

SECTION 1. Initiation.

Pursuant to the Malibu Municipal Code (MMC) and Local Coastal Program (LCP) Local Implementation Plan (LIP) Section 19.2.1, the City Council hereby initiates amendments to the MMC and LCP, and directs staff to issue a Notice of Availability consistent with LIP Section 19.3.1 to update the development standards and processing of wireless communication facilities.

SECTION 2. Planning Commission Hearing.

The Planning Commission is hereby directed to conduct a duly noticed public hearing in accordance with the provisions of LIP Chapter 19 no earlier than six weeks from the date of mailing of the Notice of Availability. Following the public hearing, the Planning Commission shall recommend to the City Council whether it should approve, modify, or reject the amendments. The Planning Commission's recommendation shall be made by resolution carried by the affirmative vote of not less than the majority of the entire Planning Commission.

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

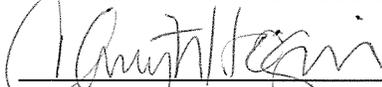
PASSED, APPROVED, and ADOPTED this 28th day of November 2016.

LOU LA MONTE, Mayor

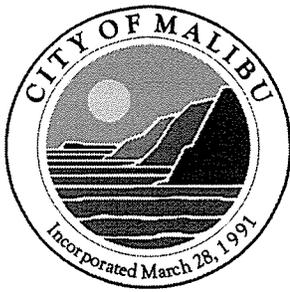
ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Elizabeth Shavelson, Assistant to the City Manager

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

Approved by: Reva Feldman, City Manager 

Date prepared: November 8, 2016 Meeting date: November 28, 2016

Subject: Caltrans Supplemental Adopt-A-Highway Program

RECOMMENDED ACTION: 1) Approve the recommendation from the Public Works Commission to pursue the Caltrans Supplemental Adopt-A-Highway (AAH) Program to remove litter along Pacific Coast Highway (PCH) in the Zuma Beach Area from Busch Drive to Trancas Canyon Road and the Surfrider Beach Area from Webb Way to Carbon Canyon Road during a five-month period from May through September; and 2) Direct staff to apply for the Supplemental AAH Program on behalf of the City and negotiate an agreement with a Caltrans' approved AAH contractor to perform the work in an amount not to exceed \$9,000.

FISCAL IMPACT: Funding for this program was included in the Adopted Budget for Fiscal Year 2016-2017 in Account No. 100-3001-5100.

DISCUSSION: In response to the amount of trash and debris that had accumulated along Pacific Coast Highway during summer 2016, the Public Works Commission began reviewing Caltrans' maintenance and debris removal practices. To help maintain the state highway and augment the Caltrans' maintenance budget, Caltrans developed the Adopt-A-Highway (AAH) Program. The program has been in operation in Malibu for many years. The Public Works Commission examined the status and operations of the AAH Program throughout the City.

Highway adopters are required to collect trash twice a month. According to the local Caltrans' AAH Coordinator, there are nine (9) continuous highway sections that can be adopted within the Malibu city limits. AAH permits are valid for five years and, at this time, all sections are adopted. Caltrans is responsible for reviewing their work and has determined that all Malibu highway adopters are performing their duties in accordance

with the AAH guidelines. The Commission was concerned that although the current adopters are fulfilling their AAH Program responsibilities, litter removal twice a month is insufficient to keep the highway clean during the heavily used summer months. The Commission examined different options for the City to supplement the existing AAH Program including applying to be on the AAH waitlist, sponsoring Highway Clean-Up Events and applying to be an adopter under the Supplemental AAH Program.

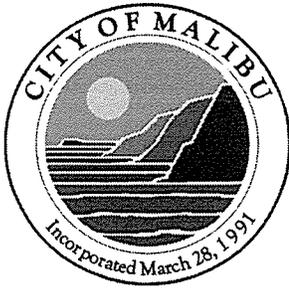
On October 26, 2016, the Public Works Commission recommended that the City Council pursue the Supplemental AAH Program to remove litter along PCH in the Zuma Beach Area from Busch Dr. to Trancas Canyon Rd. and the Surfrider Beach Area from Webb Way to Carbon Canyon Rd. during five months from May through September.

