September 26, 2016 Regular Meeting

1. Meeting Agenda

   Documents:

   CC160926_AGENDA.PDF

2. Recess Of City Council Meeting
   At this point in the meeting, the Council will recess the City Council meeting, and BOARD OF THE MALIBU PUBLIC FINANCING CORPORATION (MPFC) will convene its meeting. After the MPFC adjourns, the City Council will reconvene to consider the remainder of the agenda.

3. Item 3B2
   Warrant Register No. 580

   Documents:

   CC160926_ITEM 3B2.PDF

4. Item 3B3
   Approval of Minutes - August 22, 2016

   Documents:

   CC160926_ITEM 3B3.PDF

5. Item 3B4
   Legacy Park Deferred Maintenance

   Documents:

   CC160926_ITEM 3B4.PDF

6. Item 3B5
   Emergency Supplies and Equipment

   Documents:

   CC160926_ITEM 3B5.PDF

7. Item 4A
   Appeal No. 16-004 and 005 - Appeal of Planning Commission Resolution No. 16-17

   Documents:

   CC160926_ITEM 4A.PDF
   CC160926_ITEM 4A_SUPPLEMENTAL.PDF

8. Item 5A
   Update on Expanded Polystyrene Ordinances

Documents:

CC160926_ITEM 5A.PDF

9. Item 6A
   Refinancing of Certificates of Participation for City Hall Acquisitions and Issuance of Certificates of Participation for Trancas Field

   Documents:

   CC160926_ITEM 6A.PDF

10. Item 7A
    Appointment to Las Virgenes-Malibu Council of Governments

    Documents:

    CC160926_ITEM 7A.PDF

11. Item 7B
    Homeless Issues Town Hall Meeting (Mayor La Monte)

    Documents:

    CC160926_ITEM 7B.PDF

Malibu City Council
Regular Meeting Agenda

Monday, September 26, 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 – September 16, 2016

1. Ceremonial/Presentations

A. Presentation of Proclamation Declaring September 2016 as Childhood Cancer Awareness Month

B. Presentation by the California Ocean Science Trust regarding Baseline Monitoring Information for Marine Protected Areas

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

AT THIS POINT IN THE MEETING, THE COUNCIL WILL RECESS THE CITY COUNCIL MEETING AND THE BOARD OF THE MALIBU PUBLIC FINANCING CORPORATION WILL CONVENE ITS MEETING. AFTER THE MALIBU PUBLIC FINANCING CORPORATION MEETING ADJOURNS, THE CITY COUNCIL WILL RECONVENE TO CONSIDER THE REMAINDER OF THE AGENDA.

3. Consent Calendar

A. Previously Discussed Items

None.

B. New Items

1. Waive Further Reading

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

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

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 48453-48538 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. 580 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $2,198,334.87. City of Malibu payroll check numbers 4697-4699 and ACH deposits were issued in the amount of $161,733.91.

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

3. Approval of Minutes

Recommended Action: Approve the minutes for the August 22, 2016 Regular City Council meeting.

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

4. Legacy Park Deferred Maintenance

Recommended Action: Authorize the appropriation of $9,300 from the Legacy Park Fund to Legacy Park Operations – Park Maintenance (Account No. 500-7008-5130) for deferred maintenance in the park.

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

5. Emergency Supplies and Equipment

Recommended Action: Authorize the appropriation of $22,000 from the General Fund Undesignated Reserve to Emergency Preparedness Operating Supplies (Account No. 100-7021-6160) to fund the replacement of stolen and expired emergency supplies, replace and upgrade outdated automated external defibrillators (AEDs), and replace the City's satellite communication system.

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

4. Ordinances and Public Hearings

A. Appeal No. 16-004 and 005 - Appeal of Planning Commission Resolution No. 16-17

Recommended Action: Adopt Resolution No. 16-43, determining the project is categorically exempt from the California Environmental Quality Act, and denying Appeal No. 16-004 and 16-005 and approving Coastal Development Permit Amendment No. 16-006 with modified conditions of approval amending Coastal Development Permit No. 14-024, Site Plan Review No. 14-018, and Minor Modification (MM) No. 14-016 to increase the front yard setback, revise the grading design and configuration of the pool and backyard amenities, and make other modifications for construction of a new, 6,632 square-foot, two-story, single-family residence, a 628 square-foot attached garage, a 999 square-foot basement, pool, landscaping, retaining walls and fencing, grading, various hardscape, 36 square feet of covered porches projecting more than six feet, and an alternative onsite wastewater treatment system, including an 18 percent rather than 40 percent minor modification of the front yard setback, and a site plan review for height in excess of 18 feet, up to 28 feet for a pitched roof in the Rural Residential-One Acre zoning district located at 6847 Wildlife Road.

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

5. Old Business

A. Update on Expanded Polystyrene Ordinances

Recommended Action: 1) Receive and file report on Expanded Polystyrene Ordinances and 2) Provide direction to staff.

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

6. New Business

A. Refinancing of Certificates of Participation for City Hall Acquisitions and Issuance of Certificates of Participation for Trancas Field

Recommended Action: 1) Adopt Resolution No. 16-42 authorizing the execution and delivery of the City's Certificates of Participation 2016 (Certificates) and authorizing the execution and delivery of certain documents and directing certain actions in connection therewith in order to refinance Taxable and Tax Exempt Certificates issued in 2009 in connection with the acquisition of City Hall, Taxable Certificates issued in 2010 for improvements to City Hall and to finance the acquisition of Trancas Field; 2) Approve Bond Counsel Agreement with Stradling, Yocca, Carlson & Rauth for bond counsel services to execute and deliver the Certificates; and 3) Approve Agreement with Stifel Nicolaus & Company, Inc. for investment banking and underwriting services to execute and deliver the Certificates.

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

7. Council Items

A. Appointment to Las Virgenes-Malibu Council of Governments

Recommended Action: Appoint Councilmember Rosenthal as the City's representative and Mayor La Monte as an alternate on the Las Virgenes-Malibu Council of Governments (COG).

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

B. Homeless Issues Town Hall Meeting (Mayor La Monte)

Recommended Action: At the recommendation of Mayor La Monte: 1) Consider whether the City should co-sponsor a town hall meeting to discuss homeless issues in Malibu; and 2) Direct staff as appropriate.

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

Adjournment

Future Meetings

Monday, October 10, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, October 24, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers
Monday, November 14, 2016	6:30 p.m.	Regular City Council Meeting	City Hall Council Chambers

Guide to the City Council Proceedings

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

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

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

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

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

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

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

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

The City Hall phone number is (310) 456-2489. To contact City Hall using a telecommunication device for the deaf (TDD), please call (800) 735-2929 and a California Relay Service operator will assist you. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Environmental Sustainability Director 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 16th day of September 2016.

Heather Glaser, City Clerk

City Council Meeting
09-26-16
Item
3.B.2.

WARRANT REGISTER NO. 580

On September 26, 2016, the Malibu City Council allowed and approved the above warrant demand numbers 48453 – 48538 from the General Fund. The City Manager is hereby directed to pay out the funds named hereon to each of the claimants listed above, the amount appearing opposite their name for the purpose stated on the respective demands, making a total of $2,198,334.87. City of Malibu payroll check numbers 4697 - 4699 and ACH deposits were issued in the amount of $161,733.91.

PASSED, APPROVED and ADOPTED this 26th day of September 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 26th day of September 2016, AT MALIBU, CALIFORNIA

Reva Feldman
City Manager

Accounts Payable

Checks by Date - Summary By Check Number

User: jhand
Printed: 9/14/2016 - 10:19 AM

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48453	BlueShie	Blue Shield of California	09/01/2016	1,206.80
48454	DELTADE	Delta Dental of California	09/01/2016	7,797.54
48455	ICMA457	ICMA Retirement Trust 457 - 303	09/01/2016	15,276.79
48456	ICMACM	ICMA 401-Plan # 108658	09/01/2016	496.15
48457	ICMADH	ICMA 401-Plan # 108650	09/01/2016	461.52
48458	MANAGED	Managed Health Network	09/01/2016	135.85
48459	PERSHEA	CalPERS Health	09/01/2016	80,579.77
48460	PERSRET	CalPERS Retirement	09/01/2016	32,664.05
48461	STANDARD	Standard Insurance Company N2	09/01/2016	5,116.47
48462	STANDARD	Standard Insurance Company N2	09/01/2016	317.59
48463	USBANK2	U.S. Bank	09/01/2016	1,150.35
48464	ACCOUNTE	OfficeTeam A Robert Half Compa	09/01/2016	2,955.46
48465	ALERTCO	Affiliated Communications LLC c	09/01/2016	219.02
48466	BANNER	Banner Bank	09/01/2016	29,495.98
48467	BAYFOUND	Bay Foundation, The	09/01/2016	202.21
48468	CACODE	California Code Check, Inc	09/01/2016	42,103.04
48469	CALPERS4	CalPERS	09/01/2016	1,300.00
48470	CASTRATE	California Strategies & Advocacy	09/01/2016	12,500.00
48471	CHENGY	Yvonne Cheng	09/01/2016	45.00
48472	CHEVRON	Chevron & Texaco Bus. Card Srv	09/01/2016	964.19
48473	COTTON	Cotton,Shires & Associates,Inc	09/01/2016	44,337.00
48474	CRPRINT	CR PRINT	09/01/2016	130.62
48475	CURTISN	Natalie Curtis	09/01/2016	170.00
48476	DISTORR	Rica Distor	09/01/2016	45.00
48477	DUTHIEEL	Duthie Electrical Services	09/01/2016	1,750.00
48478	FAIRPLAY	Fair-Play Trans-Lux	09/01/2016	724.89
48479	Fugro	Fugro Consultants, Inc.	09/01/2016	1,666.25
48480	GATES	SWAG Corporation	09/01/2016	2,490.00
48481	GIINDUS	GI Industries	09/01/2016	448.88
48482	HALKAND	Andy Halkovich	09/01/2016	40.00
48483	IMPACTSC	Impact Sciences Inc	09/01/2016	220.00
48484	INTESCAN	Integrated Scanning of America	09/01/2016	3,644.87
48485	LACOCLE	LA County Registrar-Recorder LA	09/01/2016	75.00
48486	LACOCLE	LA County Registrar-Recorder LA	09/01/2016	75.00
48487	LACOCLE	LA County Registrar-Recorder LA	09/01/2016	75.00
48488	LACOCLE	LA County Registrar-Recorder LA	09/01/2016	75.00
48489	LIPPMAN	Peter Lippman	09/01/2016	296.48
48490	MALITIM	Malibu Times	09/01/2016	489.00
48491	MYERS&SO	Myers & Sons Construction, LP	09/01/2016	1,128,081.72
48492	NAICKERV	Vasudevan Naicker	09/01/2016	175.00
48493	OHERLIHL	Lorcan O'Herlihy	09/01/2016	120.00
48494	PACIFICS	Pacific Sanitation, Inc.	09/01/2016	930.00
48495	PCRECYCL	PC Recycle LLC	09/01/2016	419.60
48496	QUESTA	Questa Engineering Corp	09/01/2016	945.00
48497	READYREF	Nestle Waters North America Inc	09/01/2016	199.33

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
48498	RINCONC	Rincon Consultants, Inc	09/01/2016	3,119.00
48499	SANDELD	Dan Sandel	09/01/2016	1,302.50
48500	SMMUSD	SMMUSD	09/01/2016	345.00
48501	SOLIDWA	Solid Waste Solutions, Inc.	09/01/2016	4,146.00
48502	SOTERIA	Soteria Training Services	09/01/2016	1,800.00
48503	VIDO	Vido Artukovich & Son, Inc./Vidn	09/01/2016	560,423.60
48504	XANADU	Xanadu Service System	09/01/2016	2,250.00
48505	XEROX	Xerox Corporation	09/01/2016	1,046.22
48506	ACCOUNTE	OfficeTeam A Robert Half Compa	09/08/2016	3,157.70
48507	AQUATIC	Aquatic Bioassay & Consulting L:	09/08/2016	1,190.00
48508	BURNS	Burns Pacific Construction Inc	09/08/2016	59,394.81
48509	CAMEB	Barbara A. Cameron	09/08/2016	8,123.46
48510	CLEADOUG	Douglas Cleavenger	09/08/2016	86.12
48511	COMPLIA	Compliance Biology, Inc.	09/08/2016	7,125.00
48512	COOPERM	Marsha Cooper	09/08/2016	720.00
48513	FERCANOL	Laura DeMieri Fercano	09/08/2016	235.20
48514	FRONTIER	Frontier California Inc	09/08/2016	364.99
48515	GOVERNF	Governmental Financial Service	09/08/2016	1,860.00
48516	LABCORP	Laboratory Corp. of America	09/08/2016	59.00
48517	LACOCLE	LA County Registrar-Recorder LA	09/08/2016	75.00
48518	LACOCLE	LA County Registrar-Recorder LA	09/08/2016	75.00
48519	MONAHAN	Ann Monahan	09/08/2016	140.00
48520	OZONE	Ozone Water Systems, Inc.	09/08/2016	4,000.00
48521	RAMOREB	Rebecca Ramos	09/08/2016	51.75
48522	SCEDISO	Southern California Edison Comp	09/08/2016	27,693.26
48523	SCHROEDE	Joanna Schroeder	09/08/2016	170.00
48524	SHAHMAD	Madelene Shah	09/08/2016	145.00
48525	SIEMENS	Siemens Industry Inc	09/08/2016	330.00
48526	SOLIDWA	Solid Waste Solutions, Inc.	09/08/2016	29,399.99
48527	SWIMFIT	Swim Fit LA	09/08/2016	4,092.00
48528	TOTALGRA	Brian Shore	09/08/2016	220.00
48529	TRIYOGA	TriYoga International	09/08/2016	200.00
48530	VERIZONW	Verizon Wireless Services LLC	09/08/2016	1,549.67
48531	VIAWEST	ViaWest Inc	09/08/2016	745.00
48532	WILBJOY	Joy Alison Wilburn	09/08/2016	400.00
48533	YAOD	Donna Yao	09/08/2016	285.00
48534	ICMA457	ICMA Retirement Trust 457 - 303	09/12/2016	15,226.80
48535	ICMACM	ICMA 401-Plan # 108658	09/12/2016	496.15
48536	ICMADH	ICMA 401-Plan # 108650	09/12/2016	576.90
48537	PERSRET	CalPERS Retirement	09/12/2016	32,210.80
48538	USBANK2	U.S. Bank	09/12/2016	892.53
			Report Total:	2,198,334.87

Accounts Payable

Transactions by Account

User: jhand
Printed: 09/14/2016 - 10:41AM
Batch: 00000.00.0000

Checks from: 00048453 To: 00048538

Account Number	description	Vendor	Description	Check No	Amount
Fund: 100					
Dept:0000					
100-0000-2021-00	COBRA Payable	Blue Shield of California	PR 25.08.2016 Vision Care - Dele	48453	25.03
100-0000-2021-00	COBRA Payable	Blue Shield of California	PR 25.08.2016 Vision Care - Gun	48453	15.18
100-0000-2021-00	COBRA Payable	Blue Shield of California	PR 25.08.2016 Vision Care - Pete	48453	8.50
100-0000-2021-00	COBRA Payable	Blue Shield of California	PR 25.08.2016 Vision Care - Thoı	48453	25.03
			Vendor Subtotal for Dept:0000		73.74
Dept:0000					
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 25.08.2016 Dental Insurance -	48454	166.06
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 25.08.2016 Dental Insurance -	48454	102.15
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 25.08.2016 Dental Insurance -	48454	166.06
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 25.08.2016 Dental Insurance -	48454	52.69
100-0000-2021-00	COBRA Payable	Delta Dental of California	PR 25.08.2016 Dental Insurance -	48454	-166.06
			Vendor Subtotal for Dept:0000		320.90
Dept:0000					
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 25.08.2016 PERS ERShare - I	48460	488.99
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 25.08.2016 PERS EEShare - I	48460	358.12
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 08.09.2016 PERS EEShare - I	48537	358.12
100-0000-2021-00	COBRA Payable	CalPERS Retirement	PR 08.09.2016 PERS ERShare - I	48537	488.99
			Vendor Subtotal for Dept:0000		1,694.22
Dept:0000					
100-0000-3431-00	Public Works Project Review F	Dan Sandel	Refund Application Fees-7160 Dı	48499	673.00
			Vendor Subtotal for Dept:0000		673.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Natalie Curtis	Refund Middle School Volleyball	48475	170.00
			Vendor Subtotal for Dept:0000		170.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Lorcan O'Herlihy	Refund Class Fees - November Te	48493	120.00
			Vendor Subtotal for Dept:0000		120.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Joanna Schroeder	Refund Flag Football Prog-Boden	48523	170.00
			Vendor Subtotal for Dept:0000		170.00
Dept:0000					
100-0000-3464-00	Youth Sports Program Fees	Madelene Shah	Refund-Tennis Prog-Estelle-Sche	48524	145.00
			Vendor Subtotal for Dept:0000		145.00
Dept:0000					
100-0000-3466-00	Swim Use & Program Fee	Donna Yao	Refund Water Polo-Harry-unable	48533	285.00
			Vendor Subtotal for Dept:0000		285.00
Dept:3001					
100-3001-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	6.91
100-3001-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	4.41
			Vendor Subtotal for Dept:3001		11.32
Dept:3001					
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Routine Maint-Jul '16	48508	52,533.00
100-3001-5120-00	Street Maintenance	Burns Pacific Construction Inc	Yard Rental-Jul '16	48508	2,600.00
			Vendor Subtotal for Dept:3001		55,133.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:3001					
100-3001-5124-00	Traffic Signal Maintenance	Siemens Industry Inc	Signal/Beacon maint-Jul '16	48525	330.00
			Vendor Subtotal for Dept:3001		330.00
Dept:3001					
100-3001-5126-00	Wall/Sidewalk Maintenance	Burns Pacific Construction Inc	Sidewalk Maint-Jul '16	48508	2,720.00
			Vendor Subtotal for Dept:3001		2,720.00
Dept:3001					
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	35.21
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	103.34
100-3001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	10.02
			Vendor Subtotal for Dept:3001		148.57
Dept:3001					
100-3001-5722-00	Electricity	Southern California Edison Company	Broad Beach-Aug'16	48522	25.81
100-3001-5722-00	Electricity	Southern California Edison Company	Cross Creek Rd Ped-Jul/Aug'16	48522	48.13
100-3001-5722-00	Electricity	Southern California Edison Company	Rambla Light-Jul/Aug'16	48522	32.26
100-3001-5722-00	Electricity	Southern California Edison Company	St Lighting-Aug'16	48522	1,542.48
100-3001-5722-00	Electricity	Southern California Edison Company	Traffic Control-Jul/Aug'16	48522	153.83
100-3001-5722-00	Electricity	Southern California Edison Company	Winter Cyn-Jul/Aug'16	48522	91.04
			Vendor Subtotal for Dept:3001		1,893.55
Dept:3001					
100-3001-5725-00	Trash Pickup/Recycling	GI Industries	City Yard Green Waste-183-0153	48481	448.88
			Vendor Subtotal for Dept:3001		448.88
Dept:3001					
100-3001-6160-00	Operating Supplies	Burns Pacific Construction Inc	PW Supplies-Wood chips-Jul '16	48508	1,541.81
			Vendor Subtotal for Dept:3001		1,541.81

Account Number	description	Vendor	Description	Check No	Amount
Dept:3007					
100-3007-5610-00	Fac Maintenance-Civic Center	Ozone Water Systems, Inc.	CCSTF Equip Maint-Jul '16	48520	4,000.00
			Vendor Subtotal for Dept:3007		4,000.00
Dept:3007					
100-3007-5655-00	Stormwater Monitoring	Aquatic Bioassay & Consulting Labc	CCSTF testing/monitoring-Jul'16	48507	1,190.00
			Vendor Subtotal for Dept:3007		1,190.00
Dept:3007					
100-3007-5722-00	Electricity	Southern California Edison Company	CCSTF-Jul/Aug'16	48522	3,082.10
			Vendor Subtotal for Dept:3007		3,082.10
Dept:3008					
100-3008-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	5.00
100-3008-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	24.34
			Vendor Subtotal for Dept:3008		29.34
Dept:3008					
100-3008-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	White - WE 08/19/16 - 40.0 hrs.	48464	1,080.00
100-3008-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-PW-William W-W	48506	1,080.00
			Vendor Subtotal for Dept:3008		2,160.00
Dept:3008					
100-3008-5401-00	Advertising & Noticing	Malibu Times	Ads-NIB-Bus Stop Shelters-8/18	48490	304.00
			Vendor Subtotal for Dept:3008		304.00
Dept:3008					
100-3008-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	53.42

Account Number	description	Vendor	Description	Check No	Amount
			Vendor Subtotal for Dept:3008		53.42
Dept:3010					
100-3010-5656-00	Water Quality Test/Monitoring	Rincon Consultants, Inc	CCWWTF water quality monitori	48498	3,119.00
			Vendor Subtotal for Dept:3010		3,119.00
Dept:4001					
100-4001-4203-00	Vision Insurance	Blue Shield of California	PR 25.08.2016 Vision Care - Stall	48453	15.18
			Vendor Subtotal for Dept:4001		15.18
Dept:4001					
100-4001-4204-00	Dental Insurance	Delta Dental of California	PR 25.08.2016 Dental Insurance -	48454	102.15
			Vendor Subtotal for Dept:4001		102.15
Dept:4001					
100-4001-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	-7.06
			Vendor Subtotal for Dept:4001		-7.06
Dept:4001					
100-4001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	184.36
			Vendor Subtotal for Dept:4001		184.36
Dept:4001					
100-4001-6160-00	Operating Supplies	Nestle Waters North America Inc	Water for Bluffs/MHS Staff-7/13-	48497	199.33
			Vendor Subtotal for Dept:4001		199.33
Dept:4002					
100-4002-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	-2.21

Account Number	description	Vendor	Description	Check No	Amount
			Vendor Subtotal for Dept:4002		-2.21
Dept:4002					
100-4002-5107-00	Contract Personnel	Soteria Training Services	Title 22Training for Lifeguard Sta	48502	1,800.00
			Vendor Subtotal for Dept:4002		1,800.00
Dept:4002					
100-4002-5107-00	Contract Personnel	Swim Fit LA	Swim Team instructor-SwimFit L	48527	4,092.00
			Vendor Subtotal for Dept:4002		4,092.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Yvonne Cheng	Instructor Fees - Get Your Stuff D	48471	45.00
			Vendor Subtotal for Dept:4006		45.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Rica Distor	Instructor Fees - Get Your Stuff D	48476	45.00
			Vendor Subtotal for Dept:4006		45.00
Dept:4006					
100-4006-5107-00	Contract Personnel	Andy Halkovich	Instructor Fees - Adult Softball U	48482	40.00
			Vendor Subtotal for Dept:4006		40.00
Dept:4006					
100-4006-6160-00	Operating Supplies	Fair-Play Trans-Lux	Repairs-Small Gym Scoreboard-S	48478	712.00
100-4006-6160-00	Operating Supplies	Fair-Play Trans-Lux	Repairs-Small Gym Scoreboard-S	48478	12.89
			Vendor Subtotal for Dept:4006		724.89
Dept:4007					
100-4007-6160-00	Operating Supplies	Brian Shore	Point Dume After School Progran	48528	110.00
			Vendor Subtotal for Dept:4007		110.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:4008					
100-4008-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	4.20
			Vendor Subtotal for Dept:4008		4.20
Dept:4008					
100-4008-5107-00	Contract Personnel	Marsha Cooper	Senior instructor-M Cooper-Stret	48512	720.00
			Vendor Subtotal for Dept:4008		720.00
Dept:4008					
100-4008-5107-00	Contract Personnel	Laura DeMieri Fercano	Senior instructor-L Fercano-Choi	48513	235.20
			Vendor Subtotal for Dept:4008		235.20
Dept:4008					
100-4008-5107-00	Contract Personnel	Ann Monahan	Senior instructor-A Monahan-Aer	48519	140.00
			Vendor Subtotal for Dept:4008		140.00
Dept:4008					
100-4008-5107-00	Contract Personnel	TriYoga International	Senior instructor-TriYoga-Chair/	48529	200.00
			Vendor Subtotal for Dept:4008		200.00
Dept:4008					
100-4008-6160-00	Operating Supplies	Rebecca Ramos	Reimburse supplies for senior lun	48521	51.75
			Vendor Subtotal for Dept:4008		51.75
Dept:4010					
100-4010-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	9.15
			Vendor Subtotal for Dept:4010		9.15
Dept:4010					
100-4010-5100-00	Professional Services	SWAG Corporation	FY 16-17 Trancas Park Security S	48480	830.00

Account Number	description	Vendor	Description	Check No	Amount
100-4010-5100-00	Professional Services	SWAG Corporation	Las Flores Creek Park Patrol Serv	48480	830.00
100-4010-5100-00	Professional Services	SWAG Corporation	Park Lock Up Services	48480	830.00
			Vendor Subtotal for Dept:4010		2,490.00
Dept:4010					
100-4010-5100-00	Professional Services	Xanadu Service System	Janitorial Services-Aug '	48504	2,250.00
			Vendor Subtotal for Dept:4010		2,250.00
Dept:4010					
100-4010-5722-00	Electricity	Southern California Edison Company	Parks/Recs-Jul/Aug'16	48522	1,853.43
100-4010-5722-00	Electricity	Southern California Edison Company	PCH Median-Jul/Aug'16	48522	49.95
100-4010-5722-00	Electricity	Southern California Edison Company	Rambla Pacifico-Jul/Aug'16	48522	49.80
			Vendor Subtotal for Dept:4010		1,953.18
Dept:4011					
100-4011-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	6.23
			Vendor Subtotal for Dept:4011		6.23
Dept:4011					
100-4011-6160-00	Operating Supplies	SMMUSD	Facility Rental-Pt. Dume Marine	48500	345.00
			Vendor Subtotal for Dept:4011		345.00
Dept:4011					
100-4011-6160-00	Operating Supplies	Brian Shore	Stargazing event banner	48528	110.00
			Vendor Subtotal for Dept:4011		110.00
Dept:7001					
100-7001-5104-00	Lobbyist Services	California Strategies & Advocacy LL	Lobbying Services - Aug '16	48470	12,500.00
			Vendor Subtotal for Dept:7001		12,500.00

Account Number	description	Vendor	Description	Check No	Amount
Dept:7001					
100-7001-5721-00	Telephone - Cellular Data	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	20.04
			Vendor Subtotal for Dept:7001		20.04
Dept:7002					
100-7002-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	11.27
			Vendor Subtotal for Dept:7002		11.27
Dept:7002					
100-7002-5100-00	Professional Services	Affiliated Communications LLC dba	Jul '16 Water Hotline-ACI	48465	108.95
100-7002-5100-00	Professional Services	Affiliated Communications LLC dba	Aug '16 Water Hotline-ACI	48465	110.07
			Vendor Subtotal for Dept:7002		219.02
Dept:7003					
100-7003-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	20.74
			Vendor Subtotal for Dept:7003		20.74
Dept:7003					
100-7003-5105-00	Grant Consultant	Barbara A. Cameron	Grant Consulting Services-Aug'1(	48509	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-Aug'1	48509	123.46
			Vendor Subtotal for Dept:7003		123.46
Dept:7003					
100-7003-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	28.21
			Vendor Subtotal for Dept:7003		28.21

Account Number	description	Vendor	Description	Check No	Amount
Dept:7007					
100-7007-4203-00	Vision Insurance	Blue Shield of California	PR 25.08.2016 Vision Care - Pop	48453	25.03
			Vendor Subtotal for Dept:7007		25.03
Dept:7007					
100-7007-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	6.31
			Vendor Subtotal for Dept:7007		6.31
Dept:7007					
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Pettijohn - WE 08/19/16 - 39.5 ho	48464	1,066.50
100-7007-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-CC-Kelsey P-WE	48506	1,066.50
			Vendor Subtotal for Dept:7007		2,133.00
Dept:7021					
100-7021-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	5.59
			Vendor Subtotal for Dept:7021		5.59
Dept:7021					
100-7021-5721-00	Telephone	Verizon Wireless Services LLC	WiFi Hot Spot-EOC-Sep '16	48530	33.41
			Vendor Subtotal for Dept:7021		33.41
Dept:7031					
100-7031-5640-00	Equipment Maintenance	Southern California Edison Company	Tier-Jul/Aug'16	48522	266.34
			Vendor Subtotal for Dept:7031		266.34
Dept:7031					
100-7031-7800-00	Public Safety Equipment	Verizon Wireless Services LLC	WiFi Hot Spot-VOP-Sep '16	48530	66.83

Account Number	description	Vendor	Description	Check No	Amount
			Vendor Subtotal for Dept:7031		66.83
Dept:7054					
100-7054-4202-00	Health Insurance	CalPERS Health	PR 25.08.2016 Health Insurance -	48459	-1,556.75
			Vendor Subtotal for Dept:7054		-1,556.75
Dept:7054					
100-7054-4203-00	Vision Insurance	Blue Shield of California	PR 25.08.2016 Vision Care - Sogl	48453	25.03
			Vendor Subtotal for Dept:7054		25.03
Dept:7054					
100-7054-4204-00	Dental Insurance	Delta Dental of California	PR 25.08.2016 Dental Insurance -	48454	166.06
			Vendor Subtotal for Dept:7054		166.06
Dept:7054					
100-7054-4205-00	Life Insurance	Standard Insurance Company N2	PR 25.08.2016 Life Insurance - S	48461	22.76
			Vendor Subtotal for Dept:7054		22.76
Dept:7054					
100-7054-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	86.58
			Vendor Subtotal for Dept:7054		86.58
Dept:7054					
100-7054-5100-00	Professional Services	CalPERS	GASB-68 Reports & Schedules	48469	1,300.00
			Vendor Subtotal for Dept:7054		1,300.00
Dept:7054					
100-7054-5100-00	Professional Services	Governmental Financial Service	FY 15/16 GL Closing-Aug '16	48515	1,860.00

Account Number	description	Vendor	Description	Check No	Amount
			Vendor Subtotal for Dept:7054		1,860.00
Dept:7054					
100-7054-5100-01	City Treasurer	Peter Lippman	City Treasurer-Aug '16	48489	296.48
			Vendor Subtotal for Dept:7054		296.48
Dept:7054					
100-7054-5117-00	Film Permit Consultant	Solid Waste Solutions, Inc.	Film Permits-Aug'16	48526	29,399.99
			Vendor Subtotal for Dept:7054		29,399.99
Dept:7058					
100-7058-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	5.42
			Vendor Subtotal for Dept:7058		5.42
Dept:7058					
100-7058-5320-00	Recruitment Expense	Douglas Cleavenger	Reimburse-Code Enforcement int	48510	86.12
			Vendor Subtotal for Dept:7058		86.12
Dept:7058					
100-7058-5320-00	Recruitment Expense	Laboratory Corp. of America	PreEmployment Physical Lab Tes	48516	59.00
			Vendor Subtotal for Dept:7058		59.00
Dept:7058					
100-7058-6160-00	Operating Supplies	Joy Alison Wilburn	Yoga instructor-Wilburn-Jul/Aug	48532	400.00
			Vendor Subtotal for Dept:7058		400.00
Dept:7059					
100-7059-4201-00	Retirement	CalPERS Retirement	PR 25.08.2016 PERS ERShare - I	48460	-0.01
100-7059-4201-00	Retirement	CalPERS Retirement	PR 08.09.2016 PERS ERShare - I	48537	-0.01

Account Number	description	Vendor	Description	Check No	Amount
			Vendor Subtotal for Dept:7059		-0.02
Dept:7059					
100-7059-4205-00	Life Insurance	Standard Insurance Company N2	PR 25.08.2016 Life Insurance - R	48461	-0.02
			Vendor Subtotal for Dept:7059		-0.02
Dept:7059					
100-7059-4209-00	Disability Insurance	Standard Insurance Company N2	PR 25.08.2016 STD/LTD - Rounc	48461	0.02
100-7059-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	5.61
			Vendor Subtotal for Dept:7059		5.63
Dept:7059					
100-7059-4212-00	Retiree Health Insurance	CalPERS Health	PR 25.08.2016 Health Insurance -	48459	13,177.57
			Vendor Subtotal for Dept:7059		13,177.57
Dept:7059					
100-7059-5210-00	Service Fees & Charges	CalPERS Health	PR 25.08.2016 Health Insurance -	48459	249.03
			Vendor Subtotal for Dept:7059		249.03
Dept:7059					
100-7059-5405-00	Printing	CR PRINT	Talent/Sek/Allen - Business Card	48474	130.62
			Vendor Subtotal for Dept:7059		130.62
Dept:7059					
100-7059-5800-00	Equipment Leases	Xerox Corporation	Copier Lease-D110-BG0-968974·	48505	1,046.22
			Vendor Subtotal for Dept:7059		1,046.22

Account Number	description	Vendor	Description	Check No	Amount
			Subtotal for Fund: 100		165,899.17
Fund: 101					
Dept:0000					
101-0000-3412-00	Geo Soils Engineering Fees	Dan Sandel	Refund Application Fees-7160 Dı	48499	403.00
			Vendor Subtotal for Dept:0000		403.00
Dept:0000					
101-0000-3421-00	Planning Review Fees	Dan Sandel	Refund Application Fees-7160 Dı	48499	226.50
			Vendor Subtotal for Dept:0000		226.50
Dept:2001					
101-2001-4201-01	Retirement - ER Share	CalPERS Retirement	PR 08.09.2016 PEPRA ERShare -	48537	84.44
			Vendor Subtotal for Dept:2001		84.44
Dept:2001					
101-2001-4202-00	Health Insurance	CalPERS Health	PR 25.08.2016 Health Insurance -	48459	-1,413.96
			Vendor Subtotal for Dept:2001		-1,413.96
Dept:2001					
101-2001-4203-00	Vision Insurance	Blue Shield of California	PR 25.08.2016 Vision Care - Sek	48453	-25.03
			Vendor Subtotal for Dept:2001		-25.03
Dept:2001					
101-2001-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	75.93
			Vendor Subtotal for Dept:2001		75.93
Dept:2001					

Account Number	description	Vendor	Description	Check No	Amount
101-2001-5100-01	Coastal Dev. Permit Services	Compliance Biology, Inc.	City Biologist-Aug'16	48511	7,125.00
			Vendor Subtotal for Dept:2001		7,125.00
Dept:2001					
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Arndt - WE 08/19/16 - 32.0 hrs.	48464	808.96
101-2001-5107-00	Contract Personnel	OfficeTeam A Robert Half Company	Temp Staffing-Plan-Caleb A-WE	48506	1,011.20
			Vendor Subtotal for Dept:2001		1,820.16
Dept:2001					
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA C(	CEQA Filing-6075 Murphy Way	48485	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA C(	CEQA Filing-6638 Wildlife Rd.	48486	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA C(	CEQA Filing-29201 Larkspur Ln.	48487	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA C(	CEQA Filing-28981 Cliffside Dr.	48488	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA C(	CEQA Filing-6015 Murphy Way	48517	75.00
101-2001-5210-00	Service Fees & Charges	LA County Registrar-Recorder LA C(	CEQA Filing-Citywide Project-M	48518	75.00
			Vendor Subtotal for Dept:2001		450.00
Dept:2001					
101-2001-5401-00	Advertising & Noticing	Malibu Times	Ads-Public Notices-08/18	48490	185.00
			Vendor Subtotal for Dept:2001		185.00
Dept:2001					
101-2001-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	30.21
			Vendor Subtotal for Dept:2001		30.21
Dept:2004					
101-2004-4203-00	Vision Insurance	Blue Shield of California	PR 25.08.2016 Vision Care - Shel	48453	50.06
			Vendor Subtotal for Dept:2004		50.06
Dept:2004					

Account Number	description	Vendor	Description	Check No	Amount
101-2004-4204-00	Dental Insurance	Delta Dental of California	PR 25.08.2016 Dental Insurance -	48454	332.12
			Vendor Subtotal for Dept:2004		332.12
Dept:2004					
101-2004-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	56.26
			Vendor Subtotal for Dept:2004		56.26
Dept:2004					
101-2004-5100-00	Professional Services	California Code Check, Inc	Jul '16 Plan Check Consult Svc	48468	42,103.04
			Vendor Subtotal for Dept:2004		42,103.04
Dept:2004					
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Jul '16 Env Health Counter Hours	48473	990.00
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Jul '16 Geology/Coastal Engineer	48473	3,750.00
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Jul '16 Coastal Engineering Revie	48473	4,300.00
101-2004-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Jul '16 Geotechnical Reviews	48473	19,375.00
			Vendor Subtotal for Dept:2004		28,415.00
Dept:2004					
101-2004-5100-00	Professional Services	Fugro Consultants, Inc.	Jul '16 Fixed Fee Reviews	48479	1,666.25
			Vendor Subtotal for Dept:2004		1,666.25
Dept:2004					
101-2004-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	76.13
			Vendor Subtotal for Dept:2004		76.13
Dept:2004					
101-2004-6130-00	Records Retention	Integrated Scanning of America	Scanning - ISA - Aug '16	48484	3,644.87
			Vendor Subtotal for Dept:2004		3,644.87

Account Number	description	Vendor	Description	Check No	Amount
Dept:2010					
101-2010-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	12.72
			Vendor Subtotal for Dept:2010		12.72
Dept:2010					
101-2010-5100-00	Professional Services	Cotton,Shires & Associates,Inc	Jul '16 Environmental Health Rev	48473	15,922.00
			Vendor Subtotal for Dept:2010		15,922.00
Dept:2010					
101-2010-5100-00	Professional Services	Questa Engineering Corp	LAMP Project-Jul '16-QUESTA	48496	945.00
			Vendor Subtotal for Dept:2010		945.00
Dept:2010					
101-2010-5721-00	Telephones	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	25.21
			Vendor Subtotal for Dept:2010		25.21
Dept:2012					
101-2012-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	4.79
			Vendor Subtotal for Dept:2012		4.79
Dept:2012					
101-2012-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	15.18
			Vendor Subtotal for Dept:2012		15.18
Dept:3003					
101-3003-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	4.23
101-3003-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	11.04
			Vendor Subtotal for Dept:3003		15.27

Account Number	description	Vendor	Description	Check No	Amount
Dept:3003					
101-3003-6160-00	Operating Supplies	Bay Foundation, The	Clean Bay Certified Window Clin	48467	202.21
			Vendor Subtotal for Dept:3003		202.21
			Subtotal for Fund: 101		102,447.36
Fund: 103					
Dept:9050					
103-9050-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	3.57
			Vendor Subtotal for Dept:9050		3.57
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Duthie Electrical Services	Auto Transfer Switch Repairs-8/2	48477	875.00
103-9050-5610-00	Facilities Maintenance	Duthie Electrical Services	Auto Transfer Switch Repairs-8/2	48477	875.00
			Vendor Subtotal for Dept:9050		1,750.00
Dept:9050					
103-9050-5610-00	Facilities Maintenance	Pacific Sanitation, Inc.	City Hall Septic Tank Pumping-0	48494	930.00
			Vendor Subtotal for Dept:9050		930.00
Dept:9050					
103-9050-5722-00	Electricity	Southern California Edison Company	City Hall-Jul/Aug'16	48522	13,905.32
			Vendor Subtotal for Dept:9050		13,905.32
			Subtotal for Fund: 103		16,588.89
Fund: 207					
Dept:3004					
207-3004-5100-00	Professional Services	PC Recycle LLC	Aug '16 Recycle Event - Lightbul	48495	419.60

Account Number	description	Vendor	Description	Check No	Amount
			Vendor Subtotal for Dept:3004		419.60
Dept:3004					
207-3004-5100-00	Professional Services	Solid Waste Solutions, Inc.	SWS Jul '16	48501	4,146.00
			Vendor Subtotal for Dept:3004		4,146.00
			Subtotal for Fund: 207		4,565.60
Fund: 290					
Dept:6002					
290-6002-5722-00	Electricity	Southern California Edison Company	Asmt Dist Big Rock-Jul/Aug'16	48522	1,999.02
290-6002-5722-00	Electricity	Southern California Edison Company	Big Rock Inland Pump-Jul/Aug'1	48522	148.68
			Vendor Subtotal for Dept:6002		2,147.70
			Subtotal for Fund: 290		2,147.70
Fund: 291					
Dept:6003					
291-6003-5722-00	Electricity	Southern California Edison Company	Asmt dst Malibu Rd-Jul/Aug'16	48522	205.44
			Vendor Subtotal for Dept:6003		205.44
			Subtotal for Fund: 291		205.44
Fund: 292					
Dept:6004					
292-6004-5722-00	Electricity	Southern California Edison Company	Asmt Dist Calle Del-Jul/Aug'16	48522	53.73
292-6004-5722-00	Electricity	Southern California Edison Company	Asmt Dist Rambla-Jul/Aug'16	48522	51.59
292-6004-5722-00	Electricity	Southern California Edison Company	Calle Del Barco-Jul/Aug'16	48522	48.43
			Vendor Subtotal for Dept:6004		153.75

Account Number	description	Vendor	Description	Check No	Amount
			Subtotal for Fund: 292		153.75
Fund: 310					
Dept:9049					
310-9049-5100-00	Professional Services	Banner Bank	Vido's 5% retention of Est. No.1-(	48466	29,495.98
			Vendor Subtotal for Dept:9049		29,495.98
Dept:9049					
310-9049-5100-00	Professional Services	Myers & Sons Construction, LP	Estimate No.1 CCWWTF Phase I	48491	1,128,081.72
			Vendor Subtotal for Dept:9049		1,128,081.72
Dept:9049					
310-9049-5100-00	Professional Services	Vido Artukovich & Son, Inc./Vidmar	95% of Estimate No. 1 - CCWW1	48503	560,423.60
			Vendor Subtotal for Dept:9049		560,423.60
			Subtotal for Fund: 310		1,718,001.30
Fund: 500					
Dept:7008					
500-7008-5722-00	Electricity	Southern California Edison Company	23661 PCH-Jul/Aug'16	48522	1,366.28
			Vendor Subtotal for Dept:7008		1,366.28
			Subtotal for Fund: 500		1,366.28
Fund: 601					
Dept:3005					
601-3005-5722-00	Electricity	Southern California Edison Company	Electric Car Charger-Jul/Aug'16	48522	900.93
			Vendor Subtotal for Dept:3005		900.93
Dept:3005					
601-3005-6330-00	Vehicle Repair & Maintenance	Vasudevan Naicker	Car Wash-City Vehicles-8/29/16	48492	175.00

Account Number	description	Vendor	Description	Check No	Amount
			Vendor Subtotal for Dept:3005		175.00
Dept:3005					
601-3005-6500-00	Motor Fuels	Chevron & Texaco Bus. Card Srv	Gasoline for the period of 7/28/16	48472	964.19
			Vendor Subtotal for Dept:3005		964.19
			Subtotal for Fund: 601		2,040.12
Fund: 602					
Dept:7060					
602-7060-4209-00	Disability Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	7.17
			Vendor Subtotal for Dept:7060		7.17
Dept:7060					
602-7060-5721-00	Telephone	Frontier California Inc	City Hall Fac Internet-8/28-9/27/1	48514	364.99
			Vendor Subtotal for Dept:7060		364.99
Dept:7060					
602-7060-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service 08/24-9/23/16	48530	201.66
602-7060-5721-00	Telephone	Verizon Wireless Services LLC	Cell Phone Service-Phone upgrad	48530	666.44
			Vendor Subtotal for Dept:7060		868.10
Dept:7060					
602-7060-7400-00	Computer Equipment	ViaWest Inc	Server Collocation-Phoenix-Sep '	48531	745.00
			Vendor Subtotal for Dept:7060		745.00
			Subtotal for Fund: 602		1,985.26
Fund: 710					

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
710-0000-2270-45	CCW Treatment Facility Phase I	Southern California Edison Company	CCWWTF-Aug'16	48522	1,818.67
			Vendor Subtotal for Dept:0000		1,818.67
Dept:0000					
710-0000-2271-24	Malibu Memorial Park & Chapel	Impact Sciences Inc	Malibu Memorial Park Project Ini	48483	220.00
			Vendor Subtotal for Dept:0000		220.00
			Subtotal for Fund: 710		2,038.67
Fund: 900					
Dept:0000					
900-0000-2022-00	Health Insurance	CalPERS Health	PR Batch 70025.08.2016 Health I	48459	23.78
900-0000-2022-00	Health Insurance	CalPERS Health	PR Batch 70025.08.2016 Health I	48459	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 70025.08.2016 Vision (	48453	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 70025.08.2016 Dental I	48454	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 70025.08.2016 Life Ins	48461	890.44
			Vendor Subtotal for Dept:0000		890.44

Account Number	description	Vendor	Description	Check No	Amount
Dept:0000					
900-0000-2025-01	Additional Life Insurance	Standard Insurance Company N2	PR Batch 70025.08.2016 Additioı	48462	218.83
900-0000-2025-01	Additional Life Insurance	Standard Insurance Company N2	PR 25.08.2016 Additional Life In	48462	98.76
			Vendor Subtotal for Dept:0000		317.59
Dept:0000					
900-0000-2026-00	STD/LTD	Standard Insurance Company N2	PR Batch 70011.08.2016 STD/LT	48461	1,873.71
900-0000-2026-00	STD/LTD	Standard Insurance Company N2	PR Batch 70025.08.2016 STD/LT	48461	1,961.36
			Vendor Subtotal for Dept:0000		3,835.07
Dept:0000					
900-0000-2027-00	Employee Assistance	Managed Health Network	PR Batch 70025.08.2016 Employ	48458	135.85
			Vendor Subtotal for Dept:0000		135.85
Dept:0000					
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70025.08.2016 PERS C	48460	118.80
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70025.08.2016 PERS E	48460	11,350.77
900-0000-2040-00	PERS Retirement	CalPERS Retirement	PR Batch 70008.09.2016 PERS E	48537	11,277.17
			Vendor Subtotal for Dept:0000		22,746.74
Dept:0000					
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70025.08.2016 PEPRA	48460	2,418.29
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70025.08.2016 PERS C	48460	162.21
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70025.08.2016 PERS E	48460	15,498.64
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70008.09.2016 PERS E	48537	15,398.11
900-0000-2040-01	PERS Retirement Prepaid	CalPERS Retirement	PR Batch 70008.09.2016 PEPRA	48537	2,334.83
			Vendor Subtotal for Dept:0000		35,812.08
Dept:0000					
900-0000-2040-02	PERS/PEPRA Retirement	CalPERS Retirement	PR Batch 70025.08.2016 PEPRA	48460	2,268.24
900-0000-2040-02	PERS/PEPRA Retirement	CalPERS Retirement	PR Batch 70008.09.2016 PEPRA	48537	2,269.15

Account Number	description	Vendor	Description	Check No	Amount
			Vendor Subtotal for Dept:0000		4,537.39
Dept:0000					
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70025.08.2016 PARS -	48463	930.35
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70025.08.2016 PARS -	48463	195.06
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70111.08.2016 PARS -	48463	20.62
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70111.08.2016 PARS -	48463	4.32
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70008.09.2016 PARS -	48538	737.80
900-0000-2041-00	PARS	U.S. Bank	PR Batch 70008.09.2016 PARS -	48538	154.73
			Vendor Subtotal for Dept:0000		2,042.88
Dept:0000					
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70025.08.2016 ICMA I	48455	986.54
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70025.08.2016 ICMA I	48455	11,234.34
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70025.08.2016 ER Con	48455	2,600.00
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70008.09.2016 ICMA I	48534	986.55
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70008.09.2016 ICMA I	48534	11,234.34
900-0000-2042-00	Deferred Compensation 457	ICMA Retirement Trust 457 - 303615	PR Batch 70008.09.2016 ER Con	48534	2,550.00
			Vendor Subtotal for Dept:0000		29,591.77
Dept:0000					
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR Batch 70025.08.2016 ICMA I	48455	455.91
900-0000-2042-01	ICMA Loan Program	ICMA Retirement Trust 457 - 303615	PR Batch 70008.09.2016 ICMA I	48534	455.91
			Vendor Subtotal for Dept:0000		911.82
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108658	PR Batch 70025.08.2016 ICMA -	48456	496.15
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108658	PR Batch 70008.09.2016 ICMA -	48535	496.15
			Vendor Subtotal for Dept:0000		992.30
Dept:0000					
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108650	PR Batch 70025.08.2016 ICMA -	48457	461.52
900-0000-2043-00	Deferred Compensation 401	ICMA 401-Plan # 108650	PR Batch 70008.09.2016 ICMA -	48536	576.90

Account Number	description	Vendor	Description	Check No	Amount
				Vendor Subtotal for Dept:0000	1,038.42
				Subtotal for Fund: 900	180,895.33
				Report Total:	2,198,334.87

City Council Meeting
09-26-16
Item
3.B.3.

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: September 8, 2016 Meeting date: September 26, 2016

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the August 22, 2016 Regular City Council meeting.

FISCAL IMPACT: None.

DISCUSSION: Staff has prepared draft minutes for the August 22, 2016 Regular City Council meeting. Staff hereby submits the minutes for Council's approval.

ATTACHMENTS: August 22, 2016 Regular City Council meeting

MINUTES
MALIBU CITY COUNCIL
REGULAR MEETING
AUGUST 22, 2016
COUNCIL CHAMBERS
6:30 P.M.

CALL TO ORDER

Mayor La Monte called the meeting to order at 6:33 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 Laura Rosenthal and John Sibert

ABSENT: Councilmember Joan House

ALSO PRESENT: Christi Hogin, City Attorney; Reva Feldman, City Manager; Lisa Soghor, Assistant City Manager; Heather Glaser, Acting City Clerk; Craig George, Environmental Sustainability Director; Bonnie Blue, Planning Director; Bob Brager, Public Works Director; Matt Myerhoff, Media Information Officer; and Amy Crittenden, Recreation Manager

PLEDGE OF ALLEGIANCE

Richard Robertson led the Pledge of Allegiance.

APPROVAL OF AGENDA

MOTION Councilmember Sibert moved and Councilmember Rosenthal seconded a motion to approve the agenda, adjourning in memory of Our Lady of Malibu Sister Brigid McGuigan. The motion carried 4-0, Councilmember House absent.

REPORT ON POSTING OF AGENDA

Acting City Clerk Glaser reported that the agenda for the meeting was properly posted on August 11, 2016.

ITEM 1 CEREMONIAL/PRESENTATIONS

A. Presentation of Proclamation Declaring September 2016 "SurfAid September"

Mikke Pearson thanked the Council, specifically Councilmember Rosenthal for initiating the official relationship between SurfAid and the City, and Mayor Pro Tem Peak for supporting the events.

Mayor La Monte presented the proclamation to Erin Miserlis, US Director of SurfAid International, and Mikke Pearson.

Erin Miserlis discussed the ways fundraising has benefited villages.

B. Presentation of Commendation to Mike Mulligan in Recognition of his California Coaches Association 2015-2016 Coach of the Year Award

Councilmember Rosenthal presented the commendation to Mr. Mulligan.

Mr. Mulligan thanked the community, his colleagues, and his students for their support.

Mayor Pro Tem Peak thanked Councilmember Rosenthal and Mr. Mulligan, his wife, as well as Walt Shirk and Steve Goldberg.

C. Staff Update on the Civic Center Wastewater Treatment Facility Project

Public Works Director Brager presented an update on the Civic Center Wastewater Treatment Facility (CCWTF) project.

In response to Councilmember Rosenthal, Public Works Director Brager stated the City was working with Webster Elementary School and Our Lady of Malibu School to minimize the impact to traffic during drop-off and pick-up times.

In response to Mayor La Monte, Public Works Director Brager stated construction would begin after the Labor Day weekend. City Manager Feldman clarified the lane closure was inside Bluffs Park.

ITEM 2.A. PUBLIC COMMENTS

Dave Rydman, Waterworks District 29, discussed conservation in July 2016. Councilmember Rosenthal stressed the importance of continuing to conserve water even though penalties had been lifted.

Harry Lang thanked Mr. Mulligan for all of his help.

Nathan Rucker-Jensen stated Mr. Mulligan was a wonderful coach and friend.

Chris Rucker stated Mr. Mulligan was a great guy.

Amanda Rucker thanked Mr. Mulligan for teaching good sportsmanship and teamwork.

Councilmember Rosenthal thanked Mr. Mulligan

Jacqueline Sutton discussed Steve Lopez and Big Rock Beach

Olga Robertson deferred her time to Richard Robertson

Sophia Tolkachova deferred her time to Richard Robertson.

Anthony Fantozzi deferred his time to Richard Robertson.

Michele Ziffren deferred her time to Richard Robertson

Claudia Cisneros deferred her time to Richard Robertson

Myrna Joy Anderson deferred her time to Richard Robertson

Robert Greene deferred his time to Richard Robertson.

Marcus Beck deferred his time to Richard Robertson.

Mitch and Joleen Julis deferred their time to Richard Robertson.

Russell Kern deferred his time to Richard Robertson.

Richard Robertson discussed the 42-inch high beach access gate at 24038 Malibu Road. He questioned the agency responsible for the height of the gate and stated it should be the same as the other gates on Malibu Road. He stated the public needed to be protected during the day, and the residents needed to be protected at night.

Jonathan Bass stated his property was being vandalized because the beach access gate at 24038 Malibu Road was not being locked at sunset.

Katie Romanovich and Cassidy Koch discussed the Imagine Fest event being held on September 25, 2016, at Paramount Ranch, benefiting Unlikely Heroes. They requested the support of Malibu and surrounding cities.

Mikke Pierson, on behalf of Malibu West Homeowners Association, thanked the Council for the purchase of Trancas Field. He thanked Mr. Mulligan for his dedication to the community.

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

City Manager Feldman congratulated SurfAid and Mr. Mulligan. She encouraged the community to sign up for e-notifications through the City's website. She stated the City and the Sherriff's Department had a plan to manage traffic over the Labor Day holiday. She discussed the history of the beach access 24038 Malibu

Road, and stated the Mountains Recreation and Conservation Authority (MRCA) was in compliance with the permit issued by the City. She stated all gates on Malibu Road were maintained by the MRCA.

In response to Councilmember Rosenthal, City Attorney Hogin stated the existing conditions of the permit could be enforced, but new conditions could not be imposed. In response to Councilmember Sibert, City Attorney Hogin stated City Manager Feldman could communicate with the MRCA regarding enforcement.

City Manager Feldman stated the Sheriff's Department would do additional patrols around 24038 Malibu Road to ensure the safety of residents.

ITEM 2.C. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Mayor Pro Tem Peak congratulated Mr. Mulligan and Mr. Pierson.

Councilmember Rosenthal thanked Mr. Pierson. She stated she attended the Malibu Area Conservation Coalition (MACC) meeting, a Malibu Unification Negotiations Committee meeting, and a Pacific Coast Highway (PCH) Task Force meeting. She announced a Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES) meeting on August 23, 2016, and an Advocates for Malibu Public Schools (AMPS) fundraiser at Malibu Lumberyard August 27, 2016. She thanked Ms. Romanovich and Ms. Koch. She stated there would be many community meetings regarding possible uses for Trancas Field. She announced the discussion "Your Voice, Your Library, Your Community," led by Los Angeles County Library Director Sky Patrick at the Topanga Library on August 27, 2016, and the next Library Speaker Series event on August 30, 2016.

Councilmember Sibert discussed sea level rise. He announced a Southern California Association of Governments (SCAG) Regional Council and Energy and Environment Committee meeting on September 1, 2016, regarding public transportation, highway construction, and stormwater.

Mayor La Monte stated he attended a PCH Task Force meeting, and met with a representative from the Los Angeles County Sheriff's Department and the West Valley Commander of the California Highway Patrol regarding patrol of PCH. He stated he also met with those agencies and the Los Angeles Police Department and Santa Monica Police Department regarding improvement of communication within the agencies. He stated he attended The Malibu Times Candidate Leadership workshop, a California Contract Cities Association (CCCA) Executive Board meeting regarding the liability trust fund and a CCCAC Board of Directors meeting, and a Los Angeles County Commission on Alcohol and Other Drugs meeting regarding sober living and rehabilitation facilities,

ITEM 3 CONSENT CALENDAR

Item No. 3.B.3. was pulled by the public and Mayor Pro Tem Peak.

MOTION Councilmember Sibert moved and Councilmember Rosenthal moved to approve the consent calendar, with the exception of Item No. 3.B.3. The motion carried 4-0, Councilmember House.

The Consent Calendar consisted of the following items:

A. Previously Discussed Items

1. Second Reading and Adoption of Ordinance No. 408
Recommended Action: Conduct second reading, unless waived, and adopt Ordinance No. 408 amending Chapter 10.08 of the Malibu Municipal Code to establish speed limits on City streets.

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 48191-48303 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. 578 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $522,279.20. City of Malibu payroll check numbers 4688-4691 and ACH deposits were issued in the amount of $169,887.69.

4. Professional Services Agreement with Stone Environmental, Inc.
Recommended Action: 1) Authorize the City Manager to execute a Professional Services Agreement with Stone Environmental, Inc. to provide consulting services for updates and enhancements to the City's Integrated Wastewater Information Management System; and 2) Appropriate $163,000 from the General Fund Undesignated Reserve to Account No. 101-2010-5100 (Wastewater Management Professional Services).

5. Professional Services Agreement with Fugro Consultants, Inc.
Recommended Action: Authorize the City Manager to execute a Professional Services Agreement with Fugro Consultants, Inc. for maintenance and monitoring services for the Big Rock Mesa, Malibu Road, and Calle Del Barco Landslide Assessment Districts.

6. Professional Services Agreement with Swag Corporation
Recommended Action: Authorize the City Manager to execute a Professional Services Agreement with Swag Corporation, a California Corporation doing business as Gates Security, to clear and secure Trancas

Canyon Park, Equestrian Park and Las Flores Creek Park daily at sunset.

The following item was pulled for individual consideration:

3. Amendment to Agreement with Malibu Yellow Cab for Dial-A-Ride Services
Recommended Action: 1) Authorize the City Manager to execute Amendment No. 2 to the Agreement with Malibu Yellow Cab, modifying the Scope of Services for the Dial-A-Ride (DAR) program; and 2) Adopt revised City Council Policy #42, DAR Program, to amend the program hours and use restrictions.

Ryan Embree discussed the age of the Malibu Yellow Cab fleet.

Mayor Pro Tem Peak expressed concern for outdated safety features and excessive gas usage of the Malibu Yellow Cab vehicles providing service within the City.

CONSENSUS

By consensus the Council referred back to staff Amendment to the Agreement with Malibu Yellow Cab for Dial-A-Ride Services to request fleet upgrades for safety and mileage.

ITEM 4 ORDINANCES AND PUBLIC HEARINGS

A. Amendments to Malibu Municipal Code Chapter 5.34 (Special Events)
Recommended Action: 1) After the City Attorney reads the title of the ordinance, introduce on first reading Ordinance No. 409 (Attachment 1), determining the project is categorically exempt from the California Environmental Quality Act (CEQA) and amending Malibu Municipal Code (MMC) Chapter 5.34 (Special Events); and 2) Direct staff to schedule second reading and adoption of Ordinance No. 409 for the September 13, 2016 Regular City Council meeting.

Planning Director Blue presented the staff report.

Councilmember Sibert stated the notice needed to be easily seen.

Mayor La Monte expressed concern for neighbors not having enough advanced notice.

Councilmember Rosenthal indicated support for the staff recommendation.

Councilmember Sibert discussed educating the community on their noticing obligation.

Mayor Pro Tem Peak discussed educating the community about noticing obligations through the Parks and Recreation quarterly newsletter. In response to Mayor Pro Tem Peak, Planning Director Blue stated the information could be a staple of every issue.

MOTION Mayor Pro Tem Peak moved and Mayor La Monte seconded a motion to: 1) introduce on first reading Ordinance No. 409, determining the project is categorically exempt from the California Environmental Quality Act (CEQA) and amending Malibu Municipal Code (MMC) Chapter 5.34 (Special Events); and 2) Direct staff to schedule second reading and adoption of Ordinance No. 409 for the September 13, 2016 Regular City Council meeting. The motion carried 4-0, Councilmember House absent.

ITEM 5 OLD BUSINESS

None.

ITEM 6 NEW BUSINESS

A. Power Purchase Agreement with PFMG Solar
Recommended Action: Consider the terms of the Power Purchase Agreement (PPA) with PFMG Solar for the installation of solar carports at City Hall, and 1) Authorize the City Manager to execute the PPA with PFMG Solar or direct staff bring back to Council an agreement to purchase a solar carport system from Borrego Solar; or 2) Recommend that no solar power system be installed on City Hall property.

Environmental Sustainability Director George presented the staff report.

Ryan Embree questioned the average daily kilowatt usage of the City.

City Attorney Hogin stated negotiations with PFMG Solar had been paused and that the PPA was not ready to be executed as it was presented to the Council.

Councilmember Sibert indicated opposition to the PPA.

Mayor Pro Tem Peak indicated opposition to the PPA. He stated long-term benefit to the City was in purchasing a solar power system outright.

Councilmember Rosenthal indicated support for purchasing a solar power system outright at a later date. In response to Councilmember Rosenthal, Environmental Sustainability Director George stated a purchased solar power system would have a warrantee for production. He discussed the addition of charging stations.

Mayor La Monte expressed concern for purchasing a solar power system in Fiscal Year 2016-2017.

City Manager Feldman stated there was funding in the budget for electric vehicle chargers to be installed at City Hall and was working with Public Works on moving that forward. She advised the Council to consider funding the purchase of a solar power system in Fiscal Year 2017-2018.

Councilmember Rosenthal suggested reconsidering the matter at the mid-year budget review point.

City Manager Feldman stated she would look at grant opportunities and receive an updated quote from Borrego Solar.

CONSENSUS

By consensus the Council directed the City Manager to bring back with the mid-year budget review grant opportunities and an updated quote from Borrego Solar for the purchase of a solar carport system.

ITEM 7 COUNCIL ITEMS

A. Ban on All Expanded Polystyrene Products (Mayor Pro Tem Peak)
Recommended Action: At the request of Mayor Pro Tem Peak, consider directing staff to bring back an ordinance to amend Malibu Municipal Code (MMC) Chapter 9.24 to: 1) Remove the exemption for polystyrene coolers and ice chests; 2) Expand the ban to all expanded polystyrene products, including food storage and serving products, packaging and shipping materials; and 3) Make the ban applicable to all businesses, organizations and individuals in the City of Malibu.

Jonathan Bass discussed the possibility of his donating a recycling machine for polystyrene to the City.

Staley Prom, Surfrider Foundation, encouraged the City to expand its polystyrene ordinance.

Mayor Pro Tem Peak presented the item.

Councilmember Sibert indicated support for limiting the amount of expanded polystyrene (EPS) in the City, but stated Waste Management needed to handle recycling of EPS.

Mr. Bass discussed paper recycling. He stated banning EPS was not a cost-effective solution for other communities.

Mayor Pro Tem Peak discussed EPS collection and Waste Management.

Councilmember Rosenthal questioned the ability to enforce EPS use by individuals.

Mayor Pro Tem Peak stated community education was important.

Ms. Prom discussed ordinances enacted by other communities.

CONSENSUS

By consensus the Council directed staff to research ordinances banning expanded polystyrene products and bring the results back to Council within one month.

Councilmember Sibert stated EPS coolers were brought to the beach where they would break up.

ADJOURNMENT

At 9:09 p.m. Mayor La Monte adjourned the meeting in memory of Our Lady of Malibu Sister Brigid McGuigan.

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

_____
LOU LA MONTE, Mayor

ATTEST:

_____
HEATHER GLASER, City Clerk
(seal)

City Council Meeting
09-26-16
Item
3.B.4.

Council Agenda Report

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

Prepared by: Kristin Riesgo, Recreation Manager

Approved by: Reva Feldman, City Manager

Date prepared: September 6, 2016 Meeting date: September 26, 2016

Subject: Legacy Park Deferred Maintenance

RECOMMENDED ACTION: Authorize the appropriation of $9,300 from the Legacy Park Fund to Legacy Park Operations – Park Maintenance (Account No. 500-7008-5130) for deferred maintenance in the park.

FISCAL IMPACT: Funding for this additional deferred maintenance was not included in the Adopted Budget for Fiscal Year (FY) 2016-2017. An appropriation of $9,300 from the Legacy Park Fund to Legacy Park Operations – Park Maintenance (Account No. 500-7008-5130) is necessary to complete the maintenance work requested. The projected Legacy Park Fund Reserve at June 30, 2017 is $753,000.

DISCUSSION: The FY 2016-2017 Adopted Budget included $35,000 for sanding, painting and sealing of the arbors, the wooden seats on the benches, and the bridge in Legacy Park. The maintenance work includes sanding, painting, and sealing the metal on the park benches at an additional cost of $9,300, which was not included in the FY 2016-2017 Budget.

On September 6, 2016, the Administration and Finance Subcommittee recommended the Council approve the appropriation of $9,300 from the Legacy Park Fund to Legacy Park Operations – Park Maintenance (Account No. 500-7008-5130) so all fixtures in the park will be upgraded and appropriately maintained.

ATTACHMENTS: None.

City Council Meeting
09-26-16
Item 3.B.5.

Council Agenda Report

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

Prepared by: Brad Davis, Emergency Services Coordinator

Approved by: Reva Feldman, City Manager

Date prepared: September 6, 2016 Meeting date: September 26, 2016

Subject: Emergency Supplies and Equipment

RECOMMENDED ACTION: Authorize the appropriation of $22,000 from the General Fund Undesignated Reserve to Emergency Preparedness Operating Supplies (Account No. 100-7021-6160) to fund the replacement of stolen and expired emergency supplies, replace and upgrade outdated automated external defibrillators (AEDs), and replace the City's satellite communication system.

FISCAL IMPACT: Funding of $2,500 for routine maintenance and renewal of emergency supplies was included in the Adopted Budget for Fiscal Year 2016-2017 in Emergency Preparedness Operating Supplies (Account No. 100-7021-6160). An appropriation of $22,000 from the General Fund Undesignated Reserve is required to provide funding to replace stolen items, replenish expired and outdated supplies, and upgrade old equipment. The projected General Fund Undesignated Reserve at June 30, 2017, is $23.3 million.

DISCUSSION: On July 27, 2016, staff was notified that the emergency supply bin located at Las Flores Creek Park had been compromised. Upon investigation, it was found that a large number of the stocked supplies had been stolen. The Sheriff's Department was called to take a report and it was determined that materials valued at approximately $3,000 had been taken.

In order to ensure the City will be able to provide necessary support for its residents in the event of an emergency, the stolen supplies must be replaced as quickly as possible. Staff would also like to take this opportunity to replace some supplies in emergency bins throughout the City, including water, food, batteries and other equipment, that have expired or will soon reach their usable shelf life. The estimated cost to replace the stolen and expired supplies is approximately $7,500.

In addition, the City currently has five AEDs in service for use in a cardiac arrest emergency. Three AEDs are located at City Hall, and one each in the Landon Center at Bluffs Park and at the community pool at Malibu High School. Staff was recently notified by the AED manufacturer that the units, which were manufactured in 2004, purchased in 2007 and are today in working order, are out of warranty and are no longer supported by the manufacturer for parts or repairs. Staff found a newer model AED available from a Westlake Village supplier at a lower price than the current equipment. The City of Calabasas recently purchased five of the same model AED and is very pleased with the units.

The City was also recently informed that its emergency satellite communications system, which has been in place since 2005, will be discontinued at the end of August 2016. The existing satellite dish is affixed to the roof of City Hall, making it problematic to adjust or re-aim after an earthquake and impossible to relocate should emergency operations move to an alternate location. The current charge for this system's satellite service is $2,868 per year. The supplier has proposed to keep the old dish in place on the roof, but point it at a different satellite, since the current satellite will no longer be available. The cost for service would increase to $6,108 per year, more than double what the City currently pays. Staff has identified an alternative satellite device that is completely portable and would cost approximately $7,000 to purchase and activate (Attachment 3). Satellite service to the new system would be approximately $845 per year, less than half of what it currently costs to run the old system and a fraction of what was quoted for new service on the old, permanently fixed equipment. Several other cities, including Hidden Hills and Calabasas, have replaced older systems with this newer, portable device and are very pleased with the product.

On September 6, 2016, the Administration and Finance Subcommittee recommended the Council appropriate $22,000 to restock stolen and expired emergency supplies, and replace five outdated AEDs and the City's satellite communication system with newer model equipment.

ATTACHMENTS:

1. Summary of emergency supplies for replacement
2. AED quotation from Superior AED
3. Satellite system quotation from Mackay Communications, Inc.

City of Malibu
MEMORANDUM

To:	Reva Feldman, City Manager
From:	Brad Davis, Emergency Services Coordinator
Subject:	Restocking Emergency Supplies
Date:	8/2/2016

Costs to re-stock expired, lost or needed emergency supplies for our neighborhood containers:

Replacement of stolen supplies, Including generator and detailed equipment and supplies:

(as listed)	2,995
Water and MRE food:	3,600
Flashlights:	300
Solar kit:	230
Power strips:	200
Total:	$7,325

ATTACHMENT 1

SHERIFF'S REPORT – MISSING ITEMS

HONDA 2000i Generator		960.00
Megaphone		170.00
4 Halogen bulbs		10.00
Outdoor extension cord 25'		15.00
Flash lights D size (30)		45.00
Lanterns (7)		119.00
Batteries D size (41)		40.00
AAA Batteries		16.00
Light sticks (60)		90.00
Caution tape (2 rolls)		10.00
Duct tape (2 rolls)		13.00
Hard hats (6)		36.00
Whistles (6)		12.00
Work gloves (6)		9.00
Safety vests (52)		338.00
Disposable blankets fabric (21)		200.00
Ponchos (50)		50.00
Gas can metal		20.00
Twin halogen lamps (2)		100.00
Pop-up tents (2)		400.00
Tool box and tools		100.00
Whiteboard		140.00
Clear plastic bins (10)		80.00
Toilet paper (24)		22.00
	TOTAL	**2995.00**

City of Malibu
MEMORANDUM

To:	Reva Feldman, City Manager
From:	Brad Davis, Emergency Services Coordinator
Subject:	Automated External Defibrillators (AEDs)
Date:	August 1, 2016

Reva, the City currently has five AEDSs in-service for use in a cardiac arrest emergency. They are located at City Hall (3), Bluffs Park Landon Center (1) and at the pool at the High School (1). The AEDs have been here since 2007 but were originally manufactured in 2004.

We have been notified by the manufacturer that the units are now out of warranty and the manufacturer is no longer supporting the devices with repairs or parts, including batteries and pads. Currently the devices are all in good working order, but it is time to buy new AEDs.

Looking at what is on the market I have found an AED unit which suits our needs perfectly, and is a great deal cheaper than the offerings from the manufacturer we currently are using. The City of Calabasas recently purchased five of the same model for a great price and are very pleased with them. The City of Malibu has been offered the same deal.

The manufacturer also has an excellent medical oversight program, which I highly recommend we take advantage of. Details of this program are included on the attached estimate.

The authorized vendor is located in Westlake Village and would be pleased to come in to answer any questions if needed. They are also prepared to offer a preliminary staff training in the use of the devices once purchased. Let me know if you have any questions.
Thanks.

Brad

ATTACHMENT 2

SUPERIORAED

2629 Townsgate Rd., Ste 235W
Westlake Village, CA 91361

Estimate

Date	Estimate #
7/27/2016	8198

Name / Address
City of Malibu Brad Davis 23825 Stuart Ranch Rd. Malibu, CA 90265

Item	Description	Qty	Regular Price	Cost	Total
HeartSine Sam...	HeartSine Samaritan PAD (350P) + Semi Automatic AED + 10 Year Manufacturer Warranty + 1 Adult PAD-PAK battery/electrodes cartridge + Semi-Rigid Carry Case + HeartSine Set-Up and Maintain DVD + HeartSine Saver EVO Software + AED First responder Rescue Kit + AED Inspection Tag + AED Window Decal + AED Physician Prescription + Free ground shipping	5	1175.00	865.00	4,325.00T
HeartSine Sam...	HeartSine PAD Training System with Remote - TRN-350-1	1	420.00	410.00	410.00T
Medical Oversi...	1 Year AED Medical Oversight & Direction * Initial Physician's Prescription * Local EMS/PSAP Notification * Policies & Procedures Manual * Monthly Readiness Check Email with Late Alert Notifications * Recall Alerts * Track Employees' CPR Recertification Dates * Support Ticket for Inspection Issues/AED Event Notification * Monitor Expiration Dates of Battery & Pads with email reminders * Ongoing Medical Direction Under a Licensed Physician * In Event of Usage: * Customer Support Phone Number/Online Support Ticket * Shipping of Loaner AED * Return Labels to Ship Used AED for Data Download * Data Download * Review of Data by Licensed Physician * AED Usage Report	5	150.00	99.00	495.00

Thank you for considering Superior AED

Subtotal	
Sales Tax (9.0%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-559-9233	805-375-3064	amy@superioraed.com	www.superioraed.com

SUPERIORAED

2629 Townsgate Rd., Ste 235W
Westlake Village, CA 91361

Estimate

Date	Estimate #
7/27/2016	8198

Name / Address
City of Malibu Brad Davis 23825 Stuart Ranch Rd. Malibu, CA 90265

Item	Description	Qty	Regular Price	Cost	Total
	Terms: NET30 by check or electronic funds transfer (no credit card)				

Thank you for considering Superior AED

Subtotal	$5,230.00
Sales Tax (9.0%)	$426.15
Total	$5,656.15

Phone #	Fax #	E-mail	Web Site
866-559-9233	805-375-3064	amy@superioraed.com	www.superioraed.com

Mackay Communications, Inc.
3691 Trust Drive
Raleigh, NC 27616-2955

+1 919 850 3100 (phone)
+1 919 954 1707 (fax)

QUOTATION

Quote No. SOO4032941
Customer ID

Seller: LANDTISER

BILL TO:	SHIP TO:
City of Malibu Brad Davis 23825 Stuart Ranch Road Malibu, CA 90265 Phone: 310-456-2489	City of Malibu Brad Davis 23825 Stuart Ranch Road Malibu, CA 90265 Phone: 310-456-2489

Notes:

ORDERED BY	PO / RFQ #	SHIP VIA	QUOTED BY
Brad Davis		FEDEX GROUND	Robert Landtiser Email: robert.landtiser@MackayComm.com

QUOTE DATE	EXPIRATION DATE	TERMS	F.O.B. POINT
8/10/2016	10/9/2016	COD,CC, Cash	Origin

PART NUMBER & DESCRIPTION		QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
403720B-00500	Explorer 710 Terminal	1.00	EA	5,395.00	5,395.00

Notes: Explorer 710 Terminal
Included in package:
EXPLORER 710 Satellite Terminal with removable antenna
- EXPLORER 710 Transceiver
- EXPLORER 710 Antenna
- EXPLORER 710 Softshell Case (403720B-050)
- Short Antenna Cable
- Ethernet Cable
- Rechargeable Lithium Ion battery
- 100-240V AC/DC Power Supply
- Quick Start Guide

DEPOSIT	Deposit (prepayment)	1.00	EA	844.56	844.56

Notes: BGAN Standard Allowance plan includes 5MB of data per month. Monthly cost is $69.00 plus a 2% Regulatory fee of $1.38. Total monthly cost is $70.38. Annual total of $844.56.
Any amount of Data over 5MB/month: $6.30 per MB

Voice Service:
From BGAN to any Terrestrial destination: $0.93 per minute
From BGAN to BGAN/FBB/GSPS: $0.78 per minute
From BGAN to Cellular: $1.04 per minute
Text Messages (SMS): $0.36 per message

ACTIVATION FEE	Satellite Services Activation Fee	1.00	EA	50.00	50.00

Notes: $50, One time activation fee.

TAX CA -LA	California state sales tax- LA 9.00%	1.00	EA	485.55	485.55

Notes: 9% California Sales Tax on hardware.

FRT	Freight billed to Customer	1.00	EA	80.00	80.00

Notes: FedEx Ground estimated freight charges.

ATTACHMENT 3

Mackay Communications, Inc.
3691 Trust Drive
Raleigh, NC 27616-2955

+1 919 850 3100 (phone)
+1 919 954 1707 (fax)

QUOTATION

Quote No. SOO4032941
Customer ID

Seller: LANDTISER

BILL TO:	SHIP TO:
City of Malibu Brad Davis 23825 Stuart Ranch Road Malibu, CA 90265 Phone: 310-456-2489	City of Malibu Brad Davis 23825 Stuart Ranch Road Malibu, CA 90265 Phone: 310-456-2489

Item availability subject to change.

Shipping charges and tax may not be included in the quote. Shipping charges will be added unless a DHL, FedEx, or UPS account number is supplied. Applicable Sales Tax will be added unless a Tax Exempt Certificate is supplied.

Thank you for choosing Mackay!

Quote Expires In: 60 Days

DUNS: 16-149-5775

FIN: 56-1550100

TOTAL $ 6,855.11

Created By: RLANDTISER 8/10/2016

Currency in: US Dollar

City Council Meeting
09-26-16
Item
4.A.

Council Agenda Report

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

Prepared by: Jasch Janowicz, Contract Planner

Reviewed by: Bonnie Blue, AICP, Planning Director

Approved by: Reva Feldman, City Manager

Date prepared: September 16, 2016 Meeting Date: September 26, 2016

Subject: Appeal No. 16-004 and 005 - Appeal of Planning Commission Resolution No. 16-17

Appellant:	Richard Sperber
Appellant:	Chris and Christy Farrar
Applicant:	Richard Sperber
Property Owner:	Wildlife II, LLC
Appeals Filed:	August 11, 2016
Application Filed:	July 11, 2016
Location:	6847 Wildlife Road, within the appealable coastal zone
APN:	4466-006-017
Zoning:	Rural Residential - One Acre (RR-1)

RECOMMENDED ACTION: Adopt Resolution No. 16-43, determining the project is categorically exempt from the California Environmental Quality Act, and denying Appeal No. 16-004 and 16-005 and approving Coastal Development Permit Amendment No. 16-006 with modified conditions of approval amending Coastal Development Permit No. 14-024, Site Plan Review No. 14-018, and Minor Modification No. 14-016 to increase the front yard setback, revise the grading design and configuration of the pool and backyard amenities, and make other modifications for construction of a new, 6,632 square-foot, two-story, single-family residence, a 628 square-foot attached garage, a 999 square-foot basement, pool, landscaping, retaining walls and fencing, grading, various hardscape, 36 square feet of covered porches projecting more than six feet, and an alternative onsite wastewater treatment system, including an 18 percent rather than 40 percent minor modification of the front yard setback, and a site plan review for height in excess of 18 feet, up to 28 feet for a pitched roof in the Rural Residential-One Acre zoning district located at 6847 Wildlife Road.

DISCUSSION: This item will be distributed under separate cover.

City Council Meeting
09-26-16
Item
4.A.

Supplemental Council Agenda Report

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

Prepared by: Jasch Janowicz, Contract Planner

Reviewed by: Bonnie Blue, AICP, Planning Director

Approved by: Reva Feldman, City Manager

Date prepared: September 19, 2016 Meeting Date: September 26, 2016

Subject: Appeal No. 16-004 and 005 - Appeal of Planning Commission Resolution No. 16-17

Appellant:	Richard Sperber
Appellant:	Chris and Christy Farrar
Applicant:	Richard Sperber
Property Owner:	Wildlife II, LLC
Appeals Filed:	August 11, 2016
Application Filed:	July 11, 2016
Location:	6847 Wildlife Road, within the appealable coastal zone
APN:	4466-006-017
Zoning:	Rural Residential - One Acre (RR-1)

RECOMMENDED ACTION: Adopt Resolution No. 16-43 (Exhibit A), determining the project is categorically exempt from the California Environmental Quality Act (CEQA), and denying Appeal Nos. 16-004 and 16-005 and approving Coastal Development Permit Amendment (CDPA) No. 16-006 with modified conditions of approval amending Coastal Development Permit (CDP) No. 14-024, Site Plan Review (SPR) No. 14-018, and Minor Modification (MM) No. 14-016 to increase the front yard setback, revise the grading design and configuration of the pool and backyard amenities, and make other modifications for construction of a new, 6,632 square-foot, two-story, single-family residence, a 628 square-foot attached garage, a 999 square-foot basement, pool, landscaping, retaining walls and fencing, grading, various hardscape, 36 square feet of covered porches projecting more than six feet, and an alternative onsite wastewater treatment system (AOWTS), including an 18 percent rather than 40 percent minor modification of the front

yard setback, and a site plan review for height in excess of 18 feet, up to 28 feet for a pitched roof in the Rural Residential-One Acre zoning district located at 6847 Wildlife Road.

FISCAL IMPACT: The project is being undertaken by a private party and will have no fiscal impact on the City.

DISCUSSION: The matter includes two separate appeals (Exhibits B and C) of a CDPA approved by the Planning Commission on August 1, 2016. Planning Commission Resolution No. 16-17 and the related Planning Commission agenda report are included in this report as Exhibits D and E, respectively.

Appellant No. 1 (Richard Sperber) contends that Condition No. 14 of Planning Commission Resolution No. 16-17 wrongfully burdens the proposed residential project beyond the applicable standards for walls retaining fill (LIP Section 3.5.3(A)(5)(b)), would create excessive financial impact upon the project, negatively impact the structural integrity of the retaining wall, and create maintenance issues. Furthermore, Mr. Sperber contends that Condition Nos. 15 through 18 of Planning Commission Resolution No. 16-17 impose excessive lighting restrictions on the project. The full text of the appeal filed by Mr. Sperber is included as Exhibit B.

Appellant No. 2 (Chris and Christy Farrar) contends that the Planning Commission's approval of CDPA No. 16-006 is not appropriately supported by the required findings. Specifically, they contend that the project violates the grading ordinance, is not the least environmentally damaging alternative, adversely impacts neighborhood character, and violates CEQA. The Farrars also contend that they were denied a fair and impartial hearing. The full text of the appeal filed by the Farrars is included as Exhibit C.

Staff has carefully re-examined all evidence in the record and determined that the record supports the Planning Commission's action approving the application with all of the conditions of approval. However, staff has also re-examined Condition No. 14 and supports minor changes to the condition in order to provide more flexibility in the design of the retaining wall located along the southeast property line and the associated visual screening of the wall. This revised condition is now included as Condition No. 15 in Resolution No. 16-43.

Background

The project site is located within the Point Dume neighborhood and the surrounding area is developed with single-family residential dwellings. The project site is rectangular in shape and the proposed development area is generally flat (slopes are 5 to 1 or flatter). No development is allowed in areas of Point Dume with slopes steeper than 4 to 1 because those slopes drain towards a drainage course. The southern portions of the project site descend into an east/west trending drainage that runs toward the coastline, and therefore this area is not proposed for development. The project site has been partially graded

based on the plans approved in error. The previous residence and site improvements were demolished pursuant to an approved demolition permit.

On January 20, 2015, the Planning Commission adopted Resolution No. 15-05, which approved CDP No. 14-024, Site Plan Review No. 14-018, Minor Modification No. 14-016, and Demolition Permit No. 14-004 for construction of a 6,594 square-foot two-story residence with an attached 628 square foot garage and 999 square foot basement. The project included a swimming pool parallel to the house, a pool cabana and garden pavilion, and solid side yard fencing.

Subsequent to this approval, the applicant requested changes to the approved plans under a substantial conformance review by the Planning Director, which were deemed minor in nature and were approved administratively.

Later, after site improvements had been demolished and project grading had begun, it was determined that the changes were not minor in nature, and were approved in error as they were inconsistent with Condition Nos. 3 and 10 of the Planning Commission resolution. While the applicant could continue to build per the approved CDP plans, if the applicant desired to modify the project as detailed in the requested changes, the applicant needed to process a CDPA which would be considered by the Planning Commission. The Planning Director documented this in a letter to the property owner dated June 30, 2016, (Exhibit G), and a stop work order was issued for the project the same day.

On July 11, 2016, the property owner submitted CDPA No. 16-006, which included notable changes to the original plans approved by the Planning Commission. These modifications included the re-configuration of rear yard grading and finished grades, relocation of the pool parallel to the southeast property line, elimination of the pool cabana, pavilion and garden terrace, an increased front yard setback for the main residence, additional second floor porch above the garage, and additional retaining walls along the side property lines. While the reconfigured grading eliminated a large portion of the soils export from the original project, it resulted in a finished surface elevation that was up to five feet higher (in the upper portion of the rear yard) than the originally approved project. The area of slopes steeper than 4 to 1 remains unchanged. The attached Planning Commission agenda report provides a detailed summary and analysis of the amended project compared to the original project (Exhibit E).

Project Description

The amended project consists of the following:

- 6,632 square-foot, two-story residence with an attached 628 square-foot two-car garage up to 28 feet in height;
- 999 square-foot basement (exempt from total development square footage (TDSF));
- 36 square feet of covered porches projecting over six feet (included in TDSF);
- New second floor covered balcony less than six feet deep;
- Concrete driveway with three unenclosed parking spaces;

- Pool reoriented parallel to the southeast property line;
- Pool equipment;
- Landscaping, hardscape, outdoor barbeque, entry gates, fencing, and walls;
- AOWTS; and
- Revised grading design and new retaining walls.

The project also requires the following discretionary applications, which were previously approved:

- SPR No. 14-018 to allow construction of residential dwelling up to 28 feet in height with a pitched roof; and
- MM No. 14-016 for reduction of the required front yard setback from 65 feet to 53.4 feet (this setback represents an increase from the 39.2 foot setback approved by the Commission).

SPERBER APPEAL TO THE CITY COUNCIL

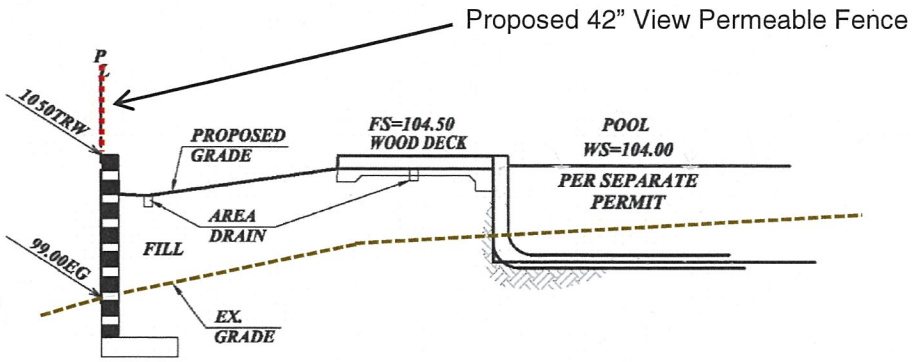
The appeal submitted by Mr. Sperber on August 11, 2016, outlines the specific findings and the grounds for the appeal, each of which are summarized below in *italics*. Followed by each point of the appeal are staff's responses in straight type. The full text of the appeal document can be found in Exhibit B.

1. *Condition No. 14 requiring that the proposed 6-foot retaining wall along the southeast property line be designed as a planted "green" wall with plantings incorporated into the structure of the wall wrongfully and excessively burdens the proposed single-family residential project in that the proposed retaining wall is consistent with the applicable standards of the LIP (Section* 3.5.3(A)(5)(b)) *and this green wall requirement has not been imposed on other similar projects where retaining walls are required between two properties.*

   Staff Response

   The areas with the most significant changes in grading design were the yard areas surrounding the re-oriented pool and the southern limits of grading around the previously existing sport court. Under the revised grading plan, the rear yard area surrounding the pool was proposed to be re-graded flat with an elevation of 104.5 feet, whereas the rear yard area was previously approved with a grade starting at 101.75 feet and gradually descending to 99 feet. This increase in the rear yard elevation by as much as five feet required the construction of a retaining wall and proposed view permeable safety railing along the property line on the southeast side (see Figure 1).

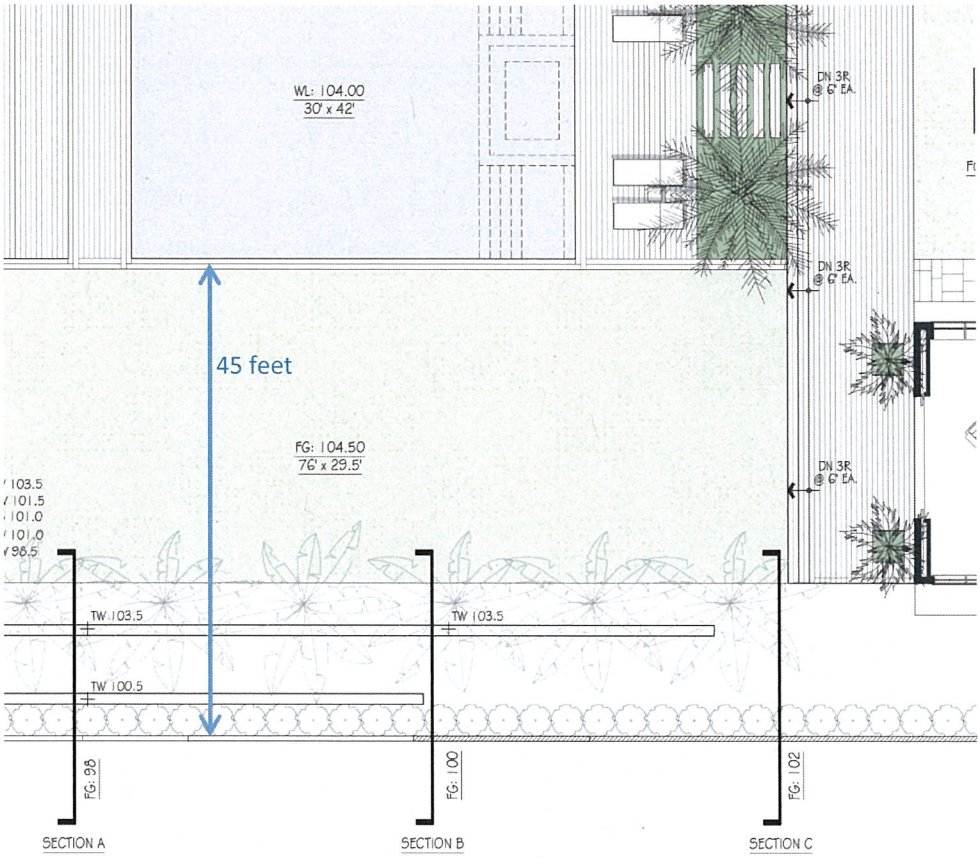
Figure 1. Retaining Wall Cross-Section

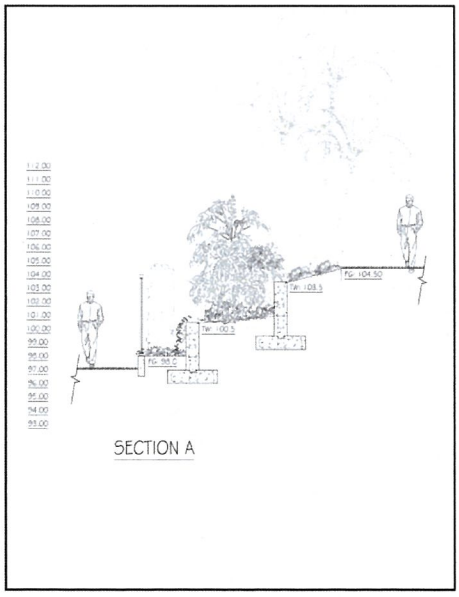


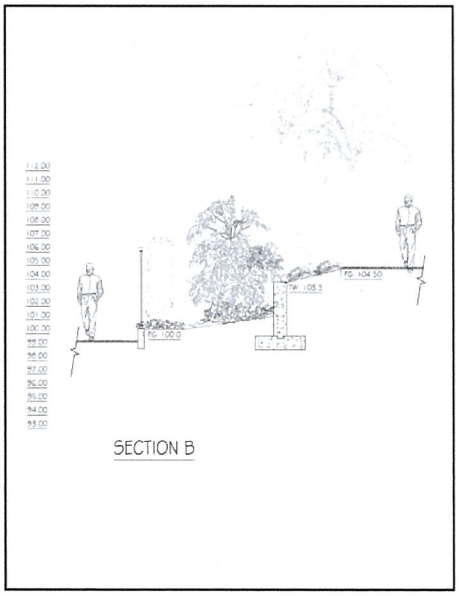
Staff concluded that the retaining wall proposed around the southeast property line was consistent with LIP and MMC development standards, which permit the construction of walls in the configuration shown above in Figure 1. However, the Planning Commission, in its discussion of potential project visual impacts on the neighboring property owner, concluded that visual screening of the retaining wall located along the southeast property line was appropriate in order to achieve conformance with LIP Chapter 8 – Grading Ordinance, which requires new development to minimize the visual and resource impacts of grading and landform alteration. Although the project site is not located within a public view corridor and public views of the Pacific Ocean or the Santa Monica Mountains are not available from Wildlife Road, the Planning Commission concluded that the amendments to the rear yard elevations and original proposed retaining wall would have a stark visual impact given the differences in height between the project site and the neighboring property. Therefore, Condition No. 14 was added to ensure that the proposed retaining wall would be sufficiently screened from view and would avoid the appearance of manufactured slopes.

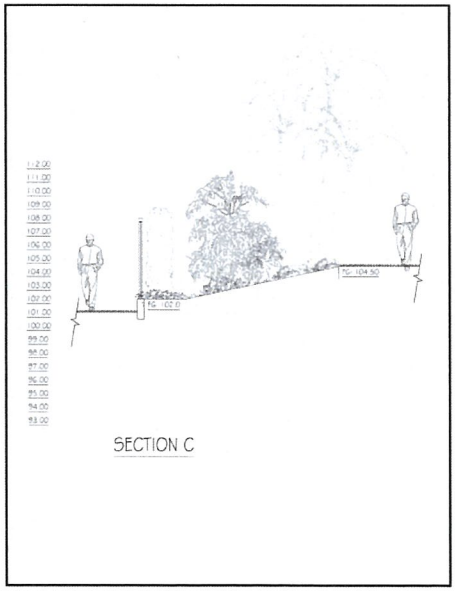
Upon reviewing the appellant's grounds for appeal, staff recommends revisions to Condition No. 14 (now Condition No. 15 in Resolution No. 16-43) to allow for a more cost effective, flexible, and visually appealing design solution for the retaining wall proposed along the southeastern property line. The revised condition requires the construction of a terraced wall design with an increased setback from the property line, which will create a more natural appearance and will improve visual compatibility with the neighboring property, and reduce visual impacts. The revised condition also requires that the proposed swimming pool be relocated approximately 45 feet away from the southeast property line. The relocation of the pool further from the property line increases privacy between the two properties and allows a more natural topographic condition within the rear yard where the wall heights along the southeastern property line can be reduced and constructed in a terraced configuration that allows for a more gradual slope in between each wall. Figure 2 below provides conceptual illustrations of a retaining wall design that would be consistent with the revised condition, which is now included as Condition No. 15 in Resolution No. 16-43.

Figure 2. Conceptual Illustration of terraced wall design consistent with revised condition









The revised condition (now Condition No. 15 in Resolution No.16-43) is provided below for consideration:

> Terraced retaining walls shall be constructed along the southeast property line and shall be setback a sufficient distance from the southeastern property line to allow landscape maintenance. The pool shall also be located so that it is setback at least 45 feet from the southeastern property line. Terraced walls each with a height necessary to support the adjacent grade shall be constructed and screened by vines or other similar plant species planted in front of and behind the walls facing the southeast property line. The landscaping shall be planted in a location that screens the majority of the retaining walls) within one year of the date the certificate of occupancy is issued for the single-family residence. The general types of plants to be used for screening shall be noted on the final landscaping plan and shall be reviewed and approved by the City Biologist prior to issuance of building permits. The vegetation planted to screen the wall shall be continuously maintained so that the majority of the wall surfaces remain covered with vegetation. Substitution of individual plant species is allowed consistent with the types approved by the City Biologist in order to ensure the success of the landscape screening.

This amended condition language would sufficiently address the appellant's concern and would also ensure that the proposed project and the associated on-site grading would remain consistent with the LCP, MMC and General Plan.

2. *Re-designing the proposed six foot high retaining wall, which runs 200 feet in length along the southeast property line, will have a grossly excessive financial impact upon the property owner. The appellant estimates that the costs could be $250,000 or higher and states that Condition No. 14 is unfair, constitutes unequal treatment under the law, lacks substantial nexus and therefore constitutes a taking of the subject property pursuant to Nollan v. California Coastal Commission, 483 U.S. 825 (1987) and Dolan v. City of Tigard, 512 U.S. 374 (1994).*

   <u>Staff Response</u>

   As previously discussed in response to Appeal Item No. 1, the requirement to visually screen the proposed retaining wall along the southeast property line is necessary to achieve consistency with the City's Grading Ordinance (LIP Chapter 8) due to the proposed changes in the rear yard grading for the residential project. Condition No. 14 is also proposed to be revised (now Condition No. 15 in Resolution No. 16-43) to provide greater flexibility in the design of the retaining wall and the associated visual screening. Further, the extent of grading proposed by the project in the context and location identified provides ample grounds and nexus for the condition. The condition does not constitute a taking, and the applicant has a substantially similar project that has already been approved by the City that does not include the condition, negating

any argument that the City has denied the applicant viable economic use of the property.

3. *The incorporation of planting within the structure of the retaining wall will jeopardize the long-term structural integrity of the retaining wall, which holds back fill. Once the plants are established, the root systems will find their way to soil and water sources by any means necessary, including through the mortar and stucco of the retaining wall. This survival instinct will force roots to expose and expand the smallest of cracks, rapidly deteriorating the wall. Accordingly, redesigning the retaining wall, as a planted "green wall", similar to "green walls" at large commercial retain facilities, requires great expense and will result in a shorter life expectancy for the retaining wall.*

   Staff Response

   Condition No. 15 is proposed to provide greater flexibility in the design of the retaining wall and the associated visual screening. These revisions allow a more conventional approach to the construction of the retaining wall and the installation of the landscaping for the purposes of visual screening. The screening of retaining walls with vegetation when visible from public viewing areas is common in residential projects throughout the City of Malibu. However, in this specific situation, the Planning Commission concluded that the visual screening of the retaining wall was necessary to reduce potential impacts to private views and conform with LIP Chapter 8. The revised condition requires the construction of a terraced wall design with an increased setback from the property line, which will create a more natural appearance of on-site slopes and will improve visual compatibility with the neighboring property. If approved, the design of the retaining wall will be reviewed by Building Safety during plan check to ensure the appropriate level of structural integrity.

4. *Achieving 75 percent vegetative coverage within six months of the date that the certificate of occupancy is issued not realistic, given the rate of plant growth in such "green wall" structures.*

   Staff Response

   Condition No. 15 is proposed to allow one year to achieve screening of the majority of the retaining wall. The City Biologist has concluded there are numerous plant species capable of providing the sufficient level of screening of the retaining wall within a one-year period.

5. *Condition No. 14 requires the preparation of a revised landscaping plan to show the types of plants to be incorporated into the green wall and review and approval of the revised landscaping plan by the City Biologist. This will have significant financial implications on the project and was imposed without consideration of water budget calculations or runoff mitigation measures.*

Staff Response

City Biologist review of all landscaping plans and confirmation of compliance with the City's landscape water conservation standards is a standard condition of approval. Condition No. 15 is proposed to allow greater flexibility in the types of plant species available to provide visual screening, which will also help to ensure that the project's on-site landscape irrigation water use will not exceed the City's water budget calculations.

6. *Condition No. 14 wrongfully forces the property owner to give away a portion of the property along the southeast property line in order to install and maintain the green wall. The condition would also require responding to a lifetime of subjective maintenance requests from the neighboring property owner and imposes liability for out of site sprinkler malfunctions in the green wall. Requiring that a six foot high retaining wall be moved, planted, and maintained is an unnecessary condition for a conforming retaining wall that complies with the LIP and may increase the grading quantities for this project and the associated number of truck trips needed to haul the dirt off-site.*

Staff Response

Condition No. 14 (now Condition No. 15 in Resolution No. 16-43) does not require the property owner to give away any portions of the project site or render any portion of the project site as unusable, as the area potentially impacted by wall construction and landscape screening currently includes as much as five feet of fill dirt to support the rear yard area, swimming pool, and landscaping. Furthermore, Condition No. 15 is proposed to allow greater flexibility in the design, construction and maintenance of the retaining wall and the associated landscape screening. The revised condition requires the construction of a terraced wall design with an increased setback from the property line, which will create a more natural appearance and will improve visual compatibility with the neighboring property. No increase in the overall grading quantities is anticipated as a result of the revised condition. Further, the applicant is not denied use of any portion of their property, and the requirements are directly related to the need to mitigate impacts and comply with LIP Chapter 8.

7. *Condition Nos. 15-18 impose burdens that are beyond existing City codes and standards with respect to the preservation of night skies and they impose burdens that do not exist for any of the neighboring properties and compliance will adversely impact the use and enjoyment of the property.*

Staff Response

Conditions 15 through 18 (now Conditions 16-19 in Resolution No. 16-43) are standard conditions of approval that have been applied to residential projects approved by the Planning Commission located throughout the City of Malibu. Compliance with these

conditions will not deprive the property owner of the use and enjoyment of the home. Compliance will ensure that impacts to the night sky are minimized, which is consistent with LIP Section 6.5(G), and the rural character called for by the General Plan is supported.

8. *The property owner expresses a willingness to stucco the proposed retaining wall located along the southeast property line and install vines or other plants at the base of the retaining wall on the adjoining property with all costs being covered by the property owner. Maintenance and watering of the landscaping would be the responsibility of the adjacent property owner.*

   Staff Response

   A private cooperative agreement is beyond the purview of the City to require or enforce. Should the Council determine Condition No. 15 is not necessary in order to achieve consistency with the LCP, MMC and General Plan and eliminate it, the property owners would be free to negotiate a private arrangement to deal with the installation and maintenance of the landscape screening if they so choose.

FARRAR APPEAL TO THE CITY COUNCIL

The Farrar appeal submitted on August 11, 2016, outlines the specific findings and the grounds for the appeal, each of which are summarized below in *italics*. Followed by each point of the appeal are staff's responses in straight type. The full text of the appeal document can be found in Exhibit C.

1. *The Planning Commission's approval findings are not supported by substantial evidence due to the project's failure to comply with the Malibu Local Coastal Program. Specifically, Findings A1, B1, B4, B5 and C3 are not supported by the evidence because the Project violates the LCP's Grading Ordinance in that grading was not kept to an absolute minimum, does not conform to the natural topography and does not minimize disturbance to natural terrain.*

   Staff Response

   The Fararrs' (Appellant No. 2) contentions do not raise new information or provide substantial evidence to contradict the Planning Commission's findings or the analysis in the Agenda Report on which they are based. All of the arguments presented were included in the information considered by the Commission. Finding A1 is the general LCP consistency finding required for all coastal development permits. Findings B1, B4 and B5 address the site plan review for height above 18 feet, and Finding C3 addresses one of the minor modification findings pertaining to the front yard setback reduction.

   As detailed in the Planning Commission Agenda Report (Attachment E), Findings A1, B1, B4, and B5 are supported by LCP conformance review and approval by the

Planning Department, Environmental Health Administrator, City Geotechnical Consultant, and City Public Works Department and the amended project's consistency with the underlying Rural Residential zoning and land use designations. These findings also state that the project is consistent with all of the requirements of state and local law and that the proposed project, as conditioned, conforms with the LCP in that it meets all residential development standards with the inclusion of a site plan review for construction of a residence in excess of 18 feet in height, and a minor modification for a reduction in the front yard setback. These conclusions are based upon the detailed analysis contained in the Agenda Report for CDPA No. 16-006. Specifically, Table 2 in the report documents the project's consistency with the LIP residential development standards.

With respect to grading, the appeal cites LIP Section 8.3(A) which states that grading be kept to an absolute minimum, and suggests that the compliant project basement be eliminated in order to comply with this policy. This policy is found at the beginning of the Grading Ordinance and serves as a guiding standard. Subsequent standards in the ordinance provide specific numerical parameters within which projects are to be designed, allowing applicants flexibility in the design of their projects, provided compliance with the enumerated standards is maintained.

Table 3 in the Commission Agenda Report shows complete numbers for the amended project, including exempt quantities, import and export, giving a full picture of the landform alteration associated with the project. These quantities are compared with the original project in Table 1 below. While compliance with the 1,000 cubic yard limit per parcel is not in dispute, it should be noted that the amended project proposes a more balanced approach to project grading on the site when compared to the original project, which would reduce soil export and the associated truck trips for soil disposal.

Taken to an extreme, the standard of limiting grading to an absolute minimum would imply every project should be limited to an 800 square foot residence (the code minimum) and no accessory development. Such a strict application of this policy would be extraordinary and inconsistent with the intent of the LCP and the City's past practice in development review and approval in developed neighborhoods on previously disturbed lots. The grading design for the proposed project complies with the LIP Section 8.3 standards.

LIP Section 8.3(B)(2) states that export of cut material may be required to preserve the natural topography of a site. Though the site has previously been developed and is not in its natural condition, it is within the Council's purview to require that more soils be exported from the site if it determines that lowering the redesigned rear yard elevation is necessary to achieve LCP consistency. However, previous projects in the Point Dume neighborhood have been approved involving grading quantities similar to those of the proposed project and retaining walls in order to adjust building site and yard levels. For example, the Planning Commission approved residential development at 28785 Sea Ranch Way and 6921 White Sands Place, which included total grading

quantities above 2,000 cubic yards and non-exempt grading quantities near 1,000 cubic yards. Table 1 below provides a comparison of grading quantities between the original project, the amended project, and the above referenced projects.

Table 1 - Grading Quantity Comparison				
	Original Approved Project	***Proposed Project***	***28785 Sea Ranch Way***	***6921 White Sands Place***
Total Cut	1,199	1,199	1,430	2,550
Total Fill	221	817	1,090	920
Total Grading	2,139	2,016	2,520	3,470
Import	0	0	430	0
Export	978	382	770	1,630
Non-Exempt	348	944	990	970

Appellant No. 2 also asserts that the Agenda Report made no attempt to demonstrate consistency with the LIP's grading design standards. The LIP's grading design standards require landforms to mimic the natural topography, avoid a manufactured appearance of slopes, limit non-exempt cut and fill quantities to no more than 1,000 cubic yards, and limit import/export quantities which serve to limit truck trips in residential neighborhoods. The grading quantity analysis has been provided earlier in this section. As noted in the Planning Commission Agenda Report and demonstrated in Figure 3, the portion of the property proposed for development is not in a natural topographic form in that it previously accommodated a house and accessory development in the portions of the site flatter than 4 to 1.

Figure 3. Site Photographs

Original CDP Story Pole Photograph

Proposed CDPA Story Pole Photograph

The protected steeply sloping portions of the site located further to the south will not be altered as part of the proposed project and therefore the preservation of this natural topography helps to avoid the manufactured appearance of slopes. For the area nearest the proposed residence, the amended grading plan uses retaining walls to establish a level rear yard where a level rear yard previously existed and maintains the previously approved garden area within the southern portions of the project site at a

similar elevation (2.5 feet higher). The Planning Commission found the proposed rear yard elevations to be generally consistent with the rear yard grading designs of the neighboring properties.

Consistency with the LCP is further evidenced by the fact that no public scenic views or resources are impacted. The project site was previously developed, is generally flat, is not located within a public view corridor, and public views of the ocean or the Santa Monica Mountains are not available from Wildlife Road along the property frontage or from the rear yard portions of the project site or the neighboring properties. Existing private views across the canyon from neighboring properties to the southeast and northwest would not be impacted by the proposed project, as no structures (such as the previously proposed pavilion and garden terrace) are proposed within the rear yard.

As prescribed in previously approved Condition No. 14 and as illustrated in the applicant's proposed landscaping plan, a significant quantity of landscaping will be installed to screen the retaining wall and to protect the privacy of future on-site residents and the privacy of the adjacent property owner, whose yard has always been at a lower elevation. After the initial planting and grow-in period of the on-site landscaping proposed and conditioned as part of the previously approved project, the private view from the neighbor's pool area would be similar to the view they would have if the site were developed pursuant to the original CDP approved in January 2015. The original approval includes the construction of a six foot tall fence along the southeast property line with landscaping behind the fence; to create a more natural looking topographic appearance along this property line, revisions to Condition No. 14 are proposed (now Condition No. 15 in Resolution No. 16-43) to allow greater flexibility in the design, construction and maintenance of the retaining wall and the associated landscape screening. The revised condition requires the construction of a terraced wall design with an increased setback from the property line along with landscaping behind and in-front of the tiered retaining wall system, which will create a more natural appearance and will improve visual compatibility between the project site and the neighboring property.

All of the above-described information, combined with all of the information included in the Planning Commission Staff Report dated August 1, 2016 documents the project's consistency with the LCP's Grading Ordinance.

2. *Finding A3 that the proposed project is the least environmentally damaging alternative is not supported by evidence because the proposed project will unnecessarily and permanently alter the natural landform of the property, whereas the original project met the applicant's goals without irreversible adverse environmental effects.*
<u>Staff Response</u>

The original project, approved in January 2015 (CDP No. 14-024), required 2,139 cubic yards of on-site grading, with 835 cubic yards of export. The amended project approved on August 1, 2016 (CDPA No. 16-006) required 2,016 cubic yards of grading, with 382

cubic yards of export. Both projects resulted in non-exempt grading quantities less than 1,000 cubic yards and thus were deemed consistent with the grading standards contained in LIP Section 8.3(B). As shown in Table 1 below, these grading quantities are also consistent with grading quantities previously approved in the Point Dume neighborhood. The amended project also proposed to re-grade the previously graded and relatively flat rear yard area with installation of appropriate drainage systems to capture and treat storm water (as shown in the civil plans in Attachment 3, of Exhibit E which were reviewed and approved by the Public Works Department), so no substantial environmental advantage would be created by not approving CDPA No. 16-006.

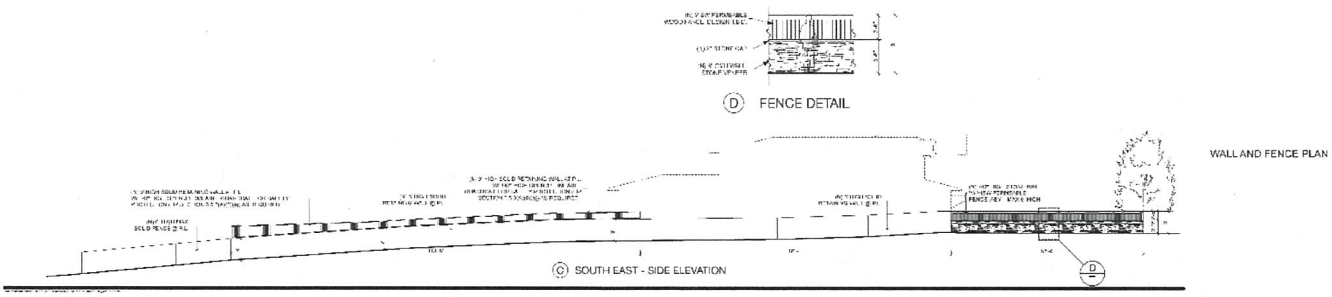
Appellant No. 2 did not provide substantial evidence to support the contention that significant adverse environmental harm would occur and makes only general statements. It is acknowledged that the amended project would raise the grades of the rear yard by as much as five feet. However, recontouring a previously disturbed rear yard within the permitted development area of largely built-out neighborhood cannot reasonably be identified as a significant environmental impact. The analysis contained in the Agenda Report for CDPA No. 16-006 makes all of the required findings, including the finding that the proposed project is the least environmentally damaging alternative.

3. *The finding that the proposed project does not adversely affect neighborhood character is not supported because the proposed project will result in massive landform alterations and result in a total 12 foot structure towering over the neighbors' property.*

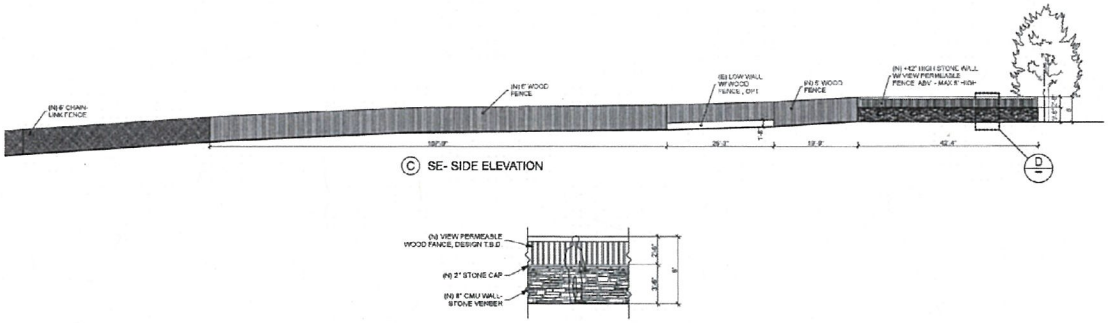
<u>Staff Response</u>

As discussed above, alterations to the grades and the construction of fencing or walls along the southeast property line were proposed as part of the originally approved project and are also proposed as part of the amended project. It is acknowledged that the previously existing difference in topography between the project site and the neighboring property to the southeast has now been increased due to the placement of basement excavation soils onsite and the removal of the applicant's vegetation along the southeast boundary of the project site. However, as shown in Table 1 above, the overall quantity of on-site grading is consistent with the grading quantities previously approved for residential projects in the area. The landscaping proposed along the side property line as part of the project combined with implementation of proposed Condition No. 15 will soften the appearance of the proposed retaining wall along the southeast property line and will create a landscaped environment similar to what existed prior to the commencement of construction activities on the project site. Furthermore, all previously proposed pool pavilion and garden structures have been removed from the rear yard of the project site. While private views are not specifically protected in the LCP or MMC, a similar condition will exist after completion of the amended project, when compared to the original condition of the side yard. Figure 4 below provides a side-by-side comparison of the originally approved and proposed side yard condition. Therefore, the proposed project would not adversely impact neighborhood character.

Figure 4. Comparison of Side Yard Fencing/Wall Plans



Amended project elevation along southeast property line



Originally approved project elevation along southeast property line

4. *The decision to approve the amended project was made contrary to law in that the project does not qualify for a Categorical Exemption under the California Environmental Quality Act.*

<u>Staff Response</u>

Appellant No. 2 correctly describes that CEQA provides categorical exemptions for certain classes of projects that do not pose a risk of substantial adverse environmental impact, unless the project is disqualified based on certain exceptions. However, the appellant only provided general statements but no substantial evidence to refute the analysis in the Agenda Report and the findings adopted by the Planning Commission in support of the categorical exemptions. The record demonstrates that the proposed project is Categorically Exempt from CEQA pursuant to CEQA Guidelines Sections 15301(l) Demolition of Existing Structures and 15303(a) and (e) – New Construction. The Planning Department has further determined that none of the six exceptions to the use of the categorical exemption apply to this amended project (CEQA Guidelines Section 15300.2). These exceptions include:

(1) A project that would ordinarily be exempt but the project environment is sensitive or the project may impact an environmental resource of critical concern;

The project site has been previously developed and is surrounded by existing large-scale and multi-story single-family residential development with accessory structures and therefore would not impact sensitive environmental resources.

(2) *When cumulative impacts of successive projects over time is significant;*

No direct, indirect, or cumulative impacts to sensitive biological habitat or cultural resources would occur as the development footprint is limited to a previously graded flat pad that contained a previously approved single-family residence. No significant direct, indirect, or cumulative impact on hydrology, water quality, or drainage facilities would occur, as on-site wastewater treatment facilities are proposed to capture and treat stormwater and wastewater prior to discharge into nearby drainages. The proposed project would not directly, indirectly, or cumulatively impact public views as no views of the Santa Monica Mountains or the Pacific Ocean are available from this segment of Wildlife Road or from the project site or the neighboring property. Furthermore, no impacts to scenic views from Pacific Coast Highway would occur because the project is not visible from this scenic highway. No direct, indirect or cumulative impacts to private views enjoyed by the neighboring property would occur as grading and site improvements are limited to the previously existing flat building pad are yard area and thus their private views south towards the canyon would remain unobstructed.

Therefore, the projects contribution to cumulative environmental impacts in the area is not significant.

(3) Where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;

The project site has been previously developed and is surrounded by existing large-scale and multi-story single-family residential development with accessory structures and the proposed grading quantities, site improvements and landscaping are consistent with projects previously approved by the City of Malibu. Therefore there are no unusual circumstances present on-site that could result in the project significantly impacting the environment.

(4) *When a project would impact a scenic highway or other scenic resources within a state designated scenic highway;*

The project site is not visible from Pacific Coast Highway and therefore would not impact scenic views or impact other scenic resources located within this designated scenic highway.

(5) *When a project is located on a site which is included on a list of sites containing hazardous materials; and*

The project site is not located on a list of contaminated sites as maintained by the Department of Toxic Substances Control or the State Water Resources Control Board.

(6) *A project may cause a substantial adverse change in the significance of a historic resource.*

The previously existing single-family residence was not historically significant and therefore the project would not impact historic resources.

5. *The appellants were not provided with a fair and impartial hearing in violation of their constitutionally guaranteed due process rights because the project applicant, the project architect, and the Planning Director currently serve on the Malibu Civic Center Design Standards Task Force, because the Farrars were given less time to speak than the applicant, and because the hearing was not continued due to technical difficulties and the absence of two of the Commissioners.*

Staff Response

The Planning Director's responsibility is to review submitted projects and make a professional recommendation to the Planning Commission based on substantial evidence in the record. Other responsibilities include staffing certain Council-appointed commissions and committees. The members of the Civic Center Design Standards Task Force were appointed by the City Council and serve on a voluntary basis to complete work on a project entirely unrelated to the subject application. There is no basis for a conflict of interest in the review and recommendation of the subject project before the Planning Commission due to the Planning Director's work in support of the Council's Civic Center Design Standards project. The Planning Director also does not vote on matters before the Planning Commission.

Appellant no. 2 complains that the applicant received more time to speak, but does not contend that the City violated any of its rules or procedures in allocating speaking time. As specified in the Planning Commission's adopted rules of order, and as printed on each agenda, each speaker is allowed three minutes to speak on any item, up to 5 additional minutes, if others present defer time to the speaker. Public speakers may also be called back to the podium to respond to questions of Commissioners. Applicants are given 15 minutes to speak, which can include reserving time to rebut the comments of other public speakers. The recording of the meeting reflects that the Commission adhered to these procedures. This is standard practice for public hearings of this nature as an applicant presenting a project requires time to describe the project, and to respond to all comments on the project. Appellant no. 2 had the opportunity for every member of their family, and each of their representatives to speak for 3 minutes,

had they chosen to do so. Appellant no. 2 was also granted the opportunity to address additional questions by the Planning Commissioners beyond the time they were allocated.

As further noted by the appellant, technical difficulties occurred. During the hearing there was a problem with the City's electrical recording/broadcasting equipment. These technical difficulties only affected the broadcast of the hearing, not the conduct of the hearing itself and had no impact on the opportunity for Appellant no. 2, or any other member of the public, to provide comments and evidence for consideration. The City addressed these technical difficulties immediately and sought to correct the issues as quickly as possible. In any case, these technical difficulties did not require the continuance of the hearing, nor does Appellant no. 2 cite any authority for the claim that a continuance was required.

Finally, the public hearing was properly conducted with a quorum of three out of five Commissioners, and a decision was rendered after a full discussion of the issues. A continuance is not required if a quorum is present at a Planning Commission meeting.

PUBLIC CORRESPONDENCE: Two pieces of correspondence have been submitted subsequent to the August 1, 2016 Planning Commission hearing on the project, one from a local resident who expressed opposition to the proposed project due to the proposed grading, and one from the property owner's attorney responding to the main points outlined in the Farrar appeal documents. The letter from the local resident was received on August 3, 2016. The letter from the property owner's attorney was received on August 17, 2016. All correspondence received on this project has been included as Attachment F.

PUBLIC NOTICE: On September 1, 2016, a Notice of City Council Public Hearing was published in a newspaper of general circulation within the City and a public notice was mailed to the owners and occupants of all properties within a radius of 500 feet of the subject property (Exhibit G).

SUMMARY: Based on the record as a whole, including but not limited to all written and oral testimony offered in connection with this matter, staff recommends that the City Council adopt Resolution No. 16-43 denying Appeal Nos. 14-004 and 14-005 and approving CDPA No. 16-006, amending Coastal Development Permit No. 14-024, Site Plan Review No. 14-018, and Minor Modification No. 14-016, subject to the conditions of approval in Section 7 of the resolution.

EXHIBITS:

A. City Council Resolution No. 16-43
B. Appeal No. 16-004
C. Appeal No. 16-005
D. Planning Commission Resolution No. 16-17
E. August 1, 2016 Planning Commission Agenda Report Item 5.A.