The Supplemental AAH Program allows individuals or entities to supplement an existing litter removal adoption by increasing the cleaning frequency. Under the supplemental program, the City can apply to adopt a portion or all of PCH within the City limits as a supplementary adopter. Supplemental litter removal adoption is typically performed by municipalities in an effort to keep municipal entry points or "gateway" areas clean. Supplemental adopters are subject to the same requirements as AAH adopters with the exception of litter removal frequency. Unlike the standard AAH Program, Caltrans will not install a courtesy sign for supplemental adopters.

There are currently three (3) contractors that Caltrans District 7 has certified to provide services for the AAH Program. Staff reached out to all three contractors to get a preliminary estimate of cost. The costs to perform twice monthly trash pick-up along PCH in the Surfrider and Zuma beach areas for the five month period (May-September) appear to range between approximately \$7,000 and \$9,000. As a result, trash would be picked up weekly along PCH adjacent to the City's most popular beaches during the peak summer season.

There are currently three (3) cities in the Caltrans District 7 service area that are supplemental adopters. These cities include City of Glendale, City of Thousand Oaks and City of Agoura Hills. The City reached out to all three cities to learn about their experience.

Staff recommends that Council approve the recommendation from Public Works Commission. If approved, staff will submit an application to Caltrans for the Supplemental AAH Program, solicit final proposals from all three eligible contractors and select the lowest bidder.



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Gregg W. Kettles, Assistant City Attorney

Approved by: Christi Hogin, City Attorney

Date prepared: November 16, 2016 Meeting date: November 28, 2016

Subject: City representation of individually named respondents and defendants in *Wildlife II, LLC v. City of Malibu*, Los Angeles County Superior Court Case No. SC126470

RECOMMENDED ACTION: Direct the City Attorney to defend the following individually named respondents and defendants in *Wildlife II, LLC v. City of Malibu*, Los Angeles County Superior Court Case No. SC126470: Councilmember Lou La Monte, Councilmember Skylar Peak, Councilmember Joan House, Councilmember Laura Rosenthal, Councilmember John Sibert, Planning Director Bonnie Blue, Senior Code Enforcement Officer Doug Cleavenger, and Environmental Sustainability Department Director and Building Official Craig George.

FISCAL IMPACT: No significant impact. The City is also a named respondent and defendant in the lawsuit for the same alleged acts and omissions. Because the City will be defending the lawsuit anyway, the added cost of defending the individually named respondents and defendants will likely be negligible.

DISCUSSION: The lawsuit arises out of the City's approval of a project to build a residence, pavilion, and swimming pool at 6847 Wildlife Road. The applicants, Richard and Shawn Sperber (the "Sperbers"), obtained project approval from the Planning Commission. The Sperbers submitted modified plans to the Planning Department. Based on the information submitted, the Department mistakenly believed the modifications to be minor and approved them. Grading and building permits were issued.

Shortly after grading began, the Department realized its mistake and stop work orders were issued to halt activity. The Department informed the Sperbers that modifications to support the reconfiguration of the swimming pool, and relocation of the pavilion and

residence, were not authorized by the approved coastal development permit (CDP). To secure authorization of the revised plans, the Sperbers submitted an application for an amendment to the previously approved CDP. That amendment ultimately was approved in part, but the changes proposed to the backyard and swimming pool were denied without prejudice by the City.

While they sought the amendment to their CDP, the Sperbers filed a petition and complaint (the "Petition"), alleging that the stop work orders were improperly issued because, by virtue of their good faith reliance on the mistakenly-issued grading and building permits, the Sperbers have a vested right to proceed. The Sperbers also allege that the City's actions with respect stop work orders violated their constitutional rights to due process and equal protection. They seek an injunction, declaratory relief, and compensatory damages.

In addition to the City, the Sperbers have sued personally and as individuals several public officials and employees. Specifically, they have sued Councilmember Lou La Monte, Councilmember Skylar Peak, Councilmember Joan House, Councilmember Laura Rosenthal, Councilmember John Sibert, Planning Director Bonnie Blue, Senior Code Enforcement Officer Doug Cleavenger, and Environmental Sustainability Department Director and Building Official Craig George. It is unusual to sue individuals and public servants are generally protected from personal liability, especially under the very ordinary facts of this case.

Upon request, the City is required to provide a defense for any civil action or proceeding brought against an employee or former employee (including elected officials) in his or her official or individual capacity or both, provided that the action or proceeding is brought on account of an act or omission that occurred within the scope of employment as an employee of the city.¹ Government Code Section 995.

Unless one of the statutory exceptions applies (see footnote 1), the defense is mandatory upon request. Also, once a request for defense is made, the City must decide whether to provide the defense within 20 days. Government Code Section 995.2, subdivision (b).

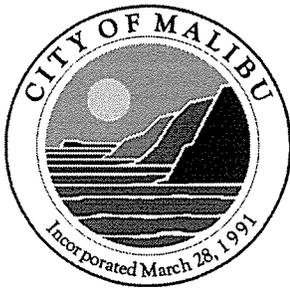
¹ The City may refuse to provide for the defense of a civil action or proceeding brought against an employee or former employee if the City determines any of the following:

- (1) The act or omission was not within the scope of his or her employment.
- (2) He or she acted or failed to act because of actual fraud, corruption, or actual malice.
- (3) The defense of the action or proceeding by the public entity would create a specific conflict of interest between the public entity and the employee or former employee. (In this context, "specific conflict of interest" means a conflict of interest or an adverse or pecuniary interest, as specified by statute or by a rule or regulation of the public entity.) Government Code Section 995.2.

The policy that public employees should not be personally liable for acts and omissions committed within the scope of employment extends beyond defense to include indemnification. In general, if a city is required to defend its employee, the city is also required to pay any judgment, compromise, or settlement agreed to by the entity. Government Code Sections 825, subdivision (a), and 825.4.

Our review of the Petition and the record of this matter leads us to believe that the actions taken by each of the individually named defendants as alleged in the Petition were taken, if at all, within the course and scope of his or her employment.² Each of the individually named defendants has requested the City represent it in the litigation. Accordingly, we believe the City is required to provide a defense to each of the individually named defendants.

² We say "if at all" because some of the individually named defendants are not alleged by the Petition to have done anything wrong.



Council Agenda Report

To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Mary Linden, Executive Assistant

Approved by: Reva Feldman, City Manager

Date prepared: November 15, 2016 Meeting date: November 28, 2016

Subject: Support for Standing Rock Sioux Tribe's Opposition to Construction of the Dakota Access Pipeline (Mayor Pro Tem Peak)

RECOMMENDED ACTION: At the request of Mayor Pro Tem Peak, adopt Resolution No. 16-49 in support of the Standing Rock Sioux Tribe's opposition to construction of the Dakota Access Pipeline, which is proposed to run through protected ancestral lands and sacred places in violation of Indian Treaties with the United States.

FISCAL IMPACT: None.

DISCUSSION: The proposed Dakota Access Pipeline (DAPL) is a 1,168-mile, 30-inch diameter pipeline being developed by Energy Transfer Partners and its affiliates to carry as much as 570,000 barrels per day of crude from western North Dakota to Illinois. As proposed, the DAPL would run across or beneath 209 rivers, creeks and tributaries, including the Missouri River, which provides drinking water and irrigates agricultural land in communities across the Midwest, serving nearly 10 million people.

The DAPL would also run through ancestral lands and waters, including burial grounds and gravesites, and other sacred sites of cultural, religious, and historical significance reserved by the Treaty of Fort Laramie for the traditional use of the Standing Rock Sioux Tribe.

Indian Treaties, such as the Treaty of Fort Laramie, as well as the American Indian Religious Freedom Act of 1978 and Articles 11, 12 and 25 of the United Nations Declaration on the Rights of Indigenous People (UNDRIP), endorsed by the United States in 2010, are enacted to protect the inherent rights of American Indians to preserve their land and sacred places. These agreements require that the United States receive prior consent from the Indian tribes before any federal action is taken that affects their lands,

territories, waters and other resources, or infringes on their right to exercise their traditional religious practices in those sacred places.