F. Correspondence received prior to and after the August 1,2016 Planning Commission Meeting
G. June 30, 2016 Stop Work/Rescission Letter
H. Public Hearing Notice
I. Department Review Sheets

RESOLUTION NO. 16-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU, DETERMINING THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND DENYING APPEAL NOS. 16-004 AND 16-005 AND APPROVING COASTAL DEVELOPMENT PERMIT AMENDMENT NO. 16-006 WITH MODIFIED CONDITIONS OF APPROVAL AMENDING COASTAL DEVELOPMENT PERMIT NO. 14-024, SITE PLAN REVIEW NO. 14-018 AND MINOR MODIFICATION NO. 14-016 TO INCREASE THE FRONT YARD SETBACK, REVISE THE GRADING DESIGN AND CONFIGURATION OF THE POOL AND BACKYARD AMENITIES, AND MAKE OTHER MODIFICATIONS FOR CONSTRUCTION OF A NEW 6,632 SQUARE-FOOT, TWO-STORY, SINGLE-FAMILY RESIDENCE, A 628 SQUARE-FOOT ATTACHED GARAGE, A 999 SQUARE-FOOT BASEMENT, POOL, LANDSCAPING, RETAINING WALLS AND FENCING, GRADING, VARIOUS HARDSCAPE, 36 SQUARE FEET OF COVERED PORCHES PROJECTING MORE THAN SIX FEET, AND AN ALTERNATIVE ONSITE WASTEWATER TREATMENT SYSTEM, INCLUDING AN 18 PERCENT RATHER THAN 40 PERCENT MINOR MODIFICATION OF THE FRONT YARD SETBACK, AND A SITE PLAN REVIEW FOR HEIGHT IN EXCESS OF 18 FEET, UP TO 28 FEET WITH A PITCHED ROOF LOCATED IN THE RURAL RESIDENTIAL-ONE ACRE ZONING DISTRICT AT 6847 WILDLIFE ROAD (WILDLIFE II, LLC)

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

SECTION 1. Recitals.

A. On January 20, 2015, the Planning Commission adopted Resolution No. 15-04 approving CDP No. 14-024, Site Plan Review No. 14-018, Minor Modification No. 14-016, and Demolition Permit No. 14-004.

B. On July 7, 2015, the Planning Department administratively approved modifications to the Planning Commission approved plans that were deemed to be minor for submittal into plan check.

C. On May 6, 2016, the Planning Department administratively approved modifications to the Planning Commission approved plans that were deemed to be minor for issuance of building permits. Subsequently, grading permits were issued by the City of Malibu Building Safety Division.

D. On June 30, 2016, the Planning Director notified the applicant and property owner that the development plans were approved in incorrectly and exceeded the changes allowed by Conditions nos. 3 and 10 of Planning Commission Resolution No. 15-04 and a stop work order was issued.

E. On July 1, 2016, the applicant submitted the subject application, Coastal Development Permit Amendment (CDPA) No. 16-006 to amend the previously approved CDP. The application was routed to the City Geotechnical Staff, City Public Works Department, and the City Environmental Health Administrator for review.

F. On July 7, 2016, a Notice of Public Hearing was published in a newspaper of general circulation within the City of Malibu and was mailed to all property owners and occupants within a

500-foot radius of the subject property.

G. On July 15, 2016, story poles were placed on the subject site representing the modified siting of the single-family residence 53.4 feet from the front property line, compared to the originally approved 32.5 foot setback.

H. On July 21, 2016, the project was deemed complete for processing.

I. On August 1, 2016, the Planning Commission held a duly noticed public hearing on the subject application, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record and adopted Planning Commission Resolution No. 16-17, approving CDPA No. 16-006. The Commission included a condition of approval requiring the retaining wall along the southeast property line to be constructed as a planted green wall to soften its appearance from the adjacent property owner's property, and standard conditions of approval pertaining to site lighting.

J. On August 11, 2016, the property owner, Richard Sperber, and the neighbors to the southeast, Chris and Christy Farrar, filed separate appeals of Planning Commission Resolution No. 16-17.

K. On September 1, 2016, a Notice of City Council Public Hearing was published in a newspaper of general circulation within the City of Malibu and was mailed to all property owners and occupants within a 500-foot radius of the subject property.

L. On September 26, 2016, the City Council held a duly noticed public hearing on the subject appeals, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record.

SECTION 2. Appeals of Action.

The appeal submitted by Richard Sperber on August 11, 2016 (Sperber Appeal), alleges that: 1) Condition No. 14 requiring that the proposed 6-foot retaining wall along the southeastern property line be designed as a planted "green" wall with plantings incorporated into the structure of the wall wrongfully and excessively burdens the proposed single-family residential project; 2) re-designing the proposed six foot high retaining, which runs 200 feet in length along the southeastern property line, will have a grossly excessive financial impact upon the property owner; 3) the incorporation of planting within the structure of the retaining wall will jeopardize the long-term structural integrity of the retaining wall; 4) requiring 75 percent vegetative coverage of the retaining within six months of the date that the certificate of occupancy is issued not realistic; 5) requiring review and approval of the revised landscaping plans which incorporate the green wall by the City Biologist will have significant financial impacts on the project and may conflict with other conditions regarding water use; 6) compliance with Condition No. 14 effectively results in a taking of property by forcing the applicant to set the wall back from the property line to accommodate maintenance; 7) Condition Nos. 15 through 18 (lighting conditions) impose burdens that are beyond those required by existing City standards with

respect to preservation of night skies and will adversely impact the use and enjoyment of the subject property; and 8) a revised retaining wall and landscaping design that incorporates stucco and installation of landscaping on the neighboring property is a superior project design solution.

The appeal submitted by Chris and Christy Farrar on August 11, 2016 (Farrar appeal), alleges that: 1) the findings set forth in Planning Commission Resolution No. 16-17 are not supported by evidence in the record; 2) the finding that the proposed project is the least environmentally damaging alternative is not supported by evidence in the record; 3) the finding that the proposed project does not adversely affect neighborhood character is not supported by evidence in the record; 4) the decision to approve the amended project was made contrary to law and the project does not comply with the California Environmental Quality Act (CEQA); and 5) the Farrars were not provided with a fair and impartial Planning Commission hearing.

In the Council agenda report, Planning Department staff responded to each of appellants' contentions.

SECTION 3. Findings for Denial of Appeals.

Based on evidence in the record and in the Council agenda report for the subject project presented at the September 26, 2016 City Council meeting, the City Council hereby makes the following findings of fact denying Appeal Nos. 16-004 and 16-005 and finds that substantial evidence in the record supports the required findings for approval of the proposed project, as conditioned by the conditions of approval included in Section 7 of this resolution. In addition, the analysis, findings of fact, and conclusions set forth by staff in the agenda report are incorporated herein as though fully set forth.

A. Denial of Sperber Appeal

1. The areas with the most significant changes in grading design were the yard areas surrounding the re-oriented pool and the southern limits of grading around the previously existing sport court. Under the revised grading plan, the rear yard area surrounding the pool was proposed to be re-graded flat with an elevation of 104.5 feet, whereas this rear yard area was previously approved with a grade starting at 101.75 feet and gradually descending to 99 feet. This increase in the rear yard elevation of approximately five feet required the construction of a retaining wall along the southeastern side property line along with a 42-inch tall view permeable fence on top for safety.

2. Visual screening of exterior of the retaining wall located along the southeastern property line is appropriate in order to achieve conformance with LIP Chapter 8 – Grading Ordinance, which requires new development to minimize the visual and resource impacts of grading and landform alteration. Although the project site is not located within a public view corridor and public views of the ocean or the Santa Monica Mountains are not available from Wildlife Road along the property frontage or from the rear yard portions of the project site or the neighboring properties, the visual character of the rear yard within the neighboring property to the southeast could be impacted as a result of the revised grading and retaining wall design. Condition No. 14, as revised, requires that the proposed terraced retaining walls be sufficiently set back and screened from view and allows for a more cost effective and flexible solution more typical of residential development while still ensuring the project's

consistency with the LCP.

3. The screening of retaining walls with vegetation is common in residential projects throughout the City of Malibu. The retaining wall design will be reviewed by during plan check to ensure the appropriate level of structural integrity.

4. There are numerous plant species capable of providing sufficient screening of a majority of the retaining wall within a one-year period as prescribed in Condition No. 14.

5. City Biologist review of all landscaping plans and confirmation of compliance with the City's landscape water conservation standards is a standard condition of approval and will ensure that the project's on-site landscape irrigation water use will not exceed the maximum applied water allowance.

6. The requirement to construct a retaining wall and install landscaping in front of said wall for visual screening does not require the property owner to give away any portions of the project site or render any portion of the project site as unusable, as the area in question currently includes a request to construct a retaining wall along with approximately five feet of soil to support the proposed swimming pool, and landscaping. Relocation of the retaining wall in order to accommodate the landscape screening in front of the wall will be minimal and would only impact an area proposed to be used as fill and landscaping. It also does not prevent the property owner from using that portion of the property, and is appropriate to support the purpose and requirements of LIP Chapter 8. The revised retaining wall configuration will establish an increased setback from the property line, which will create a more natural appearance and will improve visual compatibility with the neighboring property.

7. Condition Nos. 15 through 18 (Lighting Conditions) are standard conditions of approval that have been applied to residential projects located throughout the City of Malibu. Compliance with these conditions will not deprive the property owner of the use and enjoyment of the home. Compliance will ensure that impacts to the night sky are minimized to the greatest extent feasible, which is consistent with LIP Section 6.5(G).

8. The applicant's proposed alternative landscape screening design involving installation of landscaping on the Farrars' property is not feasible in that the City cannot mandate that the applicant install landscaping off the project site, nor require the neighbors to maintain and water it. This type of agreement should be negotiated privately between the neighbors.

B. Findings for Denial of Farrar Appeal

1. The appellant does not raise new information or provide substantial evidence to contradict the Planning Commission's findings or the analysis in the Agenda Report, which state that the amended project was reviewed for conformance with the LCP by the Planning Department, Environmental Health Administrator, City Geotechnical Consultant, and City Public Works Department and that the proposed residential project is consistent with the underlying Rural Residential zoning and land use designations. These findings also state that the amended project is consistent with

all of the requirements of state and local law and that the proposed project, as conditioned, conforms with the LCP in that it meets all residential development standards with the inclusion of a site plan review for construction of a residence in excess of 18 feet in height, and a minor modification for a reduction in the front yard setback. The Agenda Report also documents the amended project's consistency with the grading quantity limitations established in LIP Chapter 8 – Grading Ordinance, including the overall guiding policy and the subsequent numerical parameters limiting non-exempt grading quantities to 1,000 cubic yards. The amended project's grading quantities and grading improvements are similar to previously approved projects in the Point Dume neighborhood and the grading footprint does not alter the existing natural topography to the south, which combined with the removal of all previously approved accessory structures from the rear yard helps to avoid the manufactured appearance of slopes. The revised conditions of approval further reduce the appearance of manufactured slopes as visible from the neighboring property. Therefore, the amended project, after implementation of all conditions of approval, does not violate the provisions of the City's Grading Ordinance.

2. The amended project requires non-exempt site grading quantities less than 1,000 cubic yards and total grading quantities consistent with grading quantities previously approved for residential projects in the Point Dume neighborhood. The amended project is considered the least environmentally damaging alternative due to the reduction in soil export, truck trips during grading, temporary construction noise, and construction of on-site drainage improvements that will capture and treat stormwater prior to its discharge into the natural drainage south of the project boundary. Impacts to private and public views will be minimized upon implementation of all conditions of approval and the proposed landscaping plan.

3. Alterations to the grades and the construction of fencing or walls along the southeastern property line were proposed as part of the originally approved project (CDP No. 14-024) and are also proposed as part of the proposed project (CDPA No. 16-006). The overall quantity of on-site grading is consistent with the grading quantities previously approved for residential projects in the area and landscaping proposed along the side property line as part of the project combined with implementation of Condition No. 14 will soften the appearance of the proposed retaining wall along the southeastern property line and will create a landscaped environment similar to what existed prior to the commencement of construction activities on the project site. Furthermore, all previously approved pool pavilion and garden structures have been removed from the rear yard of the project site. This will minimize the visual impacts associated with on-site grading to the greatest extent feasible and the amended project is similar in size and scale when compared to other existing single-family residences in the Point Dume area. The portion of the property proposed for development is not in a natural topographic form in that it previously accommodated a house and accessory development in the portions of the site flatter than 4 to 1 and the protected steeply sloping portions of the site located further to the south will not be altered as part of the proposed project and the preservation of this natural topography helps to avoid the manufactured appearance of slopes. Therefore, the proposed project would not adversely impact neighborhood character.

4. The record demonstrates that the proposed project is Categorically Exempt from CEQA pursuant to CEQA Guidelines Sections 15301(l) Demolition of Existing Structures and 15303(a) and

(e) – New Construction. The project site has been previously developed and is surrounded by existing large-scale and multi-story single-family residential development with accessory structures and therefore would not impact sensitive environmental resources. No direct, indirect, or cumulative impacts to sensitive biological habitat, cultural resources, water quality, or public views would occur as the development footprint is limited to a previously graded flat pad that contained a previously approved single-family residence and no views of the Santa Monica Mountains or the Pacific Ocean are available from this segment of Wildlife Road, the project site, or the neighboring property. Furthermore, no impacts to scenic views from Pacific Coast Highway would occur because the project is not visible from this scenic highway. Therefore, none of the six exceptions to the use of the categorical exemption apply to this amended project (CEQA Guidelines Section 15300.2).

5. The Planning Director's responsibility is to review submitted projects and make a professional recommendation to the Planning Commission based on substantial evidence in the record. The Planning Director also does not vote on matters before the Planning Commission. Other responsibilities include staffing certain Council-appointed commissions and committees. The members of the Civic Center Design Standards Task Force were appointed by the City Council and serve on a voluntary basis to complete work on a project entirely unrelated to the subject application. There is no basis for the alleged conflict of interest in the review and recommendation of the subject project before the Planning Commission due to the Planning Director's work in support of the Council's Civic Center Design Standards project. The Planning Director also did not vote on this approval and is not a voting member of the City Planning Commission. The appellant was provided with the opportunity to comment on the amended project during a noticed public hearing in conformance with the Planning Commission's adopted rules of order, which are printed on each agenda. The technical difficulties referenced by appellant were also immediately addressed by City Staff, and only affected the broadcast of the hearing, not the conduct of the hearing itself. The public hearing was properly conducted with a quorum of three out of five Commissioners, and a decision was rendered after a full discussion of the issues and after all public comments were considered.

SECTION 4. Environmental Review.

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA), the City Council has exercised its independent judgment and analyzed the proposal as described above. The City Council has found that this project is listed among the classes of projects that have been determined not to have a significant adverse effect on the environment, and therefore, is exempt from the provisions of CEQA. Accordingly, that the same categorical exemption determination (CE No. 15-004) pursuant to CEQA Guidelines Sections 15301 (l) Demolition of Existing Structures and 15303 (a) and (e) – New Construction for the original project applies to the amended project. The City Council has further determined that none of the six exceptions to the use of the categorical exemption apply to this amended project (CEQA Guidelines Section 15300.2).

SECTION 5. Coastal Development Permit Amendment Approval and Findings.

Based on substantial evidence contained within the record and pursuant to LIP Sections 13.7(B) and 13.9, the City Council adopts the analysis in the agenda report, incorporated herein, the findings of fact

below, and approves CDPA No. 16-006 to amend the scope of work previously approved for CDP No. 14-024, SPR No. 14-018, and MM No. 14-016, to increase the front yard setback, revise the grading design and configuration of the pool and backyard amenities, and make other modifications, resulting in construction of a new two-story, 6,632 square-foot single-family residence, a 628 square-foot attached garage, a 999 square-foot basement, pool, landscaping, retaining walls and fencing, grading, various hardscape, 36 square feet of covered porches projecting more than six feet, and an alternative onsite wastewater treatment system (AOWTS), including a minor modification for an 18 percent rather than 40 percent minor modification of the front yard setback, and a site plan review for height in excess of 18 feet, up to 28 feet for a pitched roof located at 6847 Wildlife Road.

The amended project does not affect the approved project's conformance with the LCP in the original approval of CDP No. 14-024, SPR No. 14-018 and MM No. 14-016. The LCP findings affected by the proposed amendment are made below. All other findings and conditions for CDP No. 14-024, SPR No. 14-018 and MM No. 14-016 remain in effect and are incorporated by reference.

The amended project is consistent with the zoning, grading cultural resources, water quality, and OWTS requirements of the LCP. The project, as conditioned, has been determined to be consistent with all applicable LCP codes, standards, goals, and policies.

A. General Coastal Development Permit (LIP Chapter 13)

LIP Section 13.9 requires that the following four findings be made for all CDPs.

Finding A1. That the project as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified City of Malibu Local Coastal Program.

The previously approved project and the amended project have been reviewed for conformance with the LCP by the Planning Department, City Environmental Health Administrator, City Public Works Department, and City geotechnical staff. The amended project, as conditioned, conforms to the LCP in that it meets all of the required development standards of the RR-1 zoning district, with incorporation of the site plan review and minor modification. The revised grading configuration complies with the LCP in that it does not exceed the 1,000 cubic yard limitation per residential lot of the LCP, does not result in scenic or visual resource impacts and reduces the amount of export from the site by 600 cubic yards, thereby reducing construction traffic impacts.

Finding A2. If the project is located between the first public road and the sea, that the project conforms to the public access and recreation policies of Chapter 3 of the Coastal Act of 1976 (commencing with Sections 30200 of the Public Resources Code).

The project is located between the first public road and the sea but will not impact public access or recreation because the project site is located inland and not located along the shoreline. In addition, the project site has no trails on or adjacent to it according to the LCP Park Lands Map. The site survey identifies an unimproved and unofficial 30-foot wide bridal trail easement that runs along the western portions of Wildlife Road in front the project site. However, the proposed project does not affect

potential future use of this trail easement. The project will not result in significant impacts on public access or recreation. Therefore, the project conforms to the public access and recreation policies of Chapter 3 of the Coastal Act of 1976 (commencing with Section 30200 of the Public Resources Code).

Finding A3. The project is the least environmentally damaging alternative.

As previously discussed in Section 4, the project is categorically exempt from CEQA. The proposed project would not result in significant adverse effects on the environment, within the meaning of CEQA, and there are no further feasible alternatives that would further reduce any impacts on the environment. The project complies with the residential development requirements of the LCP and is consistent with the Rural Residential-One Acre (RR-1) zoning classification of the subject parcel. The proposed project allows for a new two-story single-family residential structure, landscaping and hardscape, wall and fences, and a pool, all of which are permitted uses within the rural residential zoning classification of the subject property. The project will not result in potentially significant impacts on the physical environment.

Three alternatives were considered to determine which was the least environmentally damaging.

1. No Project – The no project alternative would avoid any change to the project site, and hence, any change to natural resources. The project site is zoned RR-1 which allows for single-family residential development and the owner's objectives include a new two-story residence. Therefore, the no project alternative would not accomplish any of the project objectives and therefore, is not viable.

2. Previously Approved Project Amendment with Less Grading - The non-exempt grading quantities of the amended project could be reduced by maintaining the pool and rear yard configuration in the originally approved format. However, the property owner prefers to have the pool along the southeastern property line and a larger level yard area. The proposed grading complies with the non-exempt grading limits of the LCP, is not visible from public scenic viewing areas and is similar to other backyards in the area. The amended grading plan also reduces soil export, associated truck trips, and offsite disposal which would reduce temporary air quality and noise impacts. With the inclusion of the revisions to Condition No. 15, the grading of the proposed project is also revised to include a terraced wall design which creates slopes that look similar to the natural topography along with additional landscaping to further reduce the visual impacts, and avoid a manufactured appearance. An amended project alternative with less grading does not offer substantial environmental advantages, and presents a more manufactured appearance due to the single retaining wall at the property line that does not conform as closely to the natural topography.

3. Proposed Project –The amended project maintains essentially the same residence design as the original project, except that less reduction of the front yard setback is proposed compared to the originally approved front yard setback, and a new covered balcony has been added. The disturbed development area has not changed. Two accessory pavilions have been eliminated and the amount of exported soil has been reduced. The proposed amended project conforms to all residential development criteria, and all required findings to support the site plan review and minor

modification can be made.

Finding A4. If the project is located in or adjacent to an environmentally sensitive habitat area pursuant to Chapter 4 of the Malibu LIP (ESHA Overlay), that the project conforms with the recommendations of the Environmental Review Board, or if it does not conform with the recommendations, findings explaining why it is not feasible to take the recommended action.

The subject parcel is not located in ESHA or ESHA buffer as depicted on the LCP ESHA and Marine Resources Overlay Map, and the project avoids slopes of 4:1 and steeper per LIP Section 4.6.1(A). Therefore, the amended project does not require review by the ERB. The City Biologist reviewed the amended project and determined that it is consistent with the LCP.

B. Site Plan Review Structure Height in Excess of 18 feet (LIP Section 13.27.5)

LIP Section 13.27.5(A) requires that the City make four findings in the consideration and approval of a site plan review for construction in excess of the City's base 18 feet in height up to 28 feet for a pitched roof. Two additional findings are required pursuant to Malibu Municipal Code (MMC) Section 17.62.050. Based on the evidence contained within the record, the required findings for SPR No. 14-018 are made as follows.

Finding B1. The project is consistent with policies and provisions of the Malibu LCP.

As discussed in Finding A1, the revised project has been reviewed for all relevant policies and provisions of the LCP. The amended project is consistent with the LCP in that the proposed project is located within the RR-1 zone which allows for residential use and complies with applicable development standards. The project is also consistent with the Rural Residential General Plan land use designation. Based on submitted plans, reports, visual impact analysis, detailed site investigation, and revised conditions of approval it has been determined that the amended project is consistent with all applicable policies and provisions of the LCP.

Finding B2. The project does not adversely affect neighborhood character.

The revised project proposes a two-story single-family residence within a single-family residential neighborhood. Story poles were placed on the site to demonstrate the size, mass, and bulk of the revised residence location, and to demonstrate the amended project's potential for aesthetic changes to the site relative to nearby properties. Two-story residences are common in the area and are sited at a variety of setbacks from the street. The amended project's height and bulk, and new second floor balcony, as sited based on the increased front yard setback, will not adversely affect neighborhood character because the residence will be similar in height, size and siting to other residences and structures in the vicinity. Furthermore, neighboring properties are separated by mature vegetation and additional landscaping will be installed pursuant to the revised conditions of approval to maintain privacy between the project site and the surrounding properties and to reduce the appearance of manufactured slopes. Therefore, the amended project does not adversely affect neighborhood character.

Finding B3. The project provides maximum feasible protection to significant public views as required by Chapter 6 of the Malibu LIP.

As discussed in Finding B2, staff visited the site after the story poles were installed and evaluated the revised project as it relates to public views. Based on the review of the project plans and the site visit, it was determined that the proposed residential development would not be visible from any public scenic viewing area. Therefore, the proposed amended project is not expected to have a significant adverse effect on public views.

Finding B4. The proposed project complies with all applicable requirements of state and local law.

The revised project will comply with all applicable requirements of State and local law and is conditioned to comply with any relevant approvals, permits and licenses from the City of Malibu. The revised project has been reviewed and conditionally approved by the Planning Department, City Environmental Health Administrator, City Geologist, and City Public Works Department, and it meets the City's residential development policies. The revised project must also be approved by the City Building Safety Division, as applicable, prior to the issuance of building permits.

Finding B5. The project is consistent with the City's general plan and local coastal program.

Parcels in the immediate vicinity are also zoned for residential use. The project is consistent with the rural residential designation for the site as noted in the General Plan and LCP and immediate vicinity.

Finding B6. The portion of the project that is in excess of 18 feet in height does not obstruct visually impressive scenes of the Pacific Ocean, off-shore islands, Santa Monica Mountains, canyons, valleys or ravines from the main viewing area of any affected principal residence as defined in MMC Section 17.40.040(A)(17).

Based on the visual impact analysis (aerial photographs, site visits and story poles) and review of the revised project plans, the revised single-family residential design does not impact the primary views of neighboring residential properties. The residences located west and east of the subject parcel have limited, if not obscured, views of the ocean to the southwest and to the east, and the mountains to the north. Furthermore, the existing residential properties located west and east will be surrounded by the proposed landscaping along both property lines. A primary view determination conducted at 6855 Wildlife Road (adjacent to the east) demonstrated no primary view impacts from the proposed amended project. Given the location of the proposed residence, the proposed residence is not expected to obstruct the neighbors' views of the Pacific Ocean or the nearby open space areas.

C. Minor Modification for an 18 Percent Reduction of the Front Yard Setback (LIP Section 13.27)

A minor modification is proposed for an 18 percent reduction of the front yard setback from the required 65 feet to the proposed 53.4 feet for the amended project, rather than the 40 percent reduction of the original project. The findings required by LIP Section 13.27.5(B) for this reduced minor

modification can be made for the amended project.

Finding C1. The project is consistent with policies and provisions of the Malibu LCP.

As previously discussed in Finding A1, the revised project, with inclusion of the proposed site plan review and minor modification, as designed and conditioned, conforms to all applicable LCP policies and provisions.

Finding C2. That the project does not adversely affect neighborhood character.

The revised project is not expected to adversely affect neighborhood character. The reduced front yard setback of 53.4 feet would exceed the front yard setback for the adjacent residences located at 6835 Wildlife Road and 6844 Wildlife Road (30 feet). The proposed project would also install landscaping along the property's Wildlife Road frontage, which would help maintain the existing Wildlife Road streetscape aesthetic. Therefore, the revised project would not adversely impact neighborhood character.

Finding C3. The proposed project complies with all applicable requirements of state and local law.

As previously discussed in Finding B4, the revised project complies with all requirements of State and local law.

D. Environmentally Sensitive Habitat Area Overlay (LIP Chapter 4)

As previously discussed in Finding A4, the subject parcel is located within the Point Dume area and is located on slopes flatter than 25 percent and does not contain ESHA or ESHA. Accordingly, the supplemental ESHA findings are not applicable.

E. Native Tree Protection (LIP Chapter 5)

The provisions of the Native Tree Protection Chapter only apply to those areas containing one or more native Oak, California Walnut, Western Sycamore, Alder or Toyon trees that has at least one trunk measuring six inches or more in diameter, or a combination of any two trunks measuring a total of eight inches or more in diameter, 4.5 feet from the ground. No native trees are proposed to be removed or impacted as part of the revised project scope of work. Therefore, the findings in LIP Chapter 5 are not applicable.

F. Scenic, Visual and Hillside Resource Protection (LIP Chapter 6)

The Scenic, Visual and Hillside Resource Protection Ordinance governs those CDP applications concerning any parcel of land that is located along, within, provides views to or is visible from any scenic area, scenic road, or public viewing area. Based on site reconnaissance and review of the project plans, the subject property is not visible from Pacific Coast Highway or other scenic roads.

The project site has no trails on or adjacent to it according to the LCP Park Lands Map. The unimproved and unofficial bridal trail easement runs along Wildlife Road and the project site would be visible from the trail alignment. However, since it is an unimproved and future trail, no scenic vistas are offered. Moreover, the existing residential development located along Wildlife Road already eliminates scenic views of the ocean and mountains. Therefore, the scenic, visual and hillside resource protection findings contained in LIP Chapter 6 are not applicable.

G. Transfer of Development Credit (LIP Chapter 7)

Pursuant to LIP Section 7.2, the transfer of development credits only applies to land divisions and/or new multi-family development in specified zoning districts. The proposed CDPA does not involve a land division or multi-family development. Therefore, the findings in LIP Chapter 7 are not applicable.

H. Hazards (LIP Chapter 9)

Pursuant to LIP Section 9.3, written findings of fact, analysis and conclusions addressing geologic, flood, and fire hazards, structural integrity or other potential hazard must be included in support of all approvals, denials or conditional approvals of development located on a site or in an area where it is determined that the proposed project causes the potential to create adverse impacts upon site stability or structural integrity.

For the original project, the applicant submitted a series of geotechnical reports prepared by GeoConcepts, Inc., all of which have been reviewed by the City Geotechnical staff for the hazards listed in LIP Sections 9.2(A)(1-7). Analysis also included review of the City of Malibu General Plan and review of the hazards designation in the City of Malibu's Geographic Information System (GIS). City Geotechnical staff determined that the amendments to the project did not modify any of the conclusions made during the Planning level review of the original project. The modified residence and pool location and increased grading were already approved through the plan check process. Thus, City Geotechnical staff determined the proposed amended project did not require further Planning level review, and the previously made findings still apply. No revised findings are required.

I. Shoreline and Bluff Development (LIP Chapter 10)

LIP Section 10.3 requires that shoreline and bluff development findings be made if the project is anticipated to result in potentially significant adverse impacts on coastal resources, including public access and shoreline sand supply. The project is not located along the shoreline or on a bluff; therefore, is not anticipated to result in such impacts. The findings in LIP Chapter 10 are not applicable.

J. Public Access (LIP Chapter 12)

LIP Chapter 12 requires public access for lateral, bluff-top, and vertical access near the ocean, as well as trail access, and recreational access when applicable. No onsite vertical, lateral, bluff-top, or trail access is currently provided on the subject parcel. The project site is located inland, away from the ocean. The proposed project will not adversely affect, either individually or cumulatively, the ability

of the public to reach and use public tidelands and coastal resources. The findings in LIP Chapter 12 are not applicable.

K. Land Division (LIP Chapter 15)

This project does not include a land division; therefore, the findings in LIP Chapter 15 do not apply.

SECTION 6. Action.

Based on the foregoing findings and evidence contained within the record, the City Council hereby approves Coastal Development Permit Amendment No. 16-006 and Site Plan Review No. 13-050, subject to the following conditions.

No other changes to the conditions contained in Planning Commission Resolution No. 15-04 are made by this amendment and all other applicable findings, terms, and/or conditions contained in Resolution No. 15-04 remain in full force and effect.

SECTION 7. Conditions of Approval.

1. The applicants and property owners, and their successors in interest, shall indemnify, defend and hold harmless the City of Malibu and its elected and appointed officials, officers, employees and agents from and against any and all claims, actions, proceedings, liabilities and costs brought against the City and its elected and appointed officials, officers, employees and agents relating to the City's actions concerning this project, including but not limited to any proceeding under CEQA. This indemnification shall include (without limitation) damages, fees, and/or costs awarded against the City, cost of suit, attorney's fees, and any award of litigation expenses in favor of any person or entity who seeks to challenge the validity of any of the City's actions or decisions in connection with this project. The City shall have the sole right to choose its counsel and the property owners shall reimburse the City's expenses incurred in its defense of any lawsuit challenging the City's actions concerning this project and the City's costs, fees, and damages that it incurs in enforcing the indemnification provisions set forth in this section.

2. Approval of this application is to allow for the project described herein. The approved project is limited to:
   a. Previously completed onsite demolition of improvements and septic system;
   b. SPR No. 14-018 for construction up to 28 feet with a pitched roof; and
   c. MM No. 14-016 for reduction of the required front yard setback from 65 feet to 53.4 feet.
   d. Construction of a:
      i. 6,632 square-foot, two-story residence with an attached 628 square-foot two-car garage up to 28 feet in height;
      ii. 999 square-foot basement (exempt from TDSF);
      iii. 36 square feet of covered porches projecting over six feet (included in TDSF);
      iv. New second floor covered balcony less than six feet deep;
      v. Concrete driveway with three unenclosed parking spaces;

vi. Pool and pool equipment;
vii. Landscaping, hardscape, outdoor barbeque, entry gates, fencing, and walls;
viii. AOWTS; and
ix. Grading and retaining walls.

3. Subsequent submittals for this project shall be in substantial compliance with site plans on-file with the Planning Department, dated **July 21, 2016**. In the event the project plans conflict with any condition of approval, the condition shall take precedence.

4. Pursuant to LIP Section 13.18.2, this permit and rights conferred in this approval shall not be effective until the property owner signs and returns the Acceptance of Conditions Affidavit accepting the conditions set forth herein. The applicant shall file this form with the Planning Department within 10 days of the Planning Commission's resolution and prior to issuance of any development permits. Pursuant to LIP Section 13.20, development pursuant to an approved CDP shall not commence until the CDP is effective. The CDPA is not effective until all appeals, including those to the California Coastal Commission, have been exhausted. In the event that the California Coastal Commission denies the permit or issues the permit on appeal, the coastal development permit approved by the City is void.

5. This resolution, signed Acceptance of Conditions Affidavit and all Department Review Sheets attached as Exhibit I to the September 26, 2016 City Council agenda report for this project shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans submitted to the City Environmental Sustainability Department for plan check, and the City Public Works Department for an encroachment permit (as applicable).

Biology/Landscaping

6. Prior to Final Plan Check Approval, if your property is serviced by Los Angeles County Waterworks District No. 29, please provide landscape water use approval from that department. For approval contact:
   Kirk Allen
   Address: 1000 S. Freemont Ave., Building A-9 East, 4th Floor – "Waterworks Division"
   Alhambra, CA 91803
   Email: Kallen@DPW.LACOUNTY.GOV
   Phone: (626) 300-3839

7. Vegetation shall be situated on the property so as not to significantly obstruct the primary view from private property (as defined by MMC Section 17.45.050) at any given time (given consideration of its future growth). The vegetation shall also be maintained so that the residential structures are screened to the maximum extent feasible.

8. The use of building materials treated with toxic compounds such as copper arsenate is prohibited.

9. Prior to installation of any landscaping, the applicant shall obtain a plumbing permit for the proposed irrigation system from the Building and Safety Division.

10. Prior to or at the time of a Planning Department final inspection, the property owner/applicant shall submit to the case planner a copy of the plumbing permit for the irrigation system installation that has been signed off by the Building Safety Division.

11. Prior to final landscape inspection, provide a signed copy of the Certificate of Completion, certifying the irrigation installation and operational efficiency is consistent with the approved plans.

12. Invasive plant species, as determined by the City of Malibu, are prohibited.

13. Night lighting from exterior and interior sources shall be minimized. All exterior lighting shall be low intensity and shielded so it is directed downward and inward so that there is no offsite glare or lighting of natural habitat areas.

14. Pursuant to LIP Section 4.6.1.A, all development (except the installation of fencing required to secure the property) is prohibited on slopes of 25% (4:1) and steeper.

15. Condition No. 14 of Planning Commission Resolution No. 15-04 is revised to read as follows: Terraced retaining walls shall be constructed along the southeast property line and shall be setback a sufficient distance from the southeastern property line. The pool shall also be located so that it is setback at least 45 feet from the southeastern property line. Terraced walls each with a height necessary to support the adjacent grade shall be constructed and screened by vines or other similar plant species planted in front of and behind the walls facing the southeast property line. The landscaping shall be planted in a location that screens the majority of the retaining walls within one year of the date the certificate of occupancy is issued for the single-family residence. The general types of plants to be used for screening shall be noted on the final landscaping plan and shall be reviewed and approved by the City Biologist prior to issuance of building permits. The vegetation planted to screen the walls shall be continuously maintained so that the majority of the wall surfaces remain covered with vegetation. Substitution of individual plant species is allowed consistent with the types approved by the City Biologist in order to ensure the success of the landscape screening.

<u>Lighting</u>

16. Exterior lighting shall be minimized, shielded, or concealed and restricted to low intensity features, so that no light source is directly visible from public view. Permitted lighting shall conform to the following standards:
    a. Lighting for walkways shall be limited to fixtures that do not exceed two feet in height and are directed downward, and limited to 850 lumens (equivalent to a 60 watt incandescent bulb);

b. Security lighting controlled by motion detectors may be attached to the residence provided it is directed downward and is limited to 850 lumens;
c. Driveway lighting shall be limited to the minimum lighting necessary for safe vehicular use. The lighting shall be limited to 850 lumens;
d. Lights at entrances as required by the Building Code shall be permitted provided that such lighting does not exceed 850 lumens;
e. Site perimeter lighting shall be prohibited; and
f. Outdoor decorative lighting for aesthetic purposes is prohibited.

17. Night lighting for sports courts or other private recreational facilities shall be prohibited.

18. No permanently installed lighting shall blink, flash, or be of unusually high intensity or brightness. Lighting levels on any nearby property from artificial light sources on the subject property shall not produce an illumination level greater than one foot candle.

19. Night lighting from exterior and interior sources shall be minimized. All exterior lighting shall be low intensity and shielded directed downward and inward so there is no offsite glare or lighting of natural habitat areas. High intensity lighting of the shore is prohibited.

SECTION 8. 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 26th day of September 2016.

LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

CHRISTI HOGIN, City Attorney

Coastal Commission Appeal - An aggrieved person may appeal the City Council's decision to the Coastal Commission within 10 working days of the issuance of the City's Notice of Final Action. Appeal forms may be found online at www.coastal.ca.gov or in person at the Coastal Commission South Central Coast District office located at 89 South California Street in Ventura, or by calling (805) 585-1800. Such an appeal must be filed with the Coastal Commission, not the City.

Any action challenging the final decision of the City made as a result of the public hearing on this application must be filed within the time limits set forth in Section 1.12.010 of the M.M.C. and Code of Civil Procedure. Any person wishing to challenge the above action in Superior Court may be limited to raising only those issues they or someone else raised at the public hearing, or in written correspondence delivered to the City of Malibu at or prior to the public hearing.

City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 456-7650 · www.malibucity.org

RECEIVED
AUG 11 2016
PLANNING DEPT.

COASTAL DEVELOPMENT PERMIT APPEAL SUBMITTAL

Actions Subject to Local Appeal: Pursuant to Local Coastal Program (LCP) Local Implementation Plan (LIP) Section 13.20.1 (Local Appeals), a decision or any portion of the decision of the Planning Director may be appealed to the Planning Commission by an aggrieved person, and any decision of the Planning Commission may be appealed to the City Council by an aggrieved person.

Deadline and Fees: Pursuant to LIP Section 13.20.1, an appeal shall be filed with the City Clerk within 10 days following the date of action for which the appeal is made, as indicated in the decision. If the tenth day falls on a weekend or a City-recognized holiday, the deadline shall extend to the close of business at City Hall on the first business day (whether whole or partial) following the weekend or a City-recognized holiday. Appeals shall be accompanied by the filing fee of $500 as specified by the City Council.

To perfect an appeal, the form must be completed, together with all the necessary attachments, and must be timely received by the City Clerk either in person or by mail addressed to City of Malibu, Attn: City Clerk, 23525 Stuart Ranch Road, Malibu, CA 90265. For more information, contact Patricia Salazar, Senior Administrative Analyst, at (310) 456-2489, extension 245.

Part I. Project Information

1. What is the file number of the Coastal Development Permit you are appealing?
   Coastal Development Permit Amendment No. 16-006
2. On what date was the decision made which you are appealing?
   August 1, 2016
3. Who made the decision you are appealing?

   ☐ Planning Director ☒ Planning Commission
4. What is the address of the project site at issue?
   6847 Wildlife Road, Malibu, CA 90265

Part II. Appeal Summary

1. Indicate your interest in the decision by checking the appropriate box.

   ☒ I am the Applicant for the project

   ☐ I am the neighbor

   ☐ Other (describe)_____

2. If you are not the applicant, please indicant the applicant's name:
I am the applicant. My name is Joseph Lezama

3. Indicate the nature of your appeal.

   a) Are you appealing the ☐ approval or ☐ the denial of the application or ☒ a condition of approval?

   b) Each approval is accompanied by a list of specific conditions. If you are appealing one or more of the conditions of approval, list the condition number and state the grounds for your appeal. (Attach extra sheets if necessary.)

   I am appealing condition number 14. The grounds for my appeal are attached.

4. Check the appropriate box(es) to indicate which of the following reasons forms the basis of your appeal:

   ☒ The findings or conditions are not supported by the evidence, or the decision is not supported by the findings: or

   ☐ There was a lack of fair or impartial hearing: or

   ☐ The decision was contrary to law.

   You must next provide a specific statement in support of each of the bases for appeal that you have checked above. Appeals that are stated in generalities, legal or otherwise, are not adequate. (Attach extra sheets if necessary.)

   The grounds for my appeal are attached.

   Each coastal development permitting decision made by the Planning Director or the Planning Commission is accompanied by written findings. The written findings set forth the basis for the decision. If you have checked the first box in this section as a ground for your appeal, you must indicate the specific finding(s) you disagree with and give specific reasons why you believe the finding(s) is/are not supported by the evidence or why the decision is not supported by the findings. Appeals stated in generalities, legal or otherwise, are not adequate. (Attach extra sheets if necessary.)

   The grounds for my appeal are attached.

Part III. Appeal Checklist

ALL of the following must be timely filed to perfect an appeal.

1. ☒ Completed Appeal Checklist (This form with appellant's signature)

2. ☒ Appeal Fee $500

   The appeal fee must be submitted in the form of a check or money order made payable to the City of Malibu. Cash will not be accepted.

3. ☐ Certified Public Notice Property Owner and Occupant Addresses and Radius Map
   Due Monday, 8/22/16

   Public Notice of an appeal must conform to the manner in which the original notice was given.

   - The addresses of the property owners and occupants within the mailing radius shall be provided on a compact disc in a Microsoft Excel spreadsheet. The spreadsheet shall have the following column headers in row one: 1) name, 2) address, 3) city, state & zip code, and 4) parcel (for APN). The owners should be listed first followed by the occupants. The project applicant's mailing address should be added at the end of the list.
   - An additional column for "arbitrary number" may be included if the supplied radius map utilizes such numbers for the purpose of correlating the addressee to their map location.
   - Printouts of the excel spreadsheet and radius map, certified by the preparer as being accurate, must be provided.
   - The radius map (8½" x 11") shall show a 500 foot radius* from the subject property and must show a minimum of 10 developed properties. A digital copy of the map shall be submitted on the same cd as the mailing addresses.

   *Properties zoned RR-10, RR-20, or RR-40 require a 1,000-foot radius notification.
   **Note that updated mailing labels may be requested by the project planner prior to deeming the application complete.

Part IV. Signature and Appellant Information

I hereby certify that the appeal submittal contains all of the above items. I understand that if any of the items are missing or otherwise deficient, the appeal is ineffective and the filing fee may be returned. IN ORDER TO PERFECT AN APPEAL, ALL APPEAL SUBMITTALS MUST BE COMPLETE BY THE DEADLINE. NO EXTENSIONS WILL BE ALLOWED FOR APPELLANTS WHO ONLY PARTIALLY COMPLY WITH THESE REQUIREMENTS AS OF THE DEADLINE. IF AN APPEAL IS NOT PERFECTED BY THE DEADLINE, THE DECISION BECOMES FINAL.

Joseph Lezama
PRINT APPELLANT'S NAME

310.456.5905
TELEPHONE NUMBER

APPELLANT'S SIGNATURE

2016·08·10
DATE

Appellant's mailing address: 21235 Pacific Coast Highway, Malibu, CA 90265

Appellant's email address: joseph@buaia.com

OFFICE USE ONLY

Action Appealed: CDPA 16-006

Appeal Period: 8/2/16 – 8/11/16

Date Appeal Form and required documents submitted: 8/11/16 Received by: PSalazar

Appeal Completion Date: _____ by: _____
(Name, Title)

1. Labels due on Monday 8/22/16
2. Provide Richard Sperber's signature if he is the appellant.

Part IV. Signature and Appellant Information

I hereby certify that the appeal submittal contains all of the above items. I understand that if any of the items are missing or otherwise deficient, the appeal is ineffective and the filing fee may be returned. IN ORDER TO PERFECT AN APPEAL, ALL APPEAL SUBMITTALS MUST BE COMPLETE BY THE DEADLINE. NO EXTENSIONS WILL BE ALLOWED FOR APPELLANTS WHO ONLY PARTIALLY COMPLY WITH THESE REQUIREMENTS AS OF THE DEADLINE. IF AN APPEAL IS NOT PERFECTED BY THE DEADLINE, THE DECISION BECOMES FINAL.

Richard Sperber
PRINT APPELLANT'S NAME

310-251-7000
TELEPHONE NUMBER

APPELLANT'S SIGNATURE

AUG-22-16
DATE

Appellant's mailing address: 6835 WILDLIFE ROAD MALIBU CA 90265

Appellant's email address: RSPERBER457@GMAIL.COM

OFFICE USE ONLY

Action Appealed: _____

Appeal Period: _____

Date Appeal Form and required documents submitted: _____ Received by: _____

Appeal Completion Date: _____ by: _____
(Name, Title)

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RECEIVED
AUG 11 2016
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August 11, 2016

City of Malibu Planning Department
Attn.: Bonnie Blue, AICP
23825 Stuart Ranch Road
Malibu, CA 90265

Re: CDP Appeal of Conditions
CDPA 16-006
6847 Wildlife Road
Malibu, CA 90265

Dear Ms. Blue:

This letter serves as the Grounds for Appeal by our client, Mr. Richard Sperber, for his appeal of Condition of Approval 14 (revisions to design of side yard retaining wall) and Conditions of Approval 15 through 18 (additional backyard lighting restrictions), in Coastal Development Permit (CDP Amendment 16-006). This CDP Amendment is for the development of a new single-family home (replacing a pre-existing single-family home) at 6847 Wildlife Road. The Planning Commission adopted Resolution 16-17, on August 1, 2016.

Appeal of Condition of Approval 14:

Condition 14 states:

> "To soften its appearance, the six foot retaining wall located along the southeastern property line shall be designed as a planted 'green' wall with plantings (not vines) incorporated into the structure of the wall facing the southeastern property line. The wall shall achieve at least 75 percent vegetative coverage within six months of the date the certificate of occupancy is issued for the single-family residence. The general types of plants to be incorporated into the green wall shall be noted on a final landscaping plan and shall be reviewed and approved by the City Biologist prior to issuance of building permits. The green wall shall be offset a sufficient distance away from the southeastern property line so as to allow routine maintenance of the green wall vegetation by the applicant. The

21235 Pacific Coast Highway
Malibu, CA 90265
310.456.5905

green wall shall be continuously maintained so that the wall surface remains at least 75 percent covered with vegetation. Substitution of individual plant species is allowed consistent with the types approved by the City Biologist in order to ensure the success of the green wall."

We appeal this Condition.

History and Grounds for Appeal:

On August 1, 2016 the City of Malibu's Planning Commission Approved CDP Amendment 16-006 to increase the front yard setback, revise the grading design and configuration of the pool and backyard amenities, and make other modifications to the previously approved single family residential development project. Although the Planning Commission determined this project to be consistent with all of the applicable Local Coastal Program (LCP) codes, standards, goals and policies, a Special Condition of Approval was read into the record by one Commissioner, at the Planning Commission Hearing, restricting this property's development beyond the development standards set forth in the LCP. We are appealing Condition of Approval Number 14 on the grounds that it wrongfully burdens our client's project, a single-family home, beyond the applicable development standard of the LCP's Local Implementation Plan (LIP) Section 3.5.3(5)(a), and is a burden not imposed on other similar retaining wall projects in the City, located between single-family homes.

The second half of LIP Section 3.5.3(5)(a) states that "...located on a front, side, or rear lot line...where such retaining wall contains a fill, the height of the retaining wall built to retain the fill shall be considered as contributed to the permissible height of a fence or wall; providing, however that in any event an open/permeable, non-view-obstructing fence of 42 inches may be erected at the top of the retaining wall for safety protection." The proposed six foot high retaining wall on the south east property line of Mr. Sperber's property, with a 42 inch non-view obstructing safety screen on top, fully complies with LIP Section 3.5.3(5)(a), and is being improperly burdened by Condition of Approval Number 14, of Planning Commission Resolution 16-17.

We also appeal Condition 14 because it states that there is a special need to soften the appearance of the conforming side yard retaining wall. As previously mentioned, the retaining wall on the south east property line fully complies with LIP Section 3.5.3(5)(a), and therefore should not require any further conditions to "soften" a code conforming retaining wall.

We also appeal Condition 14 because it requires that our client's proposed six foot high retaining wall be redesigned as a planted "green wall." This "green wall" concept, as proposed, is typically seen in large commercial retail properties. In fact, the Planning Commissioner that proposed it (Commissioner Brotman) asked that it be the same as a large "green wall" that he observed at the Century City shopping mall in West Los Angeles.

Redesigning the proposed six foot high retaining wall, which runs 200 feet in length along the south east property line, will have a grossly excessive financial impact upon this single-family homeowner. We estimate that the cost could be $250,000 or higher. Will such a burden now be imposed upon all code conforming backyard retaining walls in the City? If not, Condition of Approval 14 in unfair, and constitutes unequal treatment under the law. Condition 14 also lacks a substantial nexus, and is not roughly proportional, to any project impact and therefore constitutes a taking of our client's property without just compensation under *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987); and *Dolan v. City of Tigard*, 512 U.S. 374 (1994).

The incorporation of planting within the structure of the retaining wall will also jeopardize the long term structural integrity of the retaining wall, which holds back fill. Once the plants are established the root systems will find their way to soil and water sources by any means necessary, including through the mortar and stucco of the retaining wall. This survival instinct will force roots to expose and expand the smallest of cracks, rapidly deteriorating the wall. Accordingly, redesigning the retaining wall, as a planted "green wall," similar to "green walls" at large commercial retail facilities, requires great expense and will result in a shorter life expectancy for the retaining wall.

We also appeal Condition 14 because it requires at least 75 percent vegetative coverage within six months of the date that the certificate of occupancy is issued. Achieving 75 percent coverage of the retaining wall within six months of the certificate of occupancy is not realistic, given the rate of plant growth in such "green wall" structures. Keep in mind that the wall section in question is over 200 feet long.

We also appeal Condition 14 because it requires that the general types of plants to be incorporated into the "green wall" be re-submitted in a revised landscaping plan and submitted for review and approval by the City Biologist. Once again elements of this condition have significant financial implications on our client. This condition was also imposed without consideration of water budget calculations or runoff mitigation measures. Consequently, Condition 14 conflicts with other conditions/mitigation measures regulating water use, making compliance with <u>all</u> conditions impossible.

Most importantly, we appeal Condition 14 because it wrongfully forces our client to effectively give away a portion of his property, along a 200 foot property line, in order to install and maintain the "green wall." Not only does this language make a large portion of our client's property unusable, but it also leaves our client vulnerable to a lifetime of subjective maintenance requests from the neighboring property owner, and imposes liability for out of sight sprinkler malfunctions in the "green wall."

Requiring that a six foot high retaining wall be moved, planted, and maintained is an unnecessary condition for a conforming retaining wall, that complies with "LIP" Section 3.5.3(5)(a). Also, moving the retaining wall may increase the grading quantities for this project and consequently the number of truck trips needed to haul the dirt offsite.

Appeal of Conditions of Approval 15 through 18:

Again, with respect to Conditions of Approval 15 through 18, the Planning Commission imposed burdens that go well beyond existing City codes and standards with respect to preservation of night skies, despite being told by City Staff that code enforcement could address any violation of the City's existing night sky regulations in the future. Mr. Sperber objects and appeals Conditions of Approval 15 through 18 because they impose burdens that do not exist on any of his neighbors, and constitute unfair and unequal treatment under the law, that will adversely impact Mr. Sperber's use and enjoyment of his home and the resale value of the home. Moreover, Conditions of Approval 15 through 18 are the product of City Staff's creation and do not accurately reflect any motion by the Planning Commission.

Conclusion

In closing, the Staff Report and Resolution distributed on July 25, 2016 did not include Condition of Approval 14. The language of this condition is based exclusively on the discussion the Planning Commissioners had on the night of August 1, 2016. In listening to the video recording of the hearing, we found that the discussion that produced Condition 14 starts 3 hours and 9 minutes into the hearing. At no time during this discussion by the Planning Commissioners is a specified distance agreed upon between the property line and the retaining wall. The discussion only results in a request that our client mitigate the appearance of his conforming side yard retaining wall, by planting it and maintaining it as a "green wall." Consequently, Condition 14 is vague, and subject to future disputes.

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By imposing Condition 14 the Planning Commission imposed a continuing maintenance burden for a commercial-type "green wall," which is a burden that will run with the land and affect all future owners of the home for the rest of time. It is also a prescription for continuing conflicts between these two neighbors, and all future owners, regarding the quality of the "green wall" vegetation and its maintenance. Since the "green wall" is governed by Condition of Approval 14, the City will inevitably be dragged into all such future neighbor disputes, and potential litigation regarding such disputes.

There is a better way. It would be far better to require Mr. Sperber to comply with the standard retaining wall conditions that are consistent with LIP Section 3.5.3(5)(a). In addition to existing code requirements for side yard retaining walls, Mr. Sperber, in the interest of being a good neighbor, is certainly willing to stucco the six foot high retaining wall along its entire 200 foot length to improve its appearance and to install vines or other plants at its base, on his neighbor's property, at Mr. Sperber's expense, which can then be watered and maintained by his neighbor (the Farrars), as they deem appropriate. This would certainly be a more reasonable condition of approval than Condition of Approval 14, which seeks to recreate a commercial "green wall," as exists at the Century City shopping mall. Although we believe Commissioner Brotman was well-intentioned in proposing Condition of Approval 14, somewhat on the fly late in the evening, his personal appreciation for a "green wall" at the Century City shopping mall is not appropriate for a six foot high conforming retaining wall between two homes, on Wildlife Road, in the City of Malibu. Frankly, it is entirely out of place, and sets a bad precedent for all future side yard retaining wall projects in the City.

We trust that the grounds upon which we are basing our appeal of Condition 14 and Conditions 15 through 18 are clear. But please do not hesitate to contact me if you have any questions or comments regarding this matter.

Sincerely,

Joseph Lezama
Burdge & Associates Architects, Inc.

21235 Pacific Coast Highway
Malibu, CA 90265
310.456.5905

Chris and Christy Farrar
6855 Wildlife Road
Malibu, CA 90265

RECEIVED
AUG 11 2016
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August 11, 2016

City of Malibu
Attn: City Clerk
(Heather Glaser, Acting City Clerk)
23825 Stuart Ranch Road
Malibu, CA 90265

Re: Appeal of Planning Commission Approval of
Coastal Development Permit Amendment No. 16-006

Dear Ms. Glaser:

We have attached our Coastal Development Permit Appeal Submittal for the above-referenced Amendment. **We request that our appeal hearing be set for the City Council no earlier than sixty (60) days from today's date**. This Project has generated a great deal of interest from neighbors in the community and we want to make sure there is sufficient time, outside of vacation schedules and back-to-school activities, to allow neighbors to schedule the hearing so that they will have an opportunity to register their opinions in person for the Council Members. We also need sufficient time to secure experts, prepare exhibits, research codes, and otherwise prepare for the hearing so that the Council Members can have the best information possible to guide their decision.

Respectfully submitted,

Chris Farrar Christy Farrar

EXHIBIT C

City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 456-7650 · www.malibucity.org

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PLANNING DEPT.

COASTAL DEVELOPMENT PERMIT APPEAL SUBMITTAL

Actions Subject to Local Appeal: Pursuant to Local Coastal Program (LCP) Local Implementation Plan (LIP) Section 13.20.1 (Local Appeals), a decision or any portion of the decision of the Planning Director may be appealed to the Planning Commission by an aggrieved person, and any decision of the Planning Commission may be appealed to the City Council by an aggrieved person.

Deadline and Fees: Pursuant to LIP Section 13.20.1, an appeal shall be filed with the City Clerk within 10 days following the date of action for which the appeal is made, as indicated in the decision. If the tenth day falls on a weekend or a City-recognized holiday, the deadline shall extend to the close of business at City Hall on the first business day (whether whole or partial) following the weekend or a City-recognized holiday. Appeals shall be accompanied by the filing fee of $500 as specified by the City Council.

To perfect an appeal, the form must be completed, together with all the necessary attachments, and must be timely received by the City Clerk either in person or by mail addressed to City of Malibu, Attn: City Clerk, 23525 Stuart Ranch Road, Malibu, CA 90265. For more information, contact Patricia Salazar, Senior Administrative Analyst, at (310) 456-2489, extension 245.

Part I. Project Information

1. What is the file number of the Coastal Development Permit you are appealing?
   16-006
2. On what date was the decision made which you are appealing?
   August 1, 2016
3. Who made the decision you are appealing?

   ☐ Planning Director ■ Planning Commission

4. What is the address of the project site at issue?
   6847 Wildlife Road

Part II. Appeal Summary

1. Indicate your interest in the decision by checking the appropriate box.

   ☐ I am the Applicant for the project

   ■ I am the neighbor

   ☐ Other (describe)_____

2. If you are not the applicant, please indicant the applicant's name:
Wildlife II, LLC

3. Indicate the nature of your appeal.

   a) Are you appealing the ■ approval or ☐ the denial of the application or ☐ a condition of approval?

   b) Each approval is accompanied by a list of specific conditions. If you are appealing one or more of the conditions of approval, list the condition number and state the grounds for your appeal. (Attach extra sheets if necessary.)

4. Check the appropriate box(es) to indicate which of the following reasons forms the basis of your appeal:

   ☑ The findings or conditions are not supported by the evidence, or the decision is not supported by the findings: or

   ☑ There was a lack of fair or impartial hearing: or

   ☑ The decision was contrary to law.

   You must next provide a specific statement in support of each of the bases for appeal that you have checked above. Appeals that are stated in generalities, legal or otherwise, are not adequate. (Attach extra sheets if necessary.)

   Please see Attachment "A"

   Each coastal development permitting decision made by the Planning Director or the Planning Commission is accompanied by written findings. The written findings set forth the basis for the decision. If you have checked the first box in this section as a ground for your appeal, you must indicate the specific finding(s) you disagree with and give specific reasons why you believe the finding(s) is/are not supported by the evidence or why the decision is not supported by the findings. Appeals stated in generalities, legal or otherwise, are not adequate. (Attach extra sheets if necessary.)

   Please see Attachment "A"

Part III. Appeal Checklist

ALL of the following must be timely filed to perfect an appeal.

1. ☐ Completed Appeal Checklist (This form with appellant's signature)

2. ☐ Appeal Fee $500

   The appeal fee must be submitted in the form of a check or money order made payable to the City of Malibu. Cash will not be accepted.

3. ☐ Certified Public Notice Property Owner and Occupant Addresses and Radius Map

Public Notice of an appeal must conform to the manner in which the original notice was given.

- The addresses of the property owners and occupants within the mailing radius shall be provided on a compact disc in a Microsoft Excel spreadsheet. The spreadsheet shall have the following column headers in row one: 1) name, 2) address, 3) city, state & zip code, and 4) parcel (for APN). The owners should be listed first followed by the occupants. The project applicant's mailing address should be added at the end of the list.
- An additional column for "arbitrary number" may be included if the supplied radius map utilizes such numbers for the purpose of correlating the addressee to their map location.
- Printouts of the excel spreadsheet and radius map, certified by the preparer as being accurate, must be provided.
- The radius map (8½" x 11") shall show a 500 foot radius* from the subject property and must show a minimum of 10 developed properties. A digital copy of the map shall be submitted on the same cd as the mailing addresses.

*Properties zoned RR-10, RR-20, or RR-40 require a 1,000-foot radius notification.
**Note that updated mailing labels may be requested by the project planner prior to deeming the application complete.

Part IV. Signature and Appellant Information

I hereby certify that the appeal submittal contains all of the above items. I understand that if any of the items are missing or otherwise deficient, the appeal is ineffective and the filing fee may be returned. IN ORDER TO PERFECT AN APPEAL, ALL APPEAL SUBMITTALS MUST BE COMPLETE BY THE DEADLINE. NO EXTENSIONS WILL BE ALLOWED FOR APPELLANTS WHO ONLY PARTIALLY COMPLY WITH THESE REQUIREMENTS AS OF THE DEADLINE. IF AN APPEAL IS NOT PERFECTED BY THE DEADLINE, THE DECISION BECOMES FINAL.

Chris & Christy Farrar
PRINT APPELLANT'S NAME

(310)383-4754
TELEPHONE NUMBER

APPELLANT'S SIGNATURE

August 10, 2016
DATE

Appellant's mailing address: 6855 Wildlife Road, Malibu, CA 90265

Appellant's email address: cfarrar@velocitycommercial.com

OFFICE USE ONLY

Action Appealed: CDPA 16-006

Appeal Period: 8/2/16 – 8/11/16

Date Appeal Form and required documents submitted: 8/11/16 Received by: P Salazar

Appeal Completion Date: 8/11/16 by: P Salazar, Sr. Admin Analyst
(Name, Title)

Attachment "A" to
Chris and Christy Farrar and Children ("Appellants")
Appeal of Planning Commission Approval of
Coastal Development Permit Amendment No. 16-006
6847 Wildlife Road (the "Property")
Made on August 1, 2016

August 11, 2016

This Attachment "A" to the Appeal of the Planning Commission's approval of Coastal Development Permit Amendment No. 16-006 (the "Project") details the three (3) bases for the appeal. 1.) The Planning Commission's findings are not supported by evidence due to the Project's failure to comply with the Malibu Local Coastal Program (the "LCP"). Specifically, the Project fails to comply with the LCP because of its massive, destructive, and wholly unnecessary grading in violation of the express terms of the City's Grading Ordinance. The grading is also grossly out of character with the neighborhood. 2.) The decision to approve the Project was also made contrary to law because the Project will have significant environmental impacts, including impacts related to grading, aesthetics, and hydrology including run-off and drainage, which have not been properly identified or analyzed as required by the California Environmental Quality Act. 3.) Finally, this appeal is also based on the fact that the Appellants were not provided a fair and impartial hearing including but not limited to the fact that there was a substantial conflict of interest which was not disclosed at or prior to the hearing.

I. THE PLANNING COMMISSION'S DECISION IS NOT SUPPORTED BY THE FINDINGS AND THE FINDINGS ARE NOT SUPPORTED BY THE EVIDENCE FOR THE FOLLOWING REASONS:

A. Findings A1, B1, B4, B5, and C3 – that the Project conforms with the certified City of Malibu Local Coastal Program (the "LCP") and all applicable state and local laws – are not supported by the evidence because the Project violates the LCP's Grading Ordinance.

The Project violates both the clear letter and spirit of the City of Malibu Grading Ordinance of the Local Implementation Plan of the Malibu LCP (Chapter 8: the "Grading Ordinance"). The Grading Ordinance applies to this Project because it is a "development requiring a Coastal Development Permit that includes grading" (Chapter 8.2). The purpose of the Grading Ordinance is "**to ensure that new development minimizes the visual and resource impacts of grading and landform alteration**." (Chapter 8.1) The Project fails to minimize either the visual or the resource impacts of the grading, by unnecessarily raising the bulk of the Property by over five feet by piling on over 800 cubic yards of fill and substantially and adversely impacting the views from Appellants' and other neighbors' properties.

Chapter 8.3.A. of the Grading Ordinance expressly prohibits such excessive and unnecessary grading:

> Development shall be planned to fit the topography, soils, geology, hydrology, and other conditions existing on the site so that ***grading is kept to an absolute minimum.***

[Emphasis added.]

The Staff Report included a detailed table, comparing the Original Plans with the new Project in virtually every category – *except for grading impacts*. Instead, the Staff Report showed only the grading proposed for the new Project. This critical omission hid the true impact of the Project's grading. Here is the table that the Staff Report should have included to compare the grading for the Original Plans with that of the New Project:

Grading of Original Plans vs. New Project

(Non-Exempt Grading)	Original Plans	New Project
Cut	127	127
Fill	221	817
Total	348	944

This table demonstrates that grading has not, in fact, been kept to an "absolute minimum," which was 221 cubic yards of fill of the Original Plans. In fact, the Project proposes to increase total grading from 348 cubic yards to 944 cubic yards, just under maximum of 1,000 cubic yards.

The basis for this change has nothing to do with safety, geographic hardship, engineering or construction requirements or topographic uniqueness. The only justification offered by the Staff Report is that "*the property owner prefers to have the pool along the southeastern property line and a larger level yard area.*" (p 11, emphasis added). The property owner's whimsy does not justify the violation of the LCP's Grading Ordinance, or the substantial and permanent harm to the Appellants and the neighborhood. The Staff Report makes no effort to justify this whim of the property owner, a wealthy and influential resident of the City of Malibu, nor reconcile this stated whim with the clear directive provided in the Grading Ordinance—"Development shall be planned to fit the topography, soils, geology, hydrology, and other conditions existing on the site so that ***grading is kept to an absolute minimum.***"

The Staff Report made no effort to demonstrate how the Project has kept the grading to an "absolute minimum." Instead, the Staff Report's analysis treats the maximum of 1,000 cubic yards as a basic entitlement – as long as this threshold is not exceeded, the Planning Commission incorrectly presumes that no further showing is necessary. This expressly violates the LCP's Grading Ordinance, which requires that grading be kept to an "absolute minimum" even if grading moves less than 1,000 cubic yards. The Commission cannot unilaterally rewrite,

intentionally misinterpret or ignore a key provision of the Grading Ordinance in order to assist a wealthy and influential benefactor of the City. Furthermore, a violation of the express terms of an ordinance cannot be justified simply because nobody complained about prior violations, or due to the fact that the provision was routinely ignored in the past.

Section 8.3.E of the Malibu LCP's Grading Ordinance governs the design of grading, and provides that grading "***shall be designed to minimize the alteration of landforms*** by incorporating measures including, but not limited to the following:

1. ***Conforming to the natural topography. Contour grading shall be used to reflect original landform and result in minimum disturbance to natural terrain***."

[Emphasis added.]

The Staff Report failed to show how the grading was designed to minimize the alteration of landforms, conforms to the natural topography, or results in minimum disturbance to natural terrain. In fact, the Project fails to meet each of these criteria. The proposal by the Applicant would result in a virtually flat, unnatural landform, which varies substantially from the natural topography which presented a gently sloping grade toward the rear of the property. This was demonstrated by the pictures of the massive impact on the natural topography depicted in the pictures submitted to the Commission, two representative copies of which are appended hereto.

B. Finding A3 – that the Project is the least damaging alternative – is not supported by the evidence because the Project will unnecessarily and permanently alter the natural landform of the Property, whereas the original proposal met the Applicant's goals without the irreversible adverse environmental impacts.

The Staff Report indicates that the Project "reduces export, associated truck trips and offsite disposal," concluding that "less grading does not offer substantial environmental advantages." This statement is nonsense and finds no support in the record. Obviously dumping massive amounts of fill on one's property will reduce the truck trips to haul it away. This reduction in truck trips, and a dollar savings to the Project owner, however, has nothing to do with the analysis of the massive adverse impact to the topography and natural landform that the Planning Commission approved. The unfounded conclusion that **"less grading" offers no substantial environmental advantage"** is simply a conclusion without any foundational support. There is no analysis whatsoever by Planning to support this ridiculous conclusion. In fact, as noted above, the Staff Report took efforts to hide the massive amount of new grading that was being sought by the Applicant. Where is the environmental report to support this statement? It does not exist. The Grading Ordinance requires grading to be minimized, and an alternative that minimizes grading is the environmentally superior alternative. The Staff Report attempts to compare limited, temporary construction impacts from "truck trips" with the permanent, irreversible alteration of the natural landform – a significant environmental impact. Ironically, the source of 1,072 cubic yards of fill is the excavation of the Project's basement, so to the extent

the export of soil is an environmental concern, the remedy is not to pile the soil on-site, but to eliminate the basement: a solution assuring the natural landform both under the proposed house and in the backyard would be preserved permanently.

Finding A3 – "The project is the least environmentally damaging alternative" – is not supported by the evidence because the Project will result in destructive grading and massive landform alternation, which can be avoided merely by building the Project as originally proposed without the destructive grading. The extent of the destructive grading and massive landform alteration is perhaps best expressed by six photographs. **[Exhibit "1"]**. Where the two properties were previously at approximately the same elevation, the grading has led to an unnatural condition where the home on the subject property is substantially higher than the Appellants' property, who will now look out onto a massive retaining wall and handrail that soars to heights almost ten feet high, instead of looking across the Applicant's property to enjoy the natural canyon views, and Applicant and his guests will be able to peer down on Appellants' pool and backyard area, constitution a substantial invasion of their privacy and property values.

C. Findings B2 and C2 – that the Project does not adversely affect neighborhood character – are not supported by the evidence because the Project will result in massive landform alterations and result in a total 12 foot structure towering over their neighbors' property.

The Appellants' property was constructed with a modest 2½ foot retaining wall along the boundary with the Property. This Project would add, just three feet behind the Appellants' retaining wall, a 6 foot retaining wall, plus a 3½ foot handrail ("view permeable fencing", p 5) on top of the Appellants' property. This would substantially affect the character of the neighborhood, creating a cavernous, pit-like quality to the Appellants' backyard, impinging on their privacy, views, property values, and their sense of openness and private space.

II. THE DECISION TO APPROVE THE PROJECT WAS MADE CONTRARY TO LAW

The decision was made contrary to law, in particular the California Environmental Quality Act (Public Resources Code Sections 21000 et seq. – "CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq. – the "CEQA Guidelines") and the Malibu General Plan. The Planning Commission found the project to be exempt because it allegedly qualifies for an exemption for demolition of an existing single family residence (CEQA Guideline 15301(l)) and construction of a single family residence (CEQA Guideline 15303(a)) and appurtenant structures (CEQA Guideline 15303(e)), and because none of the six exceptions under CEQA Guideline 15300.2 apply to the exemptions. These conclusions were not only incorrect, but reached with no analysis or environmental analysis or report. However, when one examines this proposed project with a neutral eye, and not the bias eye of the Applicant's friend and colleague who is approving the Staff Report, one reaches the inescapable conclusion that several exceptions do apply, as the Project is located in a

particularly sensitive environment (CEQA Guideline 15300.2(a)) and will have cumulative impacts (CEQA Guideline 15300.2(b)), and because of unusual circumstances (CEQA Guideline 15300.2(c)). Accordingly, the Planning Commission's use of a CEQA exemption was inappropriate, and an Environmental Impact Report ("EIR") must be required before this abomination is allowed to proceed.

(a) The Project is located in an area where alteration of landform is a critical concern for which protective policies have been officially adopted in the Grading Ordinance, making the area of development particularly sensitive under CEQA exception 15300.2(a) and therefore rendering a CEQA exemption inappropriate.

a. The Project will set a serious and damaging precedent for the neighborhood and therefore result in significant cumulative impacts, qualifying under CEQA exception 15300.2(b) and rendering a CEQA exemption inappropriate. Regardless of the impact on the Appellants' property, the Project sets a dangerous and damaging precedent for the neighborhood as a whole. The Staff Report asserts without any backup that "the Planning Commission has regularly approved grading for typical accessory residential development if the 1,000 cubic yard limit is not exceeded and no public scenic views or resources are impacted." (p 9) This statement and Staff's statements to the Planning Commission indicate, in fact, that the Project would not set a precedent only because Staff has routinely ignored the requirements of the Grading Ordinance to keep grading at nearby projects to an "absolute minimum." Even if this unsupported conclusion is accepted, the regular approval of grading for accessory development truly begs the question. Presumably each development is unique in its location, topography views and grading and relocation of the dirt moved as a result of the particular development. For the Planning Commission to accept this absurd and unfounded conclusion as support for the approval of the massive amount of grading on this property that severely impacts the topography and views and drainage, is truly an act of ignoring the duties and responsibilities for which the Commissioners are charged when they accept their position. Moreover, routinely ignoring an ordinance in the past does not justify or support ignoring the ordinance in the future or under the consideration of the unique facts of this Project. In either case, further environmental review is required. The significant cumulative environmental impacts will occur in the areas of aesthetics (e.g. light and glare, views, sense of space and openness), geology and soil (e.g., grading), hydrology (e.g., run-off and drainage), land use and planning (e.g., conflict with established policies adopted for the purpose of avoiding environmental impacts), all of which have not been properly analyzed by the City under the California Environmental Quality Act. The

Planning Commission ignored all of these concerns simply to allow the Applicant to build a pool that was on the same level as his proposed first floor.

(b) The Project will have significant environmental impacts, cumulative and project-specific, because of unusual circumstances associated with the massive grading, qualifying under CEQA exception 15300.2(c) and rendering a CEQA exemption inappropriate. In making its recommendation, the Staff Report already has indicated the Project will result in truck trips hauling soil off-site as a result of the massive grading, but neither these temporary construction impacts nor the permanent, landform alteration impacts of grading on-site have been analyzed as they are required to be under CEQA. Grading on a scale which openly violates the express provisions of the Grading Ordinance will result in significant impacts on aesthetics (e.g. light and glare, views, sense of space and openness), geology and soil (e.g., grading), hydrology (e.g., run-off and drainage), land use and planning (e.g., conflict with established policies adopted for the purpose of avoiding environmental impacts), all of which have not been properly analyzed under the California Environmental Quality Act. Neighborhood views, privacy, feelings of openness and sense of space, and harmony with natural surroundings would all be sacrificed throughout the community if this approval stands and serves as a precedent.

(c) These impacts also violate the policies and principles of the Malibu General Plan (e.g., Conservation Implementation Measure 42 and LU Implementation Measure 4 requiring negative effects of grading to be minimized, and LU Implementation Measure 9 requiring that development not interfere with "public and private views and view corridors to the greatest extent feasible"), providing yet another basis for rejecting the Project as contrary to law. By significantly elevating the grade, without any reasonable justification (i.e. solely on the owner's whim), and adding landscaping, the Project will also unfairly impinge on the Appellants' substantive and due process private rights under the City's Citywide View Preservation and Restoration Ordinance by making it significantly more difficult to preserve and restore their protected views.

III. THE APPELLANTS WERE NOT PROVIDED WITH A FAIR AND IMPARTIAL HEARING IN VIOLATION OF THEIR CONSTITUTIANLLY GUARANTIED DUE PROCESS RIGHTS

Appellants were not provided with a fair and impartial hearing. First, the Applicant, Richard Sperber, as well as his architect for the Project, Douglas Burdge, currently serve on the Malibu Civic Center Design Standards Task Force along with Bonnie Blue, the Planning Director of the City of Malibu who formally approved the Staff Report recommending approval of Mr. Sperber's project. [See Exhibit "2"]. This inherent conflict of interest was not disclosed at

the hearing. Ms. Blue formally approved the Applicant's July 25, 2016 Supplemental Commission Agenda Report (See Supplemental Report, p. 1). The staff approval is a substantial benefit for the Applicant and provided him with a clear advantage when proceeding to the hearing. The conflict should have been disclosed at the hearing, and Ms. Blue should have recused herself entirely from the preparation, review and approval of the Supplemental Commission Agenda Report.

Chris Farrar asked to speak at (1:57 on the video feed timeline) to rebut certain comments by a subsequent speaker, Norm Haney, a self-described Malibu development expert commenting about the grading on the subject property and his interpretation of the subject laws and regulations. His request was summarily denied, despite the fact that his wife, Christy Farrar had approximately thirty seconds of unused time from her testimony before the Commission which should have been transferred to Chris Farrar. Although Mr. Farrar was subsequently brought back to the podium to address the Commission, it was only to answer questions from the Commission, not to provide his own rebuttal comments.

Unlike the Applicant, who was offered the chance to reserve time for rebuttal, the Appellants were not offered such a right. For example, the Applicant's attorney was offered the chance to rebut comments (commencing on 1:58 on the video feed). Neither the Appellants, nor their counsel, were permitted the right to rebut comments made by subsequent speakers. Such a failure to provide a rebuttal allowed subsequent speakers in favor of the Applicant to offer incorrect and misleading testimony without challenge, or correction, which could have had a substantive impact on the decision of the Commission. Basic fairness, as well as the Appellants' Due Process rights under the California and United States Constitutions, require both sides to be treated equally and fairly.

The hearing for the subject resolution was fraught with serious technical problems and had to be stopped on multiple occasions and for long periods of time (e.g. 1:08-1:27 on the video feed timeline). Appellant Chris Farrar even commenced speaking and was interrupted in mid - sentence by a staff member (1:46 on the video feed timeline), advised of a new technical problem and told to modify his presentation "on the fly" by providing additional descriptions, preparing a copy of his presentation and leaving it with staff, etc. This confusion has a negative impact on those who are not in the business of addressing governmental entities regarding complex issues.

Finally, two members of the Planning Commission were absent from the hearing, resulting in a bare minimum quorum. The Planning Commissioners who were present struggled mightily with the issues presented and attempted, in vain, to fashion some sort of solution or alternative. Commissioner Brotman, who voted in favor of the Application even expressed that he did so with a "heavy heart" (3:11 on the video timeline). In light of the complexity of these issues, and the substantial and unmitigateable harm which will occur to Appellants, the neighborhood and the environment, the hearing should have been continued until a later date when all planning commissioners could have been present to offer their guidance and input and

the technical problems have been corrected. August 1 is the height of the summer vacation season when commissioners can be expected to be out of town.

EXHIBIT 1

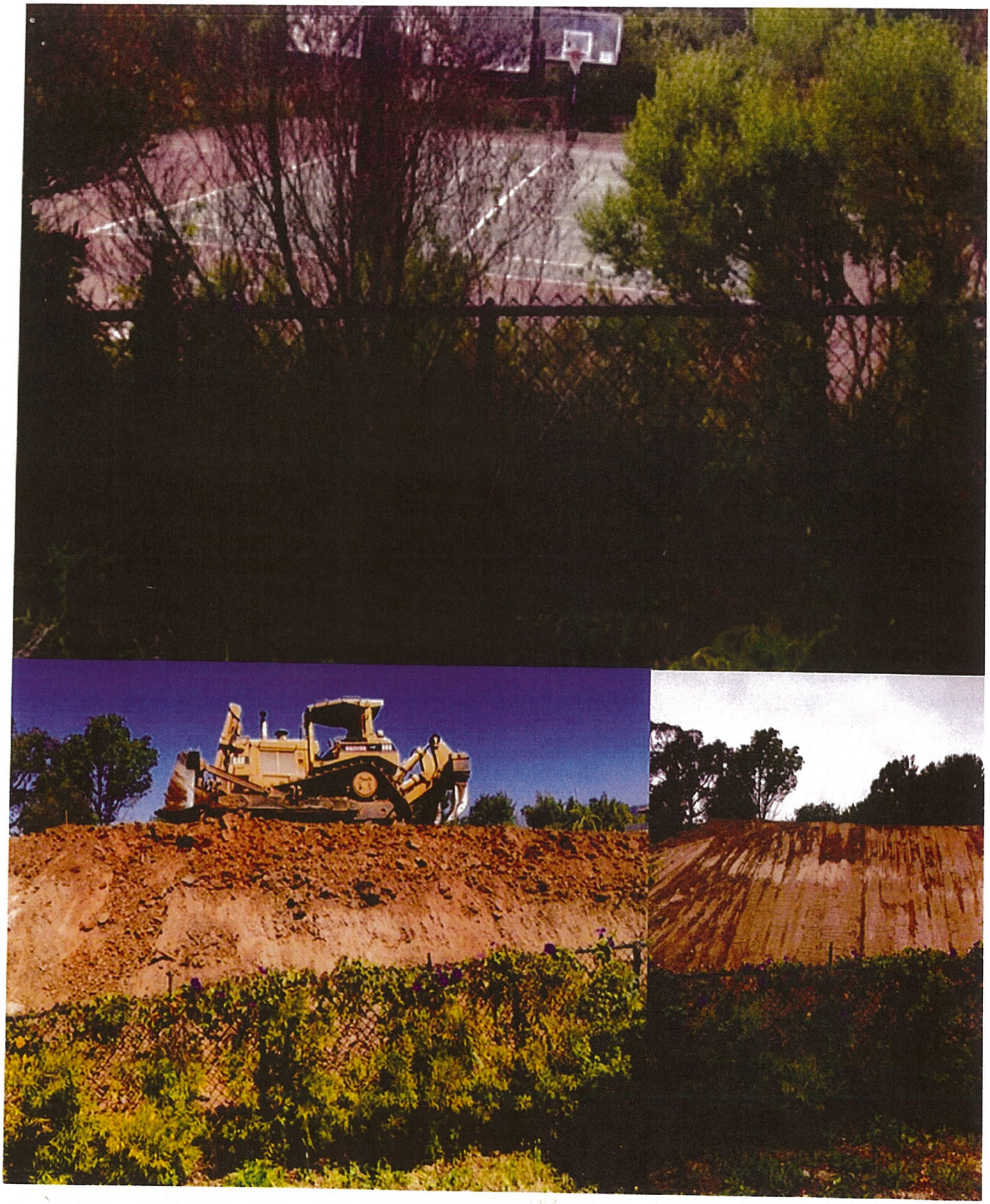


EXHIBIT 2

COMMITTEES

It is preferred that any contact with a Committee Member be directed through the assigned Staff contact at City Hall.

CIVIC CENTER DESIGN STANDARDS TASK FORCE

Meets as needed at City Hall
Resolution No. 14-62
Established by the City Council on July 14, 2014, the Civic Center Design Standards Task Force, along with assistance from technical consultants and staff, is tasked with establishing a set of Civic Center Design Standards as the first phase of a longer term goal of creating a Civic Center Specific Plan. The Task Force consists of 10 members of the public appointed by the City Council.

City Hall Department Staff:

Bonnie Blue, AICP, Planning Director.....x258
Kathleen Stecko, Senior Office Assistant.....x374

Name	Appointed Date	Appointment Ends	Appointed By
Antonio Alessi	October 13, 2014	January 2019	La Monte
Douglas Burdge	October 13, 2014	January 2017	Peak
Robert Hayman	October 13, 2014	January 2019	La Monte
Kristina Kell	October 13, 2014	January 2019	Rosenthal
Andy Lyon	October 13, 2014	January 2017	Peak
Edward Niles	October 13, 2014	January 2017	House
Anne Payne	October 13, 2014	January 2017	Sibert
Richard Sperber	October 13, 2014	January 2019	Rosenthal
Brittany Stephens	October 13, 2014	January 2017	House
Jefferson Wagner	October 13, 2014	January 2017	Sibert

CITY OF MALIBU PLANNING COMMISSION
RESOLUTION NO. 16-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MALIBU, APPROVING COASTAL DEVELOPMENT PERMIT AMENDMENT NO. 16-006 AMENDING COASTAL DEVELOPMENT PERMIT NO. 14-024, SITE PLAN REVIEW NO. 14-018 AND MINOR MODIFICATION NO. 14-016 TO INCREASE THE FRONT YARD SETBACK, REVISE THE GRADING DESIGN AND CONFIGURATION OF THE POOL AND BACKYARD AMENITIES, AND MAKE OTHER MODIFICATIONS, RESULTING IN CONSTRUCTION OF A NEW TWO-STORY, 6,632 SQUARE FOOT SINGLE-FAMILY RESIDENCE, A 628 SQUARE FOOT ATTACHED GARAGE, A 999 SQUARE FOOT BASEMENT, POOL, LANDSCAPING, RETAINING WALLS AND FENCING, GRADING, VARIOUS HARDSCAPE, 36 SQUARE FEET OF COVERED PORCHES PROJECTING MORE THAN SIX FEET, AND AN ALTERNATIVE WASTEWATER TREATMENT SYSTEM, INCLUDING AN 18 PERCENT RATHER THAN 40 PERCENT MINOR MODIFICATION OF THE FRONT YARD SETBACK, AND A SITE PLAN REVIEW FOR HEIGHT IN EXCESS OF 18 FEET, UP TO 28 FEET FOR A PITCHED ROOF, LOCATED IN THE RURAL RESIDENTIAL – ONE ACRE ZONE AT 6847 WILDLIFE ROAD (WILDLIFE II, LLC)

The Planning Commission of the City Of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. On January 20, 2015, the Planning Commission adopted Resolution No. 15-04 approving CDP No. 14-024, Site Plan Review No. 14-018, Minor Modification No. 14-016, and Demolition Permit No. 14-004.

B. On July 7, 2015, the Planning Department administratively approved modifications to the Planning Commission approved plans that were deemed to be minor for submittal into plan check.

C. On May 6, 2016, the Planning Department administratively approved modifications to the Planning Commission approved plans that were deemed to be minor for issuance of building permits. Subsequently, grading permits were issued by the City of Malibu Building Safety Division.

D. On June 28, 2016, Planning Department Staff notified the applicant and property owner that the development plans were approved in incorrectly and exceeded the changes allowed by Conditions nos. 3 and 10 of Planning Commission Resolution No. 15-04. A Stop Work Order was subsequently issued on June 30, 2016.

E. On July 1, 2016, the applicant submitted the subject application, Coastal Development Permit Amendment (CDPA) No. 16-006 to amend the previously approved CDP. The application was routed to the City Geotechnical Staff, City Public Works Department, and the City Environmental Health Administrator for review.

F. On July 7, 2016, a Notice of Public Hearing was published in a newspaper of general circulation within the City of Malibu and was mailed to all property owners and occupants within a 500-foot radius of the subject property.

G. On July 15, 2016, story poles were placed on the subject site.

H. On July 21, 2016, the project was deemed complete for processing.

I. On August 1, 2016, the Planning Commission held a duly noticed public hearing on the subject application, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record.

SECTION 2. Environmental Review.

Pursuant to the authority and criteria contained in California Environmental Quality Act (CEQA), the Planning Commission has analyzed the proposal as described above. The Planning Commission has exercised its independent judgment and has found that the project as amended is listed among the classes of projects that have been determined not to have a significant adverse effect on the environment, and that the same categorical exemption determination (CE No. 15-004) pursuant to CEQA Guidelines Sections 15301 (l) Demolition of Existing Structures and 15303 (a) and (e) – New Construction for the original project applies to the amended project. The Planning Department has further determined that none of the six exceptions to the use of the categorical exemption apply to this amended project (CEQA Guidelines Section 15300.2).

SECTION 3. Coastal Development Permit Approval and Findings.

Based on substantial evidence contained within the record and pursuant to Sections 13.7(B) and 13.9 of the Local Coastal Program (LCP) Local Implementation Plan (LIP), the Planning Commission adopts the analysis in the agenda report, incorporated herein, the findings of fact below for CDPA No. 16-006 to amend the scope of work previously approved for CDP No. 14-024, SPR No. 14-018, and MM No. 14-016, to increase the front yard setback, revise the grading design and configuration of the pool and backyard amenities, and make other modifications, resulting in construction of a new two-story, 6,632 square foot single-family residence, a 628 square foot attached garage, a 999 square foot basement, pool, landscaping, retaining walls and fencing, grading, various hardscape, 36 square feet of covered porches projecting more than six feet, and an alternative onsite wastewater treatment system (AOWTS), including a minor modification for an 18 percent rather than 40 percent minor modification of the front yard setback, and a site plan review for height in excess of 18 feet, up to 28 feet for a pitched roof located at 6847 Wildlife Road.

The amended project does not affect the approved project's conformance with the LCP. The required LCP findings affected by the proposed amendment are made below. All other findings and conditions for CDP No. 14-024, SPR No. 14-018 and MM No. 14-016 remain in effect and are incorporated by reference.

The amended project is consistent with the zoning, grading cultural resources, water quality, and OWTS requirements of the LCP. The project, as conditioned, has been determined to be consistent with all applicable LCP codes, standards, goals, and policies.

A. General Coastal Development Permit (LIP Chapter 13)

1. The previously approved project and the amended project have been reviewed for conformance with the LCP by the Planning Department, City Environmental Health Administrator, City Public Works Department, and City geotechnical staff. The amended project, as conditioned,

conforms to the LCP in that it meets all of the required development standards of the RR-1 zoning district, with incorporation of the site plan review and minor modification. The revised grading configuration complies with the LCP in that it does not exceed the 1,000 cubic yard limitation per residential lot of the LCP, does not result in scenic or visual resource impacts and reduces the amount of export from the site by 600 cubic yards, thereby reducing construction traffic impacts.

2. Based on evidence contained within the record, the amended project, as conditioned, has similar impacts to the previously approved project, which was found to be the least environmentally damaging alternative. The amended project will not result in significant adverse environmental impacts and there are no project alternatives that would result in significant environmental advantages. The front yard setback reduction has been decreased, two accessory pavilions have been eliminated, the amount of soil export has been reduced and the disturbed development area has not changed. The proposed amended project conforms to all residential development criteria and is the least environmentally damaging alternative.

B. Site Plan Review for Construction in Excess of 18 feet in Height (LIP Section 13.27.5)

1. Based on the evidence contained in the record, the amended project is consistent with the LCP in that the proposed project is located within the RR-1 zone which allows for residential use and complies with applicable development standards. The project is also consistent with the Rural Residential General Plan land use designation. Based on submitted plans, reports, visual impact analysis, and detailed site investigation, it has been determined that the amended project is consistent with all applicable policies and provisions of the LCP.

2. The revised project proposes a two-story single-family residence within a single-family residential neighborhood. Story poles were placed on the site to demonstrate the size, mass, and bulk of the revised residence location, and to demonstrate the amended project's potential for aesthetic changes to the site relative to nearby properties. Two-story residences are common in the area and are sited at a variety of setbacks from the street. The amended project's height and bulk, and new second floor balcony, will not adversely affect neighborhood character because the residence will be similar in height, size and siting to other residences and structures in the vicinity. Furthermore, neighboring properties are separated by mature vegetation and additional landscaping will be installed to maintain privacy between the project site and the surrounding properties. Therefore, the amended project does not adversely affect neighborhood character.

3. Based on the review of the project plans and the site visit to evaluate and inspect the story poles as they relate to public views, it was determined that the proposed residential development would not be visible from any public scenic viewing area. Therefore, the proposed amended project is not expected to have a significant adverse effect on public views.

4. The revised project will comply with all applicable requirements of State and local law and is conditioned to comply with any relevant approvals, permits and licenses from the City of Malibu. The revised project has been reviewed and conditionally approved by the Planning Department, City Environmental Health Administrator, City Geologist, and City Public Works Department, and it meets the City's residential development policies. The revised project must also be approved by the City Building Safety Division, as applicable, prior to the issuance of building permits.

5. The revised project maintains consistency with the LCP and General Plan similar to the original project in that the revised project is located in an area identified for residential use.

6. Ocean views for adjacent properties are to the southwest and to the east, and are limited and obscured, while mountains views are available to the north. A primary view determination (PVD) conducted for 6855 Wildlife, adjacent to the east, demonstrated no potential for primary view impacts from the amended project. No other property owners requested a PVD. The amended project, as conditioned, does not obstruct visually impressive scenes of the Pacific Ocean, off-shore islands, Santa Monica Mountains, canyons, valleys or ravines from the main viewing area of any affected principal residence as defined in M.M.C. Section 17.40. 040(A)(17).

C. **Minor Modification for an 18 percent Reduction in the Front Yard Setback (LIP Section 13.27.5)**

1. Based on the evidence contained in the record, the amended project, with the inclusion of the site plan review and minor modification, and as designed and conditioned, is consistent with policies and provisions of the Malibu LCP.

2. The revised project is not expected to adversely affect neighborhood character. The reduced front yard setback of 53.4 feet would exceed the front yard setback for the adjacent residences located at 6835 Wildlife Road and 6844 Wildlife Road (30 feet). The proposed project would also install landscaping along the property's Wildlife Road frontage, which would help maintain the existing Wildlife Road streetscape aesthetic. Therefore, the revised project would not adversely impact neighborhood character.

3. The amended project, as conditioned, complies with all applicable requirements of state and local law.

SECTION 4. Planning Commission Action.

Based on the foregoing findings and evidence contained within the record, the Planning Commission hereby approves CDPA No. 16-006 subject to the following conditions.

No other changes to the conditions contained in Planning Commission Resolution No. 15-04 are made by this amendment and all other applicable findings, terms, and/or conditions contained in Resolution No. 15-04 remain in full force and effect.

SECTION 5. Conditions of Approval.

1. The applicants and property owners, and their successors in interest, shall indemnify, defend and hold harmless the City of Malibu and its elected and appointed officials, officers, employees and agents from and against any and all claims, actions, proceedings, liabilities and costs brought against the City and its elected and appointed officials, officers, employees and agents relating to the City's actions concerning this project, including but not limited to any proceeding under CEQA. This indemnification shall include (without limitation) damages, fees, and/or costs awarded against the City, cost of suit, attorney's fees, and any award of litigation expenses in favor of any person or entity who seeks to challenge the validity of any of the City's actions or decisions in connection with this project. The City shall have the sole right to choose its counsel and the property owners shall reimburse the City's expenses incurred in its defense of any lawsuit challenging the City's actions concerning this project and the City's costs, fees, and damages that it incurs in enforcing the indemnification provisions set forth in this section.

2. Approval of this application is to allow for the project described herein. The approved project is limited to:
   a. Previously completed onsite demolition of improvements and septic system;
   b. Construction of a:
   c. 6,632 square foot, two-story residence with an attached 628 square foot two-car garage up to 28 feet in height;
   d. 999 square foot basement (exempt from TDSF);
   e. 36 square feet of covered porches projecting over six feet (included in TDSF);
   f. New second floor covered balcony less than six feet deep;
   g. Concrete driveway with three unenclosed parking spaces;
   h. Pool and pool equipment;
   i. Landscaping, hardscape, outdoor barbeque, entry gates, fencing, and walls;
   j. AOWTS;
   k. Grading and retaining walls;
   l. SPR No. 14-018 for construction up to 28 feet with a pitched roof; and
   m. MM No. 14-016 for reduction of the required front yard setback from 65 feet to 53.4 feet.

3. Subsequent submittals for this project shall be in substantial compliance with site plans on-file with the Planning Department, dated **July 21, 2016**. In the event the project plans conflict with any condition of approval, the condition shall take precedence.

4. Pursuant to LIP Section 13.18.2, this permit and rights conferred in this approval shall not be effective until the property owner signs and returns the Acceptance of Conditions Affidavit accepting the conditions set forth herein. The applicant shall file this form with the Planning Department within 10 days of the Planning Commission's resolution and prior to issuance of any development permits. Pursuant to LIP Section 13.20, development pursuant to an approved CDP shall not commence until the CDP is effective. The CDPA is not effective until all appeals, including those to the California Coastal Commission, have been exhausted. In the event that the California Coastal Commission denies the permit or issues the permit on appeal, the coastal development permit approved by the City is void.

Biology/Landscaping

5. Prior to Final Plan Check Approval, if your property is serviced by Los Angeles County Waterworks District No. 29, please provide landscape water use approval from that department. For approval contact:
   Kirk Allen
   Address: 1000 S. Freemont Ave., Building A-9 East, 4th Floor – "Waterworks Division"
   Alhambra, CA 91803
   Email: Kallen@DPW.LACOUNTY.GOV
   Phone: (626) 300-3839

6. Vegetation shall be situated on the property so as not to significantly obstruct the primary view from private property (as defined by MMC Section 17.45.050) at any given time (given consideration of its future growth). The vegetation shall also be maintained so that the residential structures are screened to the maximum extent feasible.

7. The use of building materials treated with toxic compounds such as copper arsenate is prohibited.

8. Prior to installation of any landscaping, the applicant shall obtain a plumbing permit for the proposed irrigation system from the Building and Safety Division.

9. Prior to or at the time of a Planning Department final inspection, the property owner/applicant shall submit to the case planner a copy of the plumbing permit for the irrigation system installation that has been signed off by the Building Safety Division.

10. Prior to final landscape inspection, provide a signed copy of the Certificate of Completion, certifying the irrigation installation and operational efficiency is consistent with the approved plans.

11. Invasive plant species, as determined by the City of Malibu, are prohibited.

12. Night lighting from exterior and interior sources shall be minimized. All exterior lighting shall be low intensity and shielded so it is directed downward and inward so that there is no offsite glare or lighting of natural habitat areas.

13. Pursuant to LIP Section 4.6.1.A, development (including the installation of fencing) is prohibited on slopes of 25% (4:1) and steeper.

14. To soften its appearance, the six foot retaining wall located along the southeastern property line shall be designed as a planted "green" wall with plantings (not vines) incorporated into the structure of the wall facing the southeastern property line. The wall shall achieve at least 75 percent vegetative coverage within six months of the date the certificate of occupancy is issued for the single-family residence. The general types of plants to be incorporated into the green wall shall be noted on the final landscaping plan and shall be reviewed and approved by the City Biologist prior to issuance of building permits. The green wall shall be offset a sufficient distance away from the southeastern property line so as to allow routine maintenance of the green wall vegetation by the applicant. The green wall shall be continuously maintained so that the wall surface remains at least 75 percent covered with vegetation. Substitution of individual plant species is allowed consistent with the types approved by the City Biologist in order to ensure the success of the green wall.

Lighting

15. Exterior lighting shall be minimized, shielded, or concealed and restricted to low intensity features, so that no light source is directly visible from public view. Permitted lighting shall conform to the following standards:
    a. Lighting for walkways shall be limited to fixtures that do not exceed two feet in height and are directed downward, and limited to 850 lumens (equivalent to a 60 watt incandescent bulb);
    b. Security lighting controlled by motion detectors may be attached to the residence provided it is directed downward and is limited to 850 lumens;
    c. Driveway lighting shall be limited to the minimum lighting necessary for safe vehicular use. The lighting shall be limited to 850 lumens;
    d. Lights at entrances as required by the Building Code shall be permitted provided that such lighting does not exceed 850 lumens;
    e. Site perimeter lighting shall be prohibited; and
    f. Outdoor decorative lighting for aesthetic purposes is prohibited.

16. Night lighting for sports courts or other private recreational facilities shall be prohibited.

17. No permanently installed lighting shall blink, flash, or be of unusually high intensity or brightness. Lighting levels on any nearby property from artificial light sources on the subject property(ies) shall not produce an illumination level greater than one foot candle.

18. Night lighting from exterior and interior sources shall be minimized. All exterior lighting shall be low intensity and shielded directed downward and inward so there is no offsite glare or lighting of natural habitat areas. High intensity lighting of the shore is prohibited.

SECTION 6. Severability.

If any part, provision, or section of this Resolution is determined by a court or other legal authority with jurisdiction over the subject matter of this resolution to be unenforceable or invalid, the remainder of the entirety of this Resolution shall not be affected and shall continue in full force and effect. To this end, the provisions of this resolution are severable.

SECTION 7. The Planning Commission shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 1st day of August 2016.

JEFFREY JENNINGS, Planning Commission Vice Chair

ATTEST:

Kathleen Stecko
KATHLEEN STECKO, Recording Secretary

LOCAL APPEAL - Pursuant to LIP Section 13.20.1 (Local Appeals), a decision of the Planning Commission may be appealed to the City Council by an aggrieved person by written statement setting forth the grounds for appeal. An appeal shall be filed with the City Clerk within 10 days and shall be accompanied by an appeal form and proper appeal fee. The appellant shall pay fees as specified in the Council adopted fee resolution in effect at the time of the appeal. Appeal forms and fee schedule may be found online at www.malibucity.org, in person at City Hall, or by calling (310) 456-2489, extension 245.

COASTAL COMMISSION APPEAL – An aggrieved person may appeal the Planning Commission's approval to the Coastal Commission within 10 working days of the issuance of the City's Notice of Final Action. Appeal forms may be found online at www.coastal.ca.gov or in person at the Coastal Commission South Central Coast District office located at 89 South California Street in Ventura, or by calling (805) 585-1800. Such an appeal must be filed with the Coastal Commission, not the City.

I CERTIFY THAT THE FOREGOING RESOLUTION NO. 16-17 was passed and adopted by the Planning Commission of the City of Malibu at the regular meeting thereof held on the 1st day of August 2016, by the following vote:

AYES:	2	Commissioners:	Brotman, Jennings
NOES:	1	Commissioner:	Pierson
ABSTAIN:	0		
ABSENT:	2	Commissioners:	Mazza, Stack

Kathleen Stecko
KATHLEEN STECKO, Recording Secretary

Planning Commission Meeting 08-01-16 **Item 5.A.**

Commission Agenda Report

To: Chair Stack and Members of the Planning Commission

Prepared by: Jasch Janowicz, Contract Planner

Approved by: Bonnie Blue, Planning Director

Date prepared: July 21, 2016 Meeting Date: August 1, 2016

Subject: Coastal Development Permit Amendment No. 16-006 – An application to amend Coastal Development Permit No. 14-024, Site Plan Review No. 14-018, and Minor Modification No. 14-016 for the construction of a new, two-story single-family residence and accessory development

Location:	6847 Wildlife Road, within the appealable coastal zone
APN:	4466-006-017
Zoning:	Rural Residential–One Acre (RR-1)
Owner:	Wildlife II, LLC

RECOMMENDED ACTION: Adopt Resolution No. 16-17 approving Coastal Development Permit Amendment (CDPA) No. 16-006 amending Coastal Development Permit No. 14-024, Site Plan Review No. 14-018, and Minor Modification No. 14-016 to increase the front yard setback, revise the grading design and configuration of the pool and backyard amenities, and make other modifications, resulting in construction of a new, two-story, 6,632 square foot single-family residence, a 628 square foot attached garage, a 999 square foot basement, pool, landscaping, retaining walls and fencing, grading, various hardscape, 36 square feet of covered porches projecting more than six feet, and an alternative onsite wastewater treatment system, including an 18 percent rather than 40 percent minor modification of the front yard setback, and a site plan review for height in excess of 18 feet, up to 28 feet for a pitched roof.

This item will be distributed under separate cover.

~~Agenda Item 5.A.~~

EXHIBIT E

Supplemental Commission Agenda Report

Planning Commission Meeting 08-01-16 **Item 5.A.**

To: Chair Stack and Members of the Planning Commission

Prepared by: Jasch Janowicz, Contract Planner

Approved by: Bonnie Blue, Planning Director

Date prepared: July 25, 2016 Meeting Date: August 1, 2016

Subject: Coastal Development Permit Amendment No. 16-006 – An application to amend Coastal Development Permit No. 14-024, Site Plan Review No. 14-018, and Minor Modification No. 14-016 for the construction of a new, two-story single-family residence and accessory development

Location: 6847 Wildlife Road, within the appealable coastal zone
APN: 4466-006-017
Owner: Wildlife II, LLC

RECOMMENDED ACTION: Adopt Resolution No. 16-17 approving Coastal Development Permit Amendment (CDPA) No. 16-006 amending Coastal Development Permit No. 14-024, Site Plan Review No. 14-018, and Minor Modification No. 14-016 to increase the front yard setback, revise the grading design and configuration of the pool and backyard amenities, and make other modifications, resulting in construction of a new, two-story, 6,632 square foot single-family residence, a 628 square foot attached garage, a 999 square foot basement, pool, landscaping, retaining walls and fencing, grading, various hardscape, 36 square feet of covered porches projecting more than six feet, and an alternative onsite wastewater treatment system, including an 18 percent rather than 40 percent minor modification of the front yard setback, and a site plan review for height in excess of 18 feet, up to 28 feet for a pitched roof located in the Rural Residential-One Acre zoning district at 6847 Wildlife Road.

DISCUSSION: On January 20, 2015, the Planning Commission adopted Resolution No. 15-05, which approved CDP No. 14-024, Site Plan Review No. 14-018, Minor Modification No. 14-016, and Demolition Permit No. 14-004. Subsequent to this approval, the applicant requested changes to the approved plans under a substantial conformance review by the

Planning Director, which were deemed minor in nature and consistent with conditions of approval 3 and 10 of the resolution. These conditions state that subsequent submittals must be in substantial compliance with the Planning Commission's approval, and that minor changes may be approved by the Director if they achieve substantially the same results and comply with the Local Coastal Program (LCP) and Malibu Municipal Code (MMC).

Later, after site improvements had been demolished and project grading had begun, it was determined that the changes were not minor in nature, were approved in error, and that the applicant's options were to revert back to the plans as originally approved or process a CDP amendment to be considered by the Planning Commission. A stop work order was issued for the project on June 30, 2016. The applicant has elected to process the subject amendment.

On July 11, 2016, the property owner submitted Coastal Development Permit Amendment No. 16-006, and the associated revisions to the development plans. The most notable changes between the Planning Commission-approved plans and the modified plans under construction were the configuration of the rear yard grading, relocation of two accessory pavilion structures at a higher elevation, and the increased front yard setback for the main residence. While the reconfigured grading eliminated nearly all of the soils export from the original project, it resulted in a significantly higher finished surface elevation in the rear yard which also raised the elevation of the two pavilion structures.

Under the proposed amendment, the project applicant has modified the revised project, particularly the grading, which will lower the rear yard compared to what is visible on the partially graded site today and stay under the 1,000 cubic yard limit for non-exempt grading of LIP Section 8.3(B). The two pavilions in the rear yard have also been eliminated. Story poles were installed to demonstrate the revised residence siting with the increased front yard setback (Attachment 5).

This agenda report will provide an overview of the project, including a summary of the proposed CDP amendment and how it differs from the original project. The report summarizes staff's analysis of the project's consistency with applicable provisions of the LCP and the California Environmental Quality Act (CEQA). The discussion and analysis demonstrate the amended project remains consistent with the LCP. A complete project chronology and all required findings to approve the application can be found in Planning Commission Resolution No. 16-17.

Project Setting and Surrounding Land Uses

The project site is located within the Point Dume neighborhood and the surrounding area is developed with single-family residential dwellings. The project site is currently partially

graded based on the plans approved in error. The previous residence and site improvements have been demolished.

The project site is rectangular in shape and the proposed development area is generally flat (slopes are 5:1 or flatter). The southern portions of the site descend into an east/west trending drainage that runs toward the coastline. According to LCP Local Implementation Plan (LIP) Section 4.6.1(A), all development in Point Dume must avoid slopes steeper than 25 percent (4:1). The southern portion of the lot is heavily vegetated with native and non-native vegetation and contains slope gradients between 2.5:1 and 1:1. No development is proposed on slopes steeper than 25 percent. A vicinity map and aerial photograph are included as Attachment 2.

Table 1 provides a summary of the lot dimensions and lot area of the subject parcel.

Table 1 – Property Data	
Lot Depth	518.66 feet
Lot Width	100 feet
Gross and Net Lot Area[1]	51,864 square feet and 48,863 square feet (1.19 acres)

The property is located with the appealable zone according to the Post-LCP Certification Permit Jurisdiction and Appeal Map, so the amendment is appealable to the California Coastal Commission. According to the LCP Park Lands Map, no trails or parks are located on or adjacent to the project site. However, the site survey shows a 30-foot wide "Bridal Trail" easement recorded over the western portions of Wildlife Road parallel to the front property line and a 40-foot wide "Bridal Trail" easement recorded over the eastern portions of the property parallel to existing riparian habitat. The proposed project as amended would not impact these easements.

Project Description

Original Project Description

- Demolition of the existing residence, garage, landscaping, fencing, entry gate, and concrete sport court;
- Abandonment of the existing septic system;
- Construction of a:
    - 6,594 square foot, two-story residence with an attached 628 square foot two-car garage up to 26 feet, 8 inches in height;
    - 999 square foot basement (exempt from Total Development Square Footage (TDSF)[2]);
    - 36 square feet of covered porches projecting over six feet (included in TDSF);
    - Concrete driveway with two unenclosed parking spaces;

[1] Net Lot Area = Gross Lot Area minus the area of road easements.
[2] Exempt from TDSF per LIP Section 3.6(K)

- Pool and pool equipment;
- Unenclosed trellised pool pavilion 13 feet, 3 inches in height;
- Unenclosed trellised garden pavilion 13 feet, 3 inches in height;
- Landscaping, hardscape, outdoor barbeque, entry gates, fencing, and walls;
- AOWTS;
- Grading;
- SPR No. 14-018 to allow construction of residential dwelling up to 28 feet in height with a pitched roof;
- DP No. 14-004 for removal of existing onsite development; and
- MM No. 14-016 for reduction of the required front yard setback from 65 feet to 39.2 feet.

Proposed Amended Description (plans included as Attachment 3)

- Previously completed onsite demolition of improvements and septic system;
- Construction of a:
  - 6,632 square foot, two-story residence with an attached 628 square foot two-car garage up to 28 feet in height;
  - 999 square foot basement (exempt from TDSF);
  - 36 square feet of covered porches projecting over six feet (included in TDSF);
  - New second floor covered balcony less than six feet deep;
  - Concrete driveway with three unenclosed parking spaces;
  - Pool and pool equipment;
  - Landscaping, hardscape, outdoor barbeque, entry gates, fencing, and walls;
  - AOWTS; and
  - Grading and retaining walls.

The amended project still requires the following discretionary applications previously approved:

- SPR No. 14-018 to allow construction of residential dwelling up to 28 feet in height with a pitched roof; and
- MM No. 14-016 for reduction of the required front yard setback from 65 feet to 53.4 feet.

The two-story residential dwelling retains the Craftsman architectural style. However, the setback from Wildlife Road has increased from 39.2 to 53.4 feet and exterior elevations have been modified slightly and include revised window and door placement, and revised deck designs on the second floor. The proposed basement and ground floor plans remain unchanged. The proposed second level has been reconfigured and includes an additional 38 square feet. The roofline does not exceed the maximum 28 foot height limit for a pitched roof as measured from finished or natural grade (whichever is lower).

The location of vehicular access to the project site has not changed but additional guest parking has been included within the increased front yard area. Vehicle access and pedestrian access to the residence from Wildlife Road will still be via automated gates. The front yard walls, entry gate, and side yard returns remain largely unchanged, with the exception of the walls surrounding the proposed mailbox, which have been further setback from Wildlife Road. The front yard will are still comprised of 42-inch stone clad base with view permeable fencing above up to six feet in height.

Minor changes to the configuration of the AOWTS are proposed, but the system remains beneath the northwest portion of the front yard. The system design includes a Microseptec fiberglass tank with UV disinfection along with the two seepage pits. The revised design has been reviewed and approved by the City's Environmental Health Administrator. One of the seepage pits will be relocated slightly within the front yard to meet the required setbacks from the front yard walls.

The swimming pool and deck area are now proposed parallel to the southeastern property line. The grading associated with this revised design creates a terraced upper rear yard supported by retaining walls along the side property lines that rejoins the natural grade before the slope steepens to more than 4 to 1. A more detailed discussion of grading and elevation differences is provided below under Grading. The walls along the southeastern property line retain fill material and would also include view permeable fencing up to 42 inches in height on top of the six foot wall for safety purposes. Block walls six feet in height are also proposed along a portion of the northwestern side property line.

Minor revisions to the landscaping improvements are proposed throughout the project site and have been reviewed and approved by the City Biologist for consistency with the LCP and the City's Landscape Water Conservation Ordinance requirements (MMC Chapter 9.20). Overall estimated water use has been reduced by 191,000 gallons per year.

LCP Analysis

The Malibu LCP consists of a Land Use Plan (LUP) and the LIP. The LUP contains programs and policies to implement the Coastal Act in Malibu. The purpose of the LIP is to carry out the policies of the LUP. The LIP contains specific policies and regulations to which every project requiring a coastal development permit must adhere. The amended project has been reviewed and approved for LCP conformance review by the Planning Department, the City Public Works Department, the City Geologist, and the City Environmental Health Administrator. Department review sheets are included as Attachment 4.

There are 14 sections within the LIP that potentially require conformance review and specific findings to be made, depending on the nature and location of the proposed project. Of these 14, five sections are for conformance review only and require no findings. These

sections include Zoning, Grading, Archaeological / Cultural Resources, Water Quality and Onsite Wastewater Treatment Systems (OWTS) and are discussed under the *LIP Conformance* section.

The remaining nine sections that potentially require specific findings to be made are found in the following LIP chapters: 1) Coastal Development Permit Findings including Site Plan Review and Minor Modification findings; 2) ESHA; 3) Native Tree Protection; 4) Scenic, Visual and Hillside Resource Protection; 5) Transfer of Development Credits; 6) Hazards; 7) Shoreline and Bluff Development; 8) Public Access; and 9) Land Division. Of these nine, only the General Coastal Development Permit (including site plan review and minor modification findings) and Hazards apply to the project and thus warrant further discussion. Consistency review with these sections is discussed later in the *LIP Findings* section.

LIP Conformance

Zoning (LIP Chapter 3)

Table 2 provides a summary of the amended project and differences from the approved project, where they exist, and indicates that the proposed project meets the property development and design standards as set forth under LIP Chapter 3.

Table 2 – Zoning Conformance (Non-Beachfront) and Comparison Table

Development Requirement	Allowed / Required	Proposed (Original Approval)	Comments
SETBACKS			
Front Yard	65 feet	53.4 feet (previously 32.5 feet)	Minor Modification No. 14-016
Rear Yard	15 feet	333.4 (previously 223.5 feet)	Complies
Side Yard (minimum)	10 feet	12.42 feet	Complies
Side Yard (cumulative)	25 feet	27.4 feet	Complies
BUILDING HEIGHT	18 feet	28 feet (pitched)	SPR No. 14-018
ACCESSORY STRUCTURE HEIGHT	18 feet	N/A	Complies
TDSF	7,298 square feet	7,296 square feet	Complies
BASEMENT	1,000 square feet exempt	999 square feet	Complies
TWO-THIRDS RULE	3,034 square feet	2,767 square feet (previously 2,729 sf)	Complies

Table 2 – Zoning Conformance (Non-Beachfront) and Comparison Table			
Development Requirement	**Allowed / Required**	**Proposed (Original Approval)**	**Comments**
PARKING	2 enclosed 2 unenclosed	2 enclosed 3 unenclosed	Complies
IMPERMEABLE COVERAGE	14,658 square feet	12,998 square feet (previously 10,608 sf)	Complies
CONSTRUCTION ON SLOPES IN POINT DUME	Flatter than 4 to 1	5 to 1 or flatter	Complies
FENCE/WALL HEIGHT			
Front Yard			
• **Solid**	42 inches	42 inches	Complies
• **View Permeable**	Up to 6 feet	Up to 6 feet	Complies
Side Yard			
• **Solid Retaining Fill**	Up to 6 feet	6 feet (none proposed)	Complies
• **View Permeable On Top of Retaining Wall**	Up to 42 inches	42 inches	Complies
• **Solid Wall**	Up to 6 feet	6 feet	Complies

With the inclusion of the previously approved site plan review and minor modification, the amended project complies the non-beachfront development standards set forth in LIP Chapter 3.

Grading (LIP Chapter 8)

Revised grading plans and calculations were prepared for the proposed amended project. The total grading yardage calculations are included in the amended plan set and are shown below in Table 3.

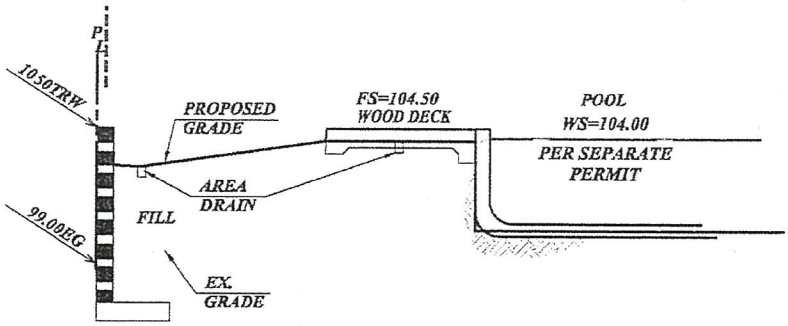
Table 3 – LCP Grading Conformance						
	Exempt			**Non-Exempt**	**Remedial**	**Total**
	R&R	***Understructure***	***Safety***			
Cut	719	1072	0	127	0	1199
Fill	719	0	0	817	0	817
Total	**1438**	**1072**	**0**	**944**	**0**	**2016**
Import	0	0	0	690	0	0
Export	0	1072	0	0	0	382

Note: All quantities in cubic yards; R&R = Removal and Recompaction; Exempt grading = includes all R&R, understructure, and safety grading; Safety grading = the incremental grading required for emergency vehicle access (turnouts, hammerheads, and turnarounds and any other increases in driveway width in excess of the 15 feet required by LACFD).

The revised grading design establishes similar finished grade elevations when compared to the originally approved grading plans. For example, the finished floor elevation for the single-family structure remains unchanged at 105.5 feet for the garage and 106 feet for the living area. The rear yard areas directly adjacent the living area are approximately 0.25 feet higher with an elevation of 105.75 feet. The water surface elevation for the revised pool is one foot lower with an elevation of 104 feet.

The areas with the most significant changes in grading design are the yard areas surrounding the re-oriented pool and the southern limits of grading around the previously existing sport court. Under this amendment, the rear yard area surrounding the pool would be re-graded flat with an elevation of 104.5 feet, whereas this rear yard area was previously approved with a grade starting at 101.75 feet and gradually descending to 99 feet. A retaining wall is proposed to retail the slope along the southeastern side property line. A 42 inch tall view permeable fence will be added on top for safety (see Figure 1).

Figure 1. Retaining Wall Cross-Section



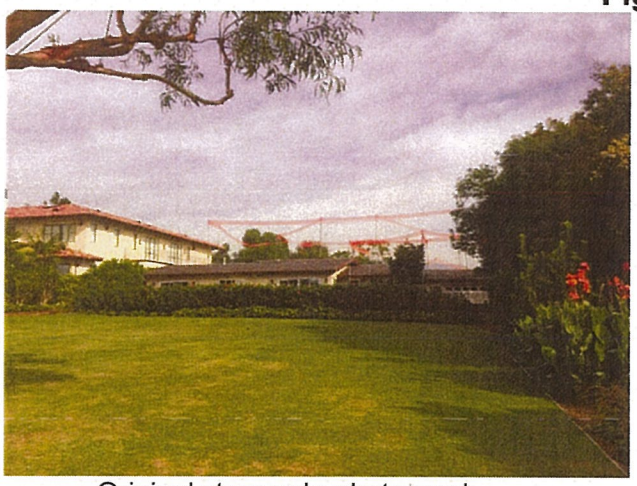
The southern limits of grading were previously approved with slopes descending from the 99 foot contour elevation at the sport court to a finished surface elevation of 96.5 feet where a garden terrace was proposed. The amended project proposes to utilize two retaining walls to descend from the 104.5 foot rear yard elevation to a finished surface elevation of 100 feet at the location of the previously existing sport court. At the southern-most limits of grading, a descending 3:1 slope is proposed to establish a finished surface elevation of 96 feet (natural grade).

The purpose of the Grading Ordinance (Chapter 8 of the LIP) is to ensure that new development minimizes the visual and resource impacts of grading and landform alteration. The grading design standards require landforms to mimic the natural topography, avoid a manufactured appearance of slopes, limit non-exempt cut and fill quantities to no more than 1,000 cubic yards, and limit import/export quantities to limit

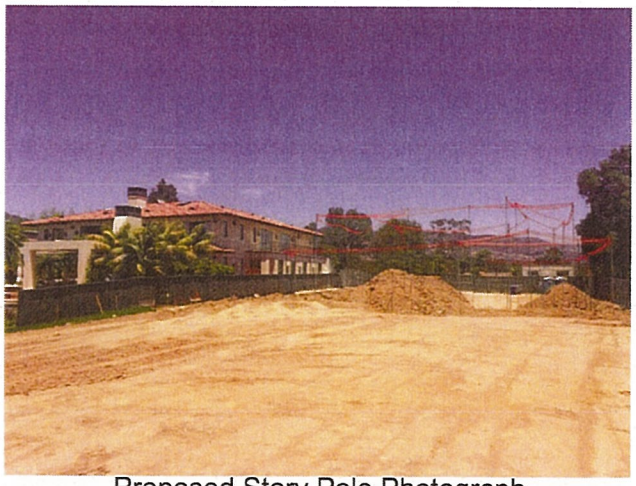
truck trips in residential neighborhoods. While the LCP calls for grading to be kept to a minimum in LIP Section 8.3(A), it then specifies in LIP Section 8.3(B) the quantities of grading allowed and sets the limit at 1,000 cubic yards per residential lot. In the more densely developed RR-1 neighborhoods, the Planning Commission has regularly approved grading for typical accessory residential development if the 1,000 cubic yard limit is not exceeded and no public scenic views or resources are impacted.

The project site is not located within a public view corridor and public views of the ocean or the Santa Monica Mountains are not available from Wildlife Road along the property frontage or from the rear yard portions of the project site or the neighboring properties. Existing private views from neighboring properties to the southeast and northwest will not be impacted, as no structures are proposed within the rear yard. The amended grading plan establishes a level rear yard where a level rear yard previously existed and essentially maintains the previously approved garden terrace at a similar elevation. The partially completed grading visible in the current story pole photos will be lowered in the rear yard under the amendment.

Figure 2



Original story pole photograph



Proposed Story Pole Photograph

This is generally consistent with the rear yard grading designs of the neighboring properties. Landscaping will be installed along the slope of the southeasterly retaining wall to avoid impacting the privacy of the adjacent property owner, whose yard is at a lower elevation. Finally, soil export quantities have been reduced by approximately 600 cubic yards, which will reduce air quality, water quality, traffic, and noise impacts within the neighborhood.

Similar to the originally approved project, the amended grading design conforms to the grading requirements as set forth under LIP Section 8.3.

Archaeological / Cultural Resources (LIP Chapter 11)

No changes to the grading footprint are proposed as part of this CDPA. Therefore, the Phase 1 Archaeological Study dated December 2013, which found no archaeological resources within the property boundaries is sufficient and no further studies are required.

The conditions of approval included in Planning Commission Resolution No. 15-04 pertaining to the protection of cultural resources would still apply.

Water Quality (LIP Chapter 17)

The City Public Works Department has reviewed and approved the amended project for conformance to LIP Chapter 17 requirements for water quality protection. The standard conditions of approval included in Planning Commission Resolution No. 15-04 pertaining to the protection water quality would still apply.

Onsite Wastewater Treatment Systems (LIP Chapter 18)

The project proposes no changes to the AOWTS, other than slightly adjusting the locations of one of the seepage pits. The City Environmental Health Administrator reviewed the amended system design and confirmed the proposed AOWTS conforms to the OWTS standards of LIP Chapter 18, as well as the Malibu Plumbing Code. The subject system will meet all applicable requirements and operating permits will be required.

LIP Findings

A. Coastal Development Permit [LIP Chapter 13]

LIP Section 13.9 requires that the following four findings be made for all CDPs and amendments.

Finding A1. That the project as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified City of Malibu Local Coastal Program.

The amended project has been reviewed for conformance with the LCP by the Planning Department, City Environmental Health Administrator, City Geologist, and City Public Works Department. The proposed project, as conditioned, conforms to the LCP in that it meets all residential development standards with the inclusion of the site plan review for construction in excess of 18 feet in height, and a minor modification for a reduction in the front yard setback.

Finding A3. The project is the least environmentally damaging alternative.

The amended project allows for a new two-story single-family residential structure, landscaping and hardscape, walls and fences, and a revised pool configuration similar to the original project, all of which are permitted uses within the rural residential zoning classification of the subject property. The amended project will not result in potentially significant impacts on the physical environment.

Three alternatives were considered to determine which was the least environmentally damaging.

1. No Project – This alternative would maintain the project design as originally approved by the Planning Commission; however, it would not meet the property owner's design goals.

2. Amended Project with Less Grading – The grading quantities of the amended project could be reduced by maintaining the pool and rear yard configuration in the originally approved format. However, the property owner prefers to have the pool along the southeastern property line and a larger level yard area. The proposed grading complies with the non-exempt grading limits of the LCP, is not visible from public scenic viewing areas and is similar to other backyards in the area. The amended grading plan also reduces export, associated truck trips and offsite disposal. An amended project alternative with less grading does not offer substantial environmental advantages.

3. Proposed Project Revisions – The amended project maintains essentially the same residence design as the original project, except that less reduction of the front yard setback is proposed compared to the originally approved front yard setback, and a new covered balcony has been added. The disturbed development area has not changed. Two accessory pavilions have been eliminated and the amount of exported soil has been reduced. The proposed amended project conforms to all residential development criteria, and all required findings to support the site plan review and minor modification can be made.

Based on site reconnaissance, photographs, review of the architectural plans, review of on-site story poles, and the nature of the surrounding area, the amended project will have no significant adverse scenic or visual impacts on public views or on the physical environment. The project has been reviewed and conditionally approved by the Planning Department, City Environmental Health Administrator, City Geologist, and the City Public Works Department, and meets the City's residential development policies, with the inclusion of the site plan review and minor modification. For the reasons stated above, the project, as proposed, is the least environmentally damaging feasible alternative.

Finding A4. If the project is located in or adjacent to an environmentally sensitive habitat area (ESHA) pursuant to Chapter 4 of the Malibu LIP (ESHA Overlay), that the project conforms with the recommendations of the Environmental Review Board, or if it does not conform with the recommendations, findings explaining why it is not feasible to take the recommended action.

The subject parcel is not located in ESHA or ESHA buffer as depicted on the LCP ESHA and Marine Resources Overlay Map, and the project avoids slopes of 4:1 and steeper per LIP Section 4.6.1(A). Therefore, the amended project does not require review by the ERB. The City Biologist reviewed the amended project and determined that it is consistent with the LCP.

B. Site Plan Review for Construction in Excess of 18 feet in Height (LIP Section 13.27.5)

The revised application increases the front yard setback and makes minor changes to the elevations of the previously approved two-story residence, which was approved in excess of 18 feet in height, up to a maximum height of 28 feet for a pitched roof under SPR No. 14-018. As discussed below the four findings required by LIP Section 13.27.5(A) and the two additional findings required by MMC Section 17.62.040(D) can still be made for construction of the amended project in excess of the City's base of 18 feet in height, up to a maximum of 28 feet in height for a pitched roof.

Finding B1. The project is consistent with policies and provisions of the Malibu LCP.

As discussed in Finding A1, the revised project has been reviewed for all relevant policies and provisions of the LCP. The amended project is consistent with the LCP in that the proposed project is located within the RR-1 zone which allows for residential use and complies with applicable development standards. The project is also consistent with the Rural Residential General Plan land use designation. Based on submitted plans, reports, visual impact analysis, and detailed site investigation, it has been determined that the amended project is consistent with all applicable policies and provisions of the LCP.

Finding B2. The project does not adversely affect neighborhood character.

The revised project proposes a two-story single-family residence within a single-family residential neighborhood. Story poles were placed on the site to demonstrate the size, mass, and bulk of the revised residence location, and to demonstrate the amended project's potential for aesthetic changes to the site relative to nearby properties. Two-story residences are common in the area and are sited at a variety of setbacks from the street. The amended project's height and bulk, and new second floor balcony, will not adversely affect neighborhood character because the residence will be similar in height, size and siting to other residences and structures in the vicinity. Furthermore, neighboring

properties are separated by mature vegetation and additional landscaping will be installed to maintain privacy between the project site and the surrounding properties. Therefore, the amended project does not adversely affect neighborhood character.

Finding B3. The project provides maximum feasible protection to significant public views as required by Chapter 6 of the Malibu LIP.

As discussed in Finding B2, staff visited the site after the story poles were installed and evaluated the revised project as it relates to public views. Based on the review of the project plans and the site visit, it was determined that the proposed residential development would not be visible from any public scenic viewing area. Therefore, the proposed amended project is not expected to have a significant adverse effect on public views.

Finding B4. The proposed project complies with all applicable requirements of state and local law.

The revised project will comply with all applicable requirements of State and local law and is conditioned to comply with any relevant approvals, permits and licenses from the City of Malibu. The revised project has been reviewed and conditionally approved by the Planning Department, City Environmental Health Administrator, City Geologist, and City Public Works Department, and it meets the City's residential development policies. The revised project must also be approved by the City Building Safety Division, as applicable, prior to the issuance of building permits.

Finding B5. The project is consistent with the City's general plan and local coastal program.

The revised project maintains consistency with the LCP and General Plan similar to the original project in that the revised project is located in an area identified for residential use.

Finding B6. The portion of the project that is in excess of 18 feet in height does not obstruct visually impressive scenes of the Pacific Ocean, off-shore islands, Santa Monica Mountains, canyons, valleys or ravines from the main viewing area of any affected principal residence as defined in M.M.C. Section 17.40. 040(A)(17).

Based on the visual impact analysis (aerial photographs, site visits and story poles) and review of the revised project plans, the revised single-family residential design does not impact the primary views of neighboring residential properties. The residences located west and east of the subject parcel have limited, if not obscured, views of the ocean to the southwest and to the east, and the mountains to the north. Furthermore, the existing residential properties located west and east will be surrounded by the proposed landscaping along both property lines. A primary view determination conducted at 6855

Wildlife Road (adjacent to the east) demonstrated no primary view impacts from the proposed amended project (Attachment 6). Given the location of the proposed residence, the proposed residence is not expected to obstruct the neighbors' views of the Pacific Ocean or the nearby open space areas.

C. Minor Modification for an 18 Percent Reduction of the Front Yard Setback (LIP Section 13.27)

A minor modification is proposed for an 18 percent reduction of the front yard setback from the required 65 feet to the proposed 53.4 feet for the amended project, rather than the 40 percent reduction of the original project. The findings required by LIP Section 13.27.5(B) for this reduced minor modification can be made for the amended project.
Finding C1. That the project is consistent with policies and provisions of the Malibu LCP.

As previously discussed in Finding A1, the revised project, with inclusion of the proposed site plan review and minor modification, as designed and conditioned, conforms to all applicable LCP policies and provisions.

Finding C2. That the project does not adversely affect neighborhood character.

The revised project is not expected to adversely affect neighborhood character. The reduced front yard setback of 53.4 feet would exceed the front yard setback for the adjacent residences located at 6835 Wildlife Road and 6844 Wildlife Road (30 feet). The proposed project would also install landscaping along the property's Wildlife Road frontage, which would help maintain the existing Wildlife Road streetscape aesthetic. Therefore, the revised project would not adversely impact neighborhood character.

Finding C3. The proposed project complies with all applicable requirements of state and local law.

As previously discussed in Finding B4, the revised project complies with all requirements of State and local law.

D. Environmentally Sensitive Habitat Area Findings (LIP Chapter 4)

The subject parcel is not located in ESHA or ESHA buffer as depicted on the LCP ESHA and Marine Resources Overlay Map. The amended project does not change the limits of disturbance of the original approved project. The City Biologist reviewed the previously approved project and determined that it is consistent with the LCP. Therefore, the findings in LIP Chapter 4 are not applicable.

E. Native Tree Protection Ordinance Findings (LIP Chapter 5)

The provisions of the Native Tree Protection Chapter only apply to those areas containing one or more native Oak, California Walnut, Western Sycamore, Alder or Toyon trees that has at least one trunk measuring six inches or more in diameter, or a combination of any two trunks measuring a total of eight inches or more in diameter, 4.5 feet from the ground. No native trees are proposed to be removed or impacted as part of the revised project scope of work. Therefore, the findings in LIP Chapter 5 are not applicable.

F. Scenic, Visual and Hillside Findings (LIP Chapter 6)

The Scenic, Visual, and Hillside Resource Protection Chapter governs those CDP applications concerning any parcel of land that is located along, within, provide views to or is visible from any scenic area, scenic road or public viewing area.
Staff visited the site to evaluate potential view impacts. Story poles were placed on the site to demonstrate the size, mass and scale of the revised project. Staff conducted a story pole inspection, took photographs of the story poles and reviewed the site's surroundings for potentially significant public visual impacts. During this analysis it was determined that the revised project was not visible from PCH or other scenic roads.

The project site has no trails on or adjacent to it according to the LCP Park Lands Map. The unimproved and unofficial bridal trail easement runs along Wildlife Road and the project site would be visible from the trail alignment. However, since it is an unimproved and future trail, no scenic vistas are offered. Moreover, the existing residential development located along Wildlife Road already eliminates scenic views of the ocean and mountains. Therefore, the scenic, visual and hillside resource protection findings contained in LIP Chapter 6 are not applicable.

G. Transfer of Development Credits (LIP Chapter 7)

Pursuant to LIP Section 7.2, the transfer of development credits only applies to land divisions and/or new multi-family development in specified zoning districts. The proposed CDPA does not involve a land division or multi-family development. Therefore, the findings in LIP Chapter 7 are not applicable.

H. Hazards Findings (LIP Chapter 9)

Pursuant to LIP Section 9.3, written findings of fact, analysis and conclusions addressing geologic, flood, and fire hazards, structural integrity or other potential hazard must be included in support of all approvals, denials or conditional approvals of development located on a site or in an area where it is determined that the proposed project causes the potential to create adverse impacts upon site stability or structural integrity.

For the original project, the applicant submitted a series of geologic reports prepared by GeoConcepts, Inc., all of which have been reviewed by the City Geotechnical staff for the hazards listed in LIP Sections 9.2(A)(1-7). Analysis also included review of the City of Malibu General Plan and review of the hazards designation in the City of Malibu's Geographic Information System (GIS). City Geotechnical staff determined that the amendments to the project did not modify any of the conclusions made during the Planning level review of the original project. The modified residence and pool location and increased grading were already approved through the plan check process. Thus, City Geotechnical staff determined the proposed amended project did not require further Planning level review, and the previously made findings still apply. No revised findings are required.

I. Shoreline and Bluff Development Findings (LIP Chapter 10)

LIP Section 10.3 requires that shoreline and bluff development findings be made if the project is anticipated to result in potentially significant adverse impacts on coastal resources, including public access and shoreline sand supply. The project is not located along the shoreline or on a bluff; therefore, the findings contained in LIP Chapter 10 are not applicable.

J. Public Access (LIP Chapter 12)

The subject parcel is located inland and away from the Pacific Ocean. Given its location, there are no opportunities for lateral or vertical access to the beach, bluff-top viewing areas, or recreational access, and does not abut any trails depicted on the LCP Park Lands Map. Like the original project, the amended project will not impact the unimproved and unofficial bridal trail easement, and the public access findings contained in LIP Chapter 12 are not required.

K. Land Division (LIP Chapter 15)

This project does not involve a division of land as defined in LIP Section 15.1. Therefore, the findings in LIP Chapter 15 do not apply.

ENVIRONMENTAL REVIEW: Pursuant to the authority and criteria contained in CEQA, the Planning Department has analyzed the proposed amended project. The Planning Department found that the project as amended is listed among the classes of projects that have been determined not to have a significant adverse effect on the environment, and that the same categorical exemption (CE) determination (CE No. 15-004) pursuant to CEQA Guidelines Sections 15301(l) Demolition of Existing Structures and 15303(a) and (e) – New Construction for the original project applies to the amended project. The Planning Department has further determined that none of the six exceptions to the use of the categorical exemption apply to this amended project (CEQA Guidelines Section 15300.2)

CORRESPONDENCE: To date, no correspondence has been received on the CDPA.

PUBLIC NOTICE: Staff published the required Public Hearing Notice in a newspaper of general circulation on July 7, 2016 and mailed the notice to property owners and occupants within a 500-foot radius of the subject property (Attachment 8).

SUMMARY: The required findings can be made that the revised project complies with the LCP. Further, the Planning Department findings of fact are supported by substantial evidence in the record.

ATTACHMENTS:

1. Planning Commission Resolution No. 16-17
2. Vicinity Map and Aerial Photograph
3. Project Plans
4. Department Review Sheets
5. Site and Story Poles Photographs
6. Primary View Determination Photos for 6855 Wildlife Road
7. Previous Site and Story Pole Photographs
8. Public Hearing Notice

All referenced reports not included in the attachments can be viewed in their entirety in the project file located at Malibu City Hall.

ATTACHMENT 1

Planning Commission Resolution 16-17

See Exhibit D (Resolution No. 16-17)

ATTACHMENT 2

SPERBER RESIDENCE

MALIBU, CA

JULY, 2016

ADDITIONAL	ADDL	JOINT	JT
ADJUSTABLE	ADJ		
ABOVE FINISHED FLOOR	A.F.F.	MANUFACTURE	MFR
ABOVE RAISED FLOOR	A.R.F.	MANUFACTURER'S	MFRS
AIR CONDITIONING	AC	MATERIAL	MATL
ALTERNATE	ALT	MAXIMUM	MAX
ARCHITECT (URAL)	ARCH	MECHANICAL	MECH
AREA DRAIN	A.D.	METAL	MTL
		MINIMUM	MIN
BLOCKING	BLKG	MISCELLANEOUS	MISC
BOARD	BD		
BUILDING	BLDG		
		NORTH	N
CABINET	CAB	NOT IN CONTRACT	N.I.C.
CEILING	CLG	NOT TO SCALE	N.T.S.
CENTER	CTR	NUMBER	NO. OR #.
CENTER LINE	C.L.		
CERAMIC TILE	C.T.	ON CENTER	O.C.
CLEAR	CLR	OUTSIDE DIAMETER	O.D.
CONCRETE	CONC	OPENING	OPG.
CONCRETE MASONRY UNIT	C.M.U.		
CONSTRUCTION	CONST	PAIR	PR.
CONTINUOUS	CONT.	PERFORATE(ED)	PERF.
CONTROL JOINT	C.J.	PIECE/PIECES	PC./PCS
		PLANTER AREA	PA.
DIAMETER	D.I.A.		
DIMENSION	DIM	QUANTITY	QTY
DOUBLE	DBL		
DOUBLE HUNG	D.H.	RADIUS	RAD
DOWN	DN	REFERENCE	REF
DRAWING	DWG	REFRIGERATOR	REFRIG
		REINFORCE/REINFORCING	REINF
ELECTRIC	ELECT	REQUIRED	REQ
ELECTRIC PANEL	ELECT PNL	RETURN AIR	R.A.
ELEVATOR	ELEV	ROUGH OPENING	R.O.
ENCLOSURE	ENCL		
ENGINEER	ENGR.	SHEET	SHT
EQUAL	EQ	SIMILAR	SIM
EQUIPMENT	EQUIP	SOUTH	S
EXISTING	EXIST	SMOKE DETECTOR	S.D.
EXTRUDE OR EXTRUSION	EXTR	SPEAKER	SPKR.
		SPECIFICATIONS	SPECS
FABRICATE(ED)	FAB	SPRINKLER HEAD	S.H.
FINISH	FIN	SQUARE	SQ.
FIXTURE	FIXT	STAINLESS STEEL	S.S.
FLOOR	FL	STANDARD	STD
FLUORESCENT	FLUOR.	STEEL	STL
FOOT	FT	STRUCTURAL	STRUCT
FRESH AIR INTAKE (OR INLET)	F.A.I.		
FURNISH(ED)	FURN	TELEPHONE	TEL
FURRING	FUR.	TELEVISION	TV
		TEMPORARY	TEMP
GALVANIZED	GALV	TONGUE AND GROOVE	T & G
GAUGE	GA	TYPICAL	TYP
GROUND	GRND		
GYPSUM BOARD	GYP BD	UNLESS OTHERWISE NOTED	U.O.N.
	HT.	VERTICAL	VERT.
METAL	HM	VINYL COMPOSITION TILE	VCT
HORIZ.			
WITH	W/	WITH	W/
HW		WITHOUT	W/O
HB		WOOD	WD
METER	I.D.		

ABBREVIATIONS

- 2013 CALIFORNIA BUILDING CODE (RESIDENTIAL, PLUMBING, MECHANICAL, ENERGY AND ELECTRICAL CODES) / 2014 L.A. COUNTY BUILDING CODE & 2011 L.A. COUNTY AMENDMENTS TO THE 2013 CALIFORNIA CODES LISTED ABOVE.

APPLICABLE CODES

•Architect:
Douglas W. Burdge, A.I.A.
Burdge & Associates Architects, Inc.
21235 Pacific Coast Hwy
Malibu, CA 90265
Tel. (310) 456-5905
Fax. (310) 456-2487
email: doug@buaia.com

•Interior Designer:
Martyn Lawrence Bullard Design
8101 Melrose Ave. #205
Los Angeles, CA 90046
Tel. (323) 655-5000
email: martyn@martynlawrencebullard.com

•Civil Engineer:
Geo Works Inc.
5158 Cochran St.
Simi Valley, CA 93063
Tel. (805) 522-3208
Fax.(805) 582-1228
email: justin@geoworks.us

•Landscape Architect:
James Hyatt Studio
32045 Castle Court, Suite 201
Evergreen, Colorado 80439
Tel. 720-539-7907

•Archaeologist:
Compass Rose Archeological Inc.
6200 Peach Ave.
Van Nuys, CA 91411
Tel. 818-989-0056
email: jcompass@earthlink.net

•Owner:
Richard & Shawn Sperber
6835 Wildlife Rd.
Malibu, CA 90265
Tel. 818-737-2614
email: rsperber@valleycrest.com

•Surveyor:
M&M Co.
16145 Roscoe Blvd.,
North Hills, CA 91343
Tel. (818) 891-9100
Fax. (818) 891-9115
email: greg@mmsurveyors.com

•Septic Consultant:
MKN & Associates
P.O. Box 1004
Arroyo Grande, CA 93421
Tel. (805) 574-3202
email: mheny@mknassociates.us

•Geology & Soils Eng.:
Geo Concepts, Inc.
14428 Hamlin St. #200
Van Nuys, CA 91401
Tel. (818) 994-6895
Fax. (818) 994-8509
email: bob2@geoconceptsinc.com

PROJECT TEAM

- DEMOLITION OF EXISTING SINGLE FAMILY RESIDENCE & ASSOCIATED HARDSCAPE & LANDSCAPE
- CONSTRUCTION OF NEW SINGLE FAMILY RESIDENCE W/ BASEMENT
- NEW PROPOSED POOL AND SPA

SCOPE OF WORK

•ADDRESS: 6847 Wildlife Dr.
Malibu, CA 90265

•OWNER: Richard & Shawn Sperber
6835 Wildlife Dr.
Malibu, CA 90265

•LEGAL DESCR: See Survey

•A.P.N: 4468-006-017

•OCCUPANCY GROUP: R3/U

•TYPE OF CONSTRUCTION: V-N

•NUMBER OF STORIES: 2 + BASEMENT

•PROPOSED HEIGHT: 28'

•FIRE ZONE: VHFHSZ

•SPRINKLERED: YES

•SEWAGE: SEPTIC

•ZONING DESIGNATION: RR1

LOT AREA:
•Gross Lot Area: 51,864 Sq.Ft. (1.19 ac.)
•Net Lot Area: 51,864 - 3,001 (Road easements) = 48,863 Sq.Ft.

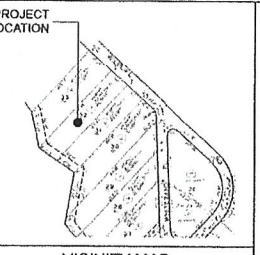
REQUIRED SETBACKS: (Lot Depth = 518.65'; Lot Width = 100.0')

REQUIRED:		PROPOSED:
•Front =	32.5' (50% of 65.0'- Wildlife Rd. Right-of-Way)	53.4'
•Rear =	77.78'	333.4'
•10% Side =	10'	12.4'
•15% Side =	15'	15'

MAX. IMPERMEABLE COVERAGE:
48,863 x 30% = 14,658.9 Sq.Ft.

PROPOSED IMPERMEABLE AREA:
12,998 SQ.FT. < 14,658.9 SQ.FT.

PROJECT LOCATION



VICINITY MAP

MAX. ALLOWABLE SQUARE FOOTAGE:
21,780 x .177 + 3,365 + 1000 = 4,855 Sq.Ft.
43,560 - 21,780 = 21,780 x .10 = 2,178 Sq.Ft.
48,863 - 43,560 = 5,303 x .05 = 265 Sq.Ft.
T.D.S.F. = 7,298 Sq.Ft.

PROPOSED SQUARE FOOTAGE TABULATION:
MAIN RESIDENCE:

First Floor	3,965 Sq.Ft.
Second Floor	2,767 Sq.Ft.
Subtotal	6632 Sq.Ft.
Covered Porches	36 Sq.Ft.
Attached Garage	628 Sq.Ft.
Total T.D.S.F.	7,296 Sq.Ft. (Allowed 7,298 Sq.Ft.)
Basement	999 Sq.Ft. (Less than 1,000 allowed)
Areas over 18' @ 2nd Floor	212 Sq.Ft.

BULK AREA TABULATION: (1/3's RULE)
Area Below 18' = (3,965 + 36 + 628) = 4,629 Sq.Ft.
Maximum Area Allowed Over 18' = (4,629 x .67) = 3,034.43 Sq.Ft.
Area Over 18' = (2767+ 212)= 2,979 Sq.Ft. < 3,034.43

PROJECT INFORMATION

GENERAL
T-1.1 COVER SHEET/ PROJECT INDEX
T-1.2 SURVEY
T-1.3 STORY POLE PLAN

LANDSCAPE
LP-1 PLANTING PLAN
LI-1 IRRIGATION PLAN
LI-2 TREE IRRIGATION PLAN
HY-1 HYDROZONE PLAN
F-1 FIRE FUEL MODIFICATION PLAN
LS-1 IRRIGATION & PLANTING SPECIFICATIONS
LD-1 IRRIGATION & PLANTING DETAILS
LD-2 IRRIGATION & PLANTING DETAILS

CIVIL
COVER SHEET
GRADING PLAN & DRAINAGE PLAN
GRADING DETAILS

ARCHITECTURAL
A-0.1 PROPOSED SITE PLAN
A-0.2 WALL AND FENCE PLAN
A-0.3 MATERIAL EXHIBIT SITE PLAN
A-0.4 SLOPE MAP

A-1.1 PROPOSED BASEMENT PLAN
A-1.2 PROPOSED FIRST FLOOR PLAN
A-1.3 PROPOSED SECOND FLOOR PLAN
A-1.4 PROPOSED ROOF PLAN

A-2.1 PROPOSED ELEVATIONS
A-2.2 PROPOSED ELEVATIONS

A-3.1 PROPOSED SECTIONS
A-3.2 PROPOSED SECTIONS

SHEET INDEX

SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-18889
EXP. 11/30/2011
STATE OF CALIFORNIA

THE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF THE ARCHITECT AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH THE ARCHITECT.

WRITTEN DIMENSIONS SHALL BE VERIFIED ON THE JOB SITE. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY WORK.

NO	DATE	ISSUE
	04/15/2015	CDP 1st SUBMITTAL
	10/09/2015	PLAN CHECK CORRECTIONS #1
	11/24/2015	POOL SUBMITTAL
	12/09/2015	PLAN CHECK CORRECTIONS #2
	01/06/2016	PLAN CHECK CORRECTIONS #3
	01/19/2016	PUBLIC WORKS DEPARTMENT
	03/01/2016	POOL RESUBMITTAL
▷	06/23/2016	REVISION
▷	07/06/2016	REVISION
	07/07/2016	PLANNING DEPT. RESUBMITTAL

BURDGE & Associates ARCHITECTS
MALIBU SUN VALLEY
WWW.BUAIA.COM

21235 PACIFIC COAST HWY
MALIBU, CA 90265
TEL 310-456-5905

480 WASHINGTON AVE.
SUITE 204 C
KETCHUM, ID 83340
TEL. 208-485-3230

DESCRIPTION:

COVER SHEET

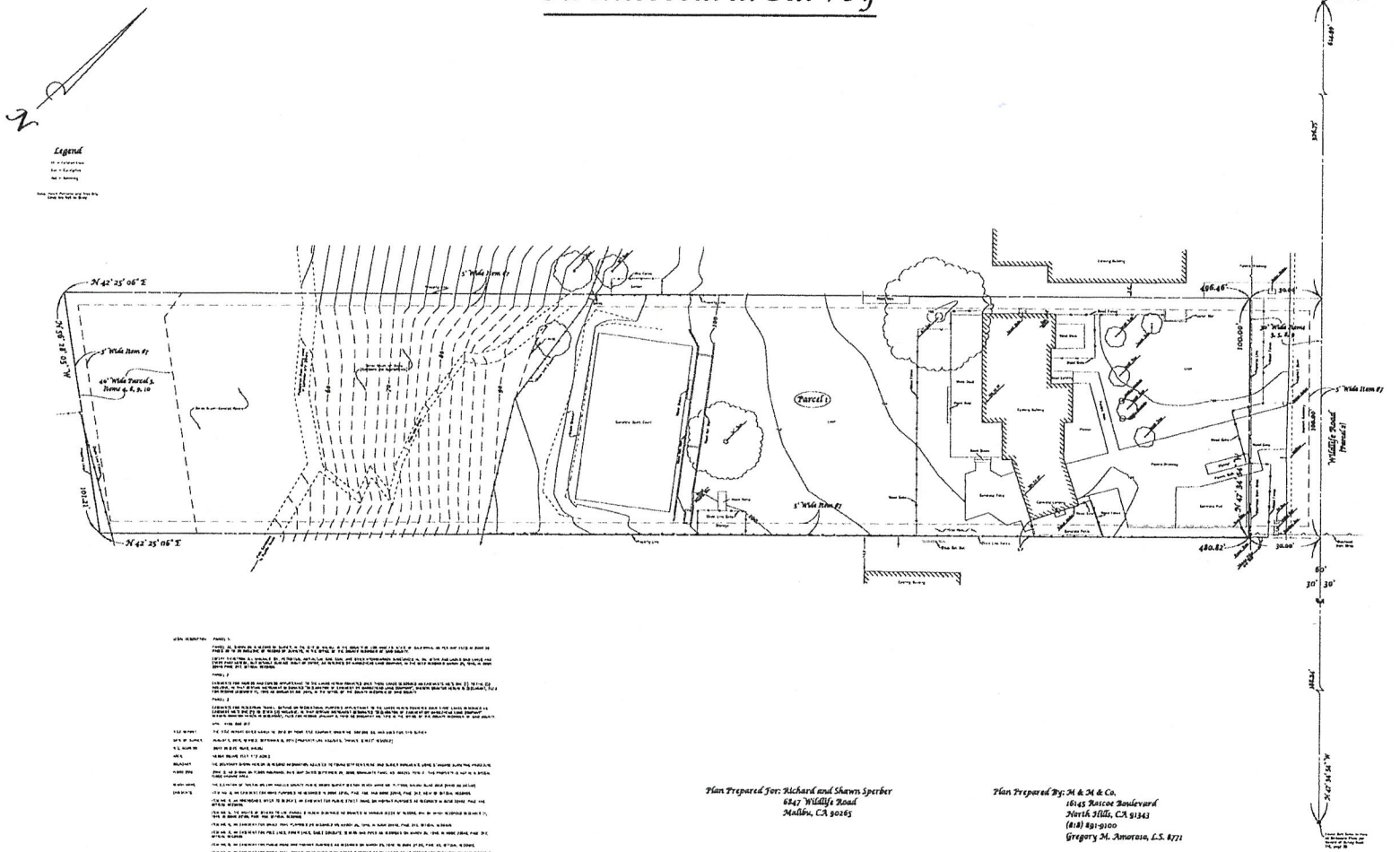
DRAWING NO.

T-1.1

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	
DRAWN BY	DWB, KT, MA, DDUT

ATTACHMENT 3

Architectural Survey



Plan Prepared For: Richard and Shawn Sperber
6847 Wildlife Road
Malibu, CA 90265

Plan Prepared By: M & M & Co.
16145 Raicoe Boulevard
North Hills, CA 91343
(818) 891-9100
Gregory M. Amorosa, L.S. 8771

SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

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NO	DATE	ISSUE
	04/16/2013	CDP 1st SUBMITTAL
	10/29/2015	PLAN CHECK CORRECTIONS #1
	11/24/2015	POOL SUBMITTAL
	12/09/2015	PLAN CHECK CORRECTIONS #2
	01/05/2016	PLAN CHECK CORRECTIONS #3
	03/18/2016	PUBLIC WORKS DEPARTMENT
	03/31/2016	POOL RESUBMITTAL
1	06/23/2016	REVISION
2	07/08/2016	REVISION
	07/21/2016	PLANNING DEPT. RESUBMITTAL

BURDGE & Associates ARCHITECTS
MALIBU SUN VALLEY
WWW.BJAIA.COM
31236 PACIFIC COAST HWY
MALIBU, CA 90265
TEL 310-456-5805
480 WASHINGTON AVE.
SUITE 204 C
KETCHUM, ID 83340
TEL 208-726-3326

DESCRIPTION:

SURVEY

DRAWING NO.
T-1.2

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	1"=20'-0"
DRAWN BY	DMM, KT, MA, DD,LY

LEGEND:

	Plastic Ribbon	(E.G.)	EXISTING GRADE
	Story Pole	(E.R.)	EXISTING ROOF
	Existing Structure Outline	(E.S.)	EXISTING STRUCTURE
	Proposed Roof	*	VERIFY ON FIELD
		SP#	Datum @ Top of Pole/ Story Pole Number
SP# (EG#) XX.XX' XX.XX'	Story pole Number Datum @ Bottom of Pole Datum @ Top of Pole	SP#	Datum @ Top of New Pole/ Story Pole Number
		EG#	Datum @ Bottom of Pole
SP# (ER#) XX.XX' XX.XX'	Story pole Number Datum @ Bottom of Pole Datum @ Top of Pole	ER#	Datum @ Bottom of Pole @ (E) Roof

PLAN NOTES:

"The top one foot (1' 0") of the story pole shall be painted with a clearly visible black paint. Markings shall also be made at 18 feet above finish or natural grade, whichever results in a lower building height, and at one (1) foot increments above 18 feet. Bright orange construction mesh approximately one (1) foot in width shall be placed connecting poles to show all proposed roof and ridgelines.

"If at anytime the story pole becomes unsafe, they shall be repaired and reset immediately. The story poles shall be removed immediately if determined by the City to be a public safety risk."

INSTRUCTIONS:

Indication of story pole Height: The elevation of the height of each story pole and the natural and finish grades shall be indicated on the plans. In addition, the applicant shall provide an Elevation plan showing a typical story pole.

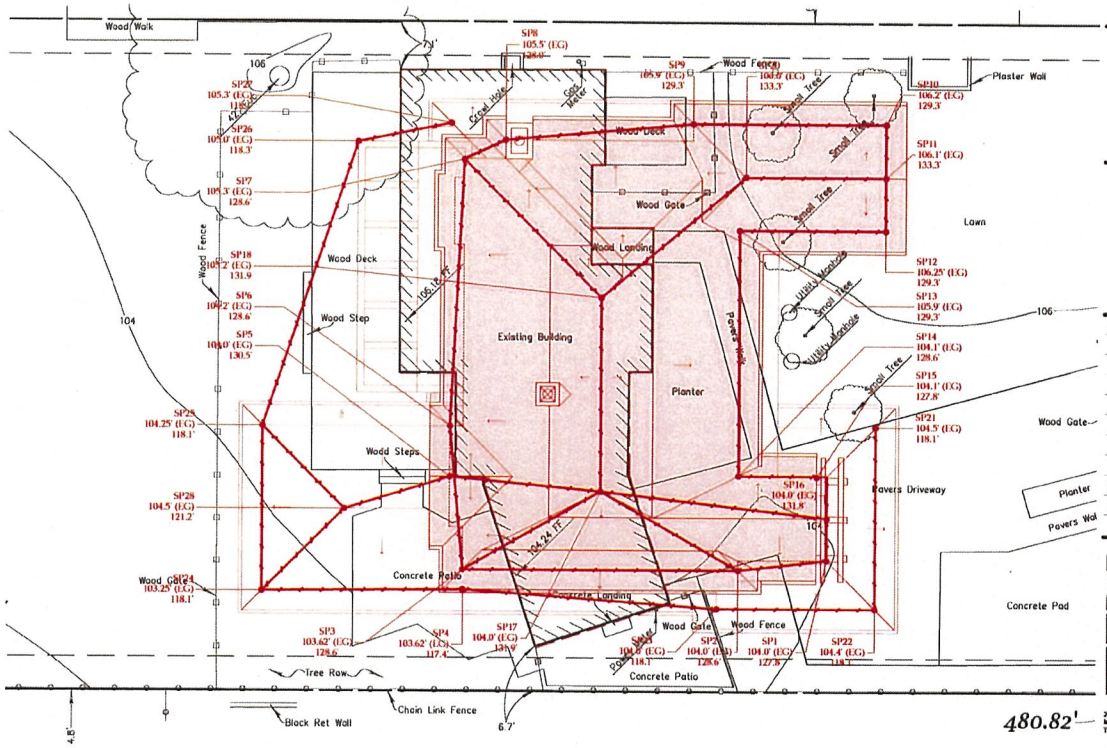
STORY POLE PLAN
APPROVED BY:

I hearby absolve the City of any liability associated with the construction of, or damage caused by, the placement of the approved story poles.

Project Applicant
Joseph Lezama
Burdge & Associates Architects, Inc.

Date

STORY POLE #	DATUM @ BOTTOM	DATUM @ TOP	STORY POLE HEIGHT
SP1	104.0 (EG)	127.8	23.8
SP2	104.0 (EG)	128.6	24.6
SP3	103.62 (EG)	128.6	24.98
SP4	103.25 (EG)	117.4	14.15
SP5	104.0 (EG)	130.5	26.5
SP6	104.2 (EG)	128.6	24.4
SP7	105.3 (EG)	128.6	23.3
SP8	105.5 (EG)	128.0	22.4
SP9	105.9 (EG)	129.3	23.4
SP10	106.2 (EG)	129.3	23.2
SP11	106.1 (EG)	133.3	27.25
SP12	106.25 (EG)	129.3	23.05
SP13	105.9 (EG)	129.3	23.4
SP14	104.1 (EG)	128.6	24.5
SP15	104.1 (EG)	127.8	23.7
SP16	104.0 (EG)	131.8	27.8
SP17	104.0 (EG)	131.9	27.9
SP18	105.2 (EG)	131.9	26.7
SP20	106.0 (EG)	133.3	27.3
SP21	104.5 (EG)	118.1	13.6
SP22	104.4 (EG)	118.1	13.7
SP23	104.0 (EG)	118.1	14.2
SP24	103.25 (EG)	118.1	14.85
SP25	104.25 (EG)	118.1	13.85
SP26	105.0 (EG)	118.3	13.4
SP27	105.3 (EG)	118.1	12.8
SP28	104.5 (EG)	121.2	16.7



SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-16699
EXP 11/30/2011
STATE OF CALIFORNIA

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NO.	DATE	ISSUE
	04/16/2015	CDP 1st SUBMITTAL
	10/26/2015	PLAN CHECK CORRECTIONS #1
	11/04/2015	POOL SUBMITTAL
	12/08/2015	PLAN CHECK CORRECTIONS #2
	01/05/2016	PLAN CHECK CORRECTIONS #3
	01/19/2016	PUBLIC WORKS DEPARTMENT
	03/01/2016	POOL RESUBMITTAL
1	06/03/2016	REVISION
2	07/08/2016	REVISION
	07/21/2016	PLANNING DEPT. RESUBMITTAL

BURDGE & Associates ARCHITECTS
MALIBU SUN VALLEY
WWW.BUAIA.COM
31336 PACIFIC COAST HWY. MALIBU, CA 90265 TEL 310-456-9905
480 WASHINGTON AVE. SUITE 204 C KETCHUM, ID 83340 TEL: 208-485-3328

DESCRIPTION:

STORY POLE PLAN

DRAWING NO.
T-1.3

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	
DRAWN BY	DWB, KT, MA, DD,LY

City of Malibu

23815 Stuart Ranch Road • Malibu, California 90265-4861 (310) 456-2489 • fax (310) 317 0950 •
www.ci.malibu.ca.us

PUBLIC WORKS DEPARTMENT GENERAL NOTES

1. All work shown on these plans shall be constructed in accordance with the current edition of the Standard Specifications for Public Works Construction (SSPWC) "Green Book".
2. Contractors shall comply with all applicable Division of Industrial Regulations (Cal OSHA) safety standards. If requested by the Inspector, the Contractor shall provide proof of a permit from said division.
3. Contractor shall call the Public Works Inspector at (310) 456-2489, ext. 235 for Pre-Construction Meeting prior to the commencement of any construction or grading operations. Contractor shall notify the City Public Works Inspector 48 hours prior to commencing any construction and 24 hours in advance of specific inspection needs during the course of the work.
4. Improvements are proposed within the Public Right-Of-Way.
5. Storage of any construction materials, construction trailer, and/or parking and any work within the City public right of way shall require a City Encroachment Permit. Call the Public Works Inspector at (310) 456-2489, ext. 235 to apply for a permit.
6. Storage of any construction materials, construction trailer, and/or parking and any work within the Caltrans public right of way shall require a Caltrans Encroachment Permit. Submit a copy of the Caltrans Encroachment Permit to the Public Works Department.
7. All work shall be performed during City working hours and in compliance with these plans.
8. Contractor shall verify all conditions and dimensions and shall report any discrepancies to the Engineer prior to the commencement of any work.
9. Contractor shall locate, protect, and save any and all survey monuments that will be or may be damaged or destroyed by their operations. Once found, the Contractor shall then notify both the developer's supervising Civil Engineer and the Public Works Inspector. The supervising Civil Engineer shall reset all said monuments per he requirements of the Professional Land Surveyor's Act.
10. The Contractor shall be responsible for protecting all public and private property insofar as it may be affected by these operations.
11. Existing traffic signs are not to be removed without prior notification and approval of the City Engineer. As a minimum, construction work zone traffic signs and striping shall be furnished, installed, and maintained in accordance with the "Work Area Traffic Control Handbook" (the "WATCH Manual"), published by BNI Building News, Inc. A Traffic Control Plan, prepared by the developer, may be required by the City.
12. Dust control shall be maintained at all times.
13. Erosion Control Plans shall be provided for all projects. Grading and clearing is prohibited from November 1 to March 31 for all developments within or adjacent to ESHA and/or including grading on slopes greater than 4:1.
14. All underground utilities and service laterals shall be installed prior to construction of curbs, gutters, sidewalks, and paving unless otherwise permitted by the City Engineer.
15. The Developer shall comply with NPDES requirements. The Storm Water Pollution Prevention Plan (SWPPP) shall be available at the construction site at all times and shall be kept updated.
16. All recommendations made by the Geotechnical/Soils Engineer (and Engineering Geologist, where employed), and contained in the reports referenced hereon, as approved or conditioned by the City, shall be considered a part of the Grading Plan.
17. All storm drain pipe within the public right-of-way and easements shall be reinforced concrete pipe (RCP)
18. Terrace drains, interceptor drains, and down drains shall be constructed of 3" P.C.C. reinforced with 6"x6" x 10/10 W.W.M. and shall be either semicircular or triangular cross section. Concrete color shall be "Omaha Tan" or approved equivalent.
19. Grading Quantities: (See Table Below)
    Cut: 1189 cu.yd. Fill: 817 cu.yd.
    Export: 382 cu.yd. Import: 0 cu.yd.
    Removal and Recompaction 710 cu.yd.
20. Total Disturbed Area area: 0.61 ac
    (including grading, shoring, and landscaping area)
    Total Existing Impervious Surface Area: 0.291 sq. ft.
    Total Proposed Impervious Surface Area: 0.291 sq. ft.
    Flood Zone on FIRM: _____ Base Flood Elevation: _____ft.
21. All slopes on private property exceeding seven, drainage channels, or other public facilities shall be graded not steeper than 2:1 for cut and fill unless specifically approved by the City Engineer on recommendation of the project's geotechnical/soils consultant.
22. All catch basins and drainage inlets shall be stenciled with the City of Malibu storm drain logo.

GRADING GENERAL NOTES:

MALIBU DEVELOPMENT STANDARDS (CUTS and FILLS) [3112, 3113 & Malibu LCP 6.3]:

1. Cut material may only be exported to an appropriate landfill or a site permitted to accept material.

GRADING INSPECTION REQUIREMENTS [3117.4]:

1. Initial Inspection: When the site has been cleared of vegetation and unapproved fill and it has been scarified, benched or otherwise prepared for fill. No fill shall have been placed prior to this inspection.
2. Toe Inspection: After the natural ground is exposed and prepared to receive fill and before any fill is placed.
3. Excavation Inspection: After the excavation is started and before the depth of excavation exceeds 10 feet.
4. Rough Inspection: When approximate final elevations have been established; drainage terraces, swales and other drainage devices necessary for the protection of the building site from flooding are installed; berms installed at the top of slopes; Submit the required "Rough Grading Reports". Foundations shall not be excavated until the Building Official has approved Rough Grading.
5. Final Inspection: When grading has been completed, all drainage devices necessary to drain the building pad are installed, slope planting established and all irrigation systems installed. Submit the required "As-built Grading Plan" and "Notification of Completion".
6. Subdrain Installation: Provide continuous inspection during subdrain excavation and installation. Continuous inspection by the Soils Engineer or his responsible representative shall be provided during all subdrain installations. [3113.2]
7. Fill Inspection:
   7.1. After the fill emplacement is started and before the vertical height of the lift exceeds 10 ft. [3113.2]
   7.2. During preparation of removal ground and placement and compaction of fill.
   7.3. The soils engineer shall be present during the entire fill placement and compaction of fills that will exceed a vertical height or depth of 30 ft. or result in a slope surface steeper than 3horizontal to 1 vertical. [3113.7
8. Drainage Device Inspection: After forms and pipe are in place and before any concrete is poured.
9. Rough Grading: When all rough grading has been completed and erosion protection has been installed. The Geotechnical Engineer shall submit the final compaction report prior to the approval of rough grade.

COMPACTION TESTING REQUIREMENTS:

1. Fill shall be compacted (as determined by A.S.T.M. Soil Compaction Test D1557- Latest Version) throughout their fill extent to [3113.4]:
2. A minimum relative compaction of 90% of maximum dry density within 48 ft. below finished grad, and
3. 95% of maximum dry density deeper than 48 ft. below finished grade
4. Field density shall be determined by Sand-Cone Method, A.S.T.M. D1556 - Latest Version. In fine grained cohesive soils field density may be determined by the Drive Cylinder Method, A.S.T.M. D-2937- Latest Version, provided not less than 20% of the required density tests, uniformly distributed, are by the Sand Cone Method. The method of determining field density shall be shown in the compaction report. Other methods may be used if recommended by the Soils Engineer and approved in advance by the Building Official. [3113.4]
5. Sufficient tests of soil preparation, including soil types and shear strength, shall be made during grading operations to verify compliance with design criteria. The results of such testing shall be furnished to the Building Official upon completion of grading operations, or when necessitated by field conditions upon request of the Building Official. [3113.8] One field density test to be made as follows:
   5.1. One test for each two foot vertical lift.
   5.2. One test for each 1,000 cubic yard of material placed.
   5.3. One test will be made at point approximately one foot below the fill slope surface on the basis of one test for each 1,000 square feet of slope surface but not less than one test for each 10 feet of vertical slope height.

GENERAL NOTES:

1. Any modifications of or changes to approved grading plans must be approved by the Building Official.
2. A copy of the grading permit and approved grading plan must be in the possession of a responsible person and available at the site.
3. This plan has been checked on the assumption that the fills shown will not be compacted. Place the following note on the plan stating: "Fills are uncompacted and not suitable for the support of structures. All foundations for future buildings are to be extended through the fill into natural ground." If the fills are to be compacted, comply with correction numbers 94, 95 & 96.
4. Engineer must set grade stakes for all drainage devices and the contractor shall obtain inspection before pouring.
5. All storm drain work is to be done under continuous inspection by the Field Engineer. Weekly status reports shall be submitted by the Field Engineer to the City Building Department.
6. Provisions shall be made for constributary drainage at all times.
7. Secure permission from (City Engineer), (Lower Highway Department) for construction, grading and/or discharge of drainage within street right-of-way.
8. Separate plans for temporary drainage and Wet Weather Erosion Control measures to be used during the rainy season must be submitted prior to October 1. The erosion control devices shown on said plans must be installed by not later than November 1 and maintained in operable condition until April 15. [3318.3]
9. The Grading Contractor shall submit a written statement verifying that the work done under his direction was performed in accordance with the approved plans and requirements of Chapter 33 of the Malibu Building Code or describing all variances from the approved plans and requirements of the code. [3318.1]
10. The Design Engineer verifies that this grading plan was prepared under my supervision in accordance with Section 3318.1 of the Malibu Building Code. All soils engineer and engineering geology recommendations were incorporated in plan. (Must be signed and dated by the Design Engineer.)
11. All recommendations included in the consultant's soil and geology reports must be complied with and are a part of the grading specifications.
12. Grading operations must be conducted under periodic geologic inspection with monthly inspection reports to be submitted to the City Building Department.
13. The consulting geologist must approve rough grading by final report. Final report must include an as-built geologic map.
14. Grading shall not be started without first notifying the Grading Inspector. A pre-grading meeting on the site is required before start of grading with the following people present: Owner, Grading Contractor, Design Civil Engineer, Soil Engineer, Geologist, Grading Inspector, and when required, the Archaeologist and Paleontologist. The required inspections for grading will be explained at this meeting.
15. Fill shall be benched into competent material per City of Malibu Standard or Soils Engineer's directions.
16. All existing fills shall be approved by the Building Official or removed prior to placing additional fills.

ADDITIONAL GRADING GENERAL NOTES:

1. The Building Official shall approve stock piling of excess material prior to excavation.
2. The Field Engineer, as a condition of rough grade approval, shall provide a blue top with accompanying witness stake, set at the center of each pad reflecting the pad elevation for precise permits and a blue top with witness stake set at the drainage swale high point reflecting the high point elevation for Preliminary Permits.
3. All trench backfills shall be tested and approved by the Soil Engineer.
4. The Engineering Geologist and Soil Engineer shall, after clearing and prior to the placement of fill in canyons, inspect each canyon for areas of adverse stability and to determine the presence of absence of subsurface water or spring flow. If needed, subdrains will be designed and constructed prior to the placement of fill in each respective canyon.
5. Subdrain outlets shall be completed at the beginning of the subdrain construction and survey for location. The as graded plan shall show all subdrain locations and elevations.
6. All cut slopes shall be investigated both during and after grading by the Engineering Geologist to determine if any slope stability problems exist. Should excavation disclose any geological hazards or potential geological hazards, the Engineering Geologist shall submit recommended remediation to the Building Official for approval.
7. Where support or buttressing of cut and natural slopes is determined to be necessary by the Engineering Geologist and Soil Engineer, the Soil Engineer shall submit design, locations, and calculations to the Building Official prior to construction. The Engineering Geologist and Soil Engineer shall inspect and control the construction of the buttressing and certify to the stability of the slope and adjacent structures upon completion.
8. When cut pads are brought to near grade, the Engineering Geologist shall determine if the bedrock is extensively fractured or faulted and will readily transmit water. If considered necessary by the Engineering Geologist and Soil Engineer, a compacted fill blanket will be placed.
9. The compaction report and approval from the Soil Engineer shall indicate the type of field testing performed. Each test shall be identified with the method of obtaining the in place density, whether sand cone or nuclear gauge, and shall be so noted for each test.
10. Exported soil from a site shall be taken to the county Landfill or to a site with an active grading permit and the ability to accept the material in compliance with the City's Local Implementation Plan (LIP), section 8.3.
11. The Engineer shall submit a Letter of Certification to the Building Official stating that the grading was done in compliance with the approved grading plan.
12. Preliminary soil and geology reports and all subsequent reports, as approved by the City of Malibu, are considered a part of the approved grading plan. All recommendations contained are to be complied with or revisions submitted for review.
13. All existing drainage courses through this site shall remain open until facilities to handle storm water are approved and functional; however, in any case no permanent structures shall be held liable for any damage due to obstructing natural drainage patterns.
14. Roof gutters shall be installed to prevent roof drainage from failing on manufactured slopes. Gutters shall be connected to non-erosive piping or other other method acceptable to the Building Official.
15. Any encroachments adjacent to other property or structures are subject to the provisions of California Civil Code, Section 832, and is the responsibility of the permittee and/or owner.
16. Projects approved for grading permit shall not receive grading permits unless the project can be rough graded before November 1st.

ENGINEERING GEOLOGIC GRADING NOTES:

1. For reference, Section 1804.3 of the 2010 CBC states that the ground immediate adjacent to the foundation shall be sloped away from the building at a slope of not less than 5% for a minimum distance of 10 feet as measured perpendicular to the face of the structure. If physical obstructions or lot lines prohibit 10 feet of horizontal distance, a 5% slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped a minimum of 2% where located within 10 feet of the building foundation. Impervious surfaces within 10 feet of the building foundation shall be sloped a minimum of 2% away from the building. Exception: Where climatic or soil conditions warrant, the slope of the ground away from the building foundation is permitted to be reduced to not less than 2%. The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill (CCC 2010).
2. All underground water lines and drainage lines shall be absolutely leak free. It is recommended that water remains, irrigation lines, and drainage lines be periodically checked for leaks by early detection of water infiltrating the surrounding soils that could cause detrimental soil movements. If a leak is detected at any time, it must be repaired immediately.
3. Landscape watering shall be held to a minimum while maintaining a uniformly moist condition without allowing the soil to dry out. Irrigation systems should be turned off when significant rain is in the forecast. During extreme hot and dry periods, adequate watering may be necessary to keep soil from separating or pulling back from the foundations or slabs.
4. Site area drains, catch basins, roof gutters, downspouts, and any subdrain outlets should be inspected periodically to insure that they are not clogged, damaged, and that they are functioning properly. In addition, cracks in paved surfaces shall be sealed to limit infiltration of surface waters.

SLOPE MAINTENANCE:

1. A vigorous slope maintenance program should be adopted to maintain the existing and any proposed slopes. The following recommendations should provide guidelines for maintenance of the slopes:
   1.1. The slopes be landscaped. An experienced Landscape Architect could be consulted for recommendations regarding the type of landscape to use on the slope that would help to reduce surface erosion and would need minimum amount of irrigation such as drought resistant plant. Trees with rooting systems that could severely disturb the outer slope materials should be avoided and/or removed.
   1.2. The moisture content of the slope outer face materials should be maintained close to the optimum throughout the year. Excessive watering or drying of the slope face must be avoided. Irrigation systems should be turned off when significant rain is in the forecast.
   1.3. Proper surface drainage should be maintained. Drainage swales should be inspected and cleaned before the rainy season. Any erosion around and underneath the swales should be repaired to prevent further undermining of the subgrade around the swales.
   1.4. If slope subdrain outlets are present on a slope, their locations should be carefully noted and extreme care should be taken to insure that the subdrain outlets do not become buried or blocked. Measures should be undertaken to insure that rodents or small animals cannot enter or reside in a subdrain outlet. If a subdrain outlet becomes buried or blocked, it must be located and/or the obstruction must be removed immediately so that water may freely drain from the the subdrainage system. It should be noted that a buried or blocked subdrain outlet could prevent groundwater from draining from within the slope thus causing the saturation of the earth materials as well as an a rise in the hydrostatic pressure within the slope. This condition could possibly lead to failure of the slope.
   1.5. Burrowing by rodents disturbs the unprofilled materials and surface drainage conditions. If burrowing rodents are observed on or within the slope, they should be exterminated immediately and any disturbance in the slope should be corrected.

ADDITIONAL GEOTECHNICAL NOTES:

1. The Project Geotechnical Consultant shall prepare an as-built report documenting the installation of the pile foundation elements for review by the City Geotechnical staff. the report shall include total depths of piles, depth into the recommended bearing material, minimum depths into the recommended bearing material, depth to groundwater, depth below the critical plane, and a map depicting the locations of the piles.
2. Subgrade soils shall be tested for Expansion Index prior to pouring footings or slabs; Foundation Plans shall be reviewed and revised by the Geotechnical Consultant, as appropriate.
3. All foundation excavations must be observed and approved by the Geotechnical Consultant prior to placement of reinforcing steel.
4. Prior to final approval of the project, an as-built compaction report prepared by the Project Geotechnical Consultant must be submitted to the City for review. The report must include the results of all density tests as well as a map depicting the limits of fill, locations of all density tests, locations and elevations of all removal bottoms, locations and elevations of all keyways and benchdrains, and locations and elevations of all retaining wall backdrains and outlets. Geologic conditions exposed during grading must be depicted on an as-built geologic map.
5. Prior to final approval of the project, an as-built report documenting the installation of the retaining wall tie-back system shall be prepared by the Project Geotechnical Consultant. The report shall include,at a minimum, the locations and details of the installations such as setback heights, dates of installation, and test results of tension capacities. the report shall include a statement that the retaining walls tie-back systems were installed under the observation of the geologist and geotechnical engineer of record and that the installations conformed to the approved plan and specifications. any modifications to the plans necessary fo the conditions encountered during construction must be documented in the final report.

CITY AND POOL CONTRACTOR NOTE:

1) **GEONIZATION SYSTEM TO BE USED FOR THE POOL WATER**
   NO DISCHARGE TO THE STREET OR ANY RECEIVING WATERS IS ALLOWED.
2) **" IT IS ILLEGAL TO DISCHARGE POOL, SPA OR WATER FEATURE WATERS TO A STREET OR DRAINAGE COURSE OR STORM DRAIN PER MMC 13.04.060 D 1". POOL CONTRACTOR TO POST A SIGN STATING THIS.**

City of Malibu

23815 Stuart Ranch Road • Malibu, California 90265-4861 (310) 456-2489 • fax (310) 317 0950 •
www.ci.malibu.ca.us

TOTAL GRADING YARDAGE VERIFICATION CERTIFICATE
PLANNING DIVISION REVIEW LEVEL

PLANNING APPLICATION NUMBER: _____
PROJECT ADDRESS: 6847 WILDLIFE ROAD, MALIBU, CA 90265

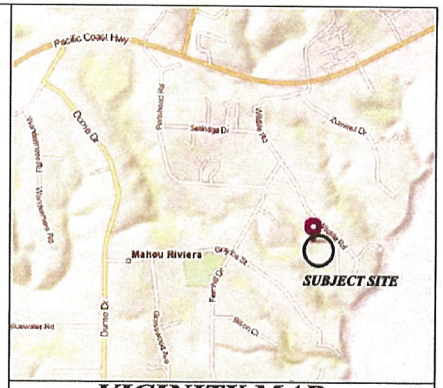
All projects proposing land form alteration which involves more than 100 cubic yards of grading shall complete this form. The completed form must be provided at the time of Planning Division application for grading approval. All applicable cubic yardages shall be completed in the table. All calculations utilized to estimate the cubic yardages indicated shall be attached to this form. This form and the required calculations must be prepared by a State of California Licensed Civil Engineer or a Licensed Surveyor. The form and the calculations shall be stamped and wet signed by the preparing party.

		EXEMPT		Non-Exempt		
	BAR	Undersubstructure	Safety	Permit	Remedial	Total
Cut	719	470	0	127	0	1189
Fill	719	0	0	817	0	817
Total	719	1072	0	944	0	2016
Import	0	0	0	400	0	0
Export	0	1072	0	0	0	382

All quantities indicated shall be in Cubic Yards only.
BAR = Removal and Recompaction
Safety Grading is required grading for L.A. County Fire Deport. seeses approval beyond the fifteen foot minimum setoes and may include tracerots, hammerheads, turnarounds, and access roadway widening. Remedial grading is grading recommended by a full site geotechnical or soils report prepared by a licensed geologist or soils engineer which is necessary to correct physical deficiencies on the site for the construction of a primary residence structure or access to the lot.

PREPARED BY: _____
DATE: _____

No.71452
Exp. Dec. 31, 2013
CIVIL
STATE OF CALIFORNIA



VICINITY MAP

LIST OF CONSULTANTS:

CIVIL: GEOWORKS, INC.
5154 COCHRAN ST.,
SIMI VALLEY, CA 93063
(805) 583-3384
(805) 583-1328

SURVEYOR: M & M & CO.
16161 ROSCOE BOULEVARD
NORTH HILLS, CA 91343
(818)891-9100

GEOTECHNICAL: GEOCONCEPTS, INC.
14630 HAMLIN STREET, SUITE 200
VAN NUYS, CA 91401
(818)994-8801

ARCHITECT: BURDGE & ASSOCIATES ARCHITECTS, INC.
21315 PACIFIC COAST HIGHWAY
MALIBU, CA., 90265
(310) 456-5961
(310) 456-2467 fax

OWNER INFORMATION:
OWNER: RICHARD AND SHAWN SPERBER
6847 WILDLIFE ROAD
MALIBU, CA 90265

	DATE	APPROVED
SHT. 1 COVER SHEET		
SHT. 2 GRADING AND DRAINAGE PLAN		
SHT. 3 DETAIL SHEET		
SHT. 4 EROSION AND SEDIMENT CONTROL		

SHEET INDEX

BENCH MARK:
THE ELEVATION OF 168.734 ON LOS ANGELES COUNTY PUBLIC WORKS SURVEY SECTION BENCH MARK NO. Y-11606, MALIBU QUAD 2006 (NAVD 88 DATUM).

6847 WILDLIFE RD
EXISTING PERMEABLE AREA CALCULATION

NON PERMEABLE : (2357+885+1078) = 4320 SQ. FT
PERMEABLE : (941 + 132 + 2112)= 3174 SQ. FT

PROPOSED:

IMPERMEABLE AREA CALCULATION:

HOUSE FOOTPRINT		4,575 SQ.FT.
WALKWAYS	281+674+259+67 =	1,281 SQ.FT.
PAVILION		674 SQ.FT.
LIGHTWELL & CRAWL SPACE ACCESS		192 SQ.FT.
DRIVEWAY		1,949 SQ.FT.
TOTAL IMPERMEABLE AREA		8,570 SQ.FT.
MAX. IMPERMEABLE COVERAGE: 40,943 x 30% = 14,658.9 Sq.Ft.		
PROPOSED IMPERMEABLE AREA: 8,570 SQ.FT. < 14,658.9 SQ.FT.		

PERMEABLE PAVEMENT CALCULATION:

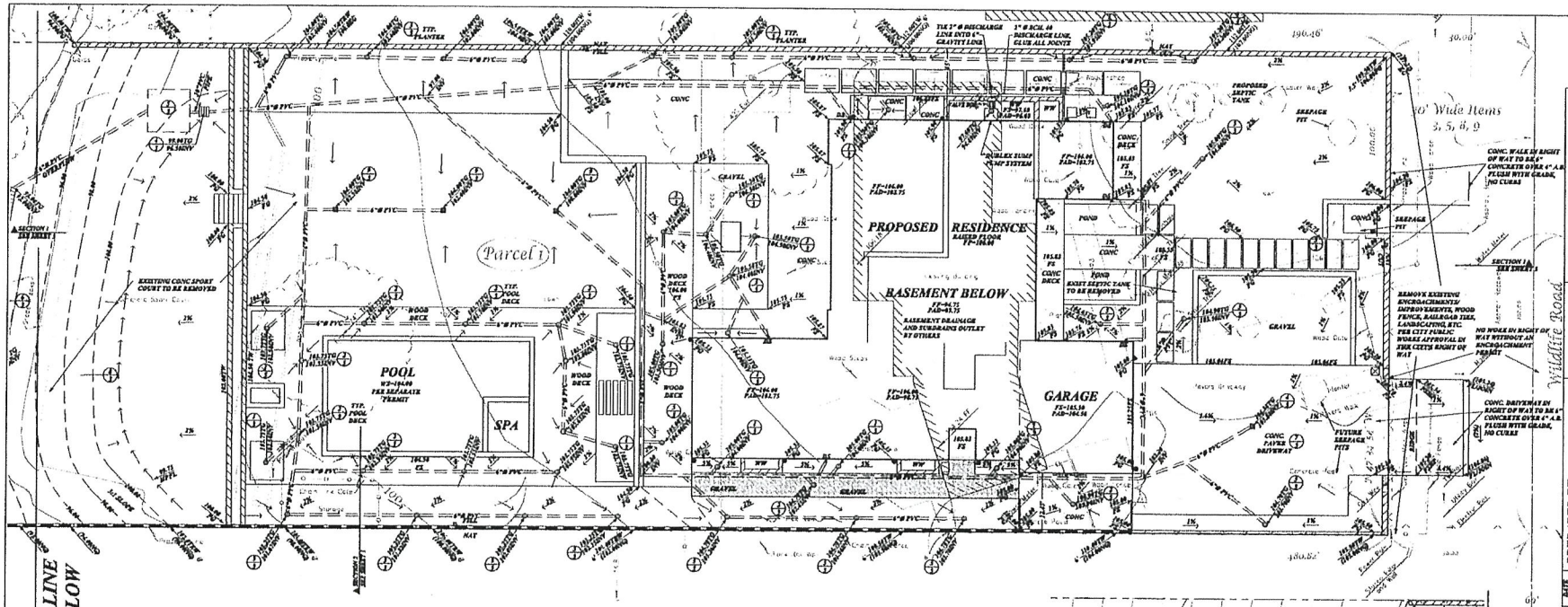
DECK OVER GRAVEL 1,113 +	335 =	1,448 SQ.FT.
TRELLIS		574 SQ.FT.
GRAVEL	359 + 540 =	899 SQ.FT.
PONDS		192 SQ.FT.
POOL & SPA (SEPARATE PERMIT)		1648 SQ. FT
POOL DECK PERVIOUS CONCRETE		1,119 SQ.FT.
TOTAL PERMEABLE AREA		4,171 SQ.FT.

PREPARED BY:

5154 Cochran St.
Simi Valley, CA 93063
Fax (805) 583-1328
(805) 583-3384
GeoWorks

CITY OF MALIBU
COVER SHEET
6847 WILDLIFE ROAD

SHEET 1 OF 4 | JOB No.: GW1526 | DATE: 07/21/16



OVERALL SITE PLAN
1" = 30'

NOTES:

1. THE BUILDING, POOL AND RETAINING WALLS ARE PER A SEPARATE PERMIT. SEE THE ARCHITECTURAL AND STRUCTURAL PLANS FOR THE STRUCTURAL DESIGN.
2. OWNER AND GR CONTRACTOR SHALL VERIFY THAT THE ARCHITECTURAL LAYOUT AND DIMENSIONS OF THE PROPOSED STRUCTURES ARE EQUIVALENT TO THE LAYOUT AND DIMENSIONS OF THE PROPOSED STRUCTURES THAT OUR SHOWN ON THIS GRADING PLAN BEFORE GRADING COMMENCES.
3. REFER TO THE GEOTECHNICAL REPORT FOR RECOMMENDATIONS ON OVEREXCAVATION AND RECAMPACTION.
4. ALL FINISH GRADES (FINIT) TO HAVE A MINIMUM 5% DRAINAGE AWAY FROM BUILDING FOR 10' MIN. OR TO A DRAINAGE DITCH. ALL OTHER FINISH GRADE (FINIT) DRAINAGE SHALL BE A MINIMUM 2% DRAINAGE TO AREA DRAINS PER PLAN.
5. ALL FINISH SURFACES TO HAVE A MINIMUM 1% DRAINAGE TO AREA DRAINS PER PLAN.
6. ALL DRAINAGE PIPE TO BE SDR 35, PVC (SEE AS SHOWN) @ 1% MINIMUM SLOPE.
7. SUBDRAIN TO BE PLACED DURING CONSTRUCTION UNDER THE GUIDANCE OF THE GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER TO DOCUMENT LOCATION OF ALL SUBDRAINS AND OUTLETS.
8. ROOF DRAIN DOWN SPOUTS PER THE ARCHITECTURAL DRAWINGS ARE TO TIE INTO SUBSURFACE DRAINAGE SYSTEM PER THIS PLAN.

LEGEND:

DN	DOWN
EG	EXISTING GRADE
ES	EXISTING SURFACE
FF	FINISH FLOOR
FG	FINISH GRADE
FS	FINISH SURFACE
FL	FLOW LINE
HP	HIGH POINT
INV	INVERT
NG	NATURAL GRADE
PL	PROPERTY LINE
	RETAINING WALL(PER SEPARATE PERMIT)
RW	RIGHT OF WAY
TG	TOP OF GRATE
TRW	TOP OF RETAINING WALL
TW	TOP OF WALL
WS	WATER SURFACE
WW	WINDOW WELL
	STRUCTURAL WALL (PER SEPARATE PERMIT)

PREPARED FOR:

PREPARED BY:

GeoWorks

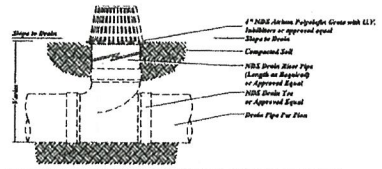
REVISIONS

CITY OF MALIBU

GRADING AND DRAINAGE PLAN

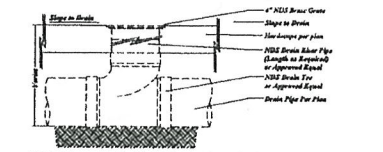
6847 WILDLIFE ROAD

SHEET 2 OF 4 | JOB No.: GW1526 | DATE: 7/21/16



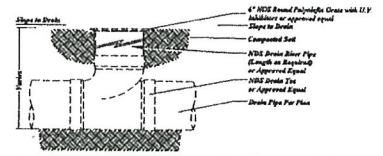
4" NDS ATRIUM GRATE WITH SANITARY SEWER & DRAIN TEE - DETAIL 1

NOT TO SCALE



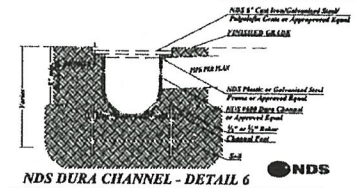
4" NDS BRASS GRATE WITH SANITARY SEWER & DRAIN TEE - DETAIL 2

NOT TO SCALE



6" NDS ROUND GRATE WITH SANITARY SEWER & DRAIN TEE - DETAIL 3

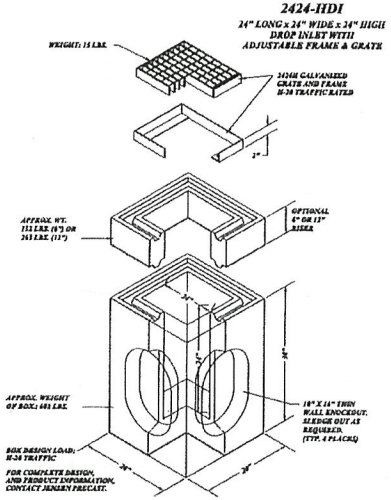
NOT TO SCALE



NDS DURA CHANNEL - DETAIL 6

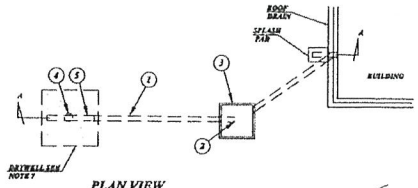
NOT TO SCALE

(VEHICULAR TRAFFIC APPLICATION) (6" MESH FOR PEDESTRIAN TRAFFIC) (9" MESH FOR VEHICULAR TRAFFIC)



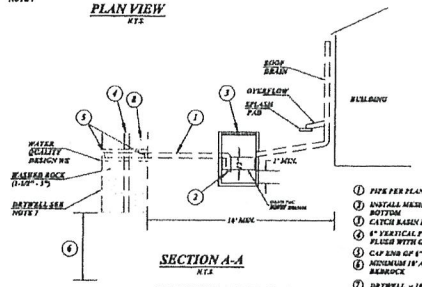
CATCH BASIN - DETAIL 4

NTS



PLAN VIEW

NTS



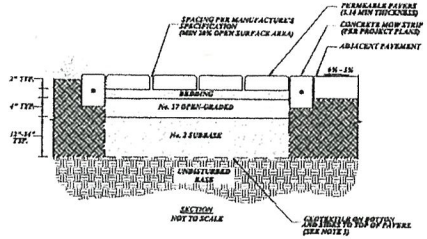
SECTION A-A

NTS

DRYWELL - DETAIL 5

NTS

1. PIPE PER PLAN
2. INSTALL MESH SCREEN AT INLET TO WELL. MIN. 1' ABOVE CATCH BASIN BOTTOM
3. CATCH BASIN PER DETAIL 4 HERSON WITH FILTER INSERT
4. 4" VERTICAL PERFORATED PVC PIPE INSPECTION WELL WITH SCREW LID FLUSH WITH GROUND
5. CAP END OF 6" PERFORATED HORIZONTAL PVC DISPERSION PIPE
6. MINIMUM 10' ABOVE SEASONAL HIGH GROUND WATER TABLE AND 5' ABOVE BEDROCK
7. DRYWELL - 10.0'W x 10.0'L x 15.7' DEEP
8. CHOKING STONE LAYER SHALL BE PLACED ON TOP OF DRYWELL TO SEPARATE IT FROM THE TOPSOIL AND PREVENT CLOGGING

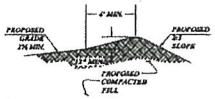


NOTES:

1. SITE SOILS SHALL HAVE ADEQUATE DRAINAGE (AT LEAST 0.5 INCHES PER HOUR).
2. INFILTRATION SHALL NOT CAUSE GEOTECHNICAL HAZARDS RELATED TO EXPANSIVE SOIL MOVEMENT, TUNNEL EROSION, OR SLOPE STABILITY.
3. IF INFILTRATION HAZARDS ARE A CONCERN, AN UNDERDRAIN SHALL BE INSTALLED TO DRAIN WATER INTO STORM DRAIN INLET OR ONSITE BMP. GEOTEXTILE SHALL BE REPLACED WITH IMPERMEABLE LINER AND UNDERDRAIN PREFERRED PIPE.
4. SLOPE IS NOT GREATER THAN 3 PERCENT.
5. PRE-FABRICATED PRODUCTS HAVE BEEN INSTALLED PER ALL APPROPRIATE MANUFACTURER'S SPECIFICATIONS. IF REQUIRED, SUB-GRADE SOIL SHALL BE COMPACTED IN ACCORDANCE WITH PRODUCT INSTALLATION SPECIFICATION.
6. SEE PERMEABLE PAVERS FACT SHEET FOR MORE INFORMATION.

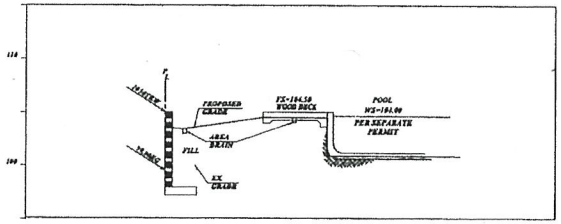
PERMEABLE PAVING - DETAIL 7

N.T.S.



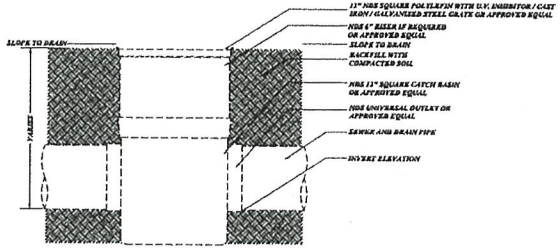
BERM - DETAIL 8

1" = 4'



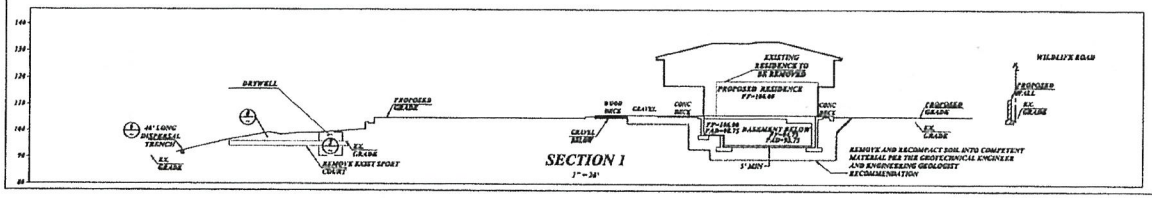
SECTION 2

1" = 10'



12" NDS SQUARE GRATE WITH NDS SQUARE CATCH BASIN - DETAIL 9

NOT TO SCALE



SECTION 1

1" = 24'

LEGEND:

BM	BENCH
EG	EXISTING GRADE
ES	EXISTING SURFACE
FF	FINISH FLOOR
FG	FINISH GRADE
FS	FINISH SURFACE
FL	FLOW LINE
HP	HIGH POINT
INV	INVERT
NG	NATURAL GRADE
PL	PROPERTY LINE
	RETAINING WALL (SEE SEPARATE PERMIT)
ROW	RIGHT OF WAY
TG	TOP OF GRATE
TRW	TOP OF RETAINING WALL
TW	TOP OF WALL
WS	WATER SURFACE
WW	WINDOW WELL
	STRUCTURAL WALL (PER SEPARATE PERMIT)

PREPARED FOR:

MICHAEL AND BRANDY ROSEKRANS
6847 WILDLIFE ROAD
MALIBU, CA 90265

REGISTERED PROFESSIONAL ENGINEER
JULIE BOWEN, PE
No 71452
Exp. Dec. 31, 2017
CIVIL
STATE OF CALIFORNIA

PREPARED BY:

GeoVision
3114 Cadiana St.
San Diego, CA 92092
(858) 337-1115 Ph
(858) 337-1119 Fax

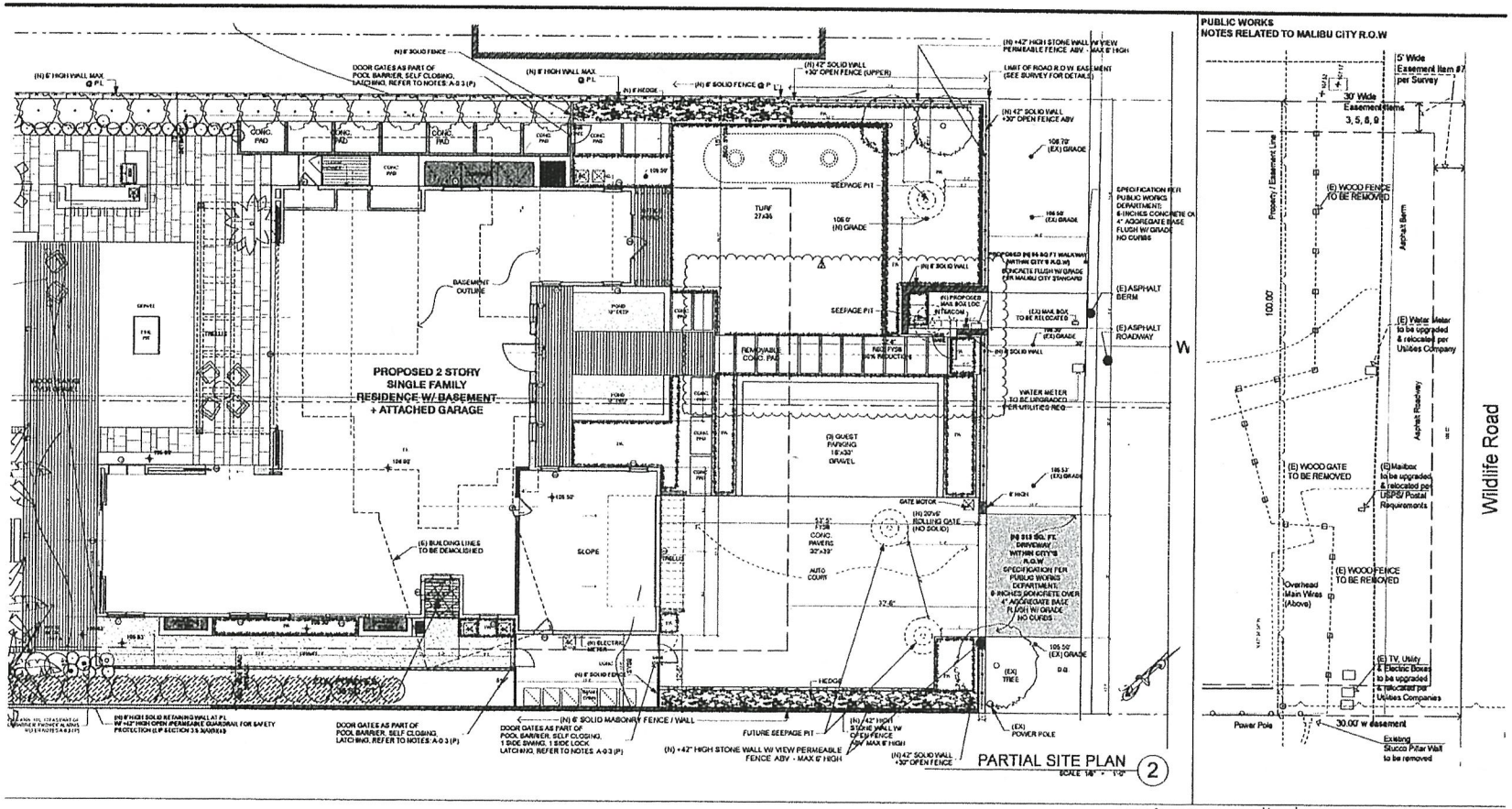
REVISIONS	DATE
1.	
2.	
3.	
4.	

CITY OF MALIBU

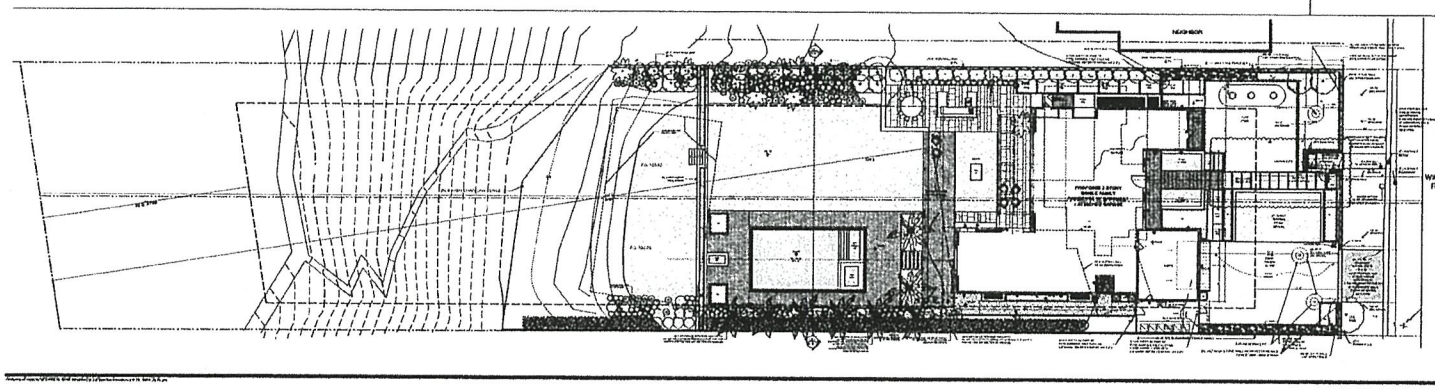
DETAIL SHEET

6847 WILDLIFE ROAD

SHEET 3 OF 4 | JOB No.: GW1526 | DATE: 7/21/16



PARTIAL SITE PLAN (2)
SCALE 1/8" = 1'-0"



SITE/ KEY PLAN (1)
SCALE 1" = 30'

SITE PLAN NOTES:
FINISH GRADE AROUND THE STRUCTURE/ ADDITION SHALL SLOPE AWAY FROM THE FOUNDATION A MINIMUM OF 5% FOR A MINIMUM DISTANCE OF 10 FEET. [§ R401.3 CRC]

NOTES TO CONTRACTOR:
CONTRACTOR TO INSTALL A NEW SIGN STATING
" IT IS ILLEGAL TO DISCHARGE POOL, SPA OR WATER FEATURE WATERS TO A STREET, DRAINAGE COURSE OR STORM DRAIN PER MMC 13.04.060 (D)(5) "

THE NEW SIGN SHALL BE POSTED IN THE FILTRATION AND/OR PUMPING EQUIPMENT AREA FOR THE PROPERTY

SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-18888
EXP 11/30/2011
STATE OF CALIFORNIA

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NO	DATE	ISSUE
	06/16/2015	CDP 1st SUBMITTAL
	10/06/2015	PLAN CHECK CORRECTIONS #1
	11/24/2015	POOL SUBMITTAL
	12/08/2015	PLAN CHECK CORRECTIONS #2
	01/05/2016	PLAN CHECK CORRECTIONS #3
	01/18/2016	PUBLIC WORKS DEPARTMENT
	03/01/2016	POOL RESUBMITTAL
▷	06/23/2016	REVISION
▷	07/08/2016	REVISION
	07/21/2016	PLANNING DEPT RESUBMITTAL

BURDGE & Associates
ARCHITECTS
MALIBU
SUN VALLEY
WWW.BJAIA.COM

21236 PACIFIC COAST HWY.
MALIBU, CA 90265
TEL: 310-456-9005

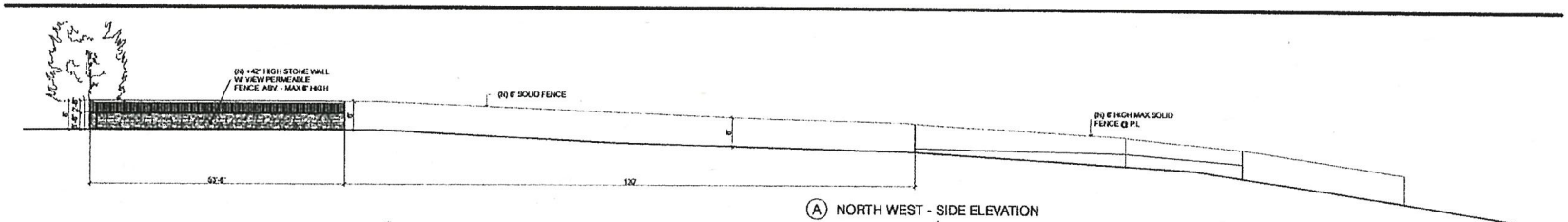
480 WASHINGTON AVE.
SUITE 204 C
KETCHUM, ID 83340
TEL: 208-726-3226

DESCRIPTION:

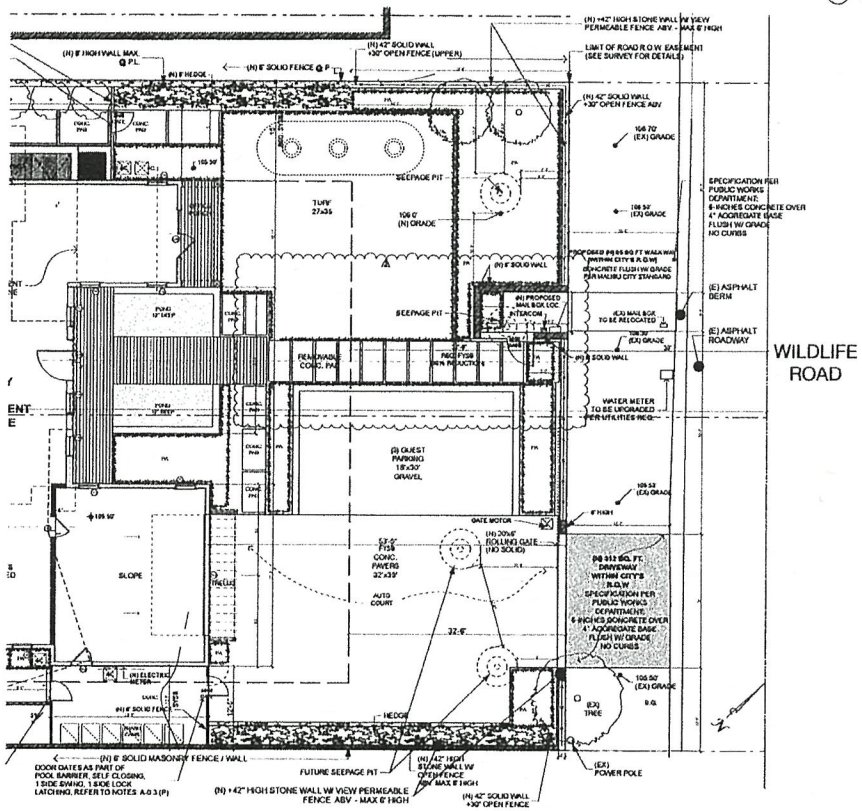
PROPOSED SITE PLAN

DRAWING NO.
A-0.1

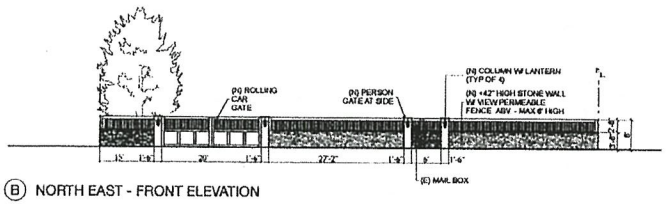
PROJECT	SPERBER RESIDENCE
DATE	Plot Date 7/21/16
SCALE	AS NOTED
DRAWN BY	DVB, KT, MA, DD,UY



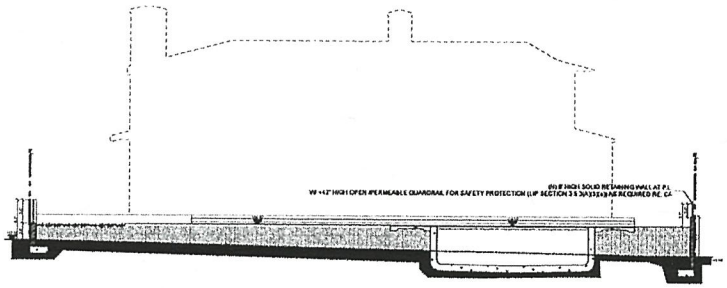
Ⓐ NORTH WEST - SIDE ELEVATION



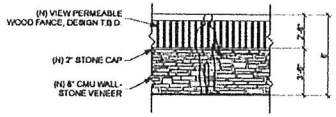
PARTIAL SITE PLAN (2)
SCALE: 1/8" = 1'-0"



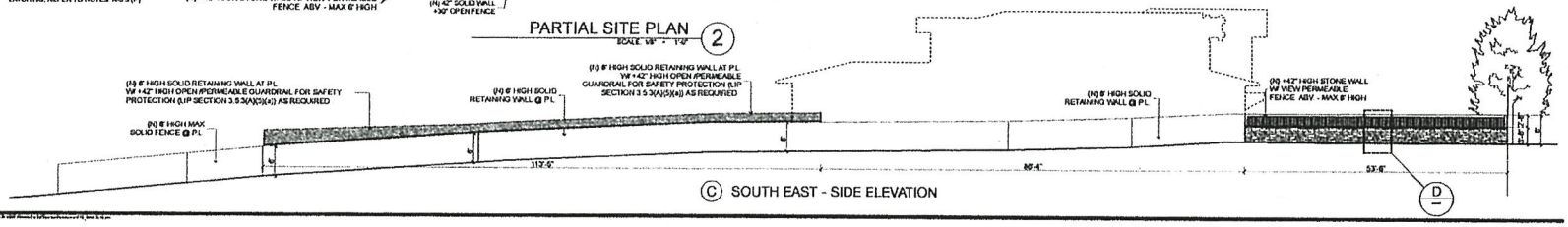
Ⓑ NORTH EAST - FRONT ELEVATION



SITE SECTION SS-1 (1)
SCALE: 1/8" = 1'-0"



Ⓓ FENCE DETAIL



Ⓒ SOUTH EAST - SIDE ELEVATION

SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURGGE
C-18669
EXP. 11/30/2011
STATE OF CALIFORNIA

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	01/19/2016	PUBLIC WORKS DEPARTMENT
	03/31/2016	POOL RESUBMITTAL
▷	06/23/2016	REVISION
▷	07/06/2016	REVISION
	07/21/2016	PLANNING DEPT. RESUBMITTAL

BURGGE & Associates
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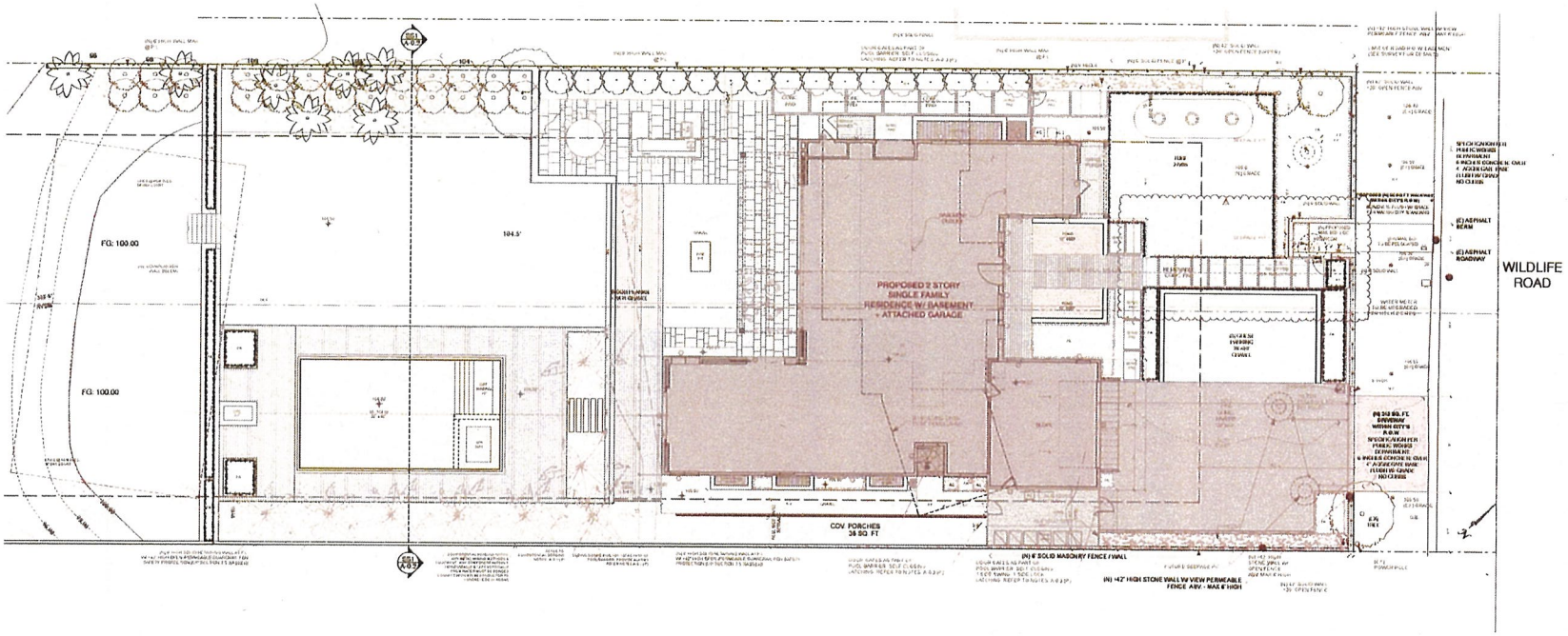
21730 PACIFIC COAST HWY.
MALIBU, CA 90265
TEL. 310-456-9805
480 WASHINGTON AVE.
SUITE 204 C
KETCHUM, ID 83340
TEL: 208-726-3226

DESCRIPTION:

WALL AND FENCE PLAN

DRAWING NO.
A-0.2

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	AS NOTED
DRAWN BY	DWB, KT, MA, DD, LY



MATERIAL IDENTIFICATION (1)
SCALE: 3/32" = 1'-0"

IMPERMEABLE AREA CALCULATION:

HOUSE FOOTPRINT	4,529 SQ.FT.
WALKWAYS	6,707 SQ.FT
LIGHTWELL & CRAWL SPACE ACCESS	192 SQ.FT.
DRIVEWAY	1,570 SQ.FT.
TOTAL IMPERMEABLE AREA	**12,998 SQ.FT.**

MAX. IMPERMEABLE COVERAGE:
48,863 x 30% = 14,658.9 Sq.Ft.

PROPOSED IMPERMEABLE AREA:
12,998 SQ.FT. < 14,658.9 SQ.FT.

SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-16699
EXP 11/30/2013
STATE OF CALIFORNIA

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	01/19/2016	PUBLIC WORKS DEPARTMENT
	03/01/2016	POOL RESUBMITTAL
1	06/23/2016	REVISION
2	07/06/2016	REVISION
	07/21/2016	PLANING DEPT. RESUBMITTAL

BURDGE & Associates ARCHITECTS
MALIBU SUN VALLEY
WWW.BUAIA.COM
21236 PACIFIC COAST HWY. MALIBU, CA 90265 TEL 310-456-9905
400 WASHINGTON AVE. SUITE 204 C KETCHUM, ID 83340 TEL 208-450-3338

DESCRIPTION:
EXHIBIT SITE PLAN: MATERIAL IDENTIFICATION AND IMPERMEABLE AREAS

DRAWING NO.
A-0.3

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	3/32"=1'-0"
DRAWN BY	DWB, KT, MA, DD,UY

SPERBER RESIDENCE

Legend

- 5:1 - Flatter = 30,111 square feet = 61.8%
- 4.1:1 - 5:1 = 173 square feet = 0.4%
- 3:1 - 4.1:1 = 855 square feet = 1.8%
- 2.5:1 - 3:1 = 589 square feet = 1.2%
- 1:1 - 2.5:1 = 17,126 square feet = 35.0%
- 1:1 - Steeper = 0 square feet = 0.0%

Total Area = 48,864 square feet, 1.12 acres

Plan Prepared For: Richard and Shawn Sperber
6847 Wildlife Road
Malibu, CA 90265

Plan Prepared By: M & M & Co.
16145 Roscoe Boulevard
North Hills, CA 91343
(818) 891-9100
Gregory M. Amoroso, L.S. 8771

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-18889
EXP 11/30/2017
STATE OF CALIFORNIA

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1	06/23/2016	REVISION
2	07/06/2016	REVISION
	07/21/2016	PLANING DEPT. RESUBMITTAL

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MALIBU SUN VALLEY
WWW.BJAIA.COM

21236 PACIFIC COAST HWY.
MALIBU, CA 90265
TEL. 310-456-5905

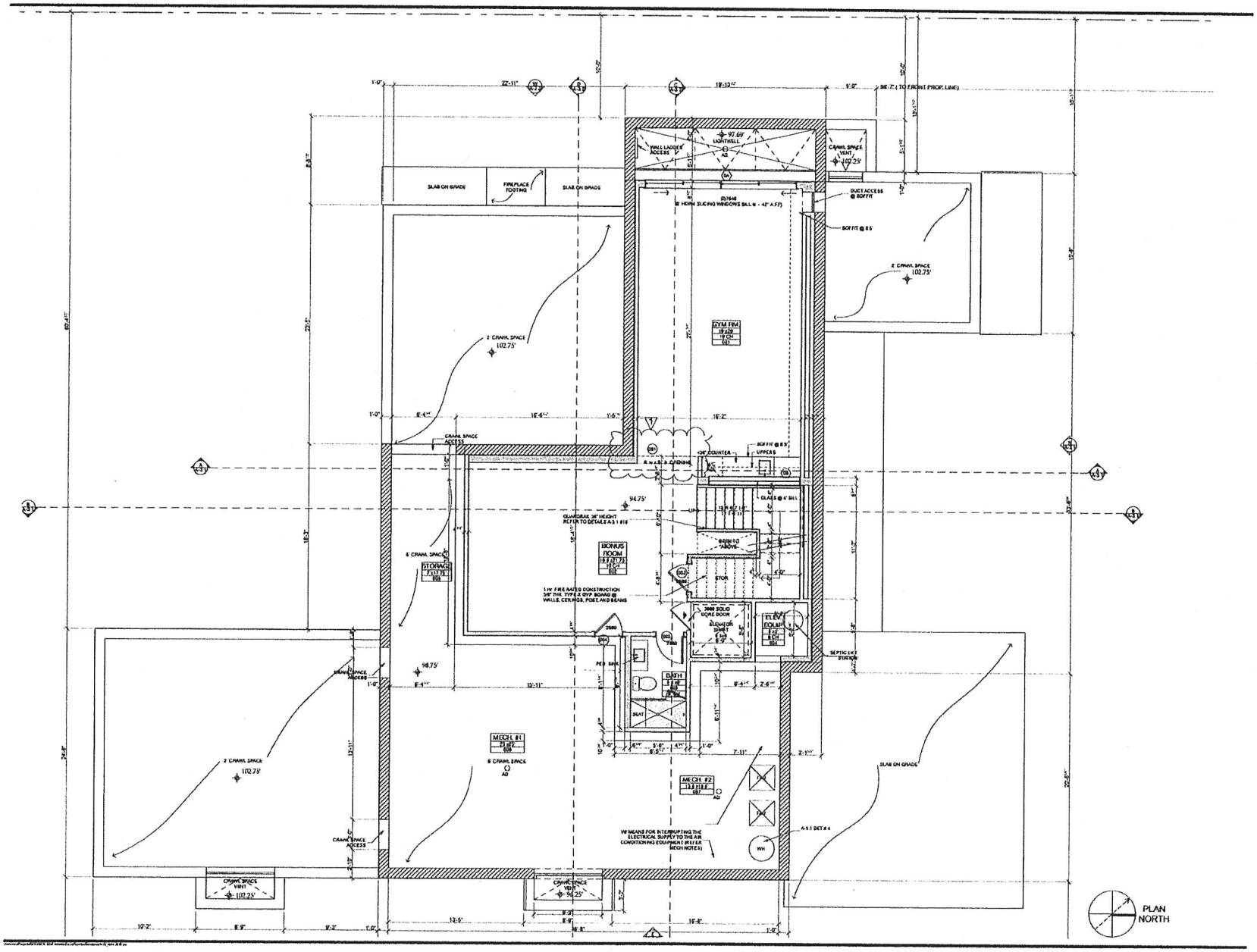
489 WASHINGTON AVE.
SUITE 204 C
KETCHUM, ID 83340
TEL. 208-726-3228

DESCRIPTION:

SLOPE MAP

DRAWING NO.
A-0.4

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	1"=20'-0"
DRAWN BY	DWB, KT, MA, DO,LY



SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-18889
EXP 11/30/2018
STATE OF CALIFORNIA

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	01/06/2016	PLAN CHECK CORRECTIONS #3
	01/19/2016	PUBLIC WORKS DEPARTMENT
	03/01/2016	POOL RESUBMITTAL
1	06/23/2016	REVISION
2	07/05/2016	REVISION
	07/21/2016	PLANNING DEPT. RESUBMITTAL

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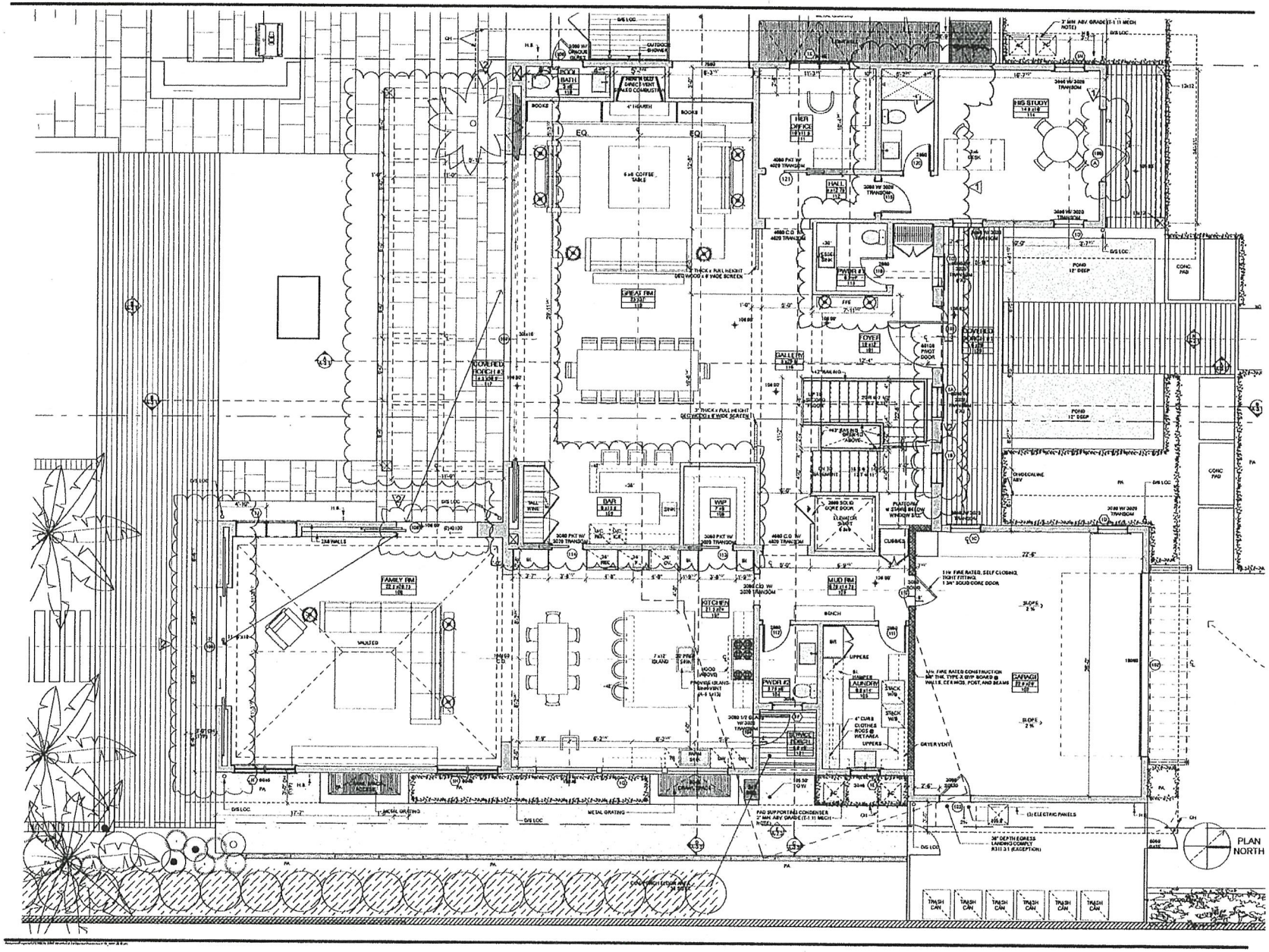
MALIBU GLEN VALLEY
WWW.BJAIA.COM
21236 PACIFIC COAST HWY. MALIBU, CA 90265 TEL: 310-456-9905
400 WASHINGTON AVE. SUITE 204 C KETCHUM, ID 83340 TEL: 208-495-3728

DESCRIPTION:

BASEMENT

DRAWING NO.
A-1.1

PROJECT	SPERBER RESIDENCE
DATE	Plot Date 7/21/16
SCALE	1/4" = 1'-0"
DRAWN BY	DVB, KT, MA, DD UY



SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-18669
EXP 11/30/2011
STATE OF CALIFORNIA

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	04/18/2013	CDP 1st SUBMITTAL
	10/08/2013	PLAN CHECK CORRECTIONS #1
	11/24/2013	POOL SUBMITTAL
	12/06/2013	PLAN CHECK CORRECTIONS #2
	01/05/2014	PLAN CHECK CORRECTIONS #3
	01/15/2014	PUBLIC WORKS DEPARTMENT
	03/31/2014	POOL RESUBMITTAL
1	06/23/2014	REVISION
2	07/08/2014	REVISION
	07/11/2014	PLANNING DEPT RESUBMITTAL

BURDGE & Associates ARCHITECTS
MALIBU
SUN VALLEY
WWW.BJAIA.COM
21239 PACIFIC COAST HWY.
MALIBU, CA 90265
TEL: 310-456-5805
480 WASHINGTON AVE.
SUITE 204 E
KETCHUM, ID 83340
TEL: 208-726-3228

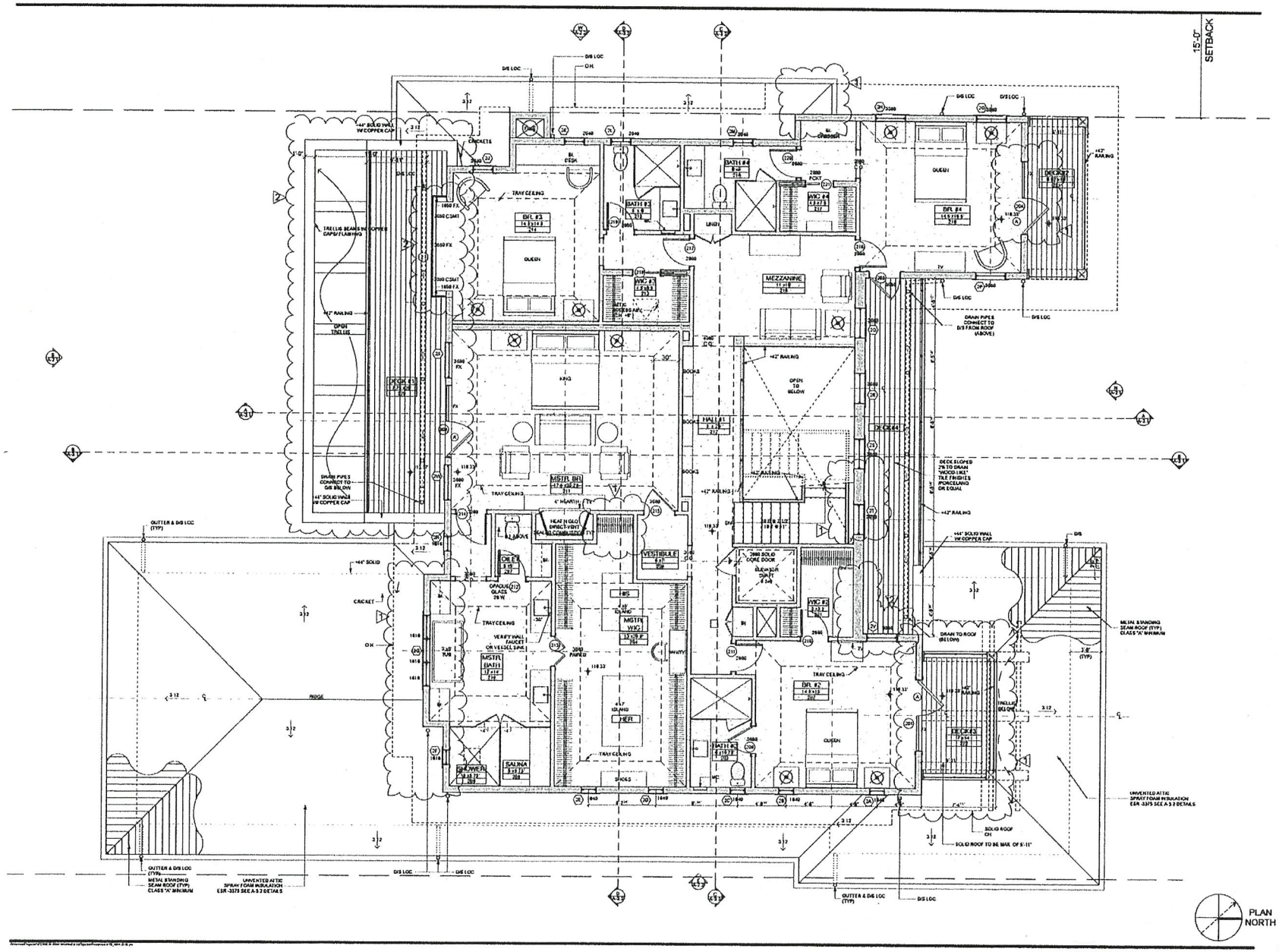
DESCRIPTION:

FIRST FLOOR

DRAWING NO.

A-1.2

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/14
SCALE	1/4" = 1'-0"
DRAWN BY	DWB, KT, MA, DO,UT



SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

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C-18669
EXP 11/30/2011
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	12/09/2016	PLAN CHECK CORRECTIONS # 2
	01/05/2018	PLAN CHECK CORRECTIONS # 3
	01/08/2018	PUBLIC WORKS DEPARTMENT
	05/01/2018	POOL RESUBMITTAL
1	06/25/2018	REVISION
2	07/06/2018	REVISION
	07/31/2018	PLANNING DEPT. RESUBMITTAL

BURDGE & Associates
ARCHITECTS
MALIBU
SUN VALLEY
WWW.BJAIA.COM
21336 PACIFIC COAST HWY
MALIBU, CA 90265
TEL 310-456-5806
400 WASHINGTON AVE.
SUITE 204 C
KETCHUM, ID 83340
TEL 208-726-3228

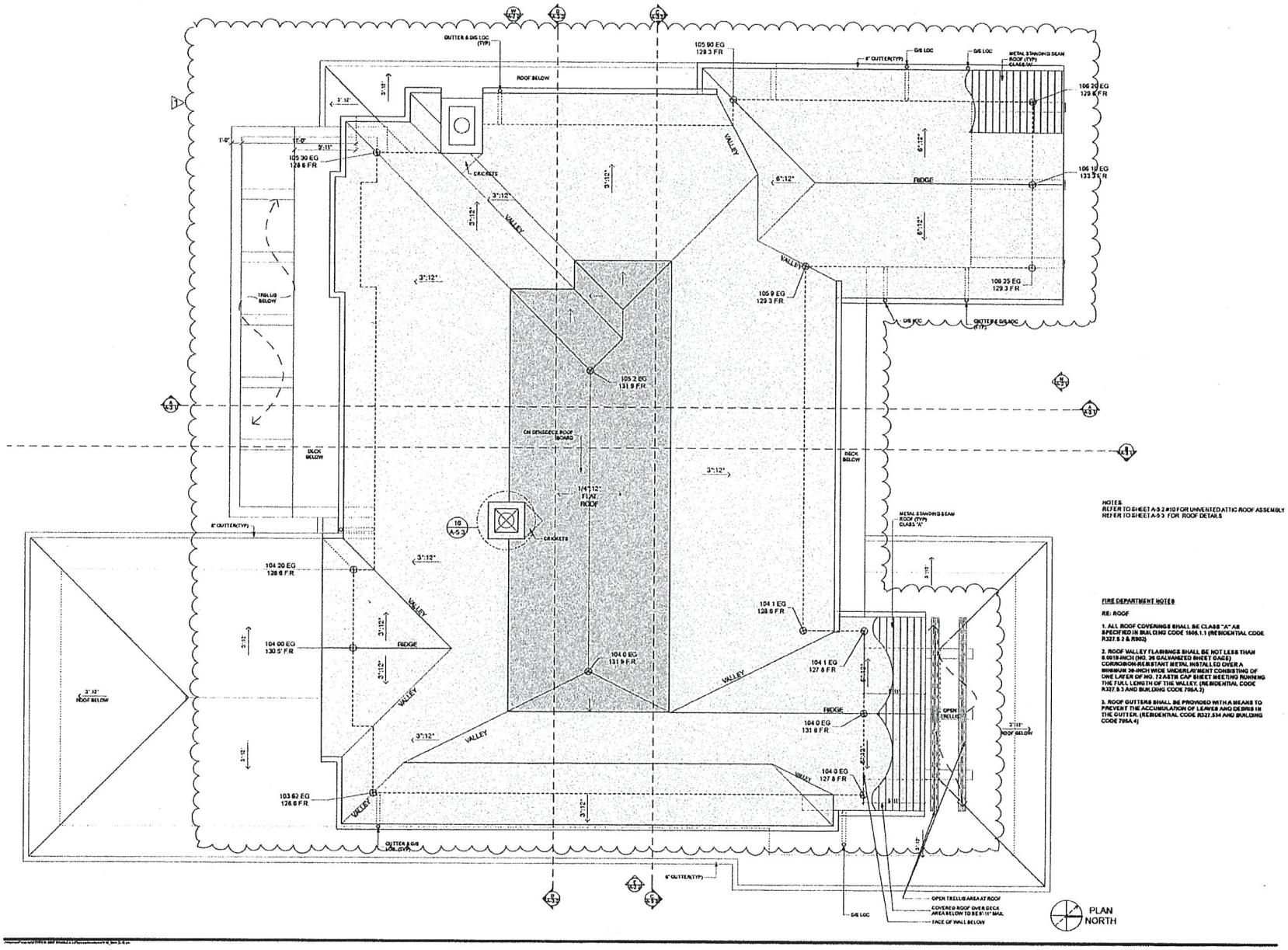
DESCRIPTION:

SECOND FLOOR PLAN

DRAWING NO.

A-1.3

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/31/18
SCALE	1/4" = 1'-0"
DRAWN BY	DWB, KT, MA, DO,UV



NOTES
REFER TO SHEET A-9.2 #10 FOR UNVENTED ATTIC ROOF ASSEMBLY
REFER TO SHEET A-5.3 FOR ROOF DETAILS

FIRE DEPARTMENT NOTES

RE: ROOF

1. ALL ROOF COVERINGS SHALL BE CLASS "A" AS SPECIFIED IN BUILDING CODE 1505.1.1 (RESIDENTIAL CODE R327.5.2 & R902).

2. ROOF VALLEY FLASHINGS SHALL BE NOT LESS THAN 0.0018 INCH (NO. 26 GALVANIZED SHEET GAGE) CORROSION-RESISTANT METAL INSTALLED OVER A MINIMUM 36-INCH WIDE UNDERLAYMENT CONSISTING OF ONE LAYER OF NO. 72 ASTM CAP SHEET MEETING RUNNING THE FULL LENGTH OF THE VALLEY. (RESIDENTIAL CODE R327.5.3 AND BUILDING CODE 705A.3)

3. ROOF GUTTERS SHALL BE PROVIDED WITH A MEANS TO PREVENT THE ACCUMULATION OF LEAVES AND DEBRIS IN THE GUTTER. (RESIDENTIAL CODE R327.5.4 AND BUILDING CODE 705A.4)

SPERBER RESIDENCE

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MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-18899
EXP 11/30/2011
STATE OF CALIFORNIA

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	07/21/2016	PLANING DEPT. RESUBMITTAL

BURDGE & Associates ARCHITECTS
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TEL 310-456-5656

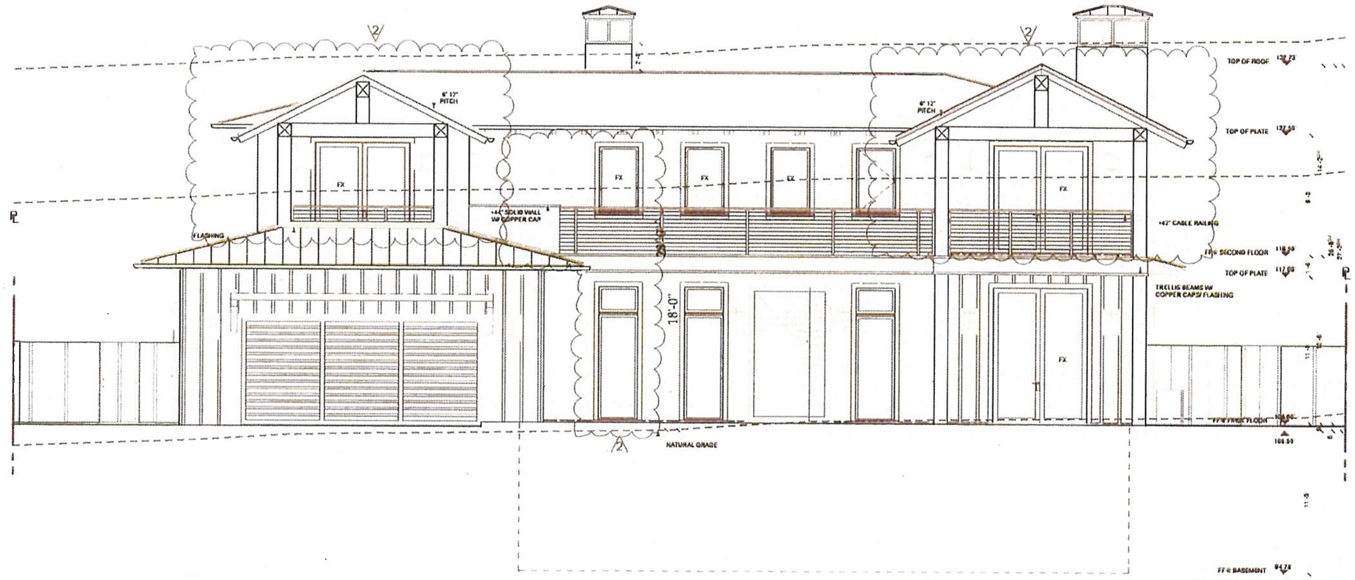
400 WASHINGTON AVE.
SUITE 204 C
KETCHUM, ID 83340
TEL. 208-726-3228

DESCRIPTION:

ROOF PLAN

DRAWING NO.
A-1.4

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	1/4" = 1'-0"
DRAWN BY	DWB, KT, MA, DD, LV



NORTH ELEVATION 1
1/4" = 1'-0"

SOUTH ELEVATION 2
1/4" = 1'-0"

SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-18669
EXP 11/30/2017
STATE OF CALIFORNIA

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MALIBU, CA 90265
TEL. 310-456-5905

400 WASHINGTON AVE.
SUITE 204 C
KETCHUM, ID 83340
TEL: 208-495-3228

DESCRIPTION:

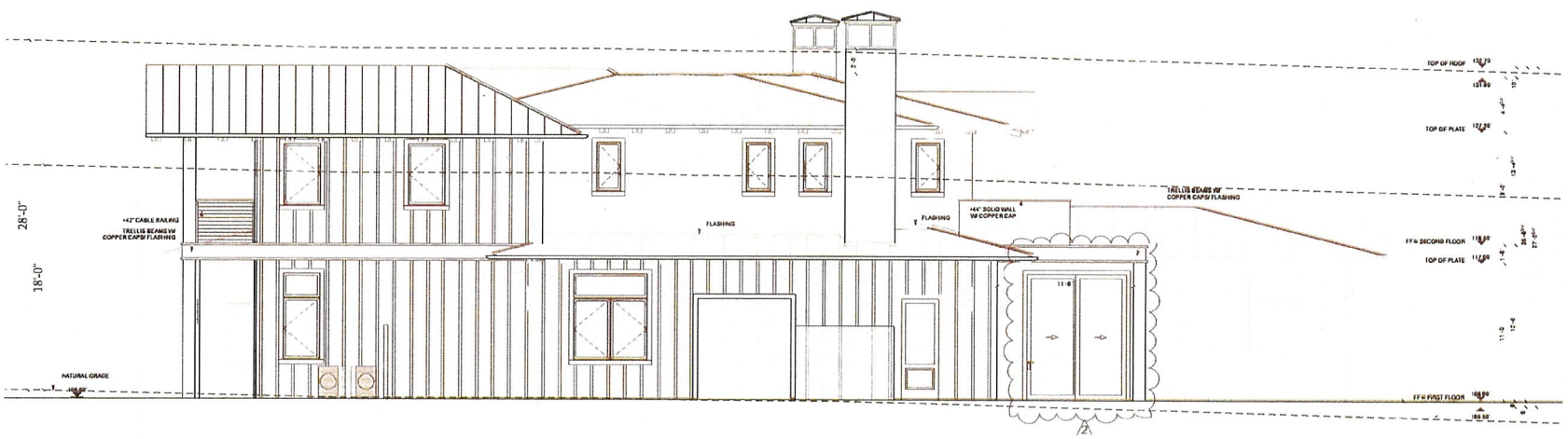
PROPOSED ELEVATIONS

DRAWING NO.

A-2.1

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	1/4" = 1'-0"
DRAWN BY	DWB, KT, MA, DO,UY

EAST ELEVATION | 1 | 1/4" = 1'-0"



WEST ELEVATION | 2 | 1/4" = 1'-0"

SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-18669
EXP 11/30/2017
STATE OF CALIFORNIA

THE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF THE ARCHITECT AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH THE ARCHITECT.

WRITTEN DIMENSIONS SHALL BE VERIFIED ON THE JOB SITE. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY WORK.

NO	DATE	ISSUE
	04/18/2015	CDP 1st SUBMITTAL
	10/09/2015	PLAN CHECK CORRECTIONS #1
	11/04/2015	POOL SUBMITTAL
	12/08/2015	PLAN CHECK CORRECTIONS #2
	01/05/2016	PLAN CHECK CORRECTIONS #3
	01/18/2016	PUBLIC WORKS DEPARTMENT
	03/01/2016	POOL RESUBMITTAL
1	06/03/2016	REVISION
2	07/06/2016	REVISION
	07/21/2016	PLANING DEPT. RESUBMITTAL

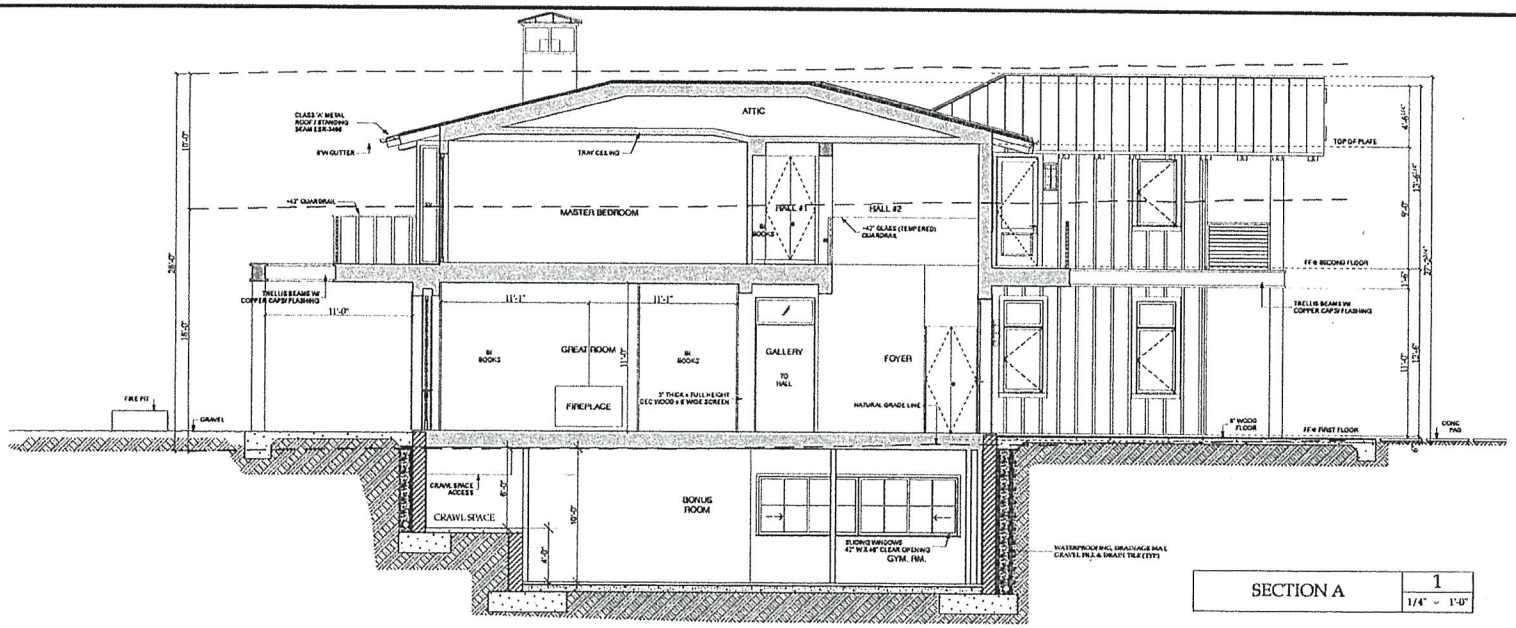
BURDGE & Associates ARCHITECTS
MALIBU SUN VALLEY
WWW.BJAIA.COM
21726 PACIFIC COAST HWY. MALIBU, CA 90265 TEL 310-456-5805
460 WASHINGTON AVE. SUITE 204 C KETCHUM, ID 83340 TEL 208-495-3326

DESCRIPTION:

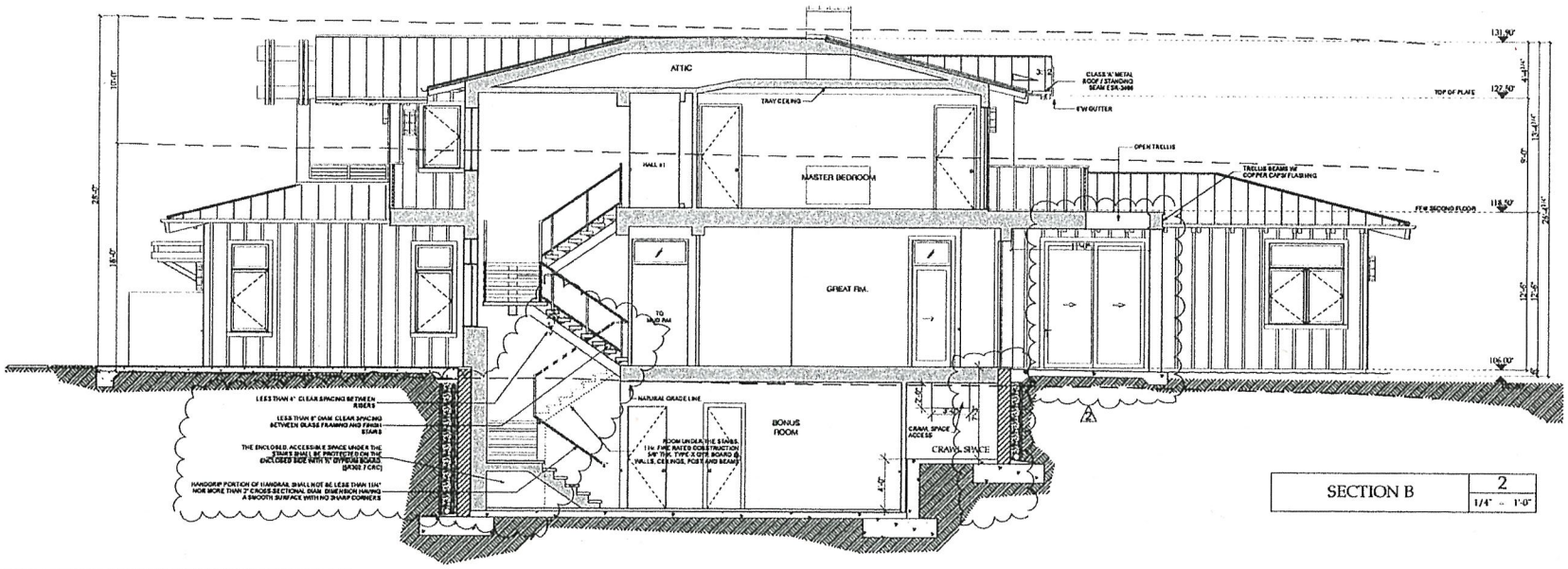
PROPOSED ELEVATIONS

DRAWING NO.
A-2.2

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	1/4"=1'-0"
DRAWN BY	DWB, KT, MA, DD,UY



SECTION A | 1 | 1/4" = 1'-0"



SECTION B | 2 | 1/4" = 1'-0"

SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
BOUGLAS W. BURDGE
C-18899
EXP 11/30/2011
STATE OF CALIFORNIA

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NO	DATE	ISSUE
	04/16/2015	CDP 1st SUBMITTAL
	10/28/2015	PLAN CHECK CORRECTIONS #1
	11/24/2015	POOL SUBMITTAL
	12/08/2015	PLAN CHECK CORRECTIONS #2
	01/05/2016	PLAN CHECK CORRECTIONS #3
	01/15/2016	PUBLIC WORKS DEPARTMENT
	03/11/2016	POOL REQUBMITTAL
1	06/23/2016	REVISION
2	07/08/2016	REVISION
	07/11/2016	PLANNING DEPT. REQUBMITTAL

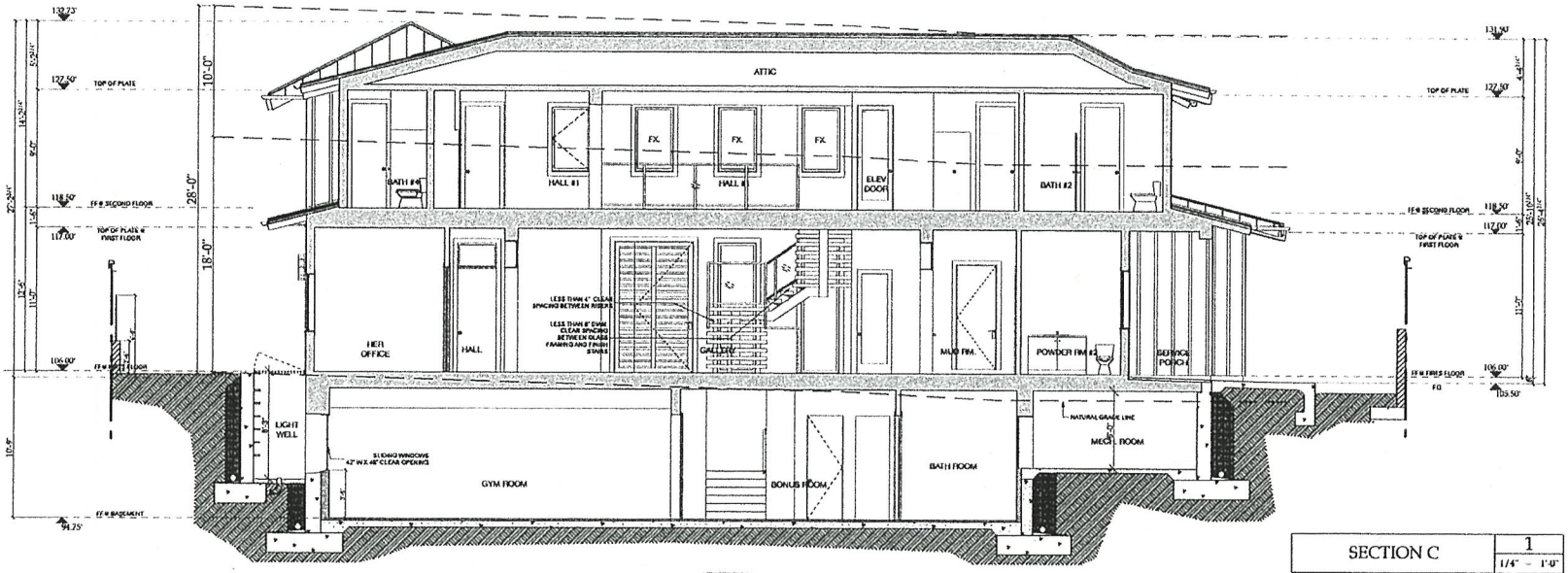
BURDGE & Associates
ARCHITECTS
MALIBU
SUN VALLEY
WWW.BJAIA.COM
21236 PACIFIC COAST HWY.
MALIBU, CA 90265
TEL. 310-456-5656
480 WASHINGTON AVE.
SUITE 204 C
KETCHUM, ID 83340
TEL. 208-726-3228

DESCRIPTION:

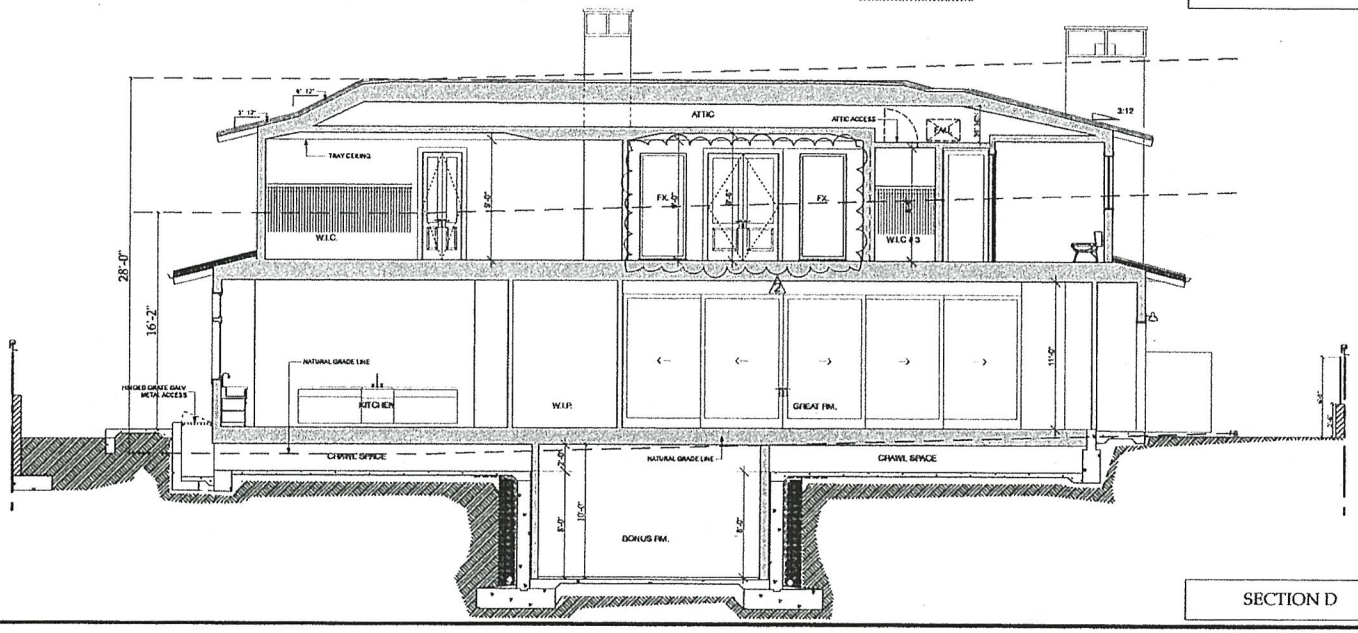
PROPOSED SECTIONS

DRAWING NO.
A-3.1

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	AS NOTED
DRAWN BY	DWB, KT, MA, DO LIV



SECTION C 1 1/4" = 1'-0"



SECTION D 2 1/4" = 1'-0"

SPERBER RESIDENCE

6847 WILDLIFE Rd.
MALIBU, CA 90265

LICENSED ARCHITECT
DOUGLAS W. BURDGE
C-18668
EXP 11/30/2011
STATE OF CALIFORNIA

THE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF THE ARCHITECT AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH THE ARCHITECT.

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	01/18/2016	PUBLIC WORKS DEPARTMENT
	03/01/2016	POOL RESUBMITTAL
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2	07/06/2016	REVISION
	07/21/2016	PLANNING DEPT. RESUBMITTAL

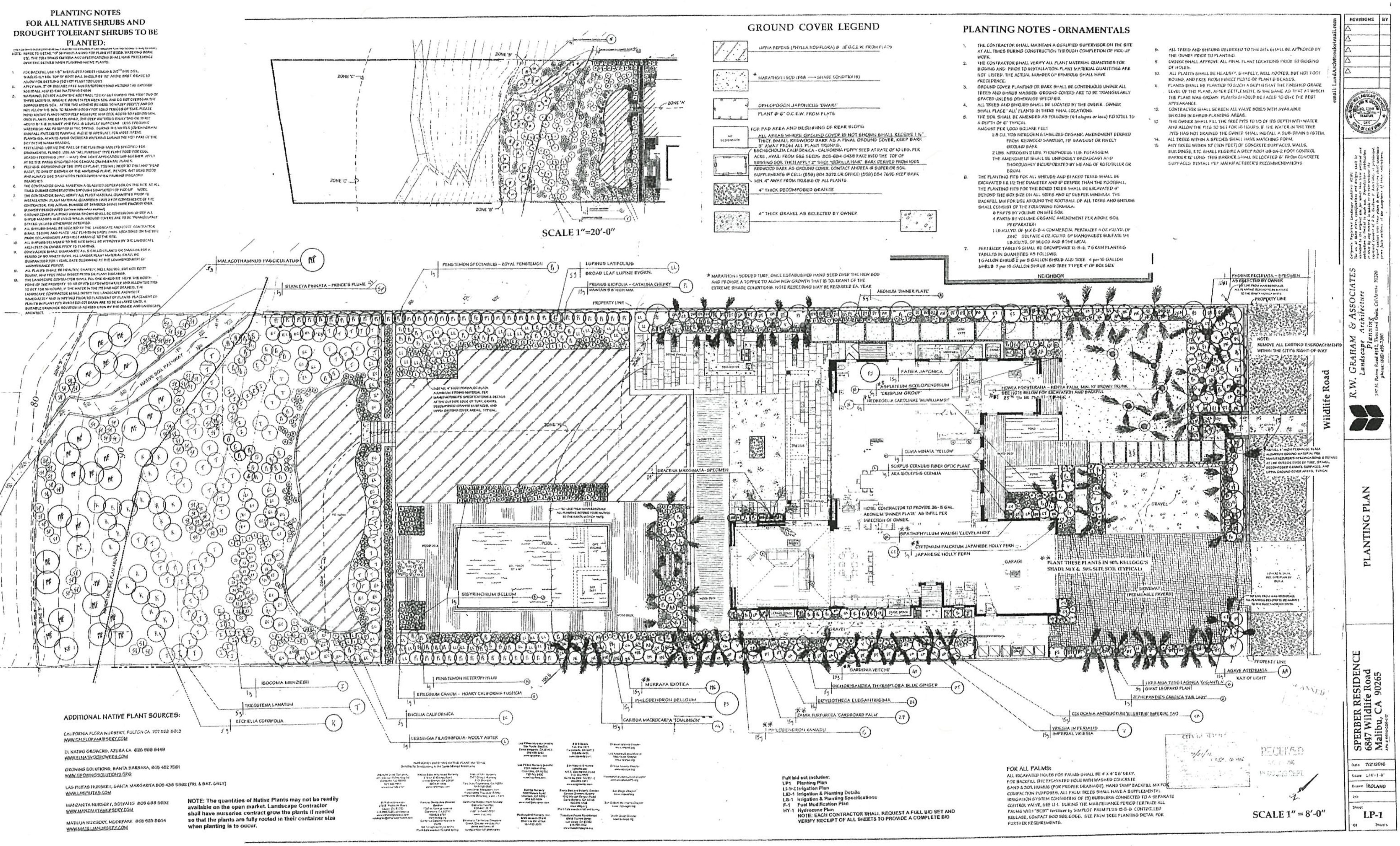
BURDGE & Associates ARCHITECTS
MALIBU SUN VALLEY
WWW.BJAIA.COM
21236 PACIFIC COAST HWY. MALIBU, CA 90265 TEL: 310-456-5806
490 WASHINGTON AVE. SUITE 204 C KETCHUM, ID 83340 TEL: 208-490-3278

DESCRIPTION:

PROPOSED SECTIONS

DRAWING NO.
A-3.2

PROJECT	SPERBER RESIDENCE
DATE	Plot Date: 7/21/16
SCALE	AS NOTED
DRAWN BY	DWB, KT, MA, DO,UY


PLANTING NOTES
FOR ALL NATIVE SHRUBS AND
DROUGHT TOLERANT SHRUBS TO BE
PLANTED:
GROUND COVER LEGEND
LIPPIA REPENS (PHYLLA NODIFLORA) @ 18" O.C.E.W. FROM FLATS
* MARATHON I SOD (FOR —— SHADE CONDITIONS)
OPHIOPOGON JAPONICUS 'DWARF'
PLANT @ 6" O.C.E.W. FROM FLATS
FOR PAD AREA AND BEGINNING OF REAR SLOPE:
ALL AREAS WHERE GROUND COVER IS NOT SHOWN SHALL RECEIVE 1 ½" THICK SMALL REDWOOD BARK AS A FINAL GROUND COVER, KEEP BARK 3" AWAY FROM ALL PLANT TRUNKS.
ESCHSCHOLZIA CALIFORNICA - CALIFORNIA POPPY SEED AT RATE OF 10 LBS. PER ACRE, AVAIL FROM S&S SEEDS 805-684-0436 RAKE INTO THE TOP OF EXISTING SOIL THEN APPLY 2" THICK "GORILLA HAIR" BARK DERIVED FROM 100% REDWOOD BARK AS GROUND COVER. CONTACT ANDREA @ SUPERIOR SOIL SUPPLEMENTS @ CELL: (559) 804 3372 OR OFFICE: (559) 584 7696 KEEP BARK MIN. 4" AWAY FROM TRUNKS OF ALL PLANTS.
4" THICK DECOMPOSED GRANITE
4" THICK GRAVEL AS SELECTED BY OWNER
SCALE 1"=20'-0"
* MARATHON I SODDED TURF, ONCE ESTABLISHED HAND SEED OVER THE NEW SOD AND PROVIDE A TOPPER TO ALOW NEW GROWTH THAT IS TOLERANT OF THE EXTREME SHADE CONDITIONS. NOTE RESEEDING MAY BE REQUIRED EA. YEAR
PLANTING NOTES - ORNAMENTALS
1. THE CONTRACTOR SHALL MAINTAIN A QUALIFIED SUPERVISOR ON THE SITE AT ALL TIMES DURING CONSTRUCTION THROUGH COMPLETION OF PICK-UP WORK.
2. THE CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES FOR BIDDING AND PRIOR TO INSTALLATION. PLANT MATERIAL QUANTITIES ARE NOT LISTED. THE ACTUAL NUMBER OF SYMBOLS SHALL HAVE PRECEDENCE.
3. GROUND COVER PLANTING OR BARK SHALL BE CONTINUOUS UNDER ALL TREES AND SHRUB MASSES. GROUND COVERS ARE TO BE TRIANGULARLY SPACED UNLESS OTHERWISE SPECIFIED.
4. ALL TREES AND SHRUBS SHALL BE LOCATED BY THE OWNER. OWNER SHALL PLACE 'ALL' PLANTS IN THERE FINAL LOCATIONS.
5. THE SOIL SHALL BE AMENDED AS FOLLOWS: (4:1 slopes or less) ROTOTILL TO A DEPTH OF 6" TYPICAL
AMOUNT PER 1,000 SQUARE FEET
2.5 CU. YDS NITROGEN STABILIZED ORGANIC AMENDMENT DERIVED FROM REDWOOD SAWDUST, FIR SAWDUST OR FINELY GROUND BARK
2 LBS. NITROGEN 2 LBS. PHOSPHORUS 1 LB. POTASSIUM
THE AMENDMENT SHALL BE UNIFORMLY BROADCAST AND THOROUGHLY INCORPORATED BY MEANS OF ROTOTILLER OR EQUAL
6. THE PLANTING PITS FOR ALL SHRUBS AND STAKED TREES SHALL BE EXCAVATED 1 & 1/2 THE DIAMETER AND 6" DEEPER THAN THE ROOTBALL. THE PLANTING PITS FOR THE BOXED TREES SHALL BE EXCAVATED 6" BEYOND THE BOX SIZE ON ALL SIDES AND 12" DEEPER MINIMUM. THE BACKFILL MIX FOR USE AROUND THE ROOTBALL OF ALL TREES AND SHRUBS SHALL CONSIST OF THE FOLLOWING FORMULA:
6 PARTS BY VOLUME ON SITE SOIL
4 PARTS BY VOLUME ORGANIC AMENDMENT PER ABOVE SOIL PREPARATION
1 LB./CU.YD. OF MIX 8-8-4 COMMERCIAL FERTILIZER 4 OZ./CU.YD. OF ZINC SULFATE 4 OZ./CU.YD. OF MANGANESE SULFATE 1/4 LB./CU.YD. OF BLOOD AND BONE MEAL
7. FERTILIZER TABLETS SHALL BE GROWPOWER 12-8-8, 7 GRAM PLANTING TABLETS IN QUANTITIES AS FOLLOWS.
1 GALLON SHRUB 2 per 5 GALLON SHRUB AND TREE 4 per 15 GALLON SHRUB 7 per 15 GALLON SHRUB AND TREE 7 1 PER 4" OF BOX SIZE
8. ALL TREES AND SHRUBS DELIVERED TO THE SITE SHALL BE APPROVED BY THE OWNER PRIOR TO PLANTING
9. OWNER SHALL APPROVE ALL FINAL PLANT LOCATIONS PRIOR TO DIGGING OF HOLES.
10. ALL PLANTS SHALL BE HEALTHY, SHAPELY, WELL ROOTED, BUT NOT ROOT BOUND, AND FREE FROM INSECT PESTS OR PLANT DISEASES.
11. PLANTS SHALL BE PLANTED TO SUCH A DEPTH THAT THE FINISHED GRADE LEVEL OF THE PLANT, AFTER SETTLEMENT, IS THE SAME AS THAT AT WHICH THE PLANT WAS GROWN. PLANTS SHOULD BE FACED TO GIVE THE BEST APPEARANCE.
12. CONTRACTOR SHALL SCREEN ALL VALVE BOXES WITH AVAILABLE SHRUBS IN SHRUB PLANTING AREAS.
13. THE OWNER SHALL FILL THE TREE PITS TO 1/3 OF ITS DEPTH WITH WATER AND ALLOW THE PITS TO SET FOR 15 HOURS. IF THE WATER IN THE TREE PITS HAS NOT DRAINED THE OWNER SHALL INSTALL A SUB-DRAIN SYSTEM.
14. ALL TREES WITHIN A SPECIES SHALL HAVE MATCHING FORM.
NEIGHBOR
Wildlife Road
PROPERTY LINE
PHOENIX RECLINATA – SPECIMEN AS SELECTED BY OWNER
AEONIUM 'DINNER PLATE'
FATSIA JAPONICA
ASPLENIUM SCOLOPENDRIUM 'CRISPUM GROUP'
NEOREGELIA CAROLINAE 'McWILLIAMSII'
CLIVIA MINIATA 'YELLOW'
SCIRPUS CERNUUS FIBER OPTIC PLANT AKA ISOLEPSIS CERNUA
NOTE: CONTRACTOR TO PROVIDE 36- 5 GAL. AEONIUM 'DINNER PLATE' AS INFILL PER DIRECTION OF OWNER.
SPATHIPHYLLUM WALLISII 'CLEVELANDII'
CYRTOMIUM FALCATUM JAPANESE HOLLY FERN
JAPANESE HOLLY FERN
HOWEA FORSTERIANA - KENTIA PALM, MIN. 10' BROWN TRUNK. SEE NOTE BELOW FOR EXCAVATION AND BACKFILL
PLANT THESE PLANTS IN 50% KELLOGG'S SHADE MIX & 50% SITE SOIL (TYPICAL)
GARAGE
GRAVEL
DRIVEWAY (PERMEABLE PAVERS)
POOL
DRACENA MARGINATA - SPECIMEN
SISYRINCHIUM BELLUM
MALACOTHAMNUS FASCICULATUS
STANLEYA PINNATA - PRINCE'S PLUME
PENSTEMON SPECTABILIS - ROYAL PENSTEMON
LUPINUS LATIFOLIUS
BROAD LEAF LUPINE EVGRN.
PRUNUS ILICIFOLIA - CATALINA CHERRY
NATIVE SOIL PATHWAY
ISOCOMA MENZIESII
TRICOSTEMA LANATUM
KECKIELLA CORDIFOLIA
PENSTEMON HETEROPHYLUS
EPILOBIUM CANUM - HOARY CALIFORNIA FUSHCIA
ENCELIA CALIFORNICA
LESSINGIA FILAGINIFOLIA - WOOLY ASTER
MURRAYA EXOTICA
PHILODENDRON SELLOUM
CARISSA MACROCARPA 'TOMLINSON'
GARDENIA VEITCHII
DICHORISANDRA THYRSIFLORA BLUE GINGER
BEAUCARNEA ELEGANTISSIMA
ZAMIA FURFURACEA 'CARDBOARD PALM'
PHILODENDRON XANADU
COLOCASIA ANTIQUORUM 'ILLUSTRIS' IMPERIAL TAO
VRIESIA IMPERIALIS IMPERIAL VRIESIA
ZEPHYRANTHES CANDIDA 'FAIR LADY'
LIGULARIA TUSSILAGINEA 'GIGANTEA' GIANT LEOPARD PLANT
AGAVE ATTENUATA 'RAY OF LIGHT'
ADDITIONAL NATIVE PLANT SOURCES:
CALIFORNIA FLORA NURSERY, FULTON CA 707 528 8813
WWW.CALFLORANURSERY.COM
EL NATIVO GROWERS, AZUSA CA 626 969 8449
WWW.ELNATIVOGROWERS.COM
GROWING SOLUTIONS, SANTA BARBARA, 805 452 7561
WWW.GROWINGSOLUTIONS.ORG
LAS PILITAS NURSERY, SANTA MARGARITA 805 438 5992 (FRI. & SAT. ONLY)
WWW.LASPILITAS.COM
MANZANITA NURSERY, SOLVANG 805 688 9692
WWW.MANZANITANURSERY.COM
MATILIJA NURSERY, MOORPARK 805 523 8604
WWW.MATILIJANURSERY.COM
NOTE: The quantities of Native Plants may not be readily available on the open market. Landscape Contractor shall have nurseries contract grow the plants if needed so that the plants are fully rooted in their container size when planting is to occur.
Full bid set includes:
LP1 Planting Plan
LI-1-2 Irrigation Plan
LID-1 Irrigation & Planting Details
LS-1 Irrigation & Planting Specifications
F-1 Fuel Modification Plan
HY-1 Hydrozone Plan
NOTE: EACH CONTRACTOR SHALL REQUEST A FULL BID SET AND VERIFY RECEIPT OF ALL SHEETS TO PROVIDE A COMPLETE BID
FOR ALL PALMS:
ALL EXCAVATED HOLES FOR PALMS SHALL BE 4' X 4' X 6' DEEP. FOR BACKFILL THE EXCAVATED HOLE WITH WASHED CONCRETE SAND & 30% HUMUS (FOR PROPER DRAINAGE). HAND TAMP BACKFILL MIX FOR COMPACTION PURPOSES. ALL PALM TREES SHALL HAVE A SUPPLEMENTAL IRRIGATION SYSTEM CONSISTING OF (3) BUBBLERS CONNECTED TO A SEPARATE CONTROL VALVE, SEE LI-1. DURING THE MAINTENANCE PERIOD FERTILIZE ALL PALMS WITH "BEST" fertilizer by SIMPLOT PALM PLUS 13-5-5 CONTROLLED RELEASE, CONTACT 800 992 6066. SEE PALM TREE PLANTING DETAIL FOR FURTHER REQUIREMENTS.
SCALE 1" = 8'-0"
email: LandArch@rocketmail.com
R.W. GRAHAM & ASSOCIATES
Landscape Architecture
Planning
PLANTING PLAN
SPERBER RESIDENCE
6847 Wildlife Road
Malibu, CA 90265
Date 7/21/2016
Scale 1/8"=1'-0"
Drawn ROLAND
Sheet LP-1
REVISIONS BY

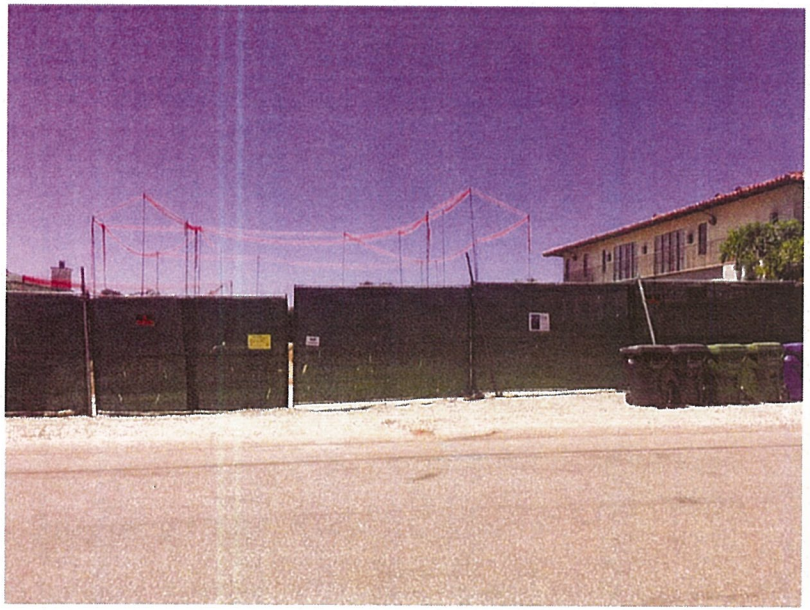
ATTACHMENT 4

Department Review Sheets

See Exhibit I (Department Review Sheets)

Story Pole and Site Photographs

View from Wildlife Road



View southeast from northerly neighbor

ATTACHMENT 5

Site Photographs

View south from southerly neighbor

View south near eastern property line

Site Photographs

View south near westerly property line

View east towards neighbor

Site Photographs

View west toward neighbor

View east toward neighbor at back of house

Site Photographs

View southeast from back yard area

View east from back yard area toward neighbor's rear yard

Site Photographs

View southeast across neighbor property

View north toward back of neighbor's house

Site Photographs

View south from limit of grading

View north along eastern property line

City of Malibu

23825 Stuart Ranch Rd, Malibu, California 90265-4861
(310) 456-2489 FAX (310) 456-7650 www.malibucity.org

PLANNING DEPARTMENT
PRIMARY VIEW DETERMINATION

Primary View Determination: 6855 Wildlife Road – Chris Farrar

On July 12, 2016, staff conducted a primary view determination at 6855 Wildlife Road. Staff documented the primary view standing on the adjacent covered patio abutting the exterior of the living room the primary living area, a location chosen by the property owner. The location of the primary view determination photographs were taken from is denoted by a red star in the aerial below.

On July 12, 2016, the view from this location on the property is as follows: The diagram below corresponds with the photographs from South to North. The nature of the view consists of the Pacific Ocean looking over existing development.

* This is the general location of the view.

07/12/2016
1

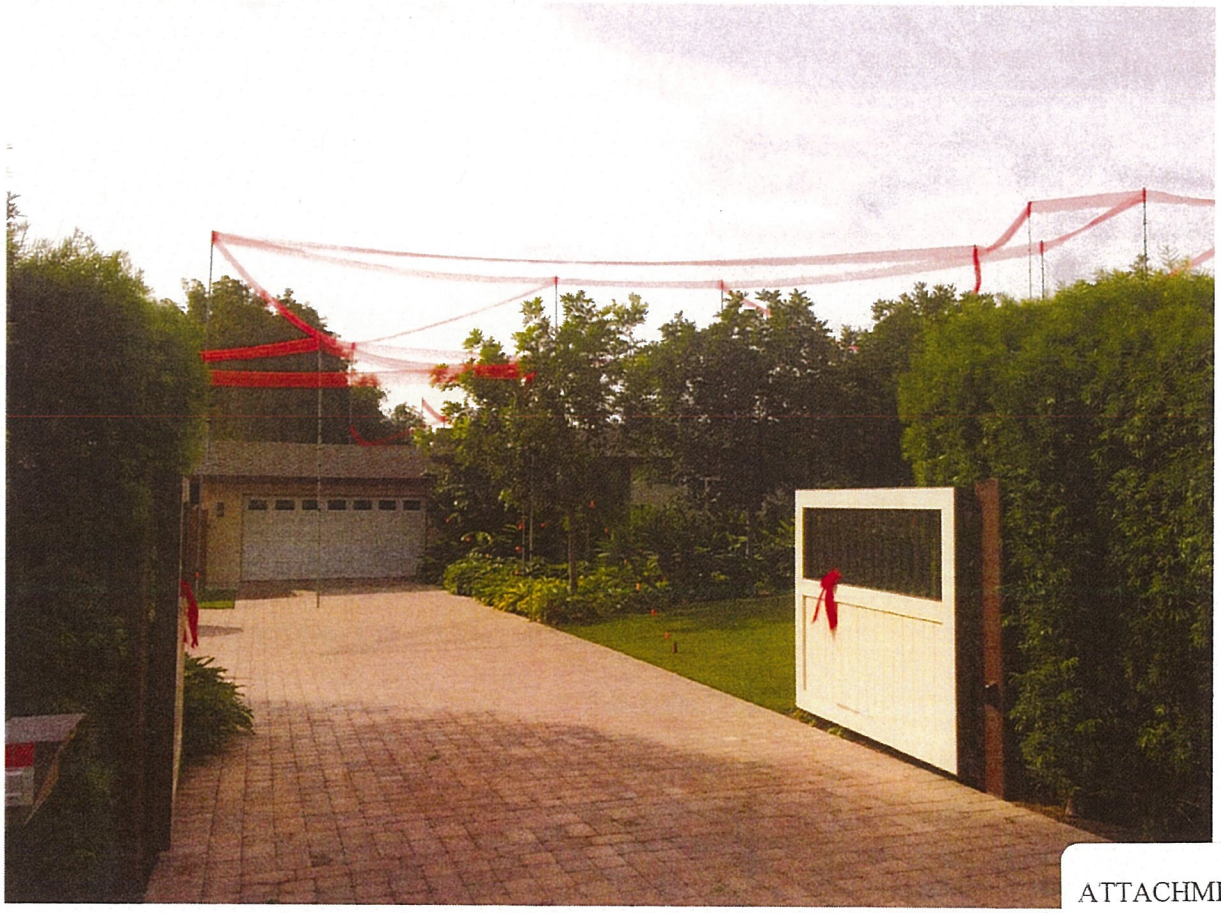
07/12/2016
2

07/12/2016
3

07/12/2016
4

07/12/2016
5

07/12/2016



ATTACHMENT 7

Notice Continued...

A written staff report will be available at or before the hearing for the project. All persons wishing to address the Commission regarding this matter will be afforded an opportunity in accordance with the Commission's procedures.

Copies of all related documents are available for review at City Hall during regular business hours. Written comments may be presented to the Planning Commission at any time prior to the beginning of the public hearing.

LOCAL APPEAL - A decision of the Planning Commission may be appealed to the City Council by an aggrieved person by written statement setting forth the grounds for appeal. An appeal shall be filed with the City Clerk within ten days (fifteen days for tentative parcel maps) following the date of action for which the appeal is made and shall be accompanied by an appeal form and filing fee, as specified by the City Council. Appeal forms may be found online at www.malibucity.org/planning forms or in person at City Hall, or by calling (310) 456-2489, extension 245.

COASTAL COMMISSION APPEAL – An aggrieved person may appeal the Planning Commission's approval to the Coastal Commission within 10 working days of the issuance of the City's Notice of Final Action. Appeal forms may be found online at www.coastal.ca.gov or in person at the Coastal Commission South Central Coast District office located at 89 South California Street in Ventura, or by calling 805-585-1800. Such an appeal must be filed with the Coastal Commission, not the City.

IF YOU CHALLENGE THE CITY'S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, AT OR PRIOR TO THE PUBLIC HEARING.

If you have questions regarding this notice, please contact **Jasch Janowicz, Contract Planner, at (310) 456-2489, extension 345.**

Date: July 7, 2016

By: Bonnie Blue, Planning Director

Notice of Public Hearing

City of Malibu Planning Department
23825 Stuart Ranch Road
Malibu, CA 90265

Planning Department

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
(310) 456-2489 Fax (310) 456-7650

NOTICE OF PUBLIC HEARING

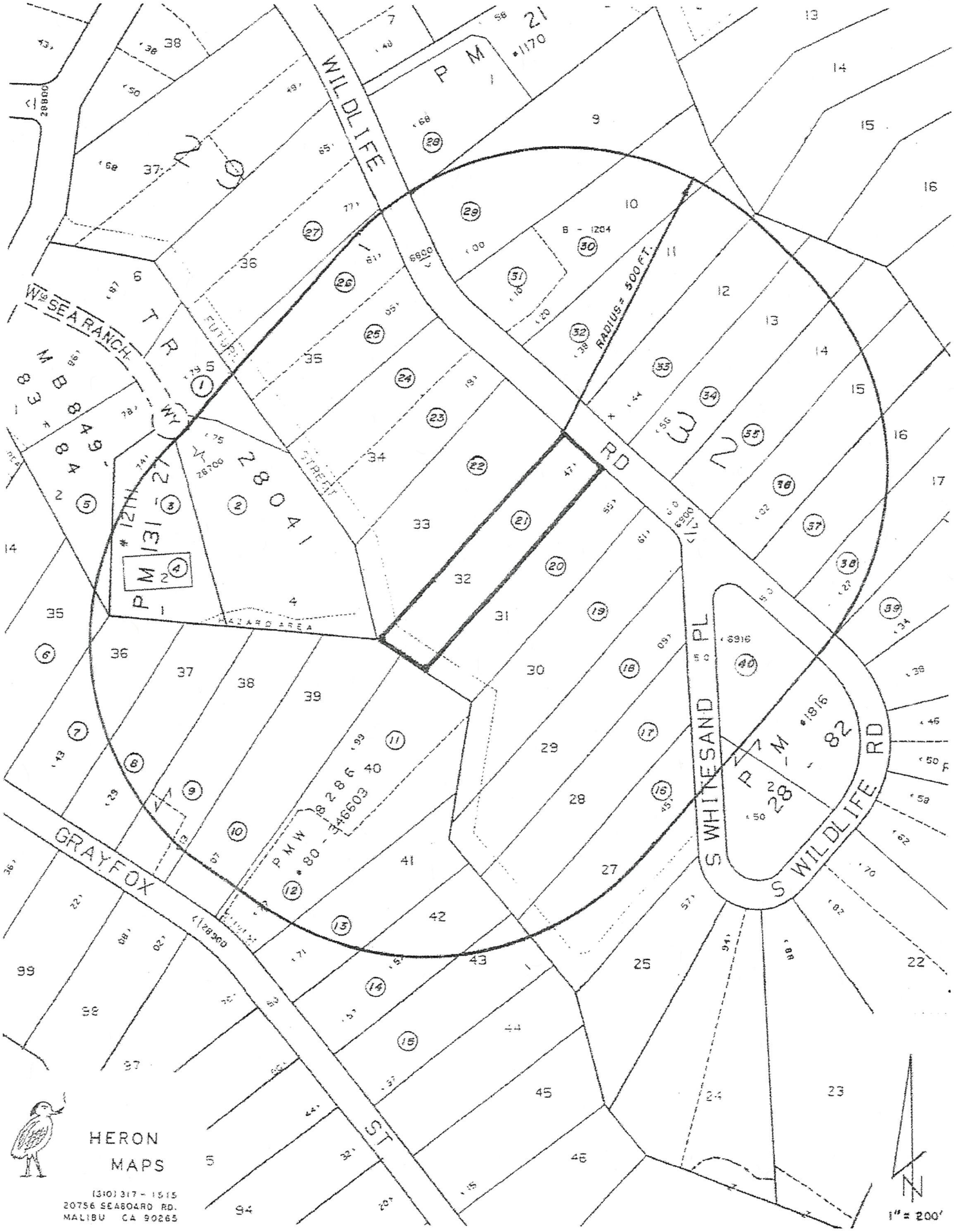
The Malibu Planning Commission will hold a public hearing on **MONDAY, August 1, 2016, at 6:30 p.m. in the Council Chambers, Malibu City Hall**, 23825 Stuart Ranch Road, Malibu, CA, for the project identified below.

COASTAL DEVELOPMENT PERMIT AMENDMENT NO. 16-006 – An application to amend Coastal Development Permit No. 14-024, previously approved for demolition of an existing single-family residence and construction of a new two-story residence and accessory development, to increase the front yard setback by moving the residence approximately 13 feet further from the street, make minor interior and exterior modifications (such as new second floor balconies), relocate the swimming pool to be parallel with the southerly side property line, and revise the grading, design and accessory development of the rear yard

LOCATION:	6847 Wildlife Road, within the appealable coastal zone
APN:	4466-006-017
ZONING:	Rural Residential–One Acre (RR-1)
APPLICANT:	Burdge and Associates
OWNER:	Wildlife II, LLC
APPLICATION FILED:	July 1, 2016
CASE PLANNER:	Jasch Janowicz Contract Planner (310) 456-2489, ext. 345 jjanowicz@malibucity.org

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA), the Planning Director has analyzed the proposed project. The Planning Director has found that this project is listed among the classes of projects that have been determined not to have a significant adverse effect on the environment. Therefore, the project is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Sections 15301 (l) Demolition of Existing Structures and 15303 (a) and (e) – New Construction. The Planning Director has further determined that none of the six exceptions to the use of a categorical exemption apply to this project (CEQA Guidelines Section 15300.2).

ATTACHMENT 8


WILDLIFE RD
SEA RANCH
GRAYFOX ST
S WHITESAND PL
S WILDLIFE RD
RADIUS = 300 FT.
HAZARD AREA
HERON MAPS
(310) 317 - 1515
20756 SEA BOARD RD.
MALIBU CA 90265
1" = 200'

STOWELL, ZEILENGA, RUTH,
VAUGHN & TREIGER LLP
ATTORNEYS AT LAW
4590 E. THOUSAND OAKS BLVD. • SUITE 100
WESTLAKE VILLAGE, CA 91362
TEL: (805) 446-1496 • FAX: (805) 446-1490
www.szrlaw.com

DAVID T. STOWELL
RICHARD S. ZEILENGA
JAMES D. VAUGHN
ADAM K. TREIGER
SHANE M. MAGUIRE

DAVID C. RUTH
RETIRED

ERIC H. HALVORSON
OF COUNSEL

August 17, 2016

By E-Mail and U.S. Mail

Ms. Bonnie Blue
Planning Director
City of Malibu
23825 Stuart Ranch Road
Malibu, California 90265-4861

Re: Appeal of Planning Commission Approval of
Coastal Development Permit Amendment No. 16-006
(Sperber Single Family Home at 6847 Wildlife Road)

Dear Ms. Blue:

We represent Mr. Richard Sperber, the applicant for the single family home project at 6847 Wildlife Road, that was recently approved by the Planning Commission on August 1, 2016. We have had an opportunity to review the recent appeal to the City Council, filed by Mr. Sperber's neighbor, the Farrars, challenging the Planning Commission's approval of the Sperber project.

First, the substantive grounds for the Farrar appeal are essentially the same as stated in their prior correspondence before the Planning Commission, which were thoroughly addressed in the written and oral Staff Report provided to the Planning Commission. The claim that the Sperber project involves "massive grading" is pure fiction. Rather, it reflects the same volume of grading to be expected for any single family home project on Point Dume, involving necessary site compaction to comply with the soils report for the project.

Second, the Farrars' new process argument, specifically that City Staff should have disclosed a bias in favor of Mr. Sperber at the Planning Commission hearing, because Mr. Sperber serves on the Malibu Civic Center Design Standards Task Force, with the City Planning Director, borders on the ridiculous. Suffice it to say, Planning Staff's issuance of two stop work orders to Mr. Sperber, stopping all construction work at his property, at great expense to Mr. Sperber, refutes any suggested favoritism in favor of Mr. Sperber.

Finally, Mr. Sperber objects to the Farrars' request that the scheduling of their appeal be delayed "for at least 60 days," because other neighbors "might be" out of town. There is no reasonable basis for that request, nor evidence to support the Farrars' pure speculation that other

EXHIBIT F

neighbors may be out of town during the next 30 days. Through social media messages, submitted to City Staff, it is clear that the Farrars' opposition to the revised Sperber project is well known by the Point Dume community, allowing them to submit letters (pro and con) if they cannot attend a City Council appeal hearing in person. Additional time will not create any material increase in community awareness, nor have any impact on the community's ability to submit letters and/or attend the appeal hearing.

Moreover, any such delay is extremely harmful to Mr. Sperber and to the public safety for the following reasons:

First, as you are aware, Mr. Sperber chose to work with Staff on processing the LCP amendment, recently approved by the Planning Commission, rather than immediately file a lawsuit, challenging the City's unlawful stop work orders. Prior correspondence from this law firm set forth the legal grounds for such a legal challenge, based on the enforcement of Mr. Sperber's vested rights to build the home previously approved by the City, including issuance of a building permit upon which Mr. Sperber reasonably relied in spending substantial sums on site grading, including excavation for a basement. Part of Mr. Sperber's willingness to process the proposed LCP amendment, rather than sue based upon the prior City approvals, was the assurance by City Staff that the currently pending LCP amendment would be processed promptly. We trust that assurance extends to the scheduling of any City Council hearing to consider the Farrars' appeal, and also Mr. Sperber's concurrent appeal of the Planning Commission's imposition of a condition of approval (No. 14), requiring a commercial scale "green wall" between the Sperber and Farrar properties.

Second, there is a very strong public safety reason for not delaying the processing of the appeal. Based upon the City's prior approvals, Mr. Sperber graded the lot and excavated a basement and foundations. They now sit unfinished and exposed to the elements. Even though the lot is surrounded by construction fencing, the large hole for the basement could be a public safety hazard, if anyone trespassed onto the lot at night, and after the rainy season begins, when the basement could fill with water. Mr. Sperber might also be forced to re-excavate the basement and foundation if they deteriorate due to rain, at great expense.

Third, **Mr. Sperber** has repeatedly tried to amicably resolve this dispute with the Farrars, to no avail. Almost two weeks ago, immediately after the Planning Commission hearing, this firm presented the Farrars' attorney with a proposal to pay the Farrars $25,000, for their use in landscaping their side of the Sperber's proposed 6 foot high side yard retaining wall, in any manner they preferred. Mr. Sperber made this offer in lieu of the "green wall" condition of approval imposed by the Planning Commissioner to "beautify" the retaining wall, which is totally unrealistic both financially and from a functional standpoint. Under Mr. Sperber's proposal, the new landscaping would be on the Farrars' property, in the 18" space between the Farrar's existing two foot retaining wall and the Sperber's property line, and maintained by the Farrars in the future. This proposal has the benefit of avoiding future disputes over the

subjective impressions about the quality of plant life on the "green wall," and keeps these neighbors from physically interacting over landscape maintenance issues.

Rather than responding to this offer, the Farrars chose to appeal the Planning Commission approval. As of the writing of this letter, we still have not received the courtesy of any reply to Mr. Sperber's offer. The Farrars appear to have zero interest in any amicable resolution, short of getting 100% of what they want, which is to effectively own the Sperber property, by keeping it, as a vacant lot, with the City's assistance. Of course, that is wholly unrealistic, since Mr. Sperber could elect to build the home approved by the City in 2015, with no additional discretionary approvals from the City. Under that scenario, many of the same objections asserted by the Farrars would still exist, including their objection to the previously approved 6 foot high wood fence, located several feet above the Farrars' lot, which is at a lower elevation based on the natural historic elevation of the two lots. The bottom line is that any legal challenge by the Farrars to the 2015 Sperber approvals would be barred, as untimely. Thus, under any scenario, the Farrars will have a 6 foot high wall, or wood fence, on the Sperber property line, making their appeal rather pointless.

For the foregoing reasons, we respectfully request that City Staff recommend denial of the Farrars' appeal and expedite the two pending appeals for consideration by the City Council as soon as possible.

Sincerely,

Richard S. Zeilenga
For the Firm

RSZ:bsm
cc: Jasch Janowicz, Contract Planner
Christi Hogin, City Attorney

RECEIVED
AUG - 3 2016
PLANNING DEPT.

Kathleen Stecko

From: Keith Brown [redacted]
Sent: Wednesday, August 03, 2016 12:11 PM
To: roohistack@charter.net; sunset100@verizon.net; res02igz@verizon.net; Mikke Pierson; jdjennings@gmail.com; Kathleen Stecko
Cc: Chris Farrar
Subject: Re: 6847 Wildlife Road

I can appreciate that all of you have a job to do and many factors to consider. While I may not agree with decisions, I would never begrudge the fact that you had to make one through the processes through which they are properly made.

That said, I do find it offensive that a longtime citizen and community member can send you his feedback and not receive any response whatsoever (except Mikke through a different communication) from the Commission. How about thanks for the feedback? Anything?

Not sure if you get paid for your roles and I certainly do appreciate you taking them on regardless of compensation. But if you are choosing this job, please make it your bias to let the community know that you will listen and consider their thoughts.

As I said in my note, I have never even written something like this in 16 years of living here. Kind of feel like you all could care less if I ever did again.

> On Jul 29, 2016, at 3:43 PM, Klbrown430@yahoo.com <klbrown430@yahoo.com> wrote:
>
> Roohi, John, David, Jeff, and Mikke:
>
> As the former owner of 6847 Wildlife Road, I feel an obligation to weigh in on the current issues related to the grading of that property for the new construction.
>
> First of all, some quick local background on me:
> - Owned 6847 Wildlife with my ex-wife Kim Brown from 2000 to 2010 when it was purchased by the Sperbers.
> - I still live and on a home on Point Dume (Wandermere Road) giving me over 16 years of home ownership and living with my family in this neighborhood.
> - My children Ryan and Linda Brown both attended Point Dume Elementary and graduated from MHS.
> - I have been a board member of the Malibu Boys and Girls Club for the past 13 years and I am a past President of that organization.
>
> My comments relative to the 6847 Wildlife project and the grading issues that have been raised:
> 6847 Wildlife was already one of the flattest lots on that street and overall a very flat lot for property on a canyon on Point Dume. Next to location, the biggest draw to that property when we bought it in 2000 was the extended flat topography that is not common on Point Dume lots.
>
> I have seen the grading work that has been completed, and I am blown away that this may be approved by this Commission and/or the City. I have never seen this level of grading improvement on a Point Dume lot period, let alone one with such a flat buildable lot to start with. What homeowner with property adjacent to such a flat Point Dume lot should ever expect to one day be looking up at six feet of retaining wall (plus what sits on top of that); and/or people looking down at them in their yard from up to 40 feet higher once the house gets maxed out on top of the graded level that now starts so far above the Farrar's yard. It looks like a cut and fill job from an Inland Empire track development vs. what I thought was a bias to preserve the integrity of the topography and natural beauty of Point Dume.

>
> I don't know all the details related to how this project got to this point, but it is really quite remarkable and concerning. If you allow this kind of alteration to a flat lot, what precedent does this set for what will be approved in the future.
>
> I know the Farrar's very well as longtime neighbors. They are wonderful people, have a beautiful family, and they have always been caring members of our community. I also know them to be very balanced people. I know that they understood it to be inevitable that 6847 was developed into a larger home one day. I think, however, that they also thought they could rely on what is typically approved and permitted vs. the travesty that has happened next door with retained earth and a future home towering over their property.
>
> Look around Wildlife and all other streets on Point Dume where ranch houses have been replaced by larger homes. Where do you see anything close to what Chris, Christy and their family will be looking at and the privacy they have lost? The homes of the Fletchers (now Pink) the Wizniki's (now McConaughey), the Deimer's, the Murray's, and the house next door to 6847 that the Haft's sold to the Sperbers.....these are all renovated or rebuilt homes within three lots either side of the Farrar's. These type of improvements on a street like Wildlife are to be expected, and I know Chris and Christy would not resist something in line with what has happened around them over the years. Go down the street by the Wildlife gate and look at the house the Louks built. It is a huge complex, but involved nothing close to building a graded platform upon which to build. And that lot was nowhere near as flat as 6847.
>
> Having lived there, I know all of the projects mentioned above, and I also know that they were all very well considered in terms of how they related to the existing topography of the land. Why such a giant and outrageous departure for the Sperbers? I can't believe that this Commission will end up approving this project as it is currently proceeding. If a mistake was made, then just help the Sperbers deal with it and move on. The greater good is served by getting it right in the end, and the right call here prevents decades of negatively impacting the Farrar's property or dealing with others who use this project as a basis for being allowed similar latitude to deface the natural terrain.
>
> I have never so much as written a letter to the editor of the local papers or posted a derogatory comment about our community or any decisions by the City of Malibu. This is so wrong though. The lot was already flat, and as great citizens of this community, the Farrar's deserve a much greater level of protection from the Planning Commission than is evident by the project that is currently underway. Big house, maximum height.....have at it. Just don't approve building up the lot in a way that has such a significant impact on a neighbors life. I really believe that this project should be revised to build off the original topography as has been the case at so many houses on that street.
>
> I appreciate you all seriously considering this feedback. I am happy to get on a call or meet any of you over at the site if my further perspective can be helpful in any way.
>
> Thank you
>
> Keith Brown
> [redacted]
> [redacted]
> [redacted]
> [redacted]
>
>

Kathleen Stecko

From: CAROLYN DIEMER <[redacted]>
Sent: Thursday, July 28, 2016 8:57 PM
To: Kathleen Stecko
Cc: Adrian Fernandez
Subject: Fwd: Automatic reply: sperber house on Wildlife Rd

RECEIVED
JUL 29 2016
PLANNING DEPT.

I was told, by automated email, to forward this message to you:

Dear Planning Director,

As the next-door neighbor of the Sperbers on Wildlife Road, I am in full favor of their current project. I have been shown all versions of their plans and I know the arduous process one goes through to get plans approved to build a house. They have gone above and beyond to reach out to ALL neighbors and have asked time and again to meet with anyone if they have concerns, especially the Farrars.
The Sperbers followed the rules, submitted plans and received their permit. NOW the Farrars are objecting? The Sperbers have been incredibly forthcoming about their plans. They have been very neighborly regarding this project and before when they remodeled their current home.

I see NO reason to delay or alter their project in any way.

Sincerely, Carolyn Diemer

Date Received 07-29-16 Time 7:30am
Planning Commission meeting of 08-01-16
Agenda Item No. 5A
Total No. of Pages 1

CC: Planning Commission, PD, PM, Recording Secretary, Reference Binder, File

Kathleen Stecko

From: Bonnie Blue
Sent: Monday, August 01, 2016 10:23 AM
To: Kathleen Stecko
Subject: FW: 6847 Wildlife Rd.

RECEIVED
AUG - 1 2016
PLANNING DEPT.

Bonnie Blue, AICP
Planning Director
City of Malibu

-----Original Message-----
From: Dick Lowe [redacted]
Sent: Monday, August 01, 2016 9:31 AM
To: Bonnie Blue <BBlue@malibucity.org>
Subject: 6847 Wildlife Rd.

There seems to be an exceptional amount of grading at this construction site.
Please make sure that the regulations for grading are properly followed.
Thank you.
Dick Lowe

Date Received 8-1-16 Time 10:30am
Planning Commission meeting of 8-1-16
Agenda Item No. 5A
Total No. of Pages 1

CC: Planning Commission, PD, PM, Recording Secretary, Reference Binder, File

RECEIVED
AUG - 1 2016
PLANNING DEPT.

Kathleen Stecko

From:	Martin Burton [redacted]
Sent:	Sunday, July 31, 2016 3:27 PM
To:	roohistack@charter.net; sunset100@verizon.net; res02igz@verizon.net; Mikke Pierson; jdjennings@gmail.com
Cc:	Kathleen Stecko; BBlue@malilbucity.org; Chris Farrar
Subject:	Objections to Item 5.A - CDP Amendment No 16-006, 6847 Wildlife Road
Attachments:	20160731 Burton Letter to Planning Commission.pdf

Please see attached pdf of letter objecting to Coastal Development Permit Amendment No. 16-006 scheduled for hearing as item 5.A at Planning Commission meeting of August 1, 2016, submitted on behalf of Mr. and Mrs. Chris and Christy Farrar at 6855 Wildlife Road.

Please let me know if you have any questions.

Martin N. Burton
Law Office of Martin N. Burton
2026 Hilldale Drive
La Canada Flintridge, CA 91011
(818) 421-5340 (M)
(818) 957-5537 (O)
mburton@mburtonlaw.com

Privileged information may be contained in this message. If you are not the intended recipient (or responsible for delivery of the message to the intended recipient), please do not copy this message to anyone but notify the sender immediately. Thank you.

Date Received 8-1-16 Time 7:30 am
Planning Commission meeting of 08-01-16
Agenda Item No. 5A
Total No. of Pages 6

CC: Planning Commission, PD, PM, Recording Secretary, Reference Binder, File

Law Office of Martin N. Burton
2026 Hilldale Drive
La Canada Flintridge, California 91011
(818) 957-5537
mburton@mburtonlaw.com

July 31, 2016

VIA EMAIL

City of Malibu Planning Commission
Honorable Roohi Stack, Chair
Honorable John Mazza, Vice Chair
Honorable David Brotman, Commissioner
Honorable Jeffrey Jennings, Commissioner
Honorable Mikke Pierson, Commissioner

RE: Objections to Coastal Development Permit Amendment No. 16-006
6847 Wildlife Road (the "Property")

Dear Chair Stack, Vice Chair Mazza, and Commissioners Brotman, Jennings and Pierson:

I am writing to object to Coastal Development Permit Amendment No. 16-006 (the "Project") for failing to comply with the Malibu Local Coastal Program because of its massive, destructive, and wholly unnecessary grading in violation of the City's Grading Ordinance and grossly out of character with the neighborhood. The Planning Commission cannot make the findings required and must therefore reject the Project, and order the Property returned to its natural grade immediately.

I represent Chris and Christy Farrar who live at 6855 Wildlife Road, next door neighbors to the Property to the southeast.

As the Staff Report describes (p 3), the proposed development area on the Property is "generally flat" and needs virtually no grading. When the Original Plans were proposed (the "Original Plans") in 2014, the only non-exempt grading proposed was for to restore the grade of an unpermitted sport court. The Farrars reviewed the Original Plans, raised no objections (though they would be moderately affected by the new development), and, after a full public hearing, this Commission approved a Coastal Development Permit for the Original Plans on January 20, 2015.

But not long afterward, and unknown to the Farrars, changes to the Project were quietly filed over the counter that would almost quadruple the non-exempt graded fill, from 221 cubic yards to 817 cubic yards, to create an artificial mountain on this flat lot with a view peering over the Farrars' property to the ocean. The Planning Department somehow deemed these enormous changes "minor in nature" even though non-exempt grading nearly tripled from 348 to 944 cubic

yards. Once the department stamped its approval, the Project applicant wasted no time in piling over 800 cubic yards of fill to transform their backyard into a towering platform.

When the Farrars saw the artificial mountain materialize literally overnight on June 17, without notice to them or further review by the Planning Commission, they immediately notified the Planning Department. Presented with photographs from the Farrars' property, Staff concluded the new Project, on reflection, did indeed "look significant", and after a City Council inquiry, Staff determined it had incorrectly characterized the grading as a minor change, resulting in today's hearing.

Instead of removing soil off-site, to allow for a basement and correct the prior illegal grading, the Project as proposed would pile up the soil on-site, held back by a 6-foot retaining wall topped by a 3½ foot "view permeable fence" along the boundary of the Farrar's property. The Farrars, whose property already sits below the Property's natural grade by virtue of a 2½ foot retaining wall, would see most of their backyard appear submerged 10 to 12 feet below their neighbor's massive new wall and railing structure.

Staff's initial reflection, that the Project's impacts are significant, was correct. The Planning Commission cannot make the required findings.

A. The Planning Commission cannot make Findings A1, B1, B4, B5, or C3 – that the Project conforms with the certified City of Malibu Local Coastal Program (the "LCP") and all applicable state and local laws – because the Project violates the LCP's Grading Ordinance.

The Project violates the clear letter of the City of Malibu Grading Ordinance of the Local Implementation Plan of the Malibu LCP (Chapter 8: the "Grading Ordinance"). The Grading Ordinance applies to this Project because it is a "development requiring a Coastal Development Permit that includes grading" (Chapter 8.2). The purpose of the Grading Ordinance is "**to ensure that new development minimizes the visual and resource impacts of grading and landform alteration.**" (Chapter 8.1) The Project fails to minimize either the visual or the resource impacts of the grading, raising the bulk of the Property by over five feet by piling on over 800 cubic yards of fill.

Chapter 8.3.A. of the Grading Ordinance expressly prohibits such excessive grading:

> Development shall be planned to fit the topography, soils, geology, hydrology, and other conditions existing on the site so that ***grading is kept to an absolute minimum.***

(Emphasis added.)

The Staff Report includes a detailed table, comparing the Original Plans with the new Project in virtually every category – *except for grading impacts*. Instead, the Staff Report shows

only the grading proposed for the new Project. This omission hides the true impact of the Project's grading. Here is the table that the Staff Report should have included to compare the grading for the Original Plans with that of the New Project:

Grading of Original Plans vs. New Project

(Non-Exempt Grading)	Original Plans	New Project
Cut	127	127
Fill	221	817
Total	348	944

This table demonstrates that grading has not, in fact, been kept to an "absolute minimum", which was 221 cubic yards of fill of the Original Plans. In fact, the Project proposes to increase total grading from 348 cubic yards to 944 cubic yards, just under maximum of 1,000 cubic yards.

The basis for this change has nothing to do with safety, geographic hardship, or topographic uniqueness. The only justification offered by the Staff Report is that "*the property owner prefers to have the pool along the southeastern property line and a larger level yard area.*" (p 11, emphasis added). The property owner's whimsy does not justify the violation of the LCP's Grading Ordinance.

The Staff Report makes no effort to demonstrate how the Project has kept the grading to an "absolute minimum". Instead, the Staff Report's analysis treats the maximum of 1,000 cubic yards as a basic entitlement – as long as this threshold is not exceeded, no further showing is necessary. This violates the LCP's Grading Ordinance, which requires that grading be kept to an "absolute minimum."

Section 8.3.E of the Malibu LCP's Grading Ordinance governs the design of grading, and provides that grading "***shall be designed to minimize the alteration of landforms*** by incorporating measures including, but not limited to the following:

1. ***Conforming to the natural topography. Contour grading shall be used to reflect original landform and result in minimum disturbance to natural terrain.***"

(Emphasis added.)

The Staff Report fails to show how the grading was designed to minimize the alteration of landforms, conforms to the natural topography, or results in minimum disturbance to natural terrain. In fact, the Project fails to meet each of these criteria.

B. The Planning Commission cannot make Finding A3 – that the Project is the least damaging alternative – because the Project will unnecessarily and permanently alter the natural landform of the Property, whereas the original proposal met the applicant's goals without the irreversible adverse environmental impacts.

The Staff Report indicates that the Project "reduces export, associated truck trips and offsite disposal", concluding that "less grading does not offer substantial environmental advantages." This statement is nonsense: **"less grading" offers the substantial environmental advantage of *less grading*.** The Grading Ordinance requires grading to be minimized, and an alternative that minimizes grading is the environmentally superior alternative. The Staff Report attempts to compare limited, temporary construction impacts from "truck trips" with the permanent, irreversible alteration of the natural landform – a significant environmental impact. Ironically, the source of 1,072 cubic yards of fill is the excavation of the Project's basement, so to the extent the export of soil is an environmental concern, the remedy is not to pile the soil on-site, but to eliminate the basement: a solution assuring the natural landform both under the proposed house and in the backyard would be preserved permanently.

The Planning Commission cannot make Finding A3 – "The project is the least environmentally damaging alternative" – because the project will result in destructive grading and massive landform alternation, which can be avoided merely by building the Project as originally proposed without the destructive grading.

C. The Planning Commission cannot make Finding B2 or C2 – that the Project does not adversely affect neighborhood character, because the Project will result in massive landform alterations and result in a total 12 foot structure towering over their neighbors' property.

The Farrars' property was constructed with a modest 2½ foot retaining wall along the boundary with the Property. This Project would add, just three feet behind the Farrars' retaining wall, a 6 foot retaining wall, plus a 3½ foot handrail ("view permeable fencing", p 5) on top of the Farrars' property. This would substantially affect the character of the neighborhood, creating a cavernous, pit-like quality to the Farrars' backyard, impinging on their privacy and their sense of openness and private space.

Regardless of the impact on the Farrars' property, the Project sets a dangerous and damaging precedent for the neighborhood. The Staff Report asserts without verification that "the Planning Commission has regularly approved grading for typical accessory residential development if the 1,000 cubic yard limit is not exceeded and no public scenic views or resources are impacted." (p 9) No back-up is provided to support this unverified assertion, and in fact, no evidence suggests the Planning Commission has approved a project where the sole justification is the property owner's preference, as opposed to a showing of hardship or

disadvantage required at a minimum for any other variance from the Grading Ordinance's plain provisions.

The significant aesthetic impacts, cumulative and project-specific, from this activity would be considerable. Neighborhood views, privacy, feelings of openness and sense of space, and harmony with natural surroundings would all be sacrificed throughout the community, just as they are with the Farrar property.

Several other revisions to the Original Plans would also impact the Farrars' property, such as elevating the pool above grade – resulting in light being shined directly into their master bedroom – and potential flooding and impacts from run-off across their property from the unnatural drainage courses being created, as well as generalized privacy concerns across the entirety of their property.

The Planning Commission cannot make the Findings and therefore must reject this Project, re-instate the Original Plans, and order the Property returned to its natural grade immediately.

Respectfully submitted,

Martin N. Burton

cc: Mr. and Mrs. Chris and Christy Farrar (via email)
Bonnie Blue, Planning Director (via email)
City Clerk (via email)

Kathleen Stecko

RECEIVED

JUL 29 2016

PLANNING DEPT.

From: [redacted]
Sent: Friday, July 29, 2016 3:43 PM
To: roohistack@charter.net; sunset100@verizon.net; res02igz@verizon.net; Mikke Pierson; jdjennings@gmail.com; Kathleen Stecko
Cc: Chris Farrar
Subject: 6847 Wildlife Road

Date Received 07-29-16 Time 3:45pm
Planning Commission meeting of 08-01-16
Agenda Item No. 5A
Total No. of Pages 2

Roohi, John, David, Jeff, and Mikke:

As the former owner of 6847 Wildlife Road, I feel an obligation to weigh in on the current issues related to the grading of that property for the new construction.

First of all, some quick local background on me:
- Owned 6847 Wildlife with my ex-wife Kim Brown from 2000 to 2010 when it was purchased by the Sperbers.
- I still live and on a home on Point Dume (Wandermere Road) giving me over 16 years of home ownership and living with my family in this neighborhood.
- My children Ryan and Linda Brown both attended Point Dume Elementary and graduated from MHS.
- I have been a board member of the Malibu Boys and Girls Club for the past 13 years and I am a past President of that organization.

My comments relative to the 6847 Wildlife project and the grading issues that have been raised:
6847 Wildlife was already one of the flattest lots on that street and overall a very flat lot for property on a canyon on Point Dume. Next to location, the biggest draw to that property when we bought it in 2000 was the extended flat topography that is not common on Point Dume lots.

I have seen the grading work that has been completed, and I am blown away that this may be approved by this Commission and/or the City. I have never seen this level of grading improvement on a Point Dume lot period, let alone one with such a flat buildable lot to start with. What homeowner with property adjacent to such a flat Point Dume lot should ever expect to one day be looking up at six feet of retaining wall (plus what sits on top of that); and/or people looking down at them in their yard from up to 40 feet higher once the house gets maxed out on top of the graded level that now starts so far above the Farrar's yard. It looks like a cut and fill job from an Inland Empire track development vs. what I thought was a bias to preserve the integrity of the topography and natural beauty of Point Dume.

I don't know all the details related to how this project got to this point, but it is really quite remarkable and concerning. If you allow this kind of alteration to a flat lot, what precedent does this set for what will be approved in the future.

I know the Farrar's very well as longtime neighbors. They are wonderful people, have a beautiful family, and they have always been caring members of our community. I also know them to be very balanced people. I know that they understood it to be inevitable that 6847 was developed into a larger home one day. I think, however, that they also thought they could rely on what is typically approved and permitted vs. the travesty that has happened next door with retained earth and a future home towering over their property.

Look around Wildlife and all other streets on Point Dume where ranch houses have been replaced by larger homes. Where do you see anything close to what Chris, Christy and their family will be looking at and the privacy they have lost? The homes of the Fletchers (now Pink) the Wizniki's (now McConaughey), the Deimer's, the Murray's, and the house next door to 6847 that the Haft's sold to the Sperbers.....these are all renovated or rebuilt homes within three lots either side of the Farrar's. These type of improvements on a street like Wildlife are to be expected, and I know Chris and Christy would not resist something in line with what has happened around them over the years. Go down the street by

CC: Planning Commission, PD, PM, Recording Secretary, Reference Binder, File

the Wildlife gate and look at the house the Louks built. It is a huge complex, but involved nothing close to building a graded platform upon which to build. And that lot was nowhere near as flat as 6847.

Having lived there, I know all of the projects mentioned above, and I also know that they were all very well considered in terms of how they related to the existing topography of the land. Why such a giant and outrageous departure for the Sperbers? I can't believe that this Commission will end up approving this project as it is currently proceeding. If a mistake was made, then just help the Sperbers deal with it and move on. The greater good is served by getting it right in the end, and the right call here prevents decades of negatively impacting the Farrar's property or dealing with others who use this project as a basis for being allowed similar latitude to deface the natural terrain.

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I appreciate you all seriously considering this feedback. I am happy to get on a call or meet any of you over at the site if my further perspective can be helpful in any way.

Thank you

Keith Brown
[redacted]

Kathleen Stecko

From:	Chris Farrar [redacted]
Sent:	Friday, July 29, 2016 3:08 PM
To:	Kathleen Stecko
Subject:	6847 Wildlife Rd
Attachments:	Petition signatures.pdf; 6847 Wildlife Rd Comments.pdf; signatures_1469827086.pdf

RECEIVED
JUL 29 2016
PLANNING DEPT.

Hi Kathleen,

Could you please see that these documents are distributed to the Planning Commissioners? I may have more for you on Monday.

Thank you,

Chris Farrar
[redacted]

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that reading, disseminating, distributing, or copying this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and discard the original message. Thank you.

Date Received 07-29-16 Time 3:15pm
Planning Commission meeting of 08-01-16
Agenda Item No. 5A
Total No. of Pages 5

CC: Planning Commission, PD, PM, Recording Secretary, Reference Binder, File

	A	B	C	D
1	Name	City	Postal Code	Signed On
2	Chris Farrar	Malibu	90265	7/26/2016
3	Chris Houge	Malibu	90265	7/27/2016
4	Matt Landesman	Chatsworth	91311	7/27/2016
5	Stephanie Rainin	Malibu	90265	7/27/2016
6	Danna Ruscha	Beverly Hills	90210	7/27/2016
7	Mizrahi David	Malibu	90265	7/27/2016
8	Francesca Ruscha	Malibu	90265	7/27/2016
9	STEPHEN FRIEDMAN	Malibu	90265	7/27/2016
10	Laura Burris	Malibu	90265	7/27/2016
11	Lisa Houge	Malibu	90265	7/27/2016
12	George Hurd	Malibu	90265	7/27/2016
13	Barry Hilton	Malibu	90265	7/27/2016
14	Mary Ellen Junkins	Rancho Palos Verdes	90275	7/28/2016
15	Julia Sturgeon	Malibu	90265	7/28/2016
16	Gill Sharp-Randall	Malibu	90265	7/28/2016
17	ROBERT BLACKMAN	Malibu	90265-4226	7/28/2016
18	Martha Fling	Malibu	90265	7/28/2016
19	Denise Peak	Malibu	90265	7/28/2016
20	Sue Creighton	Malibu	90265	7/28/2016
21	Romy Rapoport	Malibu	90265	7/28/2016
22	Inez McGee	Malibu	90265	7/28/2016
23	Bruce Gregory	Malibu	90265	7/29/2016
24	Brady Paterson	Malibu	90263	7/29/2016
25	Paul Taublieb	Malibu	90265	7/29/2016
26	Randee Bieler	Manhattan Beach	90266	7/29/2016

Name	City	State	Zip	SignedOn	Comment
Chris Houge	Malibu	CA	90265	7/27/2016	Terrible precedent to set and not consistent w plans that were shown to city and neighbors
Danna Ruscha	Beverly Hill	CA	90210	7/27/2016	I have a home at 6744 Wildlife. This grading is detrimental to our community, and sets a dangerous precedent for developers.
Mary Ellen Junkins	Malibu	CA	90265	7/28/2016	I do not support this being allowed!
ROBERT BLACKMAN	Malibu	CA	90265-422	7/28/2016	Every proposed project by a property owner must never encroach or disturb surrounding properties without a waiver from those adjacent property owners.
Denise Peak	Malibu	CA	90265	7/28/2016	Crazy to allow grading like this at a residence it will effect other nearby homes and run off going into the ocean. The line needs to be drawn somewhere.
Sue Creighton	Malibu	CA	90265	7/28/2016	I object to excessive grading, which in this case elevates a lot above surrounding properties, and negatively affects the Pt. Dume neighborhood.
Inez McGee	Malibu	CA	90265	7/28/2016	If the city issued a grading permit erroneously, they should take responsibility and rescind it. Why should other Wildlife residents have to live with their mistake?
Randee bieler	Malibu	CA	90265	7/29/2016	Let's keep the lay of the land laying where nature put it. If we get into a elevation contest in this neighborhood with these players, Point Dume will become unrecognizable. Let's preserve this beauty.

change.org

Recipient: Bonnie Blue

Letter: Greetings,

Please prohibit excessive grading on Point Dume and keep the grading at 6847 Wildlife Rd. to an absolute minimum.

Signatures

Name	Location	Date
Chris Farrar	Malibu, CA, United States	2016-07-26
Chris Houge	Malibu, CA, United States	2016-07-27
Matt Landesman	Chatsworth, CA, United States	2016-07-27
Stephanie Rainin	Malibu, CA, United States	2016-07-27
Danna Ruscha	Beverly Hills, CA, United States	2016-07-27
Mizrahi David	Malibu, CA, United States	2016-07-27
Francesca Ruscha	Malibu, CA, United States	2016-07-27
STEPHEN FRIEDMAN	Malibu, CA, United States	2016-07-27
Laura Burris	Malibu, CA, United States	2016-07-27
Lisa Houge	Malibu, CA, United States	2016-07-27
George Hurd	Malibu, CA, United States	2016-07-27
Barry Hilton	Malibu, CA, United States	2016-07-27
Mary Ellen Junkins	Rancho Palos Verdes, CA, United States	2016-07-28
Julia Sturgeon	Malibu, CA, United States	2016-07-28
Gill Sharp-Randall	Malibu, CA, United States	2016-07-28
ROBERT BLACKMAN	Malibu, CA, United States	2016-07-28
Martha Fling	Malibu, CA, United States	2016-07-28
Denise Prak	Malibu, CA, United States	2016-07-28
Sue Creighton	Malibu, CA, United States	2016-07-28
Romy Rapoport	Malibu, CA, United States	2016-07-28
Inez McGee	Malibu, CA, United States	2016-07-28
Bruce Gregory	Malibu, United Kingdom	2016-07-29
Brady Paterson	Malibu, CA, United States	2016-07-29
Paul Taublieb	Malibu, CA, United States	2016-07-29
Randee Bieler	Manhattan Beach, CA, United States	2016-07-29

Kathleen Stecko

From: Chris Farrar [redacted]
Sent: Monday, August 01, 2016 8:51 AM
To: Kathleen Stecko
Subject: Updated petitions and comments
Attachments: Final signatures.pdf; Final comments.pdf; 001.jpg

RECEIVED
AUG - 1 2016
PLANNING DEPT.

Hello,

Could you please pass these along to the appropriate people?

Thank you,

Chris Farrar

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that reading, disseminating, distributing, or copying this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and discard the original message. Thank you.

Date Received 8-1-16 Time 9:00am
Planning Commission meeting of 8-1-16
Agenda Item No. 5A
Total No. of Pages 6

CC: Planning Commission, PD, PM, Recording Secretary, Reference Binder, File

change.org

Recipient: Bonnie Blue

Letter: Greetings,

Please prohibit excessive grading on Point Dume and keep the grading at 6847 Wildlife Rd. to an absolute minimum.

Signatures

Name	Location	Date
Chris Farrar	Malibu, CA, United States	2016-07-26
Chris Houge	Malibu, CA, United States	2016-07-27
Matt Landesman	Chatsworth, CA, United States	2016-07-27
Stephanie Rainin	Malibu, CA, United States	2016-07-27
Danna Ruscha	Beverly Hills, CA, United States	2016-07-27
Mizrahi David	Malibu, CA, United States	2016-07-27
Francesca Ruscha	Malibu, CA, United States	2016-07-27
STEPHEN FRIEDMAN	Malibu, CA, United States	2016-07-27
Laura Burris	Malibu, CA, United States	2016-07-27
Lisa Houge	Malibu, CA, United States	2016-07-27
George Hurd	Malibu, CA, United States	2016-07-27
Barry Hilton	Malibu, CA, United States	2016-07-27
Mary Ellen Junkins	Rancho Palos Verdes, CA, United States	2016-07-28
Julia Sturgeon	Malibu, CA, United States	2016-07-28
Gill Sharp-Randall	Malibu, CA, United States	2016-07-28
ROBERT BLACKMAN	Malibu, CA, United States	2016-07-28
Martha Fling	Malibu, CA, United States	2016-07-28
Denise Prak	Malibu, CA, United States	2016-07-28
Sue Creighton	Malibu, CA, United States	2016-07-28
Romy Rapoport	Malibu, CA, United States	2016-07-28
Inez McGee	Malibu, CA, United States	2016-07-28
Bruce Gregory	Malibu, United Kingdom	2016-07-29
Brady Paterson	Malibu, CA, United States	2016-07-29
Paul Taublieb	Malibu, CA, United States	2016-07-29
Randee Bieler	Manhattan Beach, CA, United States	2016-07-29
Keith Brown	Malibu, CA, United States	2016-07-29
Candace Brown	Malibu, CA, United States	2016-07-30
Mari Stanley	Malibu, CA, United States	2016-07-30
Scott Philbrick	Malibu, CA, United States	2016-07-30
Catherine Hutchinson	Malibu, CA, United States	2016-07-30

Name	Location	Date
David Rydell	Malibu, CA, United States	2016-07-31
Eleanor Hudspeth	Malibu, CA, United States	2016-07-31
Vincent Muselli	Malibu, CA, United States	2016-08-01
Diana Mullen	Malibu, CA, United States	2016-08-01
James Dixon	Malibu, CA, United States	2016-08-01

change.org

Recipient: Bonnie Blue

Letter: Greetings,

Please prohibit excessive grading on Point Dume and keep the grading at 6847 Wildlife Rd. to an absolute minimum.

Name	Address
Madelyn Glickfeld	28907 GRAYFOX ST. MALIBU

Comments

Name	Location	Date	Comment
Chris Houge	Malibu, CA	2016-07-27	Terrible precedent to set and not consistent w plans that were shown to city and neighbors
Danna Ruscha	Beverly Hills, CA	2016-07-27	I have a home at 6744 Wildlife. This grading is detrimental to our community, and sets a dangerous precedent for developers.
Mary Ellen Junkins	Malibu, CA	2016-07-28	I do not support this being allowed!
ROBERT BLACKMAN	Malibu, CA	2016-07-28	Every proposed project by a property owner must never encroach or disturb surrounding properties without a waiver from those adjacent property owners.
Denise Peak	Malibu, CA	2016-07-28	Crazy to allow grading like this at a residence it will effect other nearby homes and run off going into the ocean. The line needs to be drawn somewhere.
Sue Creighton	Malibu, CA	2016-07-28	I object to excessive grading, which in this case elevates a lot above surrounding properties, and negatively affects the Pt. Dume neighborhood.
Inez McGee	Malibu, CA	2016-07-28	If the city issued a grading permit erroneously, they should take responsibility and rescind it. Why should other Wildlife residents have to live with their mistake?
Randee bieler	Malibu, CA	2016-07-29	Let's keep the lay of the land laying where nature put it. If we get into a elevation contest in this neighborhood with these players, Point Dume will become unrecognizable. Let's preserve this beauty.
Keith Brown	Malibu, CA	2016-07-29	I have emailed the planning commission with my thoughts. I am the former owner of the property and I still live on Point Dume. This was already a very flat lot and the planning commission should not allow such a significant build up of the original topography. I know of no homes on that street that have done anything close to that level of lot grading and build up. Neighbors should be able to trust the Planning Commission to provide protection against this type of terrain alteration on Point Dume.
Candace Brown	Malibu, CA	2016-07-30	This is so wrong--sets a really bad precedent.
David Rydell	Malibu, CA	2016-07-31	I just left the address in question. The grading that is being done at that project is absolutely ridiculous. It sets a precedent. And it is the beginning of the end of such a great place that we call home. It's actually very sad to be honest. And there is absolutely no respect for neighbors which is not a part of what living here is all about. Just because you have a lot of money doesn't mean you need to start changing things and doing things out of pure selfishness and grandiosity. Let's help keep this place special and stop it
James Dixon	Malibu, CA	2016-08-01	I am signing the petition because I do not want lots in my neighborhood to be graded in a manner that makes my neighborhood look like a San Fernando Valley housing tract (north of the Boulevard). Incidentally, I feel kind of bad for all of the small animals that were buried and killed by the fill. Where the fill dirt was placed is an environmentally sensitive area that should have been protected.

Kathleen Stecko

Subject: The whole story

RECEIVED
AUG - 1 2016
PLANNING DEPT.

From: Richard Sperber [redacted]
Sent: Friday, July 29, 2016 6:35 PM
To: Bonnie Blue <BBlue@malibucity.org>
Cc: Rick Zeilenga <rzeilenga@szrlaw.com>
Subject: Fwd: The whole story

Sent from my iPad

Begin forwarded message:

> **From:** "Carolyn.Diemer" [redacted]
> **Date:** July 26, 2016 at 2:07:51 PM HST
> **To:** Richard Sperber [redacted]
> **Subject: Fwd: The whole story**
>
> Begin forwarded message:
>
> **From:** "Carolyn.Diemer" [redacted]
> **Subject: The whole story**
> **Date:** July 26, 2016 at 5:06:30 PM PDT
> **To:** June Louks [redacted]
>
> It's best to have an open dialog with neighbors…now if we can only get the Farrars to take down that illegal fence on the back path.
>
> From: June Louks [redacted]
> Subject: Sperber is a hero
> Date: July 26, 2016 at 3:46:45 PM PDT
> To: June Louks [redacted]
>
> So I just met with Richard Sperber. He showed me his new plans that he submitted recently. Apparently when I went to the city 2 1/2 weeks ago, the plans I saw were his "old" plans. He is a hero.
>
> 1.) His pool is still at the 104 foot level, but he shortened the pool and took off the 25' cabana at the end, and will be "chopping off" (for a pretty penny) the heavily graded portion by about 30 feet and the pad will be about 2 1/2 feet lower than the current grading, reducing the visual prominence in the gulley. It will also be screened with landscaping, with those exquisite drought tolerant plantings, Sperber style.
>
> 2.) He will reduce his wattage in the backyard lighting, starting next week.
>
> 3.) He will instruct his landscaper to only use electric blowers on his Wildlife properties.

Date Received 8-1-16 Time 1:30pm
Planning Commission meeting of 8-1-16
Agenda Item No. 5A
Total No. of Pages 2

CC: Planning Commission, PD, PM, Recording Secretary, Reference Binder, File

Also, he will not be putting any fence down in the gulley. The location of the rear yard fence will remain the same, which I think is at least 100 feet away from the creek. (He never intended for a fence to be down in the gulley.)

Please tell your neighbors that Sperber is a hero.

Love,

June

Kathleen Stecko

Subject: Correspondence from June Louks Regarding Sperber Project

RECEIVED
AUG - 1 2016
PLANNING DEPT.

August 1, 2016

Bonnie:

Richard is out of town today. He asked me to forward the two letters below to you, from June Louks, and asked that they be provided to the Planning Commissioners.

The first letter is a negative comment letter from June Louks, regarding the prior project approved by the City. The first letter should have been received by the Planning Commissioners previously.

The second letter, dated July 26, 2016, was more recently circulated by June to surrounding neighbors, and is very positive, reflecting her changed point of view after meeting with Richard Sperber, and seeing the revised project changes, that Richard agreed to with city staff. In the second letter she calls Richard "a hero" for the changes made to address the neighbors concerns.

Best regards,

Rick Zeilenga

SZR

Richard S. Zeilenga
Stowell, Zeilenga, Ruth, Vaughn & Treiger LLP
4590 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362

rzeilenga@szrlaw.com
Tel: (805) 446-7603
Fax: (805) 446-1490

LETTER ONE:

Dear Wildlife II, LLC and the City of Malibu, and Planning Commissioners,

Thank you for your work in improving our Point Dume neighborhood.

As a neighbor 4 houses away, here are our concerns about your project:

1.) Undue visual prominence in our gulley.
2.) Undue prominence of lights at night in our gulley.
3.) Undue prominence of noise do to higher elevation in our gulley.

Date Received 8-1-16 Time 2:30pm
Planning Commission meeting of 8-1-16
Agenda Item No. 5A
Total No. of Pages 3

Here are our requests:

CC: Planning Commission, PD, PM, Recording Secretary, Reference Binder, File

1.) Reduce the rear yard grade differential, to comply with the LCP, page 90 (see * below), keeping the grading to an absolute minimum. Because of the 2 foot grade differential from the neighbors on each side (east to west), this 2 foot differential should be the maximum terracing or retaining allowed, meaning that the maximum height for the pool's finished grade pad be at the 100 foot level (100 feet above sea level). Even though public works approved 104 foot level, because of the narrow lots that back onto each other, this is not appropriate. Also please note that the previous permitting for the sports court allowed grading at 96 foot level in originally approved plans, but this does not reflect the original, original grade, pre-sports court.

2.) 15 watt bulbs in the backyard with fixtures that direct light downwards. (Can you please change out the bulbs in the backyard of your existing house to 15 watts as well, so it is softer on your neighbors at night and in conformance with our code?)

3.) Please use electric blowers, mowers and landscape equipment, instead of gas, as they are quieter and better follow our Malibu Municipal Code 8.24.050 of "prohibited acts", item K: Leaf blowers: the use or operation of any portable machine powered with a combustion or gasoline engine used to blow leaves, dirt and other debris off sidewalks, driveways, lawns and other surfaces and Malibu General Plan (see ** below) at the proposed house as well at your house next door. Gas powered landscape equipment not only brings undo weekly noise, it also brings a considerable amount of CO2 settling into our gulley and environment, even more than driving a large car. Note: when the city code was made there were not electric mowers like there are today on the market, perhaps this change can be incorporated at both levels, as a neighborhood and as a city.)

Finally, out of respect for the local ecosystem and biology, please move the fence on your plans so that it is 100 feet away from the creek and bridle (horse) trail easement below. (When we built our home 7 years ago, this was requested of us too.)

I hope you can make these minor adjustments, and thank you again for improving our neighborhood.

Respectfully,

June (and Jeff) Louks

LETTER TWO:

From: June Louks <[redacted]
Subject: Sperber is a hero
Date: July 26, 2016 at 3:46:45 PM PDT
To: June Louks [redacted]

So I just met with Richard Sperber. He showed me his new plans that he submitted recently. Apparently when I went to the city 2 1/2 weeks ago, the plans I saw were his "old" plans. He is a hero.

1.) His pool is still at the 104 foot level, but he shortened the pool and took off the 25' cabana at the end, and will be "chopping off" (for a pretty penny) the heavily graded portion by about 30 feet and the pad will be about 2 1/2 feet lower than the current grading, reducing the visual prominence in the gulley. It will also be screened with landscaping, with those exquisite drought tolerant plantings, Sperber style.

2.) He will reduce his wattage in the backyard lighting, starting next week.

3.) He will instruct his landscaper to only use electric blowers on his Wildlife properties.

Also, he will not be putting any fence down in the gulley. The location of the rear yard fence will remain the same, which I think is at least 100 feet away from the creek. (He never intended for a fence to be down in the gulley.)

Please tell your neighbors that Sperber is a hero.

Love,

This e-mail is intended only for the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail or phone (805) 446-1496, and delete or destroy all copies of the original message.

City of Malibu

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

June 30, 2016

Burdge and Associates Architects
21235 Pacific Coast Highway
Malibu, CA 90265
Attention: Joseph Lezama

Reference: **Coastal Development Permit No. 14-024**
Site Plan Review No. 14-018
Demolition Permit
6847 Wildlife Road

Dear Mr. Lezama:

On June 28, 2016, I sent you a letter that prevented work, besides that approved by the Planning Commission, from continuing. In that letter I also stated "[a]s the changes to the window and door locations of the main house are still consistent with the Planning Commission resolution and LCP, along with the grading and pad elevation for the main house, that portion of the work may continue."

I now realize that I reached this conclusion regarding the main residence portion of the site in error because although the pad elevation and footprint (in terms of dimensions) on the plans approved for grading permit issuance are the same as the Commission-approved plans, the location of the residence footprint has been relocated approximately 13 feet further from the property line than the Commission-approved plans. Such a relocation of a structure that is 28 feet in height does not meet conditions 3 and 10 of the resolution and must be approved by the Planning Commission as an amendment to the coastal development permit, after a public hearing.

Therefore, I have directed Code Enforcement to issue a stop work order for the entire project site. I apologize for the issues associated with this, but I cannot allow work to proceed under the auspices of a permit issued in error.

At this time, the two options for moving the project forward are as follows:

1) Process a coastal development permit amendment for the revised project. Relocation of the structures would need to be story poled so that the potential visual and scenic impacts are disclosed and evaluated.

2) Construct the project as approved by the Planning Commission.

EXHIBIT G

The City will work with you to accomplish whichever option you select as quickly as possible. I am available to meet with you at your earliest convenience to resolve these issues and look forward to hearing from you – 310-456-2489 extension 258 or bblue@malibucity.org.

Sincerely,

Bonnie Blue
Planning Director

cc: Richard Sperber, property owner
Craig George, ESD Director
Doug Cleavenger, Senior Code Enforcement Officer
Jasch Janowicz, Contract Planner
Trevor Rusin, Assistant City Attorney
Reva Feldman, City Manager

NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL

The Malibu City Council will hold a public hearing on **MONDAY, September 26, 2016, at 6:30 p.m. in the Council Chambers, Malibu City Hall**, 23825 Stuart Ranch Road, Malibu, CA, on the appeal of the approval of the project identified below.

APPEAL NOS. 16-004 and 16-005 – An appeal of Planning Commission Resolution No. 16-17, approving Coastal Development Permit Amendment No. 16-006, an application to amend Coastal Development Permit No. 14-024, previously approved for demolition of an existing single-family residence and construction of a new two-story residence and accessory development, to increase the front yard setback by moving the residence approximately 21 feet further from the street, make minor interior and exterior modifications (such as new second floor balconies), relocate the swimming pool to be parallel with the southerly side property line, and revise the grading, design and accessory development of the rear yard

Location:	6847 Wildlife Road, within the appealable coastal zone
APN:	4466-006-017
Zoning:	Rural Residential–One Acre (RR-1)
Applicant:	Burdge and Associates
Appellants:	Richard Sperber Chris and Christy Farrar
Owner:	Wildlife II, LLC c/o Richard Sperber
Application Filed:	July 1, 2016
Appeals Filed:	August 11, 2016
Case Planner:	Jasch Janowicz, Contract Planner (310) 456-2489, Extension 345 jjanowicz@malibucity.org

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA), the Planning Director has analyzed the proposed project. The Planning Director has found that this project is listed among the classes of projects that have been determined not to have a significant adverse effect on the environment. Therefore, the project is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Sections 15301(l) Demolition of Existing Structures and 15303 (a) and (e) – New Construction. The Planning Director has further determined that none of the six exceptions to the use of a categorical exemption apply to this project (CEQA Guidelines Section 15300.2).

A written staff report will be available at or before the hearing. Following an oral staff report at the beginning of the hearing, the applicants and appellants may be given up to 15 minutes to make a presentation. Any amount of that time may be saved for rebuttal. All other persons wishing to address the Council will be provided three minutes to address the Council. These time limits may be changed at the discretion of the Council.

EXHIBIT H

At the conclusion of the testimony, the Council will deliberate and its decision will be memorialized in a written resolution.

Copies of all related documents, including the grounds for appeal, are available for review at City Hall during regular business hours. Written comments may be presented to the City Council at any time prior to the beginning of the public hearing.

COASTAL COMMISSION APPEAL – An aggrieved person may appeal the City Council's approval to the Coastal Commission within 10 working days of the issuance of the City's Notice of Final Action. Appeal forms may be found online at www.coastal.ca.gov or in person at the Coastal Commission South Central Coast District office located at 89 South California Street in Ventura, or by calling 805-585-1800. Such an appeal must be filed with the Coastal Commission, not the City.

IF YOU CHALLENGE THE CITY'S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, AT OR PRIOR TO THE PUBLIC HEARING.

Bonnie Blue, Planning Director

Publish Date: September 1, 2016

City of Malibu

23825 Stuart Ranch Rd., Malibu, California CA 90265-4861
(310) 456-2489 FAX (310) 317-1950 www.malibucity.org

RECEIVED
JUL 21 2016
PLANNING DEPT.

ENVIRONMENTAL HEALTH REVIEW
REFERRAL SHEET

TO: City of Malibu Environmental Health Administrator **DATE:** ~~7/1/2016~~

FROM: City of Malibu Planning Department

PROJECT NUMBER:	CDPA 16-006
JOB ADDRESS:	6847 WILDLIFE RD
APPLICANT / CONTACT:	Joseph Lezama, Burdge and Associates
APPLICANT ADDRESS:	21235 Pacific Coast Highway Malibu, CA 90265
APPLICANT PHONE #:	(310) 456-5905
APPLICANT FAX #:	(310) 456-2467
APPLICANT EMAIL:	joseph@buaia.com
PROJECT DESCRIPTION:	Amend CDP 14-024 to increase FYSB, modify swimming pool location and rear yard landscaping

---

TO: Malibu Planning Department and/or Applicant

FROM: City of Malibu Environmental Health Reviewer

✓ **Conformance Review Complete** for project submittals reviewed with respect to the City of Malibu Local Coastal Plan/Local Implementation Plan (LCP/LIP) and Malibu Plumbing Code (MPC). The Conditions of Planning conformance review and plan check review comments listed on the attached review sheet(s) (or else handwritten below) shall be addressed prior to plan check approval.

____ **Conformance Review Incomplete** for the City of Malibu LCP/LIP and MPC. The Planning stage review comments listed on the City of Malibu Environmental Health review sheet(s) shall be addressed prior to conformance review completion.

OWTS Plot Plan: ☐ NOT REQUIRED

☐ REQUIRED (attached hereto) ☐ REQUIRED (not attached)

Melinda Talent — 7-26-16

Signature **Date**

The applicant must submit to the City of Malibu Environmental Health Specialist to determine whether or not an onsite wastewater treatment system (OWTS) Plot Plan approval is required.

The Environmental Health Specialist may be contacted Tuesday and Thursday from 8:00 am to 11:00 am, or by calling (310) 456-2489, extension 307.

Rev 141008

EXHIBIT I

City of Malibu

Environmental Health • Environmental Sustainability Department
23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 317-1950 · www.malibucity.org

ENVIRONMENTAL HEALTH REVIEW SHEET

PROJECT INFORMATION

Applicant: (name and email address)	Joseph Lezama joseph@buaia.com		
Project Address:	**6847 Wildlife Rd** Malibu, CA 90265		
Planning Case No.:	CDPA 16-006		
Project Description:	Amend CDP 14-024 to increase FYSB, modify swimming pool location and rear yard landscaping		
Date of Review:	July 26, 2016		
Reviewer:	Melinda Talent	Signature:	Melinda Talent
Contact Information:	Phone: (310) 456-2489 x 364	Email:	mtalent@malibucity.org

SUBMITTAL INFORMATION

Architectural Plans:	Architectural plans by Burdge & Associates dated 7-13-16, revised 7-21-16
Grading Plans:	Grading and drainage plans by GeoWorks dated 7-13-16
OWTS Plan:	
OWTS Report:	
Geology Report:	
Miscellaneous:	EH BPC correspondence dated 3-15-16
Previous Reviews:	7-19-16

REVIEW FINDINGS

Planning Stage:	☒	**CONFORMANCE REVIEW COMPLETE** for the City of Malibu Local Coastal Program/Local Implementation Plan (LIP) and Malibu Plumbing Code (MPC). The listed conditions of Planning stage conformance review and plan check review comments shall be addressed prior to plan check approval.
	☐	**CONFORMANCE REVIEW INCOMPLETE** for the City of Malibu LIP and MPC. The listed Planning stage review comments shall be addressed prior to conformance review completion.
Plan Check Stage:	☐	**APPROVED**
	☒	**NOT APPROVED** Please respond to the listed plan check review comments and conditions of Planning conformance review.
OWTS Plot Plan:	☒	**NOT REQUIRED**
	☐	**REQUIRED (attached hereto)** ☐ **REQUIRED (not attached)**

Environmental Health **conformance review** has been completed for the development proposal described in the project description provided by the Planning Department and the project plans and reports submitted to this office. Please distribute this review sheet to all of the project consultants and, prior to final approval, provide a coordinated submittal addressing all conditions for final approval and plan check items.

The conditional conformance findings hereby transmitted complete the Planning stage Environmental Health review of the project. In order to obtain Environmental Health final approval of the OWTS Plot Plan and project construction drawings (during Building Safety plan check), all conditions and plan check items listed below must be addressed through submittals to the Environmental Health office.

Planning Stage Review Comments

1. **Plot Plan:** A plot plan drawn to scale shall be submitted showing all existing improvements, proposed improvements, and an alternative onsite wastewater treatment system (AOWTS) design meeting the minimum requirements of the current City of Malibu Plumbing Code, i.e. Title 28 of the Los Angeles County Code, incorporating the California Plumbing Code, 2013 Edition with City of Malibu local amendments (Malibu Municipal Code Section 12.12; hereinafter MPC), and the City of Malibu Local Coastal Program/Local Implementation Plan (LIP). At least one copy of the plot plan showing essential features of the AOWTS must fit on an 11" x 17" sheet leaving a 5" left margin clear to provide space for a City-applied legend on approvals. If the plan scale is such that more space is needed to clearly show construction details and/or all necessary setbacks, larger sheets may also be provided (up to a maximum size of 17" x 22" for review by Environmental Health).

- Provide an updated plot plan that includes the revised location of the pool and front yard wall.

-o0o-

If you have any questions regarding the above requirements, please contact the Environmental Health office at your earliest convenience.

cc: Environmental Health file
Planning Department

J.J

City of Malibu

23825 Stuart Ranch Rd., Malibu, California CA 90265-4861
(310) 456-2489 FAX (310) 317-1950

ENVIRONMENTAL HEALTH REVIEW
REFERRAL SHEET

Revised 7/10/14

TO: City of Malibu Environmental Health Administrator **DATE:** ~~4/21/2014~~

FROM: City of Malibu Planning Department

PROJECT NUMBER:	CDP 14-024, SPR 14-018, DP 14-004
JOB ADDRESS:	6847 WILDLIFE RD
APPLICANT / CONTACT:	Joseph Lezama, Burdge & Associates
APPLICANT ADDRESS:	21235 Pacific Coast Highway Malibu, CA 90265
APPLICANT PHONE #:	(310)456-5905
APPLICANT FAX #:	(310) 456-2467
APPLICANT EMAIL:	joseph@buaia.com
PROJECT DESCRIPTION:	Demo ESFR, NSFR, Pool

TO: Malibu Planning Department and/or Applicant

FROM: Andrew Sheldon, City Environmental Health Administrator

____ An Onsite Wastewater Treatment System (OWTS) Plot Plan approval IS NOT REQUIRED for the project.

✓ An OWTS Plot Plan approval IS REQUIRED for the project. DO NOT grant your approval until an approved Plot Plan is received.

SIGNATURE

August 25, 2014
DATE

The applicant must submit to the City of Malibu Environmental Health Specialist to determine whether or not a Private Sewage Disposal System Plot Plan approval is required.

Andrew Sheldon, Environmental Health Administrator may be contacted Tuesday and Thursday from 8:00 am to 11:00 am, or by calling (310) 456-2489, extension 364.

Rev 121009

City of Malibu

Environmental Health • Environmental Sustainability Department
23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 317-1950 · www.malibucity.org

ENVIRONMENTAL HEALTH REVIEW SHEET

PROJECT INFORMATION

Applicant : (Name and Address)	Anna Mattioli Burdge and Associates, Inc. 21235 Pacific Coast Highway Malibu, CA 90265
Applicant Email:	anna@buaia.com
Project Address:	6847 Wildlife Road Malibu, CA 90265
Planning Case No.:	CDP 14-024
Date of Review:	August 25,2014
Reviewer:	Todd Curtis Signature:
Contact Information:	Phone: (310) 456-2489 ext. 307 Email: tcurtis@malibucity.org

SUBMITTAL INFORMATION

Architectural Plans:	Planning submittal dated July 10, 2014
Grading Plans:	Planning submittal dated July 10, 2014
OWTS Plan:	MKN Associates dated July 7, 2014
OWTS Report:	MKN Associates dated July 7, 2014
Geology Report:	GeoConcepts dated April 9, 2014
Miscellaneous:	N/A

REVIEW FINDINGS

Planning Stage:	☒	**Conformance Review Complete** for the City of Malibu LCP/LIP and Malibu Plumbing Code. The listed Conditions of Planning Conformance Review and Plan Check Review Comments shall be addressed prior to plan check approval.
	☐	**Conformance Review Incomplete** for the City of Malibu LCP/LIP and Malibu Plumbing Code. The listed Planning Stage Review Comments shall be addressed prior to conformance review completion.
Plan Check Stage:	☐	**APPROVED.**
	☒	**NOT APPROVED.** Please respond to the listed Plan Check Review Comments and Conditions of Planning Conformance Review.
OWTS Plot Plan:	☐	**NOT REQUIRED**
	☒	**REQUIRED (attached hereto)** ☐ **REQUIRED (not attached)**

On August 25, 2014, a **Conformance Review** was completed for a new alternative onsite wastewater treatment system (AOWTS) proposed to serve the onsite wastewater treatment needs of the subject property. The proposed AOWTS meets the minimum requirements of the City of Malibu Plumbing Code, i.e. Title 28 of the Los Angeles County Code, incorporating the California Plumbing Code, 2013 Edition, and the City of Malibu Ordinance No. 377 Amendments (MPC), and the City of Malibu Local Coastal Plan/Local Implementation Plan (LCP/LIP). Please distribute this notice to all of the project consultants and provide a coordinated response to all items using a single submittal package with a point by point summary. The following items shall be addressed prior to final approval:

Conditions of Planning Conformance Review

1) **Final OWTS Plot Plan:** A final plot plan shall be submitted showing an OWTS design meeting the minimum requirements of the MPC, and the LCP/LIP, including necessary construction details, the proposed drainage plan for the developed property, and the proposed landscape plan for the developed property. The OWTS Plot Plan shall show essential features of the OWTS and must fit on an 11" x 17" sheet leaving a 5" left margin clear to provide space for a City-applied legend. If the plan scale is such that more space is needed to clearly show construction details and/or all necessary setbacks, larger sheets may also be provided (up to a maximum size of 18" x 22" for review by Environmental Health).

2) **OWTS Design Report, Plan, and System Specifications:** A final design report, plan drawings (four sets), and system specifications shall be submitted as to OWTS design basis and all components (i.e. alarm system, pumps, timers, flow equalization devices, backflow devices, etc.) proposed for use in the construction of the proposed alternative onsite wastewater disposal system. For all OWTS, final design drawings and calculations must be signed by a California-registered Civil Engineer, a Registered Environmental Health Specialist, or a Professional Geologist who is responsible for the design. The final OWTS design report and drawings shall be submitted with the designer's wet signature, professional registration number, and stamp (if applicable).

   The final OWTS design report shall contain the following information (in addition to the items listed above).

   a. Required treatment capacity for wastewater treatment and disinfection systems. The treatment capacity shall be specified in terms of flow rate, gallons per day (gpd), and shall be supported by calculations relating the treatment capacity to the number of bedroom equivalents, plumbing fixture equivalents, and/or the subsurface effluent dispersal system acceptance rate. The fixture unit count must be clearly identified in association with the design treatment capacity, even if the design is based on the number of bedrooms. Average and peak rates of hydraulic loading to the treatment system shall be specified in the final design.

   b. Sewage and effluent pump design calculations.

   c. Description of proposed wastewater treatment and/or disinfection system equipment. State the proposed type of treatment system(s) (e.g., aerobic treatment, textile filter, ultraviolet disinfection, etc.); major components, manufacturers, and model numbers for "package" systems; and conceptual design for custom engineered systems.

   d. Specifications, supporting geology information, and percolation test results for the subsurface effluent dispersal portion of the onsite wastewater disposal system. This must include the proposed type of effluent dispersal system (drainfield, trench, seepage pit, subsurface drip, etc.) as well as the system's geometric dimensions and basic construction features. Supporting calculations shall be presented that relate the results of soils analysis or percolation/infiltration tests to the projected subsurface effluent acceptance rate, including any unit conversions or safety factors. Average and peak rates of hydraulic loading to the effluent dispersal system shall be specified in the final design. The projected subsurface effluent acceptance rate shall be reported in units of total gallons per day (gpd) and gallons per square foot per day (gpsf). Specifications for the subsurface effluent dispersal system shall be shown to accommodate the design hydraulic loading rate (i.e., average and peak OWTS effluent flow, reported in units of gpd). The subsurface effluent dispersal system

design must take into account the number of bedrooms, fixture units, and building occupancy characteristics.

e. All final design drawings shall be submitted with the wet signature and typed name of the OWTS designer. If the plan scale is such that more space than is available on the 11" x 17" plot plan is needed to clearly show construction details, larger sheets may also be provided (up to a maximum size of 18" x 22" for review by Environmental Health). [Note: For OWTS final designs, full-size plans for are also required for review by Building & Safety and/or Planning.]

3) **Existing OWTS to be Abandoned**: Final plans shall clearly show the locations of all existing OWTS components (serving pre-existing development) to be abandoned and provide procedures for the OWTS' proper abandonment in conformance with the MPC.

4) **Worker Safety Note and Abandonment of Existing OWTS**: The following note shall be added to the plan drawings included with the OWTS final design. "Prior to commencing work to abandon, remove, or replace existing Onsite Wastewater Treatment System (OWTS) components an "OWTS Abandonment Permit" shall be obtained from the City of Malibu. All work performed in the OWTS abandonment, removal, or replacement area shall be performed in strict accordance with all applicable federal, state, and local environmental and occupational safety and health regulatory requirements. The obtainment of any such required permits or approvals for this scope of work shall be the responsibility of the applicant and their agents."

5) **Building Plans:** Architectural floor plans of the proposed residence approved by building safety shall be submitted for review.

6) **Sewage Pump Station Plan:** A plan for the basement level pump station approved by building safety shall be submitted for review.

7) **Proof of Ownership:** Proof of ownership of subject property shall be submitted.

8) **Operations & Maintenance Manual:** An operations and maintenance manual specified by the OWTS designer shall be submitted. This shall be the same operations and maintenance manual proposed for later submission to the owner and/or operator of the proposed alternative onsite wastewater disposal system.

9) **Maintenance Contract:** A maintenance contract executed between the owner of subject property and an entity qualified in the opinion of the City of Malibu to maintain the proposed alternative onsite wastewater disposal system after construction shall be submitted. ***Please note only original "wet signature" documents are acceptable***.

10) **Covenant:** A covenant running with the land shall be executed between the City of Malibu and the holder of the fee simple absolute as to subject real property and recorded with the Los Angeles County Recorder's Office. Said covenant shall serve as constructive notice to any future purchaser for value that the onsite wastewater treatment system serving subject property is an alternative method of onsite wastewater disposal pursuant to the City of Malibu Uniform Plumbing Code, Appendix K, Section 1(i). Said covenant shall be provided by the City of Malibu Environmental Health Specialist. ***Please submit a certified copy issued by the Los Angeles County Recorder***.

11) **City of Malibu Geologist/Geotechnical Approval:** City of Malibu Geologist and Geotechnical Engineer final approval shall be submitted.

12) **City of Malibu Planning Division Approval:** City of Malibu Department of Environmental and Community Development, Planning Division final approval shall be obtained.

13) **Environmental Health Final Review Fee:** A final fee shall be paid to the City of Malibu for Environmental Health review of the AOWTS design and system specifications.

14) **Operating Permit Application and Fee:** In accordance with M.M.C. Chapter 15.14, an application shall be made to the Environmental and Building Safety Division for an OWTS operating permit. An operating permit fee shall be submitted with the application.

-o0o-

If you have any questions regarding the above requirements, please contact the Environmental Health Division at your earliest convenience.

cc: Environmental Health main file
Planning Division

6847 WILDLIFE ROAD (CDP 14-024)
MALIBU, CA 90265

ESFR:	6 Bedroom/99 Fixture Units (N)
TREATMENT UNIT:	MicroSepTec ES-25 w/ UV Disinfection
ACTIVE:	2 - 6'x 35' BI w/ 15' Cap
FUTURE:	2 - 6'x 35' BI w/ 15' Cap
PERC RATE:	22,527 gpd present proj.(B-1,-2)
	13,491 gpd present proj.(B-3,-4)
DESIGNER:	Nunley(RCE 61801)
DESIGN REPORT:	MKN (07/07/14)
PERC RPT:	Geoconcepts(04-09-14)
GEOLOGY REPORT:	Geoconcepts(04-09-14)

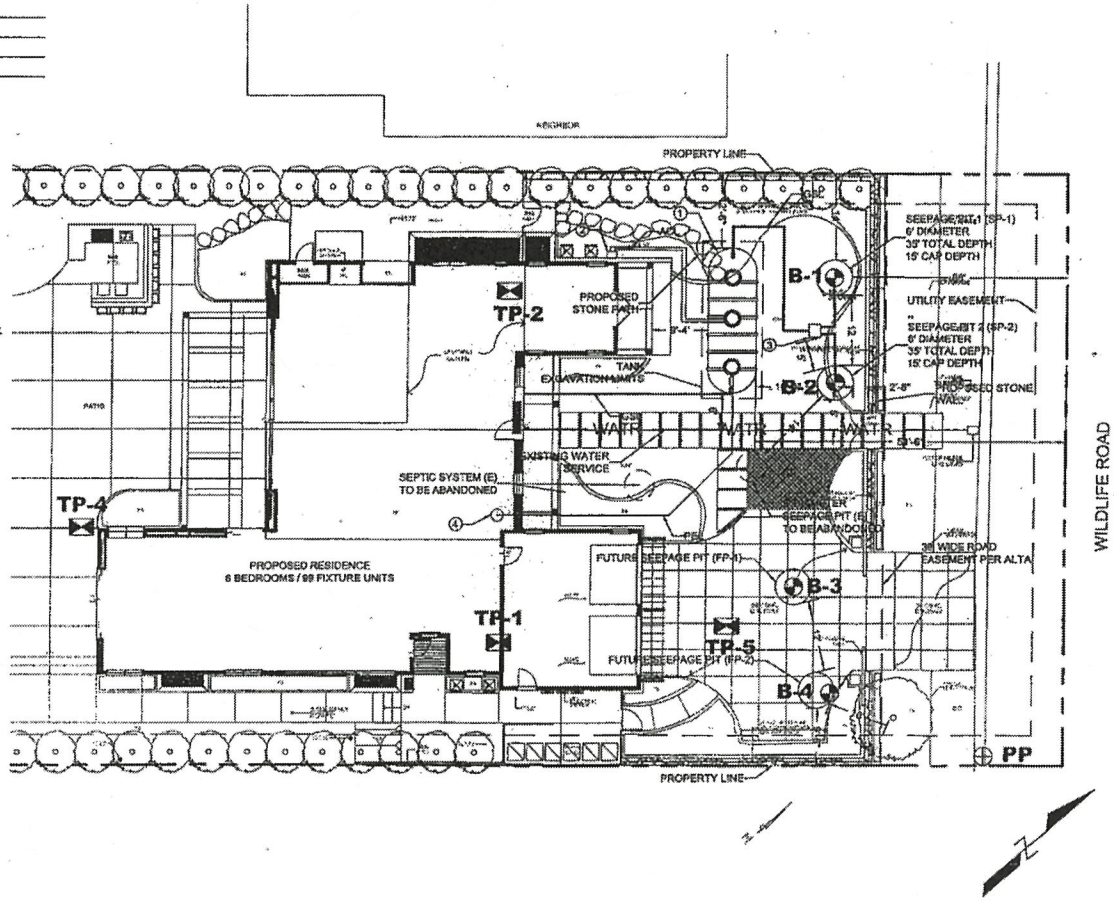
NOTES:

1. This conformance review is for a new alternative onsite wastewater treatment system for new single family residence. The new alternative onsite wastewater treatment system conforms to the requirements of the City of Malibu Plumbing Code (MPC) and the Local Coastal Plan (LCP).

2. This review relates only to the minimum requirements of the MPC, and the LCP, and does not include an evaluation of any geological or other potential problems, which may require an alternative method of review treatment.

3. This review is valid for one year, or until MPC, and/or LCP, and/or Administrative Policy changes render it noncomplying.

CITY OF MALIBU
ENVIRONMENTAL SUSTAINABILITY DEPT
ENVIRONMENTAL HEALTH
CONFORMANCE REVIEW
AUG 25 2014
SIGNATURE:
THIS IS NOT AN APPROVAL. FINAL APPROVAL IS REQUIRED PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMITS.



1 SITE IMPROVEMENT PLAN

Scale: 1' = 20'

MICHAEL K NUNLEY & ASSOCIATES
WATER • WASTEWATER • WATER REUSE
P.O. BOX 1604
ARROYO GRANDE, CA 93421
(805) 574-3202

REGISTERED PROFESSIONAL ENGINEER
MICHAEL K. NUNLEY
No. 61801
Exp. 6/30/15
CIVIL
STATE OF CALIFORNIA

6847 WILDLIFE ROAD, MALIBU, CA

AOWTS CONFORMANCE REVIEW PLOT PLAN

PROJECT NO:
DATE: 07-07-14

Plot Plan

SHEET 1 OF 1

FILE

City of Malibu

23825 Stuart Ranch Rd., Malibu, California CA 90265-4804
(310) 456-2489 FAX (310) 456-7650

RECEIVED
JUL 21 2016
PLANNING DEPT.

BIOLOGY REVIEW REFERRAL SHEET

TO: City of Malibu City Biologist **DATE:** ~~7/1/2016~~

FROM: City of Malibu Planning Department

PROJECT NUMBER:	CDPA 16-006
JOB ADDRESS:	6847 WILDLIFE RD
APPLICANT / CONTACT:	Joseph Lezama, Burdge and Associates
APPLICANT ADDRESS:	21235 Pacific Coast Highway Malibu, CA 90265
APPLICANT PHONE #:	(310) 456-5905
APPLICANT FAX #:	(310) 456-2467
APPLICANT EMAIL:	joseph@buaia.com
PROJECT DESCRIPTION:	Amend CDP 14-024 to increase FYSB, modify swimming pool location and rear yard landscaping

---

TO: Malibu Planning Division and/or Applicant

FROM: Dave Crawford, City Biologist

____ **The project review package is INCOMPLETE and; CANNOT proceed through Final Planning Review until corrections and conditions from Biological Review are incorporated into the proposed project design** (See Attached).

X **The project is APPROVED, consistent with City Goals & Policies associated with the protection of biological resources and CAN proceed through the Planning process.**

____ **The project may have the potential to significantly impact the following resources, either individually or cumulatively: Sensitive Species or Habitat, Watersheds, and/or Shoreline Resources and therefore Requires Review by the Environmental Review Board (ERB).**

SIGNATURE DATE 7/21/16

Additional requirements/conditions may be imposed upon review of plan revisions. *Dave Crawford City Biologist, may be contacted on Tuesday between 9:00 am and 11:00 am at the City Hall Public counter, by leaving an e-mail at dcrawford@malibucity.org or by leaving a detailed voice message at (310) 456-2489, extension 277.*

Rev 121009

City of Malibu
23815 Stuart Ranch Road, Malibu, California 90265
(310) 456-2489 Fax (310) 456-7650

Planning Department

BIOLOGICAL REVIEW

Site Address: 6847 Wildlife Road
Applicant/Phone: Joseph Lezama/ 310.456.5905
Project Type: Demo ESFR, NSFR, Pool
Project Number: CDPA 16-006
Project Planner: Jasch Janowicz
Previous Biological Review: incomplete 5/27/14; Approved 8/26/14

REFERENCES: Site Plans, Planting Plan, Hydrozone Plan + calculations, irrigation plan

DISCUSSION:

1. The Maximum Applied Water Allowance (MAWA) for this project totals 293,098 gallons per year. The Estimated Applied Water Use (EAWU) totals 239,268 gpy, thus meeting the Landscape Water Conservation Ordinance Requirements.\

RECOMMENDATIONS:

1. The project is **APPROVED** with the following conditions:

   A. Prior to Final Plan Check Approval, if your property is serviced by the Los Angeles County Waterworks District No. 29, please provide landscape water use approval from that department. For approval contact:

   Kirk Allen
   Address:1000 S. Fremont Ave, Bldg. A-9 East, 4th Floor-"Waterworks Division",
   Alhambra, CA 91803
   Email: Kallen@DPW.LACOUNTY.GOV (preferred)
   Phone: (626) 300-3389

   Please note this action may require several weeks. As such, the applicant should submit their approved landscape plans to DPW as soon as feasible in order to avoid a delay at plan check.

   B. Vegetation forming a view impermeable condition (hedge), serving the same function as a fence or wall, occurring within the side or rear yard setback shall be maintained at or below six (6) feet in height. View impermeable hedges occurring within the front yard setback serving the same function as a fence or wall shall be maintained at or below 42 inches in height.

C. Prior to installation of any landscaping, the applicant shall obtain plumbing permit for the proposed irrigation system from the Building Safety Division.

D. Prior to or at the time of a Planning final inspection, the property owner/applicant shall submit to the case planner a copy of the plumbing permit for the irrigation system installation that has been signed off by the Building Safety Division.

E. Invasive plant species, as determined by the City of Malibu, are prohibited.

F. Vegetation shall be situated on the property so as not to obstruct the primary view from private property at any given time (given consideration of its future growth).

G. No non-native plant species shall be approved greater than 50 feet from the residential structure.

H. The landscape plan shall prohibit the use of building materials treated with toxic compounds such as copper arsenate.

I. Grading should be scheduled only during the dry season from April 1-October 31st. If it becomes necessary to conduct grading activities from November 1 –March 31, a comprehensive erosion control plan shall be submitted for approval prior to issuance of a grading permit and implemented prior to initiation of vegetation removal and/or grading activities.

J. Grading scheduled between February 1 and September 15 will require nesting bird surveys by a qualified biologist prior to initiation of grading activities. Surveys shall be completed no more than 5 days from proposed initiation of site preparation activities. Should active nests be identified, a buffer area no less than 150 feet (300 feet for raptors) shall be fenced off until it is determined by a qualified biologist that the nest is no longer active.

K. Pursuant to LIP Section 4.6.1.A, development is prohibited on slopes of 25% (4:1) and steeper.

L. Night lighting from exterior and interior sources shall be minimized. All exterior lighting shall be low intensity and shielded so it is directed downward and inward so that there is no offsite glare or lighting of natural habitat areas.

2. **PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY**, the City Biologist shall inspect the project site and determine that all planning conditions to protect natural resources are in compliance with the approved plans.

Reviewed By: _____ Date: 7/21/16

Dave Crawford, City Biologist
310-456-2489 ext.227 (City of Malibu); e-mail dcrawford@malibucity.org

FILE

JD

City of Malibu

23825 Stuart Ranch Rd., Malibu, California CA 90265-4804
(310) 456-2489 FAX (310) 456-7650

BIOLOGY REVIEW REFERRAL SHEET

Revised

TO: City of Malibu City Biologist **DATE:** 4/21/2014

FROM: City of Malibu Planning Department

PROJECT NUMBER: CDP 14-024, SPR 14-018, DP 14-004

JOB ADDRESS: 6847 WILDLIFE RD

APPLICANT / CONTACT: Joseph Lezama, Burdge & Associates

APPLICANT ADDRESS: 21235 Pacific Coast Highway
Malibu, CA 90265

APPLICANT PHONE #: (310)456-5905

APPLICANT FAX #: (310) 456-2467

APPLICANT EMAIL: joseph@buaia.com

PROJECT DESCRIPTION: Demo ESFR, NSFR, Pool

TO: Malibu Planning Division and/or Applicant

FROM: Dave Crawford, City Biologist

____ **The project review package is INCOMPLETE and; CANNOT proceed through Final Planning Review until corrections and conditions from Biological Review are incorporated into the proposed project design** (See Attached).

✓ **The project is APPROVED, consistent with City Goals & Policies associated with the protection of biological resources and CAN proceed through the Planning process.**

____ **The project may have the potential to significantly impact the following resources, either individually or cumulatively: Sensitive Species or Habitat, Watersheds, and/or Shoreline Resources and therefore Requires Review by the Environmental Review Board (ERB).**

SIGNATURE DATE 8/26/14

Additional requirements/conditions may be imposed upon review of plan revisions. *Dave Crawford City Biologist, may be contacted on Tuesday between 9:00 am and 11:00 am at the City Hall Public counter, by leaving an e-mail at dcrawford@malibucity.org or by leaving a detailed voice message at (310) 456-2489, extension 277.*

Rev 121009

City of Malibu
23815 Stuart Ranch Road, Malibu, California 90265
(310) 456-2489 Fax (310) 456-7650

Planning Department

BIOLOGICAL REVIEW

Site Address: 6847 Wildlife Road
Applicant/Phone: Joseph Lezama/ 310.456.5905
Project Type: Demo ESFR, NSFR, Pool
Project Number: CDP 14-024 (REVISED)
Project Planner: Jasch Janowicz
Previous Biological Review: incomplete 5/27/14

REFERENCES: Site Plans, Planting Plan, Hydrozone Plan + calculations, irrigation plan

DISCUSSION:

1. The Maximum Applied Water Allowance (MAWA) for this project totals 565,016 gallons per year. The Estimated Applied Water Use (EAWU) totals 430,299 gpy, thus meeting the Landscape Water Conservation Ordinance Requirements.\

RECOMMENDATIONS:

1. The project is **APPROVED** with the following conditions:

   A. Prior to Final Plan Check Approval, if your property is serviced by the Los Angeles County Waterworks District No. 29, please provide landscape water use approval from that department. For approval contact:

   Jonathan King
   Address: 23533 Civic Center Way, Malibu, CA 90265
   Email: JKING@DPW.LACOUNTY.GOV (preferred)
   Phone: (310) 317-1388

   B. Vegetation forming a view impermeable condition (hedge), serving the same function as a fence or wall, occurring within the side or rear yard setback shall be maintained at or below six (6) feet in height. View impermeable hedges occurring within the front yard setback serving the same function as a fence or wall shall be maintained at or below 42 inches in height.

   C. Invasive plant species, as determined by the City of Malibu, are prohibited.

D. Vegetation shall be situated on the property so as not to obstruct the primary view from private property at any given time (given consideration of its future growth).

E. No non-native plant species shall be approved greater than 50 feet from the residential structure.

F. The landscape plan shall prohibit the use of building materials treated with toxic compounds such as copper arsenate.

G. Grading should be scheduled only during the dry season from April 1-October 31st. If it becomes necessary to conduct grading activities from November 1 –March 31, a comprehensive erosion control plan shall be submitted for approval prior to issuance of a grading permit and implemented prior to initiation of vegetation removal and/or grading activities.

H. Grading scheduled between February 1 and September 15 will require nesting bird surveys by a qualified biologist prior to initiation of grading activities. Surveys shall be completed no more than 5 days from proposed initiation of site preparation activities. Should active nests be identified, a buffer area no less than 150 feet (300 feet for raptors) shall be fenced off until it is determined by a qualified biologist that the nest is no longer active.

I. Pursuant to LIP Section 4.6.1.A, development is prohibited on slopes of 25% (4:1) and steeper.

J. Night lighting from exterior and interior sources shall be minimized. All exterior lighting shall be low intensity and shielded so it is directed downward and inward so that there is no offsite glare or lighting of natural habitat areas.

2. **PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY**, the City Biologist shall inspect the project site and determine that all planning conditions to protect natural resources are in compliance with the approved plans.

Reviewed By: _____ Date: 8/26/14

Dave Crawford, City Biologist
310-456-2489 ext.227 (City of Malibu); e-mail dcrawford@malibucity.org
Available at Planning Counter Tuesdays 9:00 a.m. to 11:00 a.m.

City of Malibu

23825 Stuart Ranch Rd., Malibu, California CA 90265-4861
(310) 456-2489 FAX (310) 456-7650

PUBLIC WORKS REVIEW
REFERRAL SHEET

RECEIVED
JUL 3 2016
PLANNING DEPT.

TO: Public Works Department **DATE:** 7/12/2016

FROM: City of Malibu Planning Department

PROJECT NUMBER:	CDPA 16-006
JOB ADDRESS:	6847 WILDLIFE RD
APPLICANT / CONTACT:	Joseph Lezama, Burdge and Associates
APPLICANT ADDRESS:	21235 Pacific Coast Highway Malibu, CA 90265
APPLICANT PHONE #:	(310) 456-5905
APPLICANT FAX #:	(310) 456-2467
APPLICANT EMAIL:	joseph@buaia.com
PROJECT DESCRIPTION:	Amend CDP 14-024 to increase FYSB, modify swimming pool location and rear yard landscaping

---

TO: Malibu Planning Department and/or Applicant

FROM: Public Works Department

____ The following items described on the attached memorandum shall be addressed and resubmitted.

/ The project was reviewed and found to be in conformance with the City's Public Works and LCP policies and CAN proceed through the Planning process.

SIGNATURE

7.19.16
DATE

Rev 120910

City of Malibu
MEMORANDUM

To: Planning Department

From: Public Works Department
Jorge Rubalcava, Assist. Civil Engineer

Date: July 19, 2016

Re: Proposed Conditions of Approval for 6847 Wildlife Road **CDPA 16-006**

The Public Works Department has reviewed the plans submitted for the above referenced project. Based on this review sufficient information has been submitted to confirm that conformance with the Malibu Local Coastal Plan (LCP) and the Malibu Municipal Code (MMC) can be attained. Prior to the issuance of building and grading permits, the applicant shall comply with the following conditions.

STREET IMPROVEMENTS

1. This project proposes to construct a new driveway within the City's right-of-way. Prior to the Public Works Department's approval of the grading or building permit, the applicant shall obtain encroachment permits from the Public Works Department for the proposed driveway. The driveway shall be constructed of either 6-inches of concrete over 4-inch of aggregate base, or 4-inches of asphalt concrete over 6-inches of aggregate base. The driveway shall be flush with the existing grades with no curbs.

2. Several private improvements located within the City's right-of-way, such as (but not limited to) landscaping, railroad ties, fencing. These improvements are required to be removed as part of this project and must be shown on the plans. The applicant shall place notes on the plans for the removal of existing encroachments within the City's right-of-way. Prior to the Public Works Department's approval of the grading or building permit, the applicant shall obtain encroachment permits from the Public Works Department for the removal of the private improvements within the City's right-of-way.

GRADING AND DRAINAGE

1. Clearing and grading during the rainy season (extending from November 1 to March 31) shall be prohibited for development LIP Section 17.3.1 that:

- Is located within or adjacent to ESHA, or
- Includes grading on slopes greater than 4:1
- Approved grading for development that is located within or adjacent to ESHA or on slopes greater than 4:1 shall not be undertaken unless there is sufficient time to complete grading operations before the rainy season. If grading operations are not completed before the rainy season begins, grading shall be halted and temporary erosion control measures shall be put into place to minimize erosion until grading resumes after March 31, unless the City determines that completion of grading would be more protective of resources

2. Exported soil from a site shall be taken to the County Landfill or to a site with an active grading permit and the ability to accept the material in compliance with the City's LIP Section 8.3. **A note shall be placed on the project that addresses this condition.**

3. A grading and drainage plan shall be approved containing the following information prior to the issuance of grading permits for the project.
   - Public Works Department General Notes
   - The existing and proposed square footage of impervious coverage on the property shall be shown on the grading plan (including separate areas for buildings, driveways, walkways, parking, tennis courts and pool decks).
   - The limits of land to be disturbed during project development shall be delineated on the grading plan and a total area shall be shown on the plan. Areas disturbed by grading equipment beyond the limits of grading, Areas disturb for the installation of the septic system, and areas disturbed for the installation of the detention system shall be included within the area delineated.
   - The grading limits shall include the temporary cuts made for retaining walls, buttresses, and over excavations for fill slopes and shall be shown on the grading plan.
   - If the property contains trees that are to be protected they shall be highlighted on the grading plan.
   - If the property contains rare and endangered species as identified in the resources study the grading plan shall contain a prominent note identifying the areas to be protected (to be left undisturbed). Fencing of these areas shall be delineated on the grading plan if required by the City Biologist.
   - Private storm drain systems shall be shown on the grading plan. Systems greater than 12-inch diameter shall also have a plan and profile for the system included with the grading plan.
   - Public storm drain modifications shown on the grading plan shall be approved by the Public Works Department prior to the issuance of the grading permit.

4. The applicant shall label all City/County storm drain inlets within 250 feet from each property line per the City of Malibu's standard label template. A note shall be placed on the project plans that address this condition.

STORMWATER

5. The ocean between Latigo Point and the West City limits has been established by the State Water Resources Control Board as an Area of Special Biological Significance (ASBS) as part of the California Ocean Plan. This designation allows discharge of storm water only where it is essential for flood control or slope stability, including roof, landscape, road and parking lot drainage, to prevent soil erosion, only occurs during wet weather, and is composed of only storm water runoff. The applicant shall provide a drainage system that accomplishes the following:

    - Installation of BMPs that are designed to treat the potential pollutants in the storm water runoff so that it does not alter the natural ocean water quality. These pollutants include trash, oil and grease, metals, bacteria, nutrients, pesticides, herbicides and sediment.
    - Prohibits the discharge of trash.
    - Only discharges from existing storm drain outfalls are allowed. No new outfalls will be allowed. Any proposed or new storm water discharged shall be routed to existing storm drain outfalls and shall not result in any new contribution of waste to the ASBS (i.e. no additional pollutant loading).
    - Elimination of non-storm water discharges.

6. A Local Storm Water Pollution Prevention Plan shall be provided prior to the issuance of the Grading/Building permits for the project. This plan shall include an Erosion and Sediment Control Plan (ESCP) that includes, but not limited to:

Erosion Controls	Scheduling
	Preservation of Existing Vegetation
Sediment Controls	Silt Fence
	Sand Bag Barrier
	Stabilized Construction Entrance
Non-Storm Water Management	Water Conservation Practices
	Dewatering Operations
Waste Management	Material Delivery and Storage
	Stockpile Management
	Spill Prevention and Control
	Solid Waste Management
	Concrete Waste Management
	Sanitary/Septic Waste Management

All Best Management Practices (BMP) shall be in accordance to the latest version of the California Stormwater Quality Association (CASQA) BMP Handbook. Designated areas for the storage of construction materials, solid waste management, and portable

toilets must not disrupt drainage patterns or subject the material to erosion by site runoff.

7. A Storm Water Management Plan (SWMP) is required for this project. Storm drainage improvements are required to mitigate increased runoff generated by property development. The applicant shall have the choice of one method specified within the City's Local Implementation Plan Section 17.3.2.B.2. The SWMP shall be supported by a hydrology and hydraulic study that identifies all areas contributory to the property and an analysis of the predevelopment and post development drainage of the site. The SWMP shall identify the Site design and Source control Best Management Practices (BMP's) that have been implemented in the design of the project (See LIP Chapter 17 Appendix A). The SWMP shall be reviewed and approved by the Public Works Department prior to the issuance of the grading/building permits for this project.

8. A Water Quality Mitigation Plan (WQMP) is required for this project. The WQMP shall be supported by a hydrology and hydraulic study that identifies all areas contributory to the property and an analysis of the predevelopment and post development drainage of the site. The WQMP shall meet all the requirements of the City's current Municipal Separate Stormwater Sewer System (MS4) permit. The following elements shall be included within the WQMP:
   - Site Design Best Management Practices (BMP's)
   - Source Control BMP's
   - Treatment Control BMP's that retains on-site the Stormwater Quality Design Volume (SWQDv). Or where it is technical infeasible to retain on-site, the project must biofiltrate 1.5 times the SWQDv that is not retained on-site.
   - Drainage Improvements
   - A plan for the maintenance and monitoring of the proposed treatment BMP's for the expected life of the structure.
   - A copy of the WQMP shall be filed against the property to provide constructive notice to future property owners of their obligation to maintain the water quality measures installed during construction prior to the issuance of grading or building permits.
   - The WQMP shall be submitted to Public Works and the fee applicable at time of submittal for the review of the WQMP shall be paid prior to the start of the technical review. The WQMP shall be approved prior to the Public Works Department's approval of the grading and drainage plan and or building plans. The Public Works Department will tentatively approve the plan and will keep a copy until the completion of the project. Once the project is completed, the applicant shall verify the installation of the BMP's, make any revisions to the WQMP, and resubmit to the Public Works Department for approval. The original singed and notarized document shall be recorded with the County Recorder. A certified copy of the WQMP shall be submitted to the Public Works Department prior to the certificate of occupancy.

MISCELLANOUS

9. The developer's consulting engineer shall sign the final plans prior to the issuance of permits.

10. The discharge of swimming pool, spa and decorative fountain water and filter backwash, including water containing bacteria, detergents, wastes, alagecides or other chemicals is prohibited. Swimming pool, spa, and decorative fountain water may be used as landscape irrigation only if the following items are met:

    - The discharge water is dechlorinated, debrominated or if the water is disinfected using ozonation;
    - There are sufficient BMPs in place to prevent soil erosion; and
    - The discharge does not reach into the MS4 or to the ASBS (including tributaries)

    Discharges not meeting the above-mentioned methods must be trucked to a Publicly Owned Wastewater Treatment Works.

    The applicant shall also provide a construction note on the plans that directs the contractor to install a new sign stating **"It is illegal to discharge pool, spa or water feature waters to a street, drainage course or storm drain per MMC 13.04.060(D)(5)."** The new sign shall be posted in the filtration and/or pumping equipment area for the property. Prior to the issuance of any permits, the applicant shall indicate the method of disinfection and the method of discharging.

City of Malibu

23825 Stuart Ranch Rd., Malibu, California CA 90265-4861
(310) 456-2489 FAX (310) 456-7650

PUBLIC WORKS REVIEW
REFERRAL SHEET

Revised 10/7/14

TO: Public Works Department **DATE:** 4/21/2014

FROM: City of Malibu Planning Department

PROJECT NUMBER:	CDP 14-024, SPR 14-018, DP 14-004
JOB ADDRESS:	6847 WILDLIFE RD
APPLICANT / CONTACT:	Joseph Lezama, Burdge & Associates
APPLICANT ADDRESS:	21235 Pacific Coast Highway Malibu, CA 90265
APPLICANT PHONE #:	(310)456-5905
APPLICANT FAX #:	(310) 456-2467
APPLICANT EMAIL:	joseph@buaia.com
PROJECT DESCRIPTION:	Demo ESFR, NSFR, Pool

TO: Malibu Planning Department and/or Applicant

FROM: Public Works Department

____ The following items described on the attached memorandum shall be addressed and resubmitted.

/ The project was reviewed and found to be in conformance with the City's Public Works and LCP policies and CAN proceed through the Planning process.

SIGNATURE

10/7/14
DATE

Rev 120910

City of Malibu
MEMORANDUM

To: Planning Department

From: Public Works Department
Jorge Rubalcava, Assist. Civil Engineer

Date: October 9, 2014

Re: Proposed Conditions of Approval for 6847 Wildlife Road CDP 14-024

The Public Works Department has reviewed the plans submitted for the above referenced project. Based on this review sufficient information has been submitted to confirm that conformance with the Malibu Local Coastal Plan (LCP) and the Malibu Municipal Code (MMC) can be attained. Prior to the issuance of building and grading permits, the applicant shall comply with the following conditions.

STREET IMPROVEMENTS

1. This project proposes to construct a new driveway within the City's right-of-way. Prior to the Public Works Department's approval of the grading or building permit, the applicant shall obtain encroachment permits from the Public Works Department for the proposed driveway. The driveway shall be constructed of either 6-inches of concrete over 4-inch of aggregate base, or 4-inches of asphalt concrete over 6-inches of aggregate base. The driveway shall be flush with the existing grades with no curbs.

2. Several private improvements located within the City's right-of-way, such as (but not limited to) landscaping, railroad ties, fencing. These improvements are required to be removed as part of this project and must be shown on the plans. The applicant shall place notes on the plans for the removal of existing encroachments within the City's right-of-way. Prior to the Public Works Department's approval of the grading or building permit, the applicant shall obtain encroachment permits from the Public Works Department for the removal of the private improvements within the City's right-of-way.

GRADING AND DRAINAGE

3. Grading permits shall not be issued between November 1 and March 31 each year LCP Section 17.2.1. Projects approved for grading permit shall not receive grading permits

unless the project can be rough graded before November 1 **A note shall be placed on the project that addresses this condition.**

4. Exported soil from a site shall be taken to the County Landfill or to a site with an active grading permit and the ability to accept the material in compliance with the City's Local Implementation Plan (LIP), Section 8.3. **A note shall be placed on the project that addresses this condition.**

5. A Grading and Drainage plan shall be approved containing the following information prior to the issuance of grading permits for the project.
   - Public Works Department General Notes
   - The existing and proposed square footage of impervious coverage on the property shall be shown on the grading plan (including separate areas for buildings, driveways, walkways, parking, tennis courts and pool decks).
   - The limits of land to be disturbed during project development shall be delineated on the Grading plan and a total area shall be shown on the plan. Areas disturbed by grading equipment beyond the limits of grading, Areas disturb for the installation of the septic system, and areas disturbed for the installation of the detention system shall be included within the area delineated.
   - The grading limits shall include the temporary cuts made for retaining walls, buttresses, and over excavations for fill slopes and shall be shown on the grading plan.
   - If the property contains trees that are to be protected they shall be highlighted on the grading plan.
   - If the property contains rare and endangered species as identified in the Resources study the grading plan shall contain a prominent note identifying the areas to be protected (to be left undisturbed). Fencing of these areas shall be delineated on the grading plan if required by the City Biologist.
   - Private storm drain systems shall be shown on the Grading plan. Systems greater than 12-inch diameter shall also have a plan and profile for the system included with the grading plan.
   - Public Storm drain modifications shown on the Grading plan shall be approved by the Public Works Department prior to the issuance of the Grading permit.

6. The applicant shall label all City/County storm drain inlets within 250 feet from each property line per the City of Malibu's standard label template. A note shall be placed on the project plans that address this condition.

STORMWATER

7. The Ocean between Latigo Point and the West City Limits has been established by the State Water Resources Control Board as an Area of Special Biological Significance (ASBS) as part of the California Ocean Plan. This designation allows discharge of storm water only where it is essential for flood control or slope stability, including roof, landscape, road and parking lot drainage, to prevent soil erosion, only occurs during wet weather, and

is composed of only storm water runoff. The applicant shall provide a drainage system that accomplishes the following:

- Installation of BMPs that are designed to treat the potential pollutants in the storm water runoff so that it does not alter the natural ocean water quality. These pollutants include trash, oil and grease, metals, bacteria, nutrients, pesticides, herbicides and sediment.
- Prohibits the discharge of trash.
- Only discharges from existing storm drain outfalls are allowed. No new outfalls will be allowed. Any proposed or new storm water discharged shall be routed to existing storm drain outfalls and shall not result in any new contribution of waste to the ASBS (i.e. no additional pollutant loading).
- Elimination of non-storm water discharges.

8. A Local Storm Water Pollution Prevention Plan shall be provided prior to the issuance of the Grading/Building permits for the project. This plan shall include an Erosion and Sediment Control Plan (ESCP) that includes, but not limited to:

Erosion Controls	Scheduling
	Preservation of Existing Vegetation
Sediment Controls	Silt Fence
	Sand Bag Barrier
	Stabilized Construction Entrance
Non-Storm Water Management	Water Conservation Practices
	Dewatering Operations
Waste Management	Material Delivery and Storage
	Stockpile Management
	Spill Prevention and Control
	Solid Waste Management
	Concrete Waste Management
	Sanitary/Septic Waste Management

All Best Management Practices (BMP) shall be in accordance to the latest version of the California Stormwater Quality Association (CASQA) BMP Handbook. Designated areas for the storage of construction materials, solid waste management, and portable toilets must not disrupt drainage patterns or subject the material to erosion by site runoff.

9. A Water Quality Mitigation Plan (WQMP) is required for this project. The WQMP shall be supported by a hydrology and hydraulic study that identifies all areas contributory to the property and an analysis of the predevelopment and post development drainage of the site. The WQMP shall meet all the requirements of the City's current Municipal Separate

Stormwater Sewer System (MS4) permit. The following elements shall be included within the WQMP:

- Site Design Best Management Practices (BMP's)
- Source Control BMP's
- Treatment Control BMP's that retains on-site the Stormwater Quality Design Volume (SWQDv). Or where it is technical infeasible to retain on-site, the project must biofiltrate 1.5 times the SWQDv that is not retained on-site.
- Drainage Improvements
- A plan for the maintenance and monitoring of the proposed treatment BMP's for the expected life of the structure.
- A copy of the WQMP shall be filed against the property to provide constructive notice to future property owners of their obligation to maintain the water quality measures installed during construction prior to the issuance of grading or building permits.
- The WQMP shall be submitted to Public Works and the fee applicable at time of submittal for the review of the WQMP shall be paid prior to the start of the technical review. The WQMP shall be approved prior to the Public Works Department's approval of the grading and drainage plan and or building plans. The Public Works Department will tentatively approve the plan and will keep a copy until the completion of the project. Once the project is completed, the applicant shall verify the installation of the BMP's, make any revisions to the WQMP, and resubmit to the Public Works Department for approval. The original singed and notarized document shall be recorded with the County Recorder. A certified copy of the WQMP shall be submitted to the Public Works Department prior to the certificate of occupancy.

10. A Storm Water Management Plan (SWMP) is required for this project. Storm drainage improvements are required to mitigate increased runoff generated by property development. The applicant shall have the choice of one method specified within the City's Local Implementation Plan, Section 17.3.2.B.2. The SWMP shall be supported by a hydrology and hydraulic study that identifies all areas contributory to the property and an analysis of the predevelopment and post development drainage of the site. The SWMP shall identify the Site design and Source control Best Management Practices (BMP's) that have been implemented in the design of the project (See Local Implementation Plan, Section 17, Appendix A). The SWMP shall be reviewed and approved by the Public Works Department prior to the issuance of the Grading/Building permits for this project.

MISCELLANOUS

11. The Developers Consulting Engineer shall sign the final plans prior to the issuance of permits.

12. POOLS, SPAS OR DECORATIVE WATER FEATURES – The discharge of the water contained in a Pool, spa and decorative water feature such as a fountain or fish pond is an illegal discharge unless it is discharged to a sanitary sewer system. Malibu has limited

sewers available so it is likely that your property cannot legally discharge the contents of the proposed pool or spa to the street without violating the Clean Water Act or the Malibu Water Quality Ordinance. The plans should include the following information and or construction notes:

- Provide information on the plans regarding the type of sanitation that you propose to use for this installation. Ozonization systems are an acceptable alternative to Chlorine. The release of clear water from this system is permitted to either landscaping or sanitary sewer. Salt water sanitation is an acceptable alternative, but the discharge of the salt water is prohibited to both sewer systems and landscape. Highly chlorinated water from pools or spas shall be discharged to a public sewer or may be trucked to a POTW for discharge.
- Provide a construction note that directs the contractor to install a new sign stating **"It is illegal to discharge pool, spa or water feature waters to a street, drainage course or storm drain per MMC 13.04.060(D)(5)."** The new sign shall be posted in the filtration and/or pumping equipment area for the property.

13. WASTE MANAGEMENT FOR CONSTRUCTION SITES - The City of Malibu is required by AB 939 to reduce the flow of wastes to the landfills of Los Angeles and Ventura Counties by 50%. Since this project consists of all new construction (residential and nonresidential) the applicant shall comply with the following conditions:

    - The applicant/property owner shall contract with a City approved hauler to facilitate the recycling of all recoverable/recyclable material. Recoverable material shall include but shall not be limited to: Asphalt, dirt and earthen material, lumber, concrete, glass, metals, and drywall. Prior to Public Works approval of the final plans, an **Affidavit and Certification** to implement a Waste Reduction and Recycling Plan for the above project types shall be signed by the Owner or Contractor shall be submitted to the Public Works Department. The WRRP shall indicate the agreement of the applicant to divert at least 50% of all construction waste generated by the project.

    - Prior to Final Building inspection, the applicant shall provide the Public Works Department with a Final Waste Reduction and Recycling Summary Report (Summary Report). The Final Summary Report shall designate all material that were land filled or recycled, broken down by material types. The Public Works Department shall approve the final Summary Report.

City of Malibu

23825 Stuart Ranch Rd., Malibu, California CA 90265-4804
(310) 456-2489 FAX (310) 456-7650

GEOTECHNICAL REVIEW
REFERRAL SHEET

RECEIVED
JUL 13 2016
PLANNING DEPT.

TO: City of Malibu Geotechnical Staf **DATE:** 7/1/2016

FROM: City of Malibu Planning Department

PROJECT NUMBER:	CDPA 16-006
JOB ADDRESS:	6847 WILDLIFE RD
APPLICANT / CONTACT:	Joseph Lezama, Burdge and Associates
APPLICANT ADDRESS:	21235 Pacific Coast Highway Malibu, CA 90265
APPLICANT PHONE #:	(310) 456-5905
APPLICANT FAX #:	(310) 456-2467
APPLICANT EMAIL:	joseph@buaia.com
PROJECT DESCRIPTION:	Amend CDP 14-024 to increase FYSB, modify swimming pool location and rear yard landscaping

---

TO: Malibu Planning Divison and/or Applicant

FROM: City Geotechnical Staff

✓ **The project is feasible and CAN proceed through the Planning process.**

____ **The project CANNOT proceed through the planning process until geotechnical feasibility is determined. Depending upon the nature of the project, this may require engineering geologic and/or geotechnical engineering (soils) reports which evaluate the site conditions, factor of safety, and potential geologic hazards.**

SIGNATURE DATE 7/18/16

Determination of geotechnical feasibility for planning should not be construed as approval of building and/or grading plans which need to be submitted for Building Department approval. At that time, those plans may require approval by City Geotechnical Staff. Additional requirements/conditions may be imposed at the time building and/or grading plans are submitted for review, including geotechnical reports

City Geotechnical Staff may be contacted on Tuesday and Thursday between 8:00 am and 11:00 am or by calling (310) 456-2489, extension 306 or 307.

Rev 120910

City of Malibu

23825 Stuart Ranch Road • Malibu, California 90265-4861
(310) 456-2489 • Fax (310) 317-1950 • www.malibucity.org

GEOTECHNICAL REVIEW SHEET

Project Information

Date: May 12, 2014 **Review Log #:** 3615
Site Address: 6847 Wildlife Road
Lot/Tract/PM #: **Planning #:** CDP 14-024

Applicant/Contact: Joseph Lezama, joseph@buaia.com **BPC/GPC #:**
Contact Phone #: 310-456-5905 **Fax#:** 310-456-2467 **Planner:** Jasch Janowicz
Project Type: New single-family residential development

Submittal Information

Consultant(s) / Report Date(s):
(Current submittal(s) in Bold.)

GeoConcepts, Inc. (Walter, RGE 2476; Barrett, CEG 2088): **4-11-14**
GeoConcepts, Inc. (Barrett, CEG 2088): **4-9-14, 3-5-14**

Onsite wastewater treatment plans prepared by Michael K. Nunley & Associates dated April 11, 2014.
Grading plans prepared by C. W. Howe Partners, Inc. dated February 20, 2014.
Building plans prepared by Burdge & Associates Architects dated April 18, 2014.

Previous Reviews: Geotechnical Review Referral Sheet dated 4-22-14

Review Findings

Coastal Development Permit Review

☒ The residential project is **APPROVED** from a geotechnical perspective.

☐ The residential project is **NOT APPROVED** from a geotechnical perspective. The listed 'Review Comments' shall be addressed prior to approval of the OWTS.

Building Plan-Check Stage Review

☒ Awaiting Building plan check submittal. Please respond to the listed 'Building Plan-Check Stage Review Comments' AND review and incorporate the attached 'Geotechnical Notes for Building Plan Check' into the plans.

☐ **APPROVED** from a geotechnical perspective. Please review the attached 'Geotechnical Notes for Building Plan Check' and incorporate into Building Plan-Check submittals.

☐ **NOT APPROVED** from a geotechnical perspective. Please respond to the listed 'Building Plan-Check Stage Review Comments' AND review and incorporate the attached 'Geotechnical Notes for Building Plan Check' into the plans.

Remarks

The referenced reports and plans were reviewed by the City from a geotechnical perspective. Based on the submitted information and a site reconnaissance, the project comprises demolishing the existing one-story

single family residence, sports court, and onsite wastewater treatment system (OWTS) and constructing a new 7,258 square foot two-story single-family residence and garage with a 999 square foot basement, pavilions, patios, a BBQ area, a new infinity-edge swimming pool and spa, retaining walls, flatwork, and grading (1,072 yards of cut under structure; 127 yards of cut and 221 yards of fill non-exempt; 94 yards of import; and 1,072 yards of export). A new onsite wastewater treatment system (OWTS) will be installed that consists of a treatment system and two 6' x 35' B.I. seepage pits with 15' caps and 100% expansion.

NOTICE: Applicants shall be required to submit all Geotechnical reports for this project as searchable PDF files on a CD. At the time of Building Plan Check application, the Consultant must provide searchable PDF files on a CD to the Building Department for ALL previously submitted reports that have been reviewed by City Geotechnical Staff.

The City of Malibu is pleased to announce the release of the new Geotechnical Guidelines. These new guidelines became effective November 1, 2013. Geotechnical reports submitted to the City with any new development AFTER November 1, 2013 must conform to the requirements of the new guidelines. Geotechnical Consultants are strongly urged to review and familiarize themselves with these new guidelines to insure Geotechnical Reports are consistent with the guidelines.

Building Plan-Check Stage Review Comments:

1. The Project Engineering Geologist does not discuss whether or not a fault rupture hazard investigation is required for the proposed development as per Section 5 of the City's geotechnical guidelines. Please discuss.
2. The City of Malibu has adopted the 2014 Los Angeles County Building Code. The Project Geotechnical Consultant shall review the adopted Code and provide pertinent updates so that the proposed project meets the requirements of the new Building Code.
3. Please explain what the word 'CONCRETE' means in the Dense Brush-Covered Ravine on the Geologic Map.
4. The Consultant needs to incorporate into the report a contour map of ground motion from the Northridge earthquake. To facilitate this requirement, the Malibu map is provided for the Project Consultants' use at (http://www.malibucity.org/index.aspx?nid=258). The Consultants should include a copy of that ground motion map in their report, with the subject site plotted on the map. On the basis of that map, the Consultant should interpolate the ground acceleration at the subject site and state that value in their report.
5. The Project Geotechnical Consultant appears to limit the use seismic wall loading to only cantilever walls. It appears that both cantilevered and restrained conditions will occur. In accordance with Section 1803.5.12 of the 2013 CBC the Consultant needs to provide recommendations for lateral pressures on all retaining walls due to earthquake motions. The Code does not distinguish between cantilevered and restrained conditions.
6. The Consultant states that a subdrain for the swimming pool is not necessary as the pool is located on near-level topography. However, please provide recommendations to address hydrostatic pressures on the pool shell as per Section 7.3 of the City's Guidelines. Hydrostatic relief valves are acceptable for hydrostatic pressure relief.
7. Please provide the ASTM test method numbers for the Laboratory Procedures, where applicable.
8. Please provide the weighted plasticity index and expansion index for the upper terrace soils per the City's Guidelines, Section 6.2.1. If these tests were not performed during this phase of work, the following note must appear on the grading and foundation plans: *"Tests shall be performed prior to pouring footings and slabs to evaluate the Weighted Plasticity and the Expansion Index of the supporting soils, and foundation and slab plans should be reviewed by the Civil or Structural Engineer and revised, if necessary."*

9. Please provide the direct shear displacement plots per the City of Malibu's Geotechnical Guidelines, Section 6.2.1.
10. Section 7.4 of the City's geotechnical guidelines requires a minimum thickness of 10 mils for vapor barriers beneath slabs-on-grade. Building plans shall reflect this requirement.
11. Please include the R & R grading yardages on the Total Grading Yardage Verification Certificate.
12. Please depict limits and depths of over-excavation and structural fill to be placed on the grading plan, and cross-sectional view of the proposed building area.
13. Two sets of final grading, retaining wall, swimming pool and spa, pavilion, OWTS, and residence plans **(APPROVED BY BUILDING AND SAFETY)** incorporating the Project Geotechnical Consultant's recommendations and items in this review sheet must be **reviewed and wet stamped and manually signed by the Project Engineering Geologist and Project Geotechnical/Civil Engineer.** City geotechnical staff will review the plans for conformance with the Project Geotechnical Consultants' recommendations and items in this review sheet over the counter at City Hall. **Appointments for final review and approval of the plans may be made by calling or emailing City Geotechnical staff.**

Please direct questions regarding this review sheet to City Geotechnical staff listed below.

Engineering Geology Review by: 5/12/14

Christopher Dean, C.E.G. #1751, Exp. 9-30-14 Date
Engineering Geology Reviewer (310-456-2489, x306)
Email: cdean@malibucity.org

Geotechnical Engineering Review by: *May 12, 2014*

Kenneth Clements, G. E. # 2010, Exp. 6-30-14 Date
Geotechnical Engineering Reviewer (805-563-8909)
Email:kclements@fugro.com

This review sheet was prepared by City Geotechnical Staff contracted with Fugro as an agent of the City of Malibu.

FUGRO CONSULTANTS, INC.
4820 McGrath Street, Suite 100
Ventura, California 93003-7778
(805) 650-7000 (*Ventura office*)
(310) 456-2489, x306 (*City of Malibu*)

City of Malibu

– GEOTECHNICAL –

NOTES FOR BUILDING PLAN-CHECK

The following standard items should be incorporated into Building Plan-Check submittals, as appropriate:

1. One set of grading, retaining wall, swimming pool and spa, pavilion, OWTS, and residence plans, incorporating the Project Geotechnical Consultant's recommendations and items in this review sheet, must be submitted to City geotechnical staff for review. **Additional review comments may be raised at that time that may require a response.**

2. Show the address and phone number of the Project Geotechnical Consultant(s) on the cover sheet of the Plans.

3. Include the following note on all the Foundation Plans: *"All foundation excavations must be observed and approved by the Project Geotechnical Consultant prior to placement of reinforcing steel."*

4. Include the following note on Grading and Foundation Plans: *"Subgrade soils shall be tested for Expansion Index prior to pouring footings or slabs; Foundation Plans shall be reviewed and revised by the Geotechnical Consultant, as appropriate."*

5. Foundation setback distances from descending slopes shall be in accordance with Section 1808 of the Malibu Building Code, or the requirements of the Project Geotechnical Consultant's recommendations, whichever are more stringent. Show minimum foundation setback distances on the foundation plans, as applicable.

6. The Foundation Plans for the proposed structures shall clearly depict the embedment material and minimum depth of embedment for the foundations in accordance with the Geotechnical Consultant's recommendations.

7. Show the onsite wastewater treatment system on the Site Plans.

8. Please contact the Building and Safety Department regarding the submittal requirements for a grading and drainage plan review.

Grading Plans (as Applicable)

1. Grading Plans shall clearly depict the limits and depths of overexcavation, as applicable.

2. Prior to final approval of the project, an as-built compaction report prepared by the Project Geotechnical Consultant must be submitted to the City for review. The report must include the results of all density tests as well as a map depicting the limits of fill, locations of all density tests, locations and elevations of all removal bottoms, locations and elevations of all keyways and back drains, and locations and elevations of all retaining wall backdrains and outlets. Geologic conditions exposed during grading must be depicted on an as-built geologic map. This comment must be included as a note on the grading plans.

Retaining Walls (As Applicable)

1. Show retaining wall backdrain and backfill design, as recommended by the Project Geotechnical Consultant, on the Plans.

2. Retaining walls separate from a residence require separate permits. Contact the Building and Safety Department for permit information. One set of retaining wall plans shall be submitted to the City for review by City geotechnical staff. Additional concerns may be raised at that time which may require a response by the Project Geotechnical Consultant and applicant.

City of Malibu

23825 Stuart Ranch Rd., Malibu, California CA 90265-4804
(310) 456-2489 FAX (310) 456-7650

RECEIVED
AUG 01 2014
PLANNING DEPT.

FIRE DEPARTMENT REVIEW
REFERRAL SHEET

TO: Los Angeles County Fire Department DATE: 4/21/2014
FROM: City of Malibu Planning Department

PROJECT NUMBER: CDP 14-024, SPR 14-018
JOB ADDRESS: 6847 WILDLIFE RD
APPLICANT / CONTACT: Joseph Lezama, Burdge & Associates
APPLICANT ADDRESS: 21235 Pacific Coast Highway
Malibu, CA 90265
APPLICANT PHONE #: (310)456-5905
APPLICANT FAX #: (310) 456-2467
PROJECT DESCRIPTION: Demo ESFR, NSFR, Pool

TO: Malibu Planning Department and/or Applicant
FROM: Fire Prevention Engineering Assistant

Compliance with the conditions checked below is required prior to Fire Department approval.

The project DOES require Fire Department Plan Review and Developer Fee payment	X
The project DOES NOT require Fire Department Plan Review	
The required fire flow for this project is 1250 gallons per minute at 20 pounds per square inch for a 2 hour duration. (Provide flow information from the water dept.)	X
The project is required to have an interior automatic fire sprinkler system.	X
Final Fuel Modification Plan Approval is required prior to Fire Department Approval	X

Conditions below marked "not approved" shall be corrected on the site plan and resubmitted for Fire Department approval.

	App'd	N/app'd
Required Fire Department vehicular access (including width and grade %) as shown from the public street to the proposed project.	X	
Required and/or proposed Fire Department Vehicular Turnaround	NA	
Required 5 foot wide Fire Department Walking Access (including grade %)	X	
Width of proposed driveway/access roadway gates	X	

*County of Los Angeles Fire Department Approval Expires with City Planning permits expiration, revisions to the County of Los Angeles Fire Code or revisions to Fire Department regulations and standards.

**Minor changes may be approved by Fire Prevention Engineering, provided such changes achieve substantially the same results and the project maintains compliance with the County of Los Angeles Fire Code valid at the time revised plans are submitted. Applicable review fees shall be required.

SIGNATURE DATE 7/14/14

Additional requirements/conditions may be imposed upon review of complete architectural plans.
The Fire Prevention Engineering may be contacted by phone at (818) 880-0341or at the Fire Department Counter:
26600 Agoura Road, Suite 110, Calabasas, CA 91302; Hours: Monday – Thursday between 7:00 AM and 11:00 AM

PART II (A) **INFORMATION ON FIRE FLOW AVAILABILITY**
(Part II to be completed by Water Purveyor)

The distance from the fire hydrant to the property line is 156'

feet via vehicular access. The fire flow services will be rendered from a 8"

inch diameter water main. The hydrant is located on Wildlife Rd. (Street)

_____ (Feet) _____ (Direction) of Corner of Wildlife Rd. & Whitesands Pl. (Nearest Cross - Street)

Under normal operating conditions the fire flow available from this 6 X 4 X 2.5" (Size)

hydrant is 1,958 GPM at 20 PSI residual for 2 hours at 116 PSI Static

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PART II (B) **SPRINKLERED BUILDINGS ONLY**

Detector Location:(check one) [X] Above Grade [ ] Below Grade [ ] Either

Backflow protection required (fire sprinklers/private hydrant): [X] Yes [ ] No

Type of Protection Required:(check one)

[ ] Double Check Detector Assembly [X] Reduced Pressure Principal Detector Assembly

[ ] Other _____ Domestic Meter Size 1" Water Meter

PART II (C)

L. A. Co. Waterworks District # 29
Water Purveyor

Signature

05/20/2014
Date

Jonathan King, Associate Civil Engineer
Title

PART III **Conditions for Approval by the Building Department**
(To be Completed by Building Department)

The building permit may be issued for single family dwellings when the above information is complete and shows that the following minimum requirements are met and the property is not in the High Fire Hazard Severity Zone or the Very High Fire Hazard Severity Zone.

*The water system is capable of delivering at least 1250 GPM at 20 PSI for two hours.
*The structure is less than 3,600 square feet.
*The distance from the structure to the fire hydrant does not exceed 450 feet via vehicular access.
*The proposed construction must be within 150 feet of a vehicular access roadway that is a minimum of 20 feet wide, paved with concrete or asphalt and does not exceed 15% grade

APPROVED BY _____ DATE _____ OFFICE _____

[redacted]

Where the water service does not meet the above requirements for approval by the **Building Department, Fire Prevention Division** approval of the site plan will be required before a Building Permit can be issued by the **Building Department**.

6847 Wildlife Rd.
(2)

City Council Meeting
09-26-16
Item 5.A.

Council Agenda Report

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

Prepared by: Craig George, Environmental Sustainability Director

Approved by: Reva Feldman, City Manager

Date prepared: September 7, 2016 Meeting date: September 26, 2016

Subject: Update on Expanded Polystyrene Ordinances

RECOMMENDED ACTION: 1) Receive and file report on Expanded Polystyrene Ordinances; and 2) Provide direction to staff.

FISCAL IMPACT: None.

DISCUSSION: On February 28, 2005, Council adopted Ordinance No. 276 banning polystyrene food service products. On March 23, 2005, Council reconsidered Ordinance No. 276 and directed staff to bring back amendments limiting the ban to EPS foam. The City Council considered staff recommendations at its June 13, 2005, and July 25, 2005, meetings, and, at its September 12, 2005, meeting, adopted Ordinance No. 286 amending Chapter 9.24 of the Malibu Municipal Code and banning EPS food packaging and repealing Ordinance No. 276.

On August 22, 2016, Council directed staff to research ordinances banning expanded polystyrene (EPS) products. EPS foam is lightweight and breakable, generally not reused or recycled, and not biodegradable, which is significantly detrimental to the environment. Encapsulated EPS, which is surrounded by a hard, plastic exterior designed to be resistant to breakdown, while not generally recycled, is designed to be durable and reused.

Staff has conducted research of other City ordinances banning EPS. Specifically, staff searched for adopted ordinances that exceed the provisions of Ordinance No. 286. Staff also focused on other beach cities that are exposed to the same environmental conditions and effects EPS may have on the city. The following cities were found to have a more restrictive EPS program and ordinance than the City:

- Manhattan Beach, CA
- San Francisco, CA
- Ashland, OR
- Miami Beach, FL
- Bay Harbor, FL
- Surfside, FL
-

There were several reoccurring concepts in these cities' more restrictive EPS bans, which are presented for Council's consideration and direction to staff.

<u>EPS Ice Chests/Coolers:</u>

- Ban the sale of all EPS ice chests/coolers at all businesses and nonprofits within the City limits.
    - A subset of this condition would be to consider whether the ban should include encapsulated EPS ice chests/coolers as these products are difficult to recycle or reuse.
- Ban the use of all EPS ice chests/coolers at all businesses and nonprofits within the City limits.
- Ban the use of all EPS ice chests/coolers at any residence, whether single family, multifamily, or condominium within the City limits.

<u>EPS Ice Chests/Coolers on Beaches:</u>

- Ban the use of all EPS ice chests/coolers on any private beach.
- Ban the use of all EPS ice chests/coolers on any public beach.

<u>EPS Packing Materials:</u>

- Ban the use of all EPS peanuts and other packing materials within the City limits.

<u>EPS Packaging Material:</u>

- Ban the use of all EPS materials used to package raw or unprepared food and merchandising products within the City Limits.

Points to note in consideration of the above options:

1. A ban on EPS ice chest/cooler sale and use at all businesses and nonprofits within the City limits , as well as a ban on the use of EPS ice chests/coolers on all public property, including City-owned property could be enforced. An EPS ban on private property would prove to be extremely difficult to enforce.

2. A ban of EPS ice chests/coolers on public beaches could be posted and enforced, however a ban on EPS ice chest/cooler use on private beaches would prove difficult to enforce.

3. A ban of EPS packing material use within the City limits could be enforced since there are other non-EPS packing material, such as air inflated packing pillows made with recyclable plastic material, available for use. These products are already used by several businesses in the City, as well as the United States Post Office, which the City does not have jurisdictional authority over.

4. A ban of EPS packaging materials for raw or unprepared food and merchandising products within the City limits would present significant challenges since insufficient alternatives exist that could; 1) provide the same level of safety to consumers; and 2) be disposed of in an environmentally friendly manner. Newer compostable products that meet these criteria are likely to be available in the near future, at which time the Council could direct staff to bring back an item considering a ban on EPS packaging materials.

ATTACHMENT: EPS Ban Comparison Table

City	Policy Reference	Date	Materials banned	Exceptions	Enforcement
Malibu, CA	Ordinance 286	9/12/2005	1. No restaurant, Food packager, retail food vendor or non-profit food provider shall provide prepared food in expanded polystyrene. (bags, sacks, wrapping, containers, bowls, plates, trays, cartons, cups, straws and lids) 2. Prohibited at City facilities. 3. Prohibited at city sponsored and co-sponsored events. 4. Individuals renting city property may not use expanded polystyrene food packaging	1. Food packaged outside city limits. 2. Coolers and ice chests	1. Enforced through bi-annual inspections. 2. Violation is an infraction of MMC 1.16.010.B 3. City attorney may seek legal, injunctive or other relief to enforce.
Ashland, OR	Ordinance 3025	2010	1. The disposal of polystyrene foam products in public landfills declared a public nuisance. 2. No restaurant, retail food vendor or non-profit shall serve food and no food packager shall package eggs, bakery products or other food in polystyrene foam.	Does not apply to meat including beef, poultry, seafood or pork packaged in polystyrene containers.	1. Violations are class B violations 2. Minimum fine $500
Bay Harbor Island, FL	Ordinance 577	11/18/2014	1. Unlawful to carry an expanded polystyrene container onto any beach in the village (plates, bowls, cups, containers, lids, trays, coolers, ice chests, and similar articles) 2. Unlawful for any business in the Village to provide any beverage or food item in expanded polystyrene container. 3. Village contractor and special event permittees shall not sell, use or provide food in expanded polystyrene containers.		Fine is $250 per day not to exceed $500.

City	Policy Reference	Date	Materials banned	Exceptions	Enforcement
Manhattan Beach. CA		1/7/2014	1. Disposable food service ware can't be used or sold. Meaning single use, disposable products for transporting prepared food, plates, bowls, trays, wrappers, platters, cartons condiment containers, cups, drinkware, straws, lids utensils or any other container. 2. Polystyrene cooler not encases in another material.	1. Prepackaged food service articles filled and sealed prior to receipt of service 2. Coolers and ice chests other than those defined 3. Food brought for personnel consumption to city facilities, parks, and beaches. 4. City Manager exemption may be issues for 1 year only.	1. City manager may approve a 1 year exemption 2. Violation is an infraction.
Miami Beach, FL	Ordinance 2015-3962	9/2/2015	Food service and stores restrictions can't sell, use or provide expanded polystyrene food service articles. (plates, bowls cups, containers, lids, trays, coolers, ice chests, and all similar expanded polystyrene)	1. Prepackaged food service articles filled and sealed prior to receipt of service provider/store. 2. Food service articles used to store raw meat, pork, fish seafood or poultry sold from a butcher case or similar display. 3. School district, County, State and federal agencies	1. Done by Code Compliance officer 2. First is a violation notice, and fine $50, then $100 then $500 or an administrative hearing

City	Policy Reference	Date	Materials banned	Exceptions	Enforcement
San Francisco, CA	Ordinance 140-16	7/29/2016	1. No one may sell, offer for sale or distribute food service ware that is not either compostable or recyclable or is in whole or part from polystyrene foam. Food service ware is containers, bowls, plates, trays, cups, lids, straws, forks, spoons, knives, napkins. 2. Applies to City food providers. City department use, city contractors or lessees. 3. No person may sell, offer for sale or distribute for compensation packing peanuts, coolers, ice chests, pool or beach toys, dock floats, buoys made in whole or part from polystyrene foam. 4. No person may sell, offer for sale or distribute meat and fish trays and egg cartons unless they are compostable or recyclable. 5. No person who packages within the City may use polystyrene packaging materials.	1. Food service ware made entirely from aluminum. 2. Receiving shipments within the city that include polystyrene foam or non-compostables and non-recyclables as packing material 3. Donation and use of packaging material that has been donated.	1. Develop a product list of acceptable compostable and recyclable materials 2. Hardship waiver exists. 3. Written warnings to be issued, may apply sanctions. $100 up to $200 fines.
Surfside, FL	Ordinance 1630	3/10/2015	Unlawful to carry any expanded polystyrene production onto any beach or into any parks in the City.		1. Enforced by Code Compliance officer 2. Fines as adopted by resolution or community service can be done picking up litter.

City Council Meeting
09-26-16
Item 6.A.

Council Agenda Report

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

Prepared by: Reva Feldman, City Manager

Date prepared: September 15, 2016 Meeting date: September 26, 2016

Subject: Refinancing of Certificates of Participation for City Hall Acquisitions and Issuance of Certificates of Participation for Trancas Field

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RECOMMENDED ACTION: 1) Adopt Resolution No. 16-42 authorizing the execution and delivery of the City's Certificates of Participation 2016 (Certificates) and authorizing the execution and delivery of certain documents and directing certain actions in connection therewith in order to refinance Taxable and Tax Exempt Certificates issued in 2009 in connection with the acquisition of City Hall, Taxable Certificates issued in 2010 for improvements to City Hall and to finance the acquisition of Trancas Field; 2) Approve Bond Counsel Agreement with Stradling, Yocca, Carlson & Rauth for bond counsel services to execute and deliver the Certificates; and 3) Approve Agreement with Stifel Nicolaus & Company, Inc. for investment banking and underwriting services to execute and deliver the Certificates.

FISCAL IMPACT: In conjunction with the issuance of COPs for the acquisition of Trancas Field, the City has the opportunity to refinance the City Hall 2009A (Tax Exempt) and 2009B (Taxable) Certificates and the City Hall 2010D (Taxable) Certificates. The City's debt service for the COPs associated with the acquisition and improvements to City Hall is $1.7 million and, of that total, the debt service attributed to the 2009A&B and 2010D Series is currently $1.4 million a year. The refinancing will reduce the current total City Hall debt service amount by approximately $170,000 to $1.2 million a year. This estimate is based on current market interest rates.

In addition to the refinancing of the 2009A&B and 2010D Certificates, the City will issue Certificates to finance the acquisition of Trancas Field. The debt service attributable to the acquisition of Trancas Field will be approximately $610,000 a year for 30 years based on current market interest rates. The City will work with its Bond Counsel and Underwriter to determine what call feature best meets the City's desire to possibly pay off this portion of the Certificates at a later date.

The 2016 Certificates are expected to have an average interest rate of around 3.20%. Of note is the fact that the 2010B (Taxable) Certificates and the 2010D (Taxable) Certificates can be refinanced at lower tax-exempt interest rates since there has not been a private use of the City Hall building. This contributes to the $170,000 of average annual savings that are expected.

The debt service associated with City Hall and the acquisition of Trancas Field will be paid from the General Fund. The total debt service associated with the 2016 Certificates will be approximately $1.8 million for the first 23 years and approximately $600,000 for the final 7 years or an average debt service amount of $1.4 million.

DISCUSSION: On August 8, 2016, the Council approved the purchase and sales agreement of Trancas Field. Trancas Field is an approximately 35-acre site of vacant land currently zoned RR-5. Acquisition of the Trancas Field property will resolve one of the City's longest standing legal disputes. The Council approved a purchase price of $11,377,000 and directed staff to return to Council to approve the issuance of Certificates of Participation for the acquisition.

As the financing package for the acquisition of Trancas Field was being developed, staff determined that several of the existing Certificates issued for City Hall could be refinanced, which would result in a savings of approximately $170,000 a year.

In 2009, the City issued Taxable (2009A Series) and Tax Exempt (2009B Series) Certificates for the acquisition of City Hall. In 2010, the City issued Taxable (2010D Series) Certificates for the improvements to City Hall. At the time, the City anticipated that there would be certain uses of the City Hall facility that needed to be considered as a taxable use. These uses have not materialized and the City can now refinance the existing taxable debt to take advantage of lower interest rates associated with tax-exempt Certificates. The City's debt service for the City Hall 2009A&B Series and 2010D Series is $1.4 million through 2039. Debt service for the City Hall Certificates is paid from the General Fund.

The City expects to issue approximately $26 million of 2016 Certificates, however, the authorizing resolution and accompanying documents that are subject to Council approval provide for a not-to-exceed authorization of $32 million to allow for interest rate changes and changes in other parameters. The 2016 Certificates will generate approximately $25.3 million in proceeds for the refinancing of the City Hall Acquisition 2009A&B Certificates, the City Hall Improvements 2010D Certificates and the acquisition of Trancas Field. Certificate proceeds will also pay for the costs of issuing the Certificates. Due to the City's strong credit rating, there is no requirement for the City to establish a reserve fund for the 2016 Certificates, which reduces the overall amount that will be issued.

The exact principal amount of the Certificates, interest rates and the annual debt service will not be determined until the Certificates are sold to investors. The Certificates will be sold the first week of October 2016 and funding will be available by October 18, 2016, when the escrow period for Trancas Field will close. The first debt service payment that the City will be required to make from the General Fund will be due May 1, 2017.

The City's general fund currently has a AA+ rating from Standard and Poor's (S&P), which implies that the City's issuer credit rating would be AAA, which is the highest rating possible. As part of the refinancing process, the City will receive an updated credit rating from S&P. A verbal report on the City's updated credit rating will be provided to Council.

Fees for bond counsel services and investment banking and underwriting services will be paid as part of the cost of issuance during the closing of the Certificates and are taken into consideration when calculating the debt service savings on the transaction.

The City will require a firm to provide banking and underwriting services and a law firm to provide bond counsel services. Stradling, Yocca, Carlson & Rauth provided the City with bond counsel services for the Certificates issued for the acquisition of the Chili Cook-Off property, the acquisition of City Hall, the Carbon Beach Undergrounding Community Facilities District (CFD), the Broad Beach Assessment District and the Civic Center Wastewater Treatment Facility CFD. Stradling, Yocca, Carlson & Rauth is extremely knowledgeable about the City and the process the City will go through to issue another series of Certificates. The firm of Stifel Nicolaus & Company, Inc. (previously Stone & Youngberg) provided the City with investment banking and underwriting services for the Certificates and bonds issued for the above listed projects. Stifel Nicolaus & Company, Inc. is also very knowledgeable about the City's investment banking and underwriting needs, as well as the process the City will go through to issue another series of Certificates of Participation.

Services to be provided by Stradling, Yocca, Carlson & Rauth will include the rendering of legal opinions pertaining to the execution and delivery of the Certificates; researching applicable laws and assistance in structuring the proposed structure of the financing, execution and delivery of the Certificates; participating in meetings related to the financing, execution and delivery of the Certificates; and preparing documents for the financing, execution and delivery of the Certificates including the offering document (or Official Statement) for the Certificates.

Stradling, Yocca, Carlson & Rauth has proposed a fix fee of $85,000 plus out of pocket expenses, for serving as bond counsel and disclosure counsel to the City on the transaction. Despite the passage of time and the larger size of the transaction, such fees are consistent with the fees Stradling, Yocca, Carlson & Rauth charged the City on

the Certificates issued for the City Hall acquisition. Such fees are contingent upon the successful closing of the Certificates and will be paid from the cost of issuance from the Certificates.

Services to be provided by Stifel Nicolaus & Company, Inc. will include an evaluation of the City's credit and structure; analyses of the City's credit and financial potential; ongoing market updates; legal documentation and credit support; orchestrating rating reviews; services to market and sell the Certificates; as well as post-sale services for the financing, execution and delivery of the Certificates.

The costs proposed by Stifel Nicolaus & Company, Inc. are based on the amount of Certificates issued by the City, not to exceed 1% of the par amount. If the City issues $32 million or less in Certificates, the investment banking and underwriting services will be $275,000 or less. Such fees are contingent upon the successful closing of the Certificates and will be paid from the proceeds of the Certificates.

ATTACHMENTS:

1. Resolution No. 16-42
2. Preliminary Official Statement
3. Site Lease
4. Lease/Purchase Agreement
5. Trust Agreement
6. Assignment Agreement
7. Certificate Purchase Agreement
8. Continuing Disclosure Agreement (Attached as Appendix E to the Preliminary Official Statement)
9. Bond Counsel Agreement with Stradling, Carlson, Yocca & Rauth
10. Agreement with Stifel Nicolaus & Company, Inc.
11. 2009A Escrow Agreement
12. 2009B Escrow Agreement
13. 2010D Escrow Agreement

RESOLUTION NO. 16-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO THE SALE AND DELIVERY OF NOT TO EXCEED $32,000,000 CERTIFICATES OF PARTICIPATION 2016A AND AUTHORIZING CERTAIN DOCUMENTS AND DIRECTING CERTAIN ACTIONS IN CONNECTION THEREWITH

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

SECTION 1. Recitals.

A. The City of Malibu (City) is a municipal corporation and a general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California (State).

B. The City wishes to finance the acquisition of certain real property (Project) from Trancas PCH, LLC (Property Owner) in order to resolve certain outstanding disputes between the City and the Property Owner, or to reimburse the City for the acquisition cost of the Project.

C. This Resolution is intended to operate as a declaration of "official intent," within the meaning of Treas. Reg. Section 1.1.50-2(3).

D. The City previously executed and delivered its $18,660,000 Certificates of Participation 2009A (Tax-Exempt) (City Hall Project), its $815,000 Certificates of Participation 2009B (Taxable) (City Hall Project) (collectively, the 2009 Certificates) and its $565,000 Certificates of Participation 2010D (Taxable) (City Hall Project) (2010D Certificates) in order to finance the acquisition of City Hall and the construction of certain improvements thereto.

C. The City wishes to finance the acquisition of the Project and to refinance the 2009 Certificates and the 2010D Certificates in order to achieve debt service savings through the execution and delivery of the City of Malibu Certificates of Participation 2016A (Certificates) pursuant to a Trust Agreement (Trust Agreement) by and among the City, the Malibu Public Financing Corporation (Corporation) and US Bank National Association.

D. In order to facilitate the execution and delivery of the Certificates, the City intends to lease to the Corporation the City Hall property and the existing improvements thereon (Leased Premises) pursuant to a Site Lease (as defined below) and to lease the Leased Premises back from the Corporation pursuant to the Lease (as defined below).

E. The forms of the documents necessary finance the acquisition of the Project and to refinance the 2009 Certificates and the 2010D Certificates and provide for the execution and delivery of the Certificates are on file with the City Clerk as described herein.

F. All acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the consummation of the financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided.

SECTION 2. Authorization of Certificates. The City Council hereby authorizes the preparation, sale and delivery of the Certificates in a total aggregate principal amount not to exceed $32,000,000. Subject to the limitation above, the principal amount of the Certificates shall be determined by the City Manager of the City (City Manager) upon consultation with Special Counsel.

SECTION 3. Lease/Purchase Agreement. The form of the Lease/Purchase Agreement (Lease), between the City and the Corporation, presented at this meeting and on file with the City Clerk (Clerk), is hereby approved. Each of the Mayor of the City (Mayor), the City Manager and the Assistant City Manager of the City (Assistant City Manager) or their designees (collectively, the Authorized Officers), is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Corporation the Lease in substantially said form, with such changes therein as the Authorized Officer or Officers executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the Authorized Officers.

SECTION 4. Site Lease. The form of the Site Lease (Site Lease), between the Corporation and the City, presented to this meeting and on file with the Clerk, is hereby approved. Each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Corporation the Site Lease in substantially said form, with such changes therein as the Authorized Officer or Officers executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of such Authorized Officers.

SECTION 5. Trust Agreement. The form of the Trust Agreement (Trust Agreement), among the City, the Corporation and the Trustee presented to this meeting and on file with the Clerk, is hereby approved. Each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Corporation and the Trustee the Trust Agreement in substantially said form, with such changes therein as the Authorized Officer or Officers executing the Trust Agreement may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the Authorized Officers, including, but not limited to, changes to accommodate one or more additional series of Certificates.

SECTION 6. Escrow Agreements. The forms of the Escrow Agreements relating to the 2009 Certificates and the 2010D Certificates (collectively, the Escrow Agreements), each by and between the Trustee and the City, presented to this meeting and on file with the Clerk, is hereby approved. Each of the Authorized Officers is hereby authorized and directed, for and in the name

and on behalf of the City, to execute and deliver to the Corporation the Agency Agreement in substantially said form, with such changes therein as the Authorized Officer or Officers executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of such Authorized Officers.

SECTION 7. Appointment of Trustee. U.S. Bank National Association is appointed trustee under the Trust Agreement.

SECTION 8. Assignment Agreement. The Assignment Agreement between the Trustee and the Corporation in the form on file with the Clerk is hereby approved for execution and delivery by the Corporation.

SECTION 9. Sale of Certificates. The Purchase Agreement (Purchase Agreement) among the City, the Corporation and Stifel, Nicolaus, Inc. (Underwriter) on file with the Clerk is approved provided that (a) the aggregate principal amount of the Certificates does not exceed the parameters set forth in Section 2 above; (b) the aggregate true interest cost of the Certificates does not exceed 4% per annum; and (c) the Underwriter's discount for the purchase of the Certificates in aggregate shall not exceed 1% of the principal amount of the Certificates. Each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Corporation and the Underwriter the Purchase Agreement in substantially said form, with such changes therein as the Authorized Officer or Officers executing the Purchase Agreement may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the Authorized Officers.

SECTION 10. Preliminary Official Statement. The form of the Preliminary Official Statement, presented to this meeting and on file with the Clerk, is hereby approved. The Authorized Officers are each hereby authorized to make such changes to the Preliminary Official Statement as are necessary to make it final as of its date and are authorized and directed to execute and deliver a certificate deeming the Preliminary Official Statement final as of its date in accordance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. Each of the Authorized Officers is hereby authorized and directed to execute, approve and deliver the final Official Statement in the form of the Preliminary Official Statement with such changes, insertions and omissions as the Authorized Officer or Officers executing said document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of such Authorized Officers.

SECTION 11. Continuing Disclosure Agreement. The form of the Continuing Disclosure Agreement between the City and the Trustee (Continuing Disclosure Agreement), presented to this meeting and on file with the Clerk, is hereby approved. Each of the Authorized Officers is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Trustee the Continuing Disclosure Agreement in substantially said form, with such changes therein as the Authorized Officer or Officers executing such document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of such Authorized Officers.

SECTION 12. Attestations. The Clerk and such person or persons as may have been designated by the Clerk to act on her behalf, are hereby authorized and directed to attest the signature of the Authorized Officers designated herein to execute any documents described herein, and to affix and attest the seal of the City, as may be required or appropriate in connection with the execution and delivery of the Lease, the Trust Agreement, the Purchase Agreement, the Agency Agreement, the Continuing Disclosure Agreement, the Site Lease and the Official Statement.

SECTION 13. Other Actions. The Authorized Officers are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which each may deem necessary or advisable (including the payment of costs of issuance approved by the Authorized Officers) in order to consummate the sale, execution and delivery of the Certificates, the acquisition of the Project, the refunding of the 2009 Certificates and the 2010D Certificates, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, the Certificates, the Lease, the Trust Agreement, the Continuing Disclosure Agreement, the Site Lease, the Purchase Agreement, the Agency Agreement, the Preliminary Official Statement, and the Official Statement, including, but not limited to the entering into of any agreements terminating the leasehold interests in the Leased Premises relating the 2009 Certificates and or any subordination, non-disturbance and attornment agreements with sub-lessees of the Leased Premises. Such actions heretofore taken by such officers or designees are hereby ratified, confirmed and approved.

SECTION 14. Effect. This Resolution shall take effect immediately upon its passage.

SECTION 15. 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 26th day of September 2016.

LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

BRIAN FORBATH, Special Counsel

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE - BOOK-ENTRY-ONLY

RATING:
S&P: ___
(See "RATING" herein)

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("Special Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, the interest (and original issue discount) with respect to the 2016 Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Special Counsel, the interest (and original issue discount) due with respect to the 2016 Certificates is exempt from State of California personal income tax. See "TAX MATTERS" herein.

$_____*

CITY OF MALIBU
Certificates of Participation 2016A
Evidencing Undivided Proportionate Interests in 2016A Lease Payments to be Made by the
CITY OF MALIBU, CALIFORNIA
Pursuant to a Lease with the
MALIBU PUBLIC FINANCING CORPORATION

Dated: Date of Delivery

Due: November 1, as shown on the inside cover

The City of Malibu Certificates of Participation 2016A (the "2016 Certificates") are being executed and delivered to (i) provide funds for costs of acquiring certain real property for the City of Malibu (the "City") as described herein (the "Project"), (ii) refund all of the outstanding City of Malibu Certificates of Participation 2009A (Tax Exempt) (City Hall Project) (the "2009A Certificates), (iii) refund all of the outstanding City of Malibu Certificates of Participation 2009B (Taxable) (City Hall Project) (the "2009B Certificates"), (iv) refund all of the outstanding City of Malibu Certificates of Participation 2010D (Taxable) (City Hall Project) (the "2010D Certificates" and collectively, the "Refunded Certificates"), and (v) pay the costs of issuance incurred in connection with the execution and delivery of the 2016 Certificates. See "DESCRIPTION OF THE LEASED PREMISES." The 2016 Certificates represent undivided proportionate interests of the Owners in certain lease payments (the "Lease Payments") each to be made by the City to the Malibu Public Financing Corporation (the "Corporation"), under the Lease/Purchase Agreement, dated as of October 1, 2016, by and between the City and the Corporation (the "Lease") pursuant to which the City has leased from the Corporation the City Hall property and all improvements thereto (collectively, the "Leased Premises"). See "DESCRIPTION OF THE LEASED PREMISES" herein.

The 2016 Certificates will be executed and delivered in the principal amount of $5,000 and any integral multiple thereof pursuant to a Trust Agreement, dated as of October 1, 2016 (the "Trust Agreement") by and among the City, the Corporation and U.S. Bank National Association, as trustee (the "Trustee"). Interest represented by the 2016 Certificates is payable semiannually on May 1 and November 1 of each year, commencing on May 1, 2017. See "THE 2016 CERTIFICATES — General" herein.

The 2016 Certificates will be executed and delivered in book-entry form only and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the 2016 Certificates. Individual purchases of the 2016 Certificates will be made in book-entry form only. Principal, premium, if any, and interest payments due with respect to the 2016 Certificates are payable directly to DTC by U.S. Bank National Association, as Trustee. Upon receipt of payments of principal, premium, if any, and interest, DTC will in turn distribute such payments to the beneficial owners of the 2016 Certificates. See Appendix F — "DTC BOOK-ENTRY SYSTEM" herein.

No reserve fund has been established in connection with the issuance of the 2016 Certificates.

The 2016 Certificates are subject to extraordinary, optional and mandatory sinking account prepayment prior to maturity, as described herein. See "THE 2016 CERTIFICATES – Prepayment" herein.

THE 2016 CERTIFICATES DO NOT CONSTITUTE AN OBLIGATION OF THE CORPORATION OR THE CITY FOR WHICH THE CORPORATION OR THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CORPORATION OR THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE CITY TO MAKE LEASE PAYMENTS UNDER THE LEASE DOES NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE 2016 CERTIFICATES NOR THE OBLIGATION OF THE CITY TO MAKE LEASE PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE CORPORATION, THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

The purchase of the 2016 Certificates involves certain risks which should be considered by investors. See "RISK FACTORS" for a discussion of certain risk factors that should be considered in addition to the other matters set forth herein.

This cover page contains information for quick reference only. It is not a summary of this issue. Potential purchasers must read the entire Official Statement to obtain information essential to making an informed investment decision.

The 2016 Certificates will be offered when, as and if executed and delivered, and received by the Underwriter, subject to the approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel, and certain other conditions. Certain legal matters will be passed upon for the City and the Corporation by the City Attorney and by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel, and for the Trustee by its counsel. It is anticipated that the 2016 Certificates will be available in book-entry form for delivery to DTC in New York, New York, on or about October __, 2016.

STIFEL

Dated: _____, 2016

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

$_____*
CITY OF MALIBU
Certificates of Participation 2016A

Maturity Schedule
(Base CUSIP†: _____)
$_____ Serial Certificates

Maturity (November 1)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*
2017	$	%	%	
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2041				
2046				

$_____ ____% Term Certificates due November 1, 20__ Yield: ___% --- CUSIP† ___

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* Preliminary; subject to change.

† Copyright 2016, American Bankers Association. CUSIP® data herein in provided by Standard & Poor's, CUSIP® Service Bureau, a division of The McGraw-Hill Companies, Inc. Neither the City nor the Underwriter assumes any responsibility for the accuracy of such data.

CITY OF MALIBU
COUNTY OF LOS ANGELES, CALIFORNIA

CITY COUNCIL

Lou La Monte, *Mayor*
Skylar Peak, *Mayor Pro Tem*
John Sibert, *Councilmember*
Joan House, *Councilmember*
Laura Rosenthal, *Councilmember*

CITY OFFICIALS

Reva Feldman, *City Manager*
Lisa Soghor, *Administrative Services Director/Assistant City Manager*
Christi Hogin, *City Attorney*
Heather Glaser, *Acting City Clerk*

MALIBU PUBLIC FINANCING CORPORATION
BOARD OF DIRECTORS

Lou La Monte, *President*
Skylar Peak, *Vice President*
John Sibert, *Board Member*
Joan House, *Board Member*
Laura Rosenthal, *Board Member*

Reva Feldman, *Treasurer*
Heather Glaser, *Acting Secretary*
Lisa Soghor, *Assistant Treasurer*

SPECIAL COUNSEL AND DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

TRUSTEE

U.S. Bank National Association
Los Angeles, California

No dealer, broker, salesperson or other person has been authorized by the City or the Corporation to give any information or to make any representations in connection with the offer or sale of the 2016 Certificates other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Corporation. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2016 Certificates by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or owners of the 2016 Certificates. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement and the information contained herein are subject to completion or amendment without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any other parties described herein since the date hereof. These securities may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. This Official Statement is being submitted in connection with the sale of the 2016 Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the City. All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a "plan," "expect," "estimate," "project," "budget," "intend" or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the captions "DESCRIPTION OF THE PROJECT" and "CITY FINANCIAL INFORMATION."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT. IN EVALUATING SUCH STATEMENTS, POTENTIAL INVESTORS SHOULD SPECIFICALLY CONSIDER THE VARIOUS FACTORS WHICH COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE INDICATED BY SUCH FORWARD-LOOKING STATEMENTS.

IN CONNECTION WITH THE OFFERING OF THE 2016 CERTIFICATES, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2016 CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE 2016 CERTIFICATES TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE 2016 CERTIFICATES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The City maintains a website; however, information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the 2016 Certificates.

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$_____*

CITY OF MALIBU

Certificates of Participation 2016A

Evidencing Undivided Proportionate Interests in 2016A Lease Payments to be Made by the

CITY OF MALIBU, CALIFORNIA

Pursuant to a Lease with the

MALIBU PUBLIC FINANCING CORPORATION

INTRODUCTION

This introduction contains only a brief summary of certain of the terms of the 2016 Certificates being offered, and a brief description of the Official Statement. All statements contained in this introduction are qualified in their entirety by reference to the entire Official Statement. References to, and summaries of, provisions of the Constitution and laws of the State of California and any documents referred to herein do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions. Capitalized terms used in this Official Statement and not defined elsewhere herein have the meanings given such terms in Appendix C — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" herein. This Official Statement speaks only as of its date, and the information contained herein is subject to change.

General

This Official Statement, including the cover page and the Appendices attached hereto (the "Official Statement"), provides certain information concerning the execution and delivery of the City of Malibu Certificates of Participation 2016A (the "2016 Certificates") in an aggregate principal amount of $_____*. The 2016 Certificates will be executed and delivered pursuant to a Trust Agreement, dated as of October 1, 2016 (the "Trust Agreement"), by and among the City of Malibu (the "City"), the Malibu Public Financing Corporation (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee"). The 2016 Certificates represent proportionate undivided interests of the registered owners thereof (the "Owners") in certain Lease Payments (the "Lease Payments") to be made by the City to the Corporation under that certain Lease/Purchase Agreement, dated as of October 1, 2016 (the "Lease"), by and between the Corporation, as lessor, and the City, as lessee. See "DESCRIPTION OF LEASED PREMISES" and "SECURITY AND SOURCES OF PAYMENT FOR THE 2016 CERTIFICATES — Lease Payments."

The 2016 Certificates are being delivered to (i) provide funds for costs of acquiring certain real property for the City as described herein (the "Project"), (ii) refund all of the outstanding City of Malibu Certificates of Participation 2009A (Tax Exempt) (City Hall Project) (the "2009A Certificates), (iii) refund all of the outstanding City of Malibu Certificates of Participation 2009B (Taxable) (City Hall Project) (the "2009B Certificates"), (iv) refund all of the outstanding City of Malibu Certificates of Participation 2010D (Taxable) (City Hall Project) (the "2010D Certificates" and collectively, the "Refunded Certificates"), and (v) pay the costs of issuance incurred in connection with the execution and delivery of the 2016 Certificates. See "DESCRIPTION OF THE PROJECT" and "DESCRIPTION OF THE LEASED PREMISES" herein. The City is located in the County of Los Angeles (the "County"). See Appendix A — "ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY OF MALIBU" herein.

Security and Sources of Payment for the 2016 Certificates

The 2016 Certificates are being executed and delivered pursuant to the Trust Agreement. The City has leased certain real property and the existing improvements thereon (referred to herein as the "Property" or the "Leased Premises") consisting of the City's City Hall to the Corporation pursuant to a Site Lease between the City, as lessor, and the Corporation, as lessee, dated as of October 1, 2016 (the "Site Lease"). Under the

* Preliminary; subject to change.

Lease, the Corporation has leased the Property back to the City. The City is required under the Lease to pay Lease Payments for the use and possession of the Leased Premises, as further described under the caption "DESCRIPTION OF THE LEASED PREMISES" herein. The City is also required to pay any taxes and assessments and the cost of maintenance and repair of the Leased Premises.

Pursuant to an Assignment Agreement, dated as of October 1, 2016 (the "Assignment Agreement"), by and between the Corporation and the Trustee, the Corporation has assigned to the Trustee, for the benefit of the Owners, substantially all of its rights under the Lease, including its rights to receive and collect Lease Payments and prepayments from the City under the Lease and rights as may be necessary to enforce payment of Lease Payments and prepayments. All rights assigned by the Corporation pursuant to the Assignment Agreement will be administered by the Trustee in accordance with the provisions of the Trust Agreement for the equal and proportionate benefit of all Owners.

The 2016 Certificates evidence proportionate undivided interests in the right to receive Lease Payments and prepayments thereof to be made by the City to the Corporation under the Lease on a parity with the 2009A Certificates. The Lease Payments are calculated to be sufficient to pay, when due, the principal and interest with respect to the 2016 Certificates. The City has covenanted in the Lease that it will take such action as may be necessary to include the Lease Payments and other payments due under the Lease in its annual budgets and to make the necessary annual appropriations therefor as required by the Lease. The City's obligation to make Lease Payments is subject to complete or partial abatement in the event of the taking of, damage to or loss of use and possession of the Leased Premises. See "RISK FACTORS — Abatement" herein.

The obligation of the City to make Lease Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. Neither the 2016 Certificates nor the obligation of the City to make Lease Payments constitutes an indebtedness of the City, the Corporation, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The 2016 Certificates

Interest represented by the 2016 Certificates is payable semiannually on May 1 and November 1 of each year, commencing on May 1, 2017 (each an "Interest Payment Date"). See "THE 2016 CERTIFICATES — General" herein. The 2016 Certificates will be executed and delivered in book-entry form only and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the 2016 Certificates. Individual purchases of the 2016 Certificates will be made in book-entry form only. Purchasers of the 2016 Certificates will not receive certificates representing their ownership interests in the Certificates purchased. The Certificates will be executed and delivered in the principal amount of $5,000 and integral multiples thereof. Principal, premium, if any, and interest payments due with respect to the Certificates are payable directly to DTC by the Trustee. Upon receipt of payments of principal, premium, if any, and interest, DTC will in turn distribute such payments to the beneficial owners of the Certificates. See "THE 2016 CERTIFICATES — General" and Appendix F — "DTC BOOK-ENTRY SYSTEM" herein.

Additional Certificates

Pursuant to the Trust Agreement, the City may cause Additional Certificates to be executed and delivered without the consent of the Owners of the Certificates if certain conditions precedent are satisfied. In connection with the execution and delivery of Additional Certificates, the Lease Payments due under the Lease would be increased. The Certificates and the Additional Certificates will be secured on a parity under the Trust Agreement by Lease Payments and other amounts held in the funds established thereunder other than the Project Fund and the Rebate Fund. See Appendix C—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—Additional Certificates."

Prepayment

The Certificates are subject to extraordinary, optional and mandatory sinking account prepayment prior to maturity, as described herein. See "THE 2016 CERTIFICATES — Prepayment" herein.

Tax Exemption

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("Special Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, the interest (and original issue discount) due with respect to the 2016 Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Special Counsel, the interest (and original issue discount) due with respect to the Certificates is exempt from State of California personal income tax. See "TAX MATTERS" herein.

Continuing Disclosure

The City has covenanted for the benefit of the holders and beneficial owners of the 2016 Certificates to provide, or cause to be provided, to the Municipal Securities Rulemaking Board for purposes of Rule 15c2-12(b)(5) (the "Rule") adopted by the Securities and Exchange Commission certain annual financial information and operating data and, in a timely manner, notice of certain material events. These covenants have been made in order to assist the Underwriter in complying with the Rule. See "CONTINUING DISCLOSURE" herein for a description of the specific nature of the annual report and notices of material events and a summary description of the terms of the disclosure agreement pursuant to which such reports are to be made.

Professionals Involved in the Offering

U.S. Bank National Association, Los Angeles, California, will act as Trustee with respect to the 2016 Certificates. The Certificates will be delivered subject to the approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel. Certain legal matters will be passed upon for the City and the Corporation by the City Attorney and by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel, and for the Trustee by its counsel. The City's financial statements for the fiscal year ended June 30, 2015 included as Appendix B hereto have been audited by Lance Soll & Lunghard LLP, Certified Public Accountants, Brea, California (the "Auditor"). See Appendix B — "THE CITY OF MALIBU AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015" herein. The City's financial statements are public documents and are included within this Official Statement without the prior approval of the Auditor. Accordingly, the Auditor has not performed any post-audit of the financial condition of the City.

Certificate Owners' Risks

Certain events could affect the ability of the City to make the Lease Payments when due. See "RISK FACTORS" for a discussion of certain factors that should be considered, in addition to other matters set forth herein, in evaluating an investment in the 2016 Certificates.

Miscellaneous

It is anticipated that the 2016 Certificates in book-entry form will be available for delivery to DTC on or about October __, 2016 (the "Delivery Date").

The description herein of the Trust Agreement, the Lease, the Site Lease, the Assignment Agreement and any other agreements relating to the 2016 Certificates are qualified in their entirety by reference to such documents, and the descriptions herein of the 2016 Certificates are qualified in their entirety by the form thereof and the information with respect thereto included in the aforementioned documents. See Appendix C — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" herein. Copies of the documents are on file and available for inspection at the offices of the Trustee at 633 W. Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Global Corporate Trust Services.

All capitalized terms used in this Official Statement and not otherwise defined herein have the meanings given such terms in Appendix C — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" herein.

The information and expressions of opinion herein speak only as of their date and are subject to change without notice. Neither the delivery of this Official Statement nor any sale made hereunder nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

The presentation of information, including tables of receipt of revenues, is intended to show recent historical information and, except for the estimated actual results for fiscal year 2015-16, is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

DESCRIPTION OF THE PROJECT

A portion of the proceeds from the sale of the 2016 Certificates will be used to complete the acquisition of approximately 35 acres of vacant land identified as Los Angeles County Assessor's Parcel No. 4470-012-045 located in the City of Malibu (the "Project"). The City will purchase the Project from Trancas PCH, LLC (the "Property Owner") in order to resolve certain outstanding disputes between the City and the Property Owner. The City is considering the ultimate use of the Project which it currently projects to be used as public parkland and/or open space.

DESCRIPTION OF THE LEASED PREMISES

Pursuant to the terms of the Site Lease, the City intends to lease the Property and the existing improvements thereon (collectively, "Property") to the Corporation. Pursuant to the terms of the Lease, the Corporation intends to lease the Property, as improved, renovated and equipped as a city hall which as so improved, renovated, and equipped will comprise the "Leased Premises," back to the City. The Leased Premises will also include any additional improvements constructed on the Property which are financed with the proceeds of any Additional Certificates. See "INTRODUCTION — Additional Certificates."

The Property is located approximately half a mile north of Pacific Coast Highway at the end of Stuart Ranch Road. The Property consists of 6.09 acres with a two-story approximately 37,358 square feet commercial office building built in 2000 and has approximately 185 marked parking spaces. The City acquired the Property at a trustee's sale on June 9, 2009 for $15,000,000. The City spent an additional approximately $7,000,000 renovating the Property for use as its City Hall. For Fiscal Year 2017, the Property has an insured value of $31,000,000 exclusive of the land value.

Pursuant to the Lease, the City and the Corporation have agreed and determined that the Lease Payments required to be made under the Lease represent the fair rental value of the Leased Premises. Under the terms of the Lease, the City may substitute other property for the Leased Premises, or any portion thereof, and may release portions of the Leased Premises provided that certain conditions set forth in the Lease are met. See Appendix C — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — Covenants with Respect to the

Property — Substitution or Release of the Leased Premises" and "RISK FACTORS — Release or Substitution of Property" herein.

ESTIMATED SOURCES AND USES OF FUNDS

The following table summarizes the estimated sources and uses of 2016 Certificate proceeds:

	2016 Certificates
Sources of Funds	
Principal Amount of 2016 Certificates	$ _____.00
Refunded Certificates Reserve Funds	
Net Original Issue Discount	_____
Total Sources	$
Uses of Funds	
Project Fund	$
Escrow Funds[1]	
Costs of Issuance[2]	_____
Total Uses	$

(1) Includes the 2009A Escrow Fund, 2009B Escrow Fund and 2010D Escrow Fund

(2) Includes underwriting discount, Special Counsel fees, printing costs and other issuance costs. The amount remaining after payment of the underwriting discount will be deposited to the Project Fund and be applied to pay costs of issuance.

THE REFUNDING PLAN

General

The 2009A Certificates, which are currently outstanding in the aggregate principal amount of $17,270,000, the 2009B Certificates, which are currently outstanding in the aggregate principal amount of $595,000, and the 2010D Certificates, which are currently outstanding in the aggregate principal amount of $440,000, were delivered by the Corporation pursuant to a Trust Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (the "2010 Trust Agreement"), by and among the City, the Corporation and Deutsche Bank National Trust Company (the "Prior Trustee"), as trustee. The Refunded Certificates are payable from lease payments made by the City under the Lease/Purchase Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (the "2010 Lease Agreement"), by and between the Corporation, as lessor, and the City, as lessee.

Proceeds of the 2009A Certificates and 2009B Certificates were used by the City to pay for the acquisition of and improvements to the City Hall buildings. Proceeds of the 2010D Certificates were used by the City to pay for improvements to the City Hall buildings.

The City plans to apply a portion of the proceeds of the 2016 Certificates, together with certain moneys on deposit with the Prior Trustee, to pay the regularly scheduled principal of and interest on the 2009A Certificates on and prior to July 1, 2019 and to pay on July 1, 2019 the principal of the 2009A Certificates maturing after July 1, 2019, without premium.

The City plans to apply a portion of the proceeds of the 2016 Certificates, together with certain moneys on deposit with the Prior Trustee, to make the payments of principal of and interest on the 2009B Certificates through maturity.

The City plans to apply a portion of the proceeds of the 2016 Certificates, together with certain moneys on deposit with the Prior Trustee, to pay the regularly scheduled principal of and interest on the 2010D Certificates on and prior to July 1, 2020, and to pay on July 1, 2020 the principal maturing after July 1, 2020 without premium.

Under an Escrow Agreement (2009A Certificates), dated as of October 1, 2016 (the "2009A Escrow Agreement"), by and between the City and U.S. Bank National Association, as escrow agent (the "Escrow Agent"), the City will deliver a portion of the proceeds of the 2016 Certificates to the Escrow Agent for deposit in the escrow fund (the "2009A Escrow Fund") established under the 2009A Escrow Agreement on or about the date of issuance of the 2016 Certificates. In addition, the Prior Trustee will transfer certain moneys held in connection with the 2009A Certificates to the Escrow Agent for deposit in the 2009A Escrow Fund on or about the date of issuance of the 2016 Certificates. The Escrow Agent will invest the amounts so deposited in the 2009A Escrow Fund in Government Obligations (defined in the 2010 Trust Agreement) and apply such moneys to pay the regularly scheduled principal of and interest on the 2009A Certificates on and prior to July 1, 2019 and to pay on July 1, 2019 the principal of the 2009A Certificates maturing after July 1, 2019, without premium.

Under an Escrow Agreement (2009B Certificates), dated as of October 1, 2016 (the "2009B Escrow Agreement"), by and between the City and the Escrow Agent, as escrow agent, the City will deliver a portion of the proceeds of the 2016 Certificates to the Escrow Agent for deposit in the escrow fund (the "2009B Escrow Fund") established under the 2009B Escrow Agreement on or about the date of issuance of the 2016 Certificates. In addition, the Prior Trustee will transfer certain moneys held in connection with the 2009B Certificates to the Escrow Agent for deposit in the 2009B Escrow Fund on or about the date of issuance of the 2016 Certificates. The Escrow Agent will invest the amounts so deposited in the 2009B Escrow Fund in Government Obligations and apply such moneys to make the payments of principal of and interest on the 2009B Certificates through maturity.

Under an Escrow Agreement (2010D Certificates), dated as of October 1, 2016 (the "2010D Escrow Agreement"; and together with the 2009A Escrow Agreement and the 2009B Escrow Agreement, the "Escrow Agreements"), by and between the City and Escrow Agent, as escrow agent, the City will deliver a portion of the proceeds of the 2016 Certificates to the Escrow Agent for deposit in the escrow fund (the "2010D Escrow Fund"; and together with the 2009A Escrow Fund and the 2009B Escrow Fund, the "Escrow Funds") established under the 2010D Escrow Agreement on or about the date of issuance of the 2016 Certificates. In addition, the Prior Trustee will transfer certain moneys held in connection with the 2010D Certificates to the Escrow Agent for deposit in the 2010D Escrow Fund on or about the date of issuance of the 2016 Certificates. The Escrow Agent will invest the amounts so deposited in the 2010D Escrow Fund in Government Obligations and apply such moneys to pay the regularly scheduled principal of and interest on the 2010D Certificates on and prior to July 1, 2020, and to pay on July 1, 2020 the principal maturing after July 1, 2020 without premium.

The amounts held by the Escrow Agent in the 2009A Escrow Fund are pledged solely to the payment of the 2009A Certificates. The amounts held by the Escrow Agent in the 2009B Escrow Fund are pledged solely to the payment of the 2009B Certificates. The amounts held by the Escrow Agent in the 2010D Escrow Fund are pledged solely to the payment of the 2010D Certificates. Neither the funds deposited in the Escrow Funds nor any interest thereon will be available for the payment of the principal of or interest on the 2016 Certificates.

Verification

Sufficiency of the deposits in the Escrow Funds for those purposes will be verified by _____, [CITY, STATE] (the "Verification Agent"). Assuming the accuracy of such computations, as a result of the deposit and application of funds as provided in the Escrow Agreements, the Refunded Certificates will be

defeased pursuant to the provisions of the 2010 Trust Agreement and the 2010 Lease Agreement as of the date of issuance of the 2016 Certificates.

Upon issuance of the 2016 Certificates, the Verification Agent will deliver a report on the mathematical accuracy of certain computations based upon certain information and assertions provided to it by the Underwriter relating to the adequacy of the deposits in the Escrow Fund to pay when due all principal of and accrued interest on the Refunded Certificates.

THE 2016 CERTIFICATES

General

The 2016 Certificates will be executed and delivered in the form of fully registered 2016 Certificates in principal amounts of $5,000 each or any integral multiple thereof. The 2016 Certificates will be dated their date of delivery and mature on November 1 in the years set forth on the inside cover page hereof. Each 2016 Certificate will be payable with respect to interest on May 1 and November 1 of each year, commencing on May 1, 2017, at the respective rates of interest set forth on the inside front cover page hereof.

The 2016 Certificates will be executed and delivered in book-entry form only and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the 2016 Certificates. Individual purchases of the 2016 Certificates will be made in book-entry form only. Purchasers of the 2016 Certificates will not receive certificates representing their ownership interests in the 2016 Certificates purchased. Principal, premium, if any, and interest payments due with respect to the 2016 Certificates are payable directly to DTC by the Trustee. Upon receipt of payments of principal, premium, if any, and interest, DTC will in turn distribute such payments to the beneficial owners of the 2016 Certificates. See Appendix F — "DTC BOOK-ENTRY SYSTEM" herein.

Prepayment

Extraordinary Prepayment. The 2016 Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee deposits in the Prepayment Fund as provided in the Lease at least 45 days prior to the date fixed for prepayment and credited toward the prepayment made by the City pursuant to the Lease, at a prepayment price equal to the principal amount thereof together with the accrued interest to the date fixed for prepayment, without premium.

For extraordinary prepayment of 2016 Certificates pursuant to the Trust Agreement, the Trustee will select 2016 Certificates for prepayment so that the Net Proceeds will be applied to prepay a proportionate amount of 2016 Certificates and Additional Certificates based on the Outstanding principal amount and by lot within any maturity or sinking account prepayment. The Trustee will promptly notify the City and the Corporation in writing of the 2016 Certificates so selected for prepayment by mailing to the City and the Corporation copies of the notice of prepayment provided for in the Trust Agreement. The City will provide the Trustee with a revised sinking fund schedule upon any prepayments.

"Net Proceeds" means any proceeds of any insurance, performance bonds or taking by eminent domain or condemnation paid with respect to the Leased Premises remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

Optional Prepayment. The 2016 Certificates maturing on or after November 1, 20__ are subject to prepayment prior to maturity in whole or in part on any date on or after November 1, 20__ at the option of the City, in the event the City exercises its option under the Lease to prepay all or a portion of the principal component of the Lease Payments (in integral multiples of $5,000), at the prepayment price equal to the principal component to be prepaid, plus accrued interest to the date fixed for prepayment, without premium. In

the event the City gives notice to the Trustee of its intention to exercise such option, but fails to deposit with the Trustee on or prior to the prepayment date an amount equal to the prepayment price, the City will continue to pay the Lease Payments as if no such notice had been given.

Mandatory Sinking Account Prepayment. The 2016 Certificates maturing November 1, 20__ (the "20__ Term 2016 Certificates") will be subject to prepayment in part by lot, on November 1 in each of the following years from sinking account payments as set forth below at a prepayment price equal to the principal amount thereof to be prepaid, without premium; provided, however, that if some but not all of the 20__ Term 2016 Certificates have been prepaid pursuant to an optional or extraordinary prepayment, the total amount of all future sinking account payments will be reduced by the aggregate principal amount of the 20__ Term 2016 Certificates so prepaid in such manner as selected by the City. In addition, in lieu of prepayment thereof, the 20__ Term 2016 Certificates may be purchased by the City and tendered to the Trustee pursuant to the provisions of the Trust Agreement.

Mandatory Prepayment Date (November 1)	***Sinking Account Prepayment***
	$
*	

* Final Maturity

The 2016 Certificates maturing November 1, 20__ (the "20__ Term 2016 Certificates") will be subject to prepayment in part by lot, on November 1 in each of the following years from sinking account payments as set forth below at a prepayment price equal to the principal amount thereof to be prepaid, without premium; provided, however, that if some but not all of the 20__ Term 2016 Certificates have been prepaid pursuant to an optional or extraordinary prepayment, the total amount of all future sinking account payments will be reduced by the aggregate principal amount of the 20__ Term 2016 Certificates so prepaid in such manner as selected by the City. In addition, in lieu of prepayment thereof, the 20__ Term 2016 Certificates may be purchased by the City and tendered to the Trustee pursuant to the provisions of the Trust Agreement.

Mandatory Prepayment Date (November 1)	***Sinking Account Prepayment***
	$
*	

* Final Maturity

If prior to one of the mandatory prepayment dates specified above the City purchases any 20__ Term 2016 Certificates or 20__ Term 2016 Certificates, then at least 45 days prior to the prepayment date the City will notify the Trustee as to the principal amount purchased, and the amount of 2016 Certificates so purchased will be credited at the time of purchase, to the extent of the full principal amount thereof, to reduce the upcoming sinking account payment for the applicable maturity of the 2016 Certificates so purchased. All 2016 Certificates purchased pursuant to the Trust Agreement shall be cancelled pursuant to the Trust Agreement.

Prepayment Procedures

Whenever provision is made for the optional prepayment of 2016 Certificates and less than all Outstanding 2016 Certificates are called for optional prepayment, the Trustee shall select such 2016 Certificates for optional prepayment from among maturities selected by the City and by lot within any maturity.

When prepayment is authorized or required pursuant to the Trust Agreement, the Trustee will give notice of the prepayment of the 2016 Certificates. Such notice will specify: (a) the prepayment date, (b) the prepayment price, (c) if less than all of the Outstanding 2016 Certificates are to be prepaid, the 2016 Certificate numbers (and in the case of partial prepayment, the respective principal amounts), (d) the CUSIP numbers of the 2016 Certificates to be prepaid, (e) the place or places where the prepayment will be made, and (f) the original date of execution and delivery of the 2016 Certificates. Such notice will further state that on the specified date there will become due and payable upon each 2016 Certificate to be prepaid, the portion of the principal amount of such 2016 Certificate to be prepaid, together with interest accrued to said date and that from and after such date, provided that moneys therefor have been deposited with the Trustee, interest with respect thereto will cease to accrue and be payable.

Any notice of prepayment for an optional prepayment of the 2016 Certificates pursuant to the Trust Agreement may be conditional, and, if any condition stated in the notice of prepayment has not been satisfied on or prior to the prepayment date: (i) the notice of prepayment will be of no force and effect, (ii) the Trustee will not be required to prepay such 2016 Certificates, (iii) the prepayment will not be made, and (iv) the Trustee will within a reasonable time thereafter give notice to the persons in the manner in which the conditional notice of prepayment was given that such condition or conditions were not met and that the prepayment was canceled.

Notice of prepayment will be sent by first class mail or delivery service postage prepaid, or by telecopy, to the Depository on the date of mailing of notice to the Owners by first class mail and by first class mail, postage prepaid, to the Corporation and the respective Owners of any 2016 Certificates designated for prepayment at their addresses appearing on the 2016 Certificate registration books, at least 30 days, but not more than 60 days, prior to the prepayment date; provided that neither failure to receive such notice nor any defect in any notice so mailed will affect the sufficiency of the proceedings for the prepayment of such 2016 Certificates. Under no circumstances will the Trustee have any liability to any party for any inaccurate CUSIP number.

In addition, notice of such prepayment shall also be sent by certified mail, overnight delivery service, facsimile transmission or other secure means, postage prepaid, to all municipal registered securities depositories and to at least two of the national information services that disseminate securities prepayment notices, when possible, at least two (2) days prior to the mailing of notices required by the Trust Agreement, and in any event no later than simultaneously with the mailing of notices required by the Trust Agreement; provided, that neither failure to receive such notice nor any defect in any notice so mailed will affect the sufficiency of the proceedings for the prepayment of such 2016 Certificates.

So long as DTC is the registered Owner of the 2016 Certificates, all such notices will be provided to DTC as the Owner, without respect to the beneficial ownership of the 2016 Certificates. See Appendix F — "DTC BOOK-ENTRY SYSTEM" herein.

Notice having been given to the Owners of any 2016 Certificates being prepaid, and the moneys for the prepayment (including the interest to the applicable date of prepayment), having been set aside in the Prepayment Fund, the 2016 Certificates will become due and payable on the date of prepayment, and upon presentation and surrender thereof at the Principal Office of the Trustee such 2016 Certificates will be paid at the prepayment price with respect thereto, plus interest accrued and unpaid to the date of prepayment.

If, on the date of prepayment moneys for the prepayment of all the 2016 Certificates to be prepaid, together with interest to the date of prepayment, are held by the Trustee so as to be available therefor on such date of prepayment, and, if notice of prepayment thereof has been given as described above, then, from and after the date of prepayment, interest with respect to the 2016 Certificates to be prepaid will cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the prepayment of 2016 Certificates will be held in trust for the account of the Owners of the 2016 Certificates so to be prepaid, without liability for interest thereon.

All 2016 Certificates paid at maturity or prepaid prior to maturity pursuant to the provisions of the Trust Agreement will be cancelled upon surrender thereof and destroyed.

Partial Prepayment

Upon surrender by the Owner of a 2016 Certificate for partial prepayment at the Principal Office of the Trustee, payment of such partial prepayment of the principal amount of a 2016 Certificate will be paid to such Owner. Upon surrender of any 2016 Certificate prepaid in part only, the Trustee will execute and deliver to the registered Owner thereof, at the expense of the City, a new 2016 Certificate or 2016 Certificates which shall be of authorized denominations equal to the unprepaid portion of the 2016 Certificate surrendered and of the same tenor and maturity. Such partial prepayment will be valid upon payment of the amount thereby required to be paid to such Owner, and the City, the Corporation and the Trustee will be released and discharged from all liability to the extent of such payment.

SECURITY AND SOURCES OF PAYMENT FOR THE 2016 CERTIFICATES

Neither the Certificates nor the obligation of the City to make Lease Payments constitutes an obligation of the City for which the City is obligated to levy or pledge, or for which the City has levied or pledged, any form of taxation. Neither the Certificates nor the obligation of the City to make Lease Payments constitutes an indebtedness of the Corporation, the City, the State of California or any of its political subdivisions within the meaning of any constitutional limitation or violates any statutory debt limitation or restriction.

General

Each 2016 Certificate represents a proportionate undivided interest in the Lease Payments and prepayments to be made by the City to the Trustee under the Lease. The Certificates are secured under the Trust Agreement by the respective Lease Payments and other amounts held in the respective funds established thereunder for such series of Certificates other than the Project Fund and the Rebate Fund. The City is obligated to pay Lease Payments from any source of legally available funds, and has covenanted in the Lease to include all Lease Payments coming due in its annual budgets and to make the necessary annual appropriations therefor. The Corporation, pursuant to the Assignment Agreement, has assigned all of its rights under the Lease (excepting certain rights as specified therein), including the right to receive Lease Payments and prepayments, to the Trustee for the benefit of the respective Owners. By the fifteenth day of each April and October (if such day is not a Business Day, the next succeeding Business Day), the City must pay to the Trustee a Lease Payment (to the extent required under the Lease) which is expected to equal the amount necessary to pay the principal and interest with respect to the Certificates (including the 2016 Certificates) on the next succeeding Interest Payment Date.

The City's obligation to make Lease Payments will be abated in whole or in part, and to the extent of, substantial interference with use and possession of the Leased Premises arising from damage, destruction, title defect or taking by eminent domain or condemnation of the Leased Premises. Abatement would not constitute a default under the Lease and the Trustee would not be entitled in such event to pursue remedies against the City. See "RISK FACTORS — Abatement" herein.

Under the Lease, the City agrees to pay certain taxes, assessments, utility charges, and insurance premiums charged with respect to the Leased Premises, the Certificates and any Additional Certificates and fees and expenses of the Trustee. The City is responsible for repair and maintenance of the Leased Premises during the term of the Lease. The City may at its own expense in good faith contest such taxes, assessments and utility and other charges if certain requirements set forth in the Lease are satisfied, including obtaining an opinion of counsel that the Leased Premises will not be subjected to loss or forfeiture.

Should the City default under the Lease, the Trustee, as assignee of the Corporation, may terminate the Lease and re-lease the Leased Premises or may retain the Lease and hold the City liable for all Lease Payments thereunder on an annual basis. **Under no circumstances will the Trustee have the right to accelerate Lease Payments.** The exercise of the remedies provided to the Trustee is subject to various limitations on the enforcement of remedies against public agencies. See "RISK FACTORS — Default" herein.

Lease Payments

Subject to the provisions of the Lease regarding complete or partial abatement in the event of loss of use and possession of any portion of the Leased Premises (see "RISK FACTORS — Abatement" herein) and prepayment of Lease Payments (see the provisions relating to prepayment under the caption "THE CERTIFICATES" above), the City agrees to pay to the Corporation, its successors and assigns, the Lease Payments as annual rental for the use and possession of the Leased Premises. The Lease Payments are due and payable on April 15 and October 15 of each year (each, a "Lease Payment Date").

Any monies held in an account of the Lease Payment Fund on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to the Lease and other amounts required for payment of past due principal or interest with respect to any Certificates not presented for payment) shall be credited to the payment of the respective Lease Payments due and payable on such Lease Payment Date to which such account of the Lease Payment Fund applies.

The Trust Agreement requires that Lease Payments be deposited in the Lease Payment Fund maintained by the Trustee. The Lease Payment will be deposited in the Lease Payment Fund. Pursuant to the Trust Agreement, on May 1 and November 1 of each year, commencing May 1, 2017, the Trustee will apply such amounts in the respective accounts of the Lease Payment Fund as are necessary to make interest and principal payments, respectively, with respect to the Certificates as the same shall become due and payable, in the amounts specified in the Lease.

No Reserve Fund

The City has not established a reserve fund in connection with the execution and delivery of the 2016 Certificates. In the event of abatement of Lease Payments, only proceeds of rental interruption insurance or net proceeds of insurance may be available to pay Lease Payments. See the caption "RISK FACTORS— Abatement."

Additional Payments

Under the Lease, the City is to pay such amounts ("Additional Payments") as are required for the payment of all administrative costs of the Corporation relating to the Leased Premises or the Certificates, including, without limitation, all expenses, compensation and indemnification of the Trustee payable by the City under the Trust Agreement, taxes of any sort whatsoever payable by the Corporation as a result of its leasehold interest in the Leased Premises or undertaking of the transactions contemplated in the Lease or in the Trust Agreement, fees of auditors, accountants, attorneys or engineers and all other necessary administrative costs of the Corporation or charges required to be paid by it in order to comply with the terms of the

Certificates or of the Trust Agreement, including premiums on insurance required to be maintained by the Lease or to indemnify the Corporation and its officers and directors.

Insurance

Pursuant to the Lease, the City is required to obtain either an ALTA leasehold title insurance policy (with Western Regional Exceptions) or a CLTA leasehold title insurance policy on the Leased Premises in an amount equal to the aggregate principal component of unpaid Lease Payments. The Lease also requires that the City maintain casualty insurance on the Leased Premises in amount equal to replacement value and rental interruption insurance to insure against loss of Lease Payments caused by loss or damage to the Leased Premises covered under the City's casualty insurance. The rental interruption insurance is to be in an amount not less than the maximum remaining scheduled Lease Payments in any future two-year period. The City also is obligated under the Lease to obtain a standard comprehensive general public liability and property damage insurance policy or policies and workers' compensation insurance. See "CITY FINANCIAL INFORMATION — Insurance" and Appendix C — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — INSURANCE" herein.

The proceeds of any rental interruption insurance will be deposited in the Lease Payment Fund to be credited towards the payment of the Lease Payments in the order in which such Lease Payments become due and payable. The Lease requires the City to apply the Net Proceeds of any insurance award either to replace or repair the Leased Premises or to prepay Certificates and Additional Certificates, if any, if certain certifications with respect to the adequacy of the Net Proceeds to make repairs, and the timing thereof, cannot be made. See Appendix C — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS." The amount of Lease Payments will be abated and Lease Payments due under the Lease may be reduced during any period in which by reason of damage, destruction, title defect or taking by eminent domain or condemnation there is substantial interference with the City's use and possession of all or part of the Leased Premises. See "RISK FACTORS — Abatement" herein.

CERTIFICATE PAYMENT SCHEDULE

Lease Payments are required to be made by the City under the Lease on or before April 15 and October 15 of each year for the use and possession of the Leased Premises for the period commencing as of the date of delivery of the Certificates and terminating on November 1, 2046, or a later date if such date is extended as provided in the Lease. The Interest Payment Dates with respect to the Certificates are May 1 and November 1, commencing May 1, 2017. The aggregate annual amounts of Certificate payments, comprising interest and principal payable to the Owners, are set forth below for each annual period ending on November 1 of the years indicated.

Annual Period (Ending November 1)	*2016 Certificates*		
	Principal	*Interest*	*Total*
2017	$	$	$
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2041			
2046			
Totals	$	$	$

CITY FINANCIAL INFORMATION

Overview

The following is a description of the City's budget process, current budget, historical budget information, changes in fund balance, balance sheets, its major revenues and expenditures, indebtedness, investments and certain other financial information relating to the City. The fiscal year of the City begins on the first day of July of each year and ends on the 30th day of June of the following year (a "Fiscal Year").

The City's Financial Statements along with accompanying notes and opinions from the Independent Auditor for the Fiscal Year ended June 30, 2015 which is the City's most recent audited Fiscal Year, are set forth in Appendix B—"THE CITY OF MALIBU AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015" herein. The City's financial statements are public documents and are included within this Official Statement without the prior approval the Auditor. Accordingly, the Auditor has not performed any post-audit analysis of the financial condition of the City.

Accompanying the Independent Auditor's Report in Appendix B is the City Management's Discussion and Analysis, which is not audited, but is supplementary information required by the Government Accounting Standards Board. Management's Discussion and Analysis presents a summary and overview of the City's financial condition. Management's Discussion and Analysis should be reviewed in conjunction with the information presented below to obtain an understanding of the City's financial condition.

Accounting and Financial Reporting

The City maintains its accounting records in accordance with Generally Accepted Accounting Principles ("GAAP") and the standards established by the Governmental Accounting Standards Board ("GASB"). On a quarterly basis, a report is prepared for the City Council and City Staff which reviews fiscal performance to date against the budget. Combined financial statements are produced following the close of each Fiscal Year.

The City Council employs an independent certified public accountant, who, at such time or times as specified by the City Council, at least annually, and at such other times as they determine, examines the financial statements of the City in accordance with generally accepted auditing standards, including tests of the accounting records and other auditing procedures as such accountant considers necessary. As soon as practicable, after the end of the Fiscal Year, a final audit and report is submitted by the independent accountant to the City Council.

The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The various governmental funds are grouped, in the City's annual financial statements, into generic fund types, which include the General Fund, Special Revenue Funds, Debt Service Funds and Capital Project Funds.

The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. It is expected that the Lease Payments will be paid for from amounts in the General Fund. Tables 1 through 3 below set forth certain historical and current Fiscal Year budget information for the General Fund. Information on the remaining governmental funds of the City as of June 30, 2015 is set forth in Appendix B. Additionally, Table 4 sets forth information regarding the City's Commercial Real Estate Rental Fund. The Commercial Real Estate Fund is part of the General Fund but is accounted for separately from the General Fund. Revenues from the Commercial Real Estate Fund are available to pay Lease Payments.

Budget Procedure, Current Budget and Historical Budget Information

The City currently uses a one-year budget cycle. At such time as the City Manager determines, each department head must furnish to the City Manager an estimate of revenues and expenditures for the department for the ensuing Fiscal Year, detailed in such manner as may be prescribed by the City Manager. In preparing the proposed budget, the City Manager reviews the estimates, holds conferences thereon with the respective department heads, and revises the estimates as he or she deems advisable. The budget for Fiscal Year 2017 was approved on June 27, 2016. The City budget is amended and revised as needed throughout the Fiscal Year.

Prior to the beginning of the Fiscal Year of the budget cycle, the City Manager submits to the City Council the proposed budget. The City Council determines the time for the holding of a public hearing and causes a notice of public hearing to be published. Not less than ten days prior to the date of the public hearing, copies of the proposed budget are available for inspection by the public in the office of the City Clerk. During the public hearing and after its conclusion, the City Council further considers the proposed budget and makes any revisions thereto that it deems advisable. On or before June 30, of the year prior to the Fiscal Year of the budget cycle, the City Council adopts the budget with revisions, if any, by the affirmative vote of at least a majority of the total members.

From the effective date of the budget, the amounts stated as proposed expenditures become appropriated to the several departments, offices and agencies for the objects and purposes named, provided that the City Manager may transfer appropriations of a fund from one object or purpose to another within the same fund as appropriate. Any revisions or transfers that alter the total appropriations of any fund require City Council approval. All appropriations lapse at the end of the Fiscal Year to the extent that they have not been expended, lawfully encumbered or affirmatively reappropriated by the City Council during the adoption of the next year's budget. At a public meeting after the adoption of the budget the City Council may amend or supplement the budget by motion adopted by three votes of the City Council.

Set forth in Table 1 are the General Fund budgets for Fiscal Years 2015, 2016 and 2017, the audited Fiscal Year 2015 results and estimated unaudited Fiscal Year 2016 results. During the course of each Fiscal Year, the budgets are amended and revised as necessary by the City Council.

Management Discussion of Fiscal Year 2017 Budget

Revenues. The City's overall Fiscal Year 2017 revenues are budgeted to increase by [$24,775] over the prior year. This increase is due to the growth in tax revenue sources. General fund revenues are budgeted to increase by almost $1.5 million while special revenue funds are budgeted to decrease by $1.6 million due to a reduction in capital grants.

Expenditures. The Adopted Budget for Fiscal Year 2017 reflects an increase in the General Fund expenditures of $1,047,359 from Fiscal Year 2016.

Capital Improvements. The City has adopted a capital improvement program with Fiscal Year 2017 costs estimated at $2,871,185. Major projects budgeted for Fiscal Year 2017 include: (i) annual street overlay, (ii) the PCH Regional Traffic Messaging System, (iii) PCH intersection improvements, (iv) PCH median improvements, (v) Civic Center Way improvements, (vi) the purchase of a trailer for the Malibu Community Labor Exchange, (vii) a PCH signal synchronization system, (viii) speed advisory signs, (ix) bus stop shelters, (x) Paradise Cove media filters. (xi) improvements to the Civic Center storm drain system, (xii) PCH shoulder enhancements, (xiii) Marie Canyon Green Streets and (xiv) storm drain trash screens.

Additionally, the City has formed an assessment district to finance the design and construction of the Civic Center Wastewater Treatment Plant, which is estimated to cost approximately $47,000,000. The City has entered into an Installment Sale and Grant Agreement with the State Water Resources Control Board (the

"State Loan") and issued its $6,295,000 City of Malibu Assessment District No. 2015-1 (Civic Center Wastewater Treatment Facilities – Phase I) Taxable Limited Obligation Improvement Bonds 2016 Series A, both of which are secured by a pledge and lien on assessments to pay for the costs of the Civic Center Wastewater Treatment Facility. Construction of the Civic Center Wastewater Treatment Facility commenced on July 5, 2016 and is expected to be completed in mid-2018. The City reimbursed itself $_____ from State Loan proceeds for costs previously advanced for the design of the Civic Center Wastewater Treatment Facility.

TABLE 1
CITY OF MALIBU
GENERAL FUND BUDGETS AND FISCAL YEAR END RESULTS[1]

	Final Fiscal Year 2015 Budget	*Fiscal Year 2015 Results*	*Final Fiscal Year 2016 Budget*	*Unaudited Estimated Actual Fiscal Year 2016 Results*	*Adopted Fiscal Year 2017 Budget*
Revenues:					
Taxes [2]	$ 18,015,000	$ 20,350,412	$ 19,875,000	$ 20,931,792	$ 21,015,000
Fines and forfeitures	300,000	499,502	400,000	525,747	475,000
Intergovernmental[3]	80,327	524,060	194,165	574,820	85,000
Use of money and property	60,000	100,492	65,000	162,275	80,000
Charges for services	4,718,550	5,243,916	4,824,550	6,253,587	5,215,000
Other	30,750	363,216	33,750	316,820	33,750
Total Revenues	$ 23,204,627	$27,081,598	$ 25,392,465	$ 28,765,041	$ 26,903,750
Expenditures:					
Current					
Legislative and advisory	$ 1,930,318	$ 1,778,003	$ 1,709,081	$ 1,742,808	$ 1,781,912
General government	4,263,288	4,217,494	4,505,128	4,837,763	5,122,318
Public safety [4]	6,699,739	6,560,090	6,876,688	6,724,932	7,365,957
Community development	5,335,018	4,890,506	4,939,588	4,681,042	5,376,377
Parks & Recreation	2,575,949	2,297,815	2,663,958	2,371,722	2,680,277
Public works	1,477,132	2,174,539	1,789,617	1,812,680	1,958,971
Capital outlay	472,099	530,390	369,100	236,099	445,200
Debt service:					
Costs of debt issuance	--	44,306	--	--	
Payment to refunding escrow agent	--	(5,647,082)	--	--	
Principal	556,457	556,457	560,000	560,000	570,000
Interest	1,200,440	1,200,439	1,129,382	1,129,382	1,115,648
Total Expenditures	$ 24,510,440	$ 24,623,894	$ 24,542,542	$24,096,428	$ 26,416,660

(1) Excludes revenues and expenditures attributable to Commercial Real Estate Fund shown on Table 4.
(2) Includes Franchise Fees.
(3) Intergovernmental Revenue is largely attributable to reimbursement from FEMA. Revenue fluctuates according to disaster expenses and reimbursements in a given year.
(4) The City contracts with Los Angeles County for police, fire and lifeguard services.
Source: Audited Financial Statements for Fiscal Year 2015, unaudited estimated actual results for Fiscal Year 2016.

The City is considering a potential trade of 83 acres of State-owned land located adjacent to Bluffs Park, for 525 acres of City-owned land known as "Charmlee Park." On November 12, 2013, the City and Santa Monica Mountains Conservancy approved the terms of a 5-year lease "swap" agreement that will allow each agency to develop and process plans. The final exchange of land is conditioned upon approval of each agency. The City recently hired a firm to develop a master plan for the State-owned property. Costs to develop the property are unknown at this time and could impact future City budgets.

Comparative Change in Fund Balance of the City General Fund

Table 2 below presents the City's audited General Fund Statement of Revenues, Expenditures and Change in Fund Balance for Fiscal Years 2012-2016. Table 2 excludes the Commercial Real Estate Fund.

TABLE 2
CITY OF MALIBU GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE FIVE YEAR COMPARISON
(Excluding Commercial Real Estate Fund)

	Fiscal Year Ending June 30				
	2012	*2013*	*2014*	*2015*	*Unaudited Estimated Actuals 2016*
Revenue:					
Taxes	$ 16,508,733	$ 17,634,846	$ 18,775,779	$ 20,350,412	$ 20,931,792
Fine and Forfeitures	286,835	310,949	381,283	499,502	525,747
Intergovernmental[1]	1,357,997	529,897	372,538	524,060	574,820
Due from fiduciary	--	--	--	--	--
Use of Money and Property	65,312	34,714	89,421	100,492	162,275
Charges For Service	4,598,573	4,980,250	5,267,628	5,243,916	6,253,587
Other	47,497	363,794	202,091	363,216	316,820
Total Revenue	$ 22,864,947	$ 23,854,450	$ 25,088,740	$ 27,081,598	$ 28,765,041
Expenditures:					
Current:					
Legislative and Advisory[2]	$ 2,609,595	$ 1,297,486	$ 1,645,104	$ 1,778,003	$ 1,742,808
General Government[3]	5,252,687	4,370,992	3,664,527	4,217,494	4,837,763
Public Safety[4]	5,919,613	6,452,892	6,485,326	6,560,090	6,724,932
Community Development	4,463,614	4,467,591	4,490,047	4,890,506	4,681,042
Parks and Recreation	2,053,673	2,087,469	2,107,187	2,297,815	2,371,722
Public Works	2,010,035	1,934,783	2,267,982	2,174,539	1,812,680
Capital Outlay[5]	429,045	248,184	453,212	530,390	236,099
Debt Service:					
Costs of debt issuance[5]	--	--	--	44,306	--
Payment to refunding escrow agent[5]	--	--	--	373,855	--
Principal	25,806	42,474	805,366	556,457	560,000
Interest	1,226,659	1,228,248	1,226,081	1,200,439	1,129,382
Total Expenditures	$ 23,990,727	$ 22,130,119	$ 23,144,832	$ 24,623,894	$ 24,096,428
Excess (deficiency) of revenue over expenditures	$ (1,125,780)	$ 1,724,331	$ 1,943,908	$ 2,457,704	$ 4,668,613
Other Financing Sources (Uses):					
Long term debt issued[5]	$ --	$ --	$ --	$ 5,728,608	$ --
Payment to refunding escrow agent[5]	--	--	--	(5,647,082)	--
Transfers in[6]	949,125	1,811,964	1,285,064	1,378,000	--
Transfers out[6][7]	(1,694,791)	(160,837)	(67,769)	(1,211,660)	--
Net discount on issued debt	--	--	--	--	--
Debt issuance	91,558	--	--	--	--
Total Other Financing Sources (Uses)	$ (654,108)	$ 1,651,127	$ 1,271,295	$ 247,866	$ --
Net change in fund balance	$ (1,779,888)	$ 3,375,458	$ 3,161,203	$ 2,705,570	$ 4,668,613
Fund Balance, Beginning of Year[8]	$ 20,352,411	$ 18,572,523	$ 21,947,981	$ 25,109,184	$ 27,814,754
Fund Balance, End of Year	$ 18,572,523	$ 21,947,981	$ 25,109,184	$ 27,814,754	$ 32,483,367

(1) Intergovernmental revenues largely attributable to FEMA reimbursements and grants from other government agencies which fluctuate over time due to natural and manmade events and timing of receipt and processing of reimbursement requests.

(2) Fiscal Year 2012 legislative and Advisory expenses include litigation expenses associated with the lawsuit *NRDC v. City of Malibu*.

(3) Declined as a result of a one-time payment to CalPERS to pay off a side fund balance, elimination of rent payments for the prior city hall, and a retrospective credit adjustment from THE AUTHORITY (defined herein) of $650,000 which reduced the City's insurance premiums.

(4) The City contracts with Los Angeles County for police, fire and lifeguard services.

(5) Costs associated with the execution and delivery of the 2015 Certificates and the refunding effectuated thereby.

(6) The City has not fully closed out Fiscal Year 2016. Accordingly, fund transfers in and out are not currently available, the City does not expect the net result to be material to the General Fund balance.

(7) Transfers out in Fiscal Year 2012 reflects capital projects, including improvement of the Trancas Canyon Park and the City Hall improvement project.

(8) The City has an adopted policy to maintain a General Fund Reserve of 50% of the annual General Fund operating budget. For Fiscal Year 2016, the 50% target amount is $12 million. The City Council can appropriate funds from the General Fund undesignated reserve as needed.

Source: Audited Financial Statements for Fiscal Years 2012-2015; unaudited estimated actual results for Fiscal Year 2016.

Comparative General Fund Balance Sheets of the City

Table 3 below presents the City's audited General Fund Balance Sheets for Fiscal Years 2012-2016. Table 3 excludes the Commercial Real Estate Fund.

TABLE 3
CITY OF MALIBU
GENERAL FUND BALANCE SHEETS
FIVE YEAR COMPARISON
(Excluding Commercial Real Estate Fund)

	Fiscal Year Ending June 30,				
	2012	*2013*	*2014*	*2015*	*Unaudited Estimated Actuals 2016*
ASSETS					
Cash and investments	$ 11,405,188	$ 14,534,852	$ 19,328,358	$ 22,284,648	$ 25,591,174
Accounts Receivables	579,701	672,206	867,008	1,173,560	1,377,151
Due from Other Governments	1,616,682	1,583,280	1,510,695	1,564,487	873,730
Notes Receivable	--	--	--	--	--
Interest Receivable	23,169	16,362	18,088	22,723	44,960
Prepaid Items	647,319	616,402	551,894	539,956	284,297
Deposits with Others	64,861	--	27,814	--	--
Restricted assets – cash with fiscal agent	3,794,265	3,738,491	3,036,810	2,364,537	2,310,436
Due from Other Funds	3,212,293	2,782,635	2,152,896	2,452,242	3,572,312
Total assets	$ 21,343,478	$ 23,944,228	$ 27,493,563	$ 30,402,153	$ 34,054,060
LIABILITIES					
Accounts Payable	$ 1,866,843	$ 1,243,344	$ 1,481,953	$ 1,607,499	$ 1,465,713
Accrued Wages and Salaries	281,944	251,788	281,407	327,848	104,980
Grant revenue received in advance	--	17,696	--	--	--
Unearned Revenue	17,696	--	4,096	--	--
Unavailable Revenue	604,472	483,419	616,923	652,052	--(1)
Total liabilities	$ 2,770,955	$ 1,996,247	$ 2,384,379	$ 2,587,399	$ 1,570,693
FUND BALANCES					
Non-spendable(2)(3)	$ 712,180	$ 616,402	$ 579,708	$ 539,956	$ 284,297
Restricted(2)(4)	3,794,265	3,738,491	3,036,810	2,364,537	2,310,436
Reserved:	--	--	--	--	--
Unreserved:					
Undesignated	--	--	--	--	--
Designated	--	--	--	--	--
Committed(2)(5)	3,704,610	3,796,283	3,934,061	3,334,546	5,911,334
Assigned(2)(6)	1,680,946	859,917	1,046,323	1,291,383	697,183
Unassigned(2)(7)	8,680,522	12,936,888	16,512,282	20,284,332	23,280,117
Total equity and other credits	$ 18,572,523	$ 21,947,981	$ 25,109,184	$ 27,814,754	$ 32,483,367
Total liabilities, equity and credits	$ 21,343,478	$ 23,944,228	$ 27,493,563	$ 30,402,153	$ 34,054,060

(1) Fiscal Year 2016 amount not available until the close of Fiscal Year 2016 books.

(2) During Fiscal Year 2011 the City implemented Governmental Accounting Standards Board Statement No. 54, under which the City allocates the Fund Balance into five classifications: "Non-spendable," "Restricted," "Committed," "Assigned" and "Unassigned."

(3) For Fiscal Year 2014, "Non-spendable" monies include $27,814 in deposits and $551,894 in Accounts Payable pending at year end.

(4) For Fiscal Years 2014 and 2015, "Restricted" monies include debt service reserves (not spendable).

(5) For Fiscal Years 2014 and 2015, "Committed" monies include designated reserves for various obligations, including capital improvements and litigation settlement obligations.

(6) For Fiscal Year 2014, "Assigned" monies include funds reserved for IT and active purchase orders. For Fiscal Year 2015, "Assigned" monies include funds reserved for vehicle maintenance and replacement and active purchase orders.

(7) For Fiscal Years 2014 and 2015, "Unassigned" monies include the undesignated General Fund reserve. See footnote (6) to Table 2.

Source: Audited Financial Statements for Fiscal Years 2012-2015; unaudited estimated actual results for Fiscal Year 2016.

Management Discussion of Fiscal Year 2017 Budget

Revenues. The City's General Fund revenues are budgeted to increase by almost $1.5 million in Fiscal Year 2017. This increase is due to the growth in tax revenue sources.

Commercial Real Estate

The City owns three commercial properties which it purchased in 2006 with proceeds of the 2006A Certificates and the 2006B Certificates. These properties constitute the Commercial Site, described above under the caption "DESCRIPTION OF THE LEASED PREMISES."

Table 4 below presents the City's Statement of Revenue and Expenses for its commercial real estate fund. Although accounted for separately, such monies are General Fund monies and generally available to pay Lease Payments.

TABLE 4
CITY OF MALIBU
COMMERCIAL REAL ESTATE FUND BUDGETS

	Final Fiscal Year 2015 Budget	*Fiscal Year 2015 Results*	*Final Fiscal Year 2016 Budget*	*Unaudited estimated actual Fiscal Year 2016 Results*	*Adopted Fiscal Year 2017 Budget*
Revenues:					
Rental Income	$ 1,917,387	$ 1,958,960	$ 1,931,735	$ 2,103,900	$ 2,096,219
Other	40,000	71,069	40,000	33,134	50,000
Total Revenues	$ 1,957,387	$ 2,030,029	$ 1,971,735	$ 2,137,034	$ 2,146,219
Expenditures:					
Professional and Contractual Services	$ 142,950	$ 152,871	$ 165,750	$ 152,420	$ 182,750
Repairs and Maintenance	87,500	98,028	146,000	128,950	155,000
Utilities	55,000	50,254	45,000	39,754	45,000
Leasehold Improvements	0	0	85,000	85,000	0
Supplies	2,000	1,258	2,000	0	2,000
Total Expenditures	$ 287,450	$ 302,411	$ 443,750	$ 406,124	$ 384,750

Source: Adopted Budgets of the City for Fiscal Years 2015, 2016 and 2017, Audited Financial Statements for Fiscal Year 2015, unaudited estimated actual results for Fiscal Year 2016.

Property Taxes

Property tax receipts of $11,033,106 provided the largest tax revenue source of the City in Fiscal Year 2016, contributing approximately 53% of General Fund tax revenues and approximately 38% of total General Fund revenues during Fiscal Year 2016. In California, property which is subject to *ad valorem* taxes is classified as "secured" or "unsecured". The secured classification includes property on which any property tax levied by a county becomes a lien on that property. A tax levied on unsecured property does not become a lien against the taxed unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens, arising pursuant to State Law, on the secured property, regardless of the time of the creation of other liens. The valuation of property is determined as of January 1 each year, and installments of taxes levied upon secured property become delinquent on the following April 10th and December 10th. Taxes on unsecured property are due July 1, and become delinquent August 31.

Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications

of property. The exclusive means of forcing the payment of delinquent taxes with respect to property on the secured roll is the sale of the property securing the taxes of the State for the amount of taxes that are delinquent. The taxing authority has four methods of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder's Office in order to obtain a lien on certain property of the taxpayer, and (4) seizure and sale of personal property, improvement or possessory interest belonging or taxable to the assessee.

A ten percent penalty is added to delinquent taxes which have been levied with respect to property on the secured roll. In addition, beginning on the July 1 following a delinquency, interest begins accruing at the rate of 1 1/2% per month on the amount delinquent. Such property may thereafter be redeemed by the payment of the delinquent taxes and the ten percent penalty, plus interest at the rate of 1 1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the county tax collector. A ten percent penalty also applies to the delinquent taxes or property on the unsecured roll, and further, an additional penalty of 1 1/2% per month accrues with respect to such taxes beginning on the varying dates related to the tax billing date.

Legislation enacted in 1984 (Section 25 *et seq.* of the Revenue and Taxation Code of the State of California), provides for the supplemental assignment and taxation of property as of the occurrence of a change in ownership or completion of new construction. Previously, statutes enabled the assessment of such changes only as of the next tax lien date following the change and thus delayed the realization of increased property taxes from the new assessment for up to 14 months. Collection of taxes based on supplemental assessments occurs throughout the year. Taxes due are prorated according to the amount of time remaining in the tax year, with the exception of tax bills dated January 1 through May 31, which are calculated on the basis of the remainder of the current fiscal year and the full 12 months of the next fiscal year.

On November 2, 2004, California voters approved Proposition 1A, which amended the State Constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State may not (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature, or (iv) decrease Vehicle License Fees revenues without providing local governments with equal replacement funding. Beginning in Fiscal Year 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including (a) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (b) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. See "RISK FACTORS—State Budget Information" for information related to the State Budget for Fiscal Year 2016 and its impact on the City's General Fund.

Table 5 below sets forth the secured and unsecured assessed valuations for property in the City for the Fiscal Years 2012 through 2016. The information in Table 5 with respect to Fiscal Years 2012 through 2016 has been provided by County of Los Angeles. Neither the City nor the Underwriter has independently verified the information in Table 5 and do not guarantee its accuracy.

TABLE 5
CITY OF MALIBU
ASSESSED VALUATION
FISCAL YEARS 2012 TO 2016

Fiscal Year	*Local Secured*	*Utility*	*Unsecured*	*Total*
2012	$11,269,571,000	$ --	$38,256,000	$11,307,827,000
2013	11,596,062,000	--	77,765,000	11,673,827,000
2014	12,309,355,000	--	79,812,000	12,389,167,000
2015	12,781,314,000	--	94,771,000	12,876,085,000
2016	13,777,908,000	--	96,722,000	13,874,630,000

Source: County of Los Angeles Assessor.

Table 6 below sets forth property tax collections and delinquencies in the City as of June 30 for Fiscal Years 2012 through 2016.

TABLE 6
CITY OF MALIBU
PROPERTY TAX LEVIES AND COLLECTIONS
FISCAL YEARS 2012 THROUGH 2016

Fiscal Year	*Total Tax Levy*	*Current Tax Collections as of June 30*	*Percent of Levy Collected as of June 30*
2012	$7,538,742	$6,813,687	90.38%
2013	7,801,978	7,567,975	97.00
2014	8,223,383	8,036,592	97.73
2015	8,699,487	8,512,581	97.85
2016	9,425,908	9,208,295	97.70

(1) Includes delinquent taxes from prior Fiscal Years.
Source: City of Malibu

The County has not adopted the "Teeter Plan" alternative method for collection of taxes and, therefore, the receipt of property taxes is subject to delinquencies. Delinquencies in the payment of property taxes could have an adverse effect on the City's ability to make timely debt service payments.

The 10 largest taxpayers in the City as shown on the Fiscal Year 2016 secured tax roll, the land use, the assessed valuation and the percentage of the City's total property tax revenues attributable to each are shown on Table 7 below. The information in Table 7 has been provided by HdL Coren & Cone. Neither the City nor the Underwriter has independently verified the information in Table 7 and do not guarantee its accuracy.

TABLE 7
CITY OF MALIBU
TEN PRINCIPAL TAXPAYERS

	Property Owner	*Land Use*	*2015-16 Assessed Valuation*	*% of Total*[1]
1.	Jamestown Premier Malibu Village LP	Commercial	$ 122,397,600	0.88%
2.	HRL Laboratories LLC	Industrial	104,932,977	0.76%
3.	Malibu Realty LLC	Residential	90,918,091	0.66%
4.	Carbonview Limited LLC	Residential	90,134,877	0.65%
5.	Goldman Sachs Trust	Residential	76,333,495	0.55%
6.	KW Malibu Colony LLC	Commercial	69,361,268	0.50%
7.	Glimcher Properties LP	Cross-Reference	67,231,944	0.48%
8.	Point Dume Limited	Residential	62,267,606	0.45%
9.	2XMD Partners LLC	Residential	60,766,814	0.44%
10.	Pacific Malibu Dume LLC	Residential	60,264,124	0.43%
			$ 804,608,796	5.80%

(1) Based on Fiscal Year 2016 Local Secured Assessed Valuation: $13,777,908,000.
(2) Pending appeals on file.
Source: HdL Coren & Cone.

Sales Taxes

Sales tax receipts of $3,288,986 provide the second largest tax revenue source for the City, contributing approximately 16% of General Fund tax revenues and approximately 11% of total General Fund revenues during Fiscal Year 2016. A sales tax is imposed on retail sales or consumption of personal property. The basic sales tax rate is established by the State Legislature, and local overrides may be approved by voters. The current sales tax rate in the City is 9%.

On March 2, 2004, voters approved a bond initiative formally known as the "California Economic Recovery Act." This act authorized the issuance of $15 billion of Economic Recovery Bonds to finance ongoing State budget deficits, which are payable from a fund established by the redirection of tax revenues known as the "Triple Flip." The State issued $11.3 billion of Economic Recovery Bonds prior to June 30, 2004. Under the "Triple Flip," one-quarter of local governments' one percent share of the sales tax imposed on taxable transactions within their jurisdiction is being redirected to the State. In an effort to eliminate the adverse impact of the sales tax revenue redirection on local government, State legislation provides for certain property taxes to be redirected to local government. Because these property tax monies were previously earmarked for schools, the legislation provides for schools to receive other State general fund revenues. It is expected that the swap of sales taxes for property taxes will terminate once the Economic Recovery Bonds are repaid. See "RISK FACTORS—State Budget Information" herein.

Taxes

Table 8 reflects the breakdown of taxes received by the City, by type of tax, for Fiscal Years 2008 through 2016, and projected tax revenues for Fiscal Year 2017.

TABLE 8
CITY OF MALIBU
TAX REVENUE BY TYPE
FISCAL YEARS 2008 TO 2017

	Fiscal Year 2008	*Fiscal Year 2009*	*Fiscal Year 2010*	*Fiscal Year 2011*	*Fiscal Year 2012*	*Fiscal Year 2013*	*Fiscal Year 2014*	*Fiscal Year 2015*	*Fiscal Year 2016*	*Fiscal Year 2017 Projected*
Secured Property Tax	$5,925,897	$6,442,762	$6,747,077	$6,878,261	$7,091,228	$7,476,337	$8,058,778	$8,403,232	$8,977,405	$8,910,000
Unsecured Property Tax	277,940	331,022	338,043	324,713	327,092	332,645	349,110	361,429	352,196	360,000
Property Tax In Lieu	1,099,116	1,204,446	1,275,850	1,290,881	1,337,075	1,380,351	1,464,935	1,522,509	1,640,580	1,660,000
Sales Tax	2,565,757	2,420,465	2,404,059	2,532,459	2,537,871	2,818,097	3,174,357	3,488,951	3,288,986	3,600,000
Utility User Tax	2,756,725	2,525,131	2,554,173	2,513,765	2,412,941	2,494,211	2,486,714	2,577,494	2,325,326	2,500,000
Transient Occupancy Tax[1]	907,612	1,043,306	1,074,523	1,159,893	1,335,762	1,421,434	1,534,965	1,983,483	2,409,324	2,150,000

(1) In 2009, the City began collecting transient occupancy tax on the short-term rentals of private homes.
Source: City of Malibu.

Services

Fees of $6,253,587 collected for services provided by the City, including, but not limited to, fees for plan checks, issuing of building permits, public works projects and for parks and recreations programs, provided approximately 22% of General Fund revenues during Fiscal Year 2016.

State of California Motor Vehicle In-Lieu Payments

The State imposes a vehicle license fee ("VLF"), which is the portion of the fees paid in lieu of personal property taxes on a vehicle. The vehicle license fee is based on vehicle value and declines as the vehicle ages. Prior to the adoption of the Fiscal Year 2004-05 State Budget, the fee was 2 percent of the value of a vehicle. Through legislation in prior fiscal years, the State enacted vehicle license fee reductions under which the State was required to "backfill" local governments for their revenue losses resulting from the lowered fee. The Fiscal Year 2005 State Budget permanently reduced the vehicle license fee from 2 percent to 0.65 percent and deleted the requirement for backfill payments, providing, instead, that the amount of the backfill requirement will be met by an increase in the property tax allocation to cities and counties. See "RISK FACTORS—State Budget Information."

For Fiscal Year 2016, the City received $5,219 in total VLF, the majority of which will be distributed from property tax receipts. For Fiscal Year 2017, the City has budgeted $0 from VLF, all of which is expected to be received from property tax in lieu payments.

Transient Occupancy Tax

The City also collects a Transient Occupancy Tax on all hotel, motel and lodging bills within the City, including short-term rentals of private homes. Transient Occupancy Tax receipts provided $2,409,324 in Fiscal Year 2016, approximately 8% of the General Fund revenues during Fiscal Year 2016.

Indebtedness

General Obligation Debt. The City currently has no general obligation debt outstanding.

Long Term Debt. As of June 30, 2016, the City had long term debts (other than compensated absences) in the amount of $_____ (including the outstanding principal balance of the Refunded Certificates as of June 30, 2016) and a lease for office equipment, with a balance owed of $100,667:

Certificates of Participation. The 2016 Certificates will refund the 2009A Certificates in the currently outstanding principal amount of $17,270,000, the 2009B Certificates, in the currently outstanding principal amount of $815,000, and the 2010D Certificates, in the current outstanding principal amount of $440,000. Other than compensated absences, the capital lease referenced above and the Refunded Certificates, the City's only remaining long term debt will be:

- $11,940,000 City of Malibu Certificates of Participation 2015A (Taxable) (the "2015A Certificates"), in the outstanding principal amount of $11,360,000;

- $8,895,000 City of Malibu Certificates of Participation 2015B (Tax Exempt) (the "2015B Certificates"), in the outstanding principal amount of $8,775,000; and

Short-Term Debt. The City currently has no short-term debt outstanding.

Estimated Direct and Overlapping Bonded Debt. The estimated direct and overlapping bonded debt of the City as of June 30, 2016 is shown in Table 9 below. The information in Table 9 has been derived from

data assembled and reported to the City by California Municipal Statistics, Inc. Neither the City nor the Underwriter has independently verified the information in Table 9 and do not guarantee its accuracy.

TABLE 9
CITY OF MALIBU
ESTIMATED DIRECT AND OVERLAPPING BONDED DEBT
(as of June 30, 2016)

2015-16 Assessed Valuation: $13,874,630,161

OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable[1]	City's Share of Debt 6/30/16
Los Angeles County Flood Control District	1.111%	$ 140,319
Metropolitan Water District	0.566	525,616
Santa Monica Community College District	29.642	125,603,086
Santa Monica-Malibu Unified School District	29.598	100,403,266
City of Malibu Community Facilities District No. 2006-1	100.	3,520,000
City of Malibu Community Facilities District No. 2012-1	100.	5,330,000[2]
City of Malibu Broad Beach Assessment District	97.253	1,983,961
City of Malibu Assessment District No. 2015-1	100.	6,295,000
Los Angeles County Regional Park and Open Space Assessment District	1.089	551,143
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		$244,352,391
DIRECT AND OVERLAPPING GENERAL FUND DEBT:		
Los Angeles County General Fund Obligations	1.089%	$22,095,926
Los Angeles Superintendent of Schools Certificates of Participation	1.089	86,514
Santa Monica Community College District Certificates of Participation	29.642	4,398,873
Santa Monica-Malibu Unified School District Certificates of Participation	29.598	2,871,450
City of Malibu Certificates of Participation	**100.**	**38,910,000**
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		$68,362,763
SUBTOTAL DIRECT DEBT		**$38,910,000[3]**
SUBTOTAL OVERLAPPING DEBT		$273,805,154
COMBINED TOTAL DEBT		$312,715,154[4]

Ratios to 2015-16 Assessed Valuation:

Overlapping Tax and Assessment Debt	1.76%
Total Direct Debt ($38,910,000)	**0.28%**
Combined Total Debt	2.25%

(1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

(2) To be defeased 9/1/16

(3) Excludes Refunding Certificate of Participation 2015A and a portion of Refunding Certificate of Participation 2015B which are supported by enterprise revenue.

(4) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

Retirement Contributions

Defined Benefit Pension Plan. The City of Malibu's defined benefit pension plan (Miscellaneous Members), provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. The Miscellaneous Plan is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), a *cost-sharing multiple-employer defined benefit plan*, which acts as a common investment and administrative agent for participating public employers within the State of California. CalPERS issues a separate, comprehensive annual financial report that may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California.

The City has a two-tiered plan depending on an employee's entry date into the plan. Plan A is for employees who entered the plan prior to January 1, 2013. Plan B is for employees who enter the plan on or after January 1, 2013 and is in accordance with the Public Employees' Pension Reform Act (PEPRA).

Benefits. All full-time employees of the City participate in this defined benefit plan. A menu of benefit provisions as well as other requirements is established by State statutes within the Public Employees' Retirement Law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance.

Plan A provides 2% of final average compensation per year of service at age 55. The final average compensation is based on the final twelve months of compensation. Plan B provides 2% of final average compensation per year of service at age 62. The final average compensation is based on the final three years of compensation.

Funding Policy.

Employee Portion:

Plan A: As required by City ordinance, the City makes the contributions required of City employees on their behalf and for their account. The employee portion of the rates is set by state statute and, therefore, remains unchanged from year to year at 7% of covered payroll.

Plan B: In accordance with PEPRA, the employee is required to contribute a portion of the expected total normal cost of benefits. For Fiscal Year 2017 this contribution rate is 6.886% of covered payroll.

Employer Portion:

Plan A: The City is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members; the actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The employer contribution is established and may be amended by CalPERS. The required contribution for Fiscal Year 2017 was determined as part of the June 30, 2014 actuarial valuation using the entry age normal actuarial cost method with the contributions determined as a percent of pay. For Fiscal Year 2017, the City's employer contribution rate is 12.595% of covered payroll. On November 10, 2014, the City Council approved Resolution No. 14-66, which established the following limit on the City's contribution for employees participating in Plan A: if the combined Employer and Employee rate for Plan A Employees escalates over 20% of payroll, Plan A Employees will be responsible for paying the contribution amount over 20%.

Plan B: In accordance with PEPRA, the employer is required to contribute a portion of the expected total normal cost of benefits. For Fiscal Year 2017 this contribution rate is 9.558% of covered payroll.

Annual Pension Cost.

The following table provides salary and contribution requirements for Fiscal Years 2013, 2014 and 2015. For Fiscal Years 2013, 2014 and 2015, the required contribution equaled the contribution actually made.

	For the Fiscal Year Ending		
	June 30, 2015	***June 30, 2014***	***June 30, 2013***
Total Payroll Costs	$ 5,670,732	$ 5,532,187	$ 5,375,648
Payroll Costs of Employees Covered by PERS	5,265,616	5,079,849	5,161,345
Contribution Requirements:			
Employee Required Contribution	375,827	372,455	374,709
City Required Contribution	626,812	585,296	569,805
Total Contribution (required and actual)	$ 1,002,639	$ 957,751	$ 944,514
Employee Required Contribution as a Percent of Covered Payroll	7%	7%	7%
City Required Contribution as a Percent of Covered Payroll	12.33%	11.52%	11.04%
Total Contribution as a Percent of all Participating Entities' Contributions	0.13%	0.13%	0.13%
Total Actual Contribution as a Percent of the Required Contribution	100%	100%	100%

Unfunded Liability. CalPERS reports the City's Unfunded Accrued Liability for Plan A as of June 30, 2014 as $2.82 million, reflecting a funded status of 85.3%. The City has no Unfunded Accrued Liability with respect to Plan B.

Defined Contribution Plans. In March 2004, the City adopted a defined contribution pension plan with benefits at retirement for the City Manager and a separate, defined contribution pension plan with benefits at retirement for the City's department heads. The plans were established by City Resolution, may be amended by the City Council, and are administered by the City. In a defined contribution pension plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plans are administered by the City and, as such, the financial statements of the plan are included as pension trust funds within the City's financial statements; no other reports are available for these plans.

City Manager Plan. The plan requires the City to contribute six percent of the City Manager's salary; the City Manager is not allowed to make contributions. The contributions and any interest earned immediately vest in full. Terminated employees are not allowed to participate in the plan; all vested assets of terminated employees are removed and are under the control of the terminated employee. During Fiscal Year 2015, the City contributed $12,376 on behalf of the City Manager, based on a salary of $206,260 for the covered period. There was one covered employee during the year. Assets of the plan totaled $141,460 at June 30, 2015.

Department Head Plan. The plan requires the City to contribute $3,000 annually (or a proportional amount based on the covered time period) on behalf of each member; members are not allowed to make contributions. The contributions and any interest earned immediately vest in full. Terminated employees are not allowed to participate in the plan; all vested assets of terminated employees are removed and are under the control of the terminated employee. During Fiscal Year 2015, the City contributed a total of $17,422 on behalf of the covered employees. There were seven covered employees during the year. Assets of the plan totaled $222,912 at June 30, 2015. Summary financial statements for the two defined contribution plans follow:

City of Malibu
Combining Statement of Net Position - Pension Trust Funds
June 30, 2015

	Department Head Plan	*City Manager Plan*	*Total Pension Trust Funds*
Assets:			
Cash and investments	$ 222,912	$ 141,460	$ 364,372
Net Position:			
Held in trust for pension benefits	$ 222,912	$ 141,460	$ 364,372
Additions:			
Contributions by employer	$ 17,422	$ 12,376	$ 29,798
Investment earnings	8,298	8,406	16,704
Total Additions	25,720	20,782	46,502
Net position - beginning of year	210,682	122,309	332,991
Net position - end of year	$ 222,912	$ 141,460	$ 364,372

Defined Contribution Plan – Administered By Public Agency Retirement System. In January 2007, the City entered into a defined contribution pension plan with Public Agency Retirement System (PARS) for all of its part-time employees. The plan was established by City Resolution and may be amended by the City Council. The plan is administered by PARS; no separate financial statements are available for this plan. Plan investments are reported at fair value and are based on quoted market prices.

In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. All part-time employees are eligible to participate from the date of employment. Federal legislation requires contributions of at least 7.5% to a retirement plan. Plan members are required to contribute 6.2% of their salaries, and the City is required to contribute 1.3% of the members' salaries. The contributions and any interest earned immediately vest in full.

For the year ended June 30, 2015, the City's covered payroll was $262,792 for the 63 employees participating in the plan. The City made employer contributions of $3,416, and employees contributed $16,293. Assets of the plan totaled $104,763 at June 30, 2015.

Defined Contribution Plan – Administered By ICMA Retirement Corporation. In July 2006, the City entered into a defined contribution pension plan with ICMA Retirement Corporation (ICMA) for all of its full-time employees. The plan was established by City Resolution and may be amended by the City Council. The plan is administered by ICMA; no separate financial statements are available for this plan. Plan investments are reported at fair value and are based on quoted market prices.

In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. All full-time employees are eligible to participate from the date of employment. In this defined contribution plan, the City is required to match an employee's contributions to a 457 Deferred Compensation account, up to $50 per pay period; while the City Manager and Department Heads may contribute to this plan, the City does not match their contributions. The contributions and any interest earned immediately vest in full.

The amount contributed by the City immediately goes into an employee's individual account; consequently, the City does not have total plan assets to report. During the year ended June 30, 2015, there were 62 employees participating in the plan. The City made employer contributions of $69,950, and employees contributed $307,341.

Other Post-Employment Benefits

Plan Description. The City contracts with CalPERS for health benefits of its current employees, retirees and their respective dependents. CalPERS requires that participating agencies provide health benefits for retirees if employees are covered under CalPERS for their health insurance. Benefit provisions are established and may be amended by the City Council. The City participates in the California Employer's Retiree Benefit Trust Program (CERBT) Prefunding Plan. CERBT is administered by the CalPERS and is an agent multiple-employer plan. Copies of CalPERS annual financial report may be obtained from their executive office: 400 "P" Street, Sacramento, California 95814.

Eligibility. All employees hired prior to December 1, 2005 who retire from the City can continue to participate in the City's medical plans and will eventually receive 100% employer contribution for health benefits. For Fiscal Year 2015, the City was required to pay 67% to 100% of retirees' health premiums; this percentage will increase by 5% each year until, ultimately, the City will pay 100% of the cost of health care for these retirees. All employees hired on or after December 1, 2005 who retire under CalPERS are eligible to participate in the City's medical plans and to receive 50% employer contribution for health benefits if they meet the following requirements: (1) have a minimum of ten years of state service credit, (2) have a minimum of five years of service performed with the City, and (3) retire from the City. Each additional service credit year after 10 years will increase the City's contribution by 5%, whereby at 20 years of service credit, retiring employees are eligible to receive 100% employer contribution for health benefits.

Membership in the plan consisted of the following at June 30, 2015.

Retirees and survivors receiving benefits	16
Terminated plan members entitled to but not yet receiving benefits	0
Active plan members	68
Total	84

20 active City employees were hired prior to December 1, 2005.

Funding Policy And Annual OPEB Cost. The obligation of the City to contribute to the plan is established and may be amended by the City Council. Employees are not required to contribute to the plan. The City's annual other post-employment benefit (OPEB) cost for the plan is calculated based on the annual required contribution of the employer (ARC). The City has established a policy of contributing 100% of the ARC of the employer. The ARC is an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost (i.e., the value of employer-promised benefits that are expected to be earned or allocated in a year) of each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

Three-Year Trend Information

	Fiscal Year Ending		
	6/30/2015	*6/30/2014*	*6/30/2013*
Annual OPEB cost (AOC)	$ 485,000	$ 558,000	$ 541,000
Actual employer contribution	$ 485,000	$ 558,000	$ 541,000
Percentage of AOC contributed	100%	100%	100%
Net OPEB obligation	$ -	$ -	$ -

Actuarial Methods and Assumptions. Projections of benefits are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits in force at the valuation date and the pattern of sharing benefit costs between the City and the plan members to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed

to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Significant methods and assumptions were as follows:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll
Remaining amortization period	24 years fixed (closed)
Asset valuation method	5-year smoothing with 20% corridor
Actuarial assumptions (each includes an inflation assumption of 3.0%):	
Investment rate of return	7.61%
Projected salary increases	3.25%
Healthcare inflation rate	range from 5.0% to 8.3%

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events in the future. Amounts determined regarding the funded status of the plan and the annual required contributions are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. The required schedule of funding progress which follows is presented as required supplementary information and provides multi-year trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits. The actuarial value of the plan assets is equal to the market value.

Schedule of Three-Year Funding Progress

	Fiscal Year Ending June 30,		
	2015	***2014***	***2013***
Actuarial valuation date	6/30/2013	6/30/2013	6/30/2011
Actuarial value of assets (AVA)	$ 1,736,000	$ 1,736,000	$ 873,000
Actuarial accrued liability (AAL)	$ 3,740,000	$ 3,740,000	$ 3,597,000
Unfunded actuarial accrued liability (UAAL)	$ 2,004,000	$ 2,004,000	$ 2,724,000
Funded ratio (AVA/AAL)	46%	46%	24%
Annual covered payroll	$ 5,327,000	$ 5,327,000	$ 5,262,000
UAAL as a % of covered payroll	38%	38%	52%

Unfunded Liability. The City's Unfunded Accrued Liability as of June 30, 2016 is approximately $2.2 million, pursuant to the Actuarial Study of Retiree Health Liabilities as of June 30, 2015, prepared by Bartel and Associates.

City Investment Policy

The City's statement of Investment Policy rendered to the City Council by the City Treasurer pursuant to Section 53646 of the California Government Code (the "Investment Policy") states that the basic premise underlying the City's investment philosophy is to minimize credit and market risks while maintaining a competitive yield on its portfolio. Hence, safety of principal is the foremost objective of the City, followed by liquidity and yield. Under provisions of the Investment Policy, the City may invest in time deposits, bankers acceptances, U.S. Treasury Bills and notes, governmental agency securities, repurchase agreements, reverse repurchase agreements, commercial paper, medium term notes of corporations operating within the United States rated "A" or better by Standard and Poor's Rating Group or by Moody's Investors Services, and State Local Agency Investment Fund ("LAIF"), which is under the oversight of the State Treasurer. As of June 30, 2016, the City had approximately $28.9 million invested in LAIF and $2.37 million invested in certificates of deposit pursuant to the City's Investment Policy. LAIF has not been rated by any nationally recognized statistical rating organization. See also Appendix B—"THE CITY OF MALIBU AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015—NOTES TO THE FINANCIAL STATEMENTS—Note 2" herein.

Insurance

The City is a member of the California Joint Powers Insurance Authority (the "Authority"). The Authority is composed of 116 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The Authority began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board of Directors operates through a nine-member Executive Committee.

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Retrospective adjustments are scheduled to continue indefinitely on coverage years 2012-13 and prior, until all claims incurred during those coverage years are closed, on a pool-wide basis. This subsequent cost re-allocation among members, based on actual claim development, can result in adjustments of either refunds or additional deposits required. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment.

The total funding requirement for self-insurance programs is estimated using actuarial models and pre-funded through the annual contribution. Costs are allocated to individual agencies based on exposure (payroll) and experience (claims) relative to other members of the risk-sharing pool. Additional information regarding the cost allocation methodology is provided below.

General Liability. In the liability program claims are pooled separately between police and general government exposures. The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. The first layer of losses includes incurred costs up to $30,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. The second layer of losses includes incurred costs from $30,000 to $750,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. Incurred costs from $750,000 to $50 million, are distributed based on the outcome of cost allocation within the first and second loss layers.

For 2015-16 the Authority's pooled retention is $2 million per occurrence, with reinsurance to $20 million, and excess insurance to $50 million. The Authority's reinsurance contracts are subject to the following additional pooled retentions: (a) $2.5 million annual aggregate deductible in the $3 million x/s $2 million layer, and (b) $3 million annual aggregate deductible in the $5 million x/s $10 million layer. There is a third annual aggregate deductible in the amount of $2.5 million in the $5 million x/s $5 million layer, however it is fully covered under a separate policy and therefore not retained by the Authority.

The overall coverage limit for each member, including all layers of coverage, is $50 million per occurrence. Costs of covered claims for subsidence losses have a sub-limit of $30 million per occurrence.

Workers' Compensation. In the workers' compensation program claims are pooled separately between public safety (police and fire) and general government exposures. The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. The first layer of losses includes incurred costs up to $50,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. The second layer of losses includes incurred costs from $50,000 to $100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. Incurred costs from $100,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

For 2015-16 the Authority's pooled retention is $2 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law.

Employer's Liability losses are pooled among members to $2 million. Coverage from $2 million to $5 million is purchased as part of a reinsurance policy, and Employer's Liability losses from $5 million to $10 million are pooled among members.

Pollution Legal Liability Insurance. The City participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City. Coverage is on a claims-made basis. There is a $50,000 deductible. The Authority has a limit of $50 million for the 3-year period from July 1, 2014 through July 1, 2017. Each member of the Authority has a $10 million sub-limit during the 3-year term of the policy.

Property Insurance. The City of Malibu participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City of Malibu property is currently insured according to a schedule of covered property submitted by the City of Malibu to the Authority. City of Malibu property currently has all-risk property insurance protection in the amount of $97,455,000. There is a $5,000 deductible per occurrence except for non-emergency vehicle insurance which has a $1,000 deductible. Premiums for the coverage are paid annually and are not subject to retrospective adjustments.

Earthquake and Flood Insurance. The City purchases earthquake and flood insurance on a portion of its property. The earthquake insurance is part of the property protection insurance program of the Authority. City property currently has earthquake protection in the amount of $57,450,000. There is a deductible of 5% per unit of value with a minimum deductible of $100,000. Premiums for the coverage are paid annually and are not subject to retrospective adjustments.

Crime Insurance. The City purchases crime insurance coverage in the amount of $1,000,000 with a $2,500 deductible. The fidelity coverage is provided through the Authority. Premiums are paid annually and are not subject to retrospective adjustments.

Special Event Tenant User Liability Insurance. The City further protects against liability damages by requiring tenant users of certain property to purchase low-cost tenant user liability insurance for certain activities on agency property. The insurance premium is paid by the tenant user and is paid to the City according to a schedule. The City then pays for the insurance. The insurance is arranged by the Authority.

Adequacy of Protection. During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2015-16.

Fidelity Bonds. The City purchases blanket fidelity bond coverage in the amount of $1,000,000 with a $2,500 deductible. The fidelity coverage is provided through the Authority. Premiums are paid annually and are not subject to retroactive adjustments.

The City also obtains rental interruption insurance from commercial carriers through the Authority, with a self-insured retention of $5,000 and intends to obtain this insurance through the Authority in the amounts required under the Lease. See Appendix C—"SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—INSURANCE."

LIMITATIONS ON TAX REVENUES

There are a number of provisions in the State Constitution that limit the ability of the City to raise and expend tax revenues.

Article XIIIA of the California Constitution

On June 6, 1978, California voters approved an amendment (commonly known as both Proposition 13 and the Jarvis-Gann Initiative) to the California Constitution. This amendment, which added Article XIIIA to the California Constitution, among other things affects the valuation of real property for the purpose of taxation in that it defines the full cash property value to mean "the county assessor's valuation of real property as shown on the 1975/76 tax bill under 'full cash value', or thereafter, the appraised value of real property newly constructed, or when a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data at a rate not to exceed 2% per year, or reduced in the event of declining property value caused by damage, destruction or other factors including a general economic downturn. The amendment further limits the amount of any *ad valorem* tax on real property to one percent of the full cash value except that additional taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978 by two-thirds of the votes cast by the voters voting on the proposition (55% in the case of certain school facilities).

Legislation enacted by the California Legislature to implement Article XIIIA provides that all taxable property is shown at full assessed value as described above. Tax rates for voter approved bonded indebtedness and pension liability are also applied to 100% of assessed value. Redevelopment agencies may capture a significant portion of taxes attributable to the assessed value of real property located within redevelopment project areas of such agencies.

Future assessed valuation growth allowed under Article XIIIA (new construction, change of ownership, 2% annual value growth) is allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts share the growth of "base" revenue from the tax rate area. Each year's growth allocation becomes part of each agency's allocation the following year. Article XIIIA effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, and to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in certain other limited circumstances.

Article XIIIB of the California Constitution

At the statewide special election on November 6, 1979, the voters approved an initiative entitled "Limitation on Government Appropriations" which added Article XIIIB to the California Constitution. Under Article XIIIB, state and local government entities have an annual "appropriations limit" which limits the ability to spend certain moneys which are called "appropriations subject to limitation" (consisting of tax revenues and certain state subventions together called "proceeds of taxes" and certain other funds) in an amount higher than the "appropriations limit." Article XIIIB does not affect the appropriation of monies which are excluded from the definition of "appropriations limit" including debt service on indebtedness existing or authorized as of October 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the "appropriations limit" is to be based on certain 1978-79 expenditures, and is to be adjusted annually to reflect changes in the consumer price index, population and services provided by these entities. Among other provisions of Article XIIIB, if those entities' revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

The City's appropriations limit exceeds its "appropriations subject to limitation" and the City does not expect that it will have to refund revenues in the foreseeable future.

Proposition 62

Proposition 62, which was adopted by the voters at the November 4, 1986 general election, (a) requires that any new or higher taxes for general governmental purposes imposed by local governmental entities such as the City be approved by a two-thirds vote of the governmental entity's legislative body and by a majority vote of the voters of the governmental entity voting in an election on the tax, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local government entity be approved by a two-thirds vote of the voters of the governmental entity voting in an election on the tax, (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax was imposed, (d) prohibits the imposition of ad valorem taxes on real property by local governmental entities except as permitted by Article XIII A of the California Constitution, (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985, be ratified by a majority vote of the voters voting in an election on the tax within two years of the adoption of the initiative or be terminated by November 15, 1988.

On September 28, 1995, the California Supreme Court, in the case of *Santa Clara County Local Transportation Authority v. Guardino*, upheld the constitutionality of Proposition 62. In this case, the court held that a county-wide sales tax of one-half of one percent was a special tax that, under Section 53722 of the Government Code, was invalid without the required two-thirds voter approval. The decision did not address the question of whether or not it should be applied retroactively.

Following the Guardino decision upholding Proposition 62, several actions were filed challenging taxes imposed by public agencies since the adoption of Proposition 62. On June 4, 2001, the California Supreme Court released its decision in one of these cases, *Howard Jarvis Taxpayers Association v. City of La Habra, et al.* In this case, the court held that a public agency's continued imposition and collection of a tax is an ongoing violation upon which the statute of limitations period begins anew with each collection. The court also held that, unless another statute or constitutional rule provided differently, the statute of limitations for challenges to taxes subject to Proposition 62 is three years. Accordingly, a challenge to a tax subject to Proposition 62 may only be made for those taxes received within three years of the date the action is brought. The City believes that it has complied with the requirements of Proposition 62 with respect to its utility tax.

Proposition 218

On November 5, 1996, California voters approved Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. Proposition 218 states that all taxes imposed by local governments are deemed to be either general taxes or special taxes. Special purpose districts, including school districts, have no power to levy general taxes. No local government may impose, extend or increase any general tax unless and until such tax is submitted to the electorate and approved by a majority vote. No local government may impose, extend or increase any special tax unless and until such tax is submitted to the electorate and approved by a two-thirds vote.

Proposition 218 also provides that no tax, assessment, fee or charge may be assessed by any agency upon any parcel of property or upon any person as an incident of property ownership except: (i) the ad valorem property tax imposed pursuant to Article XIII and Article XIIIA of the California Constitution, (ii) any special tax receiving a two-thirds vote pursuant to the California Constitution, and (iii) assessments, fees and charges for property related services as provided in Proposition 218. Proposition 218 then goes on to add voter requirements for assessments and fees and charges imposed as an incident of property ownership, other than fees and charges for sewer, water, and refuse collection services. In addition, all assessments and fees and charges imposed as an incident of property ownership, including sewer, water, and refuse collection

services, are subjected to various additional procedures, such as hearings and stricter and more individualized benefit requirements and findings. The effect of such new provisions will presumably be to increase the difficulty a local agency will have in imposing, increasing or extending such assessments, fees and charges.

Proposition 218 also extended the initiative power to reducing or repealing any local taxes, assessments, fees and charges. This extension of the initiative power is not limited to taxes imposed on or after November 6, 1996, the effective date of Proposition 218, and could result in retroactive repeal or reduction in any existing taxes, assessments, fees and charges, subject to overriding federal constitutional principles relating to the impairments of contracts. Legislation implementing Proposition 218 provides that the initiative power provided for in Proposition 218 "shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after (the effective date of Proposition 218) assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights" protected by the United States Constitution. However, no assurance can be given that the voters of the City will not, in the future, approve an initiative which reduces or repeals local taxes, assessments, fees or charges that currently are deposited into the City's General Fund.

Although a portion of the City's General Fund revenues are derived from general taxes purported to be governed by Proposition 218, all of such taxes were either imposed, extended or increased prior to the effective date of Proposition 218 or in accordance with the requirements of Proposition 218. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges, such as the transient occupancy tax and the utility tax which support the City's General Fund. In Fiscal Year 2017, the City has budgeted to receive approximately $2,150,000 in General Fund revenues (which constitute approximately 8% of General Fund revenues) from the transient occupancy tax and approximately $2,500,000 in General Fund revenues (which constitutes approximately 9% of General Fund revenues) from the utility tax. Both of these taxes, and other local taxes, assessments, fees and charges could be subject to reduction or repeal by initiative under Proposition 218.

Unitary Property

Some amount of property tax revenue of the City is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("unitary property"). Under the State Constitution, such property is assessed by the State Board of Equalization ("SBE") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the City) according to statutory formula generally based on the distribution of taxes in the prior year.

Future Initiatives

Article XIIIA, Article XIIIB and Propositions 62 and 218 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting the City's current revenues or its ability to raise and expend revenues.

RISK FACTORS

The following factors, along with all other information in this Official Statement, should be considered by potential investors in evaluating the 2016 Certificates.

No Pledge of Taxes or Revenues

The obligation of the City to pay the Lease Payments and Additional Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Lease Payments and

Additional Payments does not constitute a debt or indebtedness of the Corporation, the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Although the Lease does not create a pledge, lien or encumbrance upon the funds of the City, the City is obligated under the Lease to pay Lease Payments and Additional Payments from any source of legally available funds (subject to certain exceptions) and the City has covenanted in the Lease that, for as long as the Leased Premises is available for its use and possession, it will make the necessary annual appropriations within its budget for all Lease Payments and Additional Payments. The City is currently liable on other obligations payable from general revenues, including the 2015 Certificates. In the event of a shortfall in revenues, a court might require that the City first set aside revenues to pay the other obligations of the City or to make expenditures necessary to preserve the health and welfare of City residents. See "CITY FINANCIAL INFORMATION — Indebtedness" herein.

Certain taxes, assessments, fees and charges presently imposed by the City, such as the City utility tax and the transient occupancy tax, could be reduced or eliminated by initiative pursuant to Article XIIIC of the State Constitution, and new taxes, assessments fees and charges subject to the voter approval requirements of Article XIIID of the State Constitution may not be approved by voters. The City does not believe that Article XIIIC grants to the voters the power to reduce or repeal local taxes, assessments, fees and charges received by the City to an extent that would prevent the City from performing its existing contractual obligations. However, it is possible that the initiative power could be exercised in a manner that would have a material adverse effect on the financial condition of the City, including its General Fund. Although the City does not currently anticipate that the provisions of Article XIIIC and Article XIIID of the State Constitution would adversely affect its ability to pay the principal of and interest with respect to the 2016 Certificates, as and when due, and its other obligations payable from the General Fund, no assurance can be given regarding the ultimate interpretation or effect of Article XIIIC and Article XIIID of the State Constitution on the City's finances. See "CITY FINANCIAL INFORMATION — Major Revenues" and "LIMITATIONS ON TAX REVENUES — Proposition 218" herein.

Additional Obligations of the City

The City is permitted to enter into other obligations which constitute additional charges against its revenues without the consent of Owners of the 2016 Certificates. To the extent that additional obligations are incurred by the City, the funds available to pay Lease Payments may be decreased.

The Lease Payments and other payments due under the Lease (including payment of costs of repair and maintenance of the Leased Premises, taxes and other governmental charges levied against the Leased Premises) are payable from funds lawfully available to the City. In the event that the amounts which the City is obligated to pay in a fiscal year exceed the City's revenues for such year, the City may choose to make some payments rather than making other payments, including Lease Payments and Additional Payments, based on the perceived needs of the City. The same result could occur if, because of California Constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues or is required to expend available revenues to preserve the public health, safety and welfare.

Default

Whenever any event of default referred to in the Lease happens and continues, the Trustee, as the assignee of the Corporation, is authorized under the terms of the Lease to exercise any and all remedies available pursuant to law or granted pursuant to the Lease; provided, however, that notwithstanding anything therein or in the Trust Agreement to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE LEASE PAYMENTS OR OTHERWISE DECLARE ANY LEASE PAYMENTS NOT THEN DUE OR PAST DUE TO BE IMMEDIATELY DUE AND PAYABLE. NEITHER THE CORPORATION NOR ITS ASSIGNEE SHALL HAVE ANY RIGHT TO REENTER OR

RELET THE LEASED PREMISES EXCEPT FOLLOWING A DEFAULT UNDER THE LEASE. Following an event of default, the Trustee, as the assignee of the Corporation, may elect either to terminate the Lease and seek to collect damages from the City or to maintain the Lease in effect and seek to collect the Lease Payments as they become due. The Lease further provides that so long as an event of default exists under the Lease, the Corporation, or its assignee, may re-enter the Leased Premises for the purpose of taking possession of any portion of the Leased Premises and to re-let the Leased Premises and, in addition, at its option, with or without such entry to terminate the Lease as described therein. See Appendix C — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — LEASE — Remedies On Default."

No assurance can be given that the Trustee will be able to re-let the Leased Premises so as to provide rental income sufficient to pay principal and interest evidenced by the 2016 Certificates in a timely manner or that such re-letting will not adversely affect the exclusion of interest due with respect to the 2016 Certificates from gross income for federal or State income tax purposes. Furthermore, due to the fact that the Leased Premises are needed to provide essential public services to residents of the City, it is not certain whether a court would permit the exercise of the remedies of repossession and re-letting with respect to the Leased Premises.

In the event of a default, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease and the Trustee is not empowered to sell the Leased Premises and use the proceeds of such sale to prepay the 2016 Certificates or pay debt service with respect thereto. The City will be liable only for Lease Payments on an annual basis and, in the event of a default, the Trustee would be required to seek a separate judgment each year for that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in California, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Release or Substitution of Property

The City has the right from time to time to add other real property and improvements (subject only to Permitted Encumbrances) or to substitute other real property or improvements (subject only to Permitted Encumbrances) for all or a portion of the Leased Premises or to release a portion of the real property or improvements constituting the Leased Premises, subject to the conditions precedent to such addition, substitution or release as set forth in the Lease. No addition, substitution or release under the Lease will be, by itself, the basis for any reduction in or abatement of the Lease Payments due from the City thereunder. A release could, however, result in a reduction in the fair rental value of the Leased Premises which would result in less security for the Owners should it be necessary to relet the Leased Premises to cure a default in Lease Payments. See Appendix C — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — COVENANTS WITH RESPECT TO THE PROPERTY — Substitution or Release of the Leased Premises" herein.

In connection with a substitution or release, all interests of the Corporation, and its assignee, in the portion of the Leased Premises released shall terminate and the Corporation and its assignee shall execute and record with the County Recorder of the County all documents deemed necessary by the City to evidence such termination of interest. Upon satisfaction by the City of the conditions set forth in the Lease, the Trustee also will execute a Lease Supplement and will not impose on the City any further conditions or prerequisites to the requested addition, substitution or release. The City will cause the Lease Supplement, or another document substantially in the form of the Lease Supplement, to be recorded in the real property records of the County.

All costs and expenses incurred in connection with such addition, substitution or release will be borne by the City.

Abatement

The City's obligation to make Lease Payments will be subject to full or partial abatement and could result in the Trustee having inadequate funds to pay the principal and interest with respect to the 2016 Certificates under certain circumstances related to damage, destruction, condemnation or title defects which cause a substantial interference with the use and occupancy of the Leased Premises. In addition, if Additional Certificates are sold to finance additional improvements to the Leased Premises, failure to complete the improvements on or before the date to which capitalized interest is funded on the Additional Certificates could incur an abatement and result in the Trustee having inadequate funds to pay the principal and interest with respect to the Certificates and Additional Certificates when due.

Insurance. The Lease obligates the City to obtain and keep in force various forms of insurance to assure the repair or replacement of the Leased Premises in the event of damage or destruction to the Leased Premises (see Appendix C — "SUMMARY OF THE PRINCIPAL LEGAL DOCUMENTS — THE LEASE AGREEMENT — Insurance" herein). The City makes no representation as to the ability of any insurer to fulfill its obligations under any insurance policy provided for in the Lease. In addition, the City is not required under the Lease Agreement to obtain earthquake and flood insurance. The City does currently maintain earthquake and flood insurance with respect to the Leased Premises, but does not make any assurances about its ability or willingness to maintain such insurance in the future.

In the event the Leased Premises are partially or completely damaged or destroyed due to any uninsured or underinsured event, it is likely that Lease Payments will be partially or completely abated. Apart from the proceeds of insurance, the City and the Corporation will have no obligation to expend any funds to repair or replace such damaged or destroyed property. If the Leased Premises so damaged or destroyed are not repaired or replaced within the period during which the proceeds of rental interruption insurance are available, any such abatement could result in the Trustee having insufficient funds to pay the principal of and interest with respect to the 2016 Certificates as scheduled.

See Appendix C — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS — AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS — Abatement of Lease Payments in the Event of Loss of Use" herein.

No Reserve Fund

The City has not established a reserve fund in connection with the issuance of the 2016 Certificates. In the event of abatement, funds available to pay debt service on the 2016 Certificates will be limited to proceeds of insurance (including rental interruption insurance). In addition, if annual appropriations to pay Lease Payments are not made (for example, due to delay in adoption of an annual budget), no funds would be available to pay debt service on the 2016 Certificates until such appropriations were available.

Natural Disasters

In the Letter of Transmittal accompanying its Comprehensive Annual Financial Report attached hereto as Appendix B, the City notes that its financial condition could be adversely impacted by future natural disasters such as floods, fires, landslides and earthquakes. Because of the potential cost to the City of natural disasters, the City has increased the amount of the reserve in its General Fund. A major natural disaster could adversely impact the ability of the City to pay the principal of and interest with respect to the 2016 Certificates as scheduled.

Like many areas of California, the City is subject to seismic activity. According to the Public Safety Element of the City's General Plan, the City is located in a seismically active region and could be impacted by a major earthquake originating from the numerous faults in the area. The City, including the Malibu Civic Center area where the Leased Premises are located, is traversed by the Malibu Coast Fault, which is considered

to be an active fault, and a major earthquake affecting the Los Angeles area could have a significant impact on structures within the City. Seismic hazards encompass potential surface rupture, ground shaking, landslides and liquefaction. The City is not obligated under the Lease to maintain earthquake insurance on the Leased Premises. In the event that any portion of the Leased Premises is destroyed by an earthquake, an abatement could occur and result in the Trustee having inadequate funds to pay the principal and interest with respect to the 2016 Certificates as and when due. The City makes no assurance regarding the City's ability to maintain earthquake insurance in the future.

The City has experienced firestorms in 1993, 1996 and 2007. The City could be affected by future firestorms; however, the City will maintain fire insurance for the Leased Premises as required under the Lease.

Limitations on Remedies; Bankruptcy

The rights of the owners of the 2016 Certificates are subject to the limitations on legal remedies against municipalities in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Additionally, enforceability of the rights and remedies of the owners of the 2016 Certificates, and enforcement of the City's obligations under the Lease, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose and the limitations on remedies against counties in the State. Bankruptcy proceedings under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), which governs the bankruptcy proceedings for public agencies such as the City, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the 2016 Certificates to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights. See "RISK FACTORS — Default" herein.

State Budget Information

The following information concerning the State's budgets has been obtained from publicly available information which the City believes to be reliable; however, the City does not guaranty the accuracy or completeness of this information and has not independently verified such information. Furthermore, it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the 2016 Certificates is payable from the General Fund of the City.

In recent years, when there have been anticipated State budget shortfalls, the Governor of California has proposed, and the State Legislature has approved the shift of property tax revenues from cities, counties and special districts to schools. On January 7, 2016, California Governor Brown released the proposed Fiscal Year 2017 State budget, and the State budget was enacted on June 27, 2016. Although the Fiscal Year 2017 State budget reflects a balanced budget, the Governor's Budget Summary for Fiscal Year 2017 (the "2016-17 Budget Summary") cautions that, since 2000, the State's short periods of balanced budgets have been followed by massive budget shortfalls. The 2016-17 Budget Summary projects that by the end of the year, the State's Rainy Day Fund will have a total balance of $6.7 billion, increasing from a balance of approximately $3.4 million at the end of Fiscal Year 2017. However, the 2016-17 Budget Summary also notes that an economic downturn occurring in the near term could cause budget deficits despite current measures to prepare for such an occurrence. The City cannot predict whether the State will take steps, in response to a future budget shortfall, which would reduce the amount of tax revenue available to the City.

Information about the State budget and State spending is available at various State maintained websites. Text of the 2016-17 Budget Summary, the 2016 State budget and other documents related to the State budget may be found at the website of the State Department of Finance, www.dof.ca.gov. A nonpartisan

analysis of the budget is posted by the Legislative Analyst's Office at www.lao.ca.gov. In addition, various State official statements, many of which contain a summary of the current and past State budgets may be found at the website of the State Treasurer, www.treasurer.ca.gov.

None of the websites or webpages referenced above is in any way incorporated into this Official Statement. They are cited for informational purposes only. The Agency and the Underwriter make no representation whatsoever as to the accuracy or completeness of any of the information on such websites.

THE CORPORATION

The Malibu Public Financing Corporation is a nonprofit public benefit corporation organized to provide assistance to the City and public agencies in the State of California and any other purpose incidental thereto, for the sole purpose of financing, refinancing, constructing, and rehabilitating facilities, land and equipment, and in the sale or leasing of facilities, land and equipment, for the use, benefit and enjoyment of the public served by such agencies. The board of directors of the Corporation is comprised of the members of the City Council of the City.

TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel, under existing statutes, regulations, rulings and judicial decisions, interest due with respect to the 2016 Certificates is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Special Counsel, interest due with respect to the 2016 Certificates is exempt from State of California personal income tax. Special Counsel notes that, with respect to corporations, interest due with respect to the 2016 Certificates is not included as an adjustment in the calculation of alternative minimum taxable income.

The difference between the issue price of a 2016 Certificate (the first price at which a substantial amount of the Certificates of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such 2016 Certificate constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to the owner of the 2016 Certificate before receipt of cash attributable to such excludable income (with respect to the 2016 Certificates). The amount of original issue discount deemed received by the owner of a 2016 Certificate will increase the owner's basis in the 2016 Certificate. In the opinion of Special Counsel original issue discount that accrues to the owner of a 2016 Certificate is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

Special Counsel's opinion as to the exclusion from gross income for federal income tax purposes of constituting interest (and original issue discount) due with respect to the 2016 Certificates is based upon certain representations of fact and certifications made by the City and others and is subject to the condition that the City and the Corporation comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the execution and delivery of the 2016 Certificates to assure that the portion of each Lease Payment constituting interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) due with respect to the 2016 Certificates to be included in gross income for federal income tax purposes retroactive to the date of execution and delivery of the 2016 Certificates. The City and the Corporation have covenanted to comply with all such requirements applicable to each, respectively.

The amount by which a 2016 Certificate Owner's original basis for determining loss on sale or exchange in the applicable 2016 Certificate (generally, the purchase price) exceeds the amount payable on

maturity (or on an earlier call date) constitutes amortizable 2016 Certificate premium, which must be amortized under Section 171 of the Code; such amortizable 2016 Certificate premium reduces the 2016 Certificate Owner's basis in the applicable 2016 Certificate (and the amount of tax-exempt interest received with respect to the 2016 Certificates), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of 2016 Certificate premium may result in a 2016 Certificate Owner realizing a taxable gain when a 2016 Certificate is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the 2016 Certificate to the Owner. Purchasers of the 2016 Certificates should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable 2016 Certificate premium.

An owner who acquires a 2016 Certificate for an amount that is greater than the sum of all amounts payable on the 2016 Certificate after the purchase date other than payments of qualified stated interest will be considered to have purchased such 2016 Certificate at a premium. An owner of a 2016 Certificate generally may elect to amortize such premium using a constant yield method over the remaining term of the 2016 Certificate. Any such election shall apply to all debt instruments (other than debt instruments the interest on which is excludable from gross income) held at the beginning of the first taxable year to which the election applies or thereafter acquired, and is irrevocable without consent of the IRS. Special rules may apply if a 2016 Certificate is subject to call prior to maturity at a price in excess of its redemption price at maturity.

Special Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Special Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Trust Agreement, the Lease, and the Tax Certificate permit certain actions to be taken or to be omitted if a favorable opinion of Special Counsel is provided with respect thereto. Special Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest (and original issue discount) due with respect to any Certificate if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the 2016 Certificates will be selected for audit by the IRS. It is also possible that the market value of the 2016 Certificates might be affected as a result of such an audit of the 2016 Certificates (or by an audit of similar securities).

Although Special Counsel has rendered an opinion that the interest (and original issue discount) due with respect to the 2016 Certificates is excluded from gross income for federal income tax purposes provided that the City and the Corporation continue to comply with certain requirements of the Code, the ownership of the 2016 Certificates and the accrual or receipt of interest (and original issue discount) with respect to the 2016 Certificates may otherwise affect the tax liability of certain persons. Special Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the 2016 Certificates, all potential purchasers should consult their tax advisors with respect to collateral tax consequences with respect to the 2016 Certificates.

The form of Special Counsel's proposed opinion with respect to the 2016 Certificates is attached hereto in Appendix D.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, sale, execution and delivery of the 2016 Certificates are subject to the approval of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel. A complete copy of the proposed form of opinion of Special Counsel is contained in Appendix D hereto. Special Counsel has not undertaken any responsibility to the Owners for the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the 2016 Certificates and expresses no opinion relating thereto. Certain legal matters will be passed

upon for the City and the Corporation by the City Attorney and by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel, and for the Trustee by its counsel. Compensation of Special Counsel is contingent upon the execution and delivery of the 2016 Certificates.

Special Counsel represents the City in connection with the execution and delivery of the 2016 Certificates. From time-to-time Special Counsel represents the Underwriter in connection with other financings and matters unrelated to the 2016 Certificates. Special Counsel does not represent the Underwriter or any other party with respect to the execution and delivery of the 2016 Certificates other than the City.

LITIGATION

To the best knowledge of the City, there is no action, suit or proceeding known to be pending, or threatened, restraining or enjoining the execution or delivery of the 2016 Certificates, the Trust Agreement, the Lease, the Assignment Agreement or any other document relating to the 2016 Certificates, or in any way contesting or affecting the validity of the foregoing.

There are a number of lawsuits and claims pending against the City. In the opinion of the City, such suits and claims as are presently pending will not have a material adverse affect on the ability of the City to make Lease Payments.

RATING

S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P") has assigned the rating of "___" to the 2016 Certificates. Such rating reflects only the views of such organization and any desired explanation of the significance of such rating should be obtained from S&P, at the following address: Standard & Poor's Corporation, 55 Water Street, New York, New York 10041. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2016 Certificates.

UNDERWRITING

The 2016 Certificates were sold to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") at negotiated sale. The 2016 Certificates are being purchased by the Underwriter for $_____ (representing the par amount of the 2016 Certificates, less net original issue discount of $_____, less an underwriter's discount of $_____). The Underwriter is committed to purchase all of the 2016 Certificates if any are purchased. The Underwriter may offer and sell the 2016 Certificates to certain dealers (including dealers depositing 2016 Certificates into investment trusts) and others at prices lower than the offering prices stated on the cover of this Official Statement. After the initial public offering, the public offering prices of the 2016 Certificates may be changed from time to time by the Underwriter.

CONTINUING DISCLOSURE

The City has agreed to execute a Continuing Disclosure Agreement (the "Disclosure Agreement") in connection with the delivery of the 2016 Certificates for the benefit of the Underwriter, holders and beneficial owners of the 2016 Certificates to provide certain financial information and operating data relating to the City by the April 1 following the end of the City's fiscal year (the "Annual Report") and to provide notices of the occurrence of certain enumerated events (the "Listed Events"). The Annual Reports will be filed on behalf of the City by U.S. Bank National Association (the "Dissemination Agent") with the Municipal Securities Rulemaking Board (the "Repository"). Notices of Listed Events will be filed by the Dissemination Agent with the Repository. The specific nature of the information to be included in the Annual Report and the notices of

Listed Events is set forth in APPENDIX F—"FORM OF CITY CONTINUING DISCLOSURE AGREEMENT." The City has agreed to execute the Disclosure Agreement in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"). See APPENDIX F—"FORM OF CONTINUING DISCLOSURE AGREEMENT."

It should be noted that the City is required to file certain financial statements with the Annual Report. This requirement has been included in the Disclosure Agreement solely to satisfy the provisions of the Rule. The inclusion of this information does not mean that the 2016 Certificates are secured by any resources or property of the City other than the Lease Payments and amounts pledged under the Trust Agreement. It should also be noted that the list of significant events which the City has agreed to report includes items related to credit enhancements and ratings. These items have been included in the list solely to satisfy the requirements of the Rule. The 2016 Certificates have not been assigned a credit rating and have no credit enhancement.

Within the past five years, the City has not failed to comply in all material respects with any previous undertaking with regard to the Rule to provide annual reports or notices of Listed Events. Notwithstanding the foregoing, on more than one occasion, certain of the City's filings were missing certain tabular financial information which was subsequently filed with the Repository. [To be updated/confirmed] The full text of the Disclosure Agreement is set forth in Appendix F.

FINANCIAL STATEMENTS OF THE CITY

Included herein as Appendix B are the audited financial statements of the City as of and for the year ended June 30, 2015, together with the report thereon dated December 22, 2015 of Lance Soll & Lunghard LLP, Certified Public Accountants (the "Auditor"). Such audited financial statements have been included herein in reliance upon the report of the Auditor. The Auditor has not undertaken to update the audited financial statements of the City or its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated December 22, 2015.

MISCELLANEOUS

Included herein are brief summaries of certain documents and reports, which summaries do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or Owners of any of the 2016 Certificates.

The execution and delivery of this Official Statement has been duly authorized by the City.

CITY OF MALIBU

By: _____
City Manager

APPENDIX A

ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY OF MALIBU

This appendix sets forth general information about the City of Malibu ("Malibu") including information with respect to its finances. The following information concerning Malibu, the County of Los Angeles (the "County") and the State of California (the "State") is included only for general background purposes. It is not intended to suggest that the 2016 Certificates are payable from any source other than Lease Payments.

General Description

Malibu was incorporated on March 28, 1991. Located in northwest Los Angeles County, Malibu has 21 miles of coastline along the Pacific Ocean and encompasses over 20 square miles. Malibu operates under a Council-Manager form of government and provides the following services: public safety, community services, engineering services, planning services, public works and general administrative services. With a 2016 estimated population of 12,706, Malibu has over 10 million visitors each year.

Malibu is a predominantly residential community that has become a haven for those seeking to escape the urban life of Los Angeles. Its small commercial sectors of many quaint shops and restaurants welcome locals and visitors alike.

Population

The population of Malibu, the County and the State is shown below for calendar years 2011 through 2016.

City of Malibu, County of Los Angeles and State of California
Population Estimates

Year (January 1)	*City of Malibu*	*County of Los Angeles*	*State of California*
2011	12,689	9,874,887	37,536,835
2012	12,678	9,956,722	37,881,357
2013	12,585	10,023,753	38,239,207
2014	12,632	10,093,053	38,567,459
2015	12,643	10,155,069	38,907,642
2016	12,706	10,241,335	39,255,883

Source: State of California, Department of Finance, *E-4 Population Estimates for Cities, Counties, and the State, 2011-2016, with 2010 Census Benchmark.* Sacramento, California, May 2016.

Building Activity

Residential building activity for the past five calendar years for Malibu is shown in the following tables.

City of Malibu
New Housing Units Building Permits

	2011	*2012*	*2013*	*2014*	*2015*
Single Family Units	20	17	10	10	17
Multifamily Units	0	0	0	0	0
Total Units	20	17	10	10	17

Source: Construction Industry Research Board.

City of Malibu
Building Permit Valuations

	2011	*2012*	*2013*	*2014*	*2015*
Residential					
New Single Family	$ 24,602,304	$ 17,400,212	$ 13,241,469	$ 12,193,000	$ 16,935,000
New Multifamily	--	--	--	--	--
Res. Alt. & Adds	23,561,200	8,294,700	20,910,055	11,195,090	5,358,770
Total Residential	$ 48,163,504	$ 25,694,912	$ 34,151,524	$ 23,388,090	$ 22,293,770
Nonresidential					
New Commercial	$ 3,397,248	$ 405,000	$ 360,000	$ 80,000	$ 4,400,000
New Industrial	--	--	--	--	--
New Other[1]	4,536,956	6,350,512	5,349,214	2,307,300	1,800,150
Alters. & Adds.	3,014,374	1,476,621	18,666,761	2,276,000	670,000
Total Non-Residential	$ 10,948,578	$ 8,232,133	$ 24,375,975	$ 4,663,300	$ 6,870,150
Total All Building	$ 59,112,082	$ 33,927,054	$ 58,527,499	$ 28,051,390	$ 29,163,920

(1) Includes churches and religious buildings, hospitals and institutional buildings, schools and educational buildings, residential garages, public works and utilities buildings and other non-residential buildings.

Note: "Total All Building" is the sum of Residential and Nonresidential Building Permit Valuations. Totals may not add to sums because of independent rounding.

Source: Construction Industry Research Board.

Employment

The following table summarizes the labor force, employment and unemployment figures over the period 2011 through 2015 for Malibu, the County, the State and the United States.

Malibu, Los Angeles County, State of California and United States
Labor Force, Employment and Unemployment Yearly Average

Year and Area	*Labor Force*	*Employment*[2]	*Unemployment*[3]	*Unemployment Rate*
2011				
City of Malibu	5,900	5,500	400	7.2%
Los Angeles County	4,928,500	4,327,900	600,500	12.2
California	18,415,100	16,258,100	2,157,000	11.7
United States	153,617,000	139,869,000	13,747,000	8.9
2012				
City of Malibu	5,900	5,600	400	6.4%
Los Angeles County	4,921,800	4,385,300	536,500	10.9
California	18,551,400	16,627,800	1,923,600	10.4
United States	154,975,000	142,469,000	12,506,000	8.1
2013				
City of Malibu	6,100	5,700	300	5.7%
Los Angeles County	4,979,000	4,494,400	484,600	9.7
California	18,670,100	17,001,000	1,669,000	8.9
United States	155,389,000	143,929,000	11,460,000	7.4
2014				
City of Malibu	6,100	5,800	300	4.8%
Los Angeles County	5,025,900	4,611,500	414,300	8.2
California	18,811,400	17,418,000	1,409,900	7.5
United States	155,922,000	146,305,000	9,617,000	6.2
2015				
City of Malibu	6,100	5,900	200	3.9%
Los Angeles County	5,011,700	4,674,800	336,900	6.7
California	18,981,800	17,798,600	1,183,200	6.2
United States	157,130,000	148,834,000	8,296,000	5.3

Note: Data is not seasonally adjusted.
(1) Annual averages, unless otherwise specified.
(2) Includes persons involved in labor-management trade disputes.
(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

(1) Includes persons involved in labor-management trade disputes.
(2) Includes all persons without jobs who are actively seeking work.
(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.
(4) Not strictly comparable with data for prior years
Source: State of California Employment Development Department, Labor Market Information Division, based on March 2015 benchmark and U.S. Department of Labor, Bureau of Labor Statistics.

Los Angeles-Long Beach-Glendale Metropolitan Division, which includes Malibu, civilian labor force and wage and salary employment figures for calendar years 2011 through 2015 are shown in the following table. These figures are county-wide statistics and may not necessarily accurately reflect employment trends in Malibu.

Los Angeles-Long Beach-Glendale Metropolitan Division
Industry Employment & Labor Force - by Annual Average

Category	*2011*	*2012*	*2013*	*2014*	*2015*
Total Farm	5,600	5,400	5,500	5,200	5,000
Total Nonfarm	3,945,700	4,036,000	4,112,700	4,189,000	4,274,200
Total Private	3,380,200	3,479,100	3,561,400	3,632,800	3,707,800
Goods Producing	476,000	480,800	488,800	488,000	490,800
Natural Resources and Mining	4,100	4,300	4,500	4,300	3,900
Construction	105,100	109,200	116,200	119,600	126,100
Manufacturing	366,900	367,400	368,200	364,100	360,800
Durable Goods	204,200	204,300	204,300	202,900	202,400
Nondurable Goods	162,800	163,100	163,800	161,300	158,400
Service Providing	3,469,700	3,555,200	3,623,900	3,701,000	3,783,400
Private Service Providing	2,904,200	2,998,400	3,072,600	3,144,800	3,217,000
Trade, Transportation and Utilities	750,600	767,400	781,800	798,800	817,800
Wholesale Trade	205,800	211,900	218,700	222,500	227,000
Retail Trade	393,000	400,900	405,600	413,000	420,500
Transportation, Warehousing and Utilities	151,800	154,500	157,500	163,400	170,400
Information	192,000	191,500	196,400	198,000	202,700
Financial Activities	210,100	212,400	213,000	211,100	214,200
Professional and Business Services	542,500	570,100	593,200	599,100	600,300
Educational and Health Services	677,300	699,500	702,100	720,700	742,200
Leisure and Hospitality	394,700	415,800	440,500	466,600	488,100
Other Services	137,000	141,700	145,700	150,500	151,700
Government	565,500	556,800	551,200	556,200	566,400
Total, All Industries	3,951,300	4,041,400	4,118,100	4,194,200	4,279,200

Note: The "Total, All Industries" data is not directly comparable to the employment data found herein.
Source: State of California, Employment Development Department, Labor Market Information Division, Los Angeles-Long Beach-Glendale Metropolitan Division, Industry Employment & Labor Force - by Annual Average, March 2015 Benchmark.

Sales Taxes

The following table shows taxable transactions in Malibu by type of business during calendar years 2010 through 2014. A summary of historic taxable transactions for Malibu is shown in the following table.

City of Malibu
Taxable Transactions[1]
(Dollars in thousands)

	2010	*2011*	*2012*	*2013*	*2014*
Apparel Stores	$32,594	$34,222	$33,058	$35,197	$38,222
General Merchandise	#	3,445	#	#	#
Food Stores	21,869	20,540	21,972	23,572	26,598
Eating and Drinking Places	72,196	78,006	87,264	102,683	120,037
Home Furnishings/Appliances	2,756	3,060	3,056	4,005	4,782
Building Material	3,961	2,789	5,837	8,326	7,073
Auto Dealers and Supplies	#	#	#	#	#
Service Stations	25,921	29,457	32,599	34,724	34,543
Other Retail Stores	30,650 #	27,302 #	33,361 #	34,348 #	37,546 #
All Other Outlets	22,932	29,021	26,987	28,724	27,406
Total All Outlets	$212,880	$227,842	$244,135	$271,580	$296,208

(1) Due to confidentiality issues, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

Sales omitted because their publication would result in the disclosure of confidential information. These are included with "Other Retail Stores" when possible.

Note: Detail may not compute to total due to rounding.

Source: State Board of Equalization and the City.

Education

Public educational instruction from kindergarten through high school is provided by the Santa Monica-Malibu Unified School District. The District administers ten elementary schools, two junior high schools and two senior high schools. Santa Monica College is a two year community college located in Santa Monica. Pepperdine University (located just outside the City limits) is an independent, medium-sized university enrolling approximately 8,300 students in five colleges and schools. Seaver College, the School of Law, the Graduate School of Education and Psychology, the Graziadio School of Business and Management and the School of Public Policy are located on Pepperdine University's 830-acre campus overlooking the Pacific Ocean just outside of the Malibu border. There are several universities or colleges within 30 minutes commuting distance from Malibu in the Los Angeles Metropolitan Area.

Community Facilities

There are two daily and two weekly newspapers published and circulated in Malibu. Malibu has one public library.

Recreational facilities within or near Malibu include Leo Carrillo State Park, Malibu Creek State Park, Santa Monica Mountains National Recreation Area, Solstice Canyon Park, Malibu Bluffs Park, Charmlee Nature Center, Trancas Canyon Park and Las Flores Creek Park. Malibu has 21 miles of coastline, including 12 public beaches that host more than 10 million visitors a year.

Transportation

California Route 1 provides full access from Malibu west to Los Angeles and east to Ventura and there are three major access routes through the Santa Monica Mountains to U.S. Highway 101.

Daily bus connections serve Malibu. Los Angeles International Airport is approximately thirty minutes to the southeast of Malibu.

Utilities

Electric power is provided by Southern California Edison. Natural Gas is provided by The Gas Company. Verizon provides telephone service to the area. Los Angeles County Water District #29 provides water services. Los Angeles County also administers several community-based wastewater treatment facilities within Malibu.

APPENDIX B

THE CITY OF MALIBU AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015

[TO BE INSERTED BY SPECIAL COUNSEL]

APPENDIX C

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

[TO COME]

APPENDIX D

FORM OF LEGAL OPINION

Upon the execution and delivery of the 2016 Certificates, Stradling Yocca Carlson & Rauth, a Professional Corporation, Special Counsel, proposes to render its final approving opinion in substantially the following form:

[Closing Date]

City Council
City of Malibu
Malibu, California

Re: $_____ City of Malibu Certificates of Participation 2016A

Ladies and Gentlemen:

We have reviewed the Constitution and the laws of the State of California and certain proceedings taken by the City of Malibu (the "City") in connection with the authorization, execution and delivery by the City of that certain Lease/Purchase Agreement, dated as of October 1, 2016 (the "Lease"), by and between the Malibu Public Financing Corporation (the "Corporation") and the City. We have also reviewed that certain Trust Agreement, dated as of October 1, 2016 (the "Trust Agreement"), by and among U.S. Bank National Association, as trustee (the "Trustee"), the Corporation and the City. In rendering this opinion, we also have relied upon certain representations of fact and certifications made by the Corporation and the City, the initial purchaser of the Certificates (defined below) and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us. All capitalized terms used herein shall have the meaning given them in the Trust Agreement unless otherwise defined.

Pursuant to the Trust Agreement, the Trustee has agreed to execute and deliver the $_____ City of Malibu Certificates of Participation 2016A (the "Certificates") evidencing undivided proportionate interests of the owners of the Certificates in certain lease payments (the "Lease Payments") to be made by the City pursuant to the Lease. Pursuant to that certain Assignment Agreement, dated as of October 1, 2016 (the "Assignment Agreement"), the Corporation has assigned to the Trustee the Corporation's right to receive Lease Payments from the City under the Lease.

The Certificates are dated their date of delivery. The Certificates mature on the dates and in the amounts set forth in the Trust Agreement. Interest due with respect to the Certificates is payable on the dates and at the rates per annum set forth in the Trust Agreement.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The obligation of the City to pay Lease Payments in accordance with the terms of the Lease is a valid and binding obligation payable from the funds of the City lawfully available therefore, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against municipalities in the State of California. The obligation of the City to make Lease Payments under the Lease does not constitute a debt of the City, the State of California or any political subdivision thereof within the

meaning of any statutory or constitutional debt limitation or restriction and does not constitute a pledge of the faith and credit or taxing power of the City, the State of California or any political subdivision thereof.

(2) The Lease and the Trust Agreement have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City enforceable against the City in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against municipalities in the State of California, except that we express no opinion as to any provisions in the Lease or the Trust Agreement with respect to indemnification, penalty, contribution, choice of law, choice of forum or waiver.

(3) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations and with respect to corporations will not be included as an adjustment in the calculation of alternative minimum taxable income.

(4) Interest (and original issue discount) with respect to the Certificates is exempt from personal income taxes imposed in the State of California.

(5) The difference between the issue price of a Certificate (the first price at which a substantial amount of the Certificates of a maturity are to be sold to the public) and the stated prepayment price at maturity with respect to such Certificate constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Certificate owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Certificate owner will increase the Certificate owner's basis in the applicable Certificate. Original issue discount that accrues to a Certificate owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals or corporations (as described in paragraph (3) above) and is exempt from State of California personal income tax.

(6) The amount by which a Certificate owner's original basis for determining loss on sale or exchange in a Certificate (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Certificate premium, which must be amortized under Section 171 of the Code; such amortizable Certificate premium reduces the Certificate owner's basis in the applicable Certificate (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Certificate premium may result in a Certificate owner realizing a taxable gain when a Certificate is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Certificate to the owner.

The opinions expressed in paragraphs (3) and (5) are subject to the condition that the City and the Corporation comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the delivery of the Certificates to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) with respect to the Certificates to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Certificates. The City and the Corporation have covenanted to comply with all such requirements.

Except as expressly set forth in paragraphs (3), (4), (5) and (6) we express no opinion regarding any tax consequences with respect to the Certificates.

Certain agreements, requirements and procedures contained or referred to in the Trust Agreement, the Tax Certificate executed by the City and other documents related to the Certificates may be changed and certain actions may be taken or omitted, under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax-exempt obligations. We express no opinion as to the effect on the tax consequences on and after the date on which any such change occurs or action is taken or omitted upon advice or approval of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

We have not made or undertaken to make an investigation of the state of title to any of the real property described in the Lease, the Site Lease and the Assignment Agreement or of the accuracy or sufficiency of the description of such property contained therein, and we express no opinion with respect to such matters.

We are admitted to the practice of law only in the State of California and our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

The opinions expressed herein are based upon our analysis and interpretation of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Certificates terminates on the date of their execution and delivery.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Certificates and expressly disclaim any duty to advise the owners of the Certificates with respect to matters contained in the Official Statement.

Respectfully submitted,

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

[TO BE INSERTED BY SPECIAL COUNSEL]

APPENDIX F

DTC BOOK-ENTRY SYSTEM

The information in this Appendix D concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the 2016 Certificates, payment of principal, premium, if any, accreted value, if any, and interest on the 2016 Certificates to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the 2016 Certificates and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2016 Certificates. The 2016 Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each annual maturity of the 2016 Certificates, each in the aggregate principal amount of such annual maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Notes Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Notes and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of 2016 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2016 Certificates on DTC's records. The ownership interest of each actual purchaser of each 2016 Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2016 Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2016 Certificates, except in the event that use of the book-entry system for the 2016 Certificates is discontinued.

To facilitate subsequent transfers, all 2016 Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2016 Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2016 Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2016 Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2016 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2016 Certificates, such as prepayments, tenders, defaults, and proposed amendments to the 2016 Certificate documents. For example, Beneficial Owners of 2016 Certificates may wish to ascertain that the nominee holding the 2016 Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the 2016 Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2016 Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2016 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Prepayment proceeds, distributions, and dividend payments on the 2016 Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee; disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2016 Certificates at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2016 Certificate certificates are required to be printed and delivered and the registration and transfer provisions of the Trust Agreement will apply.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2016 Certificate certificates will be printed and delivered to DTC and the registration and transfer provisions of the Trust Agreement will apply.

RECORDING REQUESTED BY:
City of Malibu

AND WHEN RECORDED MAIL TO:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Brian P. Forbath, Esq.

[Space above for Recorder's use.]

This document is recorded for the benefit of the City of Malibu and recording is fee-exempt under §27383 of the Government Code.

SITE LEASE

by and between

CITY OF MALIBU

and

MALIBU PUBLIC FINANCING CORPORATION

Dated as of October 1, 2016

Relating to

$_____
CITY OF MALIBU
CERTIFICATES OF PARTICIPATION 2016A

ATTACHMENT 3

SITE LEASE

This SITE LEASE, dated as of October 1, 2016, by and between the CITY OF MALIBU, a municipal corporation and a general law city duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), and the MALIBU PUBLIC FINANCING CORPORATION, a 501(c)(4) nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation");

WITNESSETH:

WHEREAS, the Corporation has agreed to enter into this Site Lease (the "Site Lease") with the City wherein the City will lease the real property described in Exhibit A hereto and the existing improvements thereon (the "Leased Premises") to the Corporation; and

WHEREAS, the Corporation intends to lease back to the City the Leased Premises pursuant to a Lease/Purchase Agreement to be executed and entered into as of the date hereof (the "Lease"); and

WHEREAS, by resolutions the City and the Corporation have agreed to execute this Site Lease, and to deliver it upon performance and compliance by each party with all terms or conditions of this Site Lease to be performed concurrently herewith, including, without limitation, the delivery of the City of Malibu Certificates of Participation 2016A (the "Certificates") executed and delivered pursuant to a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), by and among the City, the Corporation, and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Site Lease.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Definitions. All terms not otherwise defined herein shall have the definitions given such terms in the Trust Agreement.

Section 2. The Leased Premises. The City hereby leases to the Corporation and the Corporation hereby leases from the City, on the terms and conditions hereinafter set forth, the Leased Premises; provided that the Lease is duly executed and delivered by the parties hereto simultaneously herewith.

Section 3. Term. The term of this Site Lease shall commence as of the date of execution hereof and shall remain in effect until the later of November 1, 2046 or the Term, as defined in the Lease, expires as provided therein, unless such term is sooner terminated as hereinafter provided; provided, however, that in the event of a default by the City under the Lease and the Corporation's

election to terminate the Lease under Section 9.2(b) thereof, the term of this Site Lease shall not terminate until such time as all amounts payable by the City under the Lease and the Trust Agreement have been paid in full.

Section 4. Rental. The Corporation, and any assignee or successor in interest of the Corporation under this Site Lease, shall pay to the City a single rental payment of $_____, from proceeds of sale of the Certificates, by causing such amount to be deposited to the Project Fund, the Escrow Fund and the Lease Payment Fund under and as further specified in the Trust Agreement.

Section 5. Purpose. The Corporation shall use the Leased Premises solely for the purpose of leasing back such Leased Premises to the City pursuant to the Lease and for such purposes as may be incidental thereto; provided, that in the event of default by the City under the Lease or termination pursuant thereto, the Corporation may exercise the remedies of repossession of the Leased Premises, as provided in the Lease.

Section 6. Interest in Leased Premises. The City warrants and covenants that it has sufficient interest in the Leased Premises to lease it hereunder. In the event of a title defect in the Leased Premises that impairs the right to use and occupy the Leased Premises, the City covenants that it will exercise its power, including but not limited to, its condemnation powers to the extent permitted by law, to obtain the necessary rights in the Leased Premises and to cure such defect and limitation of the right to use and occupancy.

Section 7. Assignments and Subleases. The City acknowledges and affirms the assignment by the Corporation of its rights under this Site Lease to the Trustee, under the terms of the Assignment Agreement dated as of the date hereof, for the benefit of the Owners of the Certificates. This Site Lease may also be assigned and the Leased Premises subleased, as a whole or in part, by the Corporation without necessity of obtaining the consent of the City, if any event of default occurs under the Lease.

Section 8. Termination. The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Premises in the same good order and condition as the same was in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Leased Premises at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the City.

Upon the exercise by the City of its option to purchase a portion of the Leased Premises, as set forth in Section 7.3 of the Lease and upon payment therefor, a corresponding portion of the Leased Premises may be released from this Site Lease.

Upon payment by the City of all Lease Payments and all Additional Payments due during the term of the Lease, as provided for in Article IV thereof, the term of this Site Lease shall terminate.

Under no circumstances may the City terminate this Site Lease as a remedy for a default by the Corporation in the performance of any obligation of the Corporation hereunder.

Section 9. Quiet Enjoyment. The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Premises; provided, however, that the City shall have the right to demolish some or all of the existing improvements on

the Leased Premises in order to complete the Project or to replace or renovate some or all of the existing improvements with new improvements of equivalent or greater value.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following written notice and demand for correction thereto by the City, the City may exercise any and all remedies granted by law; provided, however, that no merger of this Site Lease and the Lease shall be deemed to occur as a result thereof and, so long as any Certificates and Additional Certificates are outstanding, the Site Lease shall not be terminated except as provided in Section 8 hereof.

Section 11. Taxes. Subject to the provisions of Section 7.7 of the Lease, the City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Premises.

Section 12. Eminent Domain. In the event the whole or any part of the Leased Premises is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of unpaid Lease Payments and all Additional Payments due the Corporation under the Lease.

Section 13. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 15. Representatives. Whenever under the provisions of this Site Lease the approval of the Corporation or the City is required, or the Corporation or the City is required to take some action at the request of the other, such approval or such request shall be given for the City by the City Manager or the Assistant City Manager, or their written designees, as representative, and for the Corporation by its President, Vice-President, Secretary, Assistant Secretary or Treasurer, or their written designees, as representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 16. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope of intent of any provision or Section of this Site Lease.

Section 17. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 18. Amendments. This Site Lease may be amended in writing as may be mutually agreed by the City and the Corporation; provided, however, that no such amendment which materially adversely affects the rights of the Owners of the Certificates and any Additional

Certificates shall be effective unless it shall have been consented to by the Trustee and the Owners of a majority in aggregate principal amount of the Certificates then Outstanding.

Section 19. Incorporation. This Site Lease shall be subject to all the terms and conditions of the Lease.

Section 20. Warranties of the City as to the Leased Premises. The City covenants and warrants to the Corporation that:

(a) except for Permitted Encumbrances, the Leased Premises is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the financing as contemplated by the Lease;

(b) all taxes, assessments, or impositions of any kind with respect to the Leased Premises, except current taxes, have been paid in full;

(c) the Leased Premises is properly zoned for its intended purposes; and

(d) the Leased Premises is necessary to the City in order for the City to perform its governmental functions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Site Lease to be executed by their duly authorized officers as of the date and year first above written.

CITY OF MALIBU

[SEAL]

By: _____
Its: Mayor

ATTEST:

_____
City Clerk

MALIBU PUBLIC FINANCING CORPORATION

By: _____
Its: President

ATTEST:

_____
Secretary

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Leased Premises conveyed under the foregoing to the Malibu Public Financing Corporation (the "Corporation"), a 501(c)4 nonprofit public benefit corporation duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Corporation, pursuant to authority conferred by resolution of the said Corporation adopted on September 26, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2016

MALIBU PUBLIC FINANCING CORPORATION

By: _____
Its: President

[SEAL]

ATTEST:

_____
Secretary

EXHIBIT A

DESCRIPTION OF THE LEASED PREMISES

Real property in the City of Malibu, County of Los Angeles, State of California, described as follows:

PARCEL 1:

A PARCEL OF LAND IN THE CITY OF MALIBU, BEING THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN . BOOK 1 PAGES 407, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 27 OF RECORD OP SURVEY FILED IN BOOK '58 PAGES 46 TO 48 INCLUSIVE OF SURVEYS, SAID MOST SOUTHERLY CORNER BEING ALSO THE NORTHERLY END OF THAT LINE IN THE WESTERLY BOUNDARY OF THE LAND. DESCRIBED IN THE DEED To FRANK K. LYONS,• ET AL., RECORDED IN BOOK 20058 PAGE 215, OFFICIAL RECORDS, AS HAVING A BEARING AND LENGTH OF NORTH 13°52'05" WEST 1190.70. FEET; THENCE ALONG THE LAST MENTIONED BOUNDARY, SOUTH 13052'05" EAST 146.10 FEET, THENCE SOUTH 76°17'53" WEST 175.14 FEET; THENCE SOUTH 68°55'15" WEST 319.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10°36'05" WEST 746.16 FEET; THENCE NORTH 86°34'55" WEST 178.23 FEET, THENCE NORTH 42°49'35" WEST 289.20 FEET; THENCE SOUTH 53°24'15" WEST 273.48 FEET; THENCE SOUTH 27°44'28" EAST 1009.89 FEET; THENCE NORTH 68°55'15" EAST 280 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF THE ABOVE DESCRIBED. PARCEL LYING SOUTHERLY, WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ABOVE DESCRIBED PARCEL THAT IS DISTANT THEREON NORTH 10°36'05" WEST 364.21-FEET FROM THE SOUTHEASTERLY CORNER OF ABOVE DESCRIBED PARCELS; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID. PARCEL SOUTH 6B°55'15" WEST 213.80 FEET; THENCE PERPENDICULAR TO THE DIRECTION OF SAID SOUTHERLY LINE, NORTH 21°04145" WEST 34.80 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 68°55'15" WEST 178.33 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE ABOVE DESCRIBED PARCEL.

ALSO EXCEPT THEREFROM AS CONTAINED IN DEED FROM MARBLEHEAD LAND COMPANY, A CORPORATION, RECORDED ON FEBRUARY 18, 1944 IN BOOK 20581 PAGE 302, OFFICIAL RECORDS, THE FOLLOWING MATTERS;

(A) ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, COAL AND OTHER HYDROCARBON SUBSTANCES, IN, ON, WITHIN AND UNDER SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY.

(B) ALL RIPARIAN RIGHTS

PARCEL 2:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES OVER THE EASTERLY TWENTY FEET (20') OF PARCEL 1 (PER CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JULY 26, 1994 AS INSTRUMENT NO. 94-1381839).

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH OTHERS OVER THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED BY MATTHEW KELLER - BY PATENT RECORDED IN BOOK 1 PAGES 407, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY-RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 40.00 FEET WIDE ' LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND 80.00 FEET WIDE DESCRIBED IN THE DEED FROM T.R. CADWALADER, ET AL, TO-THE STATE OF CALIFORNIA, RECORDED IN BOOK 15228, PAGE 342, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT OF BEGINNING BEING DISTANT SOUTH 83°11'15n WEST 1025,00 FEET AND NORTH 648'45" WEST, 40.00 FEET FROM ENGINEER'S CENTER LINE STATION 926 PLUS 33.41 FEET AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID ABOVE MENTIONED DEED AS NORTH 83°11'15" EAST, 3983.81 FEET; THENCE NORTH 6°48'45" WEST, 949.98 FEET; THENCE SOUTH 75°41'35" WEST, 1869.28 FEET TO A LINE BEARING SOUTH 13°52,0S" EAST FROM THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN PARCEL I. ABOVE DESCRIBED AS NORTH 68°55'15" EAST, 280.00 FEET; THENCE NORTH 13°52'05" WEST 860.74 FEET TO SAID LAST MENTIONED CERTAIN COURSE.

APN: 4458-021-172

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2016 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

_____
Heather Glaser, Acting City Clerk of the City of Malibu

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2016 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

LEASE/PURCHASE AGREEMENT

by and between

MALIBU PUBLIC FINANCING CORPORATION,
as Lessor

and

CITY OF MALIBU,
as Lessee

Dated as of October 1, 2016

Relating to

$_____
CITY OF MALIBU
CERTIFICATES OF PARTICIPATION 2016A

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of October 1, 2016, by and between the MALIBU PUBLIC FINANCING CORPORATION, a 501(c)(4) nonprofit public benefit corporation duly organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the CITY OF MALIBU, a municipal corporation and a general law city duly organized and existing under the Constitution and laws of said State, as lessee (the "City");

WITNESSETH:

WHEREAS, the City may enter into leases and agreements relating to real property and buildings to be used by the City; and

WHEREAS, the City and the Corporation have heretofore entered into a Lease/Purchase Agreement, dated as of September 1, 2009, as supplemented by a First Supplement to Lease/Purchase Agreement, dated as of March 1, 2010 (as supplemented, the "2010 Lease Agreement"), pursuant to which the Corporation agreed to lease to the City certain real property and improvements located thereon; and

WHEREAS, the City has previously executed and delivered its $18,660,000 Certificates of Participation 2009A (Tax-Exempt) (City Hall Project), its $815,000 Certificates of Participation 2009B (Taxable) (City Hall Project) (collectively, the "2009 Certificates") and its $565,000 Certificates of Participation 2010D (Taxable) (City Hall Project) (the "2010D Certificates" and together with the 2009 Certificates and the 2009B Certificates, the "Refunded Certificates"), which Refunded Certificates were secured by lease payments under and pursuant to the terms the 2010 Lease Agreement; and

WHEREAS, the City and the Corporation desire to prepay the 2010 Lease Agreement, to defease and refinance the Refunded Certificates and provide financing for the acquisition of certain real property (the "Project") described in Exhibit C hereto by entering into this Lease/Purchase Agreement (this "Lease") and authorizing and directing the execution and delivery of the City of Malibu Certificates of Participation (the "Certificates") evidencing fractional interests in Lease Payments (as defined in the Trust Agreement) to be made by the City under this Lease; and

WHEREAS, the City has entered into a Site Lease of even date herewith (the "Site Lease") with the Corporation under which the City has agreed to lease the real property described in Exhibit B hereto, including any improvements thereon (the "Leased Premises"), to the Corporation, and which Site Lease provides that the title to the Leased Premises shall vest in the City at the expiration of the Site Lease (as provided in Section 8 thereof), and contains other terms and conditions as the governing board of the City deems to be in the best interest of the City; and

WHEREAS, in consideration of the Lease Payments to be paid by the City to the Corporation hereunder, the Corporation will lease to the City the Leased Premises and will grant to the City a right to purchase the Corporation's interest in the Leased Premises; and

WHEREAS, the Corporation is authorized pursuant to the laws of the State of California and its formation documents to provide financial assistance to the City by acquiring, constructing and

financing various public facilities, land and equipment and the leasing of facilities, land and equipment for the use, benefit and enjoyment of the public;

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the Trust Agreement related to the Certificates (the "Trust Agreement"), dated as of the date hereof, by and among U.S. Bank National Association, as Trustee thereunder, the Corporation, and the City, together with any amendments thereof or supplements thereto permitted to be made thereunder; and the additional terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Environmental Regulations" shall mean all Laws and Regulations, now or hereafter in effect, with respect to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321 et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 et seq.) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Interest Component" means the portion of each Lease Payment designated in Exhibit A hereto as the Interest Component.

"Leased Premises" means the site described in Exhibit B hereto and any improvements thereon being leased to the City by the Corporation.

"Permitted Encumbrances" means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may, pursuant to provisions of Section 7.7 hereof, permit to remain unpaid; (ii) the Assignment Agreement; (iii) this Lease; (iv) the

Site Lease; (v) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 7.8(b) hereof; (vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, liens or restrictions which exist of record as of the Closing Date, which the City hereby certifies will not materially impair the use of the Leased Premises by the City; and (vii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Lease and to which the Corporation, the City and the Trustee consent in writing.

"Principal Component" means the portion of the Lease Payments designated in Exhibit A hereto as the Principal Component.

"Project" means the real property the real property described in Exhibit C to be acquired by the City with a portion of the proceeds of the Certificates.

Section 1.2. Exhibits. The following Exhibits are attached to, and by reference made a part of, this Lease:

Exhibit A: Schedule of Lease Payments to be paid by the City to the Corporation, showing the Lease Payment Date and amount of each Lease Payment.

Exhibit B: Legal Description of the Leased Premises.

Exhibit C: Description of the Project

Exhibit D: Lease Supplement Form.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Corporation as follows:

(a) Due Organization and Existence. The City is a municipal corporation and a general law city duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the City to enter into this Lease, the Site Lease, the Trust Agreement, the Escrow Agreement and the Continuing Disclosure Agreement, and to enter into the transactions contemplated by and to carry out its obligations under all of the aforesaid leases and agreements; the City has duly authorized and executed all of the aforesaid leases and agreements. This Lease, the Site Lease, the Trust Agreement, the Escrow Agreement and the Continuing Disclosure Agreement constitute the legal, valid and binding obligations of the City enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Site Lease, the Continuing Disclosure Agreement, the Escrow Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and

conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City, or upon the Leased Premises except for Permitted Encumbrances and the pledges contained in the Trust Agreement.

(d) Execution and Delivery. The City has duly authorized and executed this Lease in accordance with the Constitution and laws of the State.

(e) Indemnification of Corporation. The City covenants to defend, indemnify and hold harmless the Corporation and its directors, officers, employees and assigns (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Lease, and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Lease. In particular, without limitation, the City shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Leased Premises by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under this Lease, (iii) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Premises or (iv) any act of negligence of any assignee or sublessee of the City with respect to the Leased Premises. No indemnification is made under this Section or elsewhere in this Lease for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct or negligence under this Lease by the Corporation, its directors, officers, agents, employees, successors or assigns.

(f) General Tax and Arbitrage Covenant. The City hereby covenants that, notwithstanding any other provision of this Lease, it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest due with respect to the Certificates or any Additional Certificates (to the extent such Certificates are executed and delivered as tax exempt Certificates) under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The City shall not, directly or indirectly, use or permit the use of proceeds of the Certificates, any Additional Certificates (to the extent such Certificates are executed and delivered as tax exempt Certificates), the Project or the Leased Premises, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of interest with respect to the Certificates or any Additional Certificates (to the extent such Certificates are executed and delivered as tax exempt Certificates).

The City shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Certificates or any Additional Certificates (to the extent such Certificates are executed and delivered as tax exempt Certificates) to be "private activity bonds" within the meaning of Section 141 of the Code, and in furtherance thereof, shall not make any use of the proceeds of the Certificates, any Additional Certificates (to the extent such Certificates are executed

and delivered as tax exempt Certificates) or the Leased Premises, or any portion thereof, or any other funds of the City, that would cause the Certificates or any Additional Certificates (to the extent such Certificates are executed and delivered as tax exempt Certificates) to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Certificates or any Additional Certificates (to the extent such Certificates are executed and delivered as tax exempt Certificates) are outstanding, the City, with respect to such proceeds, the Leased Premises and the Project and such other funds, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect.

The City shall not, directly or indirectly, use or permit the use of any proceeds of the Certificates, any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) or of the Leased Premises, or other funds of the City, or take or omit to take any action, that would cause the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the City shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury issued thereunder to the extent such requirements are, at the time, in effect and applicable to the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates).

The City shall not make any use of the proceeds of the Certificates, any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) or any other funds of the City, or take or omit to take any other action, that would cause the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(g) Flood Plain. The City hereby represents that the Leased Premises is not in a 100 year flood plain.

(h) Essentiality of the Leased Premises. The City hereby represents that the Leased Premises is essential for the City's performance of its governmental functions.

(i) Zoning Environmental and Safety Ordinance Compliance. The City hereby represents that the Leased Premises complies in all respects with applicable zoning, environmental and safety ordinances.

(j) Title Insurance. The City hereby represents that the Leased Premises is the same property which is the subject of the [ALTA title insurance policy (with western regional exceptions)] issued by Common Wealth Land Title pursuant to Section 5.5 hereof.

Section 2.2. Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the City as follows:

(a) Due Organization and Existence; Enforceability. The Corporation is a 501(c)(4) nonprofit public benefit corporation duly organized, existing and in good standing under and by virtue of the laws of the State, has the power to enter into this Lease, the Assignment Agreement, the Site Lease and the Trust Agreement; is possessed of full power to own and hold real

and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid leases and agreements. This Lease, the Assignment Agreement, the Site Lease and the Trust Agreement constitute the legal, valid and binding obligations of the Corporation, enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Conflicts or Defaults; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Assignment Agreement, the Site Lease or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the joint powers agreement of the Corporation or any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Leased Premises except by Permitted Encumbrances and by the pledge contained in the Trust Agreement.

(c) Execution and Delivery. The Corporation has duly authorized and executed this Lease in accordance with the laws of the State.

(d) Maintenance of Existence. To the extent permitted by law, the Corporation agrees that during the term hereof it will maintain its existence as a 501(c)(4) nonprofit public benefit corporation, will not combine or consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it.

(e) General Tax and Arbitrage Covenant. The Corporation covenants that, notwithstanding any other provision of this Lease, it shall not take any action if any such action would adversely affect the exclusion from gross income of interest due with respect to the Certificates or any Additional Certificates under Section 103 of the Code (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates). To the extent that the Corporation may control the Leased Premises or the proceeds of the Certificates or any Additional Certificates, the Corporation shall not, directly or indirectly, use or permit the use of proceeds of the Certificates, any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates), the Project or the Leased Premises by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of interest with respect to the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates).

The Corporation shall not take any action if any such action would cause the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) to be "private activity bonds" within the meaning of Section 141 of the Code, and in furtherance thereof, to the extent that the Corporation may control the Leased Premises or the proceeds of the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates), shall not make any use of the proceeds of the Certificates, any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates), the Project or the Leased Premises, or any portion thereof, or any other funds of the City, that would cause the Certificates or any Additional

Certificates to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) are outstanding, to the extent that the Corporation may control the Leased Premises or the proceeds of the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates), the Corporation, with respect to such proceeds, the Leased Premises, the Project and such other funds, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect.

To the extent that the Corporation may control the Leased Premises or the proceeds of the Certificates or any Additional Certificates, the Corporation shall not, directly or indirectly, use or permit the use of any proceeds of any Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates), or of the Project, the Leased Premises, or other funds available to it, or take or omit to take any action, that would cause the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, to the extent that the Corporation may control the Leased Premises or the proceeds of the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates), the Corporation shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury issued thereunder to the extent such requirements are, at the time, in effect and applicable to the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax-exempt Certificates).

To the extent that the Corporation may control the proceeds of the Certificates or any Additional Certificates, the Corporation shall not make any use of the proceeds of the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax-exempt Certificates) or any other of its funds, or take or omit to take any other action, that would cause the Certificates or any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax-exempt Certificates) to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1. Deposit of Certificate Proceeds. On the Closing Date for the Certificates and on the Closing Date for any Additional Certificates, the Corporation agrees to pay or cause to be paid to the Trustee the proceeds of the sale of the Certificates and Additional Certificates, which moneys, in the case of the Certificates, shall be deposited with the Trustee as provided in Section 2.05 of the Trust Agreement, or in the case of Additional Certificates as provided in any Supplemental Trust Agreement which relates to such Additional Certificates.

Section 3.2. Defeasance of Refunded Certificates and Acquisition of the Project. The Corporation's lease payment for the Leased Premises in the amount of the net proceeds of the Certificates, as provided in the Site Lease, shall be deposited in the Escrow Fund or in the Project Fund as provided in the Trust Agreement, which moneys shall be disbursed for purpose of defeasing the Refunded Certificates and acquiring the Project in accordance with the Trust Agreement. The

City shall deliver the amount required to defease the Refunded Certificates on the Closing Date to the Trustee.

Section 3.3. Payment of Project and Delivery Costs. Payment of the Project Costs and Delivery Costs shall be made from the moneys deposited with the Trustee in the Project Fund as provided in Section 3.1 hereof and Section 2.05 of the Trust Agreement, which shall be disbursed in accordance and upon compliance with Article III of the Trust Agreement.

Section 3.4. Further Assurances and Corrective Instruments. The Corporation and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Premises hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

ARTICLE IV

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

Section 4.1. Lease. The Corporation hereby leases the Leased Premises to the City, and the City hereby leases the Leased Premises from the Corporation, upon the terms and conditions set forth herein. This Lease shall not operate as a merger of the City's leasehold estate in the Leased Premises pursuant to this Lease and its fee estate in the Leased Premises and shall not cause the extinguishment of the leasehold interest granted to the Corporation under the Site Lease.

Section 4.2. Term. The Term of this Lease shall commence on the date of execution hereof and shall end on November 1, 2046, unless extended pursuant to Section 4.3 hereof, or unless terminated prior thereto upon the earliest of any of the following events:

(a) Default and Termination. A default by the City and the Corporation's election to terminate this Lease under Section 9.2(b) hereof;

(b) Payment of All Lease Payments. The payment by the City of all Lease Payments required under Section 4.4 hereof and any Additional Payments required under Section 4.11 hereof; or

(c) Prepayment. The deposit of funds or Government Obligations with the Trustee in amounts sufficient to pay all Lease Payments as the same shall become due, as provided in Section 10.1 hereof and in Section 14.01 of the Trust Agreement.

(d) Purchase. Upon the exercise by the City of its option to purchase all of the Corporation's interest in the Leased Premises as provided in Section 7.3 hereof; provided, however, that upon exercise by the City of its option to purchase the Corporation's interest in a portion of the Leased Premises, as provided in Section 7.3, the Lease shall be terminated only with respect to the portion of the Leased Premises purchased.

Section 4.3. Extension of Lease Term. The Term of this Lease may be extended in connection with the execution and delivery of any Additional Certificates. If on the final maturity date of the Certificates or any Additional Certificates all Interest Components and Principal Components represented thereby shall not be fully paid by the City as a result of a default in the

payment of Lease Payments, or because the Lease Payments hereunder shall have been abated at any time as permitted by the terms hereof, then the Term shall be extended until all Certificates and Additional Certificates shall be fully paid, except that the Term shall in no event be extended beyond the tenth anniversary of the final scheduled maturity of any Certificate or Additional Certificate.

Section 4.4. Lease Payments.

(a) Time and Amount. Subject to the provisions of Section 4.10 (regarding abatement in event of loss of use of any portion of the Leased Premises), Section 7.3 (regarding option to purchase) and Article X (regarding prepayment of Lease Payments), the City agrees to pay to the Corporation, its successors and assigns, as annual rental for the use and possession of the Leased Premises, the Lease Payments (denominated into components of principal and interest, the Interest Component of such Lease Payment being paid semiannually) in the amounts specified in Exhibit A, to be due and payable in arrears on the fifteenth (15th) day of the month (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date") which are sufficient in both time and amount to pay when due the annual principal and interest represented by the Certificates. In the event that any Additional Certificates are executed and delivered pursuant to the Trust Agreement, the City and the Trustee shall execute an amendment to Exhibit A to state the Lease Payments due hereunder as a result of the execution and delivery of such Additional Certificates.

The obligation of the City to pay Lease Payments shall commence on the Closing Date for the Certificates.

In the event the City does not pay a Lease Payment due on the respective Lease Payment Date, the Trustee shall provide prompt written notice to the City of such failure to pay; provided, however, that failure to give such notice shall not excuse any event of default under Section 9.1 hereof.

(b) Credits. Any amount held in the Lease Payment Fund on any Lease Payment Date (other than capitalized interest, which shall be credited in accordance with Section 5.03 of the Trust Agreement, and other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to Section 10.2 hereof and other amounts required for payment of principal with respect to any Certificates or Additional Certificates that have matured or been called for payment and have not been presented for payment or interest) shall be credited towards the applicable Lease Payment then due and payable. The City need not transfer additional cash to the Trustee on any Lease Payment Date if the amounts then held in the Lease Payment Fund (other than those amounts excluded under the prior sentence) are at least equal to the Lease Payment then required to be paid.

(c) Rate on Overdue Payments. In the event the City should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid, and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to each Certificate or Additional Certificate, as applicable, represented by such delinquent Lease Payment.

Section 4.5. No Withholding. Notwithstanding any dispute between the Corporation and the City, including a dispute as to the failure of any portion of the Leased Premises in use by or

possession of the City to perform the task for which it is leased, the City shall make all Lease Payments and Additional Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

Section 4.6. Fair Rental Value. The Lease Payments and Additional Payments shall be paid by the City in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Leased Premises during each such period for which said Lease Payments are to be paid. The parties hereto have agreed and determined that such total rental represents the fair rental value of the Leased Premises. In making such determination, consideration has been given to the fair market value and replacement cost of the Leased Premises, other obligations of the parties under this Lease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Leased Premises and the benefits therefrom which will accrue to the City and the general public, and the transfer of the Corporation's leasehold interest in the Leased Premises at the end of the Term.

Section 4.7. Budget and Appropriation. The City covenants to take such action as may be necessary to include all Lease Payments and Additional Payments (to the extent the amounts of such Additional Payments are known to the City at the time its annual budget is proposed), due hereunder in its annual budget and to make the necessary annual appropriations therefor, and to maintain such items to the extent unpaid for that Fiscal Year in its budget throughout such Fiscal Year. To the extent the amount of such payments becomes known after the adoption of the annual budget, such amounts shall be included and maintained in such budget as amended. During the Term, the City will furnish annually, on or before August 1 of each year, to the Trustee a certificate of the City Representative stating that all Lease Payments and Additional Payments due hereunder for the applicable Fiscal Year have been included in its annual budget and the amount so included. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the ministerial duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the City.

The obligation of the City to pay Lease Payments and Additional Payments hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City, or the State, or any political subdivision thereof, in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, the State, or any political subdivision thereof, nor shall anything contained herein constitute a pledge of general revenues, funds or moneys of the City beyond the Fiscal Year for which the City has appropriated funds to pay Lease Payments and Additional Payments hereunder or an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

Section 4.8. Assignment of Lease Payments. Certain of the Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments and Additional Payments, Prepayments, to be made by the City hereunder, have been assigned absolutely to the Trustee, subject to certain exceptions, pursuant to the Assignment Agreement, to which assignment the City hereby consents. The Corporation hereby directs the City, and the City hereby agrees, to pay to the Trustee at the Trustee's corporate trust office designated in the Trust Agreement, or to the Trustee at such other place as the Trustee shall direct in writing, all Lease Payments, or Prepayments thereof payable by the City hereunder. The Corporation will not assign or pledge the Lease

Payments or other amounts derived from the Leased Premises and from its other rights under this Lease except as provided under the terms of this Lease, the Assignment Agreement and the Trust Agreement, or its duties and obligations except as provided under this Lease.

Section 4.9. Use and Possession. The total Lease Payments due in any Fiscal Year shall be for the City's right to use and possession of the Leased Premises for such Fiscal Year. During the Term of this Lease, the City shall be entitled to the exclusive use and possession of the Leased Premises, subject only to the Permitted Encumbrances.

Section 4.10. Abatement of Lease Payments and Additional Payments.

(a) In the Event of Damage, Destruction, Condemnation or Title Defect. Except to the extent that proceeds of the type described in the following paragraph are available, the amount of Lease Payments and Additional Payments shall be abated during any period in which by reason of damage, destruction or taking by eminent domain or condemnation of the Leased Premises or defects in the title with respect to the Leased Premises there is substantial interference with the use and possession of all or a portion of the Leased Premises by the City. The amount of such abatement shall be such that the resulting Lease Payments, exclusive of the amounts described in the following paragraph, do not exceed the fair rental value (as determined by an independent real estate appraiser selected by the City, who is not an employee of the City) for the use and possession of the portion of the Leased Premises not damaged, destroyed, interfered with or taken. Such abatement shall continue for the period commencing with such damage, destruction, interference or taking and ending with the substantial completion of the replacement or work of repair or the removal of the title defect causing such interference with use. Except as provided herein, in the event of any such damage, destruction, interference or taking, this Lease shall continue in full force and effect and the City waives any right to terminate this Lease by virtue of any such damage, destruction, interference or taking.

Notwithstanding a substantial interference with the use and possession of all or a portion of the Leased Premises, the City shall remain obligated to make Lease Payments which would otherwise be abated (i) to the extent that moneys derived from any person as a result of any delay in the reconstruction, replacement or repair of the Leased Premises, or any portion thereof, are available to pay the amount which would otherwise be abated; and (ii) to the extent that moneys are available in the Lease Payment Fund to pay the amount which would otherwise be abated. The Lease Payments shall be payable from such amounts paid under (i) and (ii) above as an obligation of the City payable from a special fund.

(b) Repair or Replacement. In the event of such abatement, unless the abatement will be avoided as a result of a prepayment of Lease Payments from Net Proceeds pursuant to Section 6.1(c), the City will use its best efforts to repair or replace the damaged or destroyed or taken portion of the Leased Premises, as the case may be, from Net Proceeds or special funds of the City or other moneys the application of which would, in the opinion of Special Counsel addressed to the Trustee, the City and the Corporation, not result in the obligations of the City hereunder constituting indebtedness of the City in contravention of the Constitution and laws of the State.

Section 4.11. Additional Payments. In addition to the Lease Payments, the City shall also pay such amounts ("Additional Payments") as shall be required for the payment of all administrative costs of the Corporation relating to the Leased Premises, the Certificates and any Additional Certificates, including without limitation all expenses, compensation and indemnification of the

Trustee payable by the City under the Trust Agreement, taxes of any sort whatsoever payable by the Corporation as a result of its interest in the Leased Premises or undertaking of the transactions contemplated herein or in the Trust Agreement, fees of auditors, accountants, attorneys or engineers and any and all other necessary administrative costs of the Corporation or charges required to be paid by it in order to comply with the terms of the Certificates and any Additional Certificates or of the Trust Agreement including premiums or insurance maintained pursuant to Article V hereof or to indemnify the Corporation and its employees, officers and directors and the Trustee. All such Additional Payments to be paid hereunder shall be paid when due directly by the City to the respective parties to whom such Additional Payments are owing.

Section 4.12. Net-Net-Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the City hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, taxes, fees, insurance premiums, rebate payments, reserve deposits, costs associated with the Leased Premises, charges or set-offs whatsoever, except as expressly provided herein.

ARTICLE V

INSURANCE

Section 5.1. Public Liability and Leased Premises Damage.

(a) Coverage. The City shall maintain or cause to be maintained, throughout the Term hereof, a standard comprehensive general public liability and property damage insurance policy or policies in protection of the City and the Corporation and their officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of any City property or portion thereof.

(b) Limits. Said policy or policies shall provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of $500,000 for damage to property resulting from each accident or event (in each case subject to a deductible clause of not to exceed $500,000). Such public liability and property damage insurance may, however, be in the form of a single limit policy covering all such risks in an amount equal to the liability limits set forth herein.

(c) Joint or Self-Insurance. Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and, subject to compliance with Section 5.6(e) hereof, may be maintained in the form of self-insurance by the City.

(d) Payment of Net Proceeds. The proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.2. Workers' Compensation. The City shall also maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the Workers' Compensation Insurance

and Safety Act now in force in the State, or any act hereafter enacted as an amendment or supplement thereto (with provision for self-insurance).

Section 5.3. Casualty and Theft Insurance.

(a) Casualty and Theft Insurance; Coverage. The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, insurance against loss or damage to any portion of the Leased Premises caused by fire and lightning, with extended coverage and theft, vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, excluding flood and earthquake. The City shall not be required to purchase or maintain earthquake insurance with respect to the Leased Premises.

(b) Amount. Such insurance shall be in an amount not less than the replacement cost of the Leased Premises, subject to a "deductible clause" not to exceed two hundred fifty thousand dollars ($250,000) for any one loss or, in the case of a flood and earthquake rider, ten percent (10%) of the coverage obtained. The term "full replacement value" as used in this Section 5.3 shall mean the actual replacement cost of the improvements constituting the Leased Premises.

(c) Joint or Self-Insurance. Such insurance may be maintained as part of or in conjunction with any other insurance carried or required to be carried by the City, and, subject to compliance with Section 5.6(e) hereof, may be maintained in the form of self-insurance by the City. Insurance obtained through a California joint powers authority of which the City is a member shall not be deemed to be self-insurance.

(d) Payment of Net Proceeds. The Net Proceeds of such insurance shall be paid to the Trustee and deposited in the Net Proceeds Fund and applied as provided in Section 6.1.

Section 5.4. Rental Interruption Insurance.

(a) Coverage and Amount. Upon delivery of the Leased Premises to it for occupancy, the City shall maintain or cause to be maintained rental income or use and occupancy insurance in an amount not less than the maximum remaining scheduled Lease Payments in any future 24-month period, to insure against loss of rental income from the Leased Premises caused by perils covered by the insurance required to be maintained as provided in Section 5.3 hereof. Such rental interruption insurance shall name the Trustee and the Corporation as additionally insured parties and the Trustee as the loss payee.

(b) Joint Insurance. Such insurance may be maintained as part of or in conjunction with any other rental income or use and occupancy insurance carried by the City but may not be maintained in the form of self-insurance by the City.

(c) Payment of Net Proceeds. The Net Proceeds of such rental interruption insurance shall be paid to the Trustee and deposited in the Lease Payment Fund, to be credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable if there are insufficient Net Proceeds to pay all Lease Payments due in any such Certificate Year.

Section 5.5. Title Insurance. The City shall obtain and, throughout the Term of this Lease, maintain or cause to be maintained title insurance on the Leased Premises, in the form of an ALTA title policy (with western regional exceptions) or in the form of a CLTA title policy, in an amount equal to the aggregate principal amount of the Certificates and Additional Certificates Outstanding, issued by a company of recognized standing, duly authorized to issue the same, payable to the Trustee for the benefit of the Owners, subject only to Permitted Encumbrances. Said policy or policies shall insure the City's leasehold estate hereunder in the Leased Premises, subject only to Permitted Encumbrances. All Net Proceeds received under said policy or policies shall be deposited with the Trustee and applied as provided in Section 7.01 of the Trust Agreement. So long as any of the Certificates and Additional Certificates remain Outstanding, each policy of the title insurance obtained pursuant hereto or required hereby shall provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Certificate Owners and the owners of any Additional Certificates. The Net Proceeds of such insurance shall be applied as provided in Section 6.1.

Section 5.6. General Insurance Provisions.

(a) Form of Policies. All policies of insurance required to be procured and maintained pursuant to this Lease and any statements of self-insurance shall be in a form certified by the City Representative or an insurance agent, broker or consultant to the City to comply with the provisions hereof. All such policies shall provide that the insured parties shall be given thirty (30) days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. Each policy of insurance required to be procured and maintained pursuant to Section 5.3 (regarding casualty and theft insurance), Section 5.4 (regarding rental interruption insurance) and Section 5.5 (regarding title insurance) shall provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Owners. All required insurance policies must be provided by a commercial insurer rated A by Best or A- and A3 by S&P and Moody's, respectively. All policies shall name the City, the Corporation and the Trustee as insureds and the Trustee as a loss payee.

(b) Payment of Premiums. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease, and shall promptly furnish or cause to be furnished to the Trustee a certificate to such effect, as described in paragraph (d) below.

(c) Protection of the Trustee. The Trustee shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Trustee.

(d) Evidence of Insurance. The City shall cause to be delivered to the Trustee annually on or before August 1 a certificate stating that the insurance policies required by this Lease are in full force and effect.

(e) Self Insurance. The City may only elect to self insure pursuant to Sections 5.1 and 5.2 hereof if and to the extent such self-insurance method or plan of protection shall afford reasonable protection to the Corporation and the Trustee, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by other cities in the State other than the City. Insurance provided through a California joint powers authority of which the City is a member or with which the City contracts for insurance shall not be deemed to be

self-insurance for purposes hereof. Any self-insurance maintained by the City pursuant to this Article V shall comply with the following terms:

(i) The self-insurance program shall be approved in writing by the City's City Manager or Assistant City Manager and an independent insurance consultant in accordance with the California Labor Code and the California Government Code;

(ii) The self-insurance program shall include an actuarially sound claims reserve fund out of which each self-insured claim shall be paid; the adequacy of such fund shall be evaluated on an annual basis by the City Representative in a certified statement delivered to the Trustee; and any deficiencies in any self-insured claims reserve fund shall be remedied in accordance with the recommendation of the City Representative;

(iii) The self-insurance fund must be held in a separate trust fund by an independent trustee; and

(iv) In the event the self-insurance program shall be discontinued, the actuarial soundness of its claims reserve fund, as determined by the City Representative, shall be maintained.

Section 5.7. Cooperation. The Corporation shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Premises or any portion thereof.

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Application of Net Proceeds.

(a) Deposit in Net Proceeds Fund. The City shall remit promptly to the Trustee any Net Proceeds received by the City and the Trustee as provided in Section 5.3 (regarding casualty and theft insurance) and Section 5.5 (regarding title insurance) promptly upon receipt thereof, and pursuant to Section 7.01 of the Trust Agreement, the Trustee shall deposit such Net Proceeds of insurance in the Net Proceeds Fund. The City and/or the Corporation shall transfer to the Trustee any other Net Proceeds (other than Net Proceeds paid under Sections 5.1, 5.2 and 5.4 hereof which shall be applied as described in such sections) received by the City and/or Corporation in the event of any accident, destruction, theft or taking by eminent domain or condemnation with respect to the Leased Premises, for deposit in the Net Proceeds Fund.

(b) Disbursement for Replacement or Repair of the Leased Premises. Upon receipt of the certification described in paragraph (i) below and the requisition described in paragraph (ii) below, the Trustee shall disburse moneys in the Net Proceeds Fund to the person, firm or corporation named in the requisition as provided in paragraph (ii) below.

(i) Certification. The City Representative must certify to the Corporation and the Trustee that:

(x) Sufficiency of Net Proceeds. The Net Proceeds available for such purpose, together with any other funds supplied by the City to the Trustee in a subaccount of the Net Proceeds Fund for such purpose, are expected to equal at least 100% of the projected costs of replacement or repair, as demonstrated in an attached reconstruction budget, and

(y) Timely Completion. In the event that damage, destruction or taking results, or is expected to result, in an abatement of Lease Payments, such replacement or repair can be fully completed within a period not in excess of the period in which rental interruption insurance proceeds, as described in Section 5.4 together with other identified available moneys, will be available to pay in full all Lease Payments coming due during such period as demonstrated in an attached reconstruction schedule.

(ii) Requisition. The City Representative must deliver to the Trustee a Requisition stating with respect to each payment to be made (1) the requisition number, (2) the name and address of the person, firm or corporation to whom payment is due, (3) the amount to be paid and (4) that each obligation mentioned therein has been properly incurred, is a proper charge against the Net Proceeds Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Each such cost requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Any balance of the Net Proceeds remaining after such replacement or repair has been completed and after payment or provision for payment of all Certificates as provided in Section 7.01 of the Trust Agreement and all Additional Certificates as provided in any Supplemental Trust Agreement pursuant to which such Additional Certificates are executed and delivered shall be paid to the City after payment of amounts due the Trustee pursuant to Section 9.6 and 9.7 of the Trust Agreement.

(c) Disbursement for Prepayment. If the City Representative notifies the Trustee in writing of the City's determination that the certification provided in Section 6.1(b)(i) cannot be made or that replacement or repair of any portion of the Leased Premises is not economically feasible or in the best interest of the City, then the Trustee shall promptly transfer the Net Proceeds to the Prepayment Fund as provided in Section 7.01 of the Trust Agreement and apply them to prepayment of the Certificates as provided in Section 4.02 of the Trust Agreement and Additional Certificates as provided in a Supplemental Trust Agreement and prepayment of Lease Payments as provided in Section 10.2 hereof; provided that in the event of damage or destruction in whole of the Leased Premises and in the event such Net Proceeds, together with funds then on hand in the Lease Payment Fund are not sufficient to prepay all the Certificates and Additional Certificates then Outstanding, then the City shall not be permitted to certify that repair, replacement or improvement of all of the Leased Premises is not economically feasible or in the best interest of the City. In such event, the City shall proceed to repair, replace or improve the Leased Premises as described herein from legally available funds in the then-current Fiscal Year and shall make the required notification to the Trustee pursuant to Section 7.01 of the Trust Agreement and the Trustee shall disburse moneys in the Net Proceeds Fund to the person, firm, or corporation named in the Requisition as provided therein.

ARTICLE VII

COVENANTS WITH RESPECT TO THE LEASED PREMISES

Section 7.1. Use of the Leased Premises. The City represents and warrants that it has an immediate need for, and expects to make immediate use of, all of the Leased Premises, which need is not temporary or expected to diminish in the foreseeable future.

Section 7.2. Interest in the Leased Premises and the Lease.

(a) Corporation Holds Leasehold Interest During Term. During the Term of this Lease, the Corporation does and shall hold a leasehold interest in the Leased Premises pursuant to the Site Lease. The City shall take any and all actions reasonably required, including but not limited to executing and filing any and all documents reasonably required, to maintain and evidence such title and interest at all times during the Term of this Lease.

(b) Title Transferred to the City at End of Term. Upon expiration of the Term as provided in Section 4.2(b) or 4.2(c) hereof, all right, title and interest of the Corporation in and to all of the Leased Premises shall be transferred to and vest in the City, without the necessity of any additional document of transfer.

Section 7.3. Option to Purchase. The City may exercise an option to purchase the Corporation's interest under the Site Lease and this Lease in the Leased Premises by depositing with the Trustee cash and/or Government Obligations as provided in Section 14.01 of the Trust Agreement. In such event, all or a portion of the obligations of the City under this Lease, and the security provided by this Lease for said obligations or said portion of the obligations, shall cease and terminate as provided in Section 4.2 hereof, excepting in the case all of the Corporation's interest has been purchased, only the obligation of the City to make, or cause to be made, such Lease Payments from such deposit. In the event Lease Payments and Additional Payments under this Lease have been paid in full, on the date of said deposit, the Corporation's interest in the Leased Premises shall revert and transfer to the City automatically and without further action by the City or the Corporation, and the Corporation shall execute and deliver such further instruments and take such further action as may reasonably be requested by the City for carrying out the reversion and transfer of the Corporation's interests in the Leased Premises. In the event Lease Payments under this Lease have been paid in part only, on the date of said deposit, the City shall specify a discrete portion of the Corporation's interest in the Leased Premises for reversion and transfer to the City and the Corporation shall execute and deliver such further instruments and take such further action as may reasonably be requested by the City for carrying out the reversion and transfer of such portion of the Corporation's interest in the Leased Premises; provided, that such portion shall revert and transfer to the City only if the reduction in the fair rental value of the Leased Premises resulting from such reversion and transfer at the time of such reversion and transfer (as determined by an independent appraisal acceptable to the Corporation) is proportionately less than or equal to the reduction in the maximum annual Lease Payments under this Lease resulting from such purchase. Any such deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with Section 4.4 hereof.

Section 7.4. Quiet Enjoyment. During the Term, the Corporation shall provide the City with quiet use and enjoyment of the Leased Premises, and the City shall during such Term peaceably and quietly have and hold and enjoy the Leased Premises, without suit, trouble or hindrance from the

Corporation, or any person or entity claiming under or through the Corporation except as expressly set forth in this Lease. The Corporation will, at the request of the City, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Leased Premises as provided in Section 7.6 hereof.

Section 7.5. Installation of the City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other property in or upon any portion of the Leased Premises. All such items shall remain the sole property of the City, regardless of the manner in which the same may be affixed to such portion of the Leased Premises, in which neither the Corporation nor the Trustee shall have any interest, and may be modified or removed by the City at any time; provided that the City shall repair and restore any and all damage to such portion of the Leased Premises resulting from the installation, modification or removal of any such items of equipment. Nothing in this Lease shall prevent the City from purchasing items to be installed pursuant to this Section, provided that no lien or security interest shall attach to any part of the Leased Premises.

Section 7.6. Access to the Leased Premises. The City agrees that the Corporation, any Corporation Representative and the Corporation's successors, assigns or designees shall have the right at all reasonable times to enter upon the Leased Premises or any portion thereof to examine and inspect the Leased Premises. The City further agrees that the Corporation, any such Corporation Representative, and the Corporation's successors, assigns or designees shall have such rights of access to the Leased Premises as may be reasonably necessary to cause the proper maintenance of the Leased Premises in the event of failure by the City to perform its obligations hereunder.

Section 7.7. Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Premises, all repair and maintenance of the Leased Premises shall be the responsibility of the City, and the City shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Premises resulting from ordinary wear and tear or want of care on the part of the City or any sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Leased Premises, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the City under the terms of this Lease.

(b) Tax and Assessments; Utility Charges. The City shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Corporation or the City or levied, assessed or charged against any portion of the Leased Premises or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The City may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the

Corporation and the Trustee with the opinion of an Independent Counsel acceptable to the Corporation, to the effect that, by nonpayment of any such items, the interest of the Corporation in such portion of the Leased Premises will not be materially endangered and that the Leased Premises will not be subject to loss or forfeiture. Otherwise, the City shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Corporation. The Corporation will cooperate fully in such contest, upon the request and at the expense of the City.

Section 7.8. Modification of the Leased Premises.

(a) Additions, Modifications and Improvements. The City shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Premises if such improvements are necessary or beneficial for the use of such portion of the Leased Premises. All such additions, modifications and improvements shall thereafter comprise part of the Leased Premises and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way cause an abatement of Lease Payments with respect to the Leased Premises or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the State tax-exempt status or the exclusion from gross income for federal income tax purposes of the interest with respect to the Certificates and Additional Certificates (to the extent such Additional Certificates were executed and delivered as tax exempt Certificates); and the Leased Premises, upon completion of any additions, modifications and improvements made pursuant to this Section, shall have an annual fair rental value which is not less than the annual Lease Payments.

(b) No Liens. Except for Permitted Encumbrances, the City will not permit any mechanic's or other lien to be established or remain against the Leased Premises for labor or materials furnished in connection with any additions, modifications or improvements made by the City pursuant to this Section; provided that if any such lien is established and the City shall first notify or cause to be notified the Corporation of the City's intention to do so, the City may in good faith contest any lien filed or established against the Leased Premises, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Trustee (as assignee of the Corporation). The Corporation will cooperate fully in any such contest, upon the request and at the expense of the City.

(c) Replacements, Redevelopment and Renovation. The City shall, at its own expense, or with the proceeds of Additional Certificates, have the right to make replacements, redevelopment or renovation of all or a portion of the Leased Premises if the following conditions precedent are satisfied:

(i) The City receives an opinion of Special Counsel, a copy of which the City shall furnish to the Corporation and the Trustee, that (1) such replacement does not adversely affect the federal income tax exclusion or the State tax-exempt status of the interest with respect to the Certificates and Additional Certificates (to the extent such Additional Certificates were executed and delivered as tax exempt Certificates), and (2) the Lease will remain the legal, valid, binding and enforceable obligation of the City;

(ii) In the event such replacement, redevelopment or renovation would result in the temporary abatement of Lease Payments as provided in Section 4.10 hereof the City shall have notified any rating agency then providing a rating on the Certificates and shall deposit moneys with the Trustee in advance for payment of Lease Payments from the proceeds of Additional Certificates or from special funds of the City or other moneys, the application of which would not, in the opinion of Special Counsel (a copy of which shall have been delivered to the Trustee), result in such Lease Payments constituting indebtedness of the City in contravention of the Constitution and laws of the State;

(iii) The City shall certify to the Trustee that it has sufficient funds to complete such replacement, redevelopment or renovation; and

(iv) In the case of replacement(s), redevelopment or renovation other than from the proceeds of Additional Certificates, the City and the Trustee receive an independent appraisal from a California certified general appraiser that the annual fair rental value of the replacements will be at least equal to the annual Lease Payments immediately prior to such replacement or redevelopment.

Section 7.9. Encumbrances; Alternative Financing Methods.

(a) Encumbrances. Except as provided in this Article VII (including without limitation Section 7.8 hereof and this Section 7.9), the City shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, liens, charges, encumbrances or claims, as applicable, on or with respect to the Leased Premises, other than Permitted Encumbrances and other than the respective rights of the Corporation and the City as herein provided. Except as expressly provided in this Article VII, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time; provided that the City may contest such liens if it desires to do so. The City shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Alternative Financing Methods. Notwithstanding the foregoing, the City may create or suffer to create any mortgage, pledge, liens, charges, encumbrances or claims upon the Leased Premises or any improvements thereto, provided that (1) any such mortgage, pledge, liens, charges, encumbrances or claims shall at any time while any of the Certificates or Additional Certificates remain Outstanding be and remain subordinate in all respects to the Site Lease and Lease and any security interest given to the Trustee for the benefit of the Owners and (2) the City shall have first delivered to the Trustee an opinion of Special Counsel substantially to the effect that such mortgage, pledge, liens, charges, encumbrances or claims would not result in the inclusion of the interest with respect to the Certificates and the Additional Certificates (to extent such Additional Certificates are executed and delivered as tax exempt Certificates) in the gross income of the owners thereof for purposes of federal income taxation or impair the State tax-exempt status of such interest payments.

Section 7.10. Corporation's Disclaimer of Warranties. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE LEASED

PREMISES, OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE CITY IS LEASING THE LEASED PREMISES AS IS. In no event shall the Corporation be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease, the Site Lease, the Assignment Agreement or the Trust Agreement for the existence, furnishing, functioning or the City's use and possession of the Leased Premises.

Section 7.11. The City's Right to Enforce Warranties of Vendors or Contractors. The Corporation hereby irrevocably appoints the City its agent and attorney-in-fact during the Term of this Lease, so long as the City shall not be in default hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations, respecting the Leased Premises which the Corporation may have against any vendor or contractor. The City's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Corporation, nor shall such matter have any effect whatsoever on the rights and obligations of the Corporation with respect to this Lease, including the right to receive full and timely Lease Payments and all other payments due hereunder. The City shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights. The Corporation shall, upon the City's request and at the City's expense, do all things and take all such actions as the City may request in connection with the assertion of any such claims and rights.

Section 7.12. Substitution or Release of the Leased Premises.

(a) The City shall have the right to substitute alternate real property for any portion of the Leased Premises described in Exhibit B hereto or to release a portion of the Leased Premises from the lien of this Lease by providing the Trustee with a supplement to this Lease substantially in the form attached as Exhibit D hereto and by satisfying the conditions set forth in paragraphs (i) through (vi) of this Section 7.12. All costs and expenses incurred in connection with such substitution or release shall be borne by the City. Notwithstanding any substitution pursuant to this Section, there shall be no reduction in or abatement of the Lease Payments due from the City hereunder as a result of such substitution. No substitution or release shall be permitted hereunder unless:

(i) In the case of a substitution, the City provides the Trustee with a certificate that the substituted real property has an equivalent or greater useful life as the Leased Premises to be released and that the useful life of the substituted Leased Premises exceeds the remaining term of the Lease Payments hereunder;

(ii) an independent California Certified General or equivalent certified real estate appraiser selected by the City finds (and delivers a certificate to the City and the Trustee setting forth its findings) that the Leased Premises following any release or substitution has an annual fair rental value greater than or equal to the corresponding Lease Payments due hereunder so that the Lease Payments payable by the City pursuant to the Lease will not be abated;

(iii) the City obtains or causes to be obtained an ALTA title insurance policy (with western regional exceptions) or CLTA title insurance policy with respect to any substituted property, with an endorsement so as to be payable to the Trustee for the benefit of the Owners, showing no prior liens thereon other than Permitted Encumbrances. Such policy shall comply with Section 5.5 hereof, shall be in the amount equal to the principal component of Lease

Payments attributable to the substituted property, and shall insure the leasehold interest or the fee simple interest of the Corporation or the City, as applicable, to the substituted property;

(iv) the City provides the Corporation and the Trustee with an opinion of Special Counsel that such substitution or release does not cause, in and of itself, the interest evidenced and represented by the Certificates and any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) to be included in gross income for federal income tax purposes;

(v) the City shall give, or cause to be given, any notice of the occurrence of such substitution or release required to be given pursuant to the Continuing Disclosure Agreement; and

(vi) upon the substitution of any real property and improvements thereon for all or a portion of the Leased Premises then existing, or the release of any portion of the Leased Premises, the City, the Corporation and the Trustee shall execute and the City shall record with the office of the County Recorder, County of Los Angeles, California, any document necessary to reconvey to the City the portion of the Leased Premises being released and to include any substituted real property and/or improvements as all or a portion of the Leased Premises.

Section 7.13. Compliance with Law, Regulations, Etc.

(a) Except as described in subsection (b) below, the City has, after due inquiry, no knowledge and has not given or received any written notice indicating that the past or present use of the Leased Premises or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Leased Premises (collectively, "Laws and Regulations"). Without limiting the generality of the foregoing, neither the City nor to the best of its knowledge, after due inquiry, any prior or present owner, tenant or subtenant of the Leased Premises has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the City, the Leased Premises or the business operations conducted by the City thereon (collectively, "Hazardous Materials") on, from or beneath the Leased Premises, (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as "Release") any material amount of Hazardous Materials on, from or beneath the Leased Premises, or stored any material amount of petroleum products at the Leased Premises in underground storage tanks.

(b) Excluded from the representations and warranties in subsection (a) hereof with respect to Hazardous Materials are those Hazardous Materials in the amounts ordinarily found in the inventory of, or used in the maintenance of the City's City Hall or related buildings, the use,

treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations (the "Permitted Use").

(c) No portion of the Leased Premises located in an area of high potential incidence of radon has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to the Leased Premises.

Section 7.14. Environmental Compliance.

(a) Other than the Permitted Use, the City shall not use or permit the Leased Premises or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Leased Premises and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Leased Premises or onto any other Leased Premises excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of a municipal corporation, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials other than the Permitted Use, the City shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Trustee, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Leased Premises, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (d) and only to the extent necessary to maintain the improvements on the Leased Premises.

(b) The City shall comply with, and shall cause all tenants, subtenants, licensees, guests, invitees, contractors, employees and agents on the Leased Premises to comply with, all Environmental Regulations, and shall keep the Leased Premises free and clear of any liens imposed pursuant thereto; provided, however, that notwithstanding that a portion of this covenant is limited to the City's use of its best efforts, the City shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the City's obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any person with regard to the Release of Hazardous Materials other than the Permitted Use on, from or beneath the Leased Premises, the City shall give prompt written notice thereof to the Trustee prior to the expiration of any period in which to respond to such notice under any Environmental Regulation.

(c) Irrespective of whether any representation or warranty contained in Section 7.13 is not true or correct, the City shall, to the extent permitted by law, defend, indemnify and hold harmless the Trustee, the Owners, the Corporation and each of their respective employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees incurred to enforce the indemnification contained in this Section 7.14, consultants' fees, investigation and laboratory fees, liabilities, settlements (five Business Days' prior notice of which the Trustee shall have delivered to the City) court costs, damages, losses, costs or expenses of whatever kind or nature, known or

unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, Release, threat of Release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Leased Premises, (ii) any personal injury (including wrongful death) or Leased Premises damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five Business Days' prior notice of which the Trustee shall have delivered to the City), or governmental order relating to Hazardous Materials on, from or beneath the Leased Premises, (iv) any violation of Environmental Regulations or subsection (a) or (b) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the City is strictly liable under any Environmental Regulation, its obligation under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. The obligations and liabilities under this Section 7.14(c) shall survive the payment and satisfaction of all Certificates and Additional Certificates or resignation or removal of the Trustee.

(d) The City shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

Section 7.15. Condemnation of Leased Premises. The City hereby covenants and agrees, to the extent it may lawfully do so, that, except as described in Section 6 of the Site Lease, so long as any of the Certificates or Additional Certificates remain outstanding and unpaid, the City will not exercise the power of condemnation with respect to the Leased Premises. The City further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the City shall fail or refuse to abide by such covenant and condemns the Leased Premises, then the appraised value of the Leased Premises shall not be less than the sum of: (i) as to Certificates and Additional Certificates then subject to optional prepayment, the principal and interest components of such Certificates and Additional Certificates outstanding through the date of their prepayment, and (ii) as to Certificates and Additional Certificates not then subject to optional prepayment, the amount necessary to defease such Certificates and Additional Certificates to the first available prepayment date in accordance with the Trust Agreement.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 8.1. Assignment by the Corporation. Except as provided herein, in the Trust Agreement and the Assignment Agreement, the Corporation will not assign this Lease to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in Section 2.2 hereof.

Section 8.2. Assignment and Subleasing by the City.

(a) Assignment. This Lease may be assigned by the City, so long as such assignment does not, in the opinion of Special Counsel, adversely affect the State tax-exempt status or the exclusion from gross income for federal income tax purposes of the interest with respect to the

Certificates and any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) or affect the validity of this Lease. In the event that this Lease is assigned by the City, the obligation to make Lease Payments hereunder shall remain the obligation of the City.

(b) Sublease. The City may sublease all or any portion of the Leased Premises subject to all of the following conditions:

(i) This Lease and the obligation of the City to make Lease Payments and Additional Payments hereunder shall remain obligations of the City; and

(ii) The City shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Trustee, a true and complete copy of such sublease;

(iii) The City shall furnish to the Corporation and the Trustee, an opinion of Special Counsel to the effect that the sublease will not cause the interest due with respect to the Certificates and any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) to be subject to State personal income tax or adversely affect the exclusion from gross income for federal income tax purposes of such amounts, provided that no such opinion shall be required with respect to the subleases in effect upon the Date of Delivery or with respect to any lease with respect to the use of the auditorium, soundstage and recording studio.

Section 8.3. Amendments and Modifications. This Lease may be amended or any of its terms modified with the written consent of the City and the Trustee (as assignee of the Corporation), in accordance with Article X of the Trust Agreement.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the City to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date; and

(b) Covenant Default. Failure by the City to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto or in the Trust Agreement or in the Site Lease, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Corporation, the Trustee, or the Owners of not less than twenty percent (20%) in aggregate principal amount of Certificates and Additional Certificates then Outstanding; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Corporation, the insurer of any Additional Certificates or such Owners, as the case may be, shall not unreasonably withhold their consent to an extension of such time if corrective

action is instituted by the City within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the City of a case in bankruptcy, or the subjection of any right or interest of the City under this Lease to any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

Section 9.2. Remedies on Default. Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease. Notwithstanding anything herein or in the Trust Agreement to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE LEASE PAYMENTS OR OTHERWISE DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE. After the occurrence of an event of default hereunder, the City will surrender possession of the Leased Premises to the Corporation, if requested to do so by the Corporation, the Trustee or the Owners, in accordance with the provisions of the Trust Agreement.

(a) No Termination; Repossession and Re-Lease on Behalf of The City. In the event the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the Corporation may, with the consent of the City, which consent is hereby irrevocably given, repossess the Leased Premises and re-lease it for the account of the City, in which event the City's obligation will accrue from year to year in accordance with this Lease and the City will continue to receive the value of the use of the Leased Premises from year to year in the form of credits against its obligation to pay Lease Payments. The obligations of the City shall remain the same as prior to such default, to pay Lease Payments and Additional Payments whether the Corporation re-enters or not. The City agrees to and shall remain liable for the payment of all Lease Payments and Additional Payments and the performance of all conditions contained herein and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Leased Premises, or, in the event the Corporation is unable to re-lease the Leased Premises, then for the full amount of all Lease Payments and Additional Payments to the end of the Term of this Lease, but said Lease Payments and Additional Payments and/or deficiency shall be payable only at the same time and in the same manner as provided above for the payment of Lease Payments and Additional Payments hereunder, notwithstanding such repossession by the Corporation or any suit brought by the Corporation for the purpose of effecting such repossession of the Leased Premises or the exercise of any other remedy by the Corporation.

The City hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the City to repossess and re-lease the Leased Premises in the event of default by the City in the performance of any covenants contained herein to be performed by the City and to remove all personal property whatsoever situated upon the Leased Premises, to place such property in storage or other suitable place in the County of Los Angeles, for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such repossession and re-leasing of the Leased Premises. The City hereby waives any and all claims for damage caused or which may be caused by the Corporation in repossessing the Leased Premises as provided herein and all claims for damages

that may result from the destruction of or the injury to the Leased Premises and all claims for damages to or loss of any property belonging to the City that may be in or upon the Leased Premises.

The City agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Leased Premises in the event of such repossession without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner provided for in subparagraph (b) below.

The City shall retain the portion of rental obtained by the Trustee, as assignee of the Corporation, that is in excess of the Lease Payments and Additional Payments, the fees, expenses and costs of the Trustee of re-leasing the Leased Premises, and all amounts payable by the City under this Lease and the Trust Agreement.

In the event that the liability of the City under this subsection (a) is held to constitute indebtedness or liability in any year exceeding in any year the income and revenue provided for such year, the Corporation, or the Trustee or the Owners, as assignees of the Corporation, shall not exercise the remedies provided in this subsection (a).

(b) Termination; Repossession and Re-Lease. In the event of the termination of this Lease by the Corporation at its option and in the manner hereinafter provided on account of default by the City (and notwithstanding any repossession of the Leased Premises by the Corporation in any manner whatsoever or the re-leasing of the Leased Premises), the City nevertheless agrees to pay to the Corporation all costs, losses or damages howsoever arising or occurring payable at the same time and in the same manner as is provided herein in the case of payment of Lease Payments and Additional Payments. Any proceeds of the re-lease or other disposition of the Leased Premises by the Corporation shall be deposited into the Lease Payment Fund and be applied in accordance with the provisions of Section 5.04 of the Trust Agreement. Any surplus received by the Trustee, as assignee of the Corporation, from such re-leasing over total Lease Payments shall be remitted to the City. Additional Payments that would have been due hereunder and the fees, expenses and costs of the Trustee as assignee of the Corporation on re-leasing the Leased Premises shall be remitted to the City. Neither notice to pay rent or to deliver up possession of the Leased Premises given pursuant to law nor any proceeding taken by the Corporation to recover possession of the Leased Premises shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the City of the election on the part of the Corporation to terminate this Lease. The City covenants and agrees that no surrender of the Leased Premises for the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice. No such termination shall be effected either by operation of law or act of the parties hereto, except only in the manner herein expressly provided.

(c) Opinion of Special Counsel. The re-leasing of the Leased Premises as provided herein shall be subject to the opinion of Special Counsel that such re-leasing will not cause the interest with respect to the Certificates and any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax-exempt Certificates) to be subject to State

personal income tax or adversely affect the exclusion from gross income for federal income tax purposes of such amounts.

(d) No Termination by The City. Under no circumstances may the City terminate this Lease as a remedy for a default by the Corporation in the performance of any obligation of the Corporation hereunder.

Section 9.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party; such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.6. Application of the Proceeds from the Re-Lease of the Leased Premises. All amounts received by the Corporation under this Article IX shall, subject to Section 13.03 of the Trust Agreement, be deposited by the Trustee in the Lease Payment Fund and credited towards the Lease Payments in order of Lease Payment Dates.

Section 9.7. Trustee and Owners to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article IX have been assigned by the Corporation to the Trustee under the Assignment Agreement, to which assignment the City hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners as provided in the Trust Agreement. In addition to the rights and remedies assigned by the Corporation to the Trustee, to the extent that the Trust Agreement and this Lease confer upon or gives or grant to the Trustee any right, remedy or claim under or by reason of the Trust Agreement or this Lease, the Trustee is hereby explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred given or granted.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1. Security Deposit. Notwithstanding any other provision of this Lease, the City may, on any date, secure the payment of Lease Payments and Additional Payments by a deposit by it

with the Trustee of cash and/or Government Obligations as provided in Section 14.01 of the Trust Agreement. In such event, and provided that the City has paid any other amounts due and owing under this Lease and the Trust Agreement, all obligations of the City under this Lease, and all security provided by this Lease for said obligations, shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, Lease Payments and Additional Payments from such deposit. On the date of said deposit title to the Leased Premises shall vest in the City automatically and without further action by the City or the Corporation (except as provided herein). Said deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease. The Corporation shall execute and deliver such further instruments and take such further action as may reasonably be requested by the City for carrying out the title transfer of the Leased Premises.

Section 10.2. Extraordinary Prepayment. The City shall be obligated to prepay the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys theretofore deposited in the Prepayment Fund (at least 45 days prior to the date fixed for prepayment of the Certificates and any Additional Certificates) pursuant to Section 4.02 of the Trust Agreement. The City and the Corporation hereby agree that such Net Proceeds or other moneys shall be credited towards the City's obligations hereunder (except in the case of such Prepayment of the Lease Payments in whole) pro rata among Lease Payments so that following Prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

Section 10.3. Optional Prepayment. Subject to the terms and conditions of this Section, the Corporation hereby grants an option to the City to prepay all or a portion of the Lease Payments to the extent and on the dates at the prepayment prices set forth in Section 4.03 of the Trust Agreement and in any Supplemental Agreement. The City shall provide notice to the Trustee at least 45 days prior to the date fixed for prepayment of the Certificates (or on such later date as shall be consented to by the Trustee). The City and the Corporation agree that such prepayments shall be credited toward the City's obligations hereunder corresponding to the resulting prepayment of the Certificates and Additional Certificates in accordance with Section 4.03 of the Trust Agreement and any Supplemental Agreement on the dates and at the prepayment prices provided therein.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received on the earlier of the day of actual receipt or five Business Days after deposit in the United States mail in first-class or certified form, postage prepaid, to the City or the Corporation, as the case may be, at the addresses indicated in Section 14.05 of the Trust Agreement. The Corporation, the City, and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Corporation and the City and their respective successors and assigns.

Section 11.3. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.4. Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.5. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Corporation has caused this Lease to be executed in its name by its duly authorized officer, and the City has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

MALIBU PUBLIC FINANCING CORPORATION,
as Lessor

By: _____
Its: President

Attest:

_____
Secretary

CITY OF MALIBU,
as Lessee

By: _____
Its: Mayor

Attest:

_____
City Clerk

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Leased Premises conveyed under the foregoing to the City of Malibu, a municipal corporation and a general law city duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Malibu, pursuant to authority conferred by resolution of the said City Council adopted on _____, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2016

CITY OF MALIBU

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

EXHIBIT A

SCHEDULE OF LEASE PAYMENTS

Date	*Principal Component*	*Interest Component*	*Lease Payments*
4/15/2017	$	$	$
10/15/2017			
4/15/2018			
10/15/2018			
4/15/2019			
10/15/2019			
4/15/2020			
10/15/2020			
4/15/2021			
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10/15/2043			
4/15/2044			
10/15/2044			
4/15/2045			
10/15/2045			
4/15/2046			

10/15/2046 TOTAL	$	$	$

EXHIBIT B

DESCRIPTION OF THE LEASED PREMISES

Real property in the City of Malibu, County of Los Angeles, State of California, described as follows;

PARCEL 1:

A PARCEL OF LAND IN THE CITY OF MALIBU, BEING THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN . BOOK 1 PAGES 407, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 27 OF RECORD OP SURVEY FILED IN BOOK '58 PAGES 46 TO 48 INCLUSIVE OF SURVEYS, SAID MOST SOUTHERLY CORNER BEING ALSO THE NORTHERLY END OF THAT LINE IN THE WESTERLY BOUNDARY OF THE LAND. DESCRIBED IN THE DEED To FRANK K. LYONS,• ET AL., RECORDED IN BOOK 20058 PAGE 215, OFFICIAL RECORDS, AS HAVING A BEARING AND LENGTH OF NORTH 13°52'05" WEST 1190.70. FEET; THENCE ALONG THE LAST MENTIONED BOUNDARY, SOUTH 13052'05" EAST 146.10 FEET, THENCE SOUTH 76°17'53" WEST 175.14 FEET; THENCE SOUTH 68°55'15" WEST 319.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10°36'05" WEST 746.16 FEET; THENCE NORTH 86°34'55" WEST 178.23 FEET, THENCE NORTH 42°49'35" WEST 289.20 FEET; THENCE SOUTH 53°24'15" WEST 273.48 FEET; THENCE SOUTH 27°44'28" EAST 1009.89 FEET; THENCE NORTH 68°55'15" EAST 280 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF THE ABOVE DESCRIBED. PARCEL LYING SOUTHERLY, WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ABOVE DESCRIBED PARCEL THAT IS DISTANT THEREON NORTH 10°36'05" WEST 364.21-FEET FROM THE SOUTHEASTERLY CORNER OF ABOVE DESCRIBED PARCELS; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID. PARCEL SOUTH 6B°55'15" WEST 213.80 FEET; THENCE PERPENDICULAR TO THE DIRECTION OF SAID SOUTHERLY LINE, NORTH 21°04145" WEST 34.80 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 68°55'15" WEST 178.33 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE ABOVE DESCRIBED PARCEL.

ALSO EXCEPT THEREFROM AS CONTAINED IN DEED FROM MARBLEHEAD LAND COMPANY, A CORPORATION, RECORDED ON FEBRUARY 18, 1944 IN BOOK 20581 PAGE 302, OFFICIAL RECORDS, THE FOLLOWING MATTERS;

(A) ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, COAL AND OTHER HYDROCARBON SUBSTANCES, IN, ON, WITHIN AND UNDER SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY.

(B) ALL RIPARIAN RIGHTS

PARCEL 2:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES OVER THE EASTERLY TWENTY FEET (20') OF PARCEL 1 (PER CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JULY 26, 1994 AS INSTRUMENT NO. 94-1381839).

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH OTHERS OVER THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED BY MATTHEW KELLER - BY PATENT RECORDED IN BOOK 1 PAGES 407, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY-RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 40.00 FEET WIDE ' LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND 80.00 FEET WIDE DESCRIBED IN THE DEED FROM T.R. CADWALADER, ET AL, TO-THE STATE OF CALIFORNIA, RECORDED IN BOOK 15228, PAGE 342, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT OF BEGINNING BEING DISTANT SOUTH 83°11'15n WEST 1025,00 FEET AND NORTH 648'45" WEST, 40.00 FEET FROM ENGINEER'S CENTER LINE STATION 926 PLUS 33.41 FEET AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID ABOVE MENTIONED DEED AS NORTH 83°11'15" EAST, 3983.81 FEET; THENCE NORTH 6°48'45" WEST, 949.98 FEET; THENCE SOUTH 75°41'35" WEST, 1869.28 FEET TO A LINE BEARING SOUTH 13°52,0S" EAST FROM THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN PARCEL I. ABOVE DESCRIBED AS NORTH 68°55'15" EAST, 280.00 FEET; THENCE NORTH 13°52'05" WEST 860.74 FEET TO SAID LAST MENTIONED CERTAIN COURSE.

APN: 4458-021-172

EXHIBIT C

DESCRIPTION OF THE PROJECT

Acquisition of approximately 35 acres of vacant land identified as Los Angeles County Assessor's Parcel No. 4470-012-045 located in the City of Malibu.

EXHIBIT D

LEASE SUPPLEMENT FORM

There is hereby subjected to the terms of that certain Lease/Purchase Agreement, dated as of October 1, 2016, by and between the Malibu Public Financing Corporation and the City of Malibu (the "City') the following items which shall comprise a portion of the Leased Premises, as defined therein:

Description of Substituted Leased Premises

[Insert Description]

Cost

I, the City Representative, hereby certify that:

(1) the fair rental value (based on the attached appraisal by an independent real estate appraiser) and the useful life of the above-described portion of the Leased Premises, as substituted, at least equals the fair rental value and the useful life of the portion of the Leased Premises for which it was substituted;

(2) the above-described portion of the Leased Premises will be used by the City for authorized public purposes and can be leased under the provisions of the Lease and the Government Code;

(3) the above-described portion of the Leased Premises is currently owned by the City; and

(4) the above-described portion of the Leased Premises is of approximately the same degree of essentiality to the City as the portion of the Leased Premises being replaced.

I, the City Representative, hereby certify that the portion of the Leased Premises being substituted is free and clear of all liens or claims of others, except for Permitted Encumbrances referred to in the Lease.

CITY OF MALIBU

By: [signature]_____
City Representative

TRUST AGREEMENT

Dated as of October 1, 2016

by and among

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

and

MALIBU PUBLIC FINANCING CORPORATION

and

CITY OF MALIBU

Relating to the

$_____
CITY OF MALIBU
CERTIFICATES OF PARTICIPATION 2016A

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TRUST AGREEMENT

THIS TRUST AGREEMENT, **is** dated as of October 1, 2016, **and entered into** by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States **of America**, as trustee (the "Trustee"), the MALIBU PUBLIC FINANCING CORPORATION, a 501(c)(4) nonprofit public benefit corporation duly organized and existing under the laws of the State of California, as lessor under the Lease hereinafter referred to (the "Corporation"), and the CITY OF MALIBU, a municipal corporation duly organized and existing under the Constitution and laws of the State of California, as lessee under the Lease (the "City");

WITNESSETH:

WHEREAS, the City and the Corporation have heretofore entered into a Lease/Purchase Agreement, dated as of September 1, 2009, as supplemented by a First Supplement to Lease/Purchase Agreement, dated as of March 1, 2010 (as supplemented, the "2010 Lease Agreement"), pursuant to which the Corporation agreed to lease to the City certain real property and improvements located thereon; and

WHEREAS, the City has previously executed and delivered its $18,660,000 City of Malibu Certificates of Participation 2009A (Tax Exempt) (City Hall Project) (the "2009A Certificates"), its $815,000 City of Malibu Certificates of Participation 2009B (Taxable) (City Hall Project) (the "2009B Certificates") and its $565,000 City of Malibu Certificates of Participation 2010D (Taxable) (City Hall Project) (the "2010D Certificates" and together with the 2009A Certificates and the 2009B Certificates, the "Refunded Certificates"), which Refunded Certificates were secured by lease payments under and pursuant to the terms the 2010 Lease Agreement; and

WHEREAS, the City and the Corporation have entered into a Lease/Purchase Agreement, dated as of October 1, 2016 (the "Lease"), whereby the City, as agent of the Corporation, shall cause the acquisition of certain property, as described therein (the "Project"), and the City has agreed to lease the Leased Premises (defined below) from the Corporation; and

WHEREAS, in order to finance the Project, to prepay the 2010 Lease Agreement and to defease and refinance the Refunded Certificates, the City and the Corporation have authorized the sale of the $_____ City of Malibu Certificates of Participation 2016A (the "Certificates"); and

WHEREAS, as security for the Certificates, the Corporation has assigned the rights to receive all Lease Payments described in the Lease, and the Corporation and the City have granted a security interest in all moneys held by the Trustee hereunder (other than the Rebate Fund as described herein) to the extent described herein to the Trustee for the benefit of the Owners of Certificates and any Additional Certificates executed and delivered hereunder; and

WHEREAS, Section 5420 *et seq.* of the California Government Code (the "Government Code") provides statutory authority for pledging collateral for the payment of principal or prepayment price of, and interest on, any agreement, including certificates of participation, and the Government Code creates a continuing perfected security interest which shall attach immediately to such collateral irrespective of whether the parties to the pledge document have notice of the pledge and without the need for any physical delivery, recordation, filing or further act, and, therefore, the City and the

Corporation hereby warrant and represent that pursuant to the Lease, this Trust Agreement and the Government Code, the Trustee has a first priority perfected security interest in the Lease Payments described in the Lease represented by the Certificates pursuant to the Government Code; and

WHEREAS, the Trustee has agreed to apply the proceeds of the Certificates deposited in the Project Fund to pay certain Project Costs and Delivery Costs (as such terms are defined herein).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions and Rules of Construction. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Trust Agreement, refer to this Trust Agreement as a whole.

"Additional Certificates" means certificates of participation authorized by a Supplemental Agreement that are executed and delivered by the Trustee under and pursuant to Section 2.12.

"Additional Payments" means all amounts payable by the City as Additional Payments as defined in Section 4.11 of the Lease.

"Assignment Agreement" means the Assignment Agreement, dated as of the date hereof, by and between the Trustee and the Corporation, and any duly authorized and executed amendments thereto.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

"Business Day" means any day other than (i) a Saturday or Sunday, or (ii) a day on which banking institutions in the State of New York or the State of California are authorized or required by law or executive order to remain closed.

"Certificates" means the $_____ City of Malibu Certificates of Participation 2016A to be executed and delivered by the Trustee pursuant to this Agreement.

"Certificate Year" means the period extending from November 2 each year to November 1 of the subsequent calendar year, provided that the first Certificate Year shall commence on the Closing Date and end on November 1, 2016.

"City" means the City of Malibu, a municipal corporation and a general law city organized and existing under the laws and Constitution of the State, and its successors and assigns.

"City Representative" means the City Manager of the City, the Assistant City Manager or any other person authorized by the City Manager of the City to act on behalf of the City with respect to the Lease or this Trust Agreement.

"Closing Date" means the date on which the Certificates, duly executed by the Trustee, are delivered to the Original Purchaser thereof.

"Code" means the Internal Revenue Code of 1986, and the regulations issued thereunder, as the same may be amended from time to time, and any successor provisions of law. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement dated as of October 1, 2016, by and between the City and Trustee, as Dissemination Agent, as it may be amended from time to time in accordance with the terms thereof.

"Corporation" means the Malibu Public Financing Corporation, a 501(c)(4) nonprofit public benefit corporation organized under the laws of the State, its successors and assigns.

"Corporation Representative" means the President, Vice President, Secretary, Treasurer of the Corporation, or any other person authorized to act on behalf of the Corporation under or with respect to the Lease.

"Delivery Cost Requisition" means a written requisition substantially in the form attached hereto as Exhibit B-1.

"Delivery Costs" means and includes all items of expense directly or indirectly payable by or reimbursable to the City or the Corporation relating to the financing of the Project or prepayment of the Refunded Certificates from the proceeds of the Certificates, including but not limited to costs provided in the contract of purchase with the Original Purchaser, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, initial fees and charges of the Trustee, including its first annual administration fee and the fees of its counsel, legal fees and charges, financing and other professional consultant fees, fees of auctioning the Certificates, costs of rating agencies and costs of providing information to such rating agencies, any computer and other expenses incurred in connection with the Certificates, fees for execution, transportation and safekeeping of the Certificates and charges and fees in connection with the foregoing.

"Delivery Costs Subaccount" means the fund by that name established and held by the Trustee pursuant to Section 3.01 hereof.

"Delivery Date" means _____, 2016.

"Depository" means the securities depository acting as depository pursuant to Section 2.10 hereof.

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Certificates.

"Escrow Agreements" means the 2009A Escrow Agreement, the 2009B Escrow Agreement and the 2010D Escrow Agreement.

"Escrow Funds" means the Escrow Funds established under the Escrow Agreements.

"Event of Default" means an event of default under the Lease, as defined in Section 9.1 thereof.

"Fiscal Year" means the fiscal year of the City commencing July 1 and ending June 30 of the next year.

"Government Obligations" means Permitted Investments of the type described in paragraphs (A) or (B) of the definition thereof.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the Trustee or the City.

"Interest Payment Date" means May 1 and November 1 of each year commencing May 1, 2017.

"Lease" means the Lease/Purchase Agreement related to the Certificates, dated as of the date hereof, by and between the City and the Corporation, and any duly authorized and executed amendments thereto.

"Lease Payment" means any of the Lease Payments required to be paid by the City to the Corporation pursuant to Section 4.4 of the Lease.

"Lease Payment Date" means the Lease Payment Date defined in Section 4.4(a) of the Lease, which shall be each April 15 and October 15 commencing April 15, 2017.

"Lease Payment Fund" means the fund by that name established and held by the Trustee pursuant to ~~Article V~~**Section 5.02** hereof.

"Leased Premises" has the meaning set forth in the Lease.

"Letter of Representations" means the letter of the City delivered to and accepted by the Depository on or prior to delivery of the Certificates as book-entry certificates making reference to the DTC Operational Arrangements memorandum, as it may be amended from time to time, setting forth the basis on which the Depository serves as depository for such book-entry certificates, as such letters were originally executed or as they may be supplemented or revised or replaced by letters from the City and the Trustee delivered to and accepted by the Depository.

"Moody's" means Moody's Investors Service or any successors or assigns thereto.

"Net Proceeds" means any proceeds of any insurance, performance bonds or taking by eminent domain or condemnation paid with respect to the Leased Premises remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Net Proceeds Fund" means the fund by that name established and held by the Trustee pursuant to ~~Article VII~~**Section 7.01** hereof.

"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.10 hereof.

"Original Purchaser" means Stifel, Nicolaus & Company, Incorporated as original purchaser of the Certificates on the Closing Date.

"Outstanding" when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 10.03 hereof) all Certificates or Additional Certificates theretofore executed and delivered by the Trustee under this Trust Agreement except:

(1) Certificates or Additional Certificates theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Certificates or Additional Certificates for the payment or prepayment of which funds or Government Obligations, together with interest earned thereon, in the necessary amount shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or prepayment date of such Certificates or Additional Certificates), provided that, if such Certificates are to be prepaid prior to maturity, notice of such prepayment shall have been given as provided in Section 4.05 hereof or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(3) Certificates or Additional Certificates in lieu of or in exchange for which other Certificates or Additional Certificates shall have been executed and delivered by the Trustee pursuant to Sections 2.06 and 2.07 hereof.

"Owner" or "Certificate Owner" or "Owner of a Certificate", or any similar term, when used with respect to a Certificate means the person in whose name such Certificate is registered on the registration books maintained by the Trustee.

"Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

"Permitted Investments" means, if and to the extent permitted by law and by any policy guidelines promulgated by the City:

A. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

B. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1. Farmers Home Administration (FmHA)
   Certificates of beneficial ownership

2. Federal Housing Administration Debentures (FHA)

3. General Services Administration
   Participation certificates

4. Government National Mortgage Association (GNMA or "Ginnie Mae")
GNMA-guaranteed mortgage-backed bonds
GNMA-guaranteed pass-through obligations

5. U.S. Maritime Administration
Guaranteed Title XI financing (qualified under the Ship Financing Act of 1972)

6. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Corporation Bonds

C. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

1. Federal Home Loan Bank System
Senior debt obligations

2. Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
Participation certificates
Senior debt obligations

3. Federal National Mortgage Association (FNMA or "Fannie Mae")
Mortgage-backed securities and senior debt obligations (excluding stripped mortgage securities which are valued greater than par on the portion of unpaid principal)

4. Student Loan Marketing Association (SLMA or "Sallie Mae")
Senior debt obligations

5. Resolution Funding Corp (REFCORP)
The interest only component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York

6. Farm Credit System Corp. - Consolidated system-wide bonds and notes

D. Money market funds registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAAm" or "AAm" and by Moody's of "Aaa," "Aa1" or "Aa2," including funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide investment advisory or other management services.

E. Certificates of deposit secured at all times by collateral described in (A) and/or (B) above and having a maturity of one year or less. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated "A-1+" by Standard & Poor's and "Prime-1" by Moody's, which may

include the Trustee and its affiliates. The collateral must be held by a third party and the Bondholders must have a perfected first security interest in the collateral.

F. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC (including those of the Trustee and its affiliates).

G. Commercial paper rated at the time of investment "Prime - 1" by Moody's and "A-1+" or better by Standard & Poor's.

H. Investment agreements, including guaranteed investment agreements, acceptable to the Trustee.

I. Bonds or notes issued by any state or municipality which are rated by Moody's and Standard & Poor's in one of the two highest rating categories assigned by such agencies.

J. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured or unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1+" or better by Standard & Poor's, including those of the Trustee and its affiliates.

K. Repurchase agreements rated "AA" or better by Standard and Poor's and that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee (buyer/lender), and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee, in exchange for the securities at a specified date or dates.

L. Any guaranteed investment contract, including forward delivery agreements ("FDAs") and forward purchase agreements ("FPAs"), with a financial institution or insurance company which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims-paying ability rated within the two highest rating categories of Standard & Poor's and Moody's. Only Permitted Investments described in clauses A, B or C above and having maturities equal to or less than 30 years from their date of delivery will be considered eligible for any collateralization/delivery purposes for guaranteed investment contracts, FDAs or FPAs;

M. Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's. If, however, the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.

N. The Local Agency Investment Fund of the State, provided that the Trustee may deposit and withdraw monies in its own name.

O. Any other investment which the City is permitted by law to make (including investment agreements and forward delivery or forward purchase agreements).

"Value" of the above investments shall be determined by the manner currently employed by the Trustee or any other manner consistent with industry standard.

"Prepayment" means any payment made by the City pursuant to Article X of the Lease as a prepayment of Lease Payments.

"Prepayment Fund" means the fund by that name established and held by the Trustee pursuant to ~~Article IV~~**Section 4.01** hereof.

"Principal Office or Corporate Trust Office" means the corporate trust office of the Trustee at 633 W. Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Global Corporate Trust, or such other or additional offices as may be designated by the Trustee; provided, however, that for the purposes of payment, transfer or exchange of Certificates such term means the office or agency of the Trustee at which, at any particular time its corporate trust agency business shall be conducted.

"Project" means the acquisition by the City of certain real property described in the Lease or any other project identified in the Lease or any supplement thereto as a Project.

"Project Cost Requisition" means a written requisition substantially in the form attached hereto as Exhibit B-2.

"Project Costs" means, with respect to any item or portion of the Project, the contract price paid or to be paid therefor upon acquisition, construction, procurement or improvement thereof, in accordance with a purchase order or contract therefor. Project Costs include, but are not limited to, the administrative, engineering, interior decorating, legal, financial and other costs incurred by the City and the Corporation in connection with the acquisition, construction, procurement, remodeling or improvement of the Project, all applicable sales taxes and other charges resulting from such construction, procurement, remodeling or improvement of the Project and the costs associated with making rebate calculations required by the Code. Project Costs shall not include any costs of the City or the Corporation to enforce remedies hereunder or under the Lease.

"Project Fund" means the fund by that name established and held by the Trustee pursuant to ~~Article III~~**Section 3.01** hereof.

"Record Date" means the close of business on the fifteenth day of the month preceding each Interest Payment Date, whether or not such fifteenth day is a Business Day.

"Refunded Certificates" means the 2009A Certificates, the 2009B Certificates and the 2010D Certificates.

"Series" means the Certificates and such Additional Certificates which are secured by Lease Payments.

"S&P" or "Standard & Poor's" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, or any successors or assigns thereto.

"Site Lease" means the Site Lease related to the Certificates, dated the date hereof, by and between the Corporation and the City.

"Special Counsel" means Stradling Yocca Carlson & Rauth, a Professional Corporation, or any other attorney or firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions and acceptable to the City.

"State" means the State of California.

"Supplemental Agreement" means a supplement to this Trust Agreement providing for the execution and delivery of Additional Certificates pursuant to Section 2.12.

"Tax Certificate" means the Tax Certificate, dated as of the Closing Date, concerning matters pertaining to the use and investment of proceeds of the Certificates executed and delivered to the City on the date of execution and delivery of the Certificates, including any and all exhibits attached thereto.

"Term" means the time during which the Lease is in effect, as provided in Section 4.2 of the Lease.

"Trustee" means Trustee, a national banking association duly organized and existing under the laws of the United States, and any successor trustee.

"Trust Agreement" or "Agreement" means this Trust Agreement, together with any amendments hereof or supplements hereto permitted to be made hereunder.

"2009A Certificates" means the $18,660,000 aggregate principal amount of the City of Malibu Certificates of Participation 2009A (Tax Exempt) (City Hall Project).

"2009A Escrow Agreement" means that certain Escrow Agreement dated as of October 1, 2016, by and between the City and U.S. Bank National Association, as Escrow ~~Bank~~**Agent**, providing for the defeasance of the 2009A Certificates.

"2009B Certificates" means the $815,000 aggregate principal amount of the City of Malibu Certificates of Participation 2009B (Taxable) (City Hall Project).

"2009B Escrow Agreement" means that certain Escrow Agreement dated as of October 1, 2016, by and between the City and U.S. Bank National Association, as Escrow ~~Bank~~**Agent**, providing for the defeasance of the 2009B Certificates.

"2010D Certificates" means the $565,000 aggregate principal amount of the City of Malibu 2010D Certificates of Participation (Taxable) (City Hall Project).

"2010D Escrow Agreement" means that certain Escrow Agreement dated as of October 1, 2016, by and between the City and U.S. Bank National Association, as Escrow ~~Bank~~**Agent**, providing for the defeasance of the 2010D Certificates.

Section 1.02. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section 1.03. Equal Security. In consideration of the acceptance of the Certificates by the Owners, this Trust Agreement shall be deemed to be and shall constitute a contract between the Trustee and the Owners to secure the full and final payment of the interest, if any, and principal represented by the Certificates which may be executed and delivered hereunder, subject to each of the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms

contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to security or otherwise of any Certificates of a Series over any other Certificates of a Series by reason of the number or date thereof or the time of execution or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein. All of the Certificates of a Series are equally secured as provided in this Section 1.03, except as may be otherwise expressly provided in this Trust Agreement.

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

Section 2.01. Authorization. Upon written request of the City Representative, the Trustee will execute and deliver to the Original Purchaser Certificates in an aggregate principal amount of $_____ representing proportionate ownership interests in the Lease Payments and the Prepayments. The Certificates shall be initially executed and delivered as book-entry certificates.

Section 2.02. Description of Certificates.

(a) Each Certificate shall be dated the Delivery Date and shall mature on November 1 in each of the years and in the amounts, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

Maturity (November 1)	Principal Amount	Interest Rate
2017	$	%
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2041		
2046		

The Certificates shall be delivered in fully registered form, numbered from one upwards in consecutive numerical order (with such alphabetical prefix as the Trustee shall determine). The Certificates shall be executed and delivered in the denominations of $5,000 and any integral multiple thereof.

Each Certificate shall bear interest from the Interest Payment Date next preceding the date of execution thereof, unless (i) it is executed during the period from the day after the Record Date for an Interest Payment Date to and including such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is executed on or prior to the Record Date for the first Interest Payment Date, in which event interest shall be payable from the Delivery Date; provided, however, that if, at the time of execution of any Certificate interest with respect to such Certificate is in default, such Certificate shall bear interest from the Interest Payment Date to which interest has been paid or made available for payment with respect to such Certificate.

(b) Payment Provisions. Interest with respect to any Certificate shall be payable in lawful money of the United States of America by check or draft of the Trustee, mailed no later than the Interest Payment Date to the Owner at his address as it appears, on the Record Date, on the registration books maintained by the Trustee or at such other address as has been furnished to the Trustee in writing by the Owner on or prior to such Record Date; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Certificates filed with the Trustee prior to any Record Date, interest with respect to such Certificates shall be paid to such Owner on each succeeding Interest Payment Date (unless such request has been revoked in writing) by wire transfer of immediately available funds to an account in the continental United States designated in such written request. Payments of defaulted interest with respect to the Certificates shall be paid by check or draft to the registered Owners of the Certificates as of a special record date to be fixed by the Trustee, notice of which special record date shall be given to the registered Owners of the Certificates no less than ten days prior thereto. The principal of and premium, if any, on the Certificates is payable when due upon surrender thereof at the Principal Office in lawful money of the United States of America.

Section 2.03. Form of Certificates. The Certificates and the assignment to appear thereon shall be substantially in the forms set forth in Exhibit A attached hereto and by this reference incorporated herein with such appropriate additions, modifications, and insertions as are permitted or required by this Trust Agreement. Pending the preparation of definitive Certificates the Certificates may be executed and delivered in temporary form exchangeable for definitive Certificates when ready for delivery. If the Trustee delivers temporary Certificates, it shall execute and deliver definitive Certificates in an equal aggregate principal amount of authorized denominations, when available, without additional charge, and thereupon the temporary Certificates shall be surrendered to the Trustee at its Principal Office. Until so exchanged, the temporary Certificates shall be entitled to the same benefits under this Trust Agreement as definitive Certificates.

Section 2.04. Execution. The Certificates shall be executed by and in the name of the Trustee by the manual signature of any authorized signatory of the Trustee. The Trustee shall insert the date of execution of each Certificate in the place provided thereon.

Section 2.05. Application of Proceeds and Other Amounts. The proceeds from the sale of the Certificates in the amount of $_____ (representing the par amount of the Certificates of $_____, plus net original premium of $_____, less Original Purchaser's discount of $_____) shall be deposited with the Trustee as follows: $_____ shall be deposited to the

Delivery Costs Subaccount of the Project Fund for the payment of Delivery Costs, $_____ to the Project Fund, $_____ to the 2009A Escrow Fund, $_____ to the 2009B Escrow Fund and $_____ to the 2010D Escrow Fund.

The Trustee may, in its discretion, establish a temporary fund or account in its books or records to facilitate such deposits and transfers.

Section 2.06. Transfer and Exchange.

(a) Transfer of Certificates. Any Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.09 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation at the Principal Office accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for transfer, the Trustee shall execute and deliver a new Certificate or Certificates of the same tenor and maturity, for like aggregate principal amount in authorized denominations. The cost of printing Certificates and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the City. The Trustee shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, and there shall be no other charge to any Owner for any such transfer.

(b) Exchange of Certificates. Certificates may be exchanged at the Principal Office for a like aggregate principal amount of Certificates of other authorized denominations of the same tenor and maturity. The Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The cost of printing Certificates and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the City. All Certificates surrendered pursuant to the provisions of this Section shall be cancelled and destroyed by the Trustee and shall not be redelivered.

(c) Time for Transfer or Exchange. The Trustee shall not be obligated to transfer or exchange any Certificate after a Record Date and before the following Interest Payment Date, or during the period in which it is selecting Certificates for prepayment, or after notice of prepayment has been given as provided in Section 4.05.

Section 2.07. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like tenor, maturity and principal amount in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be cancelled by it. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity, satisfactory to the Trustee indemnifying the Trustee, the Corporation and the City, shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor, maturity and principal amount and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Certificate delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Certificate executed under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and

proportionately entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate in place of one which has been mutilated, lost, destroyed or stolen, and which has matured, or has been called for prepayment, the Trustee may make payment with respect to such Certificate upon receipt of the above-mentioned indemnity.

Section 2.08. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) The fact of the ownership of Certificates by any person, the amount and numbers of such Certificates and the date of execution shall be proved by the registration books maintained pursuant to Section 2.09 hereof.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient in its sole discretion. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or to be done by the Trustee in pursuance of such request or consent.

Section 2.09. Certificate Register. The Trustee will keep or cause to be kept at its Principal Office or another office designated by the Trustee sufficient books for the registration and transfer of the Certificates which shall, during normal working hours and upon reasonable notice, be open to inspection by the City and the Corporation; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided. The City, the Corporation and the Trustee shall be entitled to treat the registered owner of a Certificate as the absolute owner thereof for all purposes, whether or not a Certificate shall be overdue and the City, the Corporation and the Trustee shall not be affected by any notice to the contrary.

Section 2.10. Book-Entry System.

(a) Election of Book-Entry System. Prior to the execution and delivery of the Certificates, the City may provide that such Certificates shall be initially executed and delivered as book-entry Certificates. If the City shall elect to deliver any Certificates in book-entry, then the City shall cause the delivery of a separate single fully registered Certificate (which may be typewritten) for each maturity date of such Certificates in an authorized denomination corresponding to that total principal amount of the Certificates designated to mature on such date. Upon initial execution and delivery, the ownership of each such Certificate shall be registered in the Certificate register in the name of the Nominee, as nominee of the Depository, and ownership of the Certificates, or any portion thereof, may not thereafter be transferred except as provided in Section 2.10(d).

With respect to book-entry Certificates, the City and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Certificates. Without limiting the immediately preceding sentence, the City and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Certificates, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Certificate register, of any notice with respect to book-entry Certificates, including any notice of prepayment, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Certificates to be prepaid in the event the City prepays the Certificates in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest evidenced and represented by book-entry Certificates. The City and the Trustee may treat and consider the person in whose name each book-entry Certificate is registered in the Certificate register as the absolute Owner of such book-entry Certificate for the purpose of payment of principal, premium and interest with respect to such Certificate, for the purpose of giving notices of prepayment and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Trustee shall pay all principal, premium, if any, and interest evidenced and represented by the Certificates only to or upon the order of the respective Owner, as shown in the Certificate register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal, premium, if any, and interest evidenced and represented by the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Certificate register, shall receive a Certificate evidencing the obligation to make payments of principal, premium, if any, and interest evidenced and represented by the Certificates. Upon delivery by the Depository to the Owner and the Trustee, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word "Nominee" in this Trust Agreement shall refer to such nominee of the Depository.

(b) Delivery of Letter of Representations. In order to qualify the book-entry Certificates for the Depository's book-entry system, the City shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the City any obligation whatsoever with respect to persons having interests in such book-entry Certificates other than the Owners, as shown on the Certificate register. In addition to the execution and delivery of a Letter of Representations, the City shall take such other actions, not inconsistent with this Trust Agreement, as are reasonably necessary to qualify book-entry Certificates for the Depository's book-entry program.

(c) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Certificates, or (ii) the City determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Certificates or the City, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new single, separate, fully registered Certificate for each of the maturity dates of such book-entry Certificates, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (d) hereof. If the City fails to identify another qualified securities depository to replace the Depository, then the Certificates shall no longer be restricted to being registered in such Certificate register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Certificates shall designate, in accordance with the provisions of Section 2.06 hereof.

(d) Payments to Depository. Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Outstanding Certificates are held in book-entry and registered in the name of the Nominee, all payments with respect to principal, prepayment premium, if any, and interest evidenced and represented by such Certificate and all notices with respect to such Certificate shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Trustee notwithstanding any inconsistent provisions herein.

(i) The Certificates shall be initially executed and delivered as provided in Section 2.01 hereof. If such Certificates are initially registered in the name of the Nominee, then registered ownership of such Certificates, or any portions thereof, may not thereafter be transferred except:

(A) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to clause (B) of subsection (i) of this Section 2.10(d) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(B) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the City that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(C) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the City that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(ii) In the case of any transfer pursuant to clause (A) or clause (B) of subsection (i) of this Section 2.10(d), upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the City to the Trustee designating the Substitute Depository, a single new Certificate, which the City shall prepare or cause to be prepared, shall

be executed and delivered for each maturity of Certificates then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the City. In the case of any transfer pursuant to clause (C) of subsection (i) of this Section 2.10(d), upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the City to the Trustee, new Certificates, which the City shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the City, subject to the limitations of Section 2.01 hereof, provided that the Trustee shall not be required to deliver such new Certificates within a period of less than sixty (60) days from the date of receipt of such written request from the City.

(iii) In the case of a partial prepayment or an advance refunding of any Certificates evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Certificates indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee, all in accordance with the Letter of Representations. The Trustee shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(iv) The City and the Trustee shall be entitled to treat the person in whose name any Certificate is registered as the Owner thereof for all purposes of this Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the City; and the City and the Trustee shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Certificates. Neither the City nor the Trustee shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Certificates, and the Trustee may rely conclusively on its records as to the identity of the Owners of the Certificates.

Section 2.11. Destruction of Cancelled Certificates. Whenever in this Trust Agreement provision is made for the surrender or cancellation by the Trustee and the delivery to the City of any Certificates, the Trustee will cancel and destroy such Certificates and deliver a certificate of such destruction to the City upon its request.

Section 2.12. Additional Certificates. Subsequent to the execution and delivery by the Trustee of the Certificates, the Trustee shall, upon written request or requests of the City Representative and of the Corporation Representative, execute and deliver from time to time one or more series of Additional Certificates in such aggregate principal amount as may be set forth in such written request or requests, provided that there shall have been compliance with all of the following conditions, which are hereby made conditions precedent to the preparation, execution and delivery of such Additional Certificates:

(a) The parties to this Trust Agreement shall have executed a Supplemental Agreement which sets forth the terms and provisions of such Additional Certificates, including the establishment of such funds and accounts, which may be separate and apart from the funds and accounts established hereunder for the Certificates, as shall be necessary or appropriate;

(b) The scheduled principal and interest payable with respect to such Additional Certificates shall be payable only on Interest Payment Dates applicable to the Certificates;

(c) The Lease shall have been amended, if necessary, to (i) increase or adjust the Lease Payments due and payable on each Lease Payment Date to an amount sufficient to pay the principal, premium (if any) and interest payable with respect to all Outstanding Certificates, including all Additional Certificates as and when the same mature or become due and payable (except to the extent such principal, premium and interest may be payable out of moneys then on deposit with the Trustee in accordance with this Trust Agreement), (ii) if appropriate, amend the definition of "Leased Premises" to include as part of the Leased Premises all or any portion of additions, betterments, extensions, improvements or replacements, or such other real or personal property (whether or not located upon the Leased Premises as such Leased Premises is constituted as of the date of this Trust Agreement), to be financed, acquired or constructed by the preparation, execution and delivery of such Additional Certificates, and (iii) make such other revisions to the Lease as are necessitated by the execution and delivery of such Additional Certificates (provided, however, that such other revisions shall not prejudice the rights of the Owners of Outstanding Certificates as granted them under the terms of this Trust Agreement);

(d) There shall have been delivered to the Trustee a counterpart of the amendments required by subsection 2.12(c) hereof;

(e) The Trustee shall have received a certificate of the Corporation Representative that there exists on the part of the Corporation no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default);

(f) The Trustee shall have received a certificate of the City Representative that (i) there exists on the part of the City no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) and (ii) the Lease Payments as increased or adjusted do not exceed in any year the fair rental value of the Leased Premises (as such term is defined in the amended Lease);

(g) The Trustee shall have received an opinion of Special Counsel substantially to the effect that (i) said Supplemental Agreement and said amendments to the Lease comply in all respects with the requirements of this Section 2.12, (ii) said Supplemental Agreement and said amendments to the Lease have been duly authorized, executed and delivered by the City and the Corporation, as applicable, (provided that said opinion of Special Counsel, in rendering the opinions set forth in this clause (ii), shall be entitled to rely upon one or more other opinions of counsel, including counsel to any of the respective parties to said Supplemental Agreement or said amendments to the Lease), (iii) assuming that no Event of Default has occurred and is continuing, this Trust Agreement, as amended by said Supplemental Agreement, and the Lease, as amended by the respective amendments thereto, constitute the legal, valid and binding obligations of the City and Corporation, as applicable, enforceable against said parties in accordance with their respective terms (except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, debt adjustment or other laws affecting creditors' rights generally, and except to the extent that enforcement thereof may be limited by general principles of equity, regardless of whether enforcement is sought in a legal or equitable proceeding) and (iv) the execution of such Supplemental Agreement and said amendments to the Lease, and performance by the parties thereunder, will not result in the inclusion of the interest portion of any Lease Payments payable with respect to any Certificates, including Additional Certificates (to the extent such Additional Certificates are executed and delivered

as tax exempt Certificates), theretofore prepared, executed and delivered, in the gross income of the Owners of the Certificates or the owners of any Additional Certificates (to the extent such Additional Certificates are executed and delivered as tax exempt Certificates) for purposes of federal income taxation;

(h) There shall have been delivered to the Trustee an endorsement to or reissuance of the title insurance policy delivered under Section 5.5 of the Lease providing that the insured amount is at least equal to the aggregate principal amount of all of the Certificates and Additional Certificates outstanding upon the execution and delivery of such Additional Certificates; and

(i) Such other conditions shall have been satisfied, and such other instruments shall have been duly executed and delivered to the Trustee, as the City or the Corporation shall have reasonably requested.

Upon delivery to the Trustee of the foregoing instruments, the Trustee shall cause to be executed and delivered Additional Certificates of a Series representing the aggregate principal amount specified in such Supplemental Agreement, and such Additional Certificates shall be equally and ratably secured with all Certificates of like Series, including any Additional Certificates, theretofore prepared, executed and delivered, all without preference, priority or distinction (other than with respect to maturity, payment, prepayment or sinking fund payment (if any)) of any one Certificate of a Series, including Additional Certificates, over any other; provided, however, that no provision of this Trust Agreement shall require the City to consent to or otherwise permit the preparation, execution and delivery of Additional Certificates, it being understood and agreed that any such consent or other action of the City to permit the preparation, execution and delivery of Additional Certificates, or lack thereof, shall be in the sole discretion of the City.

ARTICLE III

PROJECT FUND

Section 3.01. Establishment of Project Fund. The Trustee shall establish a special fund designated as the "City of Malibu (2016A Certificates) Project Fund," referred to herein as the "Project Fund." Within the Project Fund, there shall be established **a** Delivery Costs ~~Subaccounts~~**Subaccount** therein; shall keep the Project Fund separate and apart from all other funds and moneys held by it; and shall administer such fund as herein provided. The Project Fund shall be held and applied by the Trustee in accordance herewith.

Section 3.02. Purpose. Moneys in the Project Fund shall be expended for Project Costs and Delivery Costs.

Section 3.03. Deposit of Moneys; Payment of Project Costs and Delivery Costs.

(a) Deposits. There shall be credited to the Project Fund the following amounts: (1) the proceeds of sale of the Certificates required to be deposited therein pursuant to Section 2.05 hereof; (2) all investment earnings on moneys held in the Project Fund, which shall remain in the Project Fund until expended for Project Costs or applied to the prepayment of Certificates, as described in Section 3.04 below; and (3) any other funds from time to time deposited with the Trustee to pay Project Costs.

(b) Disbursements. The Trustee shall disburse moneys in the Project Fund from time to time to pay Project Costs directly or to reimburse the City for payment of Project Costs, upon receipt by the Trustee of a Project Cost Requisition signed by the City Representative. The Trustee shall have no duty or liability to monitor the application of any moneys disbursed hereunder. The Trustee shall disburse moneys from the Delivery Costs ~~Subaccounts~~**Subaccount** to pay Delivery Costs or to reimburse the City for payment of such Delivery Costs upon receipt by the Trustee of a Delivery Cost Requisition signed by the City Representative. The Trustee shall be absolutely protected in making any disbursement from the Project Fund in reliance upon a Project Cost Requisition or Delivery Cost Requisition signed by the City Representative. Each such Project Cost Requisition and Delivery Cost Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Any remaining balance in ~~a~~**the** Delivery Costs Subaccount after [December 1, 2016] shall be transferred by the Trustee to ~~the applicable account of~~ the Project Fund as directed in writing by City Representative **and the Delivery Costs Subaccount shall be closed**.

Section 3.04. Transfers of Unexpended Proceeds. Upon the filing with the Trustee of a certificate of a City Representative certifying that no Project Costs remain to be paid, the Trustee shall withdraw all remaining moneys in the Project Fund (other than any moneys retained therein to pay Project Costs not then due and payable and certified by the City Representative) and shall transfer such moneys to ~~the applicable account of~~ the Lease Payment Fund to be applied to the payment of principal and interest with respect to the applicable Series of Certificates as prescribed in Section 5.04 hereof or, at the written election of the City Representative delivered to the Trustee, together with an opinion of Special Counsel that such transfer will not cause interest due with respect to the Certificates to be included in gross income for federal income tax purposes, shall transfer such moneys to the City for the purpose of capital expenditures of the City, and following such transfer, the Project Fund shall be closed.

ARTICLE IV

PREPAYMENT FUND

Section 4.01. Establishment of Prepayment Fund. The Trustee shall establish a special fund designated as the "City of Malibu (2016A Certificates) Prepayment Fund," referred to herein as the "Prepayment Fund"; shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as herein provided. Moneys to be used for prepayment of the Certificates shall be deposited into the Prepayment Fund and used solely for the purpose of prepaying the Certificates in advance of their maturity on the date designated for prepayment and upon presentation and surrender of such Certificates to the Trustee.

Section 4.02. Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee shall deposit in the Prepayment Fund as provided in Section 6.1(c) of the Lease at least 45 days prior to the date fixed for prepayment and credited towards the prepayment made by the City pursuant to Section 10.2~~(a)~~ of the Lease, at a prepayment price equal to the principal amount thereof together with accrued interest to the date fixed for prepayment, without premium.

Section 4.03. Prepayment

(a) Optional Prepayment. The Certificates maturing on or after November 1, 20__ are subject to prepayment prior to maturity in whole or in part on any date on or after November 1, 20__, at the option of the City, in the event the City exercises its option under Section 10.3 of the Lease to prepay all or a portion of the principal component of the Lease Payments (in integral multiples of $5,000), at the prepayment price equal to the principal component to be prepaid, plus accrued interest to the date fixed for prepayment, without premium. In the event the City gives notice to the Trustee of its intention to exercise such option, but fails to deposit with the Trustee on or prior to the prepayment date an amount equal to the prepayment price, the City will continue to pay the Lease Payments as if no such notice had been given.

(b) Mandatory Sinking Account Payment.

(i) The Certificates maturing November 1, 20__ (the "20__ Term Certificates") are subject to prepayment in part by lot, on November 1 in each of the following years from sinking account payments as set forth below at a prepayment price equal to the principal amount thereof to be prepaid, without premium; provided, however, that if some but not all of the 20__ Term Certificates have been prepaid pursuant to an optional or extraordinary prepayment, the total amount of all future sinking account payments will be reduced by the aggregate principal amount of the 20__ Term Certificates so prepaid in such manner as selected by the City. In addition, in lieu of prepayment thereof, the 20__ Term Certificates may be purchased by the City and tendered to the Trustee pursuant to the provisions hereof.

Mandatory Prepayment Date (November 1)	Sinking Account Payment
	$
*	

* Final Maturity

(ii) The Certificates maturing November 1, 20__ (the "20__ Term Certificates") are subject to prepayment in part by lot, on November 1 in each of the following years from sinking account payments as set forth below at a prepayment price equal to the principal amount thereof to be prepaid, without premium; provided, however, that if some but not all of the 20__ Term Certificates have been prepaid pursuant to an optional or extraordinary prepayment, the total amount of all future sinking account payments will be reduced by the aggregate principal amount of the 20__ Term Certificates so prepaid in such manner as selected by the City. In addition, in lieu of prepayment thereof, the 20__ Term Certificates may be purchased by the City and tendered to the Trustee pursuant to the provisions hereof.

Mandatory Prepayment Date (November 1)	Sinking Account Payment
	$
*	

* Final Maturity

If prior to one of the mandatory prepayment dates specified above the City purchases any 20__ Term Certificates or 20__ Term Certificates, then at least 45 days prior to the prepayment date the City shall notify the Trustee as to the principal amount purchased, and the amount of Certificates so purchased shall be credited at the time of purchase, to the extent of the full principal amount thereof, to reduce the upcoming sinking account payment for the applicable maturity of the Certificates so purchased. All Certificates purchased pursuant to this subsection shall be cancelled pursuant to Section 14.03 hereof.

Section 4.04. Selection of Certificates for Prepayment. Whenever provision is made in this Trust Agreement for the optional prepayment of Certificates and less than all Outstanding Certificates are called for optional prepayment, the Trustee shall select such Certificates for optional prepayment from among maturities selected by the City and by lot within any maturity. For extraordinary prepayment of Certificates pursuant to Section 4.02 hereof, the Trustee shall select Certificates for prepayment so that the Net Proceeds will be applied to prepay a proportionate amount of Certificates and Additional Certificates based on the Outstanding principal amount and by lot within any maturity or sinking account prepayment. The Trustee shall promptly notify the City and the Corporation in writing of the Certificates so selected for prepayment by mailing to the City and the Corporation copies of the notice of prepayment provided for in Section 4.05. The City shall provide the Trustee with a revised sinking fund schedule upon any prepayments.

Section 4.05. Notice of Prepayment.

(a) Content. When prepayment is authorized or required pursuant to this Article IV, the Trustee shall give notice of the prepayment of the Certificates. Such notice shall specify: (a) the prepayment date, (b) the prepayment price, (c) if less than all of the Outstanding Certificates of a maturity are to be prepaid, the Certificate numbers (and in the case of partial prepayment, the respective principal amounts), (d) the CUSIP numbers of the Certificates to be prepaid, (e) the place or places where the prepayment will be made, and (f) the original date of execution and delivery of the Certificates. Such notice shall further state that on the specified date there shall become due and payable upon each Certificate to be prepaid, the portion of the principal amount of such Certificate to be prepaid, together with interest accrued to said date, and that from and after such date, provided that moneys therefor have been deposited with the Trustee, interest with respect thereto shall cease to accrue and be payable.

Any notice of prepayment for an optional prepayment of the Certificates pursuant to Section 4.03 may be conditional, and, if any condition stated in the notice of prepayment shall not have been

satisfied on or prior to the prepayment date: (i) the notice of prepayment shall be of no force and effect, (ii) the Trustee shall not be required to prepay such Certificates, (iii) the prepayment shall not be made, and (iv) the Trustee shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional notice of prepayment was given that such condition or conditions were not met and that the prepayment was canceled.

(b) Recipients: Timing. Notice of such prepayment shall be sent by first class mail or delivery service postage prepaid, or by telecopy, to the Depository on the date of mailing of notice to the Owners by first class mail and by first class mail, postage prepaid, to the Corporation and the respective Owners of any Certificates designated for prepayment at their addresses appearing on the Certificate registration books, at least thirty (30) days, but not more than sixty (60) days, prior to the prepayment date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the prepayment of such Certificates. Under no circumstances shall the Trustee have any liability to any party for any inaccurate CUSIP number.

In addition, notice of such prepayment shall also be sent by certified mail, overnight delivery service, facsimile transmission or other secure means, postage prepaid, to all municipal registered securities depositories and to at least two of the national information services that disseminate securities prepayment notices, when possible, at least two (2) days prior to the mailing of notices required by the first paragraph above, and in any event no later than simultaneously with the mailing of notices required by the first paragraph above; provided, that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the prepayment of such Certificates.

Section 4.06. Partial Prepayment of Certificates. Upon surrender by the Owner of a Certificate for partial prepayment at the Principal Office, payment of such partial prepayment of the principal amount of a Certificate will be paid to such Owner. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the registered Owner thereof, at the expense of the City, a new Certificate or Certificates which shall be of authorized denominations equal in principal amount to the unprepaid portion of the Certificate surrendered and of the same tenor and maturity. Such partial prepayment shall be valid upon payment of the amount thereby required to be paid to such Owner, and the City, the Corporation and the Trustee shall be released and discharged from all liability to the extent of such payment.

Section 4.07. Effect of Notice of Prepayment. Notice having been given to the Owners of the Certificates as set forth in Section 4.05 hereof, and the moneys for the prepayment (including, the interest to the applicable date of prepayment), having, been set aside in the Prepayment Fund, the Certificates shall become due and payable on said date of prepayment, and, upon presentation and surrender thereof at the Principal Office, said Certificates shall be paid at the prepayment price with respect thereto, plus interest accrued and unpaid to said date of prepayment.

If, on the date of a prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, and, if notice of prepayment thereof shall have been given as set forth in Section 4.05 hereof, then, from and after said date of prepayment, interest with respect to the Certificates to be prepaid shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid, without liability for interest thereon.

All Certificates paid at maturity or prepaid prior to maturity pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed.

Section 4.08. Surplus. Any funds remaining in the Prepayment Fund after prepayment and payment of all Certificates Outstanding, including accrued interest and payment of any applicable fees and expenses to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments payable under the Lease or provision made therefor satisfactory to the Trustee, and provision for any amounts required to be transferred to the Rebate Fund pursuant to Sections 8.07 and 8.08 hereof, shall be withdrawn by the Trustee and remitted to the City.

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND

Section 5.01. Security Provisions.

(a) Assignment of Rights in Lease. The Corporation has, pursuant to the Assignment Agreement, absolutely assigned and set over to the Trustee certain of its rights in the Lease, including but not limited to all of the Corporation's rights to receive and collect all of the Lease Payments, the Prepayments and all other amounts required to be deposited in the Lease Payment Fund pursuant to the Lease or pursuant hereto. All Lease Payments, Prepayments and such other amounts to which the Corporation may at any time be entitled (other than amounts due to the Corporation under Section 4.11 of the Lease) shall be paid directly to the Trustee, and all of the Lease Payments and Prepayments collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee and if received by the Corporation at any time shall be deposited by the Corporation with the Trustee within five (5) Business Days after the receipt thereof, and all such Lease Payments shall be forthwith deposited by the Trustee upon the receipt thereof in the Lease Payment Fund, all such Prepayments shall be forthwith deposited by the Trustee upon the receipt thereof in the Prepayment Fund.

(b) Security Interest in Moneys and Funds. The Corporation and the City, as their interests may appear, hereby grant to the Trustee for the benefit of the Owners of the Certificates a lien on and a security interest in all moneys in the following funds or accounts held by the Trustee under this Trust Agreement (excepting only the Rebate Fund and any moneys to be deposited into the Rebate Fund), including without limitation, the Lease Payment Fund, the Prepayment Fund and the Net Proceeds Fund, and all such moneys shall be held by the Trustee in trust and applied to the respective purposes specified herein and in the Lease.

(c) Pledge of Lease Payments and Proceeds. The Lease Payments are hereby irrevocably pledged to and shall be used for the punctual payment of the interest and principal represented by the Certificates (and Additional Certificates to the extent provided in a Supplemental Agreement). Any proceeds from the re-letting or any other disposition of the Leased Premises pursuant to Article IX of the Lease (the "Lease Proceeds") are hereby irrevocably pledged equally to the Certificates and any Additional Certificates. Except as permitted under Section 2.12 hereof with respect to Additional Certificates, the Lease Payments and Lease Proceeds shall not be used for any other purpose while any of the Certificates remain Outstanding. This pledge shall constitute a first lien on the Lease Payments and Lease Proceeds in accordance with the terms hereof, subject to Section 13.03 hereof and subject to Section 2.12 hereof.

Section 5.02. Establishment of Lease Payment Fund. The Trustee shall establish a special fund designated as the "City of Malibu (2016A Certificates) Lease Payment Fund**," referred to herein as the "Lease Payment Fund**." All moneys at any time deposited by the Trustee in ~~an account of~~ the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the City nor the Corporation shall have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.03. Deposits. There shall be deposited in the Lease Payment Fund all Lease Payments and in the Prepayment Fund all Prepayments received by the Trustee, including any moneys received by the Trustee for deposit therein pursuant to Section 2.05 hereof and Section 4.4 of the Lease, including without limitation Section 5.4(c) of the Lease (regarding proceeds of rental interruption insurance) or pursuant to this Trust Agreement, which moneys shall be applied as a credit towards any Lease Payment then due.

Section 5.04. Application of Moneys. Except as provided in this Section 5.04, all amounts in the Lease Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest with respect to the Certificates as the same shall become due and payable, in accordance with the provisions of Article II and Article IV hereof, subject to the requirement that certain investment earnings may be transferred to the Rebate Fund, as provided in Section 8.08 hereof.

On or before each Interest Payment Date, the Trustee shall set aside an amount sufficient to pay the interest becoming due and payable on such Interest Payment Date on all Outstanding Certificates and Additional Certificates. Moneys so set aside shall be used and withdrawn by the Trustee solely for the purpose of paying the interest with respect to the Certificates as it shall become due and payable (including, accrued interest with respect to any Certificates prepaid prior to maturity).

On or before each Interest Payment Date on which the principal of the Certificates shall be payable, the Trustee shall set aside an amount equal to (i) the principal amount of the Certificates and Additional Certificates coming due and payable on such Interest Payment Date pursuant to Section 2.02, and (ii) the prepayment price of the Certificates and Additional Certificates (consisting of the principal amount thereof and any applicable premiums) required to be prepaid on such Interest Payment Date pursuant to any of the provisions of Article IV hereof. Moneys so set aside shall be used and withdrawn by the Trustee solely for the purpose of (i) paying the principal of the Certificates and Additional Certificates at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Certificates and Additional Certificates upon the prepayment thereof pursuant to Section 4.03 hereof.

Section 5.05. Surplus. Any funds remaining in the Lease Payment Fund after payment of all Certificates Outstanding, including accrued interest and payment of any applicable fees to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease, or provision made therefor satisfactory to the Trustee, and provision for any amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, shall be withdrawn by the Trustee and remitted to the City.

ARTICLE VI

[RESERVED]

ARTICLE VII

NET PROCEEDS FUND

Section 7.01. Establishment of Net Proceeds Fund: Deposits. The Trustee shall establish when required a special fund designated as the "City of Malibu (2016A Certificates) Net Proceeds Fund," referred to herein as the "Net Proceeds Fund," to be maintained and held in trust for the benefit of the Owners, subject to disbursement therefrom as provided herein. The Trustee shall deposit Net Proceeds in the Net Proceeds Fund as provided in Section 6.1(a) of the Lease.

(a) Casualty Insurance. The Trustee shall disburse Net Proceeds for replacement or repair of the Leased Premises as provided in Section 6.1(b) of the Lease, or transfer such proceeds to the Prepayment Fund upon notification of the City Representative as provided in Section 6.1(c) of the Lease. Pending such application, such Net Proceeds may be invested by the Trustee as directed by the City Representative in Permitted Investments that mature not later than such times moneys are expected to be needed to pay such costs of repair or replacement. After all of the Certificates have been paid and the entire amount of principal and interest with respect to the Certificates has been paid in full, or provision made for payment satisfactory to the Trustee, including provision for all amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, the Trustee shall pay any remaining moneys in the Net Proceeds Fund to the City after payment of any amounts due to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease.

(b) Title Insurance. Proceeds of any policy of title insurance received by the Trustee with respect to the Leased Premises shall be applied and disbursed by the Trustee upon the Written Request of the City as follows:

(i) If the City determines that the title defect giving rise to such proceeds has not substantially interfered with its use and occupancy of the Leased Premises and will not result in an abatement of Lease Payments and Additional Payments payable by the City under the Lease (such determination to be certified by the City in writing), such proceeds shall be remitted to the City and used for any lawful purpose thereof; or

(ii) If the City determines that the title defect giving rise to such proceeds has substantially interfered with its use and occupancy of the Leased Premises and will result in an abatement of Lease Payments and Additional Payments payable by the City under the Lease; then the Trustee shall immediately deposit such proceeds in the Prepayment Fund and such proceeds shall be applied to the prepayment of Certificates in the manner provided in Section 4.02 hereof.

Section 7.02. Cooperation. The Corporation and the Trustee shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Premises or any item or portion thereof;

provided, however, the Trustee shall not be obligated to take any action hereunder if it is not indemnified to its satisfaction from and against any liability or expense arising therefrom.

ARTICLE VIII

MONEYS IN FUNDS; INVESTMENT

Section 8.01. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement, other than in the Rebate Fund, are irrevocably held in trust for the benefit of the respective Owners and, in the case of the Rebate Fund, for payment as required to the United States Treasury, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee or the City, or any of them.

Section 8.02. Investments Authorized.

(a) By Trustee. Subject to the further provisions of this Article VIII, moneys held by the Trustee hereunder shall be invested and reinvested on maturity thereof by the Trustee pursuant to Section 8.02(b). The Trustee will report any such investments to the City on a monthly basis in its regular statements.

(b) Upon Direction of the City. The City Representative shall direct by facsimile, to the designated trust officer responsible for the administration of this Trust Agreement, followed by oral notification and distribution by U.S. Mail or overnight courier service of such notice, such investment in specific Permitted Investments not less than two Business Days prior to the date that such Permitted Investment is to take effect. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available based among other things, scheduled completion of the various components of the Project. In the event that the City Representative does not so direct the Trustee, the Trustee shall invest in the Permitted Investments described in paragraph (D) of the definition thereof contained in Section 1.01.

Investments purchased with funds on deposit in the Lease Payment Fund and Prepayment Fund shall mature not later than the Interest Payment Date or prepayment date, as appropriate, immediately succeeding the investment. Investments instructed by the City Representative to be purchased with funds on deposit in the Project Fund shall mature not later than the dates upon which such funds shall be needed to be expended for the payment of Project Costs. The Trustee may conclusively rely upon the written instructions of the City Representative as to both the suitability and legality of the directed investments.

(c) Registration. Such investments, if registrable, shall be registered in the name of the Trustee for the benefit of the Owners and held by the Trustee or its nominee.

(d) Trustee as Purchaser or Agent. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee or any of its affiliates may act as a sponsor of, or as an advisor to any provider of, Permitted Investments hereunder. The City and Corporation acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City and the Corporation the right to receive brokerage

confirmations of security transactions as they occur, the City and Corporation specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

(e) Trustee Standard of Care. Except as otherwise provided in Section 9.05, the Trustee shall not be responsible or liable for any consequences of any investment of funds or sale of such investment made by it in accordance with this Section or disposition made by it in accordance with Section 8.05(b).

Section 8.03. Crediting of Investments. Except as otherwise provided in this Trust Agreement, any income, profit or loss on the investment of moneys held by the Trustee hereunder shall be credited to the respective fund for which it is held.

Section 8.04. Accounting. The Trustee shall furnish to the City, not less than monthly, an accounting (which may be in the form of its regular statements) of all investments made by the Trustee and all funds and amounts held by the Trustee; provided, that the Trustee shall not be obligated to deliver an accounting for any fund or account that (i) has a balance of zero and (ii) has not had any activity since the last reporting date. The Trustee shall keep accurate records of all funds administered by it and of all Certificates paid and discharged.

Section 8.05. Valuation and Disposition of Investments.

(a) Valuation. Subject to the provisions of Section 8.08 hereof, for the purpose of determining the amount in any fund, all Permitted Investments (except investment agreements) credited to such fund shall be valued at the lower of the cost or the market price, exclusive of accrued interest. With respect to all funds and accounts, investments shall be valued by the Trustee not less often than annually nor more often than monthly. In making any such valuations, the Trustee may utilize, and conclusively rely upon such valuation services as may be available to the Trustee, including those within its regular accounting system.

(b) Disposition. Subject to the provisions of Section 8.08 hereof, the Trustee shall sell, or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited.

Section 8.06. Commingling of Moneys in Funds. The Trustee may, and upon the written request of the City Representative shall, commingle any of the funds held by it pursuant to this Trust Agreement into a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee. The City shall ensure that any such commingling complies with Section 1.148-4 of the Treasury Regulations, and shall provide direction to the Trustee accordingly. In no event shall the Trustee have any duty or obligation, at any time and in any manner to monitor compliance with any governmental regulations relating to commingling of accounts.

Section 8.07. Tax Covenants.

(a) General. The City and the Corporation hereby covenant with the holders of the Certificates that, notwithstanding any other provisions of this Trust Agreement, (to the extent that the

Corporation may have control over the Project, the Leased Premises or the proceeds of the Certificates) they shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest with respect to the Certificates under Section 103 of the Code. The City and the Corporation (to the extent that the Corporation may have control over the Project, the Leased Premises or the proceeds of the Certificates) shall not, directly or indirectly, use or permit the use of proceeds of the Certificates, the Leased Premises or the Project, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of interest due with respect to the Certificates.

(b) Use of Proceeds. The City and the Corporation (to the extent that the Corporation may have control over the Project, the Leased Premises or the proceeds of the Certificates) shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code, and in furtherance thereof, shall not make any use of the proceeds of the Certificates, the Leased Premises or the Project, or any portion thereof, or any other funds of the City, that would cause the Certificates to be "private activity bonds" within the meaning of Section 141 of the Code. To that end, so long as any Certificates are outstanding, the City and the Corporation, with respect to such proceeds, the Leased Premises and the Project and such other funds, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect. The City shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of the Certificates as "governmental bonds."

(c) Arbitrage. The City and the Corporation (to the extent that the Corporation may have control over the Project or the proceeds of the Certificates) shall not, directly or indirectly, use or permit the use of any proceeds of any Certificates, the Leased Premises or of the Project, or other funds of the City, or take or omit to take any action, that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the City and the Corporation shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury issued thereunder to the extent such requirements are, at the time, in effect and applicable to the Certificates.

(d) Federal Guarantee. The City and the Corporation (to the extent that the Corporation may have control over the proceeds of the Certificates) shall not make any use of the proceeds of the Certificates or any other funds of the City, or take or omit to take any other action, that would cause the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Compliance with Tax Certificate. In furtherance of the foregoing tax covenants of this Section, the City covenants that it will comply with the provisions of the Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Certificates.

Section 8.08. Rebate Fund.

(a) General. The Trustee shall establish a special fund designated the "City of Malibu (2016A Certificates) Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the requirement to

make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien under this Trust Agreement and shall be governed by this Section and Section 8.07 of this Trust Agreement and by the Tax Certificate executed by the City. The Trustee shall be deemed conclusively to have complied with the Rebate Requirement if it follows the directions of the City, and shall have no independent responsibility to, or liability resulting from its failure to, enforce compliance by the City with the Rebate Requirement. **The Trustee shall have no independent responsibility to, or liability resulting from its failure to, enforce compliance by the City with the terms of this Section 8.08 or the Tax Certificate.**

(i) Within 45 days of the end of the fifth Certificate Year and each fifth Certificate Year thereafter, (1) the City shall calculate or cause to be calculated with respect to the Certificates the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, and (2) the City shall make an Additional Payment under Section 4.11 of the Lease and transfer to the Trustee for deposit in the Rebate Fund, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

(ii) The City shall not be required to deposit any amount to the Rebate Fund in accordance with preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (a) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (f) of this Section.

(b) Withdrawal Following Payment of Certificates. Any funds remaining in the Rebate Fund after prepayment of all the Certificates and any amounts described in paragraph (ii) of subsection (c) of this Section, or provision made therefor satisfactory to the Trustee, including accrued interest and payment of any applicable fees to the Trustee, shall be withdrawn by the Trustee and remitted to the City.

(c) Withdrawal for Payment of Rebate. Upon the City's written direction, but subject to the exceptions contained in subsection (a) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the Trustee shall pay to the United States, from amounts on deposit in the Rebate Fund, not later than 60 days after the end of (1) the fifth Certificate Year, and (2) each fifth Certificate Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the 'rebate amount" calculated as of the end of such Certificate Year in accordance with Section 1.148-3 of the Treasury Regulations.

(d) Rebate Payments. Each payment required to be made pursuant to subsection (c) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, which shall be completed by the arbitrage rebate consultant for execution by the City and provided to the Trustee.

(e) Deficiencies in the Rebate Fund. In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the City shall calculate the amount of such deficiency and direct the Trustee to deposit an amount received from the City equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Withdrawals of Excess Amounts. In the event that immediately following the calculation required by subsection (a) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, upon written instructions from the City, the Trustee shall withdraw the excess from the Rebate Fund and credit such excess to the Lease Payment Fund.

(g) Record Keeping. The City shall retain records of all determinations made hereunder until six years after the complete retirement of the Certificates.

(h) Survival after Defeasance. Notwithstanding anything in this Trust Agreement to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Certificates.

ARTICLE IX

THE TRUSTEE

Section 9.01. Appointment of Trustee.

(a) Appointment. Trustee, a national banking association organized under the laws of the United States **of America**, is hereby appointed Trustee by the Corporation and the City.

(b) Qualifications. The Corporation and the City agree that they will maintain a Trustee having a corporate trust office in New York, New York, San Francisco, California, Santa Ana, California, or Los Angeles, California capable of exercising trust powers in the State of California, with a combined capital (exclusive of borrowed capital) and a surplus of at least Seventy-Five Million Dollars ($75,000,000), or be a member of a bank holding company system, which shall have a combined capital and surplus of at least Seventy-Five Million Dollars ($75,000,000), and subject to supervision or examination by federal or state authority, so long as any Certificates are Outstanding. If such bank, corporation or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank, corporation or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(c) Removal. So long as there is no Event of Default, the City may remove the Trustee initially appointed, and any successor thereto, and may appoint a successor or successors thereto.

(d) Resignation. The Trustee may, upon written notice to the City and the Corporation, resign; provided that such resignation shall not take effect until the successor Trustee is appointed as provided in this Section 9.01. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee. In the event the City does not name a successor Trustee within thirty (30) days of receipt of notice of the Trustee's resignation, then the Trustee may petition a federal or state court to seek the immediate appointment of a successor Trustee and be reimbursed by the City for all costs incurred in connection therewith.

(e) Successor. Any successor Trustee shall be a bank, corporation or trust company meeting the qualifications as set forth in Subsection (b) above. Any resignation or removal

of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the successor Trustee shall mail notice thereof to the Owners at their respective addresses set forth on the Certificate registration books maintained pursuant to Section 2.12.

Section 9.02. Merger or Consolidation. Any company or banking association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 9.01, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.03. Protection of the Trustee.

(a) Reliance Upon Papers or Documents. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, facsimile, request, consent, direction, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may, in the absence of bad faith on its part, accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. In the event the Trustee shall make any investigation into the content of any such certifications, the Trustee shall not thereby be deemed to have expanded the scope of its duties.

(b) Reliance Upon Opinions of Counsel. The Trustee may consult with its counsel or counsel to the City with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken by the Trustee in reliance thereon and the City shall promptly reimburse the Trustee for such costs.

(c) Reliance Upon Requested Certificates. Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed), in the absence of bad faith on its part, shall be deemed to be conclusively proved and established by the certificate of the City Representative or the Corporation Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement in reliance thereon, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable, provided however that the duties and obligations of the Trustee shall not be deemed expanded thereby.

Section 9.04. Rights of the Trustee.

(a) Ownership of Certificates. The Trustee may become an Owner with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding.

(b) Attorneys, Agents, Receivers. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, shall not be responsible for the actions or omissions of such attorneys, agents or receivers if appointed by it with reasonable care, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder.

(c) Funds and Accounts. In addition to the funds and accounts established or required to be established pursuant to this Trust Agreement, the Trustee may establish such additional funds and accounts as it deems necessary or appropriate to perform its duties hereunder, and shall have the right to close such accounts in its discretion.

Section 9.05. Standard of Care. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee shall only perform those duties specifically set forth herein and no implied duties, covenants or obligations whatsoever shall be read into this Trust Agreement. In the event of and during the continuance of an Event of Default, the Trustee shall exercise such care in performing its duties hereunder as a prudent person would exercise under the circumstances in the conduct of its own affairs. No action by the Trustee shall be construed or deemed to expand the limitations on the scope of the Trustee's duties. The Trustee shall not be considered in breach of or in default in its obligations hereunder in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the Project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

Section 9.06. Compensation of the Trustee. As an Additional Payment under Section 4.11 of the Lease, the City shall, from time to time, pay such amounts as are specified in any written agreement with the City and, on demand, pay to the Trustee to the extent not covered by such agreement reasonable compensation for its services and the services of any accountants, consultants, attorneys and other experts as may be engaged by the Trustee to provide services under this Trust Agreement pursuant to a written agreement between the City and the Trustee. Further, in the event of a default hereunder, the City agrees that the Trustee's fees and costs shall be deemed to be a substantial contribution to the trust and bankruptcy estate, if applicable. The City's obligation hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates or resignation and removal of the Trustee.

Section 9.07. Indemnification of Trustee. The City shall, to the extent permitted by law, indemnify and save the Trustee and its officers, directors, agents, and employees harmless from and against (whether or not litigated) all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Leased Premises by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Leased Premises, (iii) any act of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Premises, (iv) any act of any assignee of, or purchaser from, the City or of any of its or their agents, contractors, servants, employees or licensees with respect to the Leased Premises, (v) the construction or acquisition of the Project or the expenditure of Project Costs, (vi) the exercise and performance by the Trustee of its powers and duties hereunder or any related document, (vii) the sale of the Certificates and the carrying out of any of the transactions contemplated by the Certificates or this Trust Agreement, or (viii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made in light of the circumstances in which they were made, not misleading in any official statement or other disclosure document utilized in connection with the sale of the Certificates. The indemnification set forth in this Section 9.07 shall extend to the Trustee's officers, agents, employees, successors and assigns. No indemnification will be made under this Section or elsewhere in this Trust Agreement or other agreements for willful misconduct or negligence by the Trustee, its officers, agents, employees, successors or assigns. The City's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates, or the resignation or removal of the Trustee.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity, and all persons, including, without limitation, the Owners, Corporation and the City, having any claim against the Trustee arising from the Trust Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment, except as otherwise provided herein or where the Trustee has breached its standard of care as described in Section 9.05 hereof. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder or in the exercise of any of its rights or powers.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or in the exercise of any right hereunder. In the event of conflicting instructions hereunder, the Trustee shall have the right to decide the appropriate course of action and be protected in so doing.

The Trustee is authorized and directed to execute, in its capacity as Trustee, the Assignment Agreement.

Every provision of this Trust Agreement, the Lease, the Site Lease and the Assignment Agreement relating to the conduct or liability of the Trustee shall be subject to the provisions of this Trust Agreement, including without limitation, this Article IX.

The Trustee shall have no responsibility or liability with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed in any respect relating to the Certificates.

The Trustee shall not to be deemed to have knowledge of any Event of Default hereunder or under the Lease unless it has actual knowledge thereof at its Principal Office.

Before taking any action under Article XIII or this Article at the request of the Owners, the Trustee may require that a satisfactory indemnity bond be furnished by the Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

Section 9.08. Trustee's Disclaimer of Warranties. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE LEASED PREMISES, OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE CITY IS LEASING THE LEASED PREMISES AS IS. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages, in connection with or arising out of the Lease, the Site Lease, the Assignment Agreement or this Trust Agreement for the existence, furnishing, functioning or the City's use and possession of the Leased Premises.

ARTICLE X

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 10.01. Amendments Permitted.

(a) With Consent. This Trust Agreement and the rights and obligations of the Owners, and the Lease and the rights and obligations of the parties thereto, may be modified or amended at any time, with notice to any rating agency then rating the Certificates by a Supplemental Agreement or amendment thereto which shall become effective when the written consents of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03 hereof, shall have been filed with the Trustee. No such modification or amendment shall:

(i) extend or have the effect of extending the maturity of any Certificate or reducing the fixed interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Certificates being affected, or

(ii) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Lease, or

(iii) modify any of the rights or obligations of the Trustee without its written assent thereto, or

(iv) amend this Section 10.01 without the prior written consent of the Owners of all Certificates then outstanding.

The Trustee shall have the right to require such opinions of counsel as it deems necessary concerning (i) the lack of material adverse effect of the amendment on Owners and (ii) the fact that the amendment will not affect the tax status of interest with respect to the Certificates or any Additional Certificates. Any such Supplemental Agreement or amendments thereto shall become effective as provided in Section 10.02 hereof.

(b) Without Consent. This Trust Agreement and the rights and obligations of the Owners, and the Lease and the rights and obligations of the parties thereto, may be modified or amended at any time by a Supplemental Agreement or amendments thereto, without the consent of any such Owners, but only to the extent permitted by law and only:

(i) to add to the covenants and agreements of the City hereunder,

(ii) to cure, correct or supplement any ambiguous or defective provision contained herein or therein,

(iii) in regard to matters arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable (which may be based upon opinions as provided in Section 9.03(b)), shall not adversely affect the interest of the Owners,

(iv) to substitute the Leased Premises, or a portion thereof, in accordance with Section 7.12 of the Lease,

(v) to make such additions, deletions or modifications as may be necessary or appropriate to assure the exclusion from gross income for federal income tax purposes of the interest component of Lease Payments and the interest payable with respect to the Certificates,

(vi) to add to the rights of the Trustee,

(vii) to provide for the execution and delivery of Additional Certificates in accordance with the provisions of Section 2.12 hereof.

No such modification or amendment, however, shall modify any of the rights or obligations of the Trustee without its written assent thereto. Any such Supplemental Agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be.

The Trustee shall have the right to require such opinions of counsel as it deems necessary concerning (i) the lack of material adverse effect of the amendment on Owners and (ii) the fact that the amendment will not affect the tax status of interest with respect to the Certificates or any Additional Certificates. Any such Supplemental Agreement or amendments thereto shall become effective as provided in Section 10.02 hereof.

Section 10.02. Procedure for Amendment with Written Consent of the Owners. This Trust Agreement or the Lease may be amended by Supplemental Agreement as provided in this Section 10.02 in the event the consent of the Owners is required pursuant to Section 10.01(a) hereof. A copy of

the form of such Supplemental Agreement, together with a request to the Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Certificate at his address as set forth in the Certificate registration books maintained pursuant to Section 2.09 hereof, but failure to receive copies of such Supplemental Agreement and request so mailed shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such Supplemental Agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03 hereof) and notices shall have been mailed as hereinafter in this Section provided. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Certificates shall have filed their consent to such Supplemental Agreement, the Trustee shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section for the mailing of such Supplemental Agreement, stating in substance that such Supplemental Agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such Supplemental Agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Trustee may obtain and conclusively rely on an opinion of counsel with regard to such matters.

Section 10.03. Disqualified Certificates. Certificates owned or held by or for the account of the City or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the City or the Corporation (except any Certificates held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement.

The City or the Trustee may adopt appropriate regulations to require each Owner, before his consent provided for in this Article X shall be deemed effective, to reveal if the Certificates as to which such consent is given are disqualified as provided in this Section 10.03 hereof. Upon request of the Trustee, the City and Corporation shall specify to the Trustee those Certificates disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 10.04. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article X, this Trust Agreement or the Lease, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Lease, as the case may be, for any and all purposes.

Section 10.05. Endorsement or Replacement of Certificates Delivered After Amendments. The Trustee may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Outstanding Certificate at such effective date and presentation of his Certificate for such purpose at the Principal Office, a suitable notation shall be made on such Certificate. The Trustee may determine that new Certificates, so modified as in the opinion of the Trustee is necessary to conform to such Owner's action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such new Certificate shall be exchanged in the Principal Office without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Certificate.

Section 10.06. Amendatory Endorsement of Certificates. Subject to Section 10.01 hereof, the provisions of this Article X shall not prevent an Owner from accepting any amendment as to the particular Certificates held by him, provided that due notification thereof is made on such Certificates.

Section 10.07. Copies of Amendments Delivered to Rating Agencies. Copies of any modifications or amendments to this Agreement, the Lease, the Site Lease or the Assignment Agreement shall be delivered by the City to any rating agency then rating the Certificates at least 10 days prior to the effective date thereof.

ARTICLE XI

COVENANTS; NOTICES

Section 11.01. Compliance With and Enforcement of the Lease. The City covenants and agrees with the Owners to perform all obligations and duties imposed on it under the Lease. The Corporation covenants and agrees with the Owners to perform all obligations and duties imposed on it under the Lease.

The City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Lease by the Corporation thereunder. The Corporation and the City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or either of them, in the Leased Premises, which may or can in any manner affect such estate of the City, will deliver the same, or a copy thereof, to the Trustee.

Section 11.02. Payment of Taxes. The City shall pay all taxes as provided in Section 7.7(b) of the Lease.

Section 11.03. Observance of Laws and Regulations. The City will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City, including its right to exist and carry on business as a municipal corporation, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.04. Prosecution and Defense of Suits. The City shall promptly, and also upon request of the Trustee or any Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Leased Premises, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose.

Section 11.05. City Budgets. In accordance with Section 4.7 of the Lease, the City Representative shall certify to the Trustee on or before August 1 of each year that the City has included all Lease Payments (other than Lease Payments of advance rental), Additional Payments due under the Lease in the Fiscal Year covered by its annual budget and the amount so included. If the City fails to certify that it has included all such Lease Payments and Additional Payments in such annual budget, the Trustee shall promptly provide the City written notice specifying that the City has failed to observe and perform its covenant and agreement in such Section 4.7 and requesting that such failure be remedied within 30 days, or such failure shall constitute an Event of Default under Section 9.1(b) of the Lease. The Trustee shall forward a copy of such notice to the Corporation. Upon receipt of such notice, the City shall notify the Trustee in writing of the proceedings proposed to be taken by the City, and shall keep the Trustee advised in writing of all proceedings thereafter taken by the City.

Section 11.06. Further Assurances. The Corporation and the City will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners the rights and benefits provided herein.

Section 11.07. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Trust Agreement, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Continuing Disclosure Agreement.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.01. Limited Liability of the City. Except for the payment of Lease Payments, Additional Payments and Prepayments when due in accordance with the Lease and the performance of the other covenants and agreements of the City contained herein and in the Lease, the City shall have no obligation or liability to any of the other parties hereto or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee.

Section 12.02. No Liability of the City or Corporation for Trustee Performance. Except as expressly provided herein, neither the City nor the Corporation shall have any obligation or liability to any other parties hereto or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

(a) No Investment Advice. The Trustee shall have no obligation or responsibility for providing information to the Owners concerning the investment character of the Certificates.

(b) Sufficiency of this Trust Agreement or Lease Payments. The Trustee makes no representations as to the validity or sufficiency of the Certificates, shall incur no responsibility or liability in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon it. The Trustee shall not be responsible or liable for the sufficiency or enforceability of the Lease, the Site Lease or the Assignment Agreement. The Trustee shall not be liable for the sufficiency or collection of any Lease Payments or other moneys required to be paid to it under the Lease (except as provided in this Trust Agreement), its right to receive moneys pursuant to said Lease, or the value of or title to the Leased Premises.

(c) Actions of Corporation and City. The Trustee shall have no obligation or liability to any of the other parties or the Owners with respect to this Trust Agreement or failure or refusal of any other party to perform any covenant or agreement made by any of them under this Trust Agreement or the Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it hereunder as provided in Section 9.05.

(d) Recitals and Agreements of Corporation and City. The recitals of facts, covenants and agreements herein and in the Certificates contained shall be taken as statements, covenants and agreements of the City or the Corporation (as the case may be), and the Trustee assumes no responsibility for the correctness of the same.

Section 12.03. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the City, the Corporation, the Trustee and the Owners, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the City, the Corporation, the Trustee and the Owners.

Section 12.04. No Liability of Corporation to the Owners. Except as expressly provided herein, the Corporation shall not have any obligation or liability to the Owners with respect to the payment when due of the Lease Payments by the City or with respect to the observance or performance by the City of the other agreements, conditions, and covenant imposed upon the City by the Lease or by this Trust Agreement.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01. Assignment of Rights. The parties hereto acknowledge that pursuant to the Assignment Agreement the Corporation has transferred, assigned and set over to the Trustee for the benefit of the Owners, certain of the Corporation's rights under the Lease.

Section 13.02. Events of Default.

(a) Remedies. If an Event of Default shall happen, then, and in each and every such case during the continuance of such Event of Default, the Trustee may exercise any and all remedies available pursuant to law or granted pursuant to the Lease; provided, however, that notwithstanding anything herein or in the Lease to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE MATURITIES OF THE CERTIFICATES OR OTHERWISE TO DECLARE ANY LEASE PAYMENTS NOT THEN IN

DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE. Section 9.2 of the Lease is hereby incorporated by reference.

(b) Actual Knowledge. The Trustee shall not be deemed to have knowledge of any Event of Default unless and until the trust officer responsible for the administration of this Trust Agreement shall have actual knowledge thereof, or shall have received written notice thereof at the Principal Office.

Section 13.03. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XIII or of Article IX of the Lease, shall be deposited into the Lease Payment Fund and be applied by the Trustee after payment of all amounts due and payable under Sections 9.06 and 9.07 hereof and Section 4.11 of the Lease in the following order upon presentation of the Certificates, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid -

First, *Costs and Expenses*: to the payment of the costs, fees and expenses of the Trustee in declaring such Event of Default and in performing its duties and obligations hereunder, including reasonable compensation to its agents, attorneys and counsel and then to any such amounts incurred by the Owners;

Second, *Interest*: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installment, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Third, *Principal*: to the payment to the persons entitled thereto of the unpaid principal with respect to any Certificates which shall have become due, whether at maturity or by call for prepayment, in the order of their due dates, with interest on the overdue principal and interest at a rate equal to the rate paid with respect to the Certificates and, if the amount available shall not be sufficient to pay in full all the amounts due with respect to the Certificates on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

Section 13.04. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee may, and upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein or in the Lease, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder; provided that such written request shall not be otherwise than in accordance with provisions of law and this Trust Agreement and that the Trustee shall have the right to decline to follow any such written request if the Trustee shall be advised by counsel that the action or proceeding so requested may not be taken lawfully or if the Trustee in good faith shall determine that the action or proceeding so requested would be unjustly prejudicial to the Certificate Owners not a party to such written request or expose the Trustee to liability. In no event shall counsel to the Trustee be deemed counsel to the Owners, and any communications between the Trustee and its counsel shall be deemed confidential and privileged.

Section 13.05. Non-Waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement or in the Certificates shall affect or impair the obligation of the City to pay or prepay the Lease Payments as provided in the Lease. No delay or omission of the Trustee or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trustee or to the Owners may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners.

Section 13.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interest of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a majority in principal amount of the Outstanding Certificates hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 13.08. Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate executed hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default under the Lease; (b) the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (e) there shall have been a default in the payment of such Owner's proportionate interest in the Lease Payments as the same become due.

Such notification, request, tender of indemnity, refusal or omission, and default are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Lease Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Defeasance.

(a) Methods. If and when any Outstanding Certificates shall be paid and discharged in any one or more of the following ways:

(i) Payment or Prepayment: by well and truly paying or causing to be paid the principal, interest and prepayment premiums (if any) with respect to such Certificates Outstanding, as and when the same become due and payable;

(ii) Cash: if prior to maturity and having given at least thirty (30) days prior written notice of prepayment by depositing with the Trustee, in trust, concurrent with the giving of such notice, an amount of cash which (together with cash then on deposit in the Lease Payment Fund together with the interest to accrue thereon, in the event of payment or provision for payment of all Outstanding Certificates) is sufficient to pay such Certificates Outstanding, including all principal and interest and premium, if any; or

(iii) Government Obligations: by irrevocably depositing with the Trustee, in trust, Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon (and, in the event of payment or provision for payment of all Outstanding Certificates, moneys then on deposit in the Lease Payment Fund together with the interest to accrue thereon), be fully sufficient to pay and discharge such Certificates (including all principal and interest represented thereby and prepayment premiums if any) at or before their maturity or prepayment date;

and all other amounts due hereunder have been paid in full, then, notwithstanding that any Certificates shall not have been surrendered for payment, all obligations of the Corporation, the Trustee and the City with respect to such Certificates shall cease and terminate, except only the obligation of the City and the Corporation to comply with the provisions of Sections 8.07 and 8.08 hereof and the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the City from funds deposited pursuant to paragraphs (ii) and (iii) of this Section, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (ii) and (iii) of this Section, the Certificates shall continue to represent direct and proportionate interests of the Owners thereof in applicable Lease Payments under the Lease.

(b) Surplus Moneys. Any funds held by the Trustee, at the time of payment or provision for payment of all Outstanding Certificates pursuant to one of the procedures described in paragraphs (a)(i) through (a)(iii) of this Section, which are not required for the payment to be made to the Owners, shall be paid over to the City, after the payment of any amounts due to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease.

(c) Surviving Provisions. Notwithstanding the satisfaction and discharge hereof, the Trustee shall retain such rights, powers and privileges hereunder as may be necessary or convenient for the payment of the principal, interest and prepayment premium, if any, on the Certificates and for the registration, transfer and exchange of the Certificates.

(d) Opinions and Reports. Prior to any defeasance becoming effective under this Section, the City shall cause to be delivered (i) an executed copy of a report, addressed to the Trustee, the City, in form and substance acceptable to the City of a nationally recognized firm of certified public accountants, verifying that the Government Obligations and cash, if any, satisfy the requirements of Section 14.01(a) above, (ii) a copy of the escrow deposit agreement entered into in connection with such defeasance, and (iii) a copy of an opinion of Special Counsel, dated the date of such defeasance and addressed to the Trustee, the City, in form and substance acceptable to the City, to the effect that such Certificates are no longer Outstanding under the Trust Agreement.

Section 14.02. Non-Presentment of Certificates. In the event any Certificate shall not be presented for payment when the principal with respect thereto becomes due, either at maturity, or at the date fixed for prepayment thereof, if moneys sufficient to pay such Certificate shall have been deposited in the Prepayment Fund or Lease Payment Fund, as applicable, all liability of the City and the Trustee to the Owner thereof for payment of such Certificate shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under this Trust Agreement or on, or with respect to, said Certificate.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Certificates within two (2) years after the date on which the same shall have become due shall be paid by the Trustee to the City, free from the trusts created by this Trust Agreement. Prior to forwarding any such moneys to the City, the Trustee may publish notice of its intention to transfer such funds in The Bond Buyer or another financial newspaper of general circulation in New York, New York. In addition, Trustee shall be indemnified from and against any and all liabilities to third parties resulting from its actions under this Section. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this section and shall not be regarded as a trustee or trustees of such money.

Section 14.03. Acquisition of Certificates by City. All Certificates acquired by the City, whether by purchase, gift or otherwise, shall be surrendered by the City to the Trustee for cancellation.

Section 14.04. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed by it under this Trust Agreement until four years after no Certificate is Outstanding (or such longer period as required by the Trustee's policies and procedures, or by applicable law), which shall be available for inspection by the City, the Corporation and any Owner, or the agent of any of them, at any time during regular business hours upon reasonable prior notice.

Section 14.05. Notices. Except as specifically provided otherwise in this Trust Agreement, all written notices to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be deemed to have been received upon the earlier of actual receipt or five Business Days after deposit in the United States mail, in certified form, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the City:	City of Malibu 23815 Stuart Ranch Road Malibu, California 90265-4861 Attention: City Manager
If to the Corporation:	Malibu Public Financing Corporation 23815 Stuart Ranch Road Malibu, California 90265-4861 Attention: Treasurer
If to the Trustee:	U.S. Bank National Association 633 W. Fifth Street, 24th Floor Los Angeles, California 90071 Attention: Global Corporate Trust Services
If to S&P:	S&P Global Ratings 55 Water Street New York, New York 10004 Attention: Public Finance Department

Section 14.06. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 14.07. Binding Effect: Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Corporation, the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 14.08. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 14.09. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 14.10. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 14.11. Separability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid,

illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Its: Authorized Officer

MALIBU PUBLIC FINANCING CORPORATION

By: _____
Its: President

ATTEST:

_____
Secretary

CITY OF MALIBU

By: _____
Its: Mayor

ATTEST:

_____
City Clerk

EXHIBIT A-1

FORM OF 2016A CERTIFICATE

R-___ $_____

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE TRUST AGREEMENT) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CITY OF MALIBU
CERTIFICATE OF PARTICIPATION 2016A

Evidencing the Fractional Interest of the Owner Hereof
In Lease Payments to be Made by the
CITY OF MALIBU
As Rental for Certain Project
Pursuant to a Lease/Purchase Agreement With the
MALIBU PUBLIC FINANCING CORPORATION

INTEREST RATE	MATURITY DATE	DELIVERY DATE	CUSIP
____%	_____	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____AND NO/100 DOLLARS

THIS IS TO CERTIFY THAT the registered owner named above, or registered assigns, as the Registered Owner of this Certificate of Participation (the "Certificate") is the owner of a fractional and undivided interest in the right to receive certain Lease Payments thereof under and as defined in that certain Lease/Purchase Agreement dated as of October 1, 2016 (the "Lease"), by and between the Malibu Public Financing Corporation, a 501(c)(4) nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation') and the City of Malibu, a municipal corporation and a general law city organized and existing under and by virtue of the laws and Constitution of the State of California (the "City"), which Lease Payments and certain other rights

and interests under the Lease have been assigned to U.S. Bank National Association as trustee (the "Trustee").

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease, on the maturity date specified above, the principal amount specified above, representing a portion of the Lease Payments designated as principal coming due during the preceding twelve months, and to receive on May 1 and November 1 of each year (the "Payment Dates") until payment in full of said portion of principal, the Registered Owner's portion of the Lease Payments designated as interest coming due during the six months immediately preceding each of the Payment Dates provided that interest with respect hereto shall be payable from the Payment Date next preceding the date of execution of this Certificate unless (i) this Certificate is executed during the period from the day after the fifteenth day of the month preceding a Payment Date (the "Record Date") to and including such Payment Date, in which event interest shall be payable from such Payment Date, or (ii) unless this Certificate is executed on or prior to October 15, 2016, in which event interest shall be payable from the Dated Date hereof. The portion of the Lease Payments designated as interest is computed on the basis of a 360-day year of twelve 30-day months and is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the rate per annum identified above. Said amounts are payable in lawful money of the United States of America. The amount representing principal payable at maturity or upon prepayment in whole or in part is payable to the Registered Owner upon presentation and surrender of this Certificate at the Principal Office. The amounts representing interest are payable by check mailed by the Trustee by first class mail to the Registered Owner hereof as of the Record Date preceding the Payment Date at his address as it appears on the registration books of the Trustee. Interest with respect to any Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of $1,000,000 or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number on file with the Trustee as of the Record Date.

This Certificate is one of the $_____ aggregate principal amount of Certificates of Participation 2016A (the "Certificates") which have been executed and delivered by the Trustee pursuant to the terms of a Trust Agreement dated as of October 1, 2016 (the "Trust Agreement"), by and among the Trustee, the Corporation and the City. The City is authorized to enter into the Lease and the Trust Agreement under the Constitution and laws of the State of California. Reference is hereby made to the Lease and the Trust Agreement (copies of which are on file at the Principal Office) for a description of the terms on which the Certificates are delivered, the rights thereunder of the Registered Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the City under the Lease, to all of the provisions of which Lease and Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The City is obligated to pay Lease Payments from any source of legally available funds, and the City has covenanted in the Lease to make the necessary annual appropriations therefor. The obligation of the City to pay the Lease Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Lease Payments does not constitute a debt of the City, the State of California or any of its political subdivisions within the meaning of any Constitutional or statutory debt limitation or restriction. The City's obligation to pay Lease Payments may be completely or partially abated during any period in which, by reason of noncompletion of the Project by the date specified in the Lease or material damage, destruction, title defect, or taking by eminent domain or condemnation there is substantial interference with the use and right of possession

by the City of the Leased Premises. Failure of the City to pay 2016A Lease Payments during any such period shall not constitute a default under the Lease, the Trust Agreement or this Certificate.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the Registered Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding, and may be amended, without such consent of the Registered Owners under certain circumstances. No such modification or amendment shall (i) extend or have the effect of extending the maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Registered Owner of such Certificate being affected, or (ii) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Lease, (iii) modify any of the rights or obligations of the Trustee without its written assent thereto, or (iv) amend the section of the Trust Agreement dealing with permitted amendments thereof without the prior written consent of the owners of all Certificates.

This Certificate is transferable by the Registered Owner hereof, in person or by his duly authorized attorney, at the Principal Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of an authorized denomination or denominations, for the same aggregate principal amount, maturity and interest rate, will be delivered to the transferee. This Certificate also may be exchanged for a like aggregate principal amount of Certificates of other authorized denominations as prescribed in the Trust Agreement. The City, the Corporation, and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes whether or not this Certificate shall be overdue, and the City, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Trustee shall not be required to transfer any Certificate selected for prepayment or be required to transfer any Certificate during the period in which the Trustee is selecting Certificates for prepayment or after notice of prepayment has been given in accordance with the Trust Agreement.

The Certificates are subject to prepayment, on any date, in whole or in part, from Net Proceeds deposited by the Trustee in the Prepayment Fund established under the Trust Agreement at least forty-five (45) days prior to the date fixed for prepayment, at a prepayment price equal to the principal amount thereof together with accrued interest to the dated fixed for prepayment, without premium.

In the event that Net Proceeds are to be applied to the prepayment of Certificates when Certificates and Additional Certificates, if any, are Outstanding, the Net Proceeds will be applied to prepay a proportionate amount of Certificates and Additional Certificates based on the Outstanding principal amount and by lot within any maturity or sinking account prepayment.

The Certificates maturing on or after November 1, 20__ are subject to prepayment prior to maturity in whole or in part on any date on or after November 1, 20__, at the option of the City, in the event the City exercises its option under the Lease to prepay all or a portion of the principal component of the Lease Payments (in integral multiples of $5,000), at the prepayment price equal to the principal component to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

The Certificates maturing November 1, 20__ (the "20__ Term Certificates") are subject to prepayment in part by lot, on November 1 in each of the following years from sinking account payments as set forth below at a prepayment price equal to the principal amount thereof to be prepaid, without premium; provided, however, that if some but not all of the 20__ Term Certificates have been prepaid pursuant to an optional or extraordinary prepayment, the total amount of all future sinking account payments will be reduced by the aggregate principal amount of the 20__ Term Certificates so prepaid in such manner as selected by the City. In addition, in lieu of prepayment thereof, the 20__ Term Certificates may be purchased by the City and tendered to the Trustee pursuant to the provisions of the Trust Agreement.

Mandatory Prepayment Date (November 1)	Sinking Account Payment
	$
*	

* Final Maturity

The Certificates maturing November 1, 20__ (the "20__ Term Certificates") are subject to prepayment in part by lot, on November 1 in each of the following years from sinking account payments as set forth below at a prepayment price equal to the principal amount thereof to be prepaid, without premium; provided, however, that if some but not all of the 20__ Term Certificates have been prepaid pursuant to an optional or extraordinary prepayment, the total amount of all future sinking account payments will be reduced by the aggregate principal amount of the 20__ Term Certificates so prepaid in such manner as selected by the City. In addition, in lieu of prepayment thereof, the 20__ Term Certificates may be purchased by the City and tendered to the Trustee pursuant to the provisions of the Trust Agreement.

Mandatory Prepayment Date (November 1)	Sinking Account Payment
	$
*	

* Final Maturity

As provided in the Trust Agreement, notice of prepayment shall be mailed, not less than 30 nor more than 60 days before the prepayment date, to the Registered Owner of this Certificate, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment. If this Certificate is called for prepayment and payment is duly provided

therefor as specified in the Trust Agreement, interest shall cease to accrue with respect hereto from and after the date fixed for prepayment.

The City has certified that all acts, conditions and things required by the statutes of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate, and that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

Terms used herein which are not otherwise defined shall have the respective meanings assigned thereto in the Trust Agreement.

The Trustee has no obligation or liability to the Registered Owners to make payments of principal or interest with respect to this Certificate except from Lease Payments paid to the Trustee and from the various funds and accounts established under the Trust Agreement. The Trust Agreement provides that the recitals of facts, covenants and agreements in this Certificate shall be taken as statements, covenants and agreements of the City, and the Trustee assumes no responsibility for the correctness of the same. The Trustee has executed this Certificate solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution: _____

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Its: Authorized Officer

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(print or typewrite name, address, including postal zip code, and social security or other identifying number of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

_____

NOTICE: Signature(s) guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or such other guarantee program acceptable to the Trustee.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B-1

FORM OF WRITTEN DELIVERY COST REQUISITION

Trustee, as Trustee

RE: Disbursement from the Project Fund pursuant to Section 3.03 of the Trust Agreement related to the City of Malibu Certificates of Participation 2016A, dated as of October 1, 2016 (the "Agreement"), by and among you, as trustee, the Malibu Public Financing Corporation and the City of Malibu (the "City")

REQUISITION NO. _____

You are hereby instructed to pay to the City, or to _____ at _____ $_____ as a Delivery Cost from the Project Fund as provided in Section 3.03 of the Agreement. This Delivery Cost has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous disbursements.

The amount remaining in the Project Fund, together with interest earnings on the Project Fund plus investment earnings on other funds that will be transferred into the Project Fund, will, after payment of the amount set forth in this requisition, be sufficient to pay all remaining Delivery Costs and Project Costs as presently estimated.

Very truly yours,

_____

City Representative

EXHIBIT B-2

FORM OF WRITTEN PROJECT COST REQUISITION

Trustee, as Trustee

RE: Disbursement from the Project Fund pursuant to Section 3.03 of the Trust Agreement related to the City of Malibu Certificates of Participation 2016A, dated as of October 1, 2016 (the "Agreement"), by and among you as trustee, the Malibu Public Financing Corporation and the City of Malibu (the "City")

REQUISITION NO._____

You are hereby instructed to pay to the City, or to _____ at $_____ as a Project Cost from the Project Fund as provided in Section 3.03 of the Agreement. This Project Cost has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous disbursements.

The amount remaining in the Project Fund, together with other moneys available to the City and together with interest earnings on the Project Fund plus investment earnings on other funds that will be transferred into the Project Fund, will, after payment of the amount set forth in this requisition, be sufficient to pay all remaining Delivery Costs and Project Costs as presently estimated.

Very truly yours,

_____

City Representative

Document comparison by Workshare Compare on Wednesday, September 14, 2016 2:18:08 PM

Input:	
Document 1 ID	PowerDocs://DOCSOC/1775304/4
Description	DOCSOC-#1775304-v4-Trust_Agreement_(2016A_COPs)
Document 2 ID	PowerDocs://DOCSOC/1775304/5
Description	DOCSOC-#1775304-v5-Trust_Agreement_(2016A_COPs)
Rendering set	SYCR 1

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	34
Deletions	31
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	65

RECORDING REQUESTED BY:
City of Malibu

AND WHEN RECORDED MAIL TO:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Brian P. Forbath, Esq.

[Space above for Recorder's use.]

This document is recorded for the benefit of the City of Malibu and recording is fee-exempt under §27383 of the Government Code.

ASSIGNMENT AGREEMENT

by and between

MALIBU PUBLIC FINANCING CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of October 1, 2016

Relating to

$_____
CITY OF MALIBU
CERTIFICATES OF PARTICIPATION 2016A

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, dated as of October 1, 2016, by the MALIBU PUBLIC FINANCING CORPORATION, a 501(c)(4) nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"), and accepted by U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, as trustee under the Trust Agreement (defined below) (the "Trustee");

WITNESSETH:

WHEREAS, the Corporation and the City of Malibu, a municipal corporation and a general law city duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), have executed and entered into a Site Lease (the "Site Lease") and a Lease/Purchase Agreement (the "Lease"), each dated as of the date hereof and recorded concurrently herewith, whereby, respectively, the City has agreed to lease certain real property of the City described in Exhibit A to the Site Lease and in Exhibit A hereto, including the existing improvements thereon (the "Leased Premises"), to the Corporation and the Corporation has agreed to lease back such Leased Premises to the City, as provided therein; and

WHEREAS, under and pursuant to the Lease, the City is obligated to make Lease Payments, as defined therein, to the Corporation for the lease of the Leased Premises; and

WHEREAS, the Corporation desires to assign absolutely, without recourse, all of its rights to receive the Lease Payments scheduled to be paid by the City under and pursuant to the Lease to the Trustee and certain of its other rights, title and interest under the Lease as described herein; and

WHEREAS, the Corporation desires to assign absolutely, without recourse, all of its rights to, under and pursuant to the Site Lease to the Trustee; and

WHEREAS, in consideration of such absolute assignment and the execution and entering into of a Trust Agreement (the "Trust Agreement") dated as of the date hereof, by and among the Trustee, the Corporation and the City, the Trustee has agreed to execute and deliver certificates of participation designated as the City of Malibu Certificates of Participation 2016A (the "Certificates") in an aggregate principal amount equal to the aggregate principal component of such Lease Payments; and

WHEREAS, each party has determined that all acts conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with its execution and entering into of this Assignment Agreement (the "Assignment Agreement") do exist, have happened and have been performed in regular and due time, form and manner as required by law and it is now duly authorized to execute and enter into the Assignment Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment.

(a) Site Lease. The Corporation hereby transfers, assigns absolutely and sets over to the Trustee, for the benefit of the Owners (as defined in the Trust Agreement) of the Certificates and any Additional Certificates executed and delivered under the Trust Agreement, all of the Corporation's rights, title, and interest under the Site Lease.

(b) Lease. The Corporation hereby transfers, assigns absolutely and sets over to the Trustee, for the benefit of the owners of the Certificates and any Additional Certificates executed and delivered under the Trust Agreement, all of the Corporation's rights, title and interest under the Lease (excepting only the Corporation's rights to indemnity and the payment of its fees and expenses under Sections 2.1(e), 4.11, 7.9, 7.14 and 9.4 of the Lease), including, without limitation, (1) the right to receive and collect all of the Lease Payments, Prepayments and Additional Payments (except to the extent payable to the Corporation) (as such terms are defined in the Trust Agreement) from the City under the Lease or the Trust Agreement, as applicable, (2) the right to receive and collect any proceeds of any insurance maintained thereunder, or any condemnation award rendered with respect to the Leased Premises, or of any lease of the Leased Premises in the event of a default by the City under the Lease, (3) the right to take all actions and give all consents under the Lease, including without limitation, Section 8.2(b) (regarding subleases), Section 8.3 (regarding amendments of the Lease) and Section 9.2 (regarding defaults), (4) the right to exercise such rights and remedies conferred on the Corporation pursuant to the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments, Prepayments and Additional Payments and any other amounts required to be deposited in the Lease Payment Fund, the Prepayment Fund or the Net Proceeds Fund established under the Trust Agreement, or (ii) otherwise to protect the interests of the Corporation in the event of a default by the City under the Lease, and (5) the right of the Corporation to receive rental in excess of Lease Payments as compensation for re-leasing the Leased Premises upon events of default under the Lease, as provided in Section 9.2(a) and (b) of the Lease. Notwithstanding the foregoing, only owners of Certificates and Additional Certificates secured by Lease Payments (as set forth in a Supplemental Agreement) shall have any right, interest and security in the Lease Payments and Prepayments.

(c) Assignment for Owners of Certificates. All rights assigned by the Corporation shall be administered by the Trustee as assignee thereof according to the provisions of the Trust Agreement and for the equal and proportionate benefits of the Owners of the Certificates and any Additional Certificates.

Section 2. Acceptance. The Trustee hereby accepts the foregoing assignment for the benefit of the Owners of the Certificates and any Additional Certificates, subject to the conditions and terms of the Trust Agreement, and all such Lease Payments shall be applied and all such rights so assigned shall be exercised by the Trustee under and pursuant to the Trust Agreement.

Section 3. Conditions. The Assignment Agreement shall confer no rights and shall impose no obligations upon the Trustee beyond those expressly provided in the Trust Agreement. The Trustee does not warrant the accuracy of the recitals hereto. The Trustee shall not be responsible for any representations, covenants or warranties of the Corporation. The assignment hereunder is to the Trustee solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity. The Trustee is not responsible for any representations, warranties or covenants made by the assignor under the Lease or the Site Lease.

Section 4. No Other Claim. The Corporation hereby represents and warrants that there are no present and outstanding claims on Lease Payments or any other moneys assigned by the Corporation to the Trustee hereunder.

Section 5. Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Applicable Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and entered into the Assignment Agreement by their officers thereunto duly authorized as of the day and year first above written.

MALIBU PUBLIC FINANCING CORPORATION

[SEAL]

By: _____
Its: President

ATTEST:

By: _____
Secretary

Accepted by:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Its: Authorized Officer

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2016 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

_____
Heather Glaser, Acting City Clerk of the City of Malibu

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2016 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF THE LEASED PREMISES

Real property in the City of Malibu, County of Los Angeles, State of California, described as follows:

PARCEL 1:

A PARCEL OF LAND IN THE CITY OF MALIBU, BEING THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN . BOOK 1 PAGES 407, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 27 OF RECORD OP SURVEY FILED IN BOOK '58 PAGES 46 TO 48 INCLUSIVE OF SURVEYS, SAID MOST SOUTHERLY CORNER BEING ALSO THE NORTHERLY END OF THAT LINE IN THE WESTERLY BOUNDARY OF THE LAND. DESCRIBED IN THE DEED TO FRANK K. LYONS, ET AL., RECORDED IN BOOK 20058 PAGE 215, OFFICIAL RECORDS, AS HAVING A BEARING AND LENGTH OF NORTH 13°52'05" WEST 1190.70. FEET; THENCE ALONG THE LAST MENTIONED BOUNDARY, SOUTH 13052'05" EAST 146.10 FEET, THENCE SOUTH 76°17'53" WEST 175.14 FEET; THENCE SOUTH 68°55'15" WEST 319.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10°36'05" WEST 746.16 FEET; THENCE NORTH 86°34'55" WEST 178.23 FEET, THENCE NORTH 42°49'35" WEST 289.20 FEET; THENCE SOUTH 53°24'15" WEST 273.48 FEET; THENCE SOUTH 27°44'28" EAST 1009.89 FEET; THENCE NORTH 68°55'15" EAST 280 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF THE ABOVE DESCRIBED. PARCEL LYING SOUTHERLY, WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ABOVE DESCRIBED PARCEL THAT IS DISTANT THEREON NORTH 10°36'05" WEST 364.21-FEET FROM THE SOUTHEASTERLY CORNER OF ABOVE DESCRIBED PARCELS; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID. PARCEL SOUTH 6B°55'15" WEST 213.80 FEET; THENCE PERPENDICULAR TO THE DIRECTION OF SAID SOUTHERLY LINE, NORTH 21°04145" WEST 34.80 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 68°55'15" WEST 178.33 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE ABOVE DESCRIBED PARCEL.

ALSO EXCEPT THEREFROM AS CONTAINED IN DEED FROM MARBLEHEAD LAND COMPANY, A CORPORATION, RECORDED ON FEBRUARY 18, 1944 IN BOOK 20581 PAGE 302, OFFICIAL RECORDS, THE FOLLOWING MATTERS;

(A) ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, COAL AND OTHER HYDROCARBON SUBSTANCES, IN, ON, WITHIN AND UNDER SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY.

(B) ALL RIPARIAN RIGHTS

PARCEL 2:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES OVER THE EASTERLY TWENTY FEET (20') OF PARCEL 1 (PER CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JULY 26, 1994 AS INSTRUMENT NO. 94-1381839).

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS TO BE USED IN COMMON WITH OTHERS OVER THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED BY MATTHEW KELLER - BY PATENT RECORDED IN BOOK 1 PAGES 407, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY-RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 40.00 FEET WIDE ' LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE STRIP OF LAND 80.00 FEET WIDE DESCRIBED IN THE DEED FROM T.R. CADWALADER, ET AL, TO-THE STATE OF CALIFORNIA, RECORDED IN BOOK 15228, PAGE 342, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT OF BEGINNING BEING DISTANT SOUTH 83°11'15n WEST 1025,00 FEET AND NORTH 648'45" WEST, 40.00 FEET FROM ENGINEER'S CENTER LINE STATION 926 PLUS 33.41 FEET AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID ABOVE MENTIONED DEED AS NORTH 83°11'15" EAST, 3983.81 FEET; THENCE NORTH 6°48'45" WEST, 949.98 FEET; THENCE SOUTH 75°41'35" WEST, 1869.28 FEET TO A LINE BEARING SOUTH 13°52,0S" EAST FROM THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN PARCEL I. ABOVE DESCRIBED AS NORTH 68°55'15" EAST, 280.00 FEET; THENCE NORTH 13°52'05" WEST 860.74 FEET TO SAID LAST MENTIONED CERTAIN COURSE.

APN: 4458-021-172

City of Malibu
Certificates of Participation 2016A

[_____], 2016

CERTIFICATE PURCHASE AGREEMENT

City of Malibu
23825 Stuart Ranch Rd.
Malibu, CA 90265
Attention: City Manager

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"), hereby offers to enter into this Certificate Purchase Agreement (this "**Certificate Purchase Agreement**") with the City of Malibu (the "**City**"), for the purchase by the Underwriter of City of Malibu Certificates of Participation 2016A in the initial principal amount of $[_____] (the "**Certificates**").

This offer is made subject to acceptance by the City on or before 5:00 P.M., California time, on the date hereof or such other time as the parties hereto mutually agree, and upon such acceptance, this Certificate Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter.

Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Official Statement mentioned below.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase, and the City agrees to sell to the Underwriter and cause the Trustee to execute and deliver to or for the account of the Underwriter, all (but not less than all) of the Certificates at a purchase price of $[_____] (representing the $[_____] aggregate principal amount of the Certificates, *less* net original issue discount of $[_____], *less* $[_____] of Underwriter's discount).

The Underwriter hereby agrees to purchase not less than all of the Certificates if any are purchased in accordance with this Certificate Purchase Agreement. If the Underwriter fails to accept such delivery and pay the purchase price of the Certificates by wire transfer in immediately available funds at Closing (as defined below) in accordance with the terms hereof, then this Certificate Purchase Agreement shall terminate. Any failure by the Underwriter to accept delivery and pay the purchase price in accordance with this Certificate Purchase Agreement shall be governed by the terms hereof.

2. The Certificates; Purpose.

(a) *The Certificates.* The Certificates shall be dated their date of delivery and shall mature and bear interest at the rates set forth in Exhibit A.

The Certificates will be executed and delivered pursuant to a Trust Agreement dated as of October 1, 2016 (the "**Trust Agreement**"), by and among the City, the Malibu Public Financing Corporation (the "**Corporation**") and U.S. Bank National Association, as trustee (the "**Trustee**").

The Certificates will represent direct, undivided fractional interests in certain lease payments (the "**Lease Payments**") to be made by the City pursuant to a Lease/Purchase Agreement dated as of October 1, 2016 (the "**Lease/Purchase Agreement**"), between the City and the Corporation.

Pursuant to the Lease/Purchase Agreement, the City will pay the Lease Payments in consideration for use and occupancy of certain real property owned by the City (the "**Leased Premises**"), which the City will initially lease to the Corporation pursuant to a Site Lease, dated as of October 1, 2016 (the "**Site Lease**") and sublease back from the Corporation pursuant to the Lease/Purchase Agreement.

Pursuant to an Assignment Agreement dated as of October 1, 2016 between the Corporation and the Trustee (the "**Assignment Agreement**"), the Corporation has assigned to the Trustee, for the benefit of the owners of the Certificates, its right to receive amounts payable by the City under the Lease/Purchase Agreement, among other things.

(b) *Purpose of the Certificates.* The Certificates are being executed and delivered to: (i) provide funds for costs of acquiring certain real property for the City, (ii) refund all of the outstanding City of Malibu Certificates of Participation 2009A (Tax Exempt) (City Hall Project) (the "**2009A Certificates**"), (iii) refund all of the outstanding City of Malibu Certificates of Participation 2009B (Taxable) (City Hall Project) (the "**2009B Certificates**"), (iv) refund all of the outstanding City of Malibu Certificates of Participation 2010D (Taxable) (City Hall Project) (the "**2010D Certificates**" and together with the 2009A Certificates and the 2009B Certificates, the "**Refunded Certificates**"), and (v) pay the costs of the execution and delivery of the Certificates.

The City will enter into a separate escrow agreement with respect to each of the 2009A Certificates, the 2009B Certificates and the 2010D Certificates (each, an "**Escrow Agreement**"; together, the "**Escrow Agreements**") with the Trustee, as escrow agent (the "**Escrow Agent**").

3. Offering. The Underwriter agrees to make an initial bona fide public offering of all of the Certificates, at not in excess of the initial public offering yields or prices set forth on Exhibit A. Following the initial public offering of the Certificates, the offering prices may be changed from time to time by the Underwriter, provided that the Underwriter shall not change any of the principal amounts or the interest rates set forth on Exhibit A. The Certificates may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The Certificates are subject to redemption as set forth in Exhibit A.

4 Official Statement; Continuing Disclosure.

(a) The City has delivered to the Underwriter the Preliminary Official Statement dated [_____], 2016 (the "**Preliminary Official Statement**") and will deliver to the Underwriter a final official statement dated the date of this Purchase Contract (as amended and supplemented from time to time pursuant to Section 6(j) of this Purchase Contract, the "**Official Statement**"). Subsequent to its receipt of the City's 15c2-12 Certificate, in substantially the form attached hereto as Exhibit C, deeming the Preliminary Official Statement final for purposes of Rule 15c2-

12 of the Securities and Exchange Commission ("**Rule 15c2-12**"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute in printed and/or electronic format the Official Statement (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City), the Trust Agreement, the Lease/Purchase Agreement, the Site Lease, the Assignment Agreement, this Purchase Contract, the Continuing Disclosure Agreement (hereinafter defined) and all information contained therein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Certificate Purchase Agreement, in connection with the offer and sale of the Certificates by the Underwriter.

The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking Board (the "**MSRB**") through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Certificates, including, without limitation, MSRB Rule G-32 and Rule 15c2-12. The City agrees to deliver to the Underwriter as many copies of the Official Statement as the Underwriter will reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12. The City agrees to deliver the final Official Statement within seven business days after the execution hereof, or such earlier date identified by the Underwriter to be necessary to allow the Underwriter to meet its obligations under Rule 15c2-12 and Rule G-32 of the MSRB.

(b) The Underwriter agrees to: (1) provide the City with final pricing information on the Certificates on a timely basis prior to the Closing and (2) take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules and MSRB rules governing the offering, sale and delivery of the Certificates to ultimate purchasers.

(c) In connection with issuance of the Certificates, and in order to assist the Underwriter with complying with the provisions of Rule 15c2-12, the City will execute a continuing disclosure agreement with the Trustee, as dissemination agent (the "**Continuing Disclosure Agreement**"), under which the City will undertake to provide certain financial and operating data as required by Rule 15c2-12. The form of the Continuing Disclosure Agreement is attached as an appendix to the Preliminary Official Statement and will be attached as an appendix to the final Official Statement.

5. Closing. At 8:00 A.M., California time, on [_____], 2016, or at such other time on such other Business Day as shall have been mutually agreed upon by the City and the Underwriter (the "**Closing Date**"), the City, subject to the terms and conditions hereof, will cause the execution, sale and delivery of the Certificates to the Underwriter and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 hereof in immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). Sale, delivery and payment as aforesaid shall be made at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("**Special Counsel**") or at such other place as shall have been mutually agreed upon by the City and the Underwriter. The Certificates shall be delivered to the Underwriter through the book-entry system of The Depository Trust Company ("**DTC**").

6. Representations, Warranties and Agreements. The City hereby represents, warrants and covenants to the Underwriter that:

(a) The City is a general law city, duly organized and validly existing under the laws of the State.

(b) The City has, and as of the Closing Date will have (i) full legal right, power and authority to adopt the resolution of the City (the "**City Resolution**") authorizing the execution and delivery of the Certificates and the transactions described therein, to cause the sale, execution and delivery of the Certificates to the Underwriter as provided in this Certificate Purchase Agreement, to enter into the Trust Agreement, the Site Lease, the Lease/Purchase Agreement, the Continuing Disclosure Agreement, the Escrow Agreements and this Certificate Purchase Agreement (collectively, the "**City Documents**"), and to execute and deliver the Official Statement; (ii) duly authorized and approved the execution and delivery of the Certificates, the execution and delivery of the City Documents, and the performance of its obligations contained herein and therein; and (iii) duly authorized the consummation by it of all transactions contemplated by the City Documents and the Official Statement, all in accordance with applicable law, and the City is and will be in compliance with the provisions thereof in all material respects.

(c) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter that are required for the due authorization by or that would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the City of its obligations under the City Documents or in connection with the execution and delivery of the Certificates have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates; and, except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter that are required for the due authorization by or that would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the City of its obligations under the City Documents or in connection with the Certificates have been duly obtained.

(d) The execution and delivery of the City Documents and the performance of its obligations contained in the City Documents do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution or agreement to which the City is subject or by which it is bound.

(e) Except as disclosed in the Official Statement, no litigation is, or as of the Closing Date will be, pending or, to the knowledge of the City, threatened in any court (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) seeking to restrain or enjoin the execution or delivery of the Certificates, or the annual budget, appropriation or payment of the Lease Payments as required under the Lease/Purchase Agreement; (iii) in any way contesting or affecting the validity of the Certificates, the Assignment Agreement, or any of the City Documents; (iv) contesting the powers of the City for the execution and delivery of the Certificates or any of the City Documents or the performance of its obligations contained therein or with respect thereto; (v) contesting the tax-exempt status of payments of the general character of the Lease Payments as would be received by the Trustee or of

interest as would be received by the Owners of the Certificates; (vi) which would be likely to result in any material adverse change in the business, properties, assets or financial condition of the City or to have a material adverse effect on the ability of the City to meet its obligations under any of the City Documents; or (vii) asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) Any certificate signed by any official or other representative of the City and delivered to the Underwriter pursuant to this Certificate Purchase Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the truth of the statements therein made.

(g) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided, however, that the City shall not be required to qualify to do business or consent to service of process in connection with any such qualification or determination in any jurisdiction.

(h) The Preliminary Official Statement was as of its date, and the Official Statement, at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement contains and the Official Statement at all times subsequent to its date up to and including the Closing will contain no misstatement of any material fact, and the Preliminary Official Statement does not and the Official Statement, at all times subsequent to its date up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in light of the circumstances in which such statements were made, not misleading; except that no representation is made as to any information relating to DTC and its book-entry only system.

(i) If the Official Statement is supplemented or amended pursuant to paragraph (j) of this Section 6, at the time of each supplement or amendment thereto, the Official Statement as so supplemented or amended is true, correct and complete in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) (1) Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City since June 30, 2015, and there has been no occurrence or circumstance or combination thereof that is reasonably expected to result in any such materially adverse change.

(2) If between the date of this Purchase Contract and the date which is 25 days following the End of the Underwriting Period (as defined below), any event will

occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City will immediately notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. "**End of the Underwriting Period**" will mean the later of: (i) the Closing Date, and (ii) the date the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Certificates for sale to the public, provided that unless the Underwriter notifies the City on or prior to the Closing Date that it retains, directly or as a member of an underwriting syndicate, an unsold balance of the Certificates for sale to the public, the End of the Underwriting Period will be deemed to have occurred on the Closing Date.

(3) After the Closing, the City will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter reasonably objects in writing or which is disapproved by Underwriter's Counsel. If any event relating to or affecting the City occurs as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the City will use its best efforts to assist the Underwriter in preparing (at the expense of the City for 90 days after the date of the Closing, and thereafter at the expense of the Underwriter) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of this subsection, the City will furnish such information with respect to itself as the Underwriter may from time to time reasonably request.

(k) Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, the City (and its related entities for this purpose) has not previously failed to comply in all material respects with any undertakings under Rule 15c2-12 in the past five years.

(l) Except as disclosed in the Official Statement, the City does not need the consent of its auditor to include its comprehensive annual financial report for the fiscal year ended June 30, 2015 as an appendix to the Official Statement.

(m) With respect to the Leased Premises and subject to Permitted Encumbrances (as defined in the Lease/Purchase Agreement), the exceptions set forth in the preliminary title report(s) do not, and the exceptions set forth in the policy or policies of title insurance to be provided on the Closing Date pursuant to the Lease/Purchase Agreement will not, materially impair the value of the Leased Premises, the existing facilities thereon or the sites thereof, nor materially impair the City's enjoyment of the same for any purposes of which they are, or may reasonably be, expected to be used.

(n) The City has not defaulted in the payment of principal of or interest on any of its debt obligations ("**debt obligations**" shall not include any industrial development bonds or private activity bonds the City has issued on behalf of any other person and as to which the City has no direct or indirect financial responsibility).

(o) The City will comply with the requirements of the Tax Certificate executed by the City in connection with the issuance of the Certificates.

(p) At or prior to the Closing, the City shall have duly authorized, executed and delivered the Continuing Disclosure Documents.

(q) The City acknowledges and agree that: (i) the purchase and sale of the Certificates pursuant to this Certificate Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as a "municipal advisor" (as defined in section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iv) the Underwriter has financial and other interests that differ from those of the City; and (v) the City has consulted its own legal, financial and other advisors to the extent they have deemed appropriate with respect to this transaction.

(r) The City will comply with the defeasance and prepayment provisions of the legal documents related to the Refunded Certificates.

7. Closing Conditions. The Underwriter has entered into this Certificate Purchase Agreement in reliance upon the representations, warranties and covenants of the City contained herein and the performance by the City of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Certificate Purchase Agreement are and shall be subject to the following further conditions:

(a) the representations, warranties and agreements of the City contained herein shall be true and correct in all material respects on the date hereof and the Closing Date, as if made as of the Closing Date, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the Closing Date; the City shall be in compliance with each of the agreements made by it in this Certificate Purchase Agreement (unless such agreements are waived by the Underwriter); and there shall not have occurred an adverse change in the financial position, results of operations or financial condition of the City which may result in any material adverse change in the business, properties, assets or the financial condition of the City or which may have a material adverse effect on the ability of the City and the Corporation to meet their respective obligations under the Legal Documents (as defined below);

(b) at the Closing Date, the City Resolution and the resolution of the Corporation (the "**Corporation Resolution**") authorizing the execution and delivery of the Certificates and the transactions described therein, shall have been duly adopted; the City Documents, the Assignment Agreement and the Certificates (collectively, the

"**Legal Documents**"), all as described in the Official Statement, shall be in full force and effect, as valid and binding agreements between the various parties thereto and the Legal Documents and the Official Statement and shall not have been amended, modified or supplemented (except as may be agreed to in writing by the Underwriter); the ratings quoted in the Official Statement shall be in effect; and the City shall perform or have performed its obligations required under or specified in the City Documents and the Official Statement to be performed at or prior to the Closing Date; and there shall be in full force and effect such resolutions as, in the opinion of Special Counsel, shall be necessary in connection with the transactions contemplated hereby;

(c) as of the Closing Date, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not omit any statement or information necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) except as disclosed in the Official Statement, no decision, ruling or finding shall have been entered by any court or legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation, since the date of this Certificate Purchase Agreement (and not reversed on appeal or otherwise set aside) which has any of the effects described in Section 6(e) hereof;

(e) the Underwriter may terminate this Certificate Purchase Agreement by notification to the City at any time between the date hereof and the Closing Date by reason of any of the following:

(1) an amendment to the Constitution of the United States or the State of California shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter, or legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such Committee by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of California or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made, or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of California authority with respect to federal or State of California taxation upon revenues or other income of the general character to be derived by the City

or upon interest received with respect to obligations of the general character of the Certificates that, in the reasonable judgment of the Underwriter, directly or indirectly may have the purpose or effect of affecting the tax status of the City, its property or income, its securities (including the Certificates) or the interest with respect thereto, or any tax exemption granted or authorized by State of California legislation or materially and adversely affecting the market for the Certificates or the market price generally of obligations of the general character of the Certificates;

(2) legislation enacted, introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission or by any other governmental agency having jurisdiction of the subject matter to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(3) the declaration of war or escalation in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government of or the financial community in the United States;

(4) the declaration of a general banking moratorium by federal, New York or California authorities or the general suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange or other national securities exchange or any governmental authority of any material restrictions not now in force with respect to the Certificates or obligations of the general character of the Certificates or securities generally or the material increase of any such restrictions now in force;

(6) an order, decree or injunction of any court of competent jurisdiction or order, ruling, regulation or official statement by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Certificates or the execution, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect;

(7) the withdrawal or downgrading of any rating of the Certificates or any underlying or unenhanced rating of any obligations of the City (excluding obligations for which the City acts merely as a conduit issuer) including the Certificates by a national rating agency; or

(8) any event occurring, or information becoming known that, in the reasonable judgment of the Underwriter, makes untrue or incorrect any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be stated therein or that is necessary to make the statements and information contained therein not misleading; and

(f) at or prior to the Closing Date, the Underwriter shall receive the following documents:

(1) the Official Statement and each supplement or amendment, if any, thereto executed on behalf of the City by an authorized officer of the City;

(2) copies of the Legal Documents, each duly executed and delivered by the respective parties thereto;

(3) the approving opinion of Special Counsel to the City, dated the Closing Date, substantially in the form attached to the Official Statement, together with a reliance letter to the Underwriter;

(4) the supplemental opinion of Special Counsel, in form and substance satisfactory to the Underwriter and Underwriter's Counsel, addressed to the City and the Underwriter, to the following effect; that

(A) this Certificate Purchase Agreement has been duly authorized, executed and delivered by the City and is a valid and binding agreement of the City, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought;

(B) the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and

(C) The statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE 2016 CERTIFICATES," "SECURITY AND SOURCES OF PAYMENT FOR THE 2016 CERTIFICATES," "TAX MATTERS," "APPENDIX C - SUMMARY OF PRINCIPAL LEGAL DOCUMENTS," and in "APPENDIX D - FORM OF LEGAL OPINION" insofar as such statements expressly summarize certain provisions of the Certificates, the Lease/Purchase Agreement, the Trust Agreement, the Continuing Disclosure Agreement and the content of the opinion of Special Counsel concerning certain state and federal tax matters relating to the Certificates, are accurate in all material respects.

(5) a negative assurance letter of Stradling Yocca Carlson & Rauth, a Professional Corporation, Disclosure Counsel, dated the Closing Date, and addressed to the City and the Underwriter, to the effect that during the course of serving as Disclosure Counsel in connection with the execution and delivery of the Certificates and without having undertaken to determine independently or

assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, no information came to the attention of the attorneys in such firm rendering legal services in connection with the issuance of the Certificates that would lead them to believe that the Official Statement (excluding therefrom the financial statements, any financial or statistical data, or forecasts, charts, numbers, estimates, projections, assumptions or expressions of opinion included in the Official Statement, information relating to DTC and its book-entry only system and the appendices to the Official Statement as to which no opinion need be expressed), as of the date thereof, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) the opinion of the City Attorney, in substantially the form attached hereto as Exhibit B, dated the Closing Date, addressed to the Underwriter;

(7) the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Underwriter's Counsel, dated the Closing Date, in form and substance acceptable to the Underwriter;

(8) the opinion of counsel to the Corporation, dated the Closing Date, addressed to the City and the Underwriter, to the effect that:

(A) the Corporation is a 501(c)(4) nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California;

(B) the resolution of the Board of Directors of the Corporation (the "**Corporation Resolution**") approving and authorizing the execution and delivery of the Trust Agreement, the Lease/Purchase Agreement, the Site Lease, and the Assignment Agreement (collectively, the "**Corporation Documents**") was duly adopted at a meeting of the Board of Directors of the Corporation which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting through, and the Corporation Resolution is in full force and effect and has not been modified, amended or rescinded as of the Closing Date;

(C) the Corporation has full legal power and authority to enter into the Corporation Documents and to own its properties and to carry on its business as then conducted;

(D) the Corporation Documents have been duly authorized, executed and delivered by the Corporation and constitute legal, valid and binding agreements of the Corporation, enforceable in accordance with their terms;

(E) no consent, approval, authorization or order of any court or governmental body is required for the consummation by the Corporation of the transactions contemplated by the Official Statement, except such

as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Certificates by the Underwriter;

(F) except as disclosed in the Official Statement, there is to such counsel's knowledge no litigation pending or threatened in any court (i) in any way questioning the corporate existence of the Corporation or the titles of the officers of the Corporation to their respective offices; (ii) seeking to restrain or enjoin the delivery of the Certificates, or the assignment of the Lease Payments pursuant to the Assignment Agreement; (iii) in any way contesting or affecting the validity of the Certificates or any of the Legal Documents; (iv) contesting the powers of the Corporation to cause the execution and delivery of the Corporation Documents and the performance of its obligations contained therein; (v) contesting the tax-exempt status of payments of the general character of the Lease Payments as would be received by the Trustee or of interest as would be received by the Owners of the Certificates; (vi) which would be likely to have a material adverse effect on the ability of the Corporation to meet its obligations under the Corporation Documents or with respect to the Certificates or with respect to the Certificates or on the consummation of the transactions contemplated hereby; or (vii) asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(G) the execution and delivery of the Corporation Documents by the Corporation, and performance by the Corporation of its obligations thereunder, do not and will not (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the City or (ii) result in a breach of or constitute a default under any indenture or loan or credit agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected, and all consents, approvals, authorizations and orders of a governmental or regulatory authority, if any, which are required to be obtained by the Corporation for the consummation of the transactions contemplated thereby or as conditions precedent to the execution and delivery of the Certificates have been obtained (provided no opinion need be expressed as to any action required under state securities or blue sky laws in connection with the purchase of distribution of the Certificates by the Underwriter); and

(H) as of the date of the Official Statement and as of the date of such opinion, the statements relating to the Corporation, its functions, duties and responsibilities contained in the Official Statement, accurately describe the Corporation, and nothing has come to my attention which would lead such counsel to believe that such statements contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make such statements, in the light of the circumstances under which they were made, not misleading.

(9) one or more opinions of counsel to the Trustee/Escrow Agent, dated the Closing Date, addressed to the Underwriter, to the effect that:

(A) the Trustee/Escrow Agent is a national banking association with trust powers, duly organized, validly existing and in good standing under the laws of the United States of America and has full power and authority to execute and deliver the Trust Agreement, the Escrow Agreements, the Assignment Agreement, and the Continuing Disclosure Agreement (the "**Trustee/Escrow Agent Documents**"), to perform its obligations under the Trustee/Escrow Agent Documents and to execute and deliver the Certificates;

(B) the Trustee/Escrow Agent has duly authorized by all necessary corporate action the execution and delivery of the Certificates and Trustee/Escrow Agent Documents, and the execution and delivery of, and performance of its obligations under, the Trustee/Escrow Agent Documents, and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute the valid and binding obligations of the Trustee/Escrow Agent, enforceable against the Trustee/Escrow Agent in accordance with their respective terms, except as such enforcement thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance, and other similar laws affecting the rights and remedies of creditors generally, and by the effect of general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, whether considered in a proceeding at law or in equity;

(C) the Certificates and the Trustee/Escrow Agent Documents have been duly executed and delivered by the Trustee/Escrow Agent;

(D) the execution and delivery of the Certificates and the Trustee/Escrow Agent Documents, and the performance by the Trustee/Escrow Agent of its duties under the Trustee/Escrow Agent Documents, will not contravene or constitute a breach of or default under the Articles of Incorporation or Bylaws of the Trustee/Escrow Agent or any other agreement or instrument to which the Trustee/Escrow Agent is a party or by which it is bound or any law of the State of California or of the United States of America or any rule or regulation thereunder or any court order or consent decree governing the Trustee/Escrow Agent;

(E) no consent, approval, authorization or order of any court, regulatory authority or governmental body is required for the valid authorization, execution and delivery of the Trustee/Escrow Agent Documents and the Certificates or the consummation by the Trustee/Escrow Agent of the transactions contemplated by the Trustee/Escrow Agent Documents, except such as have been obtained and except such as may be required under the state securities or Blue Sky laws in connection with the purchase and distribution of the Certificates; and

(F) to the best of such counsel's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened against the Trustee/Escrow Agent which action, suit, proceeding, inquiry or investigation in any way: (i) affects the existence of the Trustee/Escrow Agent or the titles of its officers to their respective offices, (ii) seeks to prohibit, restrain or enjoin the execution and delivery of the Certificates by the Trustee/Escrow Agent or (iii) contests the powers of the Trustee or its authority to perform its obligations under the Trustee/Escrow Agent Documents or the execution and delivery of Certificates;

(10) a certificate, dated the Closing Date, of the City executed by an appropriate official, to the effect that

(A) no event has occurred, and no information has become known that makes untrue or incorrect any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be stated therein or that is necessary to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading;

(B) the City Documents are in full force and effect and have not been amended in any respect, except as approved in writing by the Underwriter,

(C) the representations of the City in this Certificate Purchase Agreement are true and correct on and as of the Closing Date as if made on and as of the Closing Date, and the City has complied with and performed all of its covenants and agreements in this Certificate Purchase Agreement to be complied with and performed at or prior to the Closing Date,

(D) no litigation is pending or, to their knowledge, threatened in any court (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) seeking to restrain or enjoin the delivery of the Certificates or the annual appropriation or payment of the Lease Payments as required under the Lease/Purchase Agreement; (iii) in any way contesting or affecting the validity of the Certificates or any of the Legal Documents; (iv) in any way contesting the powers of the City to cause the execution and delivery of the Certificates and the performance of its obligations contained therein or the execution and delivery of the Trust Agreement or any of the City Documents and the performance of its obligations contained therein or with respect thereto; (v) contesting the tax-exempt status of payments of the general character of the Lease Payments as would be received by the Trustee or of interest as would be received by the Owners of the Certificates; (vi) which would be likely to result in any material adverse change in the business, properties, assets or the financial condition of the City or to have a material adverse effect on the ability of the City to meet

its obligations under any of the City Documents or with respect to the Certificates, the Trust Agreement, the Continuing Disclosure Agreement or the Lease/Purchase Agreement; or (vii) asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, which certificate shall be in form and substance acceptable to the Underwriter;

(11) a certificate of an authorized officer of the Corporation, dated the Closing Date, to the effect that

(A) The Corporation is a 501(c)(4) nonprofit public benefit corporation, duly organized and validly existing under the Constitution and the laws of the State of California.

(B) The Corporation has (i) full legal right, power and authority to adopt the Corporation Resolution authorizing the Corporation Documents and to enter into the Corporation Documents; (ii) duly authorized and approved the execution and delivery of the Corporation Documents and the performance of its obligations contained herein and therein; and (iii) duly authorized the consummation by it of all transactions contemplated by the Corporation Documents and the Official Statement, all in accordance with applicable law, and the Corporation is and will be in compliance with the provisions thereof in all material respects.

(C) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter that are required for the due authorization by or that would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Corporation of its obligations under the Corporation Documents or in connection with the execution and delivery of the Certificates under the Trust Agreement have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates; and, except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter that are required for the due authorization by or that would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Corporation of its obligations under the Corporation Documents or in connection with the Certificates have been duly obtained;

(D) The execution and delivery of the Corporation Documents and the performance of its obligations contained in the Corporation Documents do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution or agreement to which the Corporation is subject or by which it is bound;

(E) Except as disclosed in the Official Statement, no litigation is pending or, to the knowledge of the Corporation, threatened in any court (i) in any way questioning the corporate existence of the Corporation or the titles of the officers of the Corporation to their respective offices; (ii) seeking to restrain or enjoin the execution or delivery of the Certificates, or the assignment of the Lease Payments pursuant to the Assignment Agreement, (iii) in any way contesting or affecting the validity of the Certificates or any of the other Legal Documents, (iv) contesting the powers of the Corporation for the execution and delivery of the Certificates or any of the Corporation Documents or the performance of its obligations contained therein or with respect thereto, (v) contesting the tax-exempt status of payments of the general character of the Lease Payments as would be received by the Trustee or of interest as would be received by the Owners of the Certificates; (vi) which would be likely to have a material adverse effect on the ability of the Corporation to meet its obligations under the Corporation Documents or with respect to the Certificates or on the consummation of the transactions contemplated hereby; or (vii) asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(F) The information relating to the Corporation, its functions, duties and responsibilities contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(12) one or more certificates of the Trustee/Escrow Agent, dated the Closing Date to the effect that:

(A) the Trustee/Escrow Agent is duly organized and existing as a national banking association, duly organized and validly existing under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Trustee/Escrow Agent Documents and to execute and deliver the Certificates pursuant to the Trust Agreement;

(B) the Trustee/Escrow Agent is duly authorized to enter into the Trustee/Escrow Agent Documents;

(C) the Trustee/Escrow Agent Documents, when they are duly executed and delivered by the other parties, will constitute the legal, valid and binding obligations of the Trustee/Escrow Agent in accordance with their terms;

(D) the Trustee/Escrow Agent is duly authorized to execute and deliver the Certificates, and the Certificates have been duly executed

and delivered by the Trustee/Escrow Agent, in accordance with the terms of the Trust Agreement;

(E) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee/Escrow Agent that has not been obtained is or will be required for the execution and delivery of the Trustee/Escrow Agent Documents or the Certificates, except as such may be required under the state securities or blue sky laws in connection with the distribution of the Certificates by the Underwriter;

(F) the execution and delivery by the Trustee/Escrow Agent of the Trustee/Escrow Agent Documents and the Certificates, and compliance with the terms of the Trustee/Escrow Agent Documents, will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture bond, note, resolution or any other agreement or instrument to which the Trustee/Escrow Agent is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee/Escrow Agent or any of its activities or properties (except that no representation, warranty or agreement is made by the Trustee/Escrow Agent with respect to any Federal or state securities or blue sky laws or regulations), or (except with respect to the lien of the Trust Agreement) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the Leased Premises or assets of the Trustee/Escrow Agent; and

(G) there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court or governmental agency, public board or body that has been served on the Trustee/Escrow Agent or, to the best knowledge of the Trustee/Escrow Agent, threatened against the Trustee/Escrow Agent which would affect the existence of the Trustee/Escrow Agent or seeking to prohibit, restrain or enjoin the execution and delivery of the Trustee/Escrow Agent Documents or the Certificates or in an way contesting or affecting the validity or enforceability of the Trustee/Escrow Agent Documents or the Certificates or contesting the powers of the Trustee/Escrow Agent or its authority to enter into and perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby, or which, in any way, would adversely affect the validity of the Certificates, Trustee/Escrow Agent Documents or any agreement or instrument to which the Trustee is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby;

(13) certified copies of excerpts from the By-laws of the Trustee/Escrow Agent authorizing the execution and delivery of certain documents by certain officers and employees of the Trustee/Escrow Agent, which resolution authorizes the execution and delivery of the Certificates and the Trustee/Escrow Agent Documents;

(14) certified copies of the City Resolution adopted by the City and certified by the Clerk to the City Council authorizing the execution and delivery of the City Documents;

(15) copies of the Corporation Resolution adopted by the Corporation and certified by the Secretary or Assistant Secretary of the Corporation, authorizing the execution and delivery of the Corporation Documents;

(16) a signature and incumbency certificate of the Corporation and a certified copy of the Articles of Incorporation of the County;

(17) a tax certificate related to the Certificates in form satisfactory to Special Counsel;

(18) evidence that the ratings on the Certificates shown in the final Official Statement are in full force and effect on the Closing Date;

(19) a copy of any blue sky reports prepared by counsel to the Underwriter;

(20) a certificate or certificates by an insurance consultant or insurance broker retained by the City or by the City's risk manager that the City maintains the requisite level of insurance with respect to the Leased Premises in the amounts described in and required by the Lease/Purchase Agreement;

(21) evidence of the existence and validity of a policy or policies of title insurance with respect to the Leased Premises, as required by the Lease/Purchase Agreement;

(22) evidence that the federal tax information form 8038-G related to the Certificates has been prepared for filing;

(23) a defeasance opinion of Special Counsel related to the Refunded Certificates and, if required by the legal documents for the Refunded Certificates, an escrow verification report by an independent certified public accountant; and

(24) such additional legal opinions, certificates, instruments and other documents as the Underwriter or Special Counsel may reasonably require to evidence the compliance by the City or the Corporation with legal requirements, the accuracy as of the Closing Date of the representations contained herein and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City pursuant to this Certificate Purchase Agreement.

If the City shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Certificate Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Certificate Purchase Agreement, this Certificate Purchase Agreement shall terminate and neither the City nor the Underwriter shall have any further obligation hereunder, nor any liability to any other party with respect to such termination.

8. Expenses. (a) The Underwriter will be under no obligation to pay, and the City will pay the following expenses incident to the performance of the City's and the Corporation's obligations hereunder:

(i) the fees and disbursements of the City's financial advisor(s) and of Special Counsel and Disclosure Counsel;

(ii) the cost of printing and delivering the Certificates, the Preliminary Official Statement and the Official Statement (and any amendment or supplement prepared pursuant to this Certificate Purchase Agreement);

(iii) the fees and disbursements of accountants, advisers and of any other experts or consultants retained by the City; and

(iv) any other expenses and costs of the City incident to the performance of their respective obligations in connection with the authorization, issuance and sale of the Certificates, including out of pocket expenses and regulatory expenses, and any other expenses agreed to by the parties.

(b) The City will be under no obligation to pay, and the Underwriter will pay, any fees of the California Debt and Investment Advisory Commission, the cost of obtaining CUSIP numbers, the cost of preparation of any "blue sky" or legal investment memoranda and this Certificate Purchase Agreement; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Certificates (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of Underwriter's Counsel (if any) and any advertising expenses.

9. Notices. Any notice or other communication to be given to the City under this Certificate Purchase Agreement shall be given by delivering the same in writing to the address first written above; and any notice or other communication to be given to the Underwriter under this Certificate Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, CA 94104, Attn: Sara Brown.

10. Governing Law. This Certificate Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to contracts made and performed within the State of California.

11. Counterpart Signatures. This Certificate Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be any original, but all such counterparts shall together constitute but one and the same instrument.

12. Parties in Interest. This Certificate Purchase Agreement, when accepted by the City in writing as heretofore specified, shall constitute the entire agreement between the Underwriter and is made solely for the benefit of the City and the Underwriter (including any successor in business). No other person shall acquire or have any right hereunder or by virtue hereof. The representations and agreements of the City in this Certificate Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by the Underwriter or on our behalf, (b) delivery of and payment for the Certificates hereunder, and (c) any termination of this Certificate Purchase Agreement.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED, as Underwriter

By: _____
Title: _____

CITY OF MALIBU

By: _____
Authorized Representative

Date of Execution: _____

Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

$[ ] Certificates

Maturity Date (November 1)	Principal Amount	Interest Rate	Yield	Price

REDEMPTION PROVISIONS

Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee deposits in the Prepayment Fund as provided in the Lease/Purchase Agreement at least 45 days prior to the date fixed for prepayment and credited toward the prepayment made by the City pursuant to the Lease/Purchase Agreement, at a prepayment price equal to the principal amount thereof together with the accrued interest to the date fixed for prepayment, without premium.

Optional Prepayment. The Certificates maturing on or after November 1, 20[__] are subject to prepayment prior to maturity in whole or in part on any date on or after November 1, 20[__], at the option of the City, in the event the City exercises its option under the Lease/Purchase Agreement to prepay all or a portion of the principal component of the Lease Payments, at the prepayment price equal to the principal component to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

Sinking Fund Redemption. The Certificates maturing on November 1, 20[__] are subject to prepayment in part by lot, on November 1 in each of the following years from sinking account payments as set forth below at a prepayment price equal to the principal amount thereof to be prepaid, without premium.

Sinking Account Redemption Date (November 1)	Mandatory Sinking Account Payments

EXHIBIT B

[Letterhead of City Attorney]

October __, 2016

Stifel, Nicolaus & Company, Incorporated
San Francisco, California

City of Malibu
Malibu, California

Re: City of Malibu Refunding Certificates of Participation 2016A

We are the City Attorney for the City of Malibu (the "City") and we have been requested by the City to provide this opinion in accordance with the Certificate Purchase Agreement dated [_____], 2016 (the "Certificate Purchase Agreement"), for the above captioned Certificates (the "Certificates").

Capitalized terms used in this opinion but not defined have the meaning set forth in the Certificate Purchase Agreement.

It is our opinion that:

1. The City is a general law city duly organized and validly existing under the Constitution and laws of the State of California.

2. The City Resolution approving and authorizing the execution and delivery of the City Documents, the Certificates and the Official Statement was duly adopted at a meeting of the City Council of the City which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting through, and the City Resolution is in full force and effect and has not been modified, amended or rescinded as of the Closing Date.

3. The City has full power, authority and legal right to execute, deliver and perform its obligations under the City, and full power, authority and legal right to execute and deliver the Official Statement.

4. The execution, delivery and performance by the City of the City Documents have been duly authorized by all appropriate action and do not and will not (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the City or (ii) result in a breach of or constitute a default under any indenture or loan or credit agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

5. All authorizations, consents, approvals, licenses, exemptions of or registrations with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, necessary to the valid execution, delivery or performance by the City of the City Documents have been obtained or effected, and are and will remain in full force and effect.

6. The City Documents have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms.

7. The City has duly authorized, executed and delivered the Official Statement dated _____, 2016 relating to the Certificates (the "Official Statement").

8. Except as disclosed in the Official Statement, there is to our knowledge no litigation pending or threatened in any court (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) seeking to restrain or enjoin the delivery of the Certificates, or the annual appropriation or payment of the Lease Payments as required under the Lease/Purchase Agreement; (iii) in any way contesting or affecting the validity of the City Documents, the Assignment Agreement or the Certificates; (iv) contesting the powers of the City to cause the execution and delivery of the Certificates and the performance of its obligations contained therein or the execution and delivery of the City Documents and the performance of its obligations contained therein; (v) contesting the tax-exempt status of payments of the general character of the Lease Payments as would be received by the Trustee or of interest as would be received by the Owners of the Certificates; (vi) which would be likely to result in any material adverse change in the business, properties, assets or the financial condition of the City or to have a material adverse effect on the ability of the City to meet its obligations under the City Documents or with respect to the Certificates; or (vii) asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

We have not verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, other than as specifically stated above.

The enforceability of the City Documents may be limited by bankruptcy, insolvency, moratorium and similar laws or equitable principles affecting the rights of creditors generally.

This opinion is rendered only with respect to the laws of the State of California and the United States of America, and is addressed only to the Underwriter and the City. No other person is entitled to rely on this opinion, nor may you rely on it in connection with any transactions other than those described herein.

This letter is solely for the information of, and assistance to, you as the Underwriter and the City and is not to be used, circulated, quoted or otherwise referred to in connection with the offering of the Certificates except that reference may be made to this letter in any list of closing documents pertaining to the sale of the Certificates.

Very truly yours,

City Attorney

_____

EXHIBIT C

City of Malibu
Certificates of Participation 2016A

Rule 15c2-12 Certificate

The undersigned hereby certifies and represents that he/she is the duly appointed and acting _____ of the City of Malibu (the "**City**"), and is duly authorized to execute and deliver this Certificate and further hereby certifies on behalf of the County as follows:

(1) This Certificate is delivered in connection with the offering and sale of the above-referenced certificates of participation (the "**Certificates**") in order to enable the underwriter of the Certificates to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the "**Rule**").

(2) In connection with the offering and sale of the Certificates, there has been prepared a Preliminary Official Statement, setting forth information concerning the Certificates and the County (the "**Preliminary Official Statement**").

(3) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Certificates depending on such matters, all with respect to the Certificates.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2016.

City of Malibu

By: _____
Authorized Officer

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

[TO BE INSERTED BY SPECIAL COUNSEL]

BOND COUNSEL AGREEMENT

CITY OF MALIBU

(2016 Certificates of Participation)

THIS AGREEMENT, made as of this 26th day of September, 2016, by and between the CITY OF MALIBU, a municipal corporation organized and existing under the laws of the State of California (herein "City") and STRADLING YOCCA CARLSON & RAUTH, a Professional Corporation (herein "Bond Counsel"):

RECITALS:

A. The City desires to execute and deliver certificates of participation (the "Certificates") to refund Certificates issued in 2009 and 2010 (the "Refunding Project") and to finance the acquisition of certain real property (the "Acquisition Project" and, together with the Refunding Project, the "Project"); and

B. The City desires to retain Bond Counsel to do the necessary legal work hereinafter outlined, upon the terms and conditions hereinafter set forth, to and assist in financing the Project; and

C. Bond Counsel represents that it is ready, willing and able to perform said legal work;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. SCOPE OF SERVICES

A. BOND COUNSEL SERVICES

Bond counsel agrees to provide legal services in connection with financing of the Project. Such services shall include the rendering of legal opinions (hereinafter called the "opinions") pertaining to the execution and delivery of the Certificates to the effect that:

1. The Certificates have been properly authorized and issued and are valid and binding obligations; and

2. The essential sources of security for the Certificates have been legally provided; and

3. To the extent applicable, the interest component of the Certificates is exempt from California personal income taxation and is excluded from gross income for purposes of federal income taxes.

Bond Counsel's services will also include:

i. Researching applicable laws and ordinances relating to the proposed structure of the financing and the execution and delivery of the Certificates;

ii. Attending conferences and consulting with City staff and the City Attorney regarding such laws, and the need for amendments thereto, or additional legislation;

iii. Participating in meetings, conferences or discussions with any financial advisors, underwriters or other experts retained by the City with respect to the proposed structure of the financing and the execution and delivery of the Certificates;

iv. Supervising and preparing documentation of the steps to be taken with respect to the proposed structure of the financing and the execution and delivery of the Certificates, including:

a. Drafting all resolutions, notices, rules and regulations, agreements and other legal documents required for the proposed structure of the financing and the execution and delivery of the Certificates, and all other documents relating to the security of the Certificates, in consultation with the City, the City Attorney, the City's financial advisor, underwriter and other experts;

b. Preparing the record of proceedings for the authorization and sale of the Certificates;

c. Assisting in the drafting and preparation of the official statement or placement memorandum in connection with the proposed financing;

d. Reviewing the purchase contracts or the bidding documents in connection with the proposed financing and participating in the related negotiations;

e. Participating in meetings and other conferences scheduled by the City, the City's financial advisor or the underwriter;

f. Consulting with prospective purchasers, their legal counsel and rating agencies;

g. Consulting with the City Attorney concerning any legislation or litigation which may affect the Certificates, the security for the Certificates, or any other matter related to the proposed structure of the financing and the execution and delivery of the Certificates;

h. Consulting with any trustee or fiscal agent for the Certificates and their counsel;

i. Preparing the form of the Certificates, and supervising their production or printing, signing, authentication and delivery;

j. Rendering the final approving opinion as to the validity of the Certificates for use and distribution upon their issuance; and

k. Rendering a legal opinion to the underwriter or purchaser of the Certificates as to the applicability of the registration requirements of federal securities laws and the fair and accurate nature of those portions of the Official Statement described in (c) above.

B. DISCLOSURE COUNSEL SERVICES

Bond Counsel shall prepare, with the assistance of City staff and other professionals in the financing, the preliminary official statement and final official statement (collectively, the "Official Statement") relating to the execution and delivery of the Certificates, and, if necessary, a continuing disclosure certificate or agreement of the City to comply with Rule 15c-12. In connection with the preparation of the Official Statement, Bond Counsel's services will also include rendering a 10b-5 letter regarding the Official Statement to the initial purchaser of the Certificates to the general effect that Bond Counsel is not aware of any misstatement of a material fact or omission of a material fact in those portions of the Official Statement referenced in the letter.

C. SPECIAL SERVICES

"Special Services" are defined for purposes of this Agreement as services in addition to the services outlined in Sections 1.A and 1.B above. Special Services will include, but not be limited to, any work after a bond closing related to the amendment of the Certificates or agreements and special studies or analyses. Special Services must be authorized in writing by the City Manager, or his designee.

2. COMPENSATION

The City agrees to pay Bond Counsel the following amounts as compensation for services rendered by Bond Counsel under this Agreement:

A. For the services to be rendered under Sections 1.A and 1.B of this Agreement relating the financing of the Projects and the execution and delivery of the Certificates, Bond Counsel, shall be paid a fee of $85,000, and the fee is contingent and payable from the Certificate proceeds.

B. [Reserved]

C. In the event Bond Counsel is requested to perform Special Services as set forth in Section 1.C above, Bond Counsel will be paid fees at the hourly rates set forth in Exhibit A, or in such other manner as is mutually acceptable to the City and Bond Counsel. Such fees will be billed monthly and shall be payable by the City within thirty (30) days following the receipt of each invoice.

C. In addition to the fees set forth in paragraphs 2.A and 2.B above, Bond Counsel shall be reimbursed for the actual cost of any out-of-pocket expenses reasonably incurred by Bond Counsel in the course of its employment, such as document reproduction, telecommunications charges, printing costs, filing fees, long-distance telephone calls, messenger services, overnight delivery services, travel and similar items of expense. Expenses related to the services described in in Section 1.C above will be billed monthly. All expenses incurred in connection with services rendered under Sections 1.A and 1.B related to the execution and delivery of the Certificates will be billed upon the execution and delivery of any of the Certificates.

3. PERSONNEL AND CONTRACT ADMINISTRATION

City agrees to accept and Bond Counsel agrees to provide the aforementioned services primarily through Brian P. Forbath, Andrew Foley and Carol L. Lew. It is agreed that Mr. Forbath shall be the attorney who will provide the primary services under this Agreement. If any one of the above attorneys is unable to provide such services due to death, disability or similar event, Bond Counsel reserves the right to substitute another of its attorneys, upon approval by the City Manager, or his designee, to provide such services; and such substitution shall not alter or affect in any way Bond Counsel's or the City's other obligations under this Agreement.

This Agreement will be administered by the City Manager, or her designee

4. TERMINATION

A. This Agreement may be terminated without cause by the City or Bond Counsel upon thirty (30) days' advance written notice to the other party. Such notification shall state the effective date of the termination of this Agreement.

B. Bond Counsel reserves the absolute right to withdraw from representing the City if, among other things, the City fails to honor the terms of this Agreement, the City fails to cooperate fully or follow Bond Counsel's advice on a material matter, or any fact or circumstance occurs that would, in Bond Counsel's view, render its continuing representation unlawful or unethical. If Bond Counsel elects to withdraw, the City will take all steps necessary to free Bond Counsel of any obligation to perform further services, including the execution of any documents necessary to complete such withdrawal, and Bond Counsel will be entitled to be paid at the time of withdrawal for all services rendered and costs and expenses paid or incurred on the City's behalf in accordance with the payment terms set forth in Section 2 above. If necessary in connection with litigation, Bond Counsel would request leave of court to withdraw.

C. Bond Counsel's representation of the City will be considered terminated at the earlier of (i) the City's termination of its representation, (ii) Bond Counsel's withdrawal from its representation of the City, or (iii) the substantial completion by Bond Counsel of its substantive work for the City. Unless Bond Counsel has been specifically engaged to perform Special Services related to the financing of the Project after the financing of the Project, Bond Counsel's representation of City with respect to the Project shall terminate on the date of execution and delivery of the Certificates that finance the Project.

6. ARBITRATION

IN THE EVENT OF A DISPUTE REGARDING FEES, COSTS, OR ANY OTHER MATTER ARISING OUT OF OR RELATED IN ANY WAY WHATSOEVER TO BOND COUNSEL'S RELATIONSHIP WITH THE CITY, OR BOND COUNSEL'S OR THE CITY'S PERFORMANCE OF THIS AGREEMENT, INCLUDING THE QUALITY OF THE SERVICES WHICH BOND COUNSEL RENDERS, THE DISPUTE SHALL BE DETERMINED, SETTLED AND RESOLVED BY CONFIDENTIAL ARBITRATION IN THE COUNTY OF ORANGE, CALIFORNIA. ANY AWARD SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE PARTIES, AND A JUDGMENT RENDERED THEREON MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SHOULD YOU ELECT TO HAVE ANY FEE DISPUTE ARBITRATED PURSUANT TO NONBINDING ARBITRATION UNDER STATUTORY OR CASE LAW, THEN SUCH NONBINDING ARBITRATION SHALL DETERMINE ONLY THE ISSUE OF THE AMOUNT OF FEES PROPERLY CHARGEABLE TO YOU. ANY OTHER CLAIMS OR DISPUTES BETWEEN US, INCLUDING CLAIMS FOR PROFESSIONAL NEGLIGENCE, SHALL REMAIN SUBJECT TO BINDING ARBITRATION PURSUANT TO THIS AGREEMENT.

Arbitration may be demanded by the sending of written notice to the other party. If arbitration is demanded, within 20 days of the demand the City shall present a list of five qualified individuals who would be willing to serve that the City would find acceptable to act as arbitrator. To serve as arbitrator, the individual must be a retired judge having served on any federal court or the California Superior Court or higher court in the State of California. Within 20 days of receiving the City's list, Bond Counsel may at its sole discretion (i) select any individual from that list and that individual shall serve as the arbitrator, or (ii) propose its own list of five individuals for arbitrator. If Bond Counsel chooses to present a separate list, the City may within 20 days select any individual from that list and that person shall serve as arbitrator. If no arbitrator can be agreed upon at the end of this process, the City and Bond Counsel each shall select one individual from its own list and those two persons shall jointly select the arbitrator. The arbitration shall be conducted pursuant to the procedures set forth in the California Code of Civil Procedure §§ 1280 *et seq.*, and in that connection you and we agree that § 1283.05 thereof is applicable to any such arbitration. Nothing herein shall limit the right of the parties to stipulate and agree to conduct the arbitration pursuant to the then-current rules of the American Arbitration Association, the Judicial Arbitration & Mediation Services, or any other agreed-upon arbitration services provider.

Notwithstanding any of the foregoing, the City shall be entitled to opt out of the arbitration provisions contained in this Section.

7. MISCELLANEOUS

A. Bond Counsel and the employees of Bond Counsel, in performance of the Agreement, shall act in an independent capacity and not as officers or agents of the City.

B. Without the written consent of the City, this Agreement is not assignable by Bond Counsel in whole or in part.

C. No alteration or variation of the terms of this Agreement shall be valid unless in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

D. In accordance with the requirements of California Business and Professions Code § 6148, Bond Counsel advises you that the firm maintains professional errors and omissions insurance coverage applicable to the services to be rendered to the City.

This Agreement is executed on this 26th day of September, 2016, at Malibu, California and effective as of September 26, 2016.

CITY OF MALIBU

_____
REVA FELDMAN, City Manager

ATTEST:

_____
HEATHER GLASER, Acting City Clerk
(seal)

STRADLING YOCCA CARLSON & RAUTH
a Professional Corporation

_____
By: Brian P. Forbath
Title: Shareholder/Vice President

APPROVED AS TO FORM:

_____
CHRISTI HOGIN, City Attorney

EXHIBIT A

Shareholders	$550/Hour
Associates	$285/Hour
Paralegals	$135/Hour

DOCSOC/1777998v2/024317-0017

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of September 26, 2016, by and between the City of Malibu (hereinafter referred to as the "City"), and Stifel Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter").

The City and the Underwriter agree as follows:

RECITALS

RECITALS:

A. The City desires to execute and deliver certificates of participation (the "Certificates") to refinance certificates of participation issued in 2009 and 2010 and to generate funds to acquire approximate 35 acres of property within the City referred to as Trancas Field (collectively, the "Project").

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

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

1.0 SCOPE OF THE UNDERWRITER'S SERVICES. The Underwriter agrees to provide the services and perform the tasks set forth in the Scope of Services, attached to and made part of this Agreement. The Scope of Services 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 September 26, 2016 and will remain in effect for a period of 1 year from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

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

4.0 COMPENSATION FOR SERVICES. The Underwriter shall be paid for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the attached Scope of Services.

4.1 Except for certain third party costs pre-approved by the City, the Underwriter's fees are fully contingent on, and fully payable at, the successful delivery of the Bonds.

5.0 CONFLICT OF INTEREST. The Underwriter 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 Underwriter under this Agreement. The Underwriter further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

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

5.2 If a portion of the Underwriter'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 Underwriter 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 Underwriter may terminate this Agreement, without cause, by giving the other party thirty (30) 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 Underwriter under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Underwriter 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 Underwriter terminates this Agreement without cause, the Underwriter shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Underwriter or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Underwriter or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Underwriter 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 Underwriter shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Underwriter 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 Underwriter shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Underwriter 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 Underwriter 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 Underwriter shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Underwriter 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 it 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 Underwriter pursuant to the terms of this Agreement.

6.5 Indemnification & Mediation. Underwriter agrees to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Underwriter's errors or omission in performance of this Agreement due to gross negligence or willful misconduct. Notwithstanding the foregoing, prior to the commencement of any litigation concerning this Agreement, the City and the Underwriter agree to first submit any disagreements

to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for both parties.

6.6 Compliance With Applicable Law. The Underwriter 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 Underwriter 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 Underwriter.

6.7.1. The Underwriter 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 Underwriter, or any of the Underwriter's employees, except as herein set forth, and the Underwriter 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 Underwriter is and shall at all times remain to the City a wholly independent contractor and the Underwriter'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 Underwriter.

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 Underwriter 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 Underwriter for anything done, furnished or relating to the Underwriter's work or services. Acceptance of payment shall be any negotiation of the City's check, the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check or the Underwriter's payment for the Certificates at a purchase price that includes the withholding of the Underwriter's Discount. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Underwriter, its employees, sub-Underwriters 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 Underwriter, its employees, sub-Underwriters and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Underwriter shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Underwriter's report or plans. Should the Underwriter 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 Underwriter.

6.13 Files. All files of the Underwriter pertaining to the City shall be and remain the property of the City. The Underwriter 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 Underwriter, 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 Underwriter.

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:

TO CITY:	Reva Feldman	**TO UNDERWRITER:**	Sara Oberlies Brown
	City Manager City of Malibu 23815 Stuart Ranch Road Malibu, CA 90265-4804 TEL (310) 456-2489 x 224 FAX (310) 456-3356		Managing Director Stifel Nicolaus & Co., Inc. One Montgomery St, 35th Fl San Francisco, CA 94104 TEL (415) 364-6872

6.20 Warranty Of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

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

7.1 **Disclosure Required.** By their respective initials next to this paragraph, City and Underwriter hereby acknowledge that Underwriter is a "Consultant" for the purposes of the California Political Reform Act because Underwriter'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 Underwriter employed by the City. Underwriter 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 Underwriter commencing services hereunder, the City's Manager shall prepare and deliver to Underwriter a memorandum detailing the extent of Underwriter's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Underwriter Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Underwriter hereby acknowledge that Underwriter is not a "Consultant" for the purpose of the California Political Reform Act because Underwriter'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 _____
Underwriter Initials SOB

This Agreement is executed on this ____ day of _____, 2016, at Malibu, California, and effective as of September 26, 2016.

CITY OF MALIBU:

_____
REVA FELDMAN, City Manager

ATTEST:

_____
HEATHER GLASER, Acting City Clerk
(seal)

UNDERWRITER:

Sara Oberlies Brown
By: SARA OBERLIES BROWN
Title: Managing Director

APPROVED AS TO FORM:

_____
CHRISTI HOGIN, City Attorney

Underwriter Scope of Services

A. Structuring the Financing

1. The Underwriter will work with the City, its Special Counsel, Disclosure Counsel and other members of the City's financing team in evaluating specific terms and conditions affecting the Certificates with the purposes of meeting the City's financing objectives and assuring appropriate credit quality.

2. The Underwriter will work with the City to create a feasible and efficient structure for the Certificates in order to enhance the Certificates' marketability.

3. With the assistance of its Disclosure Counsel, the City will prepare the Official Statement (preliminary and final versions) for sale of the Certificates in accordance with the standards of Rules 15c2-12 and 10b-5 of the Securities Exchange Commission and other applicable securities laws. The Official Statement will include a description of the City, the Certificates, the security for Certificates, and pertinent economic, financial and operating data relating to the City. Prior to the date on which the Underwriter commences its efforts to sell the Certificates, the City will certify to the Underwriter that the preliminary version of the Official Statement is deemed final for purposes of Rule 15c2-12; and the City will approve the execution and delivery of the Official Statement and its use by the Underwriter in marketing the Certificates.

4. The Underwriter will prepare a presentation of the credit for the City's discussions with Standard & Poor's and facilitate obtaining a rating from Standard & Poor's for the Certificates.

B. Marketing the Certificates

1. At least one day prior to the submission of any formal offer to the City for the purchase of the Certificates, the Underwriter will indicate to the City the anticipated interest rates on the Certificates, the purchase price from the City, and the public offering price of the Certificates that the Underwriter then estimates will be included in such offer. The Underwriter will furnish information to the City relating to the interest rates for similar municipal bond issues recently sold by other California cities, counties and school districts.

2. At the designated time for sale of the Certificates, the Underwriter will use its best efforts to submit an offer to the City to purchase the Certificates by way of the Purchase Agreement. The purchase offer will be executed subject to a pertinent resolution of the City, the Official Statement, and all other necessary documents, approvals and proceedings governing such Certificates having been determined

by Special Counsel, the City Attorney, the City and the Underwriter to be satisfactory in all respects for financing purposes. It is intended that once purchased, the Certificates will be re-offered to the public on the basis of a bona fide public offering.

3. The fee for the Underwriter's services will be taken in the form of a discount purchase of the Certificates. The costs proposed are based on the amount of Certificates issued by the City, not to exceed 1% of the par amount.

C. Closing the Certificates

1. The Underwriter will work with Special Counsel and Disclosure Counsel to incorporate all final pricing numbers into the legal and disclosure documents for the Certificates.

2. The Underwriter will arrange for the delivery of funds to the Certificate Trustee in exchange for the Certificates, enabling the Certificates that are being prepaid to be defeased to their prepayment dates.

2009A ESCROW AGREEMENT

THIS 2009A ESCROW AGREEMENT, dated as of October 1, 2016 (the "2009A Escrow Agreement"), by and between the City of Malibu (the "City") and U.S. Bank National Association, Los Angeles, California, as escrow agent (the "Escrow Agent"), is entered into in accordance with Resolution No. 16-__ of the City adopted on September 26, 2016 and a Trust Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (the "2009 Trust Agreement"), by and among the City, the Malibu Public Financing Corporation (the "Corporation") and U.S. Bank National Association, as successor trustee to Deutsche Bank National Trust Company (the "2009 Trustee") to prepay all of the outstanding City of Malibu Certificates of Participation 2009A (Tax Exempt) (City Hall Project) (the "2009A Certificates").

WITNESSETH:

WHEREAS, the City previously authorized the execution and delivery of the 2009A Certificates pursuant to the 2009 Trust Agreement;

WHEREAS, the City has determined that a portion of the proceeds of the $_____ City of Malibu Certificates of Participation 2016A (the "2016A Certificates"), executed and delivered pursuant to a Trust Agreement, dated as of October 1, 2016 (the "2016 Trust Agreement"), by and among the Corporation and the 2009 Trustee, as trustee (the "Trustee"), will be deposited with the Escrow Agent and used to provide the funds to pay the regularly scheduled principal and interest with respect to the 2009A Certificates on and prior to July 1, 2019 (the "Prepayment Date"), and to pay on the Prepayment Date the principal maturing after the Prepayment Date, without premium (the "Prepayment Price"); and

WHEREAS, by irrevocably depositing with the Escrow Agent cash and securities satisfying the criteria set forth in Section 14.01 of the 2009 Trust Agreement (the "Government Obligations") in such amount as _____ (the "Verification Agent") has determined will, together with other moneys then on deposit in certain funds existing under the 2009 Trust Agreement available therefor, together with interest to accrue thereon, be fully sufficient to prepay and discharge the 2009A Certificates, including all regularly scheduled principal and interest on and prior to the Prepayment Date, and the Prepayment Price of the 2009A Certificates maturing after the Prepayment Date;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Escrow Agent agree as follows:

SECTION 1. Deposit of Moneys. The City hereby instructs the Escrow Agent to deposit $_____ received from the Trustee from the net proceeds of the sale of the 2016A Certificates and $_____ received from the 2009 Trustee from the Reserve Fund and other funds and accounts maintained under the 2009 Trust Agreement in the "2009A Certificates Escrow Fund" hereby created and established hereunder. The Escrow Agent shall hold all such amounts in irrevocable escrow separate and apart from other funds of the City and to be applied solely as provided in this 2009A Escrow Agreement. The City hereby instructs the Escrow Agent to apply $_____ of the moneys set forth above to purchase the Government Obligations listed in Exhibit B hereto, and to hold $_____ uninvested as cash.

SECTION 2. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees to immediately invest such moneys in the Government Obligations listed on Exhibit B hereto and to deposit such Government Obligations in the 2009A Certificates Escrow Fund. The Escrow Agent shall be entitled to rely upon the conclusion of the Verification Agent, that the Government Obligations listed on Exhibit B hereto mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the 2009A Certificates Escrow Fund, will be sufficient to pay the regularly scheduled principal and interest with respect to the 2009A Certificates on and prior to the Prepayment Date, and to pay on Prepayment Date the Prepayment Price.

SECTION 3. Investment of Any Remaining Moneys. At the written direction of the City, the Escrow Agent shall reinvest any other amount of principal and interest, or any portion thereof, received from the Government Obligations prior to the date on which such payment is required for the purposes set forth herein, in Government Obligations maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, at the written direction of the City, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the 2009A Certificates Escrow Fund to pay when due all regularly scheduled payments of principal and interest with respect to the 2009A Certificates on and prior to the Prepayment Date, and to pay on the Prepayment Date the Prepayment Price of the 2009A Certificates maturing after the Prepayment Date, and provided that the City has obtained and delivered to the Escrow Agent an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the 2016A Certificates. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which are not required for the purposes set forth in Section 5, as verified in the letter of the Verification Agent originally obtained by the City with respect to the refunding of the 2009A Certificates or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of tax-exempt obligations of political subdivisions, shall be paid to the City promptly upon the receipt of such interest income by the Escrow Agent. The determination of the City as to whether an accountant qualifies under this Agreement shall be conclusive.

SECTION 4. Substitution of Securities. Upon the written request of the City, and subject to the conditions and limitations herein set forth and applicable governmental rules and regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Government Obligations, provided that there are substituted therefor from the proceeds of the Government Obligations other Government Obligations, but only after the City has obtained and delivered to the Escrow Agent: (i) an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that the substitution of securities is permitted under the 2009 Trust Agreement and that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2016A Certificates; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay when due all regularly scheduled payments of principal and interest with respect to the 2009A Certificates on and prior to the Prepayment Date, and to pay on the Prepayment Date the Prepayment Price of the 2009A Certificates maturing after the Prepayment Date. The Escrow Agent shall not be liable or

responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

SECTION 5. Payment of 2009A Certificates.

(a) Payment. From the moneys on deposit in the 2009A Certificates Escrow Fund, the Escrow Agent shall pay the regularly scheduled payments of principal and interest with respect to the 2009A Certificates on and prior to the Prepayment Date, and pay on the Prepayment Date the Prepayment Price of the 2009A Certificates maturing after the Prepayment Date. Upon the complete prepayment of the 2009A Certificates, the Escrow Agent shall close the 2009A Certificates Escrow Fund and transfer any remaining proceeds therein to the City.

(b) Irrevocable Instructions to Provide Notice. A notice of prepayment of the 2009A Certificates will be mailed by the 2009 Trustee as required pursuant to Section 4.05 of the 2009 Trust Agreement in the form attached hereto as Exhibit C. The notice of defeasance required to be mailed pursuant to Section 14.01 of the 2009 Trust Agreement is substantially in the form attached hereto as Exhibit A. The City hereby irrevocably instructs the Escrow Agent to mail a notice of defeasance of the 2009A Certificates in the form attached hereto as Exhibit A.

(c) Unclaimed Moneys. Any moneys which remain unclaimed for two years after the Prepayment Date shall be repaid by the Escrow Agent to the City.

(d) Priority of Payments. The owners of the 2009A Certificates shall have a first and exclusive lien on all moneys and securities in the 2009A Certificates Escrow Fund until such moneys and securities are used and applied as provided in this 2009A Escrow Agreement.

(e) Termination of Obligation. As provided in the 2009 Trust Agreement, upon deposit of moneys with the Escrow Agent in the 2009A Certificates Escrow Fund as set forth in Section 1 hereof, all obligations of the City under the 2009 Trust Agreement with respect to the 2009A Certificates shall cease, terminate and become void except as set forth in the 2009 Trust Agreement. As provided in Section 10.3 of the Lease/Purchase Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (the "Lease/Purchase Agreement"), by and between the City and the Corporation, the obligations of the City under the Lease/Purchase Agreement with respect to the portion of the Lease Payments relating to the 2009A Certificates (but solely with respect to the 2009A Certificates) shall cease, terminate, become void and be completely discharged and satisfied (except for the rights of the 2009 Trustee and the obligation of the City to have the moneys on deposit in the 2009A Certificates Escrow Fund applied to Lease Payments).

SECTION 6. Application of Certain Terms of the 2009 Trust Agreement. All of the terms of the 2009 Trust Agreement relating to the making of payments of principal and interest with respect to the 2009A Certificates and relating to the exchange or transfer of the 2009A Certificates are incorporated in this 2009A Escrow Agreement as if set forth in full herein. The procedures set forth in Article IX of the 2009 Trust Agreement relating to the resignation and removal and merger of the 2009 Trustee under the 2009 Trust Agreement are also incorporated in this 2009A Escrow Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

SECTION 7. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

SECTION 8. Escrow Agent's Authority to Make Investments. Except as provided in Sections 1, 2, 3, 4 and 5, the Escrow Agent shall have no power or duty to invest any funds held under this 2009A Escrow Agreement or to sell, transfer or otherwise dispose of the moneys or Government Obligations held hereunder.

SECTION 9. Indemnity. The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this 2009A Escrow Agreement, the establishment hereunder of the 2009A Certificates Escrow Fund, the acceptance of the funds and securities deposited therein, the retention of the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this 2009A Escrow Agreement; provided, however, that the City shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective employees or the willful breach by the Escrow Agent of the terms of this 2009A Escrow Agreement. In no event shall the City or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this 2009A Escrow Agreement.

SECTION 10. Responsibilities of Escrow Agent. The Escrow Agent and its agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this 2009A Escrow Agreement, the establishment of the 2009A Certificates Escrow Fund, the acceptance of the moneys or securities deposited therein, the retention of the Government Obligations or the proceeds thereof, the sufficiency of the Government Obligations on deposit in the 2009A Certificates Escrow Fund to pay or prepay the 2009A Certificates, as the case may be, or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this 2009A Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the City, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the 2009A Certificates or to the validity of this 2009A Escrow Agreement as to the City and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this 2009A Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this 2009A Escrow Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any

action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this 2009A Escrow Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the City.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this 2009A Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

No provision of this 2009A Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

SECTION 11. Amendments. This 2009A Escrow Agreement is made for the benefit of the City and the owners from time to time of the 2009A Certificates and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such owners, amend this 2009A Escrow Agreement or enter into such agreements supplemental to this 2009A Escrow Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this 2009A Escrow Agreement, the Law (as defined in the Lease/Purchase Agreement), or the 2009 Trust Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this 2009A Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the 2009A Certificates, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this 2009A Escrow Agreement additional funds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various 2009A Certificates or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 12. Notice to Rating Agencies. In the event that this 2009A Escrow Agreement or any provision thereof is severed, amended or revoked the Escrow Agent shall provide written notice of such severance, amendment or revocation to the rating agencies then rating the 2009A Certificates.

SECTION 13. Term. This 2009A Escrow Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the 2009A Certificates have been paid in accordance with this 2009A Escrow Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(c) of this 2009A Escrow Agreement.

SECTION 14. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the City and any other reasonable fees and expenses of the Escrow Agent approved by the City; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the 2009A Certificates Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this 2009A Escrow Agreement.

SECTION 15. Severability. If any one or more of the covenants or agreements provided in this 2009A Escrow Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this 2009A Escrow Agreement.

SECTION 16. Counterparts. This 2009A Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. THIS 2009A ESCROW AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SECTION 18. Insufficient Funds. If at any time the Escrow Agent has actual knowledge that the moneys and securities in the 2009A Certificates Escrow Fund, including the anticipated proceeds of and earnings thereon, will not be sufficient to make all payments required by this 2009A Escrow Agreement, the Escrow Agent shall notify the City in writing, of the amount thereof and the reason therefor to the extent known to it. The Escrow Agent shall have no responsibility regarding any such deficiency.

SECTION 19. Notice to City and Escrow Agent. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent at 633 W. Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Global Corporate Trust Services. Any notice to or demand upon the City shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the City at 23825 Stuart Ranch Road, Malibu, California 90265, Attention: City Manager (or such other address as may have been filed in writing by the City with the Escrow Agent).

IN WITNESS WHEREOF, the parties hereto have caused this 2009A Escrow Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF MALIBU

By _____
City Manager

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent and 2009 Trustee

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF DEFEASANCE

CITY OF MALIBU
Certificates of Participation 2009A
(Tax Exempt) (City Hall Project)
Evidencing Undivided Proportionate Interests in 2009A Lease Payments to be Made by the
CITY OF MALIBU, CALIFORNIA
Pursuant to a Lease with the
MALIBU PUBLIC FINANCING CORPORATION

BASE CUSIP NO.† 56117P

NOTICE IS HEREBY GIVEN to the owners of the above-captioned certificates of participation (as further defined below, the "2009A Certificates"), of the Malibu Public Financing Corporation (the "Corporation") that the Corporation has deposited with U.S. Bank National Association, as escrow agent (the "2009 Escrow Agent") under the terms of the Trust Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (the "2009 Trust Agreement"), by and among the City of Malibu (the "City"), the Corporation and U.S. Bank National Association, as trustee (the "2009 Trustee"), cash and United States of America government securities permitted under the 2009 Trust Agreement sufficient to pay the regularly scheduled principal and interest with respect to the 2009A Certificates on and prior to July 1, 2019, and to pay on July 1, 2019 the prepayment price of the 2009A Certificates maturing on July 1, 2020 through July 1, 2039, being the principal amount thereof, without premium.

The 2009A Certificates to be defeased are as follows:

CUSIP†*	*Maturity (July 1)*	*Amount*	*Rate*
56117PBG0	2017	$ 385,000	4.000%
56117PBH8	2018	400,000	4.000
56117PBJ4	2019	415,000	5.000
56117PBK1	2020	435,000	5.000
56117PBL9	2021	460,000	5.000
56117PBM7	2022	480,000	5.000
56117PBN5	2023	505,000	4.125
56117PBP0	2024	525,000	4.250
56117PBQ8	2025	645,000	4.375
56117PBR6	2026	675,000	4.375
56117PBS4	2027	705,000	4.500
56117PBT2	2028	735,000	4.625
56117PBU9	2029	770,000	4.750
56117PBX3	2032	2,540,000	5.000
56117PBY1	2039	7,595,000	5.000

† *Copyright 2016, American Bankers Association. CUSIP data herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the City, the Corporation nor the 2009 Escrow Agent guarantees the accuracy of the CUSIP data.*

* The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the notice of defeasance. It is included solely for convenience of the Holders.

In accordance with the Trust Agreement, the 2009A Certificates are deemed to have been paid in accordance with Section 14.01 thereof and the obligations of the City and the Corporation under the Trust Agreement shall thereupon cease, terminate and become void and be discharged and satisfied.

Dated this _____ day of _____, 2016

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

EXHIBIT B

GOVERNMENT OBLIGATIONS

Security	*Maturity*	*Principal Amount*	*Interest Rate*	*Price*

EXHIBIT C

NOTICE OF FULL OPTIONAL PREPAYMENT

CITY OF MALIBU
CERTIFICATES OF PARTICIPATION 2009A (TAX EXEMPT)
(CITY HALL PROJECT)

NOTICE IS HEREBY GIVEN pursuant to Section 4.05(a) of the Trust Agreement dated September 1, 2009 as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (the "Trust Agreement") by and among the City of Malibu (the "City"), the Malibu Public Financing Corporation (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee"), that the certificates listed below have been selected for prepayment on July 1, 2019 (the "Prepayment Date") at the price listed below of the principal amount (the "Prepayment Price") together with interest accrued to the Prepayment Date.

CUSIP†*	*Maturity (July 1)*	*Rate*	*Amount*	*Price*
56117PBK1	2020	5.000%	$ 435,000	100%
56117PBL9	2021	5.000	460,000	100
56117PBM7	2022	5.000	480,000	100
56117PBN5	2023	4.125	505,000	100
56117PBP0	2024	4.250	525,000	100
56117PBQ8	2025	4.375	645,000	100
56117PBR6	2026	4.375	675,000	100
56117PBS4	2027	4.500	705,000	100
56117PBT2	2028	4.625	735,000	100
56117PBU9	2029	4.750	770,000	100
56117PBX3	2032	5.000	2,540,000	100
56117PBY1	2039	5.000	7,595,000	100

† *Copyright 2016, American Bankers Association. CUSIP data herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the City, the Corporation nor the Trustee guarantees the accuracy of the CUSIP data.*

* The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Optional Prepayment Notice. It is included solely for convenience of the Holders.

Pursuant to the Trust Agreement, payment of the Prepayment Price on the Certificates called for prepayment will be paid without presentation of the Certificates if presentment is not required and upon presentation of the Certificates if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

Delivery Instructions:

U. S. Bank
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

1-800-934-6802

Certificate holders presenting their Certificate(s) in person for same day payment must surrender their Certificate(s) by 1:00 P.M. CST. on the Prepayment Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. CST will be mailed to the Certificate holder via first class mail. If payment of the Prepayment Price is to be made to the registered owner of the Certificate, you are not required to endorse the Certificate to collect the Prepayment Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Prepayment Date.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/coporatetrust and click on the "Bondholder Information" link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

By U.S. Bank National Association
As Trustee or Agent

Dated: May 29, 2019

2009B ESCROW AGREEMENT

THIS 2009B ESCROW AGREEMENT, dated as of October 1, 2016 (the "2009B Escrow Agreement"), by and between the City of Malibu (the "City") and U.S. Bank National Association, Los Angeles, California, as escrow agent (the "Escrow Agent"), is entered into in accordance with Resolution No. 16-__ of the City adopted on September 26, 2016 and a Trust Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (as supplemented, the "2009 Trust Agreement"), by and among the City, the Malibu Public Financing Corporation (the "Corporation") and U.S. Bank National Association, as successor trustee to Deutsche Bank National Trust Company (the "2009 Trustee") to defease all of the outstanding City of Malibu Certificates of Participation 2009B (Taxable) (City Hall Project) (the "2009B Certificates").

WITNESSETH:

WHEREAS, the City previously authorized the execution and delivery of the 2009B Certificates pursuant to the 2009 Trust Agreement;

WHEREAS, the City has determined that a portion of the proceeds of the $_____ City of Malibu Certificates of Participation 2016A (the "2016A Certificates"), executed and delivered pursuant to a Trust Agreement, dated as of October 1, 2016 (the "2016 Trust Agreement"), by and between the Corporation and U.S. Bank National Association, as trustee (the "Trustee"), will be deposited with the Escrow Agent and used to provide the funds required to make the payments of principal and interest with respect to the 2009B Certificates through maturity; and

WHEREAS, by irrevocably depositing with the Escrow Agent cash and securities satisfying the criteria set forth in Section 14.01 of the 2009 Trust Agreement (the "Government Obligations") in such amount as _____ (the "Verification Agent") has determined will, together with other moneys then on deposit in certain funds existing under the 2009 Trust Agreement available therefor, together with interest to accrue thereon, be fully sufficient to defease the 2009B Certificates in their entirety;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Escrow Agent agree as follows:

SECTION 1. Deposit of Moneys. The City hereby instructs the Escrow Agent to deposit $_____ received from the Trustee from the net proceeds of the sale of the 2016A Certificates and $_____ received from the 2009 Trustee from the Reserve Fund and other funds and accounts maintained under the 2009 Trust Agreement in the "2009B Certificates Escrow Fund" hereby created and established. The Escrow Agent shall hold all such amounts in irrevocable escrow separate and apart from other funds of the City and to be applied solely as provided in this 2009B Escrow Agreement. The City hereby instructs the Escrow Agent to apply $_____ of the moneys set forth above to purchase the Government Obligations listed in Exhibit B hereto, and to hold $_____ uninvested as cash.

SECTION 2. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees to immediately invest such moneys in the Government Obligations listed on Exhibit B hereto and to deposit such Government Obligations in the 2010D

Certificates Escrow Fund. The Escrow Agent shall be entitled to rely upon the conclusion of the Verification Agent, that the Government Obligations listed on Exhibit B hereto mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the 2010D Certificates Escrow Fund, will be sufficient to make all payments of principal and interest with respect to the 2009B Certificates through maturity.

SECTION 3. Investment of Any Remaining Moneys. At the written direction of the City, the Escrow Agent shall reinvest any other amount of principal and interest, or any portion thereof, received from the Government Obligations prior to the date on which such payment is required for the purposes set forth herein, in Government Obligations maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, at the written direction of the City, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the 2009B Certificates Escrow Fund to pay when due all regularly scheduled payments of principal and interest with respect to the 2009B Certificates, and provided that the City has obtained and delivered to the Escrow Agent an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the 2016A Certificates. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which are not required for the purposes set forth in Section 5, as verified in the letter of the Verification Agent originally obtained by the City with respect to the refunding of the 2009B Certificates or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of tax-exempt obligations of political subdivisions, shall be paid to the City promptly upon the receipt of such interest income by the Escrow Agent. The determination of the City as to whether an accountant qualifies under this Agreement shall be conclusive.

SECTION 4. Substitution of Securities. Upon the written request of the City, and subject to the conditions and limitations herein set forth and applicable governmental rules and regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Government Obligations, provided that there are substituted therefor from the proceeds of the Government Obligations other Government Obligations, but only after the City has obtained and delivered to the Escrow Agent: (i) an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that the substitution of securities is permitted under the 2009 Trust Agreement and that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2016A Certificates; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the 2009B Certificates Escrow Fund to pay when due all regularly scheduled payments of principal and interest with respect to the 2009B Certificates. The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

SECTION 5. Payment of 2009B Certificates.

(a) Payment. From the moneys on deposit in the 2009B Certificates Escrow Fund, the Escrow Agent shall make all payments of principal and interest on the 2009B Certificates as the same shall become due. Upon the complete payment of the 2009B Certificates, the Escrow

Agent shall close the 2009B Certificates Escrow Fund and transfer any remaining proceeds therein to the City.

(b) Irrevocable Instructions to Provide Notice. The notice of defeasance is substantially in the form attached hereto as Exhibit A. The City hereby irrevocably instructs the Escrow Agent to mail such notice of defeasance of the 2009B Certificates.

(c) Unclaimed Moneys. Any moneys which remain unclaimed for two years after July 1, 2024 shall be repaid by the Escrow Agent to the City.

(d) Priority of Payments. The owners of the 2009B Certificates shall have a first and exclusive lien on all moneys and securities in the 2009B Certificates Escrow Fund until such moneys and securities are used and applied as provided in this 2009B Escrow Agreement.

(e) Termination of Obligation. As provided in the 2009 Trust Agreement, upon deposit of moneys with the Escrow Agent in the 2009B Certificates Escrow Fund as set forth in Section 1 hereof, all obligations of the City under the 2009 Trust Agreement with respect to the 2009B Certificates shall cease, terminate and become void except as set forth in the 2009 Trust Agreement. As provided in Section 10.3 of the Lease/Purchase Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (as supplemented, the "Lease/Purchase Agreement"), by and between the City and the Corporation, the obligations of the City under the Lease/Purchase Agreement with respect to the portion of the Lease Payments relating to the 2009B Certificates (but solely with respect to the 2009B Certificates) shall cease, terminate, become void and be completely discharged and satisfied (except for the rights of the 2009 Trustee and the obligation of the City to have the moneys on deposit in the 2009B Certificates Escrow Fund applied to Lease Payments).

SECTION 6. Application of Certain Terms of the 2009 Trust Agreement. All of the terms of the 2009 Trust Agreement relating to the making of payments of principal and interest with respect to the 2009B Certificates and relating to the exchange or transfer of the 2009B Certificates are incorporated in this 2009B Escrow Agreement as if set forth in full herein. The procedures set forth in Article IX of the 2009 Trust Agreement relating to the resignation and removal and merger of the 2009 Trustee under the 2009 Trust Agreement are also incorporated in this 2009B Escrow Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

SECTION 7. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

SECTION 8. Escrow Agent's Authority to Make Investments. Except as provided in Sections 1, 2, 3,.4 and 5 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this 2009B Escrow Agreement or to sell, transfer or otherwise dispose of the moneys or Government Obligations held hereunder.

SECTION 9. Indemnity. The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims,

actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this 2009B Escrow Agreement, the establishment hereunder of the 2009B Certificates Escrow Fund, the acceptance of the funds and securities deposited therein, the retention of the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this 2009B Escrow Agreement; provided, however, that the City shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective employees or the willful breach by the Escrow Agent of the terms of this 2009B Escrow Agreement. In no event shall the City or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this 2009B Escrow Agreement.

SECTION 10. Responsibilities of Escrow Agent. The Escrow Agent and its agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this 2009B Escrow Agreement, the establishment of the 2009B Certificates Escrow Fund, the acceptance of the moneys or securities deposited therein, the retention of the Government Obligations or the proceeds thereof, the sufficiency of the Government Obligations on deposit in the 2009B Certificates Escrow Fund to pay or prepay the 2009B Certificates, as the case may be, or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this 2009B Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the City, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the 2009B Certificates or to the validity of this 2009B Escrow Agreement as to the City and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this 2009B Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this 2009B Escrow Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this 2009B Escrow Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the City.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this 2009B Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the

Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

No provision of this 2009B Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

SECTION 11. Amendments. This 2009B Escrow Agreement is made for the benefit of the City and the owners from time to time of the 2009B Certificates and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such owners, amend this 2009B Escrow Agreement or enter into such agreements supplemental to this 2009B Escrow Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this 2009B Escrow Agreement, the Law (as defined in the Lease/Purchase Agreement), or the 2009 Trust Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this 2009B Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the 2009B Certificates, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this 2009B Escrow Agreement additional funds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various 2009B Certificates or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 12. Notice to Rating Agencies. In the event that this 2009B Escrow Agreement or any provision thereof is severed, amended or revoked the Escrow Agent shall provide written notice of such severance, amendment or revocation to the rating agencies then rating the 2009B Certificates.

SECTION 13. Term. This 2009B Escrow Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the 2009B Certificates have been paid in accordance with this 2009B Escrow Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(c) of this 2009B Escrow Agreement.

SECTION 14. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the City and any other reasonable fees and

expenses of the Escrow Agent approved by the City; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the 2009B Certificates Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this 2009B Escrow Agreement.

SECTION 15. Severability. If any one or more of the covenants or agreements provided in this 2009B Escrow Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this 2009B Escrow Agreement.

SECTION 16. Counterparts. This 2009B Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. THIS 2009B ESCROW AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SECTION 18. Insufficient Funds. If at any time the Escrow Agent has actual knowledge that the moneys and securities in the 2009B Certificates Escrow Fund, including the anticipated proceeds of and earnings thereon, will not be sufficient to make all payments required by this 2009B Escrow Agreement, the Escrow Agent shall notify the City in writing, of the amount thereof and the reason therefor to the extent known to it. The Escrow Agent shall have no responsibility regarding any such deficiency.

SECTION 19. Notice to City and Escrow Agent. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent at 633 W. Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Global Corporate Trust Services. Any notice to or demand upon the City shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the City at 23825 Stuart Ranch Road, Malibu, California 90265, Attention: City Manager (or such other address as may have been filed in writing by the City with the Escrow Agent).

IN WITNESS WHEREOF, the parties hereto have caused this 2009B Escrow Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF MALIBU

By _____
City Manager

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent and 2009 Trustee

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF DEFEASANCE

CITY OF MALIBU
Certificates of Participation 2009B
(Taxable) (City Hall Project)
Evidencing Undivided Proportionate Interests in 2009B Lease Payments to be Made by the
CITY OF MALIBU, CALIFORNIA
Pursuant to a Lease with the
MALIBU PUBLIC FINANCING CORPORATION

BASE CUSIP NO.† 56117P

NOTICE IS HEREBY GIVEN to the owners of the above-captioned certificates of participation (as further defined below, the "2009B Certificates"), of the City of Malibu (the "City") that the City has deposited with U.S. Bank National Association, as escrow agent (the "2009 Escrow Agent") under the terms of the Trust Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (as supplemented, the "2009 Trust Agreement"), by and among the City, the Malibu Public Financing Corporation (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee"), cash and United States of America government securities permitted under the 2009 Trust Agreement sufficient to pay the regularly scheduled principal and interest with respect to the outstanding 2009B Certificates through maturity.

The 2009B Certificates to be defeased are as follows:

CUSIP†*	*Maturity (July 1)*	*Amount*	*Rate*
56117PCD6	2017	$ 60,000	5.30%
56117PCE4	2018	65,000	5.55
56117PBV7	2019	70,000	5.70
56117PBW5	2024	400,000	6.40

† *Copyright 2016, American Bankers Association. CUSIP data herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the City, the Corporation nor the 2009 Escrow Agent guarantees the accuracy of the CUSIP data.*

* The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the notice of defeasance. It is included solely for convenience of the Holders.

In accordance with the Trust Agreement, the 2009B Certificates are deemed to have been paid in accordance with Section 14.01 thereof and the obligations of the City and the Corporation under the Trust Agreement shall thereupon cease, terminate and become void and be discharged and satisfied.

Dated this _____ day of _____, 2016

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

EXHIBIT B

GOVERNMENT OBLIGATIONS

Security	*Maturity*	*Principal Amount*	*Interest Rate*	*Price*

2010D ESCROW AGREEMENT

THIS 2010D ESCROW AGREEMENT, dated as of October 1, 2016 (the "2010D Escrow Agreement"), by and between the City of Malibu (the "City") and U.S. Bank National Association, Los Angeles, California, as escrow agent (the "Escrow Agent"), is entered into in accordance with Resolution No. 16-__ of the City adopted on September 26, 2016 and a Trust Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (the "2010 Trust Agreement"), by and among the City, the Malibu Public Financing Corporation (the "Corporation") and U.S. Bank National Association, as successor trustee to Deutsche Bank National Trust Company (the "2010 Trustee") to prepay all of the outstanding City of Malibu Certificates of Participation 2010D (Taxable) (City Hall Project) (the "2010D Certificates").

WITNESSETH:

WHEREAS, the City previously authorized the execution and delivery of the 2010D Certificates pursuant to the 2010 Trust Agreement;

WHEREAS, the City has determined that a portion of the proceeds of the $_____ City of Malibu Certificates of Participation 2016A (the "2016A Certificates"), executed and delivered pursuant to a Trust Agreement, dated as of October 1, 2016 (the "2016 Trust Agreement"), by and among the Corporation and the 2010 Trustee, as trustee (the "Trustee"), will be deposited with the Escrow Agent and used to provide the funds to pay the regularly scheduled principal and interest with respect to the 2010D Certificates on and prior to July 1, 2020 (the "Prepayment Date"), and to pay on Prepayment Date the principal maturing after the Prepayment Date, without premium (the "Prepayment Price"); and

WHEREAS, by irrevocably depositing with the Escrow Agent cash and securities satisfying the criteria set forth in Section 14.01 of the 2010 Trust Agreement (the "Government Obligations") in such amount as _____ (the "Verification Agent") has determined will, together with other moneys then on deposit in certain funds existing under the 2010 Trust Agreement available therefor, together with interest to accrue thereon, be fully sufficient to prepay and discharge the 2010D Certificates, including all regularly scheduled principal and interest on and prior to the Prepayment Date, and the Prepayment Price of the 2010D Certificates maturing after the Prepayment Date;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Escrow Agent agree as follows:

SECTION 1. Deposit of Moneys. The City hereby instructs the Escrow Agent to deposit $_____ received from the Trustee from the net proceeds of the sale of the 2016A Certificates and $_____ received from the 2010 Trustee from the Reserve Fund and other funds and accounts maintained under the 2010 Trust Agreement in the "2010D Certificates Escrow Fund" hereby created and established. The Escrow Agent shall hold all such amounts in irrevocable escrow separate and apart from other funds of the City and to be applied solely as provided in this 2010D Escrow Agreement. The City hereby instructs the Escrow Agent to apply $_____ of the moneys set forth above to purchase the Government Obligations listed in Exhibit B hereto, and to hold $_____ uninvested as cash.

SECTION 2. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees to immediately invest such moneys in the Government Obligations listed on Exhibit B hereto and to deposit such Government Obligations in the 2010D Certificates Escrow Fund. The Escrow Agent shall be entitled to rely upon the conclusion of the Verification Agent, that the Government Obligations listed on Exhibit B hereto mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the 2010D Certificates Escrow Fund, will be sufficient to pay the regularly scheduled principal and interest with respect to the 2010D Certificates on and prior to the Prepayment Date, and to pay on Prepayment Date the Prepayment Price.

SECTION 3. Investment of Any Remaining Moneys. At the written direction of the City, the Escrow Agent shall reinvest any other amount of principal and interest, or any portion thereof, received from the Government Obligations prior to the date on which such payment is required for the purposes set forth herein, in Government Obligations maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, at the written direction of the City, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the 2010D Certificates Escrow Fund to pay when due all regularly scheduled payments of principal and interest with respect to the 2010D Certificates on and prior to the Prepayment Date, and to pay on the Prepayment Date the Prepayment Price of the 2010D Certificates maturing after the Prepayment Date, and provided that the City has obtained and delivered to the Escrow Agent an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the 2016A Certificates. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which are not required for the purposes set forth in Section 5, as verified in the letter of the Verification Agent originally obtained by the City with respect to the refunding of the 2010D Certificates or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of tax-exempt obligations of political subdivisions, shall be paid to the City promptly upon the receipt of such interest income by the Escrow Agent. The determination of the City as to whether an accountant qualifies under this Agreement shall be conclusive.

SECTION 4. Substitution of Securities. Upon the written request of the City, and subject to the conditions and limitations herein set forth and applicable governmental rules and regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Government Obligations, provided that there are substituted therefor from the proceeds of the Government Obligations other Government Obligations, but only after the City has obtained and delivered to the Escrow Agent: (i) an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that the substitution of securities is permitted under the 2010 Trust Agreement and that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2016A Certificates; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay when due all regularly scheduled payments of principal and interest with respect to the 2010D Certificates on and prior to the Prepayment Date, and to pay on the Prepayment Date the Prepayment Price of the 2010D Certificates maturing after the Prepayment Date. The Escrow Agent shall not be liable or

responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

SECTION 5. Payment of 2010D Certificates.

(a) Payment. From the moneys on deposit in the 2010D Certificates Escrow Fund, the Escrow Agent shall pay the regularly scheduled payments of principal and interest with respect to the 2010D Certificates on and prior to the Prepayment Date, and pay on the Prepayment Date the Prepayment Price of the 2010D Certificates maturing after the Prepayment Date. Upon the complete prepayment of the 2010D Certificates, the Escrow Agent shall close the 2010D Certificates Escrow Fund and transfer any remaining proceeds therein to the City.

(b) Irrevocable Instructions to Provide Notice. A notice of prepayment of the 2010D Certificates will be mailed by the 2010 Trustee as required pursuant to Section 4.05 of the 2010 Trust Agreement in the form attached hereto as Exhibit C. The notice of defeasance required to be mailed pursuant to Section 14.01 of the 2010 Trust Agreement is substantially in the form attached hereto as Exhibit A. The City hereby irrevocably instructs the Escrow Agent to mail a notice of defeasance of the 2010D Certificates in the form attached hereto as Exhibit A.

(c) Unclaimed Moneys. Any moneys which remain unclaimed for two years after the Prepayment Date shall be repaid by the Escrow Agent to the City.

(d) Priority of Payments. The owners of the 2010D Certificates shall have a first and exclusive lien on all moneys and securities in the 2010D Certificates Escrow Fund until such moneys and securities are used and applied as provided in this 2010D Escrow Agreement.

(e) Termination of Obligation. As provided in the 2010 Trust Agreement, upon deposit of moneys with the Escrow Agent in the 2010D Certificates Escrow Fund as set forth in Section 1 hereof, all obligations of the City under the 2010 Trust Agreement with respect to the 2010D Certificates shall cease, terminate and become void except as set forth in the 2010 Trust Agreement. As provided in Section 10.3 of the Lease/Purchase Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (the "Lease/Purchase Agreement"), by and between the City and the Corporation, the obligations of the City under the Lease/Purchase Agreement with respect to the portion of the Lease Payments relating to the 2010D Certificates (but solely with respect to the 2010D Certificates) shall cease, terminate, become void and be completely discharged and satisfied (except for the rights of the 2010 Trustee and the obligation of the City to have the moneys on deposit in the 2010D Certificates Escrow Fund applied to Lease Payments).

SECTION 6. Application of Certain Terms of the 2010 Trust Agreement. All of the terms of the 2010 Trust Agreement relating to the making of payments of principal and interest with respect to the 2010D Certificates and relating to the exchange or transfer of the 2010D Certificates are incorporated in this 2010D Escrow Agreement as if set forth in full herein. The procedures set forth in Article IX of the 2010 Trust Agreement relating to the resignation and removal and merger of the 2010 Trustee under the 2010 Trust Agreement are also incorporated in this 2010D Escrow Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

SECTION 7. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

SECTION 8. Escrow Agent's Authority to Make Investments. Except as provided in Sections 1, 2, 3, 4 and 5 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this 2010D Escrow Agreement or to sell, transfer or otherwise dispose of the moneys or Government Obligations held hereunder.

SECTION 9. Indemnity. The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this 2010D Escrow Agreement, the establishment hereunder of the 2010D Certificates Escrow Fund, the acceptance of the funds and securities deposited therein, the retention of the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this 2010D Escrow Agreement; provided, however, that the City shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective employees or the willful breach by the Escrow Agent of the terms of this 2010D Escrow Agreement. In no event shall the City or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this 2010D Escrow Agreement.

SECTION 10. Responsibilities of Escrow Agent. The Escrow Agent and its agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this 2010D Escrow Agreement, the establishment of the 2010D Certificates Escrow Fund, the acceptance of the moneys or securities deposited therein, the retention of the Government Obligations or the proceeds thereof, the sufficiency of Government Obligations on deposit in the 2010D Certificates Escrow Fund to pay or prepay the 2010D Certificates, as the case may be, or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this 2010D Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the City, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the 2010D Certificates or to the validity of this 2010D Escrow Agreement as to the City and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this 2010D Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this 2010D Escrow Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any

action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this 2010D Escrow Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the City.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this 2010D Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

No provision of this 2010D Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

SECTION 11. Amendments. This 2010D Escrow Agreement is made for the benefit of the City and the owners from time to time of the 2010D Certificates and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such owners, amend this 2010D Escrow Agreement or enter into such agreements supplemental to this 2010D Escrow Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this 2010D Escrow Agreement, the Law (as defined in the Lease/Purchase Agreement), or the 2010 Trust Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this 2010D Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the 2010D Certificates, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this 2010D Escrow Agreement additional funds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various 2010D Certificates or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 12. Notice to Rating Agencies. In the event that this 2010D Escrow Agreement or any provision thereof is severed, amended or revoked the Escrow Agent shall provide written notice of such severance, amendment or revocation to the rating agencies then rating the 2010D Certificates.

SECTION 13. Term. This 2010D Escrow Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the 2010D Certificates have been paid in accordance with this 2010D Escrow Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(c) of this 2010D Escrow Agreement.

SECTION 14. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the City and any other reasonable fees and expenses of the Escrow Agent approved by the City; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the 2010D Certificates Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this 2010D Escrow Agreement.

SECTION 15. Severability. If any one or more of the covenants or agreements provided in this 2010D Escrow Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this 2010D Escrow Agreement.

SECTION 16. Counterparts. This 2010D Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. THIS 2010D ESCROW AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SECTION 18. Insufficient Funds. If at any time the Escrow Agent has actual knowledge that the moneys and securities in the 2010D Certificates Escrow Fund, including the anticipated proceeds of and earnings thereon, will not be sufficient to make all payments required by this 2010D Escrow Agreement, the Escrow Agent shall notify the City in writing, of the amount thereof and the reason therefor to the extent known to it. The Escrow Agent shall have no responsibility regarding any such deficiency.

SECTION 19. Notice to City and Escrow Agent. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent at 633 W. Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Global Corporate Trust Services. Any notice to or demand upon the City shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the City at 23825 Stuart Ranch Road, Malibu, California 90265, Attention: City Manager (or such other address as may have been filed in writing by the City with the Escrow Agent).

IN WITNESS WHEREOF, the parties hereto have caused this 2010D Escrow Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF MALIBU

By _____
City Manager

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent and 2010 Trustee

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF DEFEASANCE

CITY OF MALIBU
Certificates of Participation 2010D
(Taxable) (City Hall Project)
Evidencing Undivided Proportionate Interests in 2009B Lease Payments to be Made by the
CITY OF MALIBU, CALIFORNIA
Pursuant to a Lease with the
MALIBU PUBLIC FINANCING CORPORATION

BASE CUSIP NO.† 56117P

NOTICE IS HEREBY GIVEN to the owners of the above-captioned certificates of participation (as further defined below, the "2010D Certificates"), of the Malibu Public Financing Corporation (the "Corporation") that the Corporation has deposited with U.S. Bank National Association, as escrow agent (the "2010 Escrow Agent") under the terms of the Trust Agreement, dated as of September 1, 2009, as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (the "2010 Trust Agreement"), by and among the City of Malibu (the "City"), the Corporation and U.S. Bank National Association, as trustee (the "2010 Trustee"), cash and United States of America government securities permitted under the 2010 Trust Agreement sufficient to pay the regularly scheduled principal and interest with respect to the 2010D Certificates on and prior to July 1, 2020, and to pay on July 1, 2020 the prepayment price of the 2010D Certificates maturing on July 1, 2021 through July 1, 2024, being the principal amount thereof, without premium.

The 2010D Certificates to be defeased are as follows:

CUSIP†*	*Maturity (July 1)*	*Amount*	*Rate*
56117PDD5	2017	$45,000	4.473%
56117PDE3	2018	50,000	4.718
56117PDF0	2019	50,000	4.968
56117PDG8	2020	55,000	5.218
56117PDH6	2021	55,000	5.468
56117PDJ2	2022	60,000	5.718
56117PDK9	2023	60,000	5.868
56117PDL7	2024	65,000	5.968

† *Copyright 2016, American Bankers Association. CUSIP data herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the City, the Corporation nor the 2010 Escrow Agent guarantees the accuracy of the CUSIP data.*

* The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the notice of defeasance. It is included solely for convenience of the Holders.

In accordance with the Trust Agreement, the 2010D Certificates are deemed to have been paid in accordance with Section 14.01 thereof and the obligations of the City and the Corporation under the Trust Agreement shall thereupon cease, terminate and become void and be discharged and satisfied.

Dated this _____ day of _____, 2016

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

EXHIBIT C

NOTICE OF FULL OPTIONAL PREPAYMENT

CITY OF MALIBU
CERTIFICATES OF PARTICIPATION 2010D (TAX EXEMPT)
(CITY HALL PROJECT)

NOTICE IS HEREBY GIVEN pursuant to Section 4.05(a) of the Trust Agreement dated September 1, 2009 as supplemented by a First Supplemental Trust Agreement, dated as of March 1, 2010 (the "Trust Agreement") by and among the City of Malibu (the "City"), the Malibu Public Financing Corporation (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee"), that the certificates listed below have been selected for prepayment on July 1, 2020 (the "Prepayment Date") at the price listed below of the principal amount (the "Prepayment Price") together with interest accrued to the Prepayment Date.

CUSIP†*	*Maturity (July 1)*	*Rate*	*Amount*	*Price*
56117PDH6	2021	5.468	$55,000	100%
56117PDJ2	2022	5.718	60,000	100
56117PDK9	2023	5.868	60,000	100
56117PDL7	2024	5.968	65,000	100

† *Copyright 2016, American Bankers Association. CUSIP data herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the City, the Corporation nor the Trustee guarantees the accuracy of the CUSIP data.*

* The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Optional Prepayment Notice. It is included solely for convenience of the Holders.

Pursuant to the Trust Agreement, payment of the Prepayment Price on the Certificates called for prepayment will be paid without presentation of the Certificates if presentment is not required and upon presentation of the Certificates if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

Delivery Instructions:

U. S. Bank
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

1-800-934-6802

Certificate holders presenting their Certificate(s) in person for same day payment must surrender their Certificate(s) by 1:00 P.M. CST on the Prepayment Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. CST will be mailed to the Certificate holder via first class mail. If payment of the Prepayment Price is to be made to the registered owner of the Certificate, you are not required to endorse the Certificate to collect the Prepayment Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Prepayment Date.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/coporatetrust and click on the "Bondholder Information" link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

By U.S. Bank National Association
As Trustee or Agent

Dated: May 29, 2020

City Council Meeting
09-26-16
Item 7.A.

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: September 7, 2016 Meeting date: September 26, 2016

Subject: Appointment to Las Virgenes-Malibu Council of Governments

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RECOMMENDED ACTION: Appoint Councilmember Rosenthal as the City's representative and Mayor La Monte as an alternate on the Las Virgenes-Malibu Council of Governments (COG).

FISCAL IMPACT: None.

DISCUSSION: At its Regular meeting on May 12, 2014, the City Council affirmed the appointment of Councilmember Sibert as the City's representative on the Las Virgenes-Malibu COG.

Councilmember Sibert may be unable to attend the COG's Governing Board meetings prior to the end of his term on the City Council. Since Councilmember Rosenthal has attended COG meetings in the past, Councilmember Sibert suggests the Council appoint Councilmember Rosenthal to serve as its COG representative. It is also suggested that the Council appoint Mayor La Monte as an alternate to serve until after the election, at which time the Council will make all of its appointments to committees and outside agencies.

ATTACHMENTS: None.

City Council Meeting
09-26-16
Item 7.B.

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: September 15, 2016 Meeting date: September 26, 2016

Subject: Homeless Issues Town Hall Meeting (Mayor La Monte)

RECOMMENDED ACTION: At the recommendation of Mayor La Monte; 1) Consider whether the City should co-sponsor a town hall meeting to discuss homeless issues in Malibu; and 2) Direct staff as appropriate.

FISCAL IMPACT: Funding for this meeting was not included in the Adopted Budget for Fiscal Year 2016-2017. Minimal expenses may be incurred, such as waiving fees for the use of City facilities and staff time to assist with hosting the event.

DISCUSSION: The issues related to increases in the homeless population in Malibu, and throughout the state, have been well documented. The City and members of the City Council have supported efforts to provide services to the homeless in Malibu and the County, including co-sponsorship of two successful Malibu Homeless Connect Day events over the past year, and awarding $40,000 in General Fund Grants this year to homeless support organizations working in Malibu. In addition, deputies from the Malibu/Lost Hills Sheriff's Station have been diligently working with Malibu's homeless population for the past several years, and are also providing assistance to local homeless support organizations.

Mayor La Monte has been approached by local organizations requesting that the City co-sponsor a town hall meeting in January 2017 to discuss the issues related to homelessness in Malibu, what is being done, what more can be done, and to educate the community. If the Council agrees to co-sponsor the event, it should direct staff to make the necessary arrangements.

ATTACHMENTS: None.