The U.S. Army Corps of Engineers failed to consult with or obtain the free, prior and informed consent of the Standing Rock Sioux Tribe before issuing its Mitigated Finding of No Significant Impact that would result in an easement for horizontal directional drilling for the DAPL. It is believed that any spill of oil into the Missouri River would irreparably harm the Standing Rock Sioux Tribe's Treaty-reserved lands, territories, waters and other resources, its burial grounds, gravesites and other sacred sites of cultural, religious, and historical significance, and the Tribe's spiritual relationships and indigenous ways of life.

Mayor Pro Tem Peak is requesting the Council join many communities across the nation in support of the Standing Rock Sioux Tribe in opposing construction of the Dakota Access Pipeline by adopting Resolution No. 16-49.

ATTACHMENTS: Resolution No. 16-49

RESOLUTION NO. 16-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU IN SUPPORT OF THE STANDING ROCK SIOUX TRIBE'S OPPOSITION TO CONSTRUCTION OF THE DAKOTA ACCESS PIPELINE, WHICH IS PROPOSED TO RUN THROUGH PROTECTED ANCESTRAL LANDS AND SACRED PLACES IN VIOLATION OF INDIAN TREATIES WITH THE UNITED STATES

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

SECTION 1. Recitals.

A. The proposed Dakota Access Pipeline (DAPL) being developed by Energy Transfer Partners and its affiliates is a 1,168-mile, 30-inch diameter pipeline, which would carry as much as 570,000 barrels per day of Bakken crude from western North Dakota to Illinois.

B. The DAPL would run across or beneath 209 rivers, creeks and tributaries, including the Missouri River, which provides drinking water and irrigates agricultural land in communities across the Midwest, serving nearly 10 million people.

C. The DAPL would also run through the ancestral lands and waters, including burial grounds, gravesites, and other sacred sites of cultural, religious and historical significance, reserved for the traditional use of the Standing Rock Sioux Tribe by the Treaty of Fort Laramie.

D. Indian treaties, such as the Treaty of Fort Laramie, are recognized by the U.S. Constitution as "the supreme law of the land," and require consultation and cooperation by the United States with its Indian Treaty partner before any federal action is taken that affects Treaty lands, territories, waters or other resources.

E. The American Indian Religious Freedom Act of 1978 affirms the need to "protect and preserve for American Indians their inherent right of freedom to believe, express, and exercise the traditional religions," particularly in American Indian sacred places.

F. Articles 11, 12 and 25 of the United Nations Declaration on the Rights of Indigenous People (UNDRIP), endorsed by the United States in 2010, affirms that indigenous peoples like the Standing Rock Sioux Tribe possess the right to maintain and protect their culture, religion, practices, and relationship with their "traditionally owned or otherwise occupied and used lands, territories [and] waters."

G. UNDRIP Article 32 further provides that governments shall consult with indigenous peoples "in order to obtain their free and informed consent prior to the approval of any project affecting their lands or territories and other resources, particularly in connection with the development, utilization or exploitation of mineral, water or other resources."

H. The U.S. Army Corps of Engineers failed to consult with or obtain the free, prior and informed consent of the Standing Rock Sioux Tribe, as required by the Treaty of Fort Laramie, Executive Order 13175, UNDRIP Article 10, and other federal and international laws, before issuing a Mitigated Finding of No Significant Impact that would result in an easement for horizontal directional drilling for the DAPL.

I. Any spill of oil into the Missouri River would irreparably harm the Standing Rock

Resolution No. 16-49
Page 2 of 2

Sioux Tribe's Treaty-reserved lands, territories, waters and other resources, burial grounds, gravesites and other sacred sites of cultural, religious, and historical significance, and spiritual relationships and indigenous ways of life.

SECTION 2. The City Council does support the Standing Rock Sioux Tribe's opposition to construction of the Dakota Access Pipeline, which is proposed to run through protected ancestral lands and sacred places in violation of Indian Treaties with the United States.

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

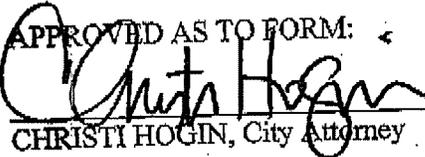
PASSED, APPROVED, and ADOPTED this 28th day of November 2016.

LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney