1. Meeting Agenda

   Documents:

   CC_260713_AMENDED AGENDA_.PDF

2. Item 1B2

   Approve Warrants

   Documents:

   CC_260713_ITEM_1B2.PDF

3. Item 1B3

   Approval of Minutes

   Documents:

   CC_260713_ITEM_1B3.PDF

4. Item 1B4

   PaliBu Chamber of Commerce Event Fee Waiver

   Documents:

   CC_260713_ITEM_1B4.PDF

5. Item 1B5

   Investment Report for the Month Ending May 31, 2026

   Documents:

   CC_260713_ITEM_1B5.PDF

6. Item 1B6

   Letter to Governor Newsom – Pacific Coast Highway (PCH) and Telecoms Safety in Malibu

   Documents:

   CC_260713_ITEM_1B6.PDF

7. Item 1B7

Professional Services Agreement with Springbrook Holding Company, LLC

Documents:

CC_260713_ITEM_1B7.PDF

8. Item 1B8

   Zuma Foundation Assignment of Agreement to Zuma Beach Triathlon Productions LLC

   Documents:

   CC_260713_ITEM_1B8.PDF

9. Item 1B9

   Amendment to Agreement with American Global Security, Inc.

   Documents:

   CC_260713_ITEM_1B9.PDF

10. Item 1B10

    Professional Services Agreement with Yeh and Associates, Inc.

    Documents:

    CC_260713_ITEM_1B10.PDF

11. Item 1B11

    Amendment to Professional Services Agreement with Kimley-Horn and Associates, Inc.

    Documents:

    CC_260713_ITEM_1B11.PDF

12. Item 5A

    Schedule of Fees Fiscal Year 2026-27

    Documents:

    CC_260713_ITEM_5A.PDF

13. Item 5B

Approval of Use and Reallocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2026-2027

Documents:

CC_260713_ITEM_5B.PDF

14. Item 5C

Approval of Use of PLHA Grant Funds for Motel Voucher Program

Documents:

CC_260713_ITEM_5C.PDF

15. Item 6A

Cooperative Agreement with the State of California for the Pedestrian Undercrossing at Malibu Seafood Project

Documents:

CC_260713_ITEM_6A.PDF

16. Item 6B

Amending and Replacing Resolution Nos. 20-65 and 21-17 ("Wireless Design Standards") to Restrict New Wireless Facilities in Residential Areas

Documents:

CC_260713_ITEM_6B.PDF

17. Item 7A

Letter of Support – Pier to Pier (Continued from June 8, 2026)

Documents:

CC_260713_ITEM_7A.PDF

18. Item 8A

Appointment of a City Council Representative to the Independent Cities Association (ICA) Board of Directors

Documents:

CC_260713_ITEM_8A.PDF

Amended[1] Malibu City Council
Regular Meeting Agenda

Monday, July 13, 2026

4:45 P.M. - CLOSED SESSION
City Hall – Council Chambers (call to order)
Westward Room (closed session)
23825 Stuart Ranch Road

5:30 P.M. – CITY COUNCIL REGULAR MEETING
City Hall – Council Chambers
23825 Stuart Ranch Road

Zoom Webinar Link:
https://us02web.zoom.us/j/87985644870

GUIDE TO THE CITY COUNCIL PROCEEDINGS AND DECORUM

ROLE OF THE PRESIDING OFFICER: The presiding officer of the City Council, who shall be the Mayor, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty of the presiding officer to ensure that these rules of procedure and decorum are followed at all times. The presiding officer shall maintain control of communication between Councilmembers, between the Council and the public, and chair each meeting in a fair and impartial manner. It shall be the duty of each Councilmember to support the presiding officer in maintaining the order and decorum of Council meetings.

On specific agenda items Councilmembers may question any person addressing the City Council at the conclusion of all public testimony on that agenda item before the Council. Councilmembers shall not engage any member of the public in a dialogue with themselves other Councilmembers, city staff or other members of the public.

MEMBERS OF THE AUDIENCE: Members of the audience shall not engage in disorderly or boisterous conduct, including clapping, whistling, stamping of feet, or other acts which disturb, disrupt, impede or otherwise disturb the orderly conduct of the City Council meeting. Persons addressing the City Council shall not engage in disorderly conduct which disrupts, or otherwise impedes the orderly conduct or Council meetings. Any person who so disrupts a Council meeting may, at the discretion of the presiding officer or a majority of the City Council, be subject to ejection from that meeting.

MEETING PARTICIPATION: Members of the public may participate in-person or remotely via Zoom Webinar.

Remote participation: In order to participate remotely, you must be present in the Zoom Webinar during the item that you would like to speak on and use the Raise Hand feature to request to speak when the Mayor calls the item. When you join the Zoom Webinar you may see a pop-up asking you to enter an email address, but a valid email address is not required. To join by phone: Dial 1-669-444-9171 or 1-669-900-9128 (Toll Free) and enter

1 *See the addition of Old Business Item No. 6.B. and additional materials instructions for the amended agenda item.*

Meeting ID: 879-8564-4870. To raise your hand via a phone-in please press *9 and unmute when you are called on by pressing *6. If you are participating via the web platform or application, please press the raise your hand icon and the unmute button when prompted.

In-person participation: If you would like to speak in-person, you must complete and submit to the Recording Secretary a Speaker Slip at the meeting prior to the beginning of the item being announced by the Mayor.

When each item is called, the Mayor will announce a final call for Speaker Slips and raised hands.

Speaker Time and General Public Comment: Members of the public will have the opportunity to speak on items on the agenda and general public comment regarding matters which are not listed on the agenda, but are under the subject matter jurisdiction of the City Council. No action may be taken on such items, except to ask Staff a question or place an item on a future agenda, 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. Remote and in-person participants will have three (3) minutes to speak on each item on the agenda. In-person participants may also surrender their time to speak on an item on the agenda by deferring one (1) minute to another speaker, not to exceed a total of five (5) minutes. Speakers receiving time deferrals may be participating in-person or remotely. The individuals deferring time must be present in Chambers when the item is heard and their slips must be prior to the beginning of the item being announced by the Mayor. Speakers are taken in the order slips are submitted or hands are raised.

For general public comment for matters not on the agenda, speaker time is adjusted based on the number of speakers:

- If there are more than 20 speakers, each speaker will be limited to two (2) minutes. Speakers with time deferrals may receive up to four (4) minutes.

- If there are more than 30 speakers, each speaker is limited to one (1) minute. Speakers with time deferrals may receive up to three (3) minutes.

Materials: Any written comments or audiovisual materials from members of the public, including any that they intend to present at the meeting, must be submitted one (1) business day in advance, by 12:00 p.m. on July 10, 2026. No additional materials will be accepted after this deadline for items listed on this agenda. If an item on this agenda is amended or new items are added only one business day before the meeting, the amended agenda will provide additional instructions for submitting materials related to such items. All materials should be emailed to citycouncil@malibucity.org and include the Agenda Item Number on the subject line.

Amended Agenda Items: Due to the posting of the amended agenda, written comments and audiovisual materials will be accepted on Item No. 6.B. until 12:00 p.m. on July 13, 2026.

VIEW THE MEETING: The meeting will be live streamed at www.malibucity.org/video, www.youtube.com/CityofMalibu, and via Zoom Webinar.

Four-forty-five p.m. Convene for Purpose of Closed Session

Call to Order – Mayor (Council Chambers)

Public Comment on Closed Session Items

Recess to Closed Session (to be held in the Westward Room)

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9. Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The City Attorney will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting. At the conclusion of the Closed Session, the Council may continue any item listed on the Closed Session agenda to the Open Session agenda for discussion or to take formal action as it may deem appropriate.

Conference with Legal Counsel – Anticipated Litigation

1. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9
   Number of potential cases: (1)

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

1. Nobu Malibu v. City of Malibu, Los Angeles County Superior Court, Case No. 25STCP00195

Five-thirty p.m. **Regular Session**

Call to Order - Mayor

Roll Call - Recording Secretary

Pledge of Allegiance

Closed Session Report

Report on Posting of Agenda – July 2, 2026*; Amended Agenda posted July 10, 2026*

Approval of Agenda

1. Consent Calendar

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. 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. Members of the public may comment on the consent calendar as a whole. After public comment, the Council may remove items from the Consent Calendar for individual consideration before adopting the 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: Interim City Attorney Rusin, 456-2489, ext. 228

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 79300-79577 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. 793 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $4,104,193.12. City of Malibu payroll check number 5586 and ACH deposits were issued in the amount of $1,259,597.25.

Staff Contact: Assistant City Manager Smith, 456-2489, ext. 239

3. Approval of Minutes

Recommended Action: Approve the minutes for the November 24, 2025 Regular Meeting and the December 5, 2025 Special Meeting.

Staff Contact: City Clerk Pettijohn, 456-2489, ext. 228

4. PaliBu Chamber of Commerce Event Fee Waiver

Recommended Action: Approve the PaliBu Chamber of Commerce (PaliBu) facility fee waiver and staffing costs associated with the Recovery Expo event held on Saturday, May 16, 2026.

Staff Contact: Community Services Director Riesgo, 456-2489, ext. 350

5. Investment Report for the Month Ending May 31, 2026

Recommended Action: Receive the Investment Report for the month ending May 31, 2026.

Staff Contact: Assistant City Manager Smith, 456-2489, ext. 239

6. Letter to Governor Newsom – Pacific Coast Highway (PCH) and Telecoms Safety in Malibu

Recommended Action: Authorize the Mayor to sign a letter to Governor Newsom regarding PCH and Telecoms Safety in Malibu and authorize staff to proceed with its formal submission.

Staff Contact: Assistant to the City Manager Kajszo, 456-2489, ext. 224

7. Professional Services Agreement with Springbrook Holding Company, LLC

Recommended Action: Authorize the Mayor to execute a Professional Services Agreement with Springbrook Holding Company, LLC (Springbrook), for a cloud-based financial software subscription for a three-year term.

Staff Contact: Assistant City Manager Smith, 456-2489, ext. 239

8. Zuma Foundation Assignment of Agreement to Zuma Beach Triathlon Productions LLC

   Recommended Action: Authorize the City Manager to execute an Assignment, Assumption, and Consent Agreement with Zuma Beach Triathlon Productions LLC.

   Staff Contact: Community Services Director Riesgo, 456-2489, ext. 350

9. Amendment to Agreement with American Global Security, Inc.

   Recommended Action: Authorize the Mayor to execute Amendment No. 3 with American Global Security, Inc. to extend the Agreement term for one year for security services and to secure and close City parks.

   Staff Contact: Community Services Director Riesgo, 456-2489, ext. 350

10. Professional Services Agreement with Yeh and Associates, Inc.

    Recommended Action: Authorize the Mayor to execute a Professional Services Agreement with Yeh and Associates, Inc., for maintenance and monitoring services for the Big Rock Mesa, Malibu Road, and Calle Del Barco Landslide Assessment Districts (ADs).

    Staff Contact: Assistant Public Works Director Holden, 456-2489, ext. 338

11. Amendment to Professional Services Agreement with Kimley-Horn and Associates, Inc.

    Recommended Action: Authorize the Mayor to execute Amendment No. 1 to Professional Services Agreement with Kimley-Horn, and Associates, Inc. for additional engineering design services and support during construction of the Pacific Coast Highway Quick Build Roundabout project in the amount $184,980 for a new total not to exceed $464,356.

    Staff Contact: Assistant Public Works Director Holden, 456-2489, ext. 338

2. Ceremonial/Presentations

None.

3. Commission / Committee / City Manager Updates

4. Written and Oral Communications from the Public (This item and subsequent items to be heard at 6:30 p.m. or later)

Councilmember meeting attendance reports and inquiries will be limited to 10 minutes per Councilmember to report on their activities and ask staff follow-up questions from public comment.

A. General Public Comment – Matters Not on the Agenda

B. City Council Subcommittee reports / Mayor and Councilmember meeting attendance reports and inquiries

5. Ordinances and Public Hearings

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.

A. Schedule of Fees Fiscal Year 2026-27

Recommended Action: 1) Conduct the Public Hearing; and 2) Adopt Resolution No. 26-50 establishing the Schedule of Fees for Fiscal Year 2026-27.

Staff Contact: Assistant City Manager Smith, 456-2489, ext. 239

B. Approval of Use and Reallocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2026-2027

Recommended Action: 1) Conduct a public hearing; and 2) Adopt Resolution No. 26-51 authorizing and approving the use of $7,824 in Community Development Block Grant (CDBG) funds for Public Services, canceling CDBG funding of $275,752 for the Malibu Community Labor Exchange (MCLE) Center Project No. 602478-22 to transfer the funding to the Malibu Bluffs Park Snack Shack, approving the use of an additional $19,248 in unallocated funding for the Malibu Bluffs Park Snack Shack for a total of $295,000 for the project, and 3) Adopt Resolution No. 26-52 approving participation in the Los Angeles Urban County Community Block Grant Program by authorizing the Mayor, or his/her designee, to sign a cooperative agreement with the County of Los Angeles for Fiscal Years 2027-2029.

Staff Contact: Assistant Public Works Director Holden, 456-2489, ext. 338

C. Approval of Use of PLHA Grant Funds for Motel Voucher Program

Recommended Action: 1) Conduct the Public Hearing; and 2) Adopt Resolution No. 26-49 approving participation in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program by authorizing the City Manager, or his designee, to sign a reimbursable contract with the Los Angeles County Development Authority (LACDA) acting on behalf of the County.

Staff Contact: Public Safety Director Dueñas, 456-2489, ext. 313

6. Old Business

Old Business items have appeared on previous agendas with no final action having been taken.

A. Cooperative Agreement with the State of California for the Pedestrian Undercrossing at Malibu Seafood Project

Recommended Action: Authorize the Mayor to execute the Cooperative Agreement with the State of California (Caltrans) in the amount of $260,000 for providing quality assurance and oversight services for the development of the Project Initiation Documents (PID) phase of the Pedestrian Undercrossing at Malibu Seafood Project.

Staff Contact: Assistant Public Works Director Holden, 456-2489, ext. 338

B. *Amending and Replacing Resolution Nos. 20-65 and 21-17 ("Wireless Design Standards") to Restrict New Wireless Facilities in Residential Areas*

Recommended Action: 1) Adopt Resolution No. 26-53 (Attachment 1) amending and replacing Resolution No. 20-65 (wireless facilities in the public right-of-way) to restrict new wireless facilities in residential areas, define "residential areas," and revise related spacing, separation, and location preference standards; 2) Adopt Resolution No. 26-54 (Attachment 2) amending and replacing Resolution No. 21-17 (wireless facilities on land other than the public right-of-way) to restrict new wireless facilities in residential areas and define "residential areas"; and 3) Determine that these resolutions are not subject to the California Environmental Quality Act (CEQA) and, in the alternative, are exempt from CEQA

Staff Contact: Community Development Director Bundy, 456-2489, ext. 229

7. New Business

New Business items are appearing for the first time for formal action.

A. Letter of Support – Pier to Pier (Continued from June 8, 2026)

Recommended Action: It is recommended that the City Council: 1) Consider submittal of a Letter of Support for Pier to Pier LLC's California State Parks concession application at Malibu Pier; or 2) Provide additional direction to city staff.

Staff Contact: City Manager Irvin, 456-2489, ext. 226

8. Council Items

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.

A. Appointment of a City Council Representative to the Independent Cities Association (ICA) Board of Directors

Recommended Action: Appoint one City Councilmember to serve as the City of Malibu's representative on the Independent Cities Association (ICA) Board of Directors.

Staff Contact: City Clerk Pettijohn, 456-2489, ext. 228

Adjournment

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.

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 Community Development Director Yolanda Bundy, (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].

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 10th day of July 2026 at 4:40 p.m.

Kelsey Pettijohn, City Clerk

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

City Council Meeting
7-13-26
Item
1.B.2.

WARRANT REGISTER NO. 793

On July 13, 2026, the Malibu City Council allowed and approved warrant demand numbers 79300-79577 from the General Fund. The City Manager is hereby directed to pay out the funds named hereon to each of the claimants listed, the amount appearing opposite their name for the purpose stated on the respective demands, making a total of $4,104,193.12. City of Malibu payroll check number 5586 and ACH deposits were issued in the amount of $1,259,597.25.

PASSED, APPROVED and ADOPTED this 13th day of July 2026.

Bruce Silverstein
Mayor

ATTEST:

Kelsey Pettijohn
City Clerk

CERTIFICATE

In accordance with Government Code Sections 37202 and Malibu Municipal Code 3.08.050, I hereby certify that: (1) the claims or demands set forth in the warrant register(s) listed below and attached hereto and incorporated herein by this reference in the aggregate amount of $5,363,790.37 have been audited as to their accuracy; and (2) sufficient funds have been appropriated by the City Council and are available for the payment thereof.

EXECUTED this 2nd day of July 2026, AT MALIBU, CALIFORNIA

Signed by:
Joseph Irvin
E849C5C36AED48F...

Joseph D. Irvin
City Manager

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Accounts Payable

Checks by Date - Summary by Check Number

User: sflores
Printed: 7/1/2026 11:09 AM

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79300	ACCESS	ACCESS INFORMATION INTERMEDIA	06/11/2026	0.00	5,739.69
79301	AMAZON	AMAZON CAPITAL SERVICES INC	06/11/2026	0.00	12,017.26
79302	AMTECH	PACIFIC COAST ELEVATOR CORP	06/11/2026	0.00	350.00
79303	CASTRATE	CALIFORNIA STRATEGIES & ADVOCA	06/11/2026	0.00	12,500.00
79304	CHEVRON2	WRIGHT EXPRESS FSC WEX BANK	06/11/2026	0.00	1,254.49
79305	CIVICPLU	CIVICPLUS LLC	06/11/2026	0.00	263.00
79306	CRASSOC	CHEN RYAN ASSOCIATES INC	06/11/2026	0.00	15,866.00
79307	CWCDRY	PAUL JOSEPH CROTEAU	06/11/2026	0.00	792.00
79308	DUENASSU	SUSAN DUENAS	06/11/2026	0.00	135.57
79309	FETTINGE	RICHARD FETTINGER	06/11/2026	0.00	3,930.00
79310	FILIPPIN	FILIPPIN ENGINEERING INC	06/11/2026	0.00	52,764.20
79311	FRONTIER	FRONTIER CALIFORNIA INC	06/11/2026	0.00	2,457.68
79312	GRANICU1	GRANICUS LLC	06/11/2026	0.00	37,422.00
79313	GUTSTE	STEVEN GUTIERREZ	06/11/2026	0.00	1,325.00
79314	IPC INC	INTEGRATED PERFORMANCE CONSU	06/11/2026	0.00	116,713.92
79315	KIMLEY	KIMLEY-HORN AND ASSOC INC	06/11/2026	0.00	8,552.50
79316	KONICA	KONICA MINOLTA BUSINESS SOLUTI	06/11/2026	0.00	6,250.00
79317	LACOWAT	LA CO MALIBU TREASURER-WATERW	06/11/2026	0.00	1,125.00
79318	LEECH	LEECH TISHMAN FUSCALDO & LAMF	06/11/2026	0.00	1,235.00
79319	MMASC	MMASC	06/11/2026	0.00	125.00
79320	MNS	MNS ENGINEERS INC	06/11/2026	0.00	493.50
79321	MRGLLC	MUNICIPAL RESOURCE GROUP LLC	06/11/2026	0.00	10,000.00
79322	NURMAR	MARK NUREMBERG	06/11/2026	0.00	3,069.64
79323	PEOPCON	THE PEOPLE CONCERN	06/11/2026	0.00	36,565.00
79324	REYNM	MARIO REYNA	06/11/2026	0.00	576.79
79325	SUNSTONE	SUNSTONE CITIES LLC	06/11/2026	0.00	6,000.00
79326	TRENCH	TOM MALLOY CORPORATION	06/11/2026	0.00	1,848.00
79327	USLABS	BUREAU VERITAS NORTH AMERICA I	06/11/2026	0.00	75,001.00
79328	WAVEENTE	WAVE ENTERPRISES INC	06/11/2026	0.00	15,711.98
79329	WILLSCOT	WILLIAMS SCOTSMAN INC	06/11/2026	0.00	2,844.04
79330	13STARS	13 STARS MEDIA	06/11/2026	0.00	804.00
79331	AAAPROP	AAA PROPANE SERVICES INC	06/11/2026	0.00	928.90
79332	ACCOUNTE	OFFICE TEAM A ROBERT HALF COMP	06/11/2026	0.00	4,759.86
79333	ACESAN	ACE SANDBLASTING CORPORATION	06/11/2026	0.00	2,850.00
79334	APPLE	APPLEONE	06/11/2026	0.00	3,175.71
79335	CALFAR	CALIFORNIA FAMILY FARMS	06/11/2026	0.00	1,000.00
79336	CASGAY	GAYLENE CASCIONE	06/11/2026	0.00	735.00
79337	CRPRINT	EARTH PRINT INC	06/11/2026	0.00	1,114.76
79338	ENHANCE2	ENHANCED LANDSCAPE MANAGEMI	06/11/2026	0.00	20,915.85
79339	ERGOSOLU	ERGO SOLUTION INC	06/11/2026	0.00	1,950.00
79340	FRONTIER	FRONTIER CALIFORNIA INC	06/11/2026	0.00	234.61
79341	GIINDUS	GI INDUSTRIES	06/11/2026	0.00	1,063.40
79342	KENDOU	DOUGLAS KENT	06/11/2026	0.00	310.00
79343	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/11/2026	0.00	25.00
79344	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/11/2026	0.00	25.00
79345	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/11/2026	0.00	25.00
79346	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/11/2026	0.00	25.00

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79347	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/11/2026	0.00	25.00
79348	LACOWAT	LA CO MALIBU TREASURER-WATERW	06/11/2026	0.00	9,324.36
79349	LEVC	CHERYL LEV	06/11/2026	0.00	630.00
79350	LIVESCAN	PAIGE S APAR	06/11/2026	0.00	110.00
79351	MALMUS	MALIBU FRIENDS OF MUSIC	06/11/2026	0.00	3,000.00
79352	MISTROB	WINK ROBERTS	06/11/2026	0.00	5,124.25
79353	NIKHEDI	HEDIYEH NIKBAKHT	06/11/2026	0.00	230.00
79354	ORIKAL	KALIKOLEHUA ORIAN	06/11/2026	0.00	500.00
79355	RTW	RTW MANAGEMENT	06/11/2026	0.00	47,625.00
79356	SALEBRI	BRITTANY SALEAUMUA	06/11/2026	0.00	65.98
79357	SCEDISO	SOUTHERN CALIFORNIA EDISON COI	06/11/2026	0.00	1,236.91
79358	TAYKAR	KAREN TAYLOR	06/11/2026	0.00	945.00
79359	TMOBILE	T-MOBILE USA INC	06/11/2026	0.00	1,508.92
79360	TOSHIBA	US BANK NATIONAL ASSOCIATION	06/11/2026	0.00	3,759.52
79361	TOTALGRA	BRIAN SHORE	06/11/2026	0.00	276.62
79362	VERIZONW	VERIZON WIRELESS SERVICES LLC	06/11/2026	0.00	5,460.77
79363	XEROX	XEROX CORPORATION	06/11/2026	0.00	80.85
79364	XEROXFIN	XEROX CORPORATION	06/11/2026	0.00	80.98
79365	ACCOUNTE	OFFICE TEAM A ROBERT HALF COMP	06/12/2026	0.00	1,640.00
79366	AMERGLOE	AMERICAN GLOBAL SECURITY INC	06/12/2026	0.00	2,100.00
79367	APPLE	APPLEONE	06/12/2026	0.00	1,274.07
79368	AYALABR	BRANDIE AYALA	06/12/2026	0.00	2,500.00
79369	DRIZZLEC	DRIZZLE CO LLC	06/12/2026	0.00	700.00
79370	FREEA	ALICIA FREEMAN	06/12/2026	0.00	93.94
79371	FRONTIER	FRONTIER CALIFORNIA INC	06/12/2026	0.00	2,341.10
79372	FULPRO	FULLRANGE PRODUCTION LLC	06/12/2026	0.00	1,850.00
79373	HOKRI	KRISTEN HO	06/12/2026	0.00	250.00
79374	LEMMOR	RICHARD LEMMO	06/12/2026	0.00	980.00
79375	MAINSTRE	ATHACO INC	06/12/2026	0.00	534.05
79376	MARJM	JULIE & MARK MARTIN	06/12/2026	0.00	50.00
79377	PULPAI	PULLING PAINT LLC	06/12/2026	0.00	1,847.00
79378	RAMROB	ROBERT RAMIREZ	06/12/2026	0.00	50.00
79379	RIGGINS	MARIANNE RIGGINS	06/12/2026	0.00	230.56
79380	ROSEHK	HOWARD & KAREN ROSE	06/12/2026	0.00	50.00
79381	SANJUL	JULIE SANTIA	06/12/2026	0.00	51.19
79382	SCEDISO	SOUTHERN CALIFORNIA EDISON COI	06/12/2026	0.00	31,795.83
79383	SEASLUG	SEA SLUG LLC	06/12/2026	0.00	50.00
79384	SPECTRUM	CHARTER COMMUNICATIONS HOLDI	06/12/2026	0.00	4,182.71
79385	SPIROG	SEBASTIAN SPIROGLOU	06/12/2026	0.00	19.28
79386	TOTALGRA	BRIAN SHORE	06/12/2026	0.00	263.45
79387	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	06/12/2026	0.00	6,692.00
79388	13STARS	13 STARS MEDIA	06/12/2026	0.00	180.54
79389	BBK	BEST BEST & KRIEGER LLP	06/12/2026	0.00	237,325.15
79390	CASSWCON	CASSWELL CONSULTING INC	06/12/2026	0.00	15,180.00
79391	CIVICSO	CIVIC SOLUTIONS INC	06/12/2026	0.00	13,942.50
79392	CJBIOMON	COURTNEY JEAN MCCAMMON	06/12/2026	0.00	15,536.00
79393	COOKALI	ALLISON COOK	06/12/2026	0.00	11,426.25
79394	INTERWES	INTERWEST CONSULTING GROUP INC	06/12/2026	0.00	146.25
79395	iRIS	LORRIE FEINBERG	06/12/2026	0.00	6,142.50
79396	KIMLEY	KIMLEY-HORN AND ASSOC INC	06/12/2026	0.00	114,157.50
79397	KIRKCART	LATANYA KIRKCARTER	06/12/2026	0.00	15,023.11
79398	LACOREG	LA CO REGISTRAR RECCORDER/CITY	06/12/2026	0.00	32.00
79399	LACOSHE	LA CO SHERIFF'S DEPARTMENT	06/12/2026	0.00	1,103,556.30
79400	LARICS	COUNTY OF LOS ANGELES LA-RICS	06/12/2026	0.00	960.00
79401	MNS	MNS ENGINEERS INC	06/12/2026	0.00	2,765.00
79402	PEGASUSS	PEGASUS STUDIOS	06/12/2026	0.00	8,070.00
79403	RIGGINS	MARIANNE RIGGINS	06/12/2026	0.00	63.89

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79404	SEKMAR	MARINA SEK	06/12/2026	0.00	11,939.90
79405	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	06/12/2026	0.00	1,900.00
79406	CASSWCON	CASSWELL CONSULTING INC	06/15/2026	0.00	16,722.00
79407	DEKADR	ADRIANE DEKIRMENDJIAN	06/15/2026	0.00	100.00
79408	FORDKIM	KIMBERLY FORD	06/15/2026	0.00	61.25
79409	JONSHER	SHERI JOHNSON	06/15/2026	0.00	240.00
79410	NEUHOFFT	TREVOR NEUHOFF	06/15/2026	0.00	250.00
79411	SUBBEN	BENJAMIN A. SUBER	06/15/2026	0.00	880.00
79412	ACCOUNTE	OFFICE TEAM A ROBERT HALF COMP	06/22/2026	0.00	2,050.00
79413	ANAWALT	ANAWALT LUMBER CO INC	06/22/2026	0.00	101.34
79414	APPLE	APPLEONE	06/22/2026	0.00	1,521.60
79415	GIINDUS	GI INDUSTRIES	06/22/2026	0.00	74.57
79416	HDSUPPLY	HD SUPPLY INC	06/22/2026	0.00	543.40
79417	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/22/2026	0.00	25.00
79418	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/22/2026	0.00	25.00
79419	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/22/2026	0.00	25.00
79420	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/22/2026	0.00	25.00
79421	MASTERCO	MASTER COOLING CORPORATION	06/22/2026	0.00	1,124.56
79422	SANPIL	PILAR SANCHEZ	06/22/2026	0.00	50.00
79423	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	06/22/2026	0.00	230.21
79424	STAPLES	STAPLES CONTRACT & COMMERCIAI	06/22/2026	0.00	1,500.10
79425	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	06/22/2026	0.00	4,350.00
79426	YODDAN	DANIEL YODER	06/22/2026	0.00	50.00
79427	30360PUB	30 THREE SIXTY PUBLIC FINANCE IN	06/22/2026	0.00	9,206.75
79428	BADMET	BADGER METER INC	06/22/2026	0.00	39.99
79429	BEARCON	BEAR CONTRACTORS INC	06/22/2026	0.00	650.00
79430	BURNS	BURNS PACIFIC CONSTRUCTION INC	06/22/2026	0.00	155,169.92
79431	CALIBARR	CALIFORNIA BARRICADE RENTALS II	06/22/2026	0.00	41,194.73
79432	CERNYR	RYAN CERNY	06/22/2026	0.00	162.98
79433	CJBIOMON	COURTNEY JEAN MCCAMMON	06/22/2026	0.00	9,075.00
79434	CROSSING	CROSSING GUARD SERVICES LLC	06/22/2026	0.00	4,560.00
79435	CSLEGACY	CS LEGACY CONSTRUCTION INC	06/22/2026	0.00	158,519.52
79436	DCMCLLC	LEMOINE SERVICES HOLDINGS LP	06/22/2026	0.00	13,052.75
79437	ELESCO	EMERGENCY LIGHTING EQUIPMENT	06/22/2026	0.00	1,546.80
79438	FILIPPIN	FILIPPIN ENGINEERING INC	06/22/2026	0.00	169,627.50
79439	GENESISF	GENESIS FLOOR COVERING INC	06/22/2026	0.00	36,450.64
79440	GIINDUS	GI INDUSTRIES	06/22/2026	0.00	1,673.27
79441	GUTSTE	STEVEN GUTIERREZ	06/22/2026	0.00	350.00
79442	HOMCOMM	REAGAN HOM	06/22/2026	0.00	16,017.53
79443	INFINIFG	INFINIFGY SOLUTIONS LLC	06/22/2026	0.00	950.00
79444	INFINITY	INFINITY TECHNOLOGIES	06/22/2026	0.00	1,655.00
79445	KIMLEY	KIMLEY-HORN AND ASSOC INC	06/22/2026	0.00	6,347.50
79446	KOSMONT	KOSMONT & ASSOCIATES INC	06/22/2026	0.00	1,487.20
79447	LACOWAT	LA CO MALIBU TREASURER-WATERW	06/22/2026	0.00	217.48
79448	MALIELEM	MALIBU ELEMENTARY SCHOOL	06/22/2026	0.00	695.16
79449	MNS	MNS ENGINEERS INC	06/22/2026	0.00	246.76
79450	PACARCHI	PACIFIC ARCHITECTURE AND ENGINI	06/22/2026	0.00	9,872.57
79451	SCAFCA	SCA OF CA LLC	06/22/2026	0.00	11,491.20
79452	SOLIDWA	SOLID WASTE SOLUTIONS INC	06/22/2026	0.00	45,810.00
79453	SOUTHCOS	SOUTH COAST AQMD	06/22/2026	0.00	689.96
79454	TRIPEPIS	TRIPEPI SMITH & ASSOCIATES	06/22/2026	0.00	1,766.25
79455	UNDERGR	UNDERGROUND SERVICE ALERT OF S	06/22/2026	0.00	217.03
79456	WILLSCOT	WILLIAMS SCOTSMAN INC	06/22/2026	0.00	1,036.35
79457	XEROXFIN	XEROX CORPORATION	06/22/2026	0.00	130.21
79458	13STARS	13 STARS MEDIA	06/23/2026	0.00	58.14
79459	ADVANTAN	MAP COMMUNICATIONS INC	06/23/2026	0.00	261.72
79460	COTTON	COTTON SHIRES & ASSOCIATES INC	06/23/2026	0.00	17,409.25

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79461	CSTASC	CONSTANT AND ASSOCIATES INC	06/23/2026	0.00	15,979.28
79462	FILIPPIN	FILIPPIN ENGINEERING INC	06/23/2026	0.00	1,930.91
79463	GRANITET	GRANITE TELECOMMUNICATIONS LI	06/23/2026	0.00	385.11
79464	HDL	HINDERLITER DE LLAMAS & ASSOCI	06/23/2026	0.00	660.00
79465	INTERWES	INTERWEST CONSULTING GROUP INC	06/23/2026	0.00	86,291.25
79466	IPC INC	INTEGRATED PERFORMANCE CONSU	06/23/2026	0.00	8,126.00
79467	LACOWAT	LA CO MALIBU TREASURER-WATERW	06/23/2026	0.00	2,277.39
79468	Lance	LSL LLP	06/23/2026	0.00	18,650.00
79469	LAZPARKI	LAZ KARP ASSOCIATES LLC	06/23/2026	0.00	64,272.05
79470	MALAUTO	MALIBU AUTO CARE SPECIALIST	06/23/2026	0.00	4,508.44
79471	MALICOM	MALIBU COMMUNITY LABOR EXCHA	06/23/2026	0.00	1,989.00
79472	MNS	MNS ENGINEERS INC	06/23/2026	0.00	1,400.00
79473	PLATINUM	PLATINUM TOW AND TRANSPORT INC	06/23/2026	0.00	2,333.00
79474	QUADFIN	QUADIENT FINANCE USA INC	06/23/2026	0.00	3,348.00
79475	RINCONC	RINCON CONSULTANTS INC	06/23/2026	0.00	50,573.65
79476	RYLAND	STLR CORPORATION	06/23/2026	0.00	4,076.67
79477	SHEPPMUL	SHEPPARD MULLIN RICHTER & HAMI	06/23/2026	0.00	16,526.50
79478	SPECTRUM	CHARTER COMMUNICATIONS HOLDI	06/23/2026	0.00	2,840.21
79479	TRUNORTH	TRUE NORTH COMPLIANCE SERVICE	06/23/2026	0.00	19,607.50
79480	USLABS	BUREAU VERITAS NORTH AMERICA I	06/23/2026	0.00	64,079.30
79481	VIAWEST	FLEXENTIAL COLORADO CORP	06/23/2026	0.00	3,234.39
79482	WILLSCOT	WILLIAMS SCOTSMAN INC	06/23/2026	0.00	8,522.51
79483	YUNEX	SIEMENS MOBILITY INC	06/23/2026	0.00	1,426.00
79484	ASTLIS	LISA ASTUDILLO	06/23/2026	0.00	440.00
79485	BATESC	CARLA BATES	06/23/2026	0.00	320.46
79486	BISON	ESFANDIAR ZANDI	06/23/2026	0.00	375.00
79487	BONSHE	SHELBY BOND	06/23/2026	0.00	385.00
79488	BUXANN	ANN BUXIE	06/23/2026	0.00	100.00
79489	CAMHEL	HELEN H CAMPANELLA	06/23/2026	0.00	200.00
79490	CHUCKSPA	CHUCK'S PARKING	06/23/2026	0.00	2,016.00
79491	COOPERM	MARSHA COOPER	06/23/2026	0.00	660.00
79492	DANESHJ	JACKLINE DANESHRAD	06/23/2026	0.00	780.00
79493	DAVELI	ELIZABETH DAVIS	06/23/2026	0.00	500.00
79494	FERCANOL	LAURA DEMIERI FERCANO	06/23/2026	0.00	360.00
79495	FULPRO	FULLRANGE PRODUCTION LLC	06/23/2026	0.00	1,650.00
79496	KORALE	ALEXANDER KORCHAGIN	06/23/2026	0.00	15.00
79497	LITTLEFO	ELANA FOXX	06/23/2026	0.00	500.00
79498	MANMIC	MICHAEL ANTHONY MANFREDO	06/23/2026	0.00	450.00
79499	MERRICKJ	JUDY MERRICK	06/23/2026	0.00	160.00
79500	MMARLINS	MALIBU MARLINS SWIM CLUB	06/23/2026	0.00	8,085.00
79501	MOSSER	MOSSER PLUMBING & HEATING INC	06/23/2026	0.00	335.65
79502	RECTORJ	JUSTIN RECTOR	06/23/2026	0.00	61.91
79503	ROMJ	JOHN ROM	06/23/2026	0.00	997.50
79504	ROSENSHE	SHEILA ROSENTHAL	06/23/2026	0.00	320.00
79505	ROUNDSTA	ROUND STAR WEST LLC	06/23/2026	0.00	2,275.00
79506	RTW	RTW MANAGEMENT	06/23/2026	0.00	46,954.00
79507	SARSIM	SARA SIMMS	06/23/2026	0.00	30.00
79508	SENFOU	FOUNDATION FOR SENIOR SERVICES	06/23/2026	0.00	150.00
79509	TAYKAR	KAREN TAYLOR	06/23/2026	0.00	250.00
79510	TOTALGRA	BRIAN SHORE	06/23/2026	0.00	581.06
79511	VALLEYBA	VALLEY BACKFLOW INC.	06/23/2026	0.00	85.00
79512	VALPARK	VALET PARKING PROS LLC	06/23/2026	0.00	952.00
79513	WRIDEF	DEFOREEST WRIGHT	06/23/2026	0.00	500.00
79514	USBANK	US BANK	06/24/2026	0.00	80,049.79
79515	AETNA	HEALTH AND HUMAN RESOURCE CE	06/24/2026	0.00	194.60
79516	AFLAC	AFLAC-AMERICAN FAMILY LIFE ASSI	06/24/2026	0.00	958.74
79517	BlueShie	BLUE SHIELD OF CALIFORNIA	06/24/2026	0.00	1,697.37

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79518	DELTADE	DELTA DENTAL OF CALIFORNIA	06/24/2026	0.00	8,130.11
79519	STANDARD	STANDARD INSURANCE COMPANY N	06/24/2026	0.00	11,278.38
79520	STANDARD	STANDARD INSURANCE COMPANY N	06/24/2026	0.00	351.28
79521	USBANK2	US BANK	06/24/2026	0.00	1,036.28
79522	13STARS	13 STARS MEDIA	06/25/2026	0.00	1,072.00
79523	AIPM	ANIMAL & INSECT PEST MANAGEME	06/25/2026	0.00	12,010.00
79524	ANAWALT	ANAWALT LUMBER CO INC	06/25/2026	0.00	187.74
79525	BLUETRIT	BLUETRITON BRANDS INC	06/25/2026	0.00	308.78
79526	CALCOAS	CAL-COAST MACHINERY INC	06/25/2026	0.00	997.94
79527	DUFSUS	SUSIE DUFF	06/25/2026	0.00	500.00
79528	ELIALE	ALEXANDRA ELIZONDO	06/25/2026	0.00	59.50
79529	ENHANCE2	ENHANCED LANDSCAPE MANAGEMI	06/25/2026	0.00	29,810.32
79530	GIINDUS	GI INDUSTRIES	06/25/2026	0.00	4,556.14
79531	HEINTAY	TAYLOR HEINRICH	06/25/2026	0.00	240.00
79532	JOHLOI	LOIS JOHNSON	06/25/2026	0.00	250.00
79533	LACOWAT	LA CO MALIBU TREASURER-WATERW	06/25/2026	0.00	9,830.10
79534	NATIONA	NATIONAL CONSTRUCTION RENTALS	06/25/2026	0.00	1,999.05
79535	PAMCO	PAMELA BURTON & CO	06/25/2026	0.00	250.00
79536	PHIKEV	KEVIN PHILLIPS	06/25/2026	0.00	240.00
79537	RPBARRI	R P BARRICADE INC	06/25/2026	0.00	648.91
79538	SKIALE	ALEX SKINNER	06/25/2026	0.00	640.00
79539	SMASH	SMASH ATHLETICS INC	06/25/2026	0.00	750.67
79540	SPECTRA	SPECTRASYSTEMS INC	06/25/2026	0.00	4,231.00
79541	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	06/25/2026	0.00	3,346.00
79542	UNITEDSI	UNITED SITE SERVICES OF CALIFORN	06/25/2026	0.00	3,327.33
79543	WAXIE	WAXIE ENTERPRISES LLC	06/25/2026	0.00	1,628.25
79544	WEIANN	ANNETTE WEIL	06/25/2026	0.00	240.00
79545	13STARS	13 STARS MEDIA	06/30/2026	0.00	416.16
79546	ANAWALT	ANAWALT LUMBER CO INC	06/30/2026	0.00	144.25
79547	CRPRINT	EARTH PRINT INC	06/30/2026	0.00	1,837.08
79548	EKMBRA	BRAYDEN EKMAN	06/30/2026	0.00	11.93
79549	FRONTIER	FRONTIER CALIFORNIA INC	06/30/2026	0.00	692.08
79550	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/30/2026	0.00	25.00
79551	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/30/2026	0.00	25.00
79552	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/30/2026	0.00	25.00
79553	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/30/2026	0.00	25.00
79554	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/30/2026	0.00	25.00
79555	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/30/2026	0.00	25.00
79556	LACOCLE	LA COUNTY REGISTRAR-RECORDER	06/30/2026	0.00	25.00
79557	LACOWAT	LA CO MALIBU TREASURER-WATERW	06/30/2026	0.00	10.00
79558	LACOWATW	LOS ANGELES COUNTY WATERWORK	06/30/2026	0.00	17,531.35
79559	LONGJO	JOHN LONG	06/30/2026	0.00	204.67
79560	NARDAM	DAMIAN NARCIZO	06/30/2026	0.00	2,755.76
79561	RIGGINS	MARIANNE RIGGINS	06/30/2026	0.00	874.02
79562	RPBARRI	R P BARRICADE INC	06/30/2026	0.00	148.18
79563	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	06/30/2026	0.00	821.08
79564	SCGas	SOUTHERN CALIFORNIA GAS COMPA	06/30/2026	0.00	20.35
79565	WILLET	LATRICE WILLIAMS	06/30/2026	0.00	663.20
79566	23676-23	23676-23726 MALIBU RD LLC	06/30/2026	0.00	39.94
79567	BBK	BEST BEST & KRIEGER LLP	06/30/2026	0.00	209,924.76
79568	CAHIGH	DEPT OF THE CA HIGHWAY PATROL	06/30/2026	0.00	81,699.42
79569	CHEVRON2	WRIGHT EXPRESS FSC WEX BANK	06/30/2026	0.00	1,358.95
79570	COTTON	COTTON SHIRES & ASSOCIATES INC	06/30/2026	0.00	150,500.30
79571	FOXONSIT	FOX ONSITE SOLUTIONS INC	06/30/2026	0.00	29,185.00
79572	FOXWEATH	FOX WEATHER LLC	06/30/2026	0.00	400.00
79573	KIMLEY	KIMLEY-HORN AND ASSOC INC	06/30/2026	0.00	5,003.26
79574	LACOANI	LA CO ANIMAL CARE & CONTROL	06/30/2026	0.00	3,952.62

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79575	LACOSHE	LA CO SHERIFF'S DEPARTMENT	06/30/2026	0.00	8,158.65
79576	MASTERCO	MASTER COOLING CORPORATION	06/30/2026	0.00	2,055.32
79577	PEOPCON	THE PEOPLE CONCERN	06/30/2026	0.00	32,929.00
			Report Total (278 checks):	0.00	4,104,193.12

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Accounts Payable

Transactions by Account

User: sflores
Printed: 07/01/2026 - 11:13AM
Batch: 00000.00.0000

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 18.06.2026 Vision Care-Cobra-Du	06/24/2026	79517	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 18.06.2026 Vision Care-Cobra-Gir	06/24/2026	79517	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 18.06.2026 Vision Care-Cobra-Mc	06/24/2026	79517	28.53	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 18.06.2026 Vision Care-Cobra-Alt	06/24/2026	79517	9.68	
		Vendor Subtotal:			57.57	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Cobra-Pa	06/24/2026	79518	-473.25	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Cobra-Wc	06/24/2026	79518	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Cobra-Sal	06/24/2026	79518	-473.25	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Cobra-Ar	06/24/2026	79518	-150.18	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Cobra-Du	06/24/2026	79518	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Cobra-Es	06/24/2026	79518	-473.25	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Cobra-Mc	06/24/2026	79518	157.75	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Cobra-Wc	06/24/2026	79518	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Cobra-Gi	06/24/2026	79518	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Cobra-Al	06/24/2026	79518	50.06	
		Vendor Subtotal:			-1,161.88	
100-0000-3464-00	SHERI JOHNSON	Reissue CK 77566 - Ref - Winter Bask	06/15/2026	79409	240.00	
		Vendor Subtotal:			240.00	
100-0000-3466-00	KIMBERLY FORD	Reissue CK 66185 - Ref - Seawolves S	06/15/2026	79408	61.25	
		Vendor Subtotal:			61.25	
100-0000-3467-00	TAYLOR HEINRICH	Ref - Flag Football 6/15 - 6/18/26	06/24/2026	79531	240.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			240.00	
100-0000-3467-00	HEDIYEH NIKBAKHT	Ref - Ultimate Sports 6/22 - 7/25/26	06/11/2026	79353	230.00	
		Vendor Subtotal:			230.00	
100-0000-3467-00	ALEX SKINNER	Ref - Pokemon Art Academy 6/15 - 6/	06/24/2026	79538	640.00	
		Vendor Subtotal:			640.00	
100-0000-3470-00	ALEXANDER KORCHAGIN	Ref - Art & Yoga Workshop 6/2/26	06/23/2026	79496	15.00	
		Vendor Subtotal:			15.00	
100-0000-3470-00	KEVIN PHILLIPS	Ref - Dog Obedience 6/15 - 7/20/26	06/24/2026	79536	240.00	
		Vendor Subtotal:			240.00	
100-0000-3470-00	SARA SIMMS	Ref - Art & Yoga Workshop 6/2/26	06/23/2026	79507	30.00	
		Vendor Subtotal:			30.00	
100-0000-3470-00	ANNETTE WEIL	Ref - Dog Obedience 6/15 - 6/20/26	06/24/2026	79544	240.00	
		Vendor Subtotal:			240.00	
100-0000-3600-00	LOS ANGELES COUNTY WATER\	Comprehensive Water Conservation (F	06/30/2026	79558	17,531.35	000004731
		Vendor Subtotal:			17,531.35	
100-3001-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	31.05	
		Vendor Subtotal:			31.05	
100-3001-5100-00	FOX WEATHER LLC	Weather Forecasting - Jun '26	06/30/2026	79572	400.00	000004668
		Vendor Subtotal:			400.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-3001-5120-00	BURNS PACIFIC CONSTRUCTIOI	Task 7: Yard Rental - Mar '26	06/22/2026	79430	8,250.00	000004401
100-3001-5120-00	BURNS PACIFIC CONSTRUCTIOI	Task 1: Routine Maint - May '26	06/22/2026	79430	53,913.75	000004401
100-3001-5120-00	BURNS PACIFIC CONSTRUCTIOI	Task 7: Yard Rental - May '26	06/22/2026	79430	9,000.00	000004401
		Vendor Subtotal:			71,163.75	
100-3001-5121-01	SCA OF CA LLC	Street Sweeping Svcs - May '26	06/22/2026	79451	11,491.20	000004404
		Vendor Subtotal:			11,491.20	
100-3001-5123-01	BURNS PACIFIC CONSTRUCTIOI	Task 3: Storm Drain Maint - May '26	06/22/2026	79430	3,749.76	000004401
		Vendor Subtotal:			3,749.76	
100-3001-5124-00	SIEMENS MOBILITY INC	Traffic Signal Callouts - May '26	06/23/2026	79483	820.00	000004120
100-3001-5124-00	SIEMENS MOBILITY INC	Traffic Signal Maint - May '26	06/23/2026	79483	606.00	000004120
		Vendor Subtotal:			1,426.00	
100-3001-5127-00	BURNS PACIFIC CONSTRUCTIOI	Task 2: Brush Clearance - May '26	06/22/2026	79430	53,950.57	000004401
		Vendor Subtotal:			53,950.57	
100-3001-5300-00	JULIE SANTIA	Reimb - Mileage APWA So Cal - J. Sa	06/12/2026	79381	51.19	
		Vendor Subtotal:			51.19	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Traffic Control - Apr '26	06/12/2026	79382	142.68	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Street Lamps - May '26	06/12/2026	79382	16.45	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	St Lighting - Apr '26	06/12/2026	79382	3,390.11	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Winter Cyn - Apr '26	06/12/2026	79382	102.34	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Webb Way Signal - Apr '26	06/12/2026	79382	165.06	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Credit Adj - Apr '26	06/12/2026	79382	-2.38	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Cross Creek Rd Ped - Apr '26	06/12/2026	79382	14.98	
		Vendor Subtotal:			3,829.24	
100-3001-5725-00	GI INDUSTRIES	Garbage - City Yard 5/1 - 5/15/26	06/11/2026	79341	1,063.40	
100-3001-5725-00	GI INDUSTRIES	Garbage - City Yard 5/16 - 5/31/26	06/22/2026	79440	1,430.04	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-3001-5725-00	GI INDUSTRIES	Garbage - Bus Stop/Cross Creek - Jun	06/24/2026	79530	2,648.25	
		Vendor Subtotal:			5,141.69	
100-3001-6160-00	ANAWALT LUMBER CO INC	PW - Supplies	06/22/2026	79413	101.34	
100-3001-6160-00	ANAWALT LUMBER CO INC	PW - Supplies	06/30/2026	79546	57.31	
100-3001-6160-00	ANAWALT LUMBER CO INC	PW - Supplies	06/30/2026	79546	86.94	
		Vendor Subtotal:			245.59	
100-3001-6160-00	BURNS PACIFIC CONSTRUCTIOI	Supplies - May '26	06/22/2026	79430	175.99	000004401
100-3001-6160-00	BURNS PACIFIC CONSTRUCTIOI	Supplies - May '26	06/22/2026	79430	583.69	000004401
		Vendor Subtotal:			759.68	
100-3001-6160-00	R P BARRICADE INC	PW - Signs	06/30/2026	79562	148.18	
		Vendor Subtotal:			148.18	
100-3001-6160-00	UNDERGROUND SERVICE ALER	Dig Alerts - May '26	06/22/2026	79455	177.70	
100-3001-6160-00	UNDERGROUND SERVICE ALER	Monthly Fee - May '26	06/22/2026	79455	39.33	
		Vendor Subtotal:			217.03	
100-3001-7800-00	CALIFORNIA BARRICADE RENT	Solar Tech - Portable Message Boards	06/22/2026	79431	41,194.73	000004705
		Vendor Subtotal:			41,194.73	
100-3007-5610-00	INTEGRATED PERFORMANCE C	CCSTF Operation/Maint - Apr '26	06/11/2026	79314	3,913.00	000003241
100-3007-5610-00	INTEGRATED PERFORMANCE C	CCSTF Operation/Maint - May '26	06/23/2026	79466	3,913.00	000003241
		Vendor Subtotal:			7,826.00	
100-3007-5610-01	INTEGRATED PERFORMANCE C	PCSTF Operation/Maint - Apr '26	06/11/2026	79314	3,913.00	000003241
100-3007-5610-01	INTEGRATED PERFORMANCE C	PCSTF Operation/Maint - May '26	06/23/2026	79466	3,913.00	000003241
		Vendor Subtotal:			7,826.00	
100-3007-5655-00	INTEGRATED PERFORMANCE C	Remote Access Fee - Apr '26	06/11/2026	79314	300.00	000003241

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-3007-5655-00	INTEGRATED PERFORMANCE C	Remote Access Fee - May '26	06/23/2026	79466	300.00	000003241
		Vendor Subtotal:			600.00	
100-3007-5722-00	SOUTHERN CALIFORNIA EDISO	CCSTF - Apr '26	06/12/2026	79382	556.81	
		Vendor Subtotal:			556.81	
100-3007-5723-00	LA CO MALIBU TREASURER-WA	Water - CCSTF 3/9 - 5/6/26 Acct#291.	06/11/2026	79317	543.70	
100-3007-5723-00	LA CO MALIBU TREASURER-WA	Water - Broad Beach Irrigation 3/18-5/	06/22/2026	79447	217.48	
		Vendor Subtotal:			761.18	
100-3008-4202-00	CalPERS Health	PR 18.06.2026 Health Insur-DuBoux-.	06/24/2026	0	1,065.79	
		Vendor Subtotal:			1,065.79	
100-3008-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	98.28	
		Vendor Subtotal:			98.28	
100-3008-5100-00	CROSSING GUARD SERVICES LI	Crossing Guard Svcs - May '26	06/22/2026	79434	4,560.00	000004595
		Vendor Subtotal:			4,560.00	
100-3008-5100-00	INFINITY TECHNOLOGIES	GIS Svcs - May '26	06/22/2026	79444	1,655.00	000004377
		Vendor Subtotal:			1,655.00	
100-3008-5100-00	MNS ENGINEERS INC	Task 1: Malibu Creek Ecological Rest	06/22/2026	79449	123.38	000004331
100-3008-5100-00	MNS ENGINEERS INC	Task 1: Malibu Creek Ecological Rest	06/22/2026	79449	61.69	000004331
100-3008-5100-00	MNS ENGINEERS INC	FEMA/Floodplain Ordinance 4/27 - 5/	06/22/2026	79449	61.69	000004331
		Vendor Subtotal:			246.76	
100-3008-5300-00	BRANDIE AYALA	FY 25/26 Tuition Reimbursement - Fa	06/12/2026	79368	2,500.00	
		Vendor Subtotal:			2,500.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-3008-5330-00	US BANK	PW-9462 Board of Prof. Engineers - A	06/24/2026	79514	180.00	
		Vendor Subtotal:			180.00	
100-3008-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Public Works	06/22/2026	79424	38.35	
		Vendor Subtotal:			38.35	
100-4001-4202-00	CalPERS Health	PR 18.06.2026 Health Insur-Quintana-	06/24/2026	0	1,128.53	
		Vendor Subtotal:			1,128.53	
100-4001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 18.06.2026 Vision Care-Quintana-.	06/24/2026	79517	9.68	
100-4001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 18.06.2026 Vision Care-Winkler-Ju	06/24/2026	79517	-7.62	
		Vendor Subtotal:			2.06	
100-4001-4204-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Quintana-	06/24/2026	79518	50.06	
		Vendor Subtotal:			50.06	
100-4001-4205-00	STANDARD INSURANCE COMPA	PR 18.06.2026 Life Insur-Quintana-Ju	06/24/2026	79519	8.60	
		Vendor Subtotal:			8.60	
100-4001-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	79.78	
		Vendor Subtotal:			79.78	
100-4001-4213-00	HEALTH AND HUMAN RESOURC	PR 18.06.2026 Employee Assistance-C	06/24/2026	79515	1.39	
100-4001-4213-00	HEALTH AND HUMAN RESOURC	PR 18.06.2026 Employee Assistance-C	06/24/2026	79515	1.39	
		Vendor Subtotal:			2.78	
100-4001-6160-00	BLUETRITON BRANDS INC	Water Delivery for MHS Pool/Bluffs S	06/24/2026	79525	133.38	
100-4001-6160-00	BLUETRITON BRANDS INC	Water Delivery for MHS Pool/Bluffs S	06/24/2026	79525	175.40	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			308.78	
100-4001-6160-00	US BANK	CS-6305 Amazon/Conejo - Rec Suppl	06/24/2026	79514	366.35	
100-4001-6160-00	US BANK	CS-2402 Amazon - Dual Monitor Stan	06/24/2026	79514	39.68	
		Vendor Subtotal:			406.03	
100-4001-6400-00	SMASH ATHLETICS INC	CSD - Polos, Hats, Sweatshirts	06/24/2026	79539	750.67	
		Vendor Subtotal:			750.67	
100-4002-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	10.12	
		Vendor Subtotal:			10.12	
100-4002-5107-00	MALIBU MARLINS SWIM CLUB	Marlins Swim Team 5/5 - 5/29/26	06/23/2026	79500	8,085.00	
		Vendor Subtotal:			8,085.00	
100-4002-5340-00	JUSTIN RECTOR	Mileage - Apr '26	06/23/2026	79502	61.91	
		Vendor Subtotal:			61.91	
100-4002-5340-00	SEBASTIAN SPIROGLOU	Mileage - May '26	06/12/2026	79385	19.28	
		Vendor Subtotal:			19.28	
100-4003-5107-00	DOUGLAS KENT	Lecturer - Malibu Monarch Project 5/1	06/11/2026	79342	310.00	
		Vendor Subtotal:			310.00	
100-4003-5107-00	PAMELA BURTON & CO	Lecturer - Malibu Monarch Project 6/1	06/24/2026	79535	250.00	
		Vendor Subtotal:			250.00	
100-4003-5401-00	13 STARS MEDIA	Ad - Malibu Monarch Project 6/4/26	06/24/2026	79522	268.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			268.00	
100-4003-5721-00	US BANK	CS-1673 Satellite Phone Store - Charn	06/24/2026	79514	72.79	
		Vendor Subtotal:			72.79	
100-4003-6160-00	ANAWALT LUMBER CO INC	Charmlee - Supplies	06/24/2026	79524	49.45	
		Vendor Subtotal:			49.45	
100-4003-6160-00	ALEXANDRA ELIZONDO	Reimb - Charmlee Event Supplies 6/9/	06/24/2026	79528	59.50	
		Vendor Subtotal:			59.50	
100-4003-6160-00	US BANK	CS-8795 Bright Event Rentals - Natur	06/24/2026	79514	1,700.74	
100-4003-6160-00	US BANK	CS-2402 Etsy/Amazon - Nature Ctr St	06/24/2026	79514	500.83	
100-4003-6160-00	US BANK	CS-1673 Michaels/HD - Garden Suppl	06/24/2026	79514	43.82	
100-4003-6160-00	US BANK	CS-1563 Wall Decor Superstore - Cha	06/24/2026	79514	165.71	
		Vendor Subtotal:			2,411.10	
100-4004-5401-00	13 STARS MEDIA	Ad - Summer Day Camps 5/14/26	06/11/2026	79330	268.00	
100-4004-5401-00	13 STARS MEDIA	Ad - Summer Day Camps 6/4/26	06/24/2026	79522	268.00	
		Vendor Subtotal:			536.00	
100-4004-5401-00	BRIAN SHORE	Banners - Summer Camp	06/12/2026	79386	263.45	000004684
		Vendor Subtotal:			263.45	
100-4004-5401-00	US BANK	CS-0745 PeachJar - Summer Camp Fl	06/24/2026	79514	350.00	
		Vendor Subtotal:			350.00	
100-4005-5107-00	FULLRANGE PRODUCTION LLC	Audio/Visual - Go Skate Day 6/20/26	06/23/2026	79495	1,650.00	
		Vendor Subtotal:			1,650.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4005-5401-00	BRIAN SHORE	Banners - Skate Camp Opening June 2	06/11/2026	79361	276.62	000004684
		Vendor Subtotal:			276.62	
100-4005-6160-00	ESFANDIAR ZANDI	Meal Vendor - Go Skate Day 6/20/26	06/23/2026	79486	375.00	
		Vendor Subtotal:			375.00	
100-4005-6160-00	DRIZZLE CO LLC	Ice Cream - Go Skate Day 6/20/26	06/12/2026	79369	700.00	
		Vendor Subtotal:			700.00	
100-4005-6160-00	BRIAN SHORE	Banner - Skate Park	06/23/2026	79510	362.22	000004684
		Vendor Subtotal:			362.22	
100-4005-6160-00	US BANK	CS-8795 Go Skate Day Supplies 6/20/	06/24/2026	79514	5,373.31	
		Vendor Subtotal:			5,373.31	
100-4006-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	5.12	
		Vendor Subtotal:			5.12	
100-4006-5107-00	JOHN ROM	Instructor - Parent & Me Tennis 4/18 -	06/23/2026	79503	420.00	
100-4006-5107-00	JOHN ROM	Instructor - Youth Tennis 4/18 - 5/30/2	06/23/2026	79503	577.50	
		Vendor Subtotal:			997.50	
100-4007-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	5.99	
		Vendor Subtotal:			5.99	
100-4007-5107-00	GAYLENE CASCIONE	Instructor - Parent & Me Dance 4/17 -	06/11/2026	79336	735.00	
		Vendor Subtotal:			735.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4007-5107-00	RICHARD LEMMO	Instructor - Webster Improv Acting 4/1	06/12/2026	79374	980.00	
		Vendor Subtotal:			980.00	
100-4007-5107-00	CHERYL LEV	Instructor - Parent & Me Music Togetl	06/11/2026	79349	630.00	
		Vendor Subtotal:			630.00	
100-4007-5107-00	ELANA FOXX	Instructor - Art & Yoga 6/2 - 6/3/26	06/23/2026	79497	500.00	
		Vendor Subtotal:			500.00	
100-4007-5107-00	ROUND STAR WEST LLC	Instructor - Webster Soccer 4/15 - 5/27	06/23/2026	79505	1,347.50	
100-4007-5107-00	ROUND STAR WEST LLC	Instructor - Soccer Sundays Ages 4-6;	06/23/2026	79505	332.50	
100-4007-5107-00	ROUND STAR WEST LLC	Instructor - Soccer Sundays Ages 3-4;	06/23/2026	79505	315.00	
100-4007-5107-00	ROUND STAR WEST LLC	Instructor - Soccer Sundays Ages 2-3;	06/23/2026	79505	280.00	
		Vendor Subtotal:			2,275.00	
100-4007-5107-00	KAREN TAYLOR	Instructor - Intermediate Dog Obedien	06/11/2026	79358	945.00	
100-4007-5107-00	KAREN TAYLOR	Instructor - Dog Obedience 5/29/26	06/23/2026	79509	250.00	
		Vendor Subtotal:			1,195.00	
100-4007-6160-00	US BANK	CS-8795 NCSI - Background Checks	06/24/2026	79514	74.00	
100-4007-6160-00	US BANK	CS-6305 Prime/Ralphs - Film Supplie:	06/24/2026	79514	13.38	
		Vendor Subtotal:			87.38	
100-4008-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	5.12	
		Vendor Subtotal:			5.12	
100-4008-5107-00	LISA ASTUDILLO	Instructor - Soul Line Dancing - May '	06/23/2026	79484	440.00	
		Vendor Subtotal:			440.00	
100-4008-5107-00	SHELBY BOND	Entertainment - Sr. Luncheon 6/18/26	06/23/2026	79487	385.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			385.00	
100-4008-5107-00	HELEN H CAMPANELLA	Instructor - Painting with Helen 5/20/2	06/23/2026	79489	200.00	
		Vendor Subtotal:			200.00	
100-4008-5107-00	MARSHA COOPER	Instructor - Stretch & Strength - May '	06/23/2026	79491	660.00	
		Vendor Subtotal:			660.00	
100-4008-5107-00	JACKLINE DANESHRAD	Instructor - Cardio Salsa - May '26	06/23/2026	79492	780.00	
		Vendor Subtotal:			780.00	
100-4008-5107-00	LAURA DEMIERI FERCANO	Instructor - Choir - May '26	06/23/2026	79494	360.00	
		Vendor Subtotal:			360.00	
100-4008-5107-00	MICHAEL ANTHONY MANFREDO	Instructor - Yoga/Tai Chi - May '26	06/23/2026	79498	450.00	
		Vendor Subtotal:			450.00	
100-4008-5107-00	JUDY MERRICK	Instructor - Relax Through Coloring -	06/23/2026	79499	160.00	
		Vendor Subtotal:			160.00	
100-4008-5107-00	SHEILA ROSENTHAL	Instructor - Knitting - May '26	06/23/2026	79504	320.00	
		Vendor Subtotal:			320.00	
100-4008-5107-00	FOUNDATION FOR SENIOR SERV	Nutrition Workshop 5/28/26	06/23/2026	79508	150.00	
		Vendor Subtotal:			150.00	
100-4008-6160-00	US BANK	CS-1563 Sr Luncheon/Coffee Cart Sup	06/24/2026	79514	1,981.22	
100-4008-6160-00	US BANK	CS-8795 Howdy's - Sr Luncheon 5/21/	06/24/2026	79514	1,820.17	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			3,801.39	
100-4008-6175-00	VALET PARKING PROS LLC	Sr Excursion - Queen Mary 6/23/26	06/23/2026	79512	952.00	
		Vendor Subtotal:			952.00	
100-4008-6176-00	US BANK	CS-1563 Redondo Beach - Whale Wat	06/24/2026	79514	626.18	
		Vendor Subtotal:			626.18	
100-4010-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	14.69	
		Vendor Subtotal:			14.69	
100-4010-4213-00	HEALTH AND HUMAN RESOURC	PR 18.06.2026 Employee Assistance-I	06/24/2026	79515	1.39	
		Vendor Subtotal:			1.39	
100-4010-5100-00	AMERICAN GLOBAL SECURITY	Trancas - Security Svcs - May '26	06/12/2026	79366	1,050.00	000004128
100-4010-5100-00	AMERICAN GLOBAL SECURITY	Equestrian - Security Svcs - May '26	06/12/2026	79366	1,050.00	000004128
		Vendor Subtotal:			2,100.00	
100-4010-5100-00	ENHANCED LANDSCAPE MANA	City Parks Landscape Maint/Liners - M	06/24/2026	79529	26,020.32	000004317
		Vendor Subtotal:			26,020.32	
100-4010-5100-00	ULTIMATE MAINTENANCE SER	City Parks Janitorial Svcs - Apr '26	06/12/2026	79387	3,346.00	000004018
100-4010-5100-00	ULTIMATE MAINTENANCE SER	City Parks Janitorial Svcs - May '26	06/12/2026	79387	3,346.00	000004018
100-4010-5100-00	ULTIMATE MAINTENANCE SER	City Parks Janitorial Svcs - Jun '26	06/24/2026	79541	3,346.00	000004018
		Vendor Subtotal:			10,038.00	
100-4010-5127-00	ENHANCED LANDSCAPE MANA	Trancas - Slope Weed Abatement	06/24/2026	79529	1,540.00	
		Vendor Subtotal:			1,540.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4010-5130-00	ANIMAL & INSECT PEST MANAG	Bluffs - Rodent Exclusion 3/24/26	06/24/2026	79523	10,720.00	000004730
			Vendor Subtotal:		10,720.00	
100-4010-5130-00	ANAWALT LUMBER CO INC	Bluffs - Supplies	06/24/2026	79524	22.03	
100-4010-5130-00	ANAWALT LUMBER CO INC	Charmlee - Supplies	06/24/2026	79524	94.23	
100-4010-5130-00	ANAWALT LUMBER CO INC	Charmlee - Supplies	06/24/2026	79524	7.71	
			Vendor Subtotal:		123.97	
100-4010-5130-00	ENHANCED LANDSCAPE MANA	Trancas - Seed Topper	06/24/2026	79529	650.00	
100-4010-5130-00	ENHANCED LANDSCAPE MANA	Charmlee - Tree Removal	06/24/2026	79529	1,600.00	
			Vendor Subtotal:		2,250.00	
100-4010-5130-00	R P BARRICADE INC	PCH Median - 2 Way Channelizer	06/24/2026	79537	139.30	
100-4010-5130-00	R P BARRICADE INC	Bluffs - Handicap Signs	06/24/2026	79537	509.61	
			Vendor Subtotal:		648.91	
100-4010-5130-00	SPECTRASYSTEMS INC	Bluffs - Playground Surface Repairs	06/24/2026	79540	4,231.00	
			Vendor Subtotal:		4,231.00	
100-4010-5610-00	ACE SANDBLASTING CORPORA	Charmlee - Sandblasting for Mural	06/11/2026	79333	2,850.00	
			Vendor Subtotal:		2,850.00	
100-4010-5610-00	ANIMAL & INSECT PEST MANAG	Bluffs/MLC - Roach Treatment 5/17/2	06/24/2026	79523	645.00	
100-4010-5610-00	ANIMAL & INSECT PEST MANAG	Bluffs/MLC - 2nd Roach Treatment 5/	06/24/2026	79523	645.00	
			Vendor Subtotal:		1,290.00	
100-4010-5610-00	ANAWALT LUMBER CO INC	Charmlee - Supplies	06/24/2026	79524	15.96	
100-4010-5610-00	ANAWALT LUMBER CO INC	Credit - Charmlee Supplies	06/24/2026	79524	-1.64	
			Vendor Subtotal:		14.32	
100-4010-5610-00	MOSSER PLUMBING & HEATING	Bluffs - Drain Blockage Cleared 5/29/	06/23/2026	79501	335.65	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			335.65	
100-4010-5610-00	PULLING PAINT LLC	Charmlee - Walt & Lucile Keller Natu	06/12/2026	79377	1,847.00	
		Vendor Subtotal:			1,847.00	
100-4010-5610-00	VALLEY BACKFLOW INC.	Las Flores - Backflow Testing	06/23/2026	79511	85.00	
		Vendor Subtotal:			85.00	
100-4010-5640-00	CAL-COAST MACHINERY INC	Gator Maintenance	06/24/2026	79526	997.94	
		Vendor Subtotal:			997.94	
100-4010-5710-00	NATIONAL CONSTRUCTION RE	Bluffs Portable Toilets 5/28 - 6/24/26	06/24/2026	79534	941.10	
		Vendor Subtotal:			941.10	
100-4010-5710-00	UNITED SITE SERVICES OF CAL	Sink/Tank Rental 3/10 - 4/6/26	06/24/2026	79542	1,109.11	
100-4010-5710-00	UNITED SITE SERVICES OF CAL	Sink/Tank Rental 4/7 - 5/4/26	06/24/2026	79542	1,109.11	
100-4010-5710-00	UNITED SITE SERVICES OF CAL	Sink/Tank Rental 5/5 - 6/1/26	06/24/2026	79542	1,109.11	
		Vendor Subtotal:			3,327.33	
100-4010-5721-00	FRONTIER CALIFORNIA INC	Trancas Septic, Trancas Park - Jun '26	06/12/2026	79371	77.48	
		Vendor Subtotal:			77.48	
100-4010-5721-00	CHARTER COMMUNICATIONS I	Bluffs Park Security Cameras - Jun '26	06/23/2026	79478	1,639.23	
		Vendor Subtotal:			1,639.23	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	PCH Median - Apr '26	06/12/2026	79382	16.71	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	Rambla Pacifico - Apr '26	06/12/2026	79382	16.10	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	Bluffs Park Lift Station - Apr '26	06/12/2026	79382	94.47	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	Community Services - Apr '26	06/12/2026	79382	830.20	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			957.48	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Irrigation Cross Creek 3/9-3/9/	06/11/2026	79348	1,117.10	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - PCH Median 3/9-5/6/26 Acct#	06/11/2026	79348	692.82	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - PCH Median 3/9-5/6/26 Acct#	06/11/2026	79348	255.08	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Irrigation Broad Beach 3/18-5/	06/24/2026	79533	108.74	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Bluffs 3/25-5/26/26 Acct#291(	06/24/2026	79533	1,126.50	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Charmlee 3/18-5/18/26 Acct#2	06/24/2026	79533	609.50	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Bluffs Skate 4/10-5/26/26 Acc	06/24/2026	79533	217.48	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Equestrian 3/16-5/13/26 Acct#	06/24/2026	79533	609.50	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Fireline Equestrian 3/16-5/13/	06/24/2026	79533	1,548.08	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Irrigation Trancas 3/18-5/18/2(	06/24/2026	79533	5,610.30	
		Vendor Subtotal:			11,895.10	
100-4010-5725-00	GI INDUSTRIES	Garbage - Bluffs/Equestrian - Jun '26 /	06/24/2026	79530	1,239.63	
100-4010-5725-00	GI INDUSTRIES	Garbage - Charmlee - Jun '26 Acct#23	06/24/2026	79530	273.09	
		Vendor Subtotal:			1,512.72	
100-4010-6160-00	ATHACO INC	Signs - Skate Park Rules	06/12/2026	79375	534.05	
		Vendor Subtotal:			534.05	
100-4010-6160-00	US BANK	CS-1673 Amazon - Hose for Bluffs Gi	06/24/2026	79514	37.13	
		Vendor Subtotal:			37.13	
100-4010-6160-00	WAXIE ENTERPRISES LLC	Trancas - Restroom Supplies	06/24/2026	79543	246.47	
100-4010-6160-00	WAXIE ENTERPRISES LLC	Bluffs/MLC - Restroom Supplies	06/24/2026	79543	739.42	
100-4010-6160-00	WAXIE ENTERPRISES LLC	Bluffs/Skate - Restroom Supplies	06/24/2026	79543	642.36	
		Vendor Subtotal:			1,628.25	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Bluffs - Irrigation Repairs	06/11/2026	79338	272.56	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Trancas - Irrigation Repairs	06/11/2026	79338	1,226.56	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Cross Creek - Irrigation Repairs	06/11/2026	79338	329.16	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	PCH Median - Irrigation Repairs	06/11/2026	79338	374.30	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			2,202.58	
100-4011-5107-00	BENJAMIN A. SUBER	Reissue CK 70509 - Radius Map/Labe	06/15/2026	79411	110.00	
100-4011-5107-00	BENJAMIN A. SUBER	Reissue CK 685385 - Radius Map Ch	06/15/2026	79411	110.00	
100-4011-5107-00	BENJAMIN A. SUBER	Reissue CK 67072 - Updated Mailing	06/15/2026	79411	110.00	
100-4011-5107-00	BENJAMIN A. SUBER	Reissue CK 65343 - Chumash Day Ma	06/15/2026	79411	330.00	
		Vendor Subtotal:			660.00	
100-4011-6160-00	US BANK	CS-2402 Special Event Supplies	06/24/2026	79514	1,762.70	
100-4011-6160-00	US BANK	CS-8795 Webstaurant Store - Galvaniz	06/24/2026	79514	214.01	
		Vendor Subtotal:			1,976.71	
100-4012-5107-00	FULLRANGE PRODUCTION LLC	Audio/Visual - Morning View Staged I	06/12/2026	79372	1,850.00	
		Vendor Subtotal:			1,850.00	
100-4012-5401-00	13 STARS MEDIA	Ad - Blue/Unger Exhibit 5/14/26	06/11/2026	79330	268.00	
100-4012-5401-00	13 STARS MEDIA	Ad - Summmer Jubilations 6/11/26	06/24/2026	79522	268.00	
		Vendor Subtotal:			536.00	
100-4012-5405-00	US BANK	CS-8795 Lulu Press - Student Poetry A	06/24/2026	79514	2,020.30	
100-4012-5405-00	US BANK	CS-1563 Lulu Press - Student Antholo	06/24/2026	79514	1,127.73	
		Vendor Subtotal:			3,148.03	
100-4012-6160-00	BRITTANY SALEAUMUA	Reimb - Art Reception Refreshments S	06/11/2026	79356	65.98	
		Vendor Subtotal:			65.98	
100-4012-6160-00	BRIAN SHORE	Banner - Art Gallery	06/23/2026	79510	218.84	000004684
		Vendor Subtotal:			218.84	
100-4012-6160-00	US BANK	CS-1563 Fabulous Events - Table Linc	06/24/2026	79514	271.40	
100-4012-6160-00	US BANK	CS-2402 Art Exhibit Supplies 5/17/26	06/24/2026	79514	515.33	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4012-6160-00	US BANK	CS-1563 Amazon - Poetry Summit Gr	06/24/2026	79514	79.37	
100-4012-6160-00	US BANK	CS-1563 Fabulous Events - Damage W	06/24/2026	79514	10.97	
		Vendor Subtotal:			877.07	
100-7001-5100-00	LATANYA KIRKCARTER	School District Separation - Oct to Ma	06/08/2026	79397	15,023.11	000003280
		Vendor Subtotal:			15,023.11	
100-7001-5100-00	STLR CORPORATION	School District Separation 4/28 - 5/29/	06/23/2026	79476	4,076.67	000003541
		Vendor Subtotal:			4,076.67	
100-7001-5104-00	CALIFORNIA STRATEGIES & AD	Lobbying Svcs - May '26	06/11/2026	79303	12,500.00	000003092
		Vendor Subtotal:			12,500.00	
100-7001-5300-00	MARIANNE RIGGINS	Reimb - CCCA '26 Seminar - M. Rigg	06/12/2026	79379	230.56	
100-7001-5300-00	MARIANNE RIGGINS	Reimb - Uber/Leaders Summit Transp	06/08/2026	79403	63.89	
100-7001-5300-00	MARIANNE RIGGINS	Reimb - CCCA'26 Seminar Lodging -	06/30/2026	79561	874.02	
		Vendor Subtotal:			1,168.47	
100-7001-5300-00	US BANK	CM-3100 Council Travel & Training	06/24/2026	79514	1,378.52	
		Vendor Subtotal:			1,378.52	
100-7001-6160-00	US BANK	CC-1018 CVS - Council Meeting Supj	06/24/2026	79514	34.87	
		Vendor Subtotal:			34.87	
100-7002-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	14.39	
		Vendor Subtotal:			14.39	
100-7002-5100-00	MAP COMMUNICATIONS INC	Live Telephone Answering Svcs - Jun	06/23/2026	79459	261.72	000004376
		Vendor Subtotal:			261.72	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7002-5100-00	PEGASUS STUDIOS	Video Broadcast Svcs - May '26	06/08/2026	79402	8,070.00	000004427
			Vendor Subtotal:		8,070.00	
100-7002-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - K. Franklin 4/3/26	06/11/2026	79332	2,299.86	
100-7002-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - K. Franklin 5/15/26	06/11/2026	79332	2,050.00	
100-7002-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - K. Franklin 5/22/26	06/11/2026	79332	410.00	
100-7002-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - K. Franklin 5/29/26	06/12/2026	79365	1,640.00	
100-7002-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - K. Franklin 6/5/26	06/22/2026	79412	2,050.00	
			Vendor Subtotal:		8,449.86	
100-7002-5300-00	US BANK	CM-1480 Town & Country San Diego	06/24/2026	79514	983.21	
			Vendor Subtotal:		983.21	
100-7002-5401-00	US BANK	CM-1480 Facebook - Ads for City Eve	06/24/2026	79514	154.74	
			Vendor Subtotal:		154.74	
100-7002-6165-00	CIVICPLUS LLC	Website Banner 5/26 - 10/31/26	06/11/2026	79305	263.00	
			Vendor Subtotal:		263.00	
100-7002-6165-00	US BANK	CM-1480 Capcut - Monthly	06/24/2026	79514	179.99	
			Vendor Subtotal:		179.99	
100-7002-6170-00	US BANK	CM-1480 Amazon/Hobby Lobby - Ril	06/24/2026	79514	21.94	
			Vendor Subtotal:		21.94	
100-7003-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	73.00	
			Vendor Subtotal:		73.00	
100-7003-5100-00	KOSMONT & ASSOCIATES INC	Economic/Funding Advisory Svcs - Fe	06/22/2026	79446	1,487.20	000004501

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,487.20	
100-7003-5100-00	SUNSTONE CITIES LLC	Economic Recovery Strategy - May '2	06/11/2026	79325	6,000.00	000004642
		Vendor Subtotal:			6,000.00	
100-7003-6160-00	STAPLES CONTRACT & COMME	Office Supplies - City Manager	06/22/2026	79424	85.32	
		Vendor Subtotal:			85.32	
100-7003-6160-00	US BANK	CM-3100 Lands End/Amazon - Suppl	06/24/2026	79514	128.95	
100-7003-6160-00	US BANK	AS-6486 Scotts - School Separation L	06/24/2026	79514	3,500.00	
		Vendor Subtotal:			3,628.95	
100-7005-5101-00	BEST BEST & KRIEGER LLP	General Legal Counsel - Mar '26	06/08/2026	79389	30,537.00	000004588
100-7005-5101-00	BEST BEST & KRIEGER LLP	General Legal Counsel - Apr '26	06/30/2026	79567	30,537.00	000004588
		Vendor Subtotal:			61,074.00	
100-7005-5101-01	BEST BEST & KRIEGER LLP	School District Separation - Mar '26	06/08/2026	79389	14,555.80	000004588
100-7005-5101-01	BEST BEST & KRIEGER LLP	School District Separation - Apr '26	06/30/2026	79567	22,680.11	000004588
		Vendor Subtotal:			37,235.91	
100-7005-5101-02	SHEPPARD MULLIN RICHTER &	97WD-437723 - May '26	06/23/2026	79477	16,526.50	000004701
		Vendor Subtotal:			16,526.50	
100-7005-5102-00	BEST BEST & KRIEGER LLP	Litigation - Mar '26	06/08/2026	79389	191,259.95	000004588
100-7005-5102-00	BEST BEST & KRIEGER LLP	Litigation - Apr '26	06/30/2026	79567	155,760.25	000004588
		Vendor Subtotal:			347,020.20	
100-7005-5102-00	LEECH TISHMAN FUSCALDO &	Legal Svcs - FAA Decision - Mar '26	06/11/2026	79318	1,140.00	000003358
100-7005-5102-00	LEECH TISHMAN FUSCALDO &	Legal Svcs - FAA Decision - Apr '26	06/11/2026	79318	95.00	000003358

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,235.00	
100-7007-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	36.32	
		Vendor Subtotal:			36.32	
100-7007-5300-00	US BANK	CC-2343 CMCA Conference - K. Pett	06/24/2026	79514	663.30	
100-7007-5300-00	US BANK	CC-0994 Disneland Hotel - CMCA Cc	06/24/2026	79514	621.30	
100-7007-5300-00	US BANK	CC-1018 CMCA Conference - C. Mur	06/24/2026	79514	1,071.01	
		Vendor Subtotal:			2,355.61	
100-7007-5401-00	13 STARS MEDIA	Legal Notice - Ordinance No. 534 5/2	06/08/2026	79388	58.14	
100-7007-5401-00	13 STARS MEDIA	Legal Notice - Ordinance No. 535 6/1	06/30/2026	79545	58.14	
		Vendor Subtotal:			116.28	
100-7007-6160-00	STAPLES CONTRACT & COMME	Office Supplies - City Clerk	06/22/2026	79424	217.32	
		Vendor Subtotal:			217.32	
100-7007-6160-00	US BANK	CC-1018 Amazon - Chair/Table	06/24/2026	79514	124.67	
		Vendor Subtotal:			124.67	
100-7021-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	33.17	
		Vendor Subtotal:			33.17	
100-7021-5100-00	CONSTANT AND ASSOCIATES IN	City Evacuation Plan Update - May '2	06/23/2026	79461	15,979.28	000004610
		Vendor Subtotal:			15,979.28	
100-7021-5100-00	STEVEN GUTIERREZ	Parking Enforcement Hearings - May '	06/11/2026	79313	1,325.00	000004374
100-7021-5100-00	STEVEN GUTIERREZ	Parking Enforcement Hearings - Jun '2	06/22/2026	79441	350.00	000004374
		Vendor Subtotal:			1,675.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7021-5100-00	COUNTY OF LOS ANGELES LA-R	Radio Subscription - May '26	06/08/2026	79400	960.00	000004646
			Vendor Subtotal:		960.00	
100-7021-5100-00	MARK NUREMBERG	Fee Reimbursement	06/11/2026	79322	3,069.64	
			Vendor Subtotal:		3,069.64	
100-7021-5100-00	PLATINUM TOW AND TRANSPO	Parking Enforcement Tow 5/22/26	06/23/2026	79473	2,333.00	
			Vendor Subtotal:		2,333.00	
100-7021-5100-01	DEPT OF THE CA HIGHWAY PATI	Traffic Enforcement - May '26	06/30/2026	79568	81,699.42	000004220
			Vendor Subtotal:		81,699.42	
100-7021-5106-00	LA CO ANIMAL CARE & CONTR	Animal Control - May '26	06/30/2026	79574	3,952.62	000004307
			Vendor Subtotal:		3,952.62	
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Lost Hills - May '26	06/08/2026	79399	929,763.30	000004586
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs -Traffic Enforcement - /	06/08/2026	79399	73,642.84	000004586
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Liaison 3/9 - 3/25/26	06/08/2026	79399	30,023.04	000004586
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Traffic Enforcement 3/	06/08/2026	79399	43,225.29	000004586
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Liaison 4/1 - 4/27/26	06/08/2026	79399	26,901.83	000004586
			Vendor Subtotal:		1,103,556.30	
100-7021-5116-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Beach Team 4/30/26	06/30/2026	79575	8,158.65	000004586
			Vendor Subtotal:		8,158.65	
100-7021-5119-00	THE PEOPLE CONCERN	Homeless Outreach - Apr '26	06/11/2026	79323	36,565.00	000003783
100-7021-5119-00	THE PEOPLE CONCERN	Homeless Outreach - May '26	06/30/2026	79577	32,929.00	000003783
			Vendor Subtotal:		69,494.00	
100-7021-5122-00	LAZ KARP ASSOCIATES LLC	Parking Enforcement - May '26	06/23/2026	79469	64,272.05	000004318

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			64,272.05	
100-7021-5300-00	US BANK	PS-4213 Renaissance Hotel - CCCA C	06/24/2026	79514	582.68	
100-7021-5300-00	US BANK	PS-3241 CSTI EOCIP Training - N. T	06/24/2026	79514	61.43	
		Vendor Subtotal:			644.11	
100-7021-5401-00	13 STARS MEDIA	Legal Notice - PLHA Grant 6/11/26	06/23/2026	79458	58.14	
		Vendor Subtotal:			58.14	
100-7021-5640-00	SOUTHERN CALIFORNIA EDISO	Tier - Apr '26	06/12/2026	79382	150.47	
		Vendor Subtotal:			150.47	
100-7021-5721-00	FRONTIER CALIFORNIA INC	Disaster Hotline, Tier, E911 - Jun '26	06/12/2026	79371	484.89	
		Vendor Subtotal:			484.89	
100-7021-5721-00	US BANK	IS-6901 Starlink CH/PS/VOP/EOC	06/24/2026	79514	1,130.00	
		Vendor Subtotal:			1,130.00	
100-7021-6120-00	US BANK	PS-3241 Veribook/ChatGPT - Monthly	06/24/2026	79514	45.13	
		Vendor Subtotal:			45.13	
100-7021-6160-00	US BANK	IS-6901 Direct TV EOC/PS	06/24/2026	79514	220.98	
100-7021-6160-00	US BANK	PS-9005 Ralphs - Tabletop Exercise S	06/24/2026	79514	368.19	
100-7021-6160-00	US BANK	PS-4213 Amazon - Phone Case	06/24/2026	79514	24.51	
100-7021-6160-00	US BANK	PS-3241 Supplies	06/24/2026	79514	817.15	
		Vendor Subtotal:			1,430.83	
100-7054-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	56.30	
		Vendor Subtotal:			56.30	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7054-5100-00	HINDERLITER DE LLAMAS & AS	Sales Tax Svcs - Q4/2025 (Apr-Jun'26	06/23/2026	79464	660.00	000003107
		Vendor Subtotal:			660.00	
100-7054-5100-00	LSL LLP	2026 Gov Audit & GANN Limit Svcs	06/23/2026	79468	18,650.00	000004285
		Vendor Subtotal:			18,650.00	
100-7054-5117-00	SOLID WASTE SOLUTIONS INC	Film Permits - May '26	06/22/2026	79452	37,592.75	000004067
		Vendor Subtotal:			37,592.75	
100-7054-5330-00	MMASC	Membership Renewal S. Flores	06/11/2026	79319	125.00	
		Vendor Subtotal:			125.00	
100-7054-5401-00	13 STARS MEDIA	Legal Notice - FY26/27 Proposed Bud	06/30/2026	79545	116.28	
		Vendor Subtotal:			116.28	
100-7058-4203-00	BLUE SHIELD OF CALIFORNIA	PR 18.06.2026 Vision Care-Darabedya	06/24/2026	79517	-9.68	
		Vendor Subtotal:			-9.68	
100-7058-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	17.63	
		Vendor Subtotal:			17.63	
100-7058-5100-00	ERGO SOLUTION INC	Ergonomic Evaluations (6) 5/19/26	06/11/2026	79339	1,950.00	
		Vendor Subtotal:			1,950.00	
100-7058-5107-00	APPLEONE	Temp Staff - S. Butler 5/23/26	06/11/2026	79334	1,597.32	
100-7058-5107-00	APPLEONE	Temp Staff - S. Butler 5/16/26	06/11/2026	79334	1,578.39	
100-7058-5107-00	APPLEONE	Temp Staff - S. Butler 5/30/26	06/12/2026	79367	1,274.07	
100-7058-5107-00	APPLEONE	Temp Staff - S. Butler 6/6/26	06/22/2026	79414	1,521.60	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			5,971.38	
100-7058-5300-00	US BANK	HR-5582 Mandated Reporter Training	06/24/2026	79514	17.98	
100-7058-5300-00	US BANK	HR-5582 Cafe Habana - HR Training	06/24/2026	79514	153.90	
		Vendor Subtotal:			171.88	
100-7058-5320-00	SUSAN DUENAS	Reimb - Ollo Interview Panel Lunch 5	06/11/2026	79308	135.57	
		Vendor Subtotal:			135.57	
100-7058-5320-00	PAIGE S APAR	Fingerprinting - New Employees (2)	06/11/2026	79350	110.00	
		Vendor Subtotal:			110.00	
100-7058-5320-00	MUNICIPAL RESOURCE GROUP	HR Support Svcs - Apr '26	06/11/2026	79321	10,000.00	000004158
		Vendor Subtotal:			10,000.00	
100-7058-5320-00	US BANK	HR-3834 Howdy's - PW Interview Par	06/24/2026	79514	71.89	
100-7058-5320-00	US BANK	HR-5582 Recruitment Expenses	06/24/2026	79514	1,195.00	
100-7058-5320-00	US BANK	CM-1480 Linkedin - Recruitment Ads	06/24/2026	79514	430.51	
		Vendor Subtotal:			1,697.40	
100-7058-6160-00	EARTH PRINT INC	HR - Public Works Director Brochure	06/11/2026	79337	313.89	000004679
		Vendor Subtotal:			313.89	
100-7058-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Human Resources	06/22/2026	79424	195.66	
		Vendor Subtotal:			195.66	
100-7058-6160-00	US BANK	HR-3834 Ralphs - PW Week Event Su	06/24/2026	79514	29.94	
100-7058-6160-00	US BANK	HR-3834 Whole Foods/Ralphs - Staff	06/24/2026	79514	141.94	
100-7058-6160-00	US BANK	HR-3834 Amsterdam - File Folders	06/24/2026	79514	264.17	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			436.05	
100-7058-6170-00	ALICIA FREEMAN	Reimb - Spruzzo's/Ralphs - Wellness I	06/12/2026	79370	93.94	
		Vendor Subtotal:			93.94	
100-7058-6170-00	US BANK	CS-2402 Ogden's - Table Cloth for Sta	06/24/2026	79514	107.98	
100-7058-6170-00	US BANK	CM-1480 Staff Event Supplies	06/24/2026	79514	279.17	
		Vendor Subtotal:			387.15	
100-7059-4205-00	STANDARD INSURANCE COMPA	PR 18.06.2026 Life Insur-Rounding	06/24/2026	79519	-0.06	
		Vendor Subtotal:			-0.06	
100-7059-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	18.74	
		Vendor Subtotal:			18.74	
100-7059-4212-00	CalPERS Health	PR 18.06.2026 Health Insur-ER Share	06/24/2026	0	37,342.94	
		Vendor Subtotal:			37,342.94	
100-7059-5205-00	QUADIENT FINANCE USA INC	Postage 4/10 & 4/16/26	06/23/2026	79474	1,200.00	
100-7059-5205-00	QUADIENT FINANCE USA INC	Postage 6/3/26	06/23/2026	79474	2,050.00	
		Vendor Subtotal:			3,250.00	
100-7059-5210-00	QUADIENT FINANCE USA INC	Late Fee 5/6/26	06/23/2026	79474	49.00	
100-7059-5210-00	QUADIENT FINANCE USA INC	Late Fee 6/8/26	06/23/2026	79474	49.00	
		Vendor Subtotal:			98.00	
100-7059-5210-00	CalPERS Health	PR 18.06.2026 Health Insur-Admin Fe	06/24/2026	0	163.16	
100-7059-5210-00	CalPERS Health	PR 18.06.2026 Health Insur-Admin Fe	06/24/2026	0	33.71	
		Vendor Subtotal:			196.87	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7059-5720-00	ACCESS INFORMATION INTERM	Offsite Records Svcs - Apr '26	06/11/2026	79300	5,536.71	000003532
100-7059-5720-00	ACCESS INFORMATION INTERM	Shred Svcs 4/23/26	06/11/2026	79300	202.98	000003532
		Vendor Subtotal:			5,739.69	
100-7059-5721-00	FRONTIER CALIFORNIA INC	Bluffs Park Wifi 5/17 - 6/16/26	06/11/2026	79311	149.49	
100-7059-5721-00	FRONTIER CALIFORNIA INC	City Hall Facility - Jun '26	06/12/2026	79371	-242.15	
100-7059-5721-00	FRONTIER CALIFORNIA INC	Bluffs Park 2nd Wifi - Jun '26	06/12/2026	79371	232.92	
		Vendor Subtotal:			140.26	
100-7059-5721-00	GRANITE TELECOMMUNICATIC	Elevator, Alarm, Voice Lines - Jun '26	06/23/2026	79463	385.11	
		Vendor Subtotal:			385.11	
100-7059-5721-00	T-MOBILE USA INC	Phone/Tablets 4/21 - 5/20/26	06/11/2026	79359	1,508.92	
		Vendor Subtotal:			1,508.92	
100-7059-5721-00	VERIZON WIRELESS SERVICES	Cell Phone Svc 4/24 - 5/23/26	06/11/2026	79362	5,460.77	
		Vendor Subtotal:			5,460.77	
100-7059-5800-00	US BANK NATIONAL ASSOCIATI	Toshiba Leases 5/15 - 6/15/26	06/11/2026	79360	3,759.52	
		Vendor Subtotal:			3,759.52	
100-7059-5800-00	XEROX CORPORATION	Xerox Lease - PDFK17 - Apr '26	06/11/2026	79363	80.85	
		Vendor Subtotal:			80.85	
100-7059-5800-00	XEROX CORPORATION	CDD - Xerox Meter Read C8230H2 4/	06/11/2026	79364	80.98	
		Vendor Subtotal:			80.98	
100-7059-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Non Departmental	06/22/2026	79424	34.33	
100-7059-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Non Departmental	06/22/2026	79424	695.39	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			729.72	
100-7059-6160-00	US BANK	IS-6901 Amazon - Supplies	06/24/2026	79514	991.26	
100-7059-6160-00	US BANK	IS-4874 Amazon - Toner	06/24/2026	79514	318.22	
		Vendor Subtotal:			1,309.48	
		Subtotal for Section 1: 100			2,407,888.57	
101-0000-3410-00	DAMIAN NARCIZO	Ref - Plan Check Overpayment TN 26	06/30/2026	79560	2,515.98	
		Vendor Subtotal:			2,515.98	
101-0000-3410-01	DAMIAN NARCIZO	Ref - Plan Check Overpayment TN 26	06/30/2026	79560	161.25	
		Vendor Subtotal:			161.25	
101-0000-3419-00	23676-23726 MALIBU RD LLC	Ref- Credit Card Fee OC 25-079, 237(	06/30/2026	79566	39.94	
		Vendor Subtotal:			39.94	
101-0000-3419-00	DAMIAN NARCIZO	Ref - Plan Check Overpayment TN 26	06/30/2026	79560	78.53	
		Vendor Subtotal:			78.53	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-009, 5(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-017, 1(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-019, 5(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-006, 3(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-013, 2(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-021, 2(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-016, 3(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 23-008, 2	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 23-003, 7(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 23-007, 2(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-011, 2(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-007, 3(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITGY SOLUTIONS LLC	CEQA Fee Reduction WRP 23-001, 2(	06/22/2026	79443	50.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-0000-3421-00	INFINITY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-014, 3(	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITY SOLUTIONS LLC	CEQA Fee Reduction WRP 23-002, 2!	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITY SOLUTIONS LLC	CEQA Fee Reduction WRP 23-004, 2-	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-012, 2-	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-008, 2-	06/22/2026	79443	50.00	
101-0000-3421-00	INFINITY SOLUTIONS LLC	CEQA Fee Reduction WRP 22-018, 7:	06/22/2026	79443	50.00	
		Vendor Subtotal:			950.00	
101-0000-3421-00	JULIE & MARK MARTIN	Ref - CEQA Filing Fee APR 25-041	06/12/2026	79376	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	ROBERT RAMIREZ	Ref - CEQA Filing Fee WP 25-001	06/12/2026	79378	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	HOWARD & KAREN ROSE	Ref - CEQA Filing Fee APR 25-02	06/12/2026	79380	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	PILAR SANCHEZ	Ref - CEQA Fee - CDP 23-073	06/22/2026	79422	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	SEA SLUG LLC	Ref - CEQA Filing Fee CDP 25-022	06/12/2026	79383	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	DANIEL YODER	Ref - CEQA Fee Reduction APR 25-0:	06/22/2026	79426	50.00	
		Vendor Subtotal:			50.00	
101-2001-4202-00	CalPERS Health	PR 18.06.2026 Health Insur-Faggins-J	06/24/2026	0	3,722.71	
101-2001-4202-00	CalPERS Health	PR 18.06.2026 Health Insur-Grogan-J:	06/24/2026	0	987.69	
		Vendor Subtotal:			4,710.40	
101-2001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 18.06.2026 Vision Care-Faggins-J:	06/24/2026	79517	17.72	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 18.06.2026 Vision Care-Medrano-.	06/24/2026	79517	-9.68	
101-2001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 18.06.2026 Vision Care-Grogan-Ju	06/24/2026	79517	7.62	
		Vendor Subtotal:			15.66	
101-2001-4204-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Grogan-Ju	06/24/2026	79518	46.98	
101-2001-4204-00	DELTA DENTAL OF CALIFORNIA	PR 18.06.2026 Dental Insur-Faggins-J	06/24/2026	79518	107.11	
		Vendor Subtotal:			154.09	
101-2001-4205-00	STANDARD INSURANCE COMPA	PR 18.06.2026 Additional Life Insur-I	06/24/2026	79520	12.35	
101-2001-4205-00	STANDARD INSURANCE COMPA	PR 18.06.2026 Life Insur-Faggins-Jul'	06/24/2026	79519	12.21	
		Vendor Subtotal:			24.56	
101-2001-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	180.60	
		Vendor Subtotal:			180.60	
101-2001-4213-00	HEALTH AND HUMAN RESOURC	PR 18.06.2026 Employee Assistance-I	06/24/2026	79515	1.39	
		Vendor Subtotal:			1.39	
101-2001-5100-00	CASSWELL CONSULTING INC	Contract Planning - May '26	06/08/2026	79390	14,074.50	000004361
101-2001-5100-00	CASSWELL CONSULTING INC	Reissue CK 79121 Contract Planning -	06/15/2026	79406	15,378.00	000004361
		Vendor Subtotal:			29,452.50	
101-2001-5100-00	CIVIC SOLUTIONS INC	Contract Planning Svcs - May '26	06/08/2026	79391	13,942.50	000004413
		Vendor Subtotal:			13,942.50	
101-2001-5100-00	ALLISON COOK	Planning Svcs - May '26	06/08/2026	79393	11,426.25	000004394
		Vendor Subtotal:			11,426.25	
101-2001-5100-00	GRANICUS LLC	Yr 9 STR Monitoring Svcs 2/13/26 - 2	06/11/2026	79312	37,422.00	000004725

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			37,422.00	
101-2001-5100-00	INTERWEST CONSULTING GROU	3700 La Paz - Apr '26	06/08/2026	79394	146.25	000004511
		Vendor Subtotal:			146.25	
101-2001-5100-00	LORRIE FEINBERG	DB Updates - Planning - May '26	06/08/2026	79395	2,295.00	000004147
		Vendor Subtotal:			2,295.00	
101-2001-5100-00	MARINA SEK	Contract Planning - May '26	06/08/2026	79404	11,939.90	000004360
		Vendor Subtotal:			11,939.90	
101-2001-5100-01	COURTNEY JEAN MCCAMMON	Contract Biologist - May '26	06/08/2026	79392	14,546.00	000004442
		Vendor Subtotal:			14,546.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 3651 Mcanany Way - I	06/11/2026	79343	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 6270 Sea Star Dr - ACI	06/11/2026	79344	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 28990.5 Pacific Coast I	06/11/2026	79345	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 22935 Pacific Coast Hv	06/11/2026	79346	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 6275 Ebbtide Way - AI	06/11/2026	79347	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 30099 Harvester Rd - I	06/22/2026	79418	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 6973 Birdview Ave - D	06/22/2026	79419	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 6225 Merritt Dr - APR	06/22/2026	79417	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 31201 Bailard Rd - AC	06/22/2026	79420	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 20737 Cool Oak Way -	06/30/2026	79552	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 24515 Vantage Point Tr	06/30/2026	79554	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 6749 Wildlife Rd - API	06/30/2026	79555	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 4764 Latigo Canyon Rc	06/30/2026	79550	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 23575 Civic Center Wa	06/30/2026	79551	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 21373 Rambla Vista - C	06/30/2026	79553	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 6721 Wandermere Rd -	06/30/2026	79556	25.00	
		Vendor Subtotal:			400.00	
101-2001-5300-00	US BANK	CDD-0241 Planetizen - AICP Exam Pr	06/24/2026	79514	349.00	
101-2001-5300-00	US BANK	CDD-5265 Santa Monica Court Parkir	06/24/2026	79514	13.91	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			362.91	
101-2001-5300-00	LATRICE WILLIAMS	Reimb - APA - Planning Academy L. V	06/30/2026	79565	120.00	
		Vendor Subtotal:			120.00	
101-2001-5330-00	LATRICE WILLIAMS	Reimb - APA - Annual L. Williams	06/30/2026	79565	543.20	
		Vendor Subtotal:			543.20	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 10-Day	06/08/2026	79388	122.40	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 6/18/26	06/30/2026	79545	125.46	
		Vendor Subtotal:			247.86	
101-2001-5401-00	EARTH PRINT INC	Public Notice Post Cards	06/11/2026	79337	202.77	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	06/11/2026	79337	330.13	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	06/11/2026	79337	267.97	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	06/30/2026	79547	208.20	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	06/30/2026	79547	81.82	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	06/30/2026	79547	1,069.08	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	06/30/2026	79547	477.98	000004679
		Vendor Subtotal:			2,637.95	
101-2001-6120-00	US BANK	CDD-5265 Zoom - Monthly	06/24/2026	79514	16.71	
		Vendor Subtotal:			16.71	
101-2001-6160-00	BRAYDEN EKMAN	Reimb - Staples Push Pins	06/30/2026	79548	11.93	
		Vendor Subtotal:			11.93	
101-2004-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	113.78	
		Vendor Subtotal:			113.78	
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	EH Counter Hours - May '26	06/30/2026	79570	44,071.75	000004314

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Misc B&S Svcs - May '26	06/30/2026	79570	2,101.00	000004314
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Misc Planning Svcs - May '26	06/30/2026	79570	4,011.00	000004314
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Coastal Engr Reviews - May '26	06/30/2026	79570	9,348.80	000004314
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Geotech Revs - May '26	06/30/2026	79570	24,061.75	000004314
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Geo/Coastal Engr Counters Hours - M	06/30/2026	79570	50,615.00	000004314
		Vendor Subtotal:			134,209.30	
101-2004-5100-00	LORRIE FEINBERG	DB Updates - Building Safety - May '2	06/08/2026	79395	3,375.00	000004147
		Vendor Subtotal:			3,375.00	
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Onsite Plans Examiner - Apr '26	06/11/2026	79327	21,710.00	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Onsite Inspections - Apr '26	06/11/2026	79327	22,977.50	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Plan Check - Apr '26	06/11/2026	79327	559.00	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Onsite Permit Tech - Apr '26	06/11/2026	79327	29,475.00	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Onsite Plans Examiner - May '26	06/23/2026	79480	17,452.50	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Residential Plan Checks - May '26	06/23/2026	79480	559.00	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Onsite Permit Tech - May '26	06/23/2026	79480	24,300.00	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Onsite Inspections - May '26	06/23/2026	79480	16,380.00	000004398
		Vendor Subtotal:			133,413.00	
101-2004-5300-00	US BANK	CDD-7736 CALBO - Accessory Dwel	06/24/2026	79514	95.00	
		Vendor Subtotal:			95.00	
101-2004-5330-00	US BANK	CDD-0241 ACI/MMASC/CALBO - A	06/24/2026	79514	710.00	
101-2004-5330-00	US BANK	CDD-7736 ICC - Cert Renewal D. Ral	06/24/2026	79514	130.00	
101-2004-5330-00	US BANK	PW-9405 Dark Sky - Annual Y. Bund	06/24/2026	79514	35.00	
		Vendor Subtotal:			875.00	
101-2004-6120-00	US BANK	CDD-0241 Anthropic - Claude Plan - (	06/24/2026	79514	225.00	
		Vendor Subtotal:			225.00	
101-2004-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Bldg Safety	06/22/2026	79424	36.54	
101-2004-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Bldg Safety	06/22/2026	79424	53.02	
101-2004-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Bldg Safety	06/22/2026	79424	144.17	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			233.73	
101-2004-6160-00	US BANK	CDD-7736 Amazon - WF Gifts/Suppl	06/24/2026	79514	138.84	
101-2004-6160-00	US BANK	CDD-0241 Anypromo.com - Building	06/24/2026	79514	966.17	000004698
		Vendor Subtotal:			1,105.01	
101-2004-6200-00	US BANK	CDD-0241 ICC - 2026 Codes	06/24/2026	79514	895.62	
		Vendor Subtotal:			895.62	
101-2004-6400-00	RYAN CERNY	Reimb - Moc-Toe Work Boots	06/22/2026	79432	162.98	
		Vendor Subtotal:			162.98	
101-2004-6400-00	JOHN LONG	Reimb - Ariat Work Boots J. Long	06/30/2026	79559	204.67	
		Vendor Subtotal:			204.67	
101-2010-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	5.75	
		Vendor Subtotal:			5.75	
101-2010-5100-00	COTTON SHIRES & ASSOCIATES	EII Reviews - May '26	06/30/2026	79570	16,291.00	000004314
		Vendor Subtotal:			16,291.00	
101-2010-5100-00	LORRIE FEINBERG	DB Updates - Wastewater (EH) - May	06/08/2026	79395	472.50	000004147
		Vendor Subtotal:			472.50	
101-2012-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	43.99	
		Vendor Subtotal:			43.99	
101-2012-5100-00	BURNS PACIFIC CONSTRUCTIOI	Task 6: Other Maint PCH Graffiti Pali:	06/22/2026	79430	1,917.56	000004401

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,917.56	
101-2012-6160-00	US BANK	PS-3241 Amazon - Whiteboard (Retur	06/24/2026	79514	374.29	
101-2012-6160-00	US BANK	PS-3241 Amazon - CE Supplies	06/24/2026	79514	113.81	
		Vendor Subtotal:			488.10	
101-3003-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	23.32	
		Vendor Subtotal:			23.32	
101-3003-5100-00	RINCON CONSULTANTS INC	On-Call Environmental Svcs T5 - Ma	06/23/2026	79475	27,760.75	000004337
101-3003-5100-00	RINCON CONSULTANTS INC	On-Call Environmental Svcs - May '2(	06/23/2026	79475	840.00	000004337
		Vendor Subtotal:			28,600.75	
101-3003-5330-00	US BANK	PW-9405 MMASC/CWEA - Annual T	06/24/2026	79514	376.00	
		Vendor Subtotal:			376.00	
		Subtotal for Section 1: 101			457,770.42	
102-3002-5100-01	COURTNEY JEAN MCCAMMON	WF Biologist - May '26	06/08/2026	79392	990.00	000004442
		Vendor Subtotal:			990.00	
102-3002-5100-02	CASSWELL CONSULTING INC	WF Contract Planning - May '26	06/08/2026	79390	1,105.50	000004361
102-3002-5100-02	CASSWELL CONSULTING INC	Reissue CK 79121 WF Contract Plann	06/15/2026	79406	858.00	000004361
		Vendor Subtotal:			1,963.50	
102-3002-5100-03	COTTON SHIRES & ASSOCIATES	WF EII Reviews - May '26	06/23/2026	79460	1,730.00	000003347
102-3002-5100-03	COTTON SHIRES & ASSOCIATES	WF Counter Hours - May '26	06/23/2026	79460	10,072.50	000003347
102-3002-5100-03	COTTON SHIRES & ASSOCIATES	WF Geotech Reviews - May '26	06/23/2026	79460	5,606.75	000003347
		Vendor Subtotal:			17,409.25	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
102-3002-5100-03	BUREAU VERITAS NORTH AMEI	WF Plan Check - Apr '26	06/11/2026	79327	279.50	000004398
102-3002-5100-03	BUREAU VERITAS NORTH AMEI	WF Plan Check - May '26	06/23/2026	79480	5,387.80	000004398
		Vendor Subtotal:			5,667.30	
102-3002-5100-04	LEMOINE SERVICES HOLDINGS	Task 3: Woolsey Fire FEMA PA - May	06/22/2026	79436	7,040.25	000004689
		Vendor Subtotal:			7,040.25	
102-3101-5120-01	BURNS PACIFIC CONSTRUCTIOI	Franklin Fire - Protective Measures - M	06/22/2026	79430	14,752.28	000004401
		Vendor Subtotal:			14,752.28	
102-3102-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	5.49	
		Vendor Subtotal:			5.49	
102-3102-5100-00	BEST BEST & KRIEGER LLP	Fire Disaster Response - Mar '26	06/08/2026	79389	972.40	000004588
102-3102-5100-00	BEST BEST & KRIEGER LLP	Fire Disaster Response - Apr '26	06/30/2026	79567	947.40	000004588
		Vendor Subtotal:			1,919.80	
102-3102-5100-00	TRIPEPI SMITH & ASSOCIATES	Palisades Fire Communication Svcs - I	06/22/2026	79454	1,766.25	000004457
		Vendor Subtotal:			1,766.25	
102-3102-5100-00	ULTIMATE MAINTENANCE SERV	Rebuild Ctr Janitorial Svcs - Jun '26	06/08/2026	79405	1,900.00	000004465
		Vendor Subtotal:			1,900.00	
102-3102-5100-02	CASSWELL CONSULTING INC	Reissue CK 79121 PF Contract Planni	06/15/2026	79406	-972.00	000004361
102-3102-5100-02	CASSWELL CONSULTING INC	Reissue CK 79121 Fire Recover Plann	06/15/2026	79406	972.00	000004690
102-3102-5100-02	CASSWELL CONSULTING INC	Reissue CK 79185 PF Contract Planni	06/15/2026	79406	486.00	000004690
		Vendor Subtotal:			486.00	
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning 11/24 - 11/30/25	06/23/2026	79465	2,430.00	000004729
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning - Jan '26	06/23/2026	79465	6,930.00	000004729
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning Load Shift - Dec '25	06/23/2026	79465	7,166.25	000004729

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning Load Shift 11/24 - 11/30/	06/23/2026	79465	536.25	000004729
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning - Dec '25	06/23/2026	79465	16,695.00	000004729
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning - Feb '26	06/23/2026	79465	13,095.00	000004729
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning Load Shift - Feb '26	06/23/2026	79465	3,412.50	000004729
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning Load Shift - Mar '26	06/23/2026	79465	11,310.00	000004729
102-3102-5100-02	INTERWEST CONSULTING GROU	Palisades On-Call Planning 11/1 - 11/2	06/23/2026	79465	5,981.25	000004511
102-3102-5100-02	INTERWEST CONSULTING GROU	Palisades On-Call Planning Load Shift	06/23/2026	79465	6,015.00	000004511
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning - Mar '26	06/23/2026	79465	6,480.00	000004729
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning Load Shift - Jan '26	06/23/2026	79465	6,240.00	000004729
		Vendor Subtotal:			86,291.25	
102-3102-5100-03	FOX ONSITE SOLUTIONS INC	Reissue CK79190 - Recovery Efforts I	06/30/2026	79571	29,185.00	000004691
		Vendor Subtotal:			29,185.00	
102-3102-5100-03	TRUE NORTH COMPLIANCE SEF	PF Building Plan Check - Mar '26	06/23/2026	79479	19,607.50	000004713
		Vendor Subtotal:			19,607.50	
102-3102-5100-04	LEMOINE SERVICES HOLDINGS	Task 2: PF FEMA PA Support - May '2	06/22/2026	79436	2,371.25	000004689
102-3102-5100-04	LEMOINE SERVICES HOLDINGS	Task 5: HMGP Code Enf - May '26	06/22/2026	79436	2,486.25	000004689
102-3102-5100-04	LEMOINE SERVICES HOLDINGS	Task 1: Palisades Fire Support Svcs - M	06/22/2026	79436	1,155.00	000004689
		Vendor Subtotal:			6,012.50	
102-3102-5100-04	MNS ENGINEERS INC	FEMA/Floodplain Ordinance 2/23 - 3/	06/11/2026	79320	493.50	000004459
		Vendor Subtotal:			493.50	
102-3102-5120-01	BURNS PACIFIC CONSTRUCTIOI	Palisades Fire - Protective Measures -	06/22/2026	79430	8,876.32	000004401
		Vendor Subtotal:			8,876.32	
102-3102-5640-00	XEROX CORPORATION	Rebuild Ctr - Meter Read C8255H2 4/	06/22/2026	79457	130.21	
		Vendor Subtotal:			130.21	
102-3102-5710-00	WAVE ENTERPRISES INC	Rebuild Ctr Rent - Jul '26	06/11/2026	79328	15,711.98	000004447

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			15,711.98	
102-3102-5721-00	FRONTIER CALIFORNIA INC	Rebuild Ctr Internet 5/26 - 6/25/26	06/11/2026	79340	234.61	
		Vendor Subtotal:			234.61	
102-3102-5721-00	CHARTER COMMUNICATIONS I	Rebuild Ctr Internet - Jun '26 Acct#25	06/23/2026	79478	220.00	
102-3102-5721-00	CHARTER COMMUNICATIONS I	Rebuild Ctr Internet - May '26 Acct#2.	06/23/2026	79478	220.00	
		Vendor Subtotal:			440.00	
102-3102-6160-00	US BANK	CDD-7736 Spic N Span - Rebuild Eve	06/24/2026	79514	26.00	
102-3102-6160-00	US BANK	CDD-5265 Smart&iFinal - Palibu Rec	06/24/2026	79514	77.45	
		Vendor Subtotal:			103.45	
102-9204-5100-00	BENJAMIN A. SUBER	Reissue CK 72649 - CDP Mailing Rad	06/15/2026	79411	220.00	
		Vendor Subtotal:			220.00	
102-9207-5100-00	FILIPPIN ENGINEERING INC	Task 3: Latigo Cyn Retaining Walls - T	06/23/2026	79462	1,930.91	000004488
		Vendor Subtotal:			1,930.91	
102-9207-5100-00	TOM MALLOY CORPORATION	Temp Shoring Plates - Latigo Cyn 4/2:	06/11/2026	79326	1,848.00	
		Vendor Subtotal:			1,848.00	
102-9216-5100-00	COURTNEY JEAN MCCAMMON	Westward Beach Rd Embankment - M	06/22/2026	79433	9,075.00	000004726
		Vendor Subtotal:			9,075.00	
102-9223-5100-00	FILIPPIN ENGINEERING INC	Task 1: Big Rock Drainage - Through	06/22/2026	79438	37,950.00	000004505
102-9223-5100-00	FILIPPIN ENGINEERING INC	Task 1: Big Rock Drainage - Through	06/22/2026	79438	33,442.50	000004505
102-9223-5100-00	FILIPPIN ENGINEERING INC	Task 1: Big Rock Drainage - Through	06/22/2026	79438	4,503.75	000004505
		Vendor Subtotal:			75,896.25	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
102-9223-5100-00	KIMLEY-HORN AND ASSOC INC	Task 2: Fire Recovery Big Rock Disch	06/11/2026	79315	8,552.50	000004683
		Vendor Subtotal:			8,552.50	
102-9227-5100-00	NATIONAL CONSTRUCTION REI	Las Flores Temp Fence 4/14 - 10/13/2(	06/24/2026	79534	650.00	
102-9227-5100-00	NATIONAL CONSTRUCTION REI	Las Flores Temp Fence 6/3 - 6/30/26	06/24/2026	79534	407.95	
		Vendor Subtotal:			1,057.95	
		Subtotal for Section 1: 102			319,567.05	
103-0000-3505-02	CHUCK'S PARKING	Ref - Parking Rental 6/5/26	06/23/2026	79490	2,016.00	
		Vendor Subtotal:			2,016.00	
103-9050-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	6.62	
		Vendor Subtotal:			6.62	
103-9050-5100-00	ENHANCED LANDSCAPE MANA	City Hall Landscape Maint - May '26	06/11/2026	79338	1,094.81	000004317
		Vendor Subtotal:			1,094.81	
103-9050-5100-00	MASTER COOLING CORPORATI(	Credit - HVAC Parts	06/30/2026	79576	-18.39	000004118
103-9050-5100-00	MASTER COOLING CORPORATI(	City Hall HVAC Monthly Maint - Jun	06/30/2026	79576	2,033.80	000004118
		Vendor Subtotal:			2,015.41	
103-9050-5100-00	ULTIMATE MAINTENANCE SER\	City Hall Janitorial Svcs - Jun '26	06/22/2026	79425	4,350.00	000004018
		Vendor Subtotal:			4,350.00	
103-9050-5610-00	PACIFIC COAST ELEVATOR COR	Fuel Surcharge	06/11/2026	79302	350.00	000003836
		Vendor Subtotal:			350.00	
103-9050-5610-00	BEAR CONTRACTORS INC	Pre Action Pump Repair	06/22/2026	79429	650.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			650.00	
103-9050-5610-00	PAUL JOSEPH CROTEAU	City Hall - Office Paint Svcs	06/11/2026	79307	792.00	
		Vendor Subtotal:			792.00	
103-9050-5610-00	EMERGENCY LIGHTING EQUIPM	Bi-Annual EM Lighting Preventative I	06/22/2026	79437	1,546.80	
		Vendor Subtotal:			1,546.80	
103-9050-5610-00	ENHANCED LANDSCAPE MANA	City Hall - Irrigation Repairs	06/11/2026	79338	173.70	
		Vendor Subtotal:			173.70	
103-9050-5610-00	RICHARD FETTINGER	City Hall Maint - Apr '26	06/11/2026	79309	2,170.00	
103-9050-5610-00	RICHARD FETTINGER	MPR Floors/Breakroom Misc Labor -	06/11/2026	79309	1,760.00	
		Vendor Subtotal:			3,930.00	
103-9050-5610-00	MASTER COOLING CORPORATI	City Hall Water Treatment - Jun '26	06/22/2026	79421	517.00	
103-9050-5610-00	MASTER COOLING CORPORATI	HVAC Parts	06/30/2026	79576	18.39	
103-9050-5610-00	MASTER COOLING CORPORATI	HVAC Parts	06/30/2026	79576	21.52	
		Vendor Subtotal:			556.91	
103-9050-5610-00	WINK ROBERTS	City Hall - New Offices Paint Svcs	06/11/2026	79352	5,124.25	
		Vendor Subtotal:			5,124.25	
103-9050-5610-00	US BANK	PW-7465 Freedom&Glory/Amazon - I	06/24/2026	79514	710.87	
		Vendor Subtotal:			710.87	
103-9050-5721-00	FRONTIER CALIFORNIA INC	City Hall Septic/Fire Line - Jun '26	06/12/2026	79371	182.74	
		Vendor Subtotal:			182.74	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
103-9050-5722-00	SOUTHERN CALIFORNIA EDISO	City Hall - Apr '26	06/12/2026	79382	8,922.63	
		Vendor Subtotal:			8,922.63	
103-9050-5723-00	LA CO MALIBU TREASURER-WA	Water - City Hall Fireline 3/9 - 5/6/26	06/23/2026	79467	898.37	
103-9050-5723-00	LA CO MALIBU TREASURER-WA	Water - City Hall 3/9 - 5/6/26 Acct#29	06/23/2026	79467	1,379.02	
		Vendor Subtotal:			2,277.39	
103-9050-5725-00	GI INDUSTRIES	Garbage - City Hall Green Waste - Jun	06/22/2026	79415	74.57	
		Vendor Subtotal:			74.57	
103-9050-6160-00	AAA PROPANE SERVICES INC	City Hall Propane	06/11/2026	79331	928.90	
		Vendor Subtotal:			928.90	
103-9050-6160-00	HD SUPPLY INC	City Hall - Janitorial Supplies	06/22/2026	79416	543.40	
		Vendor Subtotal:			543.40	
103-9050-6160-00	US BANK	PW-7465 Amazon - City Hall Supplie	06/24/2026	79514	873.17	
		Vendor Subtotal:			873.17	
103-9050-6300-00	US BANK	PW-7465 Amazon/Wilshirs - Water Fi	06/24/2026	79514	884.15	
		Vendor Subtotal:			884.15	
103-9050-7300-00	GENESIS FLOOR COVERING INC	Flood Damage Carpet/Vinyl Replacem	06/22/2026	79439	36,450.64	000004727
		Vendor Subtotal:			36,450.64	
103-9050-7300-00	MASTER COOLING CORPORATIO	City Hall - Ductwork Modifications	06/22/2026	79421	607.56	
		Vendor Subtotal:			607.56	
		Subtotal for Section 1: 103			75,062.52	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
203-3009-5145-00	RTW MANAGEMENT	Dial-A-Ride - Apr '26	06/11/2026	79355	47,625.00	000004433
203-3009-5145-00	RTW MANAGEMENT	Dial-A-Ride - May '26	06/23/2026	79506	46,954.00	000004433
			Vendor Subtotal:		94,579.00	
			Subtotal for Section 1: 203		94,579.00	
207-3004-5100-00	SOLID WASTE SOLUTIONS INC	Report/Hauler Permits/AB 939 - May	06/22/2026	79452	3,593.25	000004074
			Vendor Subtotal:		3,593.25	
207-3004-5100-00	US BANK	PW-9462 eVQ Assessment Fee	06/24/2026	79514	50.00	
			Vendor Subtotal:		50.00	
207-3004-5100-01	SOLID WASTE SOLUTIONS INC	Dumpster Lid Enforcement - May '26	06/22/2026	79452	1,566.00	000004074
			Vendor Subtotal:		1,566.00	
207-3004-5850-00	SOLID WASTE SOLUTIONS INC	SB 1383 Cal Recycle Grant - May '26	06/22/2026	79452	3,058.00	
			Vendor Subtotal:		3,058.00	
			Subtotal for Section 1: 207		8,267.25	
215-7070-5931-01	MALIBU COMMUNITY LABOR E	CDBG Day Labor Exchange - Mar '26	06/23/2026	79471	663.00	000004614
215-7070-5931-01	MALIBU COMMUNITY LABOR E	CDBG Day Labor Exchange - Apr '26	06/23/2026	79471	663.00	000004614
215-7070-5931-01	MALIBU COMMUNITY LABOR E	CDBG Day Labor Exchange - May '26	06/23/2026	79471	663.00	000004614
			Vendor Subtotal:		1,989.00	
215-7070-7800-00	WILLIAMS SCOTSMAN INC	MCLE Office Trailer 5/28 - 6/27/26	06/11/2026	79329	2,844.04	
215-7070-7800-00	WILLIAMS SCOTSMAN INC	MCLE Restroom Trailer - Tank 6/9 - 7	06/22/2026	79456	1,036.35	
215-7070-7800-00	WILLIAMS SCOTSMAN INC	MCLE Restroom Trailer - Toilet 6/10 -	06/23/2026	79482	8,522.51	
			Vendor Subtotal:		12,402.90	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Section 1: 215		14,391.90	
290-6002-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 98-1 Big Rock - Admin Svcs 1/13	06/22/2026	79427	1,084.75	000003903
			Vendor Subtotal:		1,084.75	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Credit - Asmt Big Rock Cool Oak 3/1:	06/11/2026	79357	-18.80	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Big Rock Cool Oak 4/16 - 5/14/:	06/11/2026	79357	767.65	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Big Rock Cool Oak 4/2 - 5/3/26	06/11/2026	79357	139.47	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Big Rock Inland Pump - Apr '26	06/12/2026	79382	56.84	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Dist Big Rock - Apr '26	06/12/2026	79382	1,086.61	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Big Rock Cool Oak - Service Fe	06/22/2026	79423	1.84	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Big Rock Cool Oak 5/4 - 6/2/26	06/22/2026	79423	78.21	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Big Rock Cool Oak 5/15 - 6/15/:	06/30/2026	79563	821.08	
			Vendor Subtotal:		2,932.90	
			Subtotal for Section 1: 290		4,017.65	
291-6003-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 98-3 Malibu Rd - Admin Svcs 1/1	06/22/2026	79427	1,068.75	000003903
			Vendor Subtotal:		1,068.75	
291-6003-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt dst Malibu Rd - Apr '26	06/12/2026	79382	91.64	
			Vendor Subtotal:		91.64	
			Subtotal for Section 1: 291		1,160.39	
292-6004-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 98-2 Calle Del Barco - Admin Sv	06/22/2026	79427	1,068.75	000003903
			Vendor Subtotal:		1,068.75	
292-6004-5722-00	SOUTHERN CALIFORNIA EDISO	Calle Del Barco - Apr '26	06/12/2026	79382	14.98	
292-6004-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Dist Rambla-Calle - Apr '26	06/12/2026	79382	21.84	
			Vendor Subtotal:		36.82	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Subtotal for Section 1: 292			1,105.57	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	19455 1/4 PCH 4/16 - 5/14/26	06/11/2026	79357	37.41	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	24251 1/4 PCH 4/20 - 5/18/26	06/11/2026	79357	48.55	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	Credit - 23035 1/4 PCH 3/19 - 4/19/26	06/11/2026	79357	-0.48	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	23707 1/4 PCH 4/20 - 5/18/26	06/11/2026	79357	91.83	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	22310 1/4 PCH 4/17 - 5/17/26	06/11/2026	79357	34.30	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	21825 1/4 PCH 4/17 - 5/17/26	06/11/2026	79357	38.64	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	23035 1/4 PCH 4/20 - 5/18/26	06/11/2026	79357	31.87	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	22878 1/4 PCH 4/20 - 5/18/26	06/11/2026	79357	31.23	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	Credit - 22878 1/4 PCH 3/19 - 4/19/26	06/11/2026	79357	-0.92	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	Credit - 21434 1/4 PCH 3/18 - 4/16/26	06/11/2026	79357	-0.64	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	20137 1/2 PCH 4/15 - 5/13/26	06/11/2026	79357	34.06	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	Credit - 20137 1/2 PCH 3/16 - 4/14/26	06/11/2026	79357	-31.93	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	Credit - 22310 1/4 PCH 3/18 - 4/16/26	06/11/2026	79357	-2.07	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	21434 1/4 PCH 4/17 - 5/17/26	06/11/2026	79357	36.74	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 21825 1/4 PCH 5/18 - 5/	06/22/2026	79423	3.92	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 23707 1/4 PCH 5/19 - 5/	06/22/2026	79423	6.47	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 21434 1/4 PCH 5/18 - 5/	06/22/2026	79423	3.86	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 24251 1/4 PCH 5/19 - 5/	06/22/2026	79423	3.50	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	22960 1/4 PCH 4/21 - 5/20/26	06/22/2026	79423	45.15	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 24258 1/4 PCH 4/20 - 5/	06/22/2026	79423	43.98	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	19019.5 PCH Credit Timely 1st Bill	06/22/2026	79423	-30.00	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	19019.5 PCH 3/16 - 4/14/26	06/22/2026	79423	-5.52	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 23035 1/4 PCH 5/19 - 5/	06/22/2026	79423	2.42	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 19455 1/4 PCH 5/15 - 5/	06/22/2026	79423	8.04	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	19019.5 PCH 4/15 - 5/13/26	06/22/2026	79423	30.29	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 22310 1/4 PCH 5/18 - 5/	06/22/2026	79423	3.78	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 22878 1/4 PCH 5/19 - 5/	06/22/2026	79423	2.37	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 19019.5 PCH 5/14 - 5/2	06/22/2026	79423	15.35	
310-9066-5100-00	SOUTHERN CALIFORNIA EDISO	FINAL BILL 20137.5 PCH 5/14 - 5/2	06/22/2026	79423	16.55	
		Vendor Subtotal:			498.75	
310-9090-5100-00	CS LEGACY CONSTRUCTION IN	Permanent Skate Park - Apr '26	06/22/2026	79435	158,519.52	000004530
		Vendor Subtotal:			158,519.52	
310-9090-5100-00	FILIPPIN ENGINEERING INC	Task 1: Permanent Skate Park - Throu	06/11/2026	79310	52,764.20	000004488
310-9090-5100-00	FILIPPIN ENGINEERING INC	Task 1: Permanent Skate Park - Throu	06/22/2026	79438	42,943.75	000004488
310-9090-5100-00	FILIPPIN ENGINEERING INC	Task 1: Permanent Skate Park - Throu	06/22/2026	79438	50,787.50	000004488

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			146,495.45	
310-9100-5100-00	CHEN RYAN ASSOCIATES INC	PCH Right Turn Lane at Trancas - Apı	06/11/2026	79306	8,225.25	000003915
310-9100-5100-00	CHEN RYAN ASSOCIATES INC	PCH Right Turn Lane at Trancas - Ma	06/11/2026	79306	7,640.75	000003915
		Vendor Subtotal:			15,866.00	
310-9101-5100-00	KIMLEY-HORN AND ASSOC INC	PCH Crosswalk at Big Rock - Througl	06/22/2026	79445	6,347.50	000004631
		Vendor Subtotal:			6,347.50	
310-9109-5100-00	KIMLEY-HORN AND ASSOC INC	Las Flores/Rambla Pacifico Intersectic	06/08/2026	79396	55,082.50	000004573
310-9109-5100-00	KIMLEY-HORN AND ASSOC INC	Las Flores/Rambla Pacifico Intersectic	06/08/2026	79396	59,075.00	000004573
		Vendor Subtotal:			114,157.50	
310-9123-5100-00	PACIFIC ARCHITECTURE AND E	Bluffs Park Snack Shack Engr Svcs - M	06/22/2026	79450	9,872.57	000004550
		Vendor Subtotal:			9,872.57	
		Subtotal for Section 1: 310			451,757.29	
500-7008-5100-00	ENHANCED LANDSCAPE MANA	Legacy Park Landscape Maint/Liners -	06/11/2026	79338	17,219.76	000004317
		Vendor Subtotal:			17,219.76	
500-7008-5130-00	ENHANCED LANDSCAPE MANA	Legacy Park - Irrigation Repairs	06/11/2026	79338	225.00	
		Vendor Subtotal:			225.00	
500-7008-5722-00	SOUTHERN CALIFORNIA EDISO	Legacy Park Lift Station - Apr '26	06/12/2026	79382	1,054.85	
500-7008-5722-00	SOUTHERN CALIFORNIA EDISO	23661 PCH - Apr '26	06/12/2026	79382	733.58	
		Vendor Subtotal:			1,788.43	
500-7008-5723-00	LA CO MALIBU TREASURER-WA	Water - Legacy Park 3/9-5/6/26 Acct#:	06/11/2026	79348	6,671.22	
500-7008-5723-00	LA CO MALIBU TREASURER-WA	Water - Irrigation Legacy Park 3/9-5/6	06/11/2026	79348	588.14	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			7,259.36	
500-7008-5725-00	GI INDUSTRIES	Garbage - Supercare Pharmacy - Jun '2	06/24/2026	79530	215.54	
500-7008-5725-00	GI INDUSTRIES	Garbage - Ioki Lot - Jun '26 Acct#23-5	06/24/2026	79530	179.63	
		Vendor Subtotal:			395.17	
		Subtotal for Section 1: 500			26,887.72	
515-3010-5100-00	30 THREE SIXTY PUBLIC FINAN	WW/RW Fee CCWWTP - Admin Svc	06/22/2026	79427	326.00	000003903
		Vendor Subtotal:			326.00	
515-3010-5210-00	SOUTH COAST AQMD	AQMD Hot Spots - FacID 181174 FY	06/22/2026	79453	172.49	
515-3010-5210-00	SOUTH COAST AQMD	AQMD Hot Spots - FacID 181178 FY	06/22/2026	79453	172.49	
515-3010-5210-00	SOUTH COAST AQMD	AQMD Hot Spots - FacID 181179 FY	06/22/2026	79453	172.49	
515-3010-5210-00	SOUTH COAST AQMD	AQMD Hot Spots - FacID 171708 FY	06/22/2026	79453	172.49	
		Vendor Subtotal:			689.96	
515-3010-5401-00	13 STARS MEDIA	Legal Notice - Wastewater Rates 6/11	06/30/2026	79545	116.28	
		Vendor Subtotal:			116.28	
515-3010-5611-00	INTEGRATED PERFORMANCE C	Operation, Maint, and Mgmt - CCWW	06/11/2026	79314	96,338.25	000003456
		Vendor Subtotal:			96,338.25	
515-3010-5640-00	INTEGRATED PERFORMANCE C	Equipment Maint - CCWWTF - Apr '2	06/11/2026	79314	1,379.00	000003456
		Vendor Subtotal:			1,379.00	
515-3010-5656-00	RINCON CONSULTANTS INC	CCWTF Water Quality Monitoring - M	06/23/2026	79475	21,972.90	000004135
		Vendor Subtotal:			21,972.90	
515-3010-5721-00	BADGER METER INC	Meter Monitoring - May '26	06/22/2026	79428	39.99	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			39.99	
515-3010-5721-00	FRONTIER CALIFORNIA INC	Phone - CCWTF 5/8 - 6/7/26	06/11/2026	79311	482.23	
515-3010-5721-00	FRONTIER CALIFORNIA INC	Phone - CCWTF 6/8 - 7/7/26	06/30/2026	79549	484.02	
515-3010-5721-00	FRONTIER CALIFORNIA INC	Phone - CCWTF 6/4 - 7/3/26	06/30/2026	79549	208.06	
		Vendor Subtotal:			1,174.31	
515-3010-5722-00	SOUTHERN CALIFORNIA EDISO	CCWWTF - Apr '26	06/12/2026	79382	13,350.88	
515-3010-5722-00	SOUTHERN CALIFORNIA EDISO	Injection Wells/CCWWTF - Apr '26	06/12/2026	79382	321.84	
		Vendor Subtotal:			13,672.72	
515-3010-5723-00	LA CO MALIBU TREASURER-WA	Water - CCWTF 3/9 - 5/6/26 Acct#29	06/11/2026	79317	581.30	
515-3010-5723-00	LA CO MALIBU TREASURER-WA	Late Fee - CCWTF 3/9-5/6/26 Acct#2	06/30/2026	79557	10.00	
		Vendor Subtotal:			591.30	
515-3010-5724-00	SOUTHERN CALIFORNIA GAS C	CCWTF Gas 5/4 - 6/4/26	06/30/2026	79564	20.35	
		Vendor Subtotal:			20.35	
515-3010-5725-00	GI INDUSTRIES	Garbage - CCWTF - Jun '26	06/22/2026	79440	243.23	
		Vendor Subtotal:			243.23	
515-3010-5725-01	INTEGRATED PERFORMANCE C	Biosolids Disposal - CCWWTF - Apr	06/11/2026	79314	7,350.00	000003456
		Vendor Subtotal:			7,350.00	
515-3010-6160-00	INTEGRATED PERFORMANCE C	Operating Supplies - CCWWTF - Apr	06/11/2026	79314	321.36	000003456
		Vendor Subtotal:			321.36	
515-3010-6161-00	INTEGRATED PERFORMANCE C	Chemical Supplies - CCWWTF - Apr	06/11/2026	79314	3,199.31	000003456
		Vendor Subtotal:			3,199.31	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Section 1: 515		147,434.96	
601-3005-5722-00	SOUTHERN CALIFORNIA EDISO	Electric Car Charger - Apr '26	06/12/2026	79382	646.14	
		Vendor Subtotal:			646.14	
601-3005-6120-00	US BANK	PW-8679 Ford Pro - GPS Monthly	06/24/2026	79514	480.00	
		Vendor Subtotal:			480.00	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F41 Oil Change	06/23/2026	79470	190.82	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F39 Oil Change	06/23/2026	79470	190.82	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F45 Tire Replacement	06/23/2026	79470	1,388.98	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F31 Tire/Axle Replacem	06/23/2026	79470	1,798.75	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F42 Oil Change	06/23/2026	79470	189.05	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F33 Oil Change	06/23/2026	79470	190.82	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F40 Oil Change	06/23/2026	79470	190.82	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F16 Oil Change	06/23/2026	79470	190.82	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F15 Oil Change	06/23/2026	79470	177.56	
		Vendor Subtotal:			4,508.44	
601-3005-6330-00	US BANK	PW-1571 Buzz Wax - Fleet Car Wash	06/24/2026	79514	100.00	
		Vendor Subtotal:			100.00	
601-3005-6500-00	WRIGHT EXPRESS FSC WEX BAN	Gas Receipts 4/24 - 5/23/26	06/11/2026	79304	1,254.49	
601-3005-6500-00	WRIGHT EXPRESS FSC WEX BAN	Gas Receipts 5/24 - 6/23/26	06/30/2026	79569	1,358.95	
		Vendor Subtotal:			2,613.44	
601-3005-6500-00	US BANK	CS-1673 Chevron - Fleet Fuel	06/24/2026	79514	132.06	
601-3005-6500-00	US BANK	CS-2481 Chevron - Fleet Fuel	06/24/2026	79514	740.52	
601-3005-6500-00	US BANK	PW-9093 Chevron - Fleet Fuel	06/24/2026	79514	212.55	
601-3005-6500-00	US BANK	CS-7433 Speedway/Shell - Fleet Fuel	06/24/2026	79514	276.38	
601-3005-6500-00	US BANK	PW-1571 Exxon/Shell - Fleet Fuel	06/24/2026	79514	192.74	
601-3005-6500-00	US BANK	PW-8679 Shell - Fleet Fuel	06/24/2026	79514	102.08	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,656.33	
601-3005-7700-00	REAGAN HOM	F033 Safety Lighting	06/22/2026	79442	6,328.24	000004697
601-3005-7700-00	REAGAN HOM	F041 Safety Lighting	06/22/2026	79442	6,873.98	000004697
601-3005-7700-00	REAGAN HOM	F015 Safety Lighting	06/22/2026	79442	2,815.31	000004697
		Vendor Subtotal:			16,017.53	
		Subtotal for Section 1: 601			26,021.88	
602-7060-4209-00	STANDARD INSURANCE COMPA	PR 18.06.2026 STD/LTD	06/24/2026	79519	-1.86	
		Vendor Subtotal:			-1.86	
602-7060-5100-00	KONICA MINOLTA BUSINESS SC	Agenda Power Automation	06/11/2026	79316	6,250.00	
		Vendor Subtotal:			6,250.00	
602-7060-5300-00	MARIO REYNA	Reimb - Flight to Microsoft 365 Comm	06/11/2026	79324	576.79	
		Vendor Subtotal:			576.79	
602-7060-5300-00	US BANK	IS-9039 Orlando Conference Apr '26	06/24/2026	79514	1,274.29	
		Vendor Subtotal:			1,274.29	
602-7060-5630-00	US BANK	IS-9039 PFU Ricoh - Annual CDD Sc	06/24/2026	79514	1,397.00	
		Vendor Subtotal:			1,397.00	
602-7060-5721-00	FRONTIER CALIFORNIA INC	Fiber Optics Svc 5/15 - 6/14/26	06/11/2026	79311	810.00	
602-7060-5721-00	FRONTIER CALIFORNIA INC	Media Broadcast 5/14 - 6/13/26	06/11/2026	79311	1,015.96	
602-7060-5721-00	FRONTIER CALIFORNIA INC	City Hall Internet 5/27 - 6/26/26	06/12/2026	79371	1,605.22	
		Vendor Subtotal:			3,431.18	
602-7060-5721-00	CHARTER COMMUNICATIONS I	City Hall Cameras- Jun '26 Acct#2652	06/12/2026	79384	517.71	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
602-7060-5721-00	CHARTER COMMUNICATIONS I	Media Network - Jun '26 Acct#25684[illegible]	06/12/2026	79384	1,050.00	
602-7060-5721-00	CHARTER COMMUNICATIONS I	City Hall Internet - Jun '26 Acct#2568[illegible]	06/12/2026	79384	1,280.00	
602-7060-5721-00	CHARTER COMMUNICATIONS I	Public Network - Jun '26 Acct#263244[illegible]	06/12/2026	79384	1,335.00	
602-7060-5721-00	CHARTER COMMUNICATIONS I	Rebuld Ctr Cameras - May '26 Acct#2[illegible]	06/23/2026	79478	380.49	
602-7060-5721-00	CHARTER COMMUNICATIONS I	Rebuld Ctr Cameras - Jun '26 Acct#26[illegible]	06/23/2026	79478	380.49	
		Vendor Subtotal:			4,943.69	
602-7060-5721-00	US BANK	IS-6901 Starlink IT	06/24/2026	79514	5.00	
602-7060-5721-00	US BANK	IS-6901 QikCall - Emergency Call Bo	06/24/2026	79514	40.09	
		Vendor Subtotal:			45.09	
602-7060-6120-00	US BANK	IS-6901 Computer Software	06/24/2026	79514	9,787.91	
602-7060-6120-00	US BANK	IS-9039 Computer Software	06/24/2026	79514	3,679.11	
		Vendor Subtotal:			13,467.02	
602-7060-6120-00	FLEXENTIAL COLORADO CORP	Server Colocation - Jun '26	06/23/2026	79481	3,234.39	
		Vendor Subtotal:			3,234.39	
602-7060-6160-00	US BANK	IS-4874 Amazon - Supplies	06/24/2026	79514	259.81	
		Vendor Subtotal:			259.81	
602-7060-7400-00	AMAZON CAPITAL SERVICES IN	Server Room - UPS Battery Backup	06/11/2026	79301	12,017.26	000004724
		Vendor Subtotal:			12,017.26	
602-7060-7400-00	US BANK	IS-6901 Amazon - Brother Printer (Re	06/24/2026	79514	146.99	
602-7060-7400-00	US BANK	IS-4874 Computer Equipment	06/24/2026	79514	1,508.91	
602-7060-7400-00	US BANK	IS-9039 Computer Equipment	06/24/2026	79514	2,959.74	
602-7060-7400-00	US BANK	IS-6901 Computer Equipment	06/24/2026	79514	13,854.68	
		Vendor Subtotal:			18,470.32	
		Subtotal for Section 1: 602			65,364.98	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
710-0000-2270-12	ADRIANE DEKIRMENDJIAN	Reissue CK 67922 - Ref - Rental Secu	06/15/2026	79407	100.00	
		Vendor Subtotal:			100.00	
710-0000-2270-12	KRISTEN HO	Ref - HO, KRISTEN Security Deposit	06/12/2026	79373	250.00	
		Vendor Subtotal:			250.00	
710-0000-2270-12	TREVOR NEUHOFF	Reissue CK 65686 - Ref - Security De	06/15/2026	79410	250.00	
		Vendor Subtotal:			250.00	
710-0000-2270-20	California State Controller's Office	Escheatment - FY 2021-22 Old AP Ch	06/24/2026	0	5,136.18	
		Vendor Subtotal:			5,136.18	
710-0000-2270-38	KIMLEY-HORN AND ASSOC INC	23700 Malibu Rd - Through 7/31/25	06/30/2026	79573	1,141.88	000004354
710-0000-2270-38	KIMLEY-HORN AND ASSOC INC	4000 Malibu Canyon Rd - Through 7/.	06/30/2026	79573	3,861.38	000004354
		Vendor Subtotal:			5,003.26	
710-0000-2270-44	13 STARS MEDIA	Ad - MLSS Poetry Summit 5/14/26	06/11/2026	79330	268.00	
710-0000-2270-44	13 STARS MEDIA	Ad - MLSS - LUNDEN, JOAN 6/4/26	06/24/2026	79522	268.00	
		Vendor Subtotal:			536.00	
710-0000-2270-44	CARLA BATES	Reimb - MLSS - Art Days Supplies - (	06/23/2026	79485	320.46	
		Vendor Subtotal:			320.46	
710-0000-2270-44	ANN BUXIE	MLSS - Summer Jubilation Poetry 6/1	06/23/2026	79488	100.00	
		Vendor Subtotal:			100.00	
710-0000-2270-44	CALIFORNIA FAMILY FARMS	MLSS - Catering Vibrant Cycles Poetr	06/11/2026	79335	1,000.00	
		Vendor Subtotal:			1,000.00	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
710-0000-2270-44	ELIZABETH DAVIS	MLSS - Summer Jubilations Poetry 6/	06/23/2026	79493	500.00	
		Vendor Subtotal:			500.00	
710-0000-2270-44	SUSIE DUFF	MLSS - Summer Jubilations Poet 6/13	06/24/2026	79527	500.00	
		Vendor Subtotal:			500.00	
710-0000-2270-44	LOIS JOHNSON	MLSS - Moderator for Joan Lunden 6/	06/24/2026	79532	250.00	
		Vendor Subtotal:			250.00	
710-0000-2270-44	MALIBU ELEMENTARY SCHOOL	FY 25/26 Malibu Elem Library Set As	06/22/2026	79448	695.16	
		Vendor Subtotal:			695.16	
710-0000-2270-44	MALIBU FRIENDS OF MUSIC	MLSS - Musicians Vibrant Cycles Poe	06/11/2026	79351	3,000.00	
		Vendor Subtotal:			3,000.00	
710-0000-2270-44	KALIKOLEHUA ORIAN	MLSS - Summer Jubilations Poet 6/13	06/11/2026	79354	500.00	
		Vendor Subtotal:			500.00	
710-0000-2270-44	US BANK	CS-1563 Amazon/WF- MLSS Poetry S	06/24/2026	79514	333.54	
710-0000-2270-44	US BANK	CS-1563 Ralphs - MLSS R. MULLEN	06/24/2026	79514	23.67	
710-0000-2270-44	US BANK	CS-1563 Ralphs - MLSS Caffeinated '	06/24/2026	79514	20.08	
		Vendor Subtotal:			377.29	
710-0000-2270-44	DEFOREEST WRIGHT	MLSS - Summer Jubilations Poetry 6/	06/23/2026	79513	500.00	
		Vendor Subtotal:			500.00	
710-0000-2270-51	MNS ENGINEERS INC	6405 Sycamore Meadows Dr 2/23 - 3/	06/08/2026	79401	1,505.00	000004380
710-0000-2270-51	MNS ENGINEERS INC	6301 Trancas Cyn Rd 2/23 - 3/29/26	06/08/2026	79401	1,260.00	000004380
710-0000-2270-51	MNS ENGINEERS INC	31800 Broad Beach Rd 4/27 - 5/24/26	06/23/2026	79472	1,400.00	000004380

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			4,165.00	
710-0000-2270-54	LA CO REGISTRAR RECCORDER	Recorded Doc Fee - Apr '26	06/08/2026	79398	32.00	
		Vendor Subtotal:			32.00	
			Subtotal for Section 1: 710		23,215.35	
712-9048-5100-00	30 THREE SIXTY PUBLIC FINAN	CFD 2006-1 Carbon Beach - Admin S	06/22/2026	79427	2,366.00	000003903
		Vendor Subtotal:			2,366.00	
			Subtotal for Section 1: 712		2,366.00	
713-9052-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 2010-1 Broad Beach - Admin Svc	06/22/2026	79427	1,565.50	000003903
		Vendor Subtotal:			1,565.50	
			Subtotal for Section 1: 713		1,565.50	
715-9049-5100-00	30 THREE SIXTY PUBLIC FINAN	AD 2015-1 CCWWTP Phase 1 - Admi	06/22/2026	79427	1,727.00	000003903
		Vendor Subtotal:			1,727.00	
			Subtotal for Section 1: 715		1,727.00	
900-0000-2022-00	CalPERS Health	PR Batch 70018.06.2026 Health Insur	06/24/2026	0	197,051.48	
		Vendor Subtotal:			197,051.48	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70004.06.2026 Health EE D	06/24/2026	79516	442.95	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70004.06.2026 Health EE D	06/24/2026	79516	36.42	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70018.06.2026 Health EE D	06/24/2026	79516	36.42	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70018.06.2026 Health EE D	06/24/2026	79516	442.95	
		Vendor Subtotal:			958.74	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
900-0000-2023-00	BLUE SHIELD OF CALIFORNIA	PR Batch 70018.06.2026 Vision Care	06/24/2026	79517	1,631.76	
			Vendor Subtotal:		1,631.76	
900-0000-2024-00	DELTA DENTAL OF CALIFORNIA	PR Batch 70018.06.2026 Dental Insur:	06/24/2026	79518	9,087.84	
			Vendor Subtotal:		9,087.84	
900-0000-2025-00	STANDARD INSURANCE COMPA	PR Batch 70018.06.2026 Life Insuranc	06/24/2026	79519	1,277.22	
			Vendor Subtotal:		1,277.22	
900-0000-2025-01	STANDARD INSURANCE COMPA	PR Batch 70018.06.2026 Additional L	06/24/2026	79520	338.93	
			Vendor Subtotal:		338.93	
900-0000-2026-00	STANDARD INSURANCE COMPA	PR Batch 70004.06.2026 STD/LTD	06/24/2026	79519	4,526.92	
900-0000-2026-00	STANDARD INSURANCE COMPA	PR Batch 70018.06.2026 STD/LTD	06/24/2026	79519	4,576.10	
			Vendor Subtotal:		9,103.02	
900-0000-2027-00	HEALTH AND HUMAN RESOURC	PR Batch 70018.06.2026 Employee A:	06/24/2026	79515	189.04	
			Vendor Subtotal:		189.04	
900-0000-2040-00	CalPERS Retirement	PR Batch 70018.06.2026 PERS EESh:	06/24/2026	0	12,445.85	
			Vendor Subtotal:		12,445.85	
900-0000-2040-01	CalPERS Retirement	PR Batch 70018.06.2026 PERS ERSh:	06/24/2026	0	23,789.34	
900-0000-2040-01	CalPERS Retirement	PR Batch 70018.06.2026 PEPRA ER (	06/24/2026	0	24,187.77	
900-0000-2040-01	CalPERS Retirement	PR Batch 70018.06.2026 PEPRA CC I	06/24/2026	0	46.78	
			Vendor Subtotal:		48,023.89	
900-0000-2040-02	CalPERS Retirement	PR Batch 70018.06.2026 PEPRA EE (	06/24/2026	0	24,129.26	
900-0000-2040-02	CalPERS Retirement	PR Batch 70018.06.2026 PEPRA CC I	06/24/2026	0	46.67	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			24,175.93	
900-0000-2041-00	US BANK	PR Batch 70018.06.2026 PARS - EE S	06/24/2026	79521	856.65	
900-0000-2041-00	US BANK	PR Batch 70018.06.2026 PARS - ER S	06/24/2026	79521	179.63	
		Vendor Subtotal:			1,036.28	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70018.06.2026 457 Retirem	06/24/2026	0	2,054.80	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70018.06.2026 457 Retirem	06/24/2026	0	14,891.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70018.06.2026 Roth-457 Re	06/24/2026	0	2,238.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70018.06.2026 457 Retirem	06/24/2026	0	3,650.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70018.06.2026 Roth-457 Re	06/24/2026	0	1,014.29	
		Vendor Subtotal:			23,848.09	
900-0000-2042-01	EMPOWER RETIREMENT LLC	PR Batch 70018.06.2026 457 Loan Pr	06/24/2026	0	1,242.03	
		Vendor Subtotal:			1,242.03	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70018.06.2026 401 Retirem	06/24/2026	0	750.00	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70018.06.2026 401 Retirem	06/24/2026	0	715.38	
		Vendor Subtotal:			1,465.38	
900-0000-2050-00	Federal Taxes from PR	PR Batch 70018.06.2026 Federal Inco	06/24/2026	0	77,975.26	
		Vendor Subtotal:			77,975.26	
900-0000-2051-00	State of California PR Taxes	PR Batch 70018.06.2026 State Income	06/24/2026	0	30,179.02	
		Vendor Subtotal:			30,179.02	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70018.06.2026 Medicare EE	06/24/2026	0	8,458.71	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70018.06.2026 Medicare ER	06/24/2026	0	8,458.71	
		Vendor Subtotal:			16,917.42	

Docusign Envelope ID: ABACF383-6390-8512-8395-4F7099DB72B1

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Section 1: 900		456,947.18	
			Report Total:		4,587,098.18	

Report Total:	4,587,098.18
Less:Clearing House Electronic AP Proof List	(482,905.06)
Total Transactions By Account:	4,104,193.12

City Council Meeting
07-13-26
Item 1.B.3.

Council Agenda Report

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

Prepared by: Kelsey Pettijohn, City Clerk

Approved by: Joseph D. Irvin, City Manager

Date prepared: July 1, 2026 Meeting date: July 13, 2026

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the November 24, 2025 Regular Meeting and the December 5, 2025 Special Meeting.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Staff has prepared draft minutes for the November 24, 2025 Regular Meeting and December 5, 2025 Special Meeting.

ATTACHMENTS:
November 24, 2025 Regular Meeting
December 5, 2025 Regular Meeting

MINUTES
MALIBU CITY COUNCIL
REGULAR MEETING
NOVEMBER 24, 2025
COUNCIL CHAMBERS
5:30 P.M.

MEETING CALL TO ORDER

Mayor Pro Tem Silverstein called the meeting to order at 5:01 p.m.

ROLL CALL

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

PRESENT: Mayor Marianne Riggins (arrived at 5:07 p.m.); Mayor Pro Tem Bruce Silverstein; and Councilmembers Haylynn Conrad (arrived at 5:03 p.m.), Doug Stewart and Steve Uhring.

PUBLIC COMMENT ON CLOSED SESSION

Mayor Pro Tem Silverstein opened the floor to public comment.

Anne K declined the opportunity to speak.

RECESS TO CLOSED SESSION

At 5:02 p.m., the Council recessed to Closed Session to discuss the following items listed on the Closed Session agenda:

Personnel Matters pursuant to Government Code Section 54957:

1. Public Employee Appointment
   Title: City Manager

Conference with Labor Negotiator pursuant to Government Code Section 54957.6:

1. City representative: Interim City Attorney Trevor Rusin
   Unrepresented employee: City Manager

Conference with Legal Counsel – Anticipated Litigation

1. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9
   Number of potential cases: (2)

REGULAR SESSION CALL TO ORDER

Mayor Riggins called the meeting to order at 5:45 p.m.

ROLL CALL

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

PRESENT: Mayor Marianne Riggins; Mayor Pro Tem Bruce Silverstein; and Councilmembers Haylynn Conrad, Doug Stewart and Steve Uhring.

ALSO PRESENT: Trevor Rusin, Interim City Attorney; Candace Bond, Interim City Manager; Richard Rojas, Deputy City Manager; Kelsey Pettijohn, City Clerk; Yolanda Bundy, Community Development Director; Susan Dueñas, Public Safety Director; Rob DuBoux, Public Works Director; Frances Arricale, Deputy City Manager; Adam Pisarkiewicz, Contract Planner; Luis Flores, Senior Management Analyst; Brandie Ayala, Senior Management Analyst; Parker Davis, Media Technician; and Jason Lawrence, Deputy City Clerk

CLOSED SESSION REPORT

Interim City Attorney Rusin reported that the meeting convened at 5:00 p.m., after which time the City Council recessed to a Closed Session pursuant to Government Code Sections 54957, 54957.6, and 54956.9(d)(4), with all Councilmembers present. He stated the Council discussed the items on the Closed Session agenda and took no reportable action.

PLEDGE OF ALLEGIANCE

Mayor Riggins led the Pledge of Allegiance.

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for this meeting was properly posted on November 14, 2025, with the first amended agenda posted on November 20, 2025. The second amended agenda was properly posted at City Hall on November 24 at 4:30 p.m., but due to a technical issue the website agenda posting linked to the first amended agenda. The supporting materials for the new items, Item Nos. 1.B.8., 1.B.9., and 7.D., were available on the website at the time of posting. Once staff noticed the error, the link to the second amended agenda was corrected and a notification was sent to all email and text subscribers at 6:14 p.m. on November 24, 2025. In addition to the agenda posting, a supplemental report was posted for Item 5.B. on November 21, 2025 at 4:53 p.m. and second supplemental report for that item was posted at 6:14 p.m.

APPROVAL OF AGENDA

MOTION Councilmember Uhring moved to approve the agenda and pull Item No. 1.B.7. from the Consent Calendar.

The Council discussed the motion.

FRIENDLY AMENDMENT

Mayor Pro Tem Silverstein moved to hear Item No. 5.B. as soon as possible after 6:30 p.m. and continue Item No. 8.C. to the December 8, 2025 Regular Meeting.

The amendment was accepted by the maker.

Mayor Pro Tem Silverstein second the motion.

The motion carried unanimously.

MOTION Mayor Pro Tem Silverstein moved, and Councilmember Conrad seconded a motion to continue Item No. 7.C. The motion failed, 2-3, Councilmember Uhring, Councilmember Stewart, and Mayor Riggins opposed

ITEM 1 CONSENT CALENDAR

Mayor Riggins opened the floor to public comment.

Justin was not available at the time of the hearing.

As there were no other speakers present for the Consent Calendar, the Mayor returned the matter to the table for discussion.

Item No. 1.B.7. was pulled by the Council.

MOTION Mayor Pro Tem Silverstein moved, and Councilmember Stewart seconded a motion to approve the Consent Calendar, pulling Item No. 1.B.7. The motion carried unanimously.

The Consent Calendar consisted of the following items:

A. Previously Discussed Items

1. Second Reading and Adoption of Ordinance No. 529
   Recommended Action: Conduct second reading, unless waived, and adopt Ordinance No. 529, amending Malibu Municipal Code Sections 2.56.070, 2.56.110, and 2.56.12, increasing the City Manager's purchasing authority from $25,000 to $60,000 and raising the small purchase/open-market purchases procedure from $5,000 to $10,000 in line with rate of inflation.

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 77166-77298 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. 779 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount

of $4,346,090.95. City of Malibu payroll check number 5534-5537 and ACH deposits were issued in the amount of $549,737.11.

3. Approval of Minutes
   Recommended Action: Approve the minutes for the May 27, 2025 Regular Meeting.
4. Investment Report for the Month Ending October 31, 2025
   Recommended Action: Receive the Investment Report for the month ending October 31, 2025.
5. Acceptance of Clover Heights Avenue Storm Drain Improvements Project
   Recommended Action: 1) Accept the work performed by J. Vega Engineering, Inc. for the Clover Heights Storm Drain Improvements Project, Specification No. 2101 as complete; and 2) Authorize the Public Works Director to submit for recordation a Notice of Completion.
6. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Conditions on Pacific Coast Highway (PCH)
   Recommended Action: Adopt Resolution No. 25-54 extending the declaration of the existence of a local emergency related to the increase of reckless and illegal driving on pacific coast highway and directing staff to coordinate efforts with other governmental agencies to increase attention and create programs to reduce the risk and danger associated with Pacific Coast Highway in the City.
8. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Palisades Fire
   Recommended Action: Adopt Resolution No. 25-58, extending the declaration of the existence of a local emergency in response to the Palisades Fire.
9. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Franklin Fire
   Recommended Action: Adopt Resolution No. 25-59, extending the declaration of the existence of a local emergency in response to the Franklin Fire.

The following items were pulled from the consent calendar for individual consideration:

7. Resolution Extending the Declaration of the Existence of a Local Emergency and Continuing a Program for Reducing the Risk of Fires Associated with Individuals Engaged in Unpermitted Camping
   Recommended Action: Adopt Resolution No. 25-55 extending the declaration of the existence of a local emergency and continuing a program for reducing the risk of fires associated with individuals engaged in unpermitted camping.

   The Council discussed the item.

MOTION Councilmember Stewart moved, and Councilmember Uhring seconded a motion to adopt Resolution No. 25-55, adding Section 2(4) City staff is directed to work with LASD to remove all individuals engaged in

unpermitted camping in any and all areas designated as VHFHZ in Malibu. If necessary to accomplish this object, such individuals should be arrested and prosecuted to the fullest extent permissible by law," extending the declaration of the existence of a local emergency and continuing a program for reducing the risk of fires associated with individuals engaged in unpermitted camping. The motion carried unanimously.

ITEM 2 CEREMONIAL/PRESENTATIONS

None.

ITEM 3 COMMISSION / COMMITTEE / CITY MANAGER UPDATES

Interim City Manager Bond expressed Thanksgiving gratitude for the resiliency of the Malibu community and dedicated City staff. She provided an update on continued negotiations for school separation agreements and announced the agreements would be considered by the Santa Monica-Malibu Unified School District Board of Education on December 1, 2025. She provided an update on Southern California Edison (SCE) undergrounding in the Palisades Fire area and support from SCE for City, SM-MUSD, and Caltrans projects. She announced a Los Angeles County initiative to coordinate undergrounding telecom lines in addition to electric lines. She reported the City has submitted a FEMA hazard mitigation grant application to underground telecom lines in the Palisades Fire burn area. She announced an Executive Order from the Governor that will allow homeowners rebuilding from the Palisades Fire to use insurance proceeds for optional solar and other environmental updates, suspend certain State statutes to support quick development of municipal sewer systems, and expand protections to prioritize those displaced by the Palisades Fire on waitlists for affordable housing. She announced Dick Van Dyke's 100th birthday on December 13, 2026 and associated celebrations in Malibu. She encouraged the public to take the evacuation plan survey to help with development of the evacuation plan update. She discussed recent and upcoming Environmental Health programs and events. She encouraged business owners to take the Business Recovery and Resilience survey. She announced the Malibu Education Foundation annual holiday tree lot and Thanksgiving holiday hours for City facilities.

Community Development Director Bundy provided a fire rebuild update. She reported on rebuild statistics and Executive Order N-37-25. She announced upcoming community sessions, including a design professionals meeting, a geotechnical workshop, and community meetings with rebuild families.

The Council directed questions to Community Development Director Bundy.

Sergeant Chris Soderlund, Los Angeles County Sheriff Department, presented annual crime statistics for 2025 and reviewed the Lost Hills-Malibu station operations in 2025 and plans for 2026.

The Council directed questions to Sergeant Soderlund.

RECESS At 6:27 p.m., Mayor Riggins recessed the meeting. The meeting resumed at 6:37 p.m. with all Councilmembers present.

ITEM 5 ORDINANCES AND PUBLIC HEARINGS

B. Appeal of Planning Commission Resolution No. 25-69 Regarding Coastal Development Permit No. 25-009 – An application to install 19 new guardrails, 22 new or upgraded curb ramps, 6,956 linear feet of new sidewalks, three new retaining walls, two realigned intersections, 27 new light poles, 9.7 miles of new or upgraded bike lanes, a vehicle pull-out for law enforcement use, median reconstruction at various locations, and associated roadway improvements along Pacific Coast Highway within the Public Right-of-Way (Citywide, along Pacific Coast Highway within the Public Right-of-Way from Serra Road to the Ventura County border, Owner: California Department of Transportation; Appellant: Malibu Township Council)
Recommended Action: 1) Adopt Resolution No. 25-57 Determining the Project Is Exempt from the California Environmental Quality Act, Denying Appeal No. 25-007, and Approving Coastal Development Permit No. 25-009 for the Installation of 19 New Guardrails, 22 New or Upgraded Curb Ramps, 6,956 Linear Feet of New Sidewalks, Three New Retaining Walls, Two Realigned Intersections, 27 New Light Poles, 9.7 Miles of New or Upgraded Bike Lanes, a Vehicle Pull-Out for Law Enforcement Use, Median Reconstruction at Various Locations, and Associated Roadway Improvements Along Pacific Coast Highway Within the Public Right-of-Way Between the Ventura County Line and Serra Road (California Department of Transportation); or 2) direct staff to return with a resolution denying the project.

Councilmember Conrad recused herself due to her publicly expressed strong opinion on the matter.

Councilmember Conrad left the dais at 6:40 p.m.

The Council directed procedural questions to the City Attorney.

Disclosures: Councilmembers Stewart and Uhring, Mayor Pro Tem Silverstein, Mayor Riggins

Contract Planner Pisarkiewicz presented the staff report.

Mayor Riggins opened the floor to public comment.

Speakers: Bill Sampson, Jo Drummond, Nancy Lu (Caltrans), Lee Haber (Caltrans), Darcy O'Herlihn, Parker Kaplan, Ell Conrad, Neha Matthews, Arthur

Brocklebank, Burt Ross, David Rolston (Tracy Rolston deferred time to David Rolston), Chris Wizner, Michel Shane, Marielle Hadid, Anne K., Bridget Thompson, Sofia De Belles, Tina Segel, Nicolle Taylor (Saron Bearel deferred time to Nicolle Taylor), Josh Spiegel, Kevin Keegan (Drew Leonard deferred time to Kevin Keegan), Lloyd Ahern, Damian Kevih, Scott Dittrich (Arno Koch, John Mazza, and Darren Graves deferred time to Scott Dittrich), Gina Merz-McCloskey, Pamela Conley Ulich, Heather Michaels, Justin Orenstein, Travis Gipson, Ryan, John Stockwell, Howard Rudzki, Meril May, andAndy Lyon

Thomas Spencer was not available at the time of the hearing.

The Council directed question to Ms. Taylor, Ms. Lu, and Mr. Haber.

Mr. Sampson and Ms. Drummond provided rebuttal.

Ms. Lu and Mr. Haber provided rebuttal.

As there were no other speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item.

MOTION Mayor Riggins moved, and Councilmember Stewart seconded a motion to adopt Resolution No. 25-57, as amended to correct the typographical error and list the bike lane mileage as 9.7 miles, Determining the Project Is Exempt from the California Environmental Quality Act, Denying Appeal No. 25-007, and Approving Coastal Development Permit No. 25-009 for the Installation of 19 New Guardrails, 22 New or Upgraded Curb Ramps, 6,956 Linear Feet of New Sidewalks, Three New Retaining Walls, Two Realigned Intersections, 27 New Light Poles, 9.7 Miles of New or Upgraded Bike Lanes, a Vehicle Pull-Out for Law Enforcement Use, Median Reconstruction at Various Locations, and Associated Roadway Improvements Along Pacific Coast Highway Within the Public Right-of-Way Between the Ventura County Line and Serra Road (California Department of Transportation).

The Council discussed the item and directed questions to staff.

The question was called, and the motion carried 3-1, Councilmember Uhring opposed and Councilmember Conrad absent.

RECESS At 9:24 p.m., Mayor Riggins recessed the meeting. The meeting resumed at 9:35 p.m. with Councilmembers Conrad, Stewart and Uhring, and Mayor Riggins present.

MOTION Councilmember Conrad moved, and Mayor Riggins seconded a motion to continue Item No. 7.C. to the December 8, 2025 Regular Meeting.

The motion carried, 4-0, with Mayor Pro Tem Silverstein absent.

Mayor Pro Tem Silverstein returned to the dais at 9:37 p.m.

ITEM 4.A. PUBLIC COMMENTS

Andrew Vznis and Parker Kaplan announced the opening of the Malibu Education Foundation community tree lot, thanked Council for fee waiver for the event, and discussed students' roles in the tree lot operations.

Kevin Keegan declined the opportunity to speak.

Norm Haynie discussed the Council's dedicated efforts to move fire rebuilds forward.

Annestacia K declined the opportunity to speak.

Darren Graves deferred time to Danny Smith.

Arno Koch deferred time to Danny Smith.

Jo Drummond deferred time to Danny Smith.

Danny Smith discussed requirements to replace septic tanks and the Regional Water Quality Control Boards' interpretation of "failure", which would require all onsite wastewater management (OWTS) systems to be replaced by advanced OWTS systems on properties damaged by the Palisades Fire, and the burden it would create for property owners.

In response to Councilmember Uhring, Mr. Smith stated a sewer would be the best environmental option.

Scott Dittrich discussed the streamlined process to apply for and receive his electrical permit. He discussed the temporary 25-mph speed limit in the fire burn area despite the lack of construction. He stated the City needed a permanent City Manager and he recommended considering Glen Becerra.

Councilmember Uhring stated he had received positive feedback about the reduced speed limit.

Salwa Wahba was not present at the time of the hearing.

Josh Spiegel was not present at the time of the hearing.

Bill Sampson was not present at the time of the hearing.

Pamela Conley Ulich was not present at the time of the hearing.

Lee Haber, Caltrans, thanked the Council for approving Coastal Development Permit (CDP) No. 25-009. He announced a public meeting the following Tuesday at City Hall on PCH roundabouts.

Thomas Spencer discussed Planning Commissioner John Mazza's 16 years of service and expressed concern about his political integrity. He discussed Jo Drummond's appeal of Coastal Development Permit No. 25-009 and expressed concern that it put the City in jeopardy. He discussed the Malibu Township Council's (MTC) appeals of development projects and reporting of code enforcement violations.

Dustan Batton discussed MTC's role in local politics and its activities. He stated the MTC did not represent the community.

Andy Lyon discussed the removal of the temporary skatepark.

Nino discussed a community petition in support of Glen Becerra for City Manager.

Ryan discussed improvements needed to improve PCH safety on the east side of the City. He indicated support for widening the road to protect pedestrians.

ITEM 4.B. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Councilmember Uhring encouraged remote speakers criticizing MTC to participate in the meetings in-person. He commended Public Works staff for their response to recent storms. He stated he had attended some Rebuild Zone Captains meetings and encouraged the public to submit their rebuild applications.

Councilmember Conrad questions about whether construction is ongoing on PCH. She indicated agreement that the City needed a permanent City Manager. She stated skaters were temporarily displaced while the skate park was under construction and could still skate at other locations in neighboring cities. She discussed the costs of appeals in time and money for the City and thanked the Council for approving the Caltrans project.

Councilmember Stewart stated he attended event at Topanga regarding Los Angeles County and Mountains Recreation Conservation Authority (MRCA) fire and land management plans. He discussed the innovations in the program.

In response to Mayor Pro Tem Silverstein, Public Works Director Duboux discussed the construction timeline for the permanent skatepark and impacts from the recent rains. He stated he was confident the skatepark would be open by the end of February, although some elements may still be being completed.

Mayor Pro Tem Silverstein discussed how the 25-mph speed limit demonstrated

that lower speed limits could improve public safety. He indicated support for taking a position on the Regional Water Quality Control Boards' interpretation. He stated he met with Glen Becerra and was impressed by him but expressed concern a city Manager candidate would solicit support from the residents. He encouraged remote speakers criticizing MTC to participate in the meetings in-person. He stated appeals were important and he learned a lot through the public hearings.

Mayor Riggins stated the City had retained a recruitment firm to conduct the City Manager recruitment and that candidates could apply through that process. She commended City staff for their work throughout the year and encouraged the public to shop locally on Small Business Saturday after Thanksgiving.

Councilmember Uhring commended Interim City Manager Bond for her service.

The Council discussed reordering the agenda.

MOTION Mayor Pro Tem Silverstein moved, and Councilmember Stewart seconded a motion to hear Item Nos. 7.A., 7.B., and 7.D., in that order, followed by the other items on the agenda. The motion carried unanimously.

ITEM 5 ORDINANCES AND PUBLIC HEARINGS (Continued)

A. Malibu Community Labor Exchange Project – A request to increase the property's floor-area-ratio, from 0.193 to 0.195, for the significant public benefits provided by the project conditionally approved by Coastal Development Permit No. 23-053 and Conditional Use Permit No. 23-005 for constructing a standalone office building for the continued operation of a day labor hiring site (Applicant: City of Malibu, Property Owner: Los Angeles County, Address: 23525 Civic Center Way)
Recommended Action: Continue the item to the December 8, 2025 Regular City Council meeting.

This item was continued upon approval of the agenda.

ITEM 7 NEW BUSINESS

A. Public Safety Patrols at City Parks
Recommended Action: 1) Review options for public safety patrols to address illegal activity at Legacy Park and Bluffs Park; and 2) Provide direction to staff, if appropriate.

Senior Management Analyst Flores presented the staff report.

Mayor Riggins opened the floor to public comment. As there were no speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Stewart moved, and Mayor Riggins seconded a motion to direct staff to bring back an item approving an amendment to the agreement with American Guard Services for additional armed security for four months and issue an RFP to bring back in four months.

The Council discussed the item and directed questions to staff.

The motion carried unanimously.

MOTION Councilmember Stewart moved and Mayor Pro Tem Silverstein seconded a motion to hear Item No. 7.B. after 10:30 p.m. The motion carried unanimously.

B. General Plan Safety Element Update
Recommended Action: 1) Receive a presentation on the draft update to the Safety Element of the City of Malibu General Plan, and 2) Provide feedback for consideration.

Public Safety Director Dueñas and Consultant Pfannenstiel presented the staff report.

Mayor Riggins opened the floor to public comment. As there were no speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff and the consultant.

Mayor Riggins received and filed the presentation without objection.

C. Amendment to the Malibu Local Coastal Program and Malibu Municipal Code Title 17 (Zoning) Modifying Standards Related to Beachfront Total Development Square Footage and Establishing a Beachfront Definition
Recommended Action: 1) Adopt Resolution No. 25-56 initiating amendments to the Local Coastal Program (LCP) and Title 17 (Zoning) of the Malibu Municipal Code (MMC) modifying standards related to beachfront total development square footage (TDSF), clarifying the definition of beachfront lots, and addressing related issues; 2) Direct staff to schedule a meeting with the Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES); and 3) Direct the Planning Commission to schedule a public hearing regarding the same following the ZORACES recommendation.

This item was continued to the December 8, 2025 meeting.

MOTION Mayor Pro Tem Silverstein moved, and Mayor Riggins seconded a motion to hear Item No. 7.D. after 10:30 p.m. The motion carried unanimously.

D. Professional Services Agreements for Rebuild Consulting Services
Recommended Action: A) Authorize the Mayor to execute individual Professional Services Agreements for Fire Recovery and Rebuild Consulting Services for the

following consulting firms:1) 4LEAF, Inc.; 2) Bureau Veritas North America, Inc.; 3) California Coastal Works, LLC.; 4) Casswell Consulting Inc.; 5) CJ Biomonitoring Inc.; 6) CSG Consultants Inc.; 7) Envicom, Inc.; 8) Fox Onsite Solutions, Inc.; 9) Iris Consulting, Inc.;10) Interwest Consulting Group, Inc.; 11) Kimley-Horn and Associates, Inc.; 12) Michael Baker International; 13) Moffat & Nichol, Inc.; 14) NV5, Inc.; 15) Premium Planning Solutions, Inc.; 16) Rincon Consultants, Inc.; 17) True North Compliance Services, Inc.; 18) VCA Consultants; and B) Authorize the City Manager or designee to amend any of the approved agreements if necessary for compliance with the requirements or recommendations of the California Office of Emergency Services (CalOES) and/or Federal Emergency Management Agency (FEMA) and/or any other governmental agency, in a form approved by the City Attorney.

Senior Management Analyst Ayala presented the staff report.

Mayor Riggins opened the floor to public comment.

Speakers: Darren Graves, Jo Drummond, and Laura Kaufman

As there were no other speakers present, Mayor Riggins returned the matter to the table for discussion.

The Council discussed the item.

MOTION Councilmember Uhring moved, and Mayor Pro Tem Silverstein seconded a motion to: A) Authorize the Mayor to execute individual Professional Services Agreements for Fire Recovery and Rebuild Consulting Services for the following consulting firms:1) 4LEAF, Inc.; 2) Bureau Veritas North America, Inc.; 3) California Coastal Works, LLC.; 4) Casswell Consulting Inc.; 5) CJ Biomonitoring Inc.; 6) CSG Consultants Inc.; 7) Envicom, Inc.; 8) Fox Onsite Solutions, Inc.; 9) Iris Consulting, Inc.;10) Interwest Consulting Group, Inc.; 11) Kimley-Horn and Associates, Inc.; 12) Michael Baker International; 13) Moffat & Nichol, Inc.; 14) NV5, Inc.; 15) Premium Planning Solutions, Inc.; 16) Rincon Consultants, Inc.; 17) True North Compliance Services, Inc.; 18) VCA Consultants; and B) Authorize the City Manager or designee to amend any of the approved agreements if necessary for compliance with the requirements or recommendations of the California Office of Emergency Services (CalOES) and/or Federal Emergency Management Agency (FEMA) and/or any other governmental agency, in a form approved by the City Attorney. The motion carried unanimously.

ITEM 6 OLD BUSINESS

A. Request to Re-Establish a Temporary Volunteer Fire Rebuild Ambassador
Recommended Action: Provide direction regarding the request to re-establish a Temporary Volunteer Fire Rebuild Ambassador.

This item was continued to the December 8, 2025 meeting.

ITEM 8 COUNCIL ITEMS

A. Proposed 2026 Calendar of City Council Meetings
Recommended Action: Approve the proposed 2026 Calendar of City Council meetings.

This item was continued to the December 8, 2025 meeting.

B. Council Appointment to the Malibu Arts Commission
Recommended Action: Councilmember Stewart to make an appointment to the Malibu Arts Commission.

This item was continued to the December 8, 2025 meeting.

C. Proposal for a Council Policy to Facilitate the Expeditious, Efficient and Economical Rebuild of all Structures in the City Destroyed or Materially Damaged by Wildfire, Earthquake, Flood, Landslide, Mudslide or Similar Disaster in Substantially the Same Location as the Destroyed or Damaged Structure and in a Like-for-Like Manner that Does Not Exceed 110% of the Area, Height or Bulk of the Structure Destroyed or Materially Damaged (a "Like-for-Like Disaster Rebuild"). (Mayor Pro Tem Silverstein and Councilmember Conrad)
Recommended Action: At the request of Mayor Pro Tem Silverstein and Councilmember Conrad, discuss and provide direction on the attached resolution.

This item was continued to the December 8, 2025 regular meeting.

ADJOURNMENT

Mayor Riggins adjourned the meeting at 11:30 p.m. and adjourned in memory of Niamh Rolston, Peyton Stewart, Asha Weir, and Deslyn Williams.

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

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

MINUTES
MALIBU CITY COUNCIL
SPECIAL MEETING
DECEMBER 5, 2025
COUNCIL CHAMBERS
10:30 A.M.

MEETING CALL TO ORDER

Mayor Riggins called the meeting to order at 10:31 a.m.

ROLL CALL

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

PRESENT: Mayor Marianne Riggins; Mayor Pro Tem Bruce Silverstein; and Councilmembers Doug Stewart and Steve Uhring.

ABSENT: Councilmember Haylynn Conrad

PUBLIC COMMENT ON CLOSED SESSION

Mayor Riggins opened the floor to public comment.

Speakers: None

RECESS TO CLOSED SESSION

At 10:32 a.m., the Council recessed to Closed Session to discuss the following items listed on the Closed Session agenda:

Personnel Matters pursuant to Government Code Section 54957:

1. Public Employee Appointment
   Title: City Manager

Conference with Labor Negotiator pursuant to Government Code Section 54957.6:

1. City representative: Interim City Attorney Trevor Rusin
   Unrepresented employee: City Manager

The meeting reconvened at 12:58 p.m. with Councilmembers Stewart and Uhring, Mayor Pro Tem Silverstein, and Mayor Riggins present.

CLOSED SESSION REPORT

Interim City Attorney Rusin reported that the meeting convened at 10:30 a.m., after which time the City Council recessed to a Closed Session pursuant to Government Code Section 54957 and 54957.6, with Councilmembers Stewart and Uhring, Mayor Pro Tem

Silverstein, and Mayor Riggins present. He stated the Council discussed the items on the Closed Session agenda and took no reportable action.

ADJOURNMENT

Mayor Riggins adjourned the meeting at 1:00 p.m.

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

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

City Council Meeting
07-13-26
Item 1.B.4.

Council Agenda Report

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

Prepared by: Chris Orosz, Recreation Manager

Reviewed by: Kristin Riesgo, Community Services Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 24, 2026 Meeting date: July 13, 2026

Subject: PaliBu Chamber of Commerce Event Fee Waiver

RECOMMENDED ACTION: Approve the PaliBu Chamber of Commerce (PaliBu) facility fee waiver and staffing costs associated with the Recovery Expo event held on Saturday, May 16, 2026.

FISCAL IMPACT: Waiving the facility use and staffing fees will result in a loss of revenue of $2,667 for Fiscal Year 2025-26 in Account Number 100-0000-3461-00 (Municipal Facility Use Fees). The Malibu Municipal Code allows for up to six Temporary Use Permits (TUP) per parcel per calendar year. TUP events generate revenue for the City, and waiving the associated fees reduces that revenue.

STRATEGIC PRIORITY: N/A

DISCUSSION: PaliBu serves the Malibu and Pacific Palisades business communities and is committed to providing meaningful advocacy, resiliency support, and sustainability initiatives to the community and its members. On May 16, 2026, Palibu hosted the Recovery Expo on the Ioki property. The event was free and open to the public, providing resources on post-fire rebuilding, safety, home hardening, wellness, and more. Additionally, attendees could learn about navigating phases of rebuilding and recovery during 'Ask the Experts' discussion panels. Staff were present at the event and provided rebuild information to community members. Approximately 500 people attended the one-day event.

The Recovery Expo delivered a community benefit by centralizing essential post-fire information and support services in a single, accessible venue. Attendees gained

practical guidance from experts on rebuilding, safety, and wellness, helping to navigate a complex recovery process. The event also fostered connections between residents, business owners, and resource providers, strengthening overall community resilience. The attendance also demonstrated the need for these coordinated services.

PaliBu has requested a retroactive fee waiver for facility use and staffing. PaliBu met the eligibility criteria and submitted all required forms outlined in City Council Policy #53 Facility Fee Waiver Policy (Policy). The Policy states Council must approve fee waivers for an organization that has never applied for a facility fee waiver.

Fees associated with the facility rental include,

Type	**Non-Profit Rate**
Ioki Property (12 hours)	$1,591
Application Fee and Staffing	$1,076
Total	**$2,667**

All other event-related fees, including permit fees, were paid by PaliBu and are not part of this request.

The Palibu Foundation is a 501(c)(3) nonprofit that operates under the fiscal sponsorship of the California Community Foundation and its Affiliates (Attachment 1).

ATTACHMENTS: PaliBu Foundation Fund Statement

California COMMUNITY Foundation

Fund Name	Palibu Foundation
Fund Start Date	12/8/2025
Investment Pool(s)	Capital Preservation Pool

FUND STATEMENT

Palibu Foundation (CB041)

12/1/2025 - 3/31/2026

Fund Summary

	Report Period 12/1/2025 - 3/31/2026	Calendar YTD 1/1/2026 - 3/31/2026
Opening Fund Balance	$0.00	$250,222.41
Contributions (see attached detail)	500,000.00	250,000.00
Investment Activity, net	2,823.65	2,601.24
Administration & Grant Management Fees	(6,250.00)	(6,250.00)
Net Changes to Fund	496,573.65	246,351.24
Ending Balance	**$496,573.65**	**$496,573.65**

Investment Pool Performance as of 3/31/2026

	1-Year	3-Years	5-Years	10-Years
Endowment Pool	10.3%	8.1%	4.1%	6.9%
Social Impact Endowment Pool	12.0%	13.1%	7.5%	9.2%
Conservative Balanced Pool	8.4%	8.4%	4.5%	5.5%
Short Duration Bond Pool	4.1%	4.3%	1.7%	2.0%
Capital Preservation Pool	4.0%	4.9%	3.4%	2.3%

Endowment Pool - Invested for long-term growth and appreciation across multiple investment managers. It seeks to preserve the purchasing power of assets over an indefinite time horizon through long-term investment opportunities, while providing a relatively predictable and stable stream of distributions that keeps pace with inflation.

Social Impact Endowment Pool - Invested in a diversified pool of equities and fixed income aiming to offer capital growth for long-term grantmaking. It seeks to preserve the purchasing power of assets over an indefinite time horizon by following a sustainable investing approach that combines rigorous financial, environmental, social and governance (ESG) analysis, while providing a relatively predictable and stable stream of distributions that keeps pace with inflation.

Conservative Balanced Pool - Invested to strike a balance between growth and liquidity by combining current income with an opportunity for moderate capital appreciation. It seeks to offer diversified exposure to fixed income with maturities from 1-5 years as well as the entire U.S. equity market for purposes of grantmaking over an intermediate horizon.

Short Duration Bond Pool - Invested to offer diversified exposure to fixed income with maturities from one to five years for the purposes of grants over a near-term one to four year horizon.

Capital Preservation Pool - Invested to meet the needs of funds with short-term grant objectives. It seeks to preserve principal and provide liquidity and working funds for present and future needs through investment in high-quality, short-term fixed income and cash instruments.

Contribution Details

Date	Donor Name	Amount
12/23/2025	Malibu Pacific Palisades Chamber of Commerce	250,000.00
03/17/2026	Goldman Sachs Philanthropy Fund	250,000.00
		$500,000.00

City of Malibu
Memorandum

City Council Meeting
07-13-26
Item
1.B.5.

To: Mayor Silverstein and the Honorable Members of the City Council
From: Ruth F. Quinto, CPA, City Treasurer
Subject: Investment Report for the Month Ending May 31, 2026

RECOMMENDED ACTION: Receive the Investment Report for the month ending May 31, 2026.

The portfolio is in compliance with the City's Investment Policy. The City has sufficient liquidity to meet expenditure requirements for at least six months. This monthly Investment Report is in conformance with Government Code 53636, stating the Treasurer may render a quarterly report to the legislative body within 45 days following the end of the quarter covered by the report.

The City's portfolio is invested in the following categories:

Cash and Cash Equivalents	18.25%
U.S. Treasury	76.02%
U.S. Agencies	0.00%
Certificates of Deposit	5.73%

Investments month to month:

Investment Issuer/Instrument	Type	April 30, 2026			May 31, 2026		
		Amount (in millions)	Yield[(A)]	%	Amount (in millions)	Yield[(A)]	%
Operating Cash	Cash	$15.18	3.19%	17.13%	$13.18	3.19%	15.25%
LAIF	Cash	$2.55	3.81%	2.88%	$2.55	3.82%	2.95%
CDs	Investment	$4.97	3.94%	5.60%	$4.95	3.94%	5.73%
Treasury Bills	Investment	$0.00	0.00%	0.00%	$0.00	0.00%	0.00%
Treasury Notes	Investment	$60.13	3.80%	67.83%	$65.71	3.80%	76.02%
Treasury STRIPS	Investment	$4.25	4.01%	4.79%	$0.00	4.01%	0.00%
Money Market	Cash	$1.56	3.63%	1.76%	$0.04	3.47%	0.05%
Total/Blended Yield			3.71%			3.72%	
Total Duration(Years)			2.07			2.24	

[(A)]Yield is based on Purchase Yield for Treasury Bills

Two-Year U.S. Treasury Note Benchmark, as of May 31, 2026: 3.98%.

The fair market value of all investments held by the City is $86,431,613 as of May 31, 2026.

ATTACHMENTS:

1. City of Malibu Investment Statement
2. City of Malibu Portfolio Analysis Statement

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

SNAPSHOT
Current period ending May 31, 2026

ACCOUNT NAME: CITY OF MALIBU
RUTH QUINTO

ACCOUNT NUMBER: 5419-7847

Your Financial Advisor:
WILLIAM GOMBERG
Phone: 714-497-1366

701 S PARKER STREET
SUITE 2500
ORANGE, CA 92868

If you have more than one account with us, why not link them and receive summary information for your entire household? Contact Your Financial Advisor for more details.

CITY OF MALIBU
RUTH QUINTO
23825 STUART RANCH ROAD
MALIBU CA 90265-4861

Message from Our Firm

EXPLORE WELLS FARGO INVESTMENT INSTITUTE'S HUB FOR INVESTOR-FOCUSED INSIGHTS ON DIGITAL ASSETS. LEARN ABOUT BLOCKCHAIN, BITCOIN, AND MORE - INCLUDING THE RISKS AND EVOLVING INVESTMENT RATIONALE SHAPING THE DIGITAL FUTURE: VISIT WELLSFARGOADVISORS.COM/DIGITAL-ASSETS.

News

TRANSFER FUNDS INSTANTLY BETWEEN YOUR ELIGIBLE WELLS FARGO ACCOUNTS OR TO ACCOUNTS AT OTHER U.S. FINANCIAL INSTITUTIONS, SET UP RECURRING TRANSFERS, AND MANAGE YOUR CASH WITH CONFIDENCE - ALL IN ONE PLACE. DOWNLOAD THE WELLS FARGO MOBILE® APP TO GET STARTED.

Investment and Insurance Products are:
- **Not Insured by the FDIC or Any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate**
- **Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested**

Investment products and services are offered through Wells Fargo Advisors Financial Network, LLC (WFAFN), a registered broker-dealer and non-bank affiliate of Wells Fargo & Company. WFAFN uses the trade name Wells Fargo Advisors. Any other referenced entity is a separate entity from WFAFN. Account(s) carried by Wells Fargo Clearing Services, LLC, Member SIPC.

General instructions and disclosures

About this statement

Clearing services: Wells Fargo Clearing Services, LLC (WFCS), an indirect wholly owned subsidiary of Wells Fargo & Company, is a clearing broker-dealer registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) and is a member of the New York Stock Exchange (NYSE), the Financial Industry Regulatory Authority (FINRA) and all principal U.S. exchanges. WFCS carries your account(s) and acts as your custodian for funds and securities deposited with us directly by you, through our affiliated broker-dealer, Wells Fargo Advisors Financial Network, LLC (Wells Fargo Advisors) or as a result of transactions WFCS processes for your account. Twice a year, WFCS publishes on its web site **www.wfclearing.com** a statement of the firm's financial condition. A financial statement of this organization is available for your personal inspection at its offices, or a copy of it will be mailed upon your written request. Unless and until we receive written notice from you to the contrary, WFCS may, without inquiry or investigation, accept from Wells Fargo Advisors (i) orders for the purchase or sale of securities for your account on margin or otherwise, and (ii) any other instructions concerning your account.

Trade date statement and trade details: All activity and positions on this statement are shown as of the date a trade is entered on the brokerage trading system (i.e., the trade date). Proceeds from the sale of securities and costs for the purchase of securities are not transacted through your account until the actual settlement date of the trade. The time of the transactions, the name of the buyer or seller, and the source and amount of any commission or fee will be furnished upon written request.

Pricing of securities: Securities prices on your statement may vary from actual liquidation value. Prices are provided by outside quotation services which we believe are reliable but due to the nature of market data the accuracy cannot be guaranteed. In the absence of such pricing, prices are estimated by WFCS using available information and its judgment. Such estimates may not reflect actual trades and do not reflect a commitment by the firm to buy or sell at those prices. Securities listed on a national exchange are priced as of the close of the statement period. Unlisted shares may be valued at the current best published "bid-price", and, if none exists, the last reported transaction if occurring within the last 45 days. Prices of securities not actively traded may not be available and are indicated by "N/A." Corporate and municipal bonds and other fixed income securities are priced by a computerized pricing service or, if less actively traded, by utilizing a yield-based matrix system to arrive at an estimated market value. Listed options are priced based on the closing "bid-ask" prices and the last reported trade. Mutual fund shares are priced at net asset value. Shares of direct participation program (DPP) and real estate investment trust (REIT) securities that are not listed on a national exchange are generally illiquid. Because no trading market exists for these investments, their values are estimated. Unless otherwise indicated, the values shown for DPP and REIT securities have been provided by the management of each program and represent that management's estimate of the investor's interest in the net assets of the program. See statement sections for additional pricing information. Values for hedge funds and certain managed futures funds are provided on a month delay basis. Other managed futures funds may be priced more frequently. Long-term certificates of deposit (maturity beyond one year from date of issue) are priced using a market value pricing model. The sale or redemption price of your securities may be higher or lower than the prices shown on your statement. For an actual quote, contact the individual servicing your account.

Estimated annual income/yield: Estimated Annual Income (EAI), when available, reflects the estimated amount you would earn on a security if your current position and its related income remained constant for a year. Estimated Annual Yield (EAY), when available, reflects the current estimated annual income divided by the current value of the security as of the statement closing date. EAI and EAY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EAY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate. The information used to derive these estimates is obtained from various outside vendors; WFCS and Wells Fargo Advisors Financial Network, LLC are not responsible for incorrect or missing estimated annual income and yields. Past performance is not a guarantee of future results.

Income summary: The Income summary displays all income as recorded in the tax system as of period end date. The totals in the Cash flow snapshot may not match the totals in the Income snapshot due to reclassifications or other corrections made in the tax system. Remember, you may have certain products that are not included in these figures and whose income is only available on the tax forms sent to you at year-end. Reclassifications and other tax reporting requirements may alter these numbers both during and after year end. You should rely only on tax reporting documents. Contact your tax advisor if you have any questions about the tax consequences of your brokerage activity.

Texas designation: If you are a resident of Texas who has purchased mutual fund shares, you may designate a representative to receive notification to assist in avoiding escheatment of assets in your investment account to the State of Texas. The designated representative does not have any rights to your account. Please use the Texas Unclaimed Property link (**https://claimittexas.org/**) to access the Designation of Representative for Notice Request form which you may complete and return to us at **ATTN: H0006-08K, 1 N. Jefferson Ave, St. Louis, MO 63103** or return by email at **clientcontact@firstclearing.com**.

Tax reporting: We are required by federal law to report annually to you and to the Internal Revenue Service (IRS) on Form(s) 1099 interest income, dividend payments and sales proceeds including cost basis information for applicable transactions credited to your account.

About your rights and responsibilities

Questions and complaints about Your Account: This account statement contains important information about your brokerage account, including recent transactions. All account statements sent to you shall be deemed complete and accurate if not objected to in writing within ten days of receipt. We encourage you to review the details in this statement. If you do not understand any of the information in your statement or if you believe there are any inaccuracies or discrepancies in your statement, you should promptly report them to both WFCS and to the manager of the Wells Fargo Advisors Financial Network office listed on the front of your statement. To further protect your rights, including any rights under the Securities Investor Protection Act, any verbal communications with either your Wells Fargo Advisors Financial Network office or with WFCS should be re-confirmed in writing. Inquiries or complaints about your account statement, including the positions and balances in your account, may be directed to **Wells Fargo Advisors Client Services at (866) 258-4606 or ATTN: H0005-087, 1 N. Jefferson Ave, St. Louis, MO 63103.**

Public disclosure: You may reach FINRA by calling the FINRA BrokerCheck Hotline at **(800) 289-9999** or by visiting the FINRA website at **www.finra.org.** An investor brochure that includes information describing FINRA BrokerCheck is available from FINRA upon request. A brochure describing the FINRA Pricing of Securities Regulation Public Disclosure Program is also available from the FINRA upon request.

MSRB disclosure: A brochure describing the protections available under MSRB rules and how to file a complaint is available at **www.MSRB.org**.

Account protection: WFCS is a member of the Securities Investor Protection Corporation (SIPC) which protects against the loss of cash and securities held in client accounts of a SIPC member firm in the event of the member's insolvency and liquidation. SIPC coverage is limited to $500,000 per customer, including up to $250,000 for cash. For more information on SIPC coverage, please see the explanatory brochure at **www.sipc.org** or contact SIPC at **(202) 371-8300**. In addition, WFCS maintains additional insurance coverage provided through London Underwriters (led by Lloyd's of London Syndicates). This additional insurance policy becomes available to clients if their SIPC limit is exhausted and provides additional protection up to a firm aggregate of $1 billion, including up to $1.9 million for cash per client. SIPC does not insure the quality of investments or protect against market losses. SIPC only protects the custody function of their members, which means that SIPC works to restore to clients their securities and cash that are in their accounts when the member firm liquidation begins. Not all investments are protected by SIPC. In general, SIPC does not cover instruments such as unregistered investment contracts, unregistered limited partnerships, fixed annuity contracts, escrow receipts, direct investments, currency, commodities or related contracts, hedge funds and certain other investments.

Free credit balances: Free credit balances are not segregated and may be used by WFCS in the operation of its business in accordance with applicable laws and regulations. You have the right to receive from us in the course of normal business operations, subject to any open commitments in any of your accounts, any free credit balances to which you are entitled.

Investment objectives/Risk tolerances: Please inform us promptly of any material change that might affect your investment objectives, risk tolerances or financial situation, or if you wish to impose or change any reasonable restrictions on the management of your account. A copy of the Investment Advisory Services Disclosure document is available without charge upon request. Please contact the individual denoted on the front of your statement to update your information and to receive a copy of this document.

Option accounts: Pursuant to FINRA Rule 2360, option assignment notices are randomly allocated by an automated process amongst all client short option positions that are subject to exercise, including positions established on the day of assignment. Transaction confirmations that were previously furnished to you provides information on commissions and other charges related to your option transaction executions. Details of our random allocation procedures and copies of transaction confirmations are available upon request.

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

SNAPSHOT [redacted]

CITY OF MALIBU
RUTH QUINTO

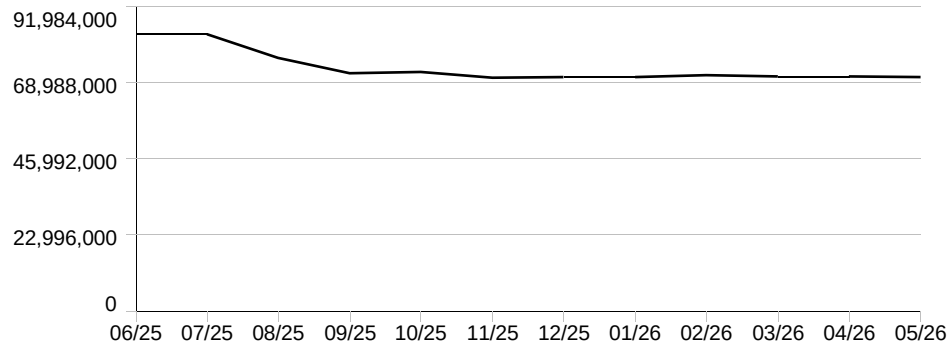
MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Progress summary

	THIS PERIOD	THIS YEAR
Opening value	**$70,909,897.93**	**$70,566,169.66**
Cash deposited	0.00	0.00
Securities deposited	0.00	0.00
Cash withdrawn	0.00	0.00
Securities withdrawn	0.00	0.00
Change in value	-209,410.77	134,317.50
Closing value	**$70,700,487.16**	**$70,700,487.16**
Estimated accrued interest ^	456,435.17	
Total value (incl. accruals)	**$71,156,922.33**	

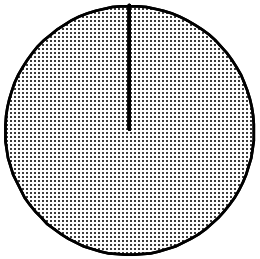
^ Estimated accrued interest is included for your convenience. The value represents the estimated portion of the interest that would be received upon the sale of your Fixed Income positions. For more information, see the Specific instructions and disclosures page.

Value over time



Portfolio summary

CURRENT



	ASSET TYPE	PREVIOUS VALUE ON APR 30	%	CURRENT VALUE ON MAY 31	%	ESTIMATED ANN. INCOME
ASSETS	Cash and sweep balances	9.60	0.00	5,705.24	0.01	284
	Stocks, options & ETFs	0.00	0.00	0.00	0.00	0
	Fixed income securities	69,347,046.15	97.80	70,659,774.77	99.94	2,165,458
	Mutual funds	1,562,842.18	2.20	35,007.15	0.05	1,229
	Asset value	**$70,909,897.93**	**100%**	**$70,700,487.16**	**100%**	**$2,166,971**

SNAPSHOT [redacted]

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Cash flow summary

	THIS PERIOD	THIS YEAR
Opening value of cash and sweep balances	**$9.60**	
Income and distributions	21,503.50	766,363.69
Securities sold and redeemed	5,794,000.00	20,763,127.00
Net additions to cash	**$5,815,503.50**	**$21,529,490.69**
Securities purchased	-5,809,807.86	-21,566,562.82
Net subtractions from cash	**-$5,809,807.86**	**-$21,566,562.82**
Closing value of cash and sweep balances	**$5,705.24**	

Income summary *

		THIS PERIOD	THIS YEAR
TAXABLE	Money market/sweep funds	1,109.89	7,917.70
	Interest	18,133.64	744,578.15
	Ordinary dividends and ST capital gains	2,259.97	12,591.26
	Total taxable income	**$21,503.50**	**$765,087.11**
	Total federally tax-exempt income	**$0.00**	**$0.00**
	Total income	**$21,503.50**	**$765,087.11**

* Certain distributions made in the current year are reported as prior year income according to IRS regulations. This may cause a difference between Cash Flow and Income Summary totals. The figures presented in "THIS PERIOD" reflect income for the current month only. For a comprehensive view of cumulative income for this statement period, please refer to the "THIS YEAR", and the detailed information provided within this statement.

Gain/loss summary

	UNREALIZED	THIS PERIOD REALIZED	THIS YEAR REALIZED
Short term (S)	-482,586.76	0.00	0.00
Long term (L)	1,248,325.11	0.00	0.00
Total	**$765,738.35**	**$0.00**	**$0.00**

Your Financial Advisor

WILLIAM GOMBERG
Phone: 714-497-1366

701 S PARKER STREET
SUITE 2500
ORANGE, CA 92868

Account profile

Full account name:	CITY OF MALIBU RUTH QUINTO
Account type:	Brokerage Cash Services
Brokerage account number:	5419-7847
Brokerage Cash Services number:	9091092513
Tax status:	Non-Profit
Investment objective/Risk tolerance:*	CONSERVATIVE INCOME
Time horizon:*	INTERMEDIATE (3-5 YEARS)
Liquidity needs:*	MODERATE
Cost Basis Election:	First in, First out
Sweep option:	ALLSPRING GOVERNMENT MONEY MARKET

*For more information, please visit us at: www.wellsfargoadvisors.com/disclosures

Available funds

Cash	-3,202.26
Money market and sweep funds	8,907.50
Available for loan	0.00
Your total available funds	**$5,705.24**

Client service information

Client service:	800-266-6263
Website:	www.wellsfargoadvisors.com

For your consideration

Go paperless. Accessing your account documents online is easy, secure, and costs nothing. Sign on at **wellsfargoadvisors.com**, go to **Portfolio** and select **Statements & Docs**, and then click on the **Delivery Preferences** link. Choose **Paperless - All Docs** or view your Delivery Settings details to select specific account documents for paperless delivery. If you do not have a Username and Password, visit **wellsfargoadvisors.com/signup** or call 1-877-879-2495 for enrollment assistance.

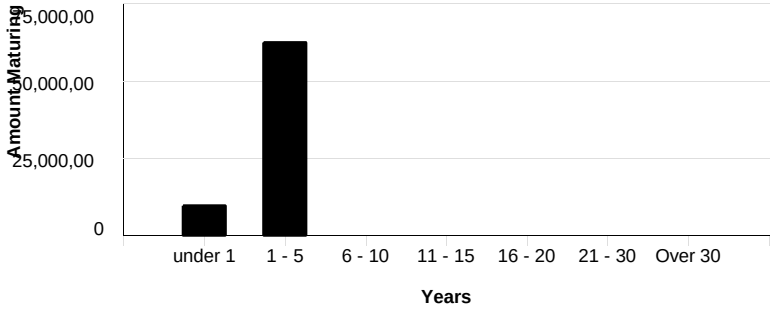
Document delivery status

	Paper	Electronic
Statements:	X	
Trade confirmations:	X	
Tax documents:	X	
Shareholder communications:	X	
Other documents:	X	

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Bond maturity schedule



MATURING IN:	AMOUNT MATURING	CURRENT VALUE	% OF MATURING VALUE
under 1 year	9,700,000.00	9,623,884.50	13.42
1 to 5 years	62,566,000.00	61,035,890.27	86.58
6 to 10 years	0.00	0.00	0.00
11 to 15 years	0.00	0.00	0.00
16 to 20 years	0.00	0.00	0.00
21 to 30 years	0.00	0.00	0.00
over 30 years	0.00	0.00	0.00
Total	**$72,266,000.00**	**$70,659,774.77**	**100.00%**

Additional information

	THIS PERIOD	THIS YEAR		THIS PERIOD	THIS YEAR
Accrued interest on purchases	-52,289.89	-74,940.23	Gross proceeds	5,794,000.00	20,763,127.00

Portfolio detail

Cash and Sweep Balances

Sweep Balances - You have the right, in the course of normal business operations, to withdraw balances in the Bank Deposit Sweep Program or redeem shares of the money market mutual fund used in the sweep, subject to any open commitments in any of your accounts and have the proceeds returned to your accounts or remitted to you. The money market mutual funds in the sweep reserve the right to require one or more day's prior notice before permitting withdrawals.

Money Market Mutual Fund - Funds seek to preserve a value at $1.00 per share, but it is possible to lose money by investing in these funds. Investments in money market funds are not bank deposits and are not insured by the FDIC or any other government agency. They are instead covered by SIPC. Estimated Annual Yield on money market funds, when available, reflects the current estimated yield for the Interest Period dates displayed. For more complete information, including fees, expenses and risks, please request a prospectus from Your Financial Advisor.

DESCRIPTION	% OF ACCOUNT	CURRENT MARKET VALUE	ESTIMATED ANNUAL INCOME	ESTIMATED CURRENT YIELD (%)
Cash	0.00	-3,202.26	0.00	N/A
ALLSPRING GOVERNMENT MONEY MARKET Interest Period 05/01/26 - 05/31/26	0.01	8,907.50	284.00	3.19
Total Cash and Sweep Balances	**0.01**	**$5,705.24**	**$284.00**	

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Fixed Income Securities

Corporate and municipal bonds and other fixed income securities are priced by a computerized pricing service or, for less actively traded issues, by utilizing a yield-based matrix system to arrive at an estimated market value.

Government Bonds

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 0.750% DUE 08/31/26 DTD 08/31/21 FC 02/28/22 Moody AA1 CUSIP 91282CCW9 Acquired 03/15/23 L	5.62	4,000,000	91.07	3,643,007.00	99.2640	3,970,560.00	327,553.00	7,581.52	30,000	0.75
US TREASURY NOTES CPN 2.500% DUE 03/31/27 DTD 03/31/22 FC 09/30/22 Moody AA1 CUSIP 91282CEF4 Acquired 03/15/23 L	5.60	4,000,000	96.45	3,858,132.00	98.9210	3,956,840.00	98,708.00	16,939.89	100,000	2.52
US TREASURY NOTES CPN 2.625% DUE 05/31/27 DTD 05/31/22 FC 11/30/22 Moody AA1 CUSIP 91282CET4 Acquired 03/21/24 L	3.14	2,245,000	95.32	2,139,978.18	98.7510	2,216,959.95	76,981.77	161.90	58,931	2.65
US TREASURY NOTES CPN 3.125% DUE 08/31/27 DTD 08/31/22 FC 02/28/23 Moody AA1 CUSIP 91282CFH9 Acquired 03/15/23 L	2.65	1,894,000	98.59	1,867,461.42	99.0110	1,875,268.34	7,806.92	14,957.72	59,188	3.15
US TREASURY NOTES CPN 1.250% DUE 04/30/28 DTD 04/30/21 FC 10/31/21 Moody AA1 CUSIP 91282CBZ3 Acquired 04/02/24 L	4.01	2,985,000	88.91	2,654,128.14	94.9570	2,834,466.45	180,338.31	3,244.56	37,313	1.31

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Fixed Income Securities

Government Bonds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 4.375% DUE 08/31/28 DTD 08/31/23 FC 02/29/24 Moody AA1 CUSIP 91282CHX2 Acquired 03/31/26 S	2.99	2,100,000	101.64 101.76	2,134,580.09 2,136,970.28	100.7300	2,115,330.00	-19,250.09	23,218.41	91,875	4.34
US TREASURY NOTES CPN 3.500% DUE 11/15/28 DTD 11/15/25 FC 05/15/26 Moody AA1 CUSIP 91282CPK1 Acquired 05/15/26 S	4.09	2,928,000	99.00	2,899,001.50	98.7420	2,891,165.76	-7,835.74	4,734.13	102,480	3.54
US TREASURY NOTES CPN 1.375% DUE 12/31/28 DTD 12/31/21 FC 06/30/22 Moody AA1 CUSIP 91282CDP3 Acquired 02/15/24 L	6.71	5,075,000	88.22	4,477,363.89	93.5150	4,745,886.25	268,522.36	29,300.42	69,781	1.47
US TREASURY NOTES CPN 2.875% DUE 04/30/29 DTD 04/30/22 FC 10/31/22 Moody AA1 CUSIP 91282CEM9 Acquired 04/30/24 L	2.14	1,565,000	92.50	1,447,763.07	96.7810	1,514,622.65	66,859.58	3,912.50	44,994	2.97
US TREASURY NOTES CPN 2.625% DUE 07/31/29 DTD 07/31/22 FC 01/31/23 Moody AA1 CUSIP 91282CFC0 Acquired 03/18/25 L	6.81	5,025,000	94.85	4,766,494.32	95.7610	4,811,990.25	45,495.93	44,090.21	131,906	2.74

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Fixed Income Securities

Government Bonds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 3.500% DUE 09/30/29 DTD 09/30/24 FC 03/31/25 Moody AA1 CUSIP 91282CLN9 Acquired 09/17/25 S	6.82	4,910,000	100.25 100.30	4,922,485.57 4,924,890.44	98.2070	4,821,963.70	-100,521.87	29,111.21	171,850	3.56
US TREASURY NOTES CPN 4.000% DUE 10/31/29 DTD 10/31/22 FC 04/30/23 Moody AA1 CUSIP 91282CFT3 Acquired 11/07/24 L	4.23	3,000,000	99.61	2,988,405.43	99.7380	2,992,140.00	3,734.57	10,434.79	120,000	4.01
US TREASURY NOTES CPN 3.875% DUE 11/30/29 DTD 11/30/22 FC 05/31/23 Moody AA1 CUSIP 91282CFY2 Acquired 05/15/26 S	4.02	2,860,000	99.55	2,847,351.50	99.3120	2,840,323.20	-7,028.30	304.46	110,825	3.90
US TREASURY NOTES CPN 3.500% DUE 01/31/30 DTD 01/31/23 FC 07/31/23 Moody AA1 CUSIP 91282CGJ4 Acquired 02/20/25 L	6.88	4,965,000	96.82	4,807,135.54	97.9760	4,864,508.40	57,372.86	58,085.01	173,775	3.57
US TREASURY NOTES CPN 1.500% DUE 02/15/30 DTD 02/15/20 FC 08/15/20 Moody AA1 CUSIP 912828Z94 Acquired 03/18/25 L	6.90	5,350,000	89.17	4,770,769.19	91.1790	4,878,076.50	107,307.31	23,498.62	80,250	1.64

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Fixed Income Securities

Government Bonds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 4.125% DUE 08/31/30 DTD 08/31/23 FC 02/29/24 Moody AA1 CUSIP 91282CHW4 Acquired 09/17/25 S	6.88	4,864,000	102.41 102.77	4,981,507.61 4,999,211.02	99.9880	4,863,416.32	-118,091.29	50,705.22	200,640	4.12
US TREASURY NOTES CPN 4.000% DUE 01/31/31 DTD 01/31/24 FC 07/31/24 Moody AA1 CUSIP 91282CJX0 Acquired 02/23/26 S	7.52	5,350,000	102.41 102.54	5,479,269.33 5,485,972.22	99.4100	5,318,435.00	-160,834.33	71,530.39	214,000	4.02
US TREASURY NOTES CPN 4.125% DUE 03/31/31 DTD 03/31/24 FC 09/30/24 Moody AA1 CUSIP 91282CKF7 Acquired 03/31/26 S	5.94	4,200,000	101.40 101.45	4,259,202.64 4,261,038.25	99.9100	4,196,220.00	-62,982.64	29,348.36	173,250	4.12
Total Government Bonds	**92.94**	**67,316,000**		**$64,944,036.42** **$64,975,073.39**		**$65,708,172.77**	**$764,136.35**	**$421,159.32**	**$1,971,058**	**3.00**

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Fixed Income Securities

Certificates of Deposit

Long-term certificates of deposit (maturity beyond one year from date of issue) are priced using a market value pricing model.

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
BARCLAYS BANK/DELAWAR CD WILMINGTON DE ACT/365 FDIC INSD CPN 4.000% DUE 08/28/26 DTD 08/28/24 FC 02/28/25 CUSIP 06740KSW8 Acquired 08/20/24 L	0.35	250,000	100.00	250,000.00	100.0010	250,002.50	2.50	2,547.95	10,000	3.99
TEXAS EXCHANGE BK SSB CD CROWLEY TX ACT/365 CALLABLE FDIC INSD CPN 1.100% DUE 10/29/26 DTD 10/29/21 FC 11/29/21 CALL 06/29/26 @ 100.000 CUSIP 88241TMC1 Acquired 10/22/21 L	0.35	250,000	100.00	250,000.00	98.8200	247,050.00	-2,950.00	22.60	2,750	1.11
DISCOVER BANK CD GREENWOOD DE ACT/365 FDIC INSD CPN 4.950% DUE 11/16/26 DTD 11/15/22 FC 05/15/23 CUSIP 254673Z66 Acquired 11/09/22 L	0.28	200,000	100.00	200,000.00	100.4560	200,912.00	912.00	461.09	9,900	4.92
UBS BANK USA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 1.150% DUE 12/08/26 DTD 12/08/21 FC 01/08/22 CUSIP 90348JX96 Acquired 11/30/21 L	0.35	250,000	100.00	250,000.00	98.5260	246,315.00	-3,685.00	189.04	2,875	1.16
CALPRIVATE BANK CD LA JOLLA CA ACT/365 FDIC INSD CPN 4.050% DUE 02/16/27 DTD 08/14/24 FC 02/14/25 CUSIP 13135NCY4 Acquired 08/05/24 L	0.35	250,000	100.00	250,000.00	100.0830	250,207.50	207.50	2,968.15	10,125	4.04

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
VALLEY NATL BK WAYNE CD WAYNE NJ ACT/365 FDIC INSD CPN 4.600% DUE 03/11/27 DTD 03/11/24 FC 09/11/24 CUSIP 919853KW0 Acquired 03/05/24 L	0.36	250,000	100.00	250,000.00	100.4250	251,062.50	1,062.50	2,583.57	11,500	4.58
BRADESCO BANK CD CORAL GABLES FL ACT/365 FDIC INSD CPN 4.500% DUE 03/22/27 DTD 03/21/24 FC 09/21/24 CUSIP 10421AAT4 Acquired 03/05/24 L	0.35	250,000	100.00	250,000.00	100.3740	250,935.00	935.00	2,219.18	11,250	4.48
BNY MELLON NA CD NEW YORK NY ACT/365 FDIC INSD CPN 4.600% DUE 06/01/27 DTD 05/29/24 FC 11/29/24 CUSIP 05584CP59 Acquired 05/23/24 L	0.36	250,000	100.00	250,000.00	100.5990	251,497.50	1,497.50	4,852.06	11,500	4.57
EAGLEMARK SVGS BK CD CARSON CTY NV ACT/365 FDIC INSD CPN 4.700% DUE 07/02/27 DTD 07/03/24 FC 01/03/25 CUSIP 27004PFE8 Acquired 06/26/24 L	0.36	250,000	100.00	250,000.00	100.7280	251,820.00	1,820.00	4,796.57	11,750	4.66
CELTIC BANK CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 2.000% DUE 12/27/27 DTD 12/27/19 FC 01/27/20 CUSIP 15118RTH0 Acquired 12/09/19 L	0.34	250,000	100.00	250,000.00	96.8480	242,120.00	-7,880.00	68.50	5,000	2.06

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
AMERANT BANK NA CD CORAL GABLES FL ACT/365 FDIC INSD CPN 4.050% DUE 03/28/28 DTD 03/28/25 FC 09/28/25 CUSIP 02357QCL9 Acquired 03/18/25 L	0.35	250,000	100.00	250,000.00	99.8920	249,730.00	-270.00	1,803.08	10,125	4.05
BANK OF AMERICA NA CD CHARLOTTE NC ACT/365 FDIC INSD CPN 3.950% DUE 04/24/28 DTD 04/22/26 FC 10/22/26 CUSIP 06051X6T4 Acquired 04/15/26 S	0.35	250,000	100.00	250,000.00	99.7380	249,345.00	-655.00	1,082.20	9,875	3.96
UNIVEST BANK & TR CO CD SOUDERTON PA ACT/365 FDIC INSD CPN 4.300% DUE 02/28/29 DTD 02/28/25 FC 03/28/25 CUSIP 91527PCP0 Acquired 02/20/25 L	0.36	250,000	100.00	250,000.00	100.4670	251,167.50	1,167.50	117.81	10,750	4.28
BEAL BANK USA CD LAS VEGAS NV ACT/365 FDIC INSD CPN 4.700% DUE 05/30/29 DTD 06/05/24 FC 12/05/24 CUSIP 07371DR66 Acquired 05/23/24 L	0.36	250,000	100.00	250,000.00	101.6170	254,042.50	4,042.50	869.18	11,750	4.62
BEAL BANK - PLANO TX CD PLANO TX ACT/365 FDIC INSD CPN 4.700% DUE 05/30/29 DTD 06/05/24 FC 12/05/24 CUSIP 07371BVU2 Acquired 05/23/24 L	0.36	250,000	100.00	250,000.00	101.6170	254,042.50	4,042.50	869.18	11,750	4.62

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
MORGAN STANLEY PVT BK CD PURCHASE NY ACT/365 FDIC INSD CPN 4.650% DUE 05/30/29 DTD 05/30/24 FC 11/30/24 CUSIP 61768E4J9 Acquired 05/23/24 L	0.36	250,000	100.00	250,000.00	101.4680	253,670.00	3,670.00	63.70	11,625	4.58
TOYOTA FINL SGS BK CD HENDERSON NV ACT/365 FDIC INSD CPN 4.500% DUE 06/28/29 DTD 06/28/24 FC 12/28/24 CUSIP 89235MPR6 Acquired 06/26/24 L	0.36	250,000	100.00	250,000.00	101.0380	252,595.00	2,595.00	4,777.40	11,250	4.45
MORGAN STANLEY BK NA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 4.250% DUE 02/26/30 DTD 02/26/25 FC 08/26/25 CUSIP 61690DS33 Acquired 02/20/25 L	0.35	250,000	100.00	250,000.00	100.1900	250,475.00	475.00	2,765.41	10,625	4.24
GOLDMAN SACHS BK USA CD NEW YORK NY ACT/365 FDIC INSD CPN 4.000% DUE 04/21/31 DTD 04/21/26 FC 10/21/26 CUSIP 38151PMN8 Acquired 04/15/26 S	0.35	250,000	100.00	250,000.00	98.9230	247,307.50	-2,692.50	1,123.29	10,000	4.04

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
STATE BANK OF INDIA CD NEW YORK NY ACT/365 FDIC INSD CPN 4.000% DUE 04/22/31 DTD 04/22/26 FC 10/22/26 CUSIP 856288FQ3										
Acquired 04/15/26 S	0.35	250,000	100.00	250,000.00	98.9220	247,305.00	-2,695.00	1,095.89	10,000	4.04
Total Certificates of Deposit	**7.00**	**4,950,000**		**$4,950,000.00**		**$4,951,602.00**	**$1,602.00**	**$35,275.85**	**$194,400**	**3.93**
Total Fixed Income Securities	**99.94**			**$69,894,036.42**		**$70,659,774.77**	**$765,738.35**	**$456,435.17**	**$2,165,458**	**3.06**
				$69,925,073.39						

Mutual Funds

If a portion of your fund position was converted, the 'Client Investment' value may include reinvestments from previously held positions.

Open End Mutual Funds

Open End Mutual Fund shares are priced at net asset value. Estimated Annual Income and Yield refer to Dividends and Interest Income only, and typically do not reflect Total return.
Although retail and government money market funds seek to preserve a net asset value (NAV) of $1.00 per share, in a negative interest rate environment, the fund's net asset value (NAV) may float to the nearest 1/100th of a cent (i.e., $0.9999). When the NAV is floating, the value of your investment will fluctuate and lose value.

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS FRSXX On Reinvestment									
Acquired 04/30/26 S		23,842.18000	1.00	23,842.18		23,842.18	0.00		
Acquired 05/29/26 S		8,905	1.00	8,905.00		8,905.00	0.00		
Reinvestments S		2,259.97000	1.00	2,259.97		2,259.97	0.00		

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Mutual Funds

Open End Mutual Funds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
Total	**0.05**	**35,007.15000**	**$1.00**	**$35,007.15**	**1.0000**	**$35,007.15**	**$0.00**	**$1,229**	**3.51**
	Client Investment (Excluding Reinvestments)					$32,747.18			
	Gain/Loss on Client Investment (Including Reinvestments)					$2,259.97			
Total Open End Mutual Funds	**0.05**			**$35,007.15**		**$35,007.15**	**$0.00**	**$1,229**	**3.51**
Total Mutual Funds	**0.05**			**$35,007.15**		**$35,007.15**	**$0.00**	**$1,229**	**3.51**

Activity detail

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
05/01	Cash	DIVIDEND		FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS 043026 1,562,842.18000 AS OF 4/30/26		2,259.97
05/08	Cash	INTEREST		UBS BANK USA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 1.150% DUE 12/08/26 DTD 12/08/21 FC 01/08/22 050826 250,000 CUSIP 90348JX96		236.30
05/15	Cash	INTEREST		DISCOVER BANK CD GREENWOOD DE ACT/365 FDIC INSD CPN 4.950% DUE 11/16/26 DTD 11/15/22 FC 05/15/23 051526 200,000 CUSIP 254673Z66		4,909.32

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Activity detail continued

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
05/27	Cash	INTEREST		CELTIC BANK CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 2.000% DUE 12/27/27 DTD 12/27/19 FC 01/27/20 052726 250,000 CUSIP 15118RTH0		410.96
05/28	Cash	INTEREST		UNIVEST BANK & TR CO CD SOUDERTON PA ACT/365 FDIC INSD CPN 4.300% DUE 02/28/29 DTD 02/28/25 FC 03/28/25 052826 250,000 CUSIP 91527PCP0		883.56
05/29	Cash	INTEREST		BNY MELLON NA CD NEW YORK NY ACT/365 FDIC INSD CPN 4.600% DUE 06/01/27 DTD 05/29/24 FC 11/29/24 052926 250,000 CUSIP 05584CP59		5,702.74
05/29	Cash	INTEREST		MORGAN STANLEY PVT BK CD PURCHASE NY ACT/365 FDIC INSD CPN 4.650% DUE 05/30/29 DTD 05/30/24 FC 11/30/24 053026 250,000 AS OF 5/30/26 CUSIP 61768E4J9		5,764.73
05/29	Cash	INTEREST		TEXAS EXCHANGE BK SSB CD CROWLEY TX ACT/365 CALLABLE FDIC INSD CPN 1.100% DUE 10/29/26 DTD 10/29/21 FC 11/29/21 052926 250,000 CUSIP 88241TMC1		226.03

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Activity detail continued

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
05/29	Cash	DIVIDEND		ALLSPRING GOVERNMENT MONEY MARKET SWEEP CLASS 052926 7,797		1,109.89
				Total Income and distributions:		**$21,503.50**

Securities sold and redeemed

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
05/15	Cash	SALE	-1,539,000.00000	FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS	1.0000	1,539,000.00
05/15	Cash	REDEMPTION	-4,255,000.00000	UNITED STATES TREAS SEC INT PMT BD DUE 05/15/26 DTD 11/15/96 CUSIP 912833LZ1		4,255,000.00
				Total Securities sold and redeemed:		**$5,794,000.00**

Securities purchased

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
05/01	Cash	REINVEST DIV	2,259.97000	FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS REINVEST AT 1.000		-2,259.97
05/15	Cash	PURCHASE ACCRUED INT	2,928,000.00000	US TREASURY NOTES CPN 3.500% DUE 11/15/28 DTD 11/15/25 FC 05/15/26 CUSIP 91282CPK1	99.0093	-2,899,001.50 -835.43
05/15	Cash	PURCHASE ACCRUED INT	2,860,000.00000	US TREASURY NOTES CPN 3.875% DUE 11/30/29 DTD 11/30/22 FC 05/31/23 CUSIP 91282CFY2	99.5575	-2,847,351.50 -51,454.46

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Activity detail continued

Securities purchased

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
05/29	Cash	PURCHASE	8,905.00000	FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS	1.0000	-8,905.00
				Total Securities purchased:		**-$5,809,807.86**

Cash sweep activity

Our Cash Sweep program allows you to earn a return on the idle cash balances in your account by automatically investing such balances into one of our cash sweep options. These 'sweep transactions' may represent a net amount for the day and occur on settlement date. The following section displays transfers into and out of your sweep option. Transactions displayed here are Transfer To, Transfer From and Reinvested Dividends and Interest. These transaction amounts are not included in your cash flow summary.

DATE	TRANSACTION	DESCRIPTION	AMOUNT
05/01		BEGINNING BALANCE	103,525.60
05/01	TRANSFER FROM	ALLSPRING GOVERNMENT MONEY MARKET	-103,516.00
05/08	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	236.30
05/15	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	4,259,909.32
05/18	TRANSFER FROM	ALLSPRING GOVERNMENT MONEY MARKET	-4,259,642.89
05/27	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	410.96
05/28	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	883.56
05/29	REINVEST DIV	ALLSPRING GOVERNMENT MONEY MARKET	1,109.89
05/29	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	5,990.76
05/31		ENDING BALANCE	8,907.50

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Bank Deposits Through Teller

May 1 - May 31

Wells Fargo Bank, N.A. (Member FDIC)

Account number 9091092513

Questions? Call us at 1-800-266-6263

Deposits made in a bank branch on the last business day of the month will typically appear on your next statement. Wells Fargo Clearing Services, LLC is not an FDIC-insured depository institution; FDIC deposit insurance only protects against the failure of an insured depository institution. Banking products and services provided by Wells Fargo Bank, N.A. Member FDIC.

DATE	TRANSACTION	DESCRIPTION	AMOUNT	BANK BALANCE
05/01		BEGINNING BALANCE		$0.00
05/31		ENDING BALANCE		$0.00

Realized gain/loss

Realized Gain/Loss Summary

	THIS PERIOD GAIN	THIS PERIOD LOSS	THIS PERIOD NET	THIS YEAR GAIN	THIS YEAR LOSS	THIS YEAR NET
Short term	0.00	0.00	0.00	0.00	0.00	0.00
Long term	0.00	0.00	0.00	0.00	0.00	0.00
Total Realized Gain/Loss	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Realized Gain/Loss Detail

Short term

DESCRIPTION	QUANTITY	ADJ PRICE/ ORIG PRICE	DATE ACQUIRED	CLOSE DATE	PROCEEDS	ADJ COST/ ORIG COST	GAIN/LOSS
FIDELITY FUNDS	165,377.57000	1.0000	03/25/26	05/15/26	165,377.57	165,377.57	0.00
FIDELITY TREASURY ONLY PORT INSTL CLASS SHS CUSIP 31607A802							
	5,948.61000	1.0000	04/01/26	05/15/26	5,948.61	5,948.61	0.00
	1,288,000.00000	1.0000	04/16/26	05/15/26	1,288,000.00	1,288,000.00	0.00
	79,673.82000	1.0000	04/30/26	05/15/26	79,673.82	79,673.82	0.00
Total Short term					**$1,539,000.00**	**$1,539,000.00**	**$0.00**

Long term

DESCRIPTION	QUANTITY	ADJ PRICE/ ORIG PRICE	DATE ACQUIRED	CLOSE DATE	PROCEEDS	ADJ COST/ ORIG COST	GAIN/LOSS
UNITED STATES TREAS SEC	4,255,000.00000	100.0000 93.9859	10/22/24	05/15/26	4,255,000.00	4,255,000.00 3,999,109.60	0.00
INT PMT BD DUE 05/15/26 DTD 11/15/96 CUSIP 912833LZ1							
Total Long term					**$4,255,000.00**	**$4,255,000.00** **$3,999,109.60**	**$0.00**

Specific instructions and disclosures

Available funds
"Available for loan" reflects the approximate amount available as of the statement period ending date and should be reduced by any pending checks and Visa charges not yet cleared. This amount is the approximate amount available for withdrawal and loans. A margin loan is a variable rate loan secured by your account.

Income on non-reportable accounts
Your income summary is categorized into taxable and tax-exempt income based upon the securities that you hold. Please be aware that, since this is a 1099 non-reportable account, this income will NOT be reported to the IRS, but is being provided to you for informational purposes only.

Callable Securities
Securities that are subject to a partial call will be selected by an impartial lottery process in which the probability of your securities being selected for redemption is proportional to the holdings of all shareholders of such securities held in street name. If a security is called prior to maturity it may affect the yield you receive. Additional information is available at **www.wellsfargoadvisors.com** under Legal Disclosures or the written procedures are available upon request.

CITY OF MALIBU
RUTH QUINTO

MAY 1, 2026 - MAY 31, 2026
ACCOUNT NUMBER: 5419-7847

Cost basis - To add or update information or modify your reporting options, please contact Your Financial Advisor.

This statement presents estimated unrealized or realized gains or losses for your information only. If acquisition or other information is not available, the gain/loss information may not be displayed and section and summary totals may not reflect your complete portfolio. Cost basis information is not verified by WFCS or Wells Fargo Advisors Financial Network and should not be relied upon for legal or tax purposes. Revisions to this information (due to corporate mergers, tenders and other reorganizations) may be required from time to time.

Cost basis for factored bonds (GNMA, CMO, etc.) will be adjusted for paydown of principal. Systematic investments in mutual funds and reinvested dividends for mutual funds and stocks have been consolidated for each position. Unit cost data for systematic investments and dividend reinvestment securities is provided for informational purposes only and is a non-weighted average.

Your account statement should not be used for tax preparation without assistance from your tax consultant. We do not report capital gains or losses for non-covered securities to the IRS.

Cost basis options
Unless specific tax lots are selected at trade time, sales of tax lots will occur using the cost basis election reflected in the Account profile section.

Estimated accrued interest on Fixed Income securities

Estimated accrued interest is included in the Portfolio summary as a convenience to you and represents the estimated portion of the interest that would be received upon the sale of the Fixed Income positions in your account, calculated from the date of the last coupon (or dated date) through the date of the account statement, based upon information provided by the issuer. This is not a guarantee that this amount will be realized in your account. Actual income will be based upon the payout schedule of the securities held in your account. If you own a Foreign Fixed Income security, and it is denominated in a foreign currency, the Estimated accrued interest will not be accurate.

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

Portfolio Analysis

Prepared for CITY OF MALIBU

June 01, 2026

Prepared by:
WILLIAM GOMBERG

This report is not complete without all sections noted in the Table of Contents. Please read each section carefully.

Investment products and services are offered through Wells Fargo Advisors Financial Network, LLC (WFAFN), a registered broker-dealer and non-bank affiliate of Wells Fargo & Company. WFAFN uses the trade name Wells Fargo Advisors. Any other referenced entity is a separate entity from WFAFN.
A portion of the financial data used to generate this report may be provided to Wells Fargo Advisors by third-party vendors. While this third-party information is believed to be reliable, it has not been verified.

© 2026 Wells Fargo
PM-09082027-5275575

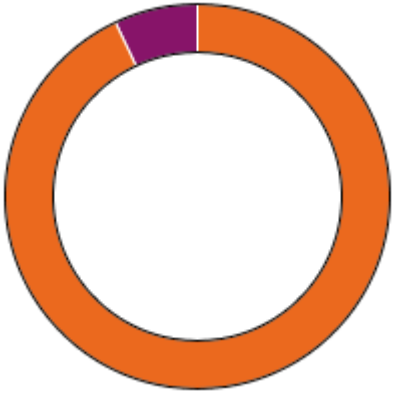
Table of Contents

Fixed Income Summary 3
Fixed Income Statistics 6
Redemption Distribution Rolling 12 Months 12
Fixed Income Redemption Distribution 14
Estimated Income Summary 17
Important Information 19

Fixed Income Summary

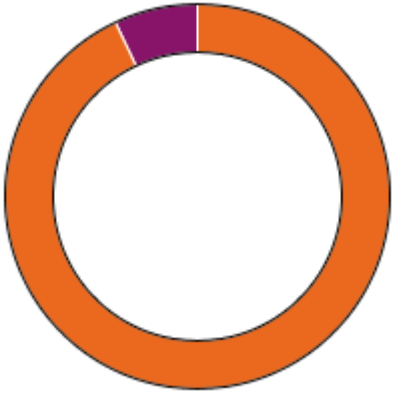
As of 05/29/2026 for XXXX7847 - CITY OF MALIBU

Security Sub Type



Security sub type	Market value	% Fxd income
Government Bond	65,708,173	93.00%
Certificates of Deposit	4,951,602	7.00%
Total	**$70,659,775**	**100%**

Credit Quality Ratings



Credit quality ratings	% Fxd income
Treasury	93.00%
CDs	7.00%
Agency	-
AAA	-
AA	-
A	-
BBB	-
Below inv grade	-
Not rated	-
N/A	-
Total	**100%**

Bond Statistics

Statistic	Taxable	Tax exempt
Weighted avg coupon	3.02%	-
Yield at purchase	3.81%	-
Yield to maturity	3.93%	-
Yield to worst	3.93%	-

Weighted avg maturity: 2.92 yrs

Total duration: 2.77 yrs

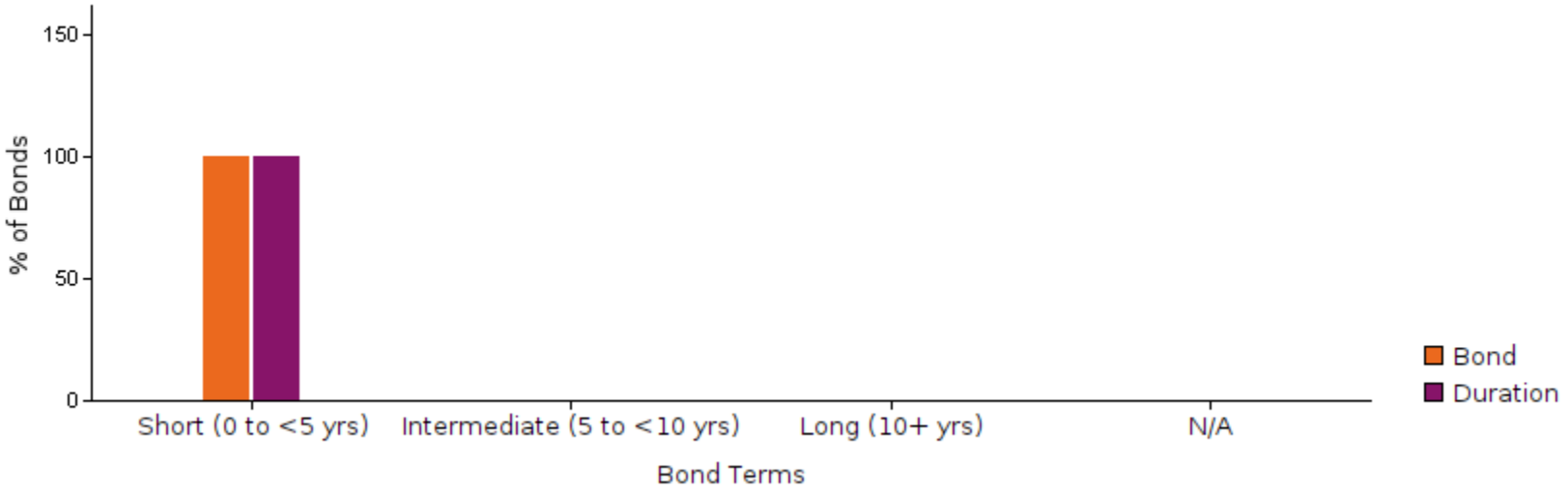
Estimated Income Annualized

Month	Estimated income annualized
06/2026	54,034
07/2026	267,424
08/2026	243,082
09/2026	240,938
10/2026	117,889
11/2026	154,317
12/2026	53,844
01/2027	267,102
02/2027	227,686
03/2027	240,061
04/2027	117,387
05/2027	148,880
Total	**$2,132,644**
Taxable	**$2,132,644**
Tax exempt	**-**
Subject to AMT	-

The asset classification of Corporate Bonds includes holdings of Certificates of Deposit. Funds include open end mutual funds, exchange-traded funds, closed end funds. Estimated Income Annualized (EIA) takes your current income, based on the current dividends or interest paid by your securities and multiplies it to create an annualized hypothetical figure. It does not reflect actual or future

performance and should not be relied upon when making financial decisions. All annualizations are based upon current positions using a simple mathematical calculation and assumes all figures remain constant for a year; any subsequent position changes will affect these calculations. Calculations for certain types of securities could include a return of principal or capital gain, in which case the figures would be overstated. Past performance is not a guarantee of future results. Dividend payments are made solely at the discretion of the issuer and are subject to be changed or eliminated at any time. Estimated Income is an estimate and the actual income might be lower or higher than the estimated amount. Estimated income reflects only the income generated by an investment. It does not reflect changes in price, which may fluctuate. The Credit Quality Rating shown takes the lower of the two credit agency ratings between Moody's and Standard & Poor's and converts it to the equivalent S&P major rating category. Credit Quality Ratings and Bond Statistics sections do not include bond funds. Bond Statistics are weighted averages based on market value of bonds in the portfolio. Yield calculations are based on yield prices that may change monthly. Fixed income holdings, where the information is not available, are excluded from the Yield at Purchase, Yield to worst, Yield to maturity, Total duration, Weighted average coupon and Weighted average maturity calculations. For more information, including fixed income descriptions, please see the Important Information section at the end of this report.

Bond Term vs. Duration



Bond: 100% of bonds with short bond terms (0 to <5 yrs), 0% of bonds with intermediate bond terms (5 to <10 yrs), 0% of bonds with long bond terms (10+ yrs), 0% of bonds with a N/A bond terms.

Duration: 100% of bonds with short bond terms (0 to <5 yrs), 0% of bonds with intermediate bond terms (5 to <10 yrs), 0% of bonds with long bond terms (10+ yrs), 0% of bonds with a N/A bond terms.

Total portfolio value: $70,700,487

Bond term indicates years to redemption date as defined in the Important Information section. Mortgage-backed securities (MBSs) include asset-backed securities (ABSs), pass-throughs and collateralized mortgage obligations (CMOs). For MBSs, the full market value is displayed at the average life of each security, when available. Duration indicates calculated option adjusted duration. 'Bonds' include preferred stocks.

In the Callable Analysis chart, MBS includes all prepaying securities. Callable value applies next call price and date to the remaining principal. Call premiums may decline subsequent to the initial call date. Extraordinary call features may exist that are not represented in this report. Bond Term vs. Duration and Callable Analysis sections do not include bond funds. For more information, including fixed income descriptions, please see the Important Information section at the end of this report.

Callable Analysis

Term	Callable value	Market value
MBS	-	-
0 to <1 yrs	250,000	247,050
1 to <2 yrs	-	-
2 to <3 yrs	-	-
3 to <4 yrs	-	-
4 to <5 yrs	-	-
5 to <7 yrs	-	-
7+ yrs	-	-
Not Available	-	-
Non-Callable	-	70,412,725
Total	**$250,000**	**$70,659,775**

Fixed Income Statistics

As of 05/29/2026 for XXXX7847 - CITY OF MALIBU

Subtotals and totals are weighted averages based on market value

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
U.S. Taxable Investment Grade Fixed Income			**3.019%**			**70,659,775** **765,299** **3.81%**	**3.93%**	**2.8** **0.1**	**2.8** **100.0%** **99.9%**
Treasury Note			2.950%			65,708,173 763,697 3.80%	3.92%	2.8 0.1	2.6 93.0% 92.9%
US TREASURY/ NOTES/ 91282CCW9	4,000,000 - -	AA1 - -	0.750% Fixed	08/31/26 M - -	99.26 91.08 91.08	3,970,560 327,553 3.52%	99.02 3.74% M 3.74%	0.3 0.0	0.0 5.6% 5.6%
US TREASURY/ NOTES/ 91282CEF4	4,000,000 - -	AA1 - -	2.500% Fixed	03/31/27 M - -	98.92 96.45 96.45	3,956,840 98,708 3.45%	98.88 3.75% M 3.75%	0.9 0.0	0.0 5.6% 5.6%
US TREASURY/ NOTES/ 91282CET4	2,245,000 - -	AA1 - -	2.625% Fixed	05/31/27 M - -	98.75 95.32 95.32	2,216,960 76,982 4.21%	98.76 3.80% M 3.80%	1.0 0.0	0.0 3.1% 3.1%
US TREASURY/ NOTES/ 91282CFH9	1,894,000 - -	AA1 - -	3.125% Fixed	08/31/27 M - -	99.01 98.60 98.60	1,875,268 7,807 3.47%	99.06 3.86% M 3.86%	1.3 0.0	0.0 2.7% 2.7%
US TREASURY/ NOTES/ 91282CBZ3	2,985,000 - -	AA1 - -	1.250% Fixed	04/30/28 M - -	94.96 88.92 88.92	2,834,466 180,338 4.24%	94.96 3.90% M 3.90%	1.9 0.0	0.1 4.0% 4.0%
US TREASURY/ NOTES/ 91282CHX2	2,100,000 -	AA1 -	4.375% Fixed	08/31/28 M -	100.73 101.65	2,115,330 -19,330	101.04 3.90% M	2.2 0.1	0.1 3.0%

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
	-	-		-	101.76	3.61%	3.90%		3.0%
US TREASURY/ NOTES/ 91282CPK1	2,928,000 - -	AA1 - -	3.500% Fixed	11/15/28 M - -	98.74 99.01 99.01	2,891,166 -7,836 -	99.02 3.91% M 3.91%	2.4 0.1	0.1 4.1% 4.1%
US TREASURY/ NOTES/ 91282CDP3	5,075,000 - -	AA1 - -	1.375% Fixed	12/31/28 M - -	93.52 88.22 88.22	4,745,886 268,522 4.06%	93.66 3.90% M 3.90%	2.6 0.1	0.2 6.7% 6.7%
US TREASURY/ NOTES/ 91282CEM9	1,565,000 - -	AA1 - -	2.875% Fixed	04/30/29 M - -	96.78 92.51 92.51	1,514,623 66,860 4.57%	97.06 3.92% M 3.92%	2.8 0.1	0.1 2.1% 2.1%
US TREASURY/ NOTES/ 91282CFC0	5,025,000 - -	AA1 - -	2.625% Fixed	07/31/29 M - -	95.76 94.86 94.86	4,811,990 45,496 3.92%	96.04 3.94% M 3.94%	3.1 0.1	0.2 6.8% 6.8%
US TREASURY/ NOTES/ 91282CLN9	4,910,000 - -	AA1 - -	3.500% Fixed	09/30/29 M - -	98.21 100.26 100.30	4,821,964 -100,541 3.42%	98.58 3.95% M 3.95%	3.2 0.1	0.2 6.8% 6.8%
US TREASURY/ NOTES/ 91282CFT3	3,000,000 - -	AA1 - -	4.000% Fixed	10/31/29 M - -	99.74 99.61 99.61	2,992,140 3,735 4.09%	100.15 3.95% M 3.95%	3.2 0.1	0.1 4.2% 4.2%
US TREASURY/ NOTES/ 91282CFY2	2,860,000 - -	AA1 - -	3.875% Fixed	11/30/29 M - -	99.31 99.56 99.56	2,840,323 -7,028 -	99.73 3.96% M 3.96%	3.3 0.1	0.1 4.0% 4.0%
US TREASURY/ NOTES/ 91282CGJ4	4,965,000 - -	AA1 - -	3.500% Fixed	01/31/30 M - -	97.98 96.82 96.82	4,864,508 57,373 4.22%	98.38 3.97% M 3.97%	3.4 0.1	0.2 6.9% 6.9%
US TREASURY/ NOTES/ 912828Z94	5,350,000 - -	AA1 - -	1.500% Fixed	02/15/30 M - -	91.18 89.17 89.17	4,878,077 107,307 3.95%	91.42 3.96% M 3.96%	3.6 0.2	0.2 6.9% 6.9%
US TREASURY/ NOTES/ 91282CHW4	4,864,000 -	AA1 -	4.125% Fixed	08/31/30 M -	99.99 102.42	4,863,416 -118,231	100.47 4.00% M	3.9 0.2	0.3 6.9%

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
	-	-		-	102.78	3.51%	4.00%		6.9%
US TREASURY/ NOTES/ 91282CJX0	5,350,000 - -	AA1 - -	4.000% Fixed	01/31/31 M - -	99.41 102.42 102.54	5,318,435 -160,974 3.44%	99.88 4.03% M 4.03%	4.2 0.2	0.3 7.5% 7.5%
US TREASURY/ NOTES/ 91282CKF7	4,200,000 - -	AA1 - -	4.125% Fixed	03/31/31 M - -	99.91 101.41 101.45	4,196,220 -63,044 3.80%	100.41 4.03% M 4.03%	4.4 0.2	0.3 5.9% 5.9%
Certificates of Deposit			3.937%			4,951,602 1,602 3.94%	 3.94% 3.94%	1.9 0.1	0.1 7.0% 7.0%
BARCLAYS BANK/DELAWAR CD/ WILMINGTON DE ACT/365/ 06740KSW8	250,000 - -	- - FDIC	4.000% Fixed	08/28/26 M - -	100.00 100.00 100.00	250,003 3 4.00%	100.03 3.89% M 3.89%	0.3 0.0	0.0 0.4% 0.4%
TEXAS EXCHANGE BK SSB CD/ CROWLEY TX ACT/365/ 88241TMC1	250,000 - -	- - FDIC	1.100% Fixed	10/29/26 M 06/29/26 P 100.00	98.82 100.00 100.00	247,050 -2,950 1.10%	98.62 3.91% M 3.91%	0.5 0.0	0.0 0.3% 0.3%
DISCOVER BANK CD/ GREENWOOD DE ACT/365/ 254673Z66	200,000 - -	- - FDIC	4.950% Fixed	11/16/26 M - -	100.46 100.00 100.00	200,912 912 4.95%	100.60 3.83% M 3.83%	0.5 0.0	0.0 0.3% 0.3%
UBS BANK USA CD/ SALT LAKE CTY UT ACT/365/ 90348JX96	250,000 - -	- - FDIC	1.150% Fixed	12/08/26 M - -	98.53 100.00 100.00	246,315 -3,685 1.15%	98.36 3.90% M 3.90%	0.6 0.0	0.0 0.3% 0.3%
CALPRIVATE BANK CD/ LA JOLLA CA ACT/365/ 13135NCY4	250,000 - -	- - FDIC	4.050% Fixed	02/16/27 M - -	100.08 100.00 100.00	250,208 208 4.05%	100.14 3.85% M 3.85%	0.8 0.0	0.0 0.4% 0.4%
VALLEY NATL BK WAYNE CD/ WAYNE NJ ACT/365/ 919853KW0	250,000 - -	- - FDIC	4.600% Fixed	03/11/27 M - -	100.42 100.00 100.00	251,063 1,063 4.60%	100.54 3.95% M 3.95%	0.8 0.0	0.0 0.4% 0.4%
BRADESCO BANK CD/	250,000	-	4.500%	03/22/27 M	100.37	250,935	100.48	0.9	0.0

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
CORAL GABLES FL ACT/365/ 10421AAT4	- - -	- - FDIC	Fixed	- - -	100.00 100.00 100.00	935 4.50%	3.93% M 3.93%	0.0	0.4% 0.4% 0.4%
BNY MELLON NA CD/ NEW YORK NY ACT/365/ 05584CP59	250,000 - -	- - FDIC	4.600% Fixed	06/01/27 M - -	100.60 100.00 100.00	251,498 1,498 4.60%	100.73 3.90% M 3.90%	1.0 0.0	0.0 0.4% 0.4%
EAGLEMARK SVGS BK CD/ CARSON CTY NV ACT/365/ 27004PFE8	250,000 - -	- - FDIC	4.700% Fixed	07/02/27 M - -	100.73 100.00 100.00	251,820 1,820 4.70%	100.89 3.90% M 3.90%	1.1 0.0	0.0 0.4% 0.4%
CELTIC BANK CD/ SALT LAKE CTY UT ACT/365/ 15118RTH0	250,000 - -	- - FDIC	2.000% Fixed	12/27/27 M - -	96.85 100.00 100.00	242,120 -7,880 2.00%	96.90 3.93% M 3.93%	1.6 0.0	0.0 0.3% 0.3%
AMERANT BANK NA CD/ CORAL GABLES FL ACT/365/ 02357QCL9	250,000 - -	- - FDIC	4.050% Fixed	03/28/28 M - -	99.89 100.00 100.00	249,730 -270 4.05%	100.14 3.97% M 3.97%	1.8 0.0	0.0 0.4% 0.4%
BANK OF AMERICA NA CD/ CHARLOTTE NC ACT/365/ 06051X6T4	250,000 - -	- - FDIC	3.950% Fixed	04/24/28 M - -	99.74 100.00 100.00	249,345 -655 3.95%	100.00 3.95% M 3.95%	1.9 0.0	0.0 0.4% 0.4%
UNIVEST BANK & TR CO CD/ SOUDERTON PA ACT/365/ 91527PCP0	250,000 - -	- - FDIC	4.300% Fixed	02/28/29 M - -	100.47 100.00 100.00	251,168 1,168 4.30%	100.93 3.95% M 3.95%	2.7 0.1	0.0 0.4% 0.4%
BEAL BANK - PLANO TX CD/ PLANO TX ACT/365/ 07371BVU2	250,000 - -	- - FDIC	4.700% Fixed	05/30/29 M - -	101.62 100.00 100.00	254,043 4,043 4.70%	102.12 3.96% M 3.96%	2.8 0.1	0.0 0.4% 0.4%
BEAL BANK USA CD/ LAS VEGAS NV ACT/365/ 07371DR66	250,000 - -	- - FDIC	4.700% Fixed	05/30/29 M - -	101.62 100.00 100.00	254,043 4,043 4.70%	102.12 3.96% M 3.96%	2.8 0.1	0.0 0.4% 0.4%
MORGAN STANLEY PVT BK CD/ PURCHASE NY ACT/365/ 61768E4J9	250,000 - -	- - FDIC	4.650% Fixed	05/30/29 M - -	101.47 100.00 100.00	253,670 3,670 4.65%	101.97 3.96% M 3.96%	2.8 0.1	0.0 0.4% 0.4%

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
TOYOTA FINL SGS BK CD/ HENDERSON NV ACT/365/ 89235MPR6	250,000 - -	- - FDIC	4.500% Fixed	06/28/29 M - -	101.04 100.00 100.00	252,595 2,595 4.50%	101.54 3.97% M 3.97%	2.9 0.1	0.0 0.4% 0.4%
MORGAN STANLEY BK NA CD/ SALT LAKE CTY UT ACT/365/ 61690DS33	250,000 - -	- - FDIC	4.250% Fixed	02/26/30 M - -	100.19 100.00 100.00	250,475 475 4.25%	100.74 4.04% M 4.04%	3.5 0.1	0.0 0.4% 0.4%
GOLDMAN SACHS BK USA CD/ NEW YORK NY ACT/365/ 38151PMN8	250,000 - -	- - FDIC	4.000% Fixed	04/21/31 M - -	98.92 100.00 100.00	247,308 -2,693 4.00%	99.74 4.06% M 4.06%	4.5 0.2	0.0 0.3% 0.3%
STATE BANK OF INDIA CD/ NEW YORK NY ACT/365/ 856288FQ3	250,000 - -	- - FDIC	4.000% Fixed	04/22/31 M - -	98.92 100.00 100.00	247,305 -2,695 4.00%	99.74 4.06% M 4.06%	4.5 0.2	0.0 0.3% 0.3%
Fixed income statistics **total**			**3.019%**			**70,659,775** **765,299** **3.81%**	**3.93%**	**2.8** **0.1**	**2.8** **100.0%** **99.9%**

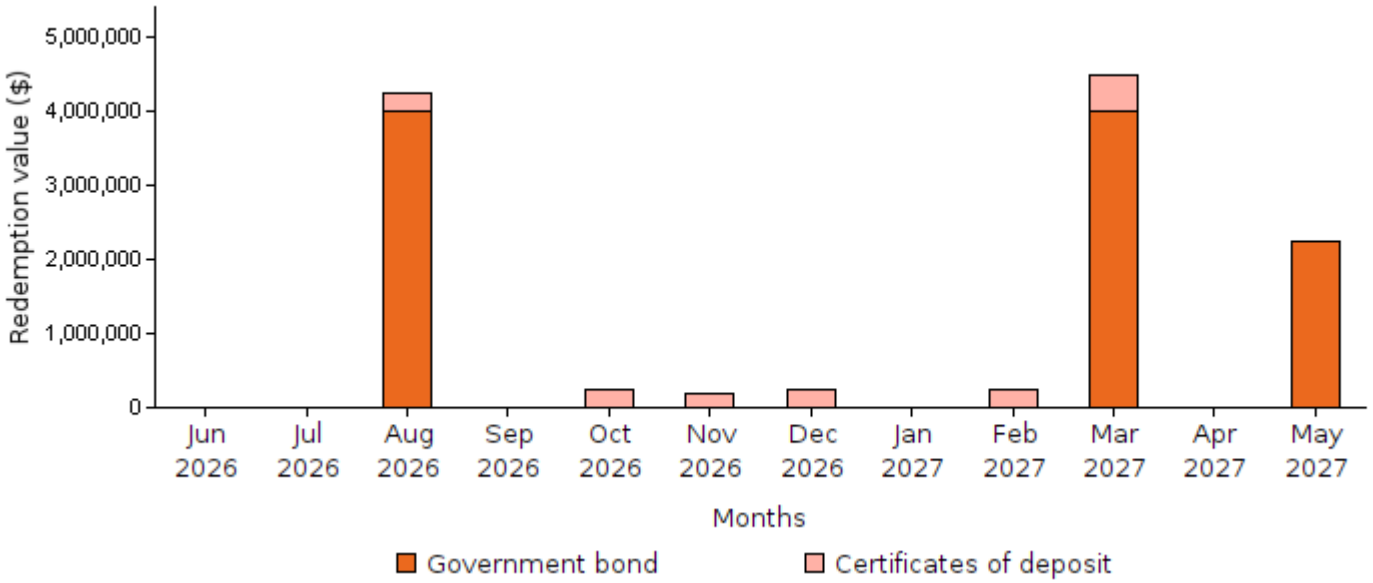
Total portfolio value: $70,700,487

**Indicates that this holding is insured by a credit agency but the specific insurer is unknown.
Rem Prin - Remaining Principal is the amount of principal which, as of a given date, has not yet been paid on a fixed income security (original face value multiplied by the factor).
Factor represents the portion of principal remaining on a security subject to principal prepayments (such as a mortgage-backed security). A factor of .87654321 on an original face of $100,000 would indicate that $87,654.32 in principal remained.
Enhance - Indicates that there is a form of credit enhancement such as collateralization or bond insurance which may vary in credit quality. The ratings displayed are the higher of the credit rating of the bond insurer or of the underlying credit of the issuer. Acronyms indicate insurance or type of collateral. Please see the Important Information section at the end of this report.
CDs are subject to insurance limits through FDIC.
The coupon rate is the interest rate stated on a bond, note or other fixed income security, expressed as a percentage of the principal. Adjustable rate coupon securities will be shown at the current coupon rate if known; actual coupon rates may vary. There is no assurance that coupons will be paid. Past Performance is not a guarantee of future results. Range Notes will carry a coupon of 0%.
Coupon Types: Adj (Adjustable rate), Fixed (Fixed rate), Step (Step up or down), Struct (Structured Product Securities), Zero (Zero Coupon), PIK (Payment-in-kind)
Redemption is the date the security is scheduled to be redeemed. Types: M - maturity, R - refunded, T - mandatory tender/put, P - perpetual (displays date of report plus sixty years), D - Dutch auction or optional tender, A - estimated average life of prepaying securities.
Next call is the next date, prior to maturity, on which a callable security may be redeemed by the issuer. Call Price is the price, specified at issuance, at which a bond or preferred stock can be redeemed.
Call Types: C - Optional Premium Call, P - Optional Par Call.
Adjusted Price is the original price adjusted for accretion for a discount and amortization for a premium.
Purchase Yield is the yield to worst based on original price and purchase date.
Yield Price is the most recent month-end market price which is used to calculate yields, duration, convexity, etc.

YTW - Yield to Worst indicates the lowest of yields to calls or the yield to maturity, calculated at yield price and not at current market price. The Yield Code next to YTW indicates the date/price to which the yield has been calculated. Codes: C = next call, P = par call, W = middle call, R = pre-refunding, M = maturity of issue, A = estimated average life on principal paydown securities, T = next mandatory put/tender, F = called in full.
YTM (Yield to Maturity) is calculated to the redemption date based on the yield price and not on current market price.
Duration - Duration, where available, is Modified Duration. It is used to provide a measurement of price volatility. For example, a duration of 4 means that a shift in prevailing rates 100 basis points (1%) in a 1 year period should shift the price in the opposite direction by 4%. Duration will not be calculated on Structured Products or other securities for which required data is not available. Modified Duration, unlike Effective Duration, assumes cash flows do not change and does not take into account embedded call options.
Convexity - Convexity measures the speed with which the duration will change with movements in interest rates. For example, on a bond with negative convexity, the duration will shorten with falling interest rates which will reduce the impact of duration of this security on the portfolio. Convexity is reflected at both the security level and at the subtotal level for fixed income classification calculated as a weighted average.
Duration Contribution - The duration contribution is the impact of this bond's duration on the fixed income portion of the portfolio. Example, if bond has a duration of 3 and its market value is 5% of the fixed income, the duration contribution will be 0.15 (3 x .05).
For more information including fixed income analysis details, please see the Important Information section at the end of this report.

Redemption Distribution Rolling 12 Months

As of 05/29/2026 for XXXX7847 - CITY OF MALIBU



Redemption values are stated in thousands ($)

Description	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Total Principal
Government bond	-	-	4,000	-	-	-	-	-	-	4,000	-	2,245	10,245
Certificates of deposit	-	-	250	-	250	200	250	-	250	500	-	-	1,700
Redemption distribution rolling 12 months total	**-**	**-**	**4,250**	**-**	**250**	**200**	**250**	**-**	**250**	**4,500**	**-**	**2,245**	**11,945**

Current market value of securities with undefined redemption value: $0

Total portfolio value: $70,700,487

This report shows the schedule of principal payments of securities calculated as of the date of the report. Payments are not guaranteed. Unforeseen events could occur which could cause the estimated principal payments to differ from stated values. Bonds in default will not display a redemption value. The redemption value applies the redemption price to the remaining principal or the number of shares. These schedules assume that bonds are not called. Call features may be exercised as stated elsewhere at any time. On Treasury Inflation Index securities (TIPs), we have applied the most recent Index Ratio to the redemption price. Actual redemption value will not be less than the face amount on TIPs if held to maturity. 100% Principal protected structured products (when held to maturity) will be displayed at their face amount as the redemption value.

The asset classification of Corporate Bonds includes holdings of Certificates of Deposit.

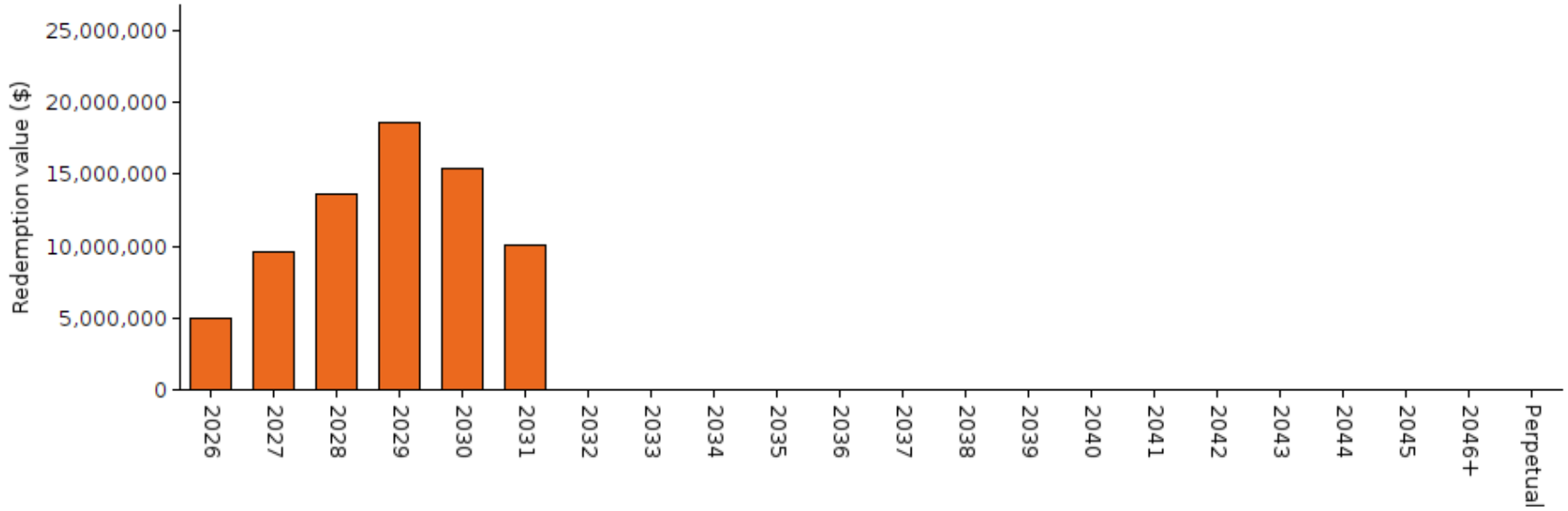
Mortgage Backed Securities display the total remaining principal on pass-through securities and collateralized mortgage obligations (CMOs), which are not represented in the table due to uncertain schedule of principal payments.

Securities with Undefined Redemption Value, such as mandatory convertible securities and structured products (other than those with 100% principal protection), do not have a defined redemption value and are not represented in the table. The market value of these securities that have a redemption date within the next 12 months is displayed beneath the table. These securities will display N/A as the redemption value in the month of their scheduled redemption. For more information, see the Important Information section at the end of this report.

Fixed Income Redemption Distribution: w/Holding(s)

As of 05/29/2026 for XXXX7847 - CITY OF MALIBU

Coupon subtotals and totals are weighted averages based on redemption value



Description	Redemption date	Redemption price ($)	Redemption value ($)	Coupon	Weighted average coupon remaining
2026			**4,950,000**	**1.122%**	**3.134%**
BARCLAYS BAN 4% 082826 (CUSIP: 06740KSW8)	08/28/26 M	100.00	250,000	4.000%	2.993%
UST NTS .75% 083126 (CUSIP: 91282CCW9)	08/31/26 M	100.00	4,000,000	0.750%	3.128%
TEXAS EXC 1.10% 102926 (CUSIP: 88241TMC1)	10/29/26 M	100.00	250,000	1.100%	3.003%
DISCOVER 4.95% 111626 (CUSIP: 254673Z66)	11/16/26 M	100.00	200,000	4.950%	2.991%
UBS BANK 1.15% 120826 (CUSIP: 90348JX96)	12/08/26 M	100.00	250,000	1.150%	3.003%
2027			**9,639,000**	**2.897%**	**3.012%**
CALPRIVAT 4.05% 021627 (CUSIP: 13135NCY4)	02/16/27 M	100.00	250,000	4.050%	2.993%
VALLEY NAT 4.6% 031127 (CUSIP: 919853KW0)	03/11/27 M	100.00	250,000	4.600%	2.991%
BRADESCO B 4.5% 032227 (CUSIP: 10421AAT4)	03/22/27 M	100.00	250,000	4.500%	2.991%
UST NTS 2.5% 033127 (CUSIP: 91282CEF4)	03/31/27 M	100.00	4,000,000	2.500%	3.026%

Description	Redemption date	Redemption price ($)	Redemption value ($)	Coupon	Weighted average coupon remaining
UST NTS 2.625% 053127 (CUSIP: 91282CET4)	05/31/27 M	100.00	2,245,000	2.625%	3.008%
BNY MELLON 4.6% 060127 (CUSIP: 05584CP59)	06/01/27 M	100.00	250,000	4.600%	2.991%
EAGLEMARK 4.7% 070227 (CUSIP: 27004PFE8)	07/02/27 M	100.00	250,000	4.700%	2.991%
UST NTS 3.125% 083127 (CUSIP: 91282CFH9)	08/31/27 M	100.00	1,894,000	3.125%	2.993%
CELTIC BANK 2% 122727 (CUSIP: 15118RTH0)	12/27/27 M	100.00	250,000	2.000%	3.000%
2028			**13,588,000**	**2.366%**	**3.143%**
AMERANT B 4.05% 032828 (CUSIP: 02357QCL9)	03/28/28 M	100.00	250,000	4.050%	2.993%
BANK OF A 3.95% 042428 (CUSIP: 06051X6T4)	04/24/28 M	100.00	250,000	3.950%	2.993%
UST NTS 1.25% 043028 (CUSIP: 91282CBZ3)	04/30/28 M	100.00	2,985,000	1.250%	3.072%
UST NTS 4.375% 083128 (CUSIP: 91282CHX2)	08/31/28 M	100.00	2,100,000	4.375%	2.955%
UST NTS 3.5% 111528 (CUSIP: 91282CPK1)	11/15/28 M	100.00	2,928,000	3.500%	2.975%
UST NTS 1.375% 123128 (CUSIP: 91282CDP3)	12/31/28 M	100.00	5,075,000	1.375%	3.119%
2029			**18,610,000**	**3.421%**	**2.849%**
UNIVEST BA 4.3% 022829 (CUSIP: 91527PCP0)	02/28/29 M	100.00	250,000	4.300%	2.992%
UST NTS 2.875% 043029 (CUSIP: 91282CEM9)	04/30/29 M	100.00	1,565,000	2.875%	2.999%
BEAL BANK 4.7% 053029 (CUSIP: 07371DR66)	05/30/29 M	100.00	500,000	4.700%	2.985%
MORGAN ST 4.65% 053029 (CUSIP: 61768E4J9)	05/30/29 M	100.00	250,000	4.650%	2.991%
TOYOTA FIN 4.5% 062829 (CUSIP: 89235MPR6)	06/28/29 M	100.00	250,000	4.500%	2.991%
UST NTS 2.625% 073129 (CUSIP: 91282CFC0)	07/31/29 M	100.00	5,025,000	2.625%	3.024%
UST NTS 3.5% 093029 (CUSIP: 91282CLN9)	09/30/29 M	100.00	4,910,000	3.500%	2.960%
UST NTS 4% 103129 (CUSIP: 91282CFT3)	10/31/29 M	100.00	3,000,000	4.000%	2.953%
UST NTS 3.875% 113029 (CUSIP: 91282CFY2)	11/30/29 M	100.00	2,860,000	3.875%	2.960%
2030			**15,429,000**	**3.016%**	**2.991%**
UST NTS 3.5% 013130 (CUSIP: 91282CGJ4)	01/31/30 M	100.00	4,965,000	3.500%	2.959%
UST NTS 1.5% 021530 (CUSIP: 912828Z94)	02/15/30 M	100.00	5,350,000	1.500%	3.116%
MORGAN ST 4.25% 022630 (CUSIP: 61690DS33)	02/26/30 M	100.00	250,000	4.250%	2.992%
UST NTS 4.125% 083130 (CUSIP: 91282CHW4)	08/31/30 M	100.00	4,864,000	4.125%	2.915%
2031			**10,050,000**	**4.052%**	**2.826%**
UST NTS 4% 013131 (CUSIP: 91282CJX0)	01/31/31 M	100.00	5,350,000	4.000%	2.916%
UST NTS 4.125% 033131 (CUSIP: 91282CKF7)	03/31/31 M	100.00	4,200,000	4.125%	2.927%
GOLDMAN SACH 4% 042131 (CUSIP: 38151PMN8)	04/21/31 M	100.00	250,000	4.000%	2.993%
STATE BANK O 4% 042231 (CUSIP: 856288FQ3)	04/22/31 M	100.00	250,000	4.000%	2.993%
Fixed income redemption distribution total			**72,266,000**	**2.997%**	**0.000%**

Redemption value (remaining principal) of mortgage backed securities: $0

Market value of securities with undefined redemption value: $0

This report shows the schedule of principal payments of securities calculated as of the date of the report. Payments are not guaranteed. Unforeseen events could occur which could cause the estimated principal payments to differ from stated values. Bonds in default will not display a redemption value. The redemption value applies the redemption price to the remaining principal or the number of shares. These schedules assume that bonds are not called. Call features may be exercised as stated elsewhere at any time. On Treasury Inflation Index securities (TIPs), we have applied the most recent Index Ratio to the redemption price. Actual redemption value will not be less than the face amount on TIPs if held to maturity. 100% Principal protected structured products (when held to maturity) will be displayed at their face amount as the redemption value.

Mortgage backed securities (MBSs) are not represented in this report as it is not possible to accurately predict principal prepayments.

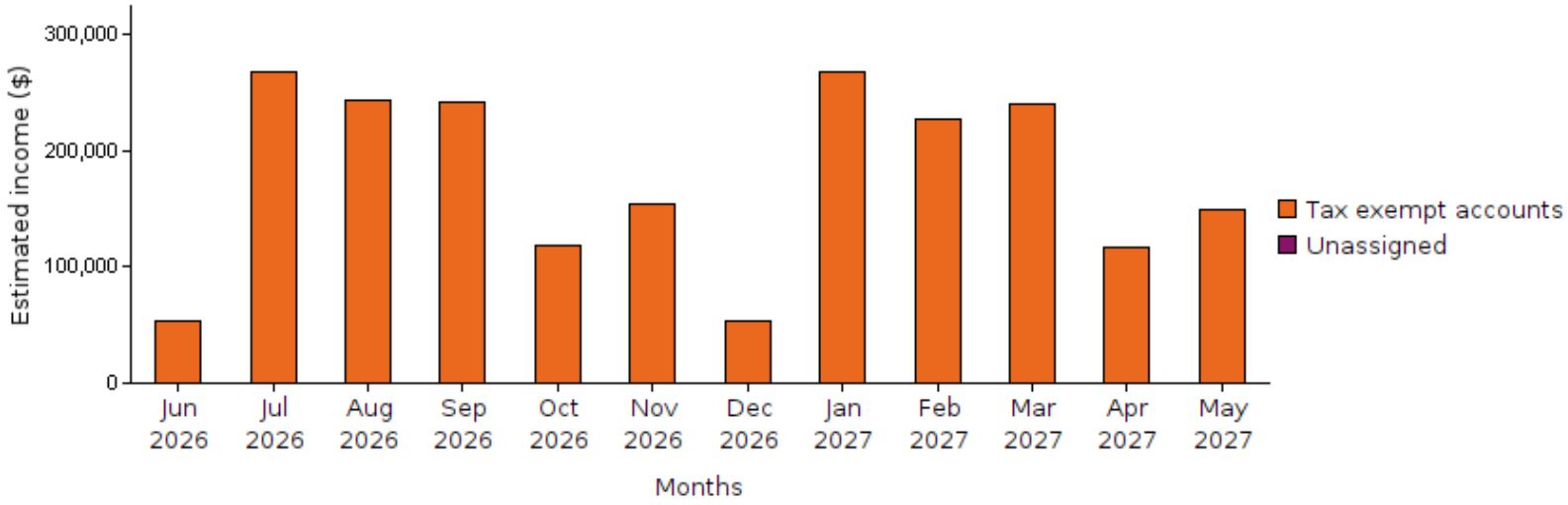
Securities with undefined redemption value, such as mandatory convertible securities and structured products (other than those with 100% principal protection), do not have a defined redemption value and are not represented in the bar charts. The market value of these securities is displayed beneath the table. These securities will display N/A as the redemption value in the year of their scheduled redemption.

Redemption is the date the security is scheduled to be redeemed. Types: M - maturity, R - refunded, T - mandatory tender/put, P - perpetual (displays date of report plus sixty years), D - Dutch auction or optional tender, A - estimated average life of prepaying securities.

The coupon rate is the interest rate stated on a bond, note or other fixed income security, expressed as a percentage of the principal. Adjustable rate coupon securities will be shown at the current coupon rate if known; actual coupon rates may vary. There is no assurance that coupons will be paid. Past Performance is not a guarantee of future results. Range Notes will carry a coupon of 0%.

Estimated Income Summary

As of 05/29/2026 for XXXX7847 - CITY OF MALIBU



	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Annualized Estimated income ($)
Tax exempt accounts	54,136	267,527	243,184	241,041	117,991	154,419	53,947	267,204	227,788	240,163	117,490	148,983	2,133,873
Money market fund	102	102	102	102	102	102	102	102	102	102	102	102	1,229
Certificates of deposit	19,143	7,584	12,105	18,388	16,735	18,199	18,954	7,261	11,710	17,511	16,234	12,762	176,587
Government bond	34,891	259,841	230,976	222,550	101,153	136,118	34,891	259,841	215,976	222,550	101,153	136,118	1,956,058
Unassigned													
Not available													
Cash alternative													
Estimated income total	54,136	267,527	243,184	241,041	117,991	154,419	53,947	267,204	227,788	240,163	117,490	148,983	2,133,873

Total Portfolio Value: $70,700,487

This report is not a substitute for official tax reporting. This report separates the holdings, first based on the taxability at the account level. The secondary aggregation is Tax Type which is used to aggregate securities based on their assumed taxability of income (interest and dividends) at the time of this report. Classifications are made by data sources we deem reliable; however, we do not

guarantee the accuracy of these classifications. Most securities are subject to capital gains taxes and some may be considered in calculations for Alternative Minimum Tax (AMT) that are not so designated here. This report does not attempt to portray phantom income (income accreted or accrued but not paid) on discount or zero coupon securities. You should consult with your tax advisor regarding the taxability of your holdings.

The following tax type classifications may be included in this report: AMT - subject to Alternative Minimum Tax; Dividend - taxable as dividend income; Federal - income taxable by federal government (state and local income taxes may not apply); Non-Federal - income non-taxable by federal government but may be subject to state and local taxes; Taxable - income taxable by federal, state and local taxes; and Not Available - taxability undetermined.

Estimated Income Annualized (EIA) takes your current income, based on the current dividends or interest paid by your securities and multiplies it to create an annualized hypothetical figure. It does not reflect actual or future performance and should not be relied upon when making financial decisions. All annualizations are based upon current positions using a simple mathematical calculation and assumes all figures remain constant for a year; any subsequent position changes will affect these calculations. Calculations for certain types of securities could include a return of principal or capital gain, in which case the figures would be overstated. Past performance is not a guarantee of future results. Dividend payments are made solely at the discretion of the issuer and are subject to be changed or eliminated at any time. Estimated Income is an estimate and the actual income might be lower or higher than the estimated amount. Estimated Income only the income generated by an investment. It does not reflect changes in price, which may fluctuate.

Important Information

Accounts Included:

Internal Accounts

XXXX7847 [P] CITY OF MALIBU

[P] Indicates an account included in the performance information within the report.

This Account listing represents a portfolio of assets and/or liabilities owned by you based on our records of transactions processed through us or supplemental information supplied by you. The information contained in this report may not reflect all holdings or transactions, their costs, or proceeds in your household. Any assets and liabilities you currently hold away from our Firm may not be covered by SIPC.

Transactions requiring tax consideration should be reviewed carefully with your accountant or tax advisor. Unless otherwise indicated, market prices are only indications of market values, are subject to change, and may not reflect the value at which securities could be sold.

This report is not the official record of your account. However, it has been prepared to assist you in understanding your investments and is for informational purposes only. Your account statements and/or trade confirms are considered the official and accurate records of your account activity. Therefore, if there are any discrepancies between this report and your statements and/or trade confirms, you should rely on your statements and/or trade confirms.

For a complete list of accounts used in this report or if you have more questions related to this report, please contact your dedicated investment professional.

Certain assets are excluded from performance calculations. Selected annuities, mutual funds held outside the firm, precious metals, coins, bullion, or any assets subject to tax-withholdings (TEFRA) are among the assets not included in values or performance calculations. Additionally, thinly traded or non-publicly traded securities, private assets and other types of assets that do not have a readily ascertainable market value, including but not limited to loan assets, real estate, closely held interests, and oil, gas, and mineral interests are not included in performance calculations and may not be included in market values.

For performance market values, we include account accruals in the calculations. Accruals are accumulated interest or income that your individually held assets have earned over time but have not been recorded or paid out yet. Because you are legally entitled to receive this interest and income as the holder of the assets, we factor these accruals as part of the assets' appreciation value. Please note accruals are not included in performance calculations for most mutual funds and non-performance market values.

Where your account holds alternative investments, the alternative investment valuations used to calculate the investment performance presented in this report are based on valuation reporting we receive from fund sponsors. In certain instances, the most recent valuations provided by fund sponsors may be delayed by as much as six months or more and may not reflect distributions made over the prior six-plus months. As a result, the performance returns shown may be based on stale valuations and may be higher or lower than performance returns based on current valuations. As such, if you own alternative investments, the account level and alternatives performance presented in this report may not reflect the current value of your holdings. Please refer to the statement provided by the applicable alternative fund sponsor for the most up-to-date valuation of holdings.

Asset Classification

Asset Classes for mutual funds, variable annuities and exchange-traded funds are derived from Morningstar Categories. Underlying holdings classification provided by Morningstar. ©2026 Morningstar, Inc. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information.

Account Return Methodology

Account returns are annualized for time periods greater than one year. This performance presented is past performance, which is not a guarantee of future results; current performance may be lower or higher than the performance quoted. The investment return and principal value will fluctuate so that an investor's units, when redeemed, may be worth more or less than their original cost.

Net Time Weighted rates of return are independent of the timing and magnitude of your cash flow decisions and are calculated after the deduction of program fees. Each return period is given an equal weighting, regardless of the portfolio value.

Gross Time Weighted rates of return are independent of the timing and magnitude of your cash flow decisions and are calculated before the deduction of all fees. Each return period is given an equal weighing, regardless of the portfolio value.

Gross Performance represents returns before the deduction of any investment management fees. Actual performance in your account will be less. For more information, please contact your advisor who can provide you with account performance both gross of and net of fees.

Money Weighted rates of return reflect your decisions to deposit assets to or withdraw assets from your accounts and are calculated after the deduction of all fees. They give more weight to returns in periods with higher portfolio values and, as a result, should not be used to measure performance of an investment manager.

Fixed Income Securities (Bonds)

Investments in fixed-income securities are subject to market, interest rate, credit/default, inflation and other risks. Bond prices fluctuate inversely to changes in interest rates. Therefore, a general rise in interest rates can result in the decline in the bond's price. Lower rated securities are speculative and involve greater risk of default.

YTW: Yield to worst is the lowest of all yields to calls or the yield to maturity. Yield to maturity is the yield that would be realized on a fixed income security if it were held to the maturity date. Yield at purchase is calculated based on the purchase date and price of each position (if available) and represents the yield to worst at the time of purchase. At the subtotal and total levels, yields are weighted averages for that grouping.

Duration, if available, is option adjusted duration and is used to provide a measurement of price volatility. For example, a duration of 4 means that a shift in prevailing rates 100 basis points (1%) in a 1 year period should shift the price in the opposite direction by 4%. Duration will not be calculated on Structured Products or other securities for which required data is not available. Modified Duration, unlike Effective Duration, assumes cash flows do not change and does not take into account embedded call options.

YTM: Yield to Maturity is calculated to the redemption date based on the yield price and not on current market price.

Yield at purchase is the yield to worst based on original price and purchase date.

Weighted avg coupon: Weighted average coupon at the subtotal and total levels is the weighted average coupon that has been calculated based on the market value of the securities within that grouping.

Weighted avg maturity: Weighted average maturity is a measure of the overall maturity of the fixed income securities in a portfolio. The higher the weighted average maturity the longer it takes for all these securities in the portfolio to mature.

Term: Short-term bonds have effective maturities of five years or less, intermediate bonds have effective maturities between five and ten years; and long-term bonds have maturities of ten years or longer. Income from tax exempt bonds is generally free from federal and state taxes for residents of the issuing state. While the interest income is tax-free, capital gains if any are subject to taxes. Income of certain tax-exempt bonds may be subject to the Federal Alternative Minimum Tax (AMT).

Credit Quality Ratings: Bond rating firms, such as Moody's and Standard & Poor's, use different designations consisting of upper- and lower-case letters 'A' and 'B' to identify a bond's credit quality rating. 'AAA' and 'AA' (high credit quality) and 'A' and 'BBB' (medium credit quality) are

considered investment grade. Credit ratings for bonds below these designations ('BB', 'B', 'CCC', etc.) are considered low credit quality, and are commonly referred to as junk bonds.

Fixed Income Analysis

All yields, durations and convexities are calculated at the 'Yield Price' listed on the report. The calculations are updated approximately once per month. Should there be significant changes in interest rates we will update the calculations more frequently.

Enhancements used for this analysis may include Bond Insurance, Federal Deposit Insurance Corporation (FDIC) and escrowed collateral on refunded bonds (typically in US Government securities). The terms of enhancements vary and assumptions cannot be made as to specific issuers or issues. This report is not meant to indicate that 'non-enhanced' securities are of lesser credit quality than those with secondary credit enhancement. Insurance pertains to the timely payment of principal and interest by the issuer of the underlying securities and not the price of the bond, which will fluctuate prior to maturity.

Types of enhancements may include but are not limited to:
Pre-ref - Indicates that the security has been pre-refunded, is collateralized (typically in US Government Securities) and is scheduled to be redeemed at the stated redemption date.
ETM - Indicates that the security has been escrowed to maturity (collateralized, typically in U.S. Government securities).
FDIC - Federal Deposit Insurance Corporation
MBIA - Municipal Bond Insurance Association
FGIC - Financial Guaranty Insurance Company
AMBAC - American Municipal Bond Assurance Corporation
Assured Gty. - Assured Guaranty Corp.
BHAC - Berkshire Hathaway Assurance
AGM(f.FSA) - Assured Guaranty Municipal Corp.
AGC - Assured Guaranty Corp.
NATL-RE(f.MBIA) - National Public Finance Guaranty Corp. (MBIA's public finance subsidiary)
Syncora(f.XLCA) - Syncora Guarantee (Formerly XL Capital Assurance)
PSF - Permanent School Fund
BAM - Build America Mutual Assurance Corp.
Q-SBLF - Qualified School Bond Loan Fund
ACA - ACA Financial Guaranty Corp.
FHA - Federal Housing Administration
FHLMC - Federal Home Loan Mortgage Corp.
FNMA - Federal National Mortgage Association
GNMA - Government National Mortgage Association
SECT8 - Section 8

City Council Meeting
07-13-26
Item
1.B.6.

Council Agenda Report

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

Prepared by: Gregory Kajszo, Assistant to the City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 30, 2026 Meeting date: July 13, 2026

Subject: Letter to Governor Newsom – Pacific Coast Highway (PCH) and Telecoms Safety in Malibu

---

RECOMMENDED ACTION: Authorize the Mayor to sign a letter to Governor Newsom regarding PCH and Telecoms Safety in Malibu and authorize staff to proceed with its formal submission.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN IMPLEMENTATION:
Goal 3*:* Advance Infrastructure Resilience
Objective 3.1*:* Develop and fund a comprehensive Infrastructure Resilience Plan

Goal 4: Improve Public Safety
Objective 4.1: Reduce injury and fatal collisions on Pacific Coast Highway

DISCUSSION: In May of 2026, Malibu's Rebuild Task Force received a formal advocacy letter addressed to Governor Newsom. The letter requests immediate State intervention to address two critical post-wildfire infrastructure vulnerabilities in Malibu: the structural stabilization of PCH and the undergrounding of overhead telecommunications lines along key evacuation routes. Staff have completed a thorough review, incorporating minor clarifying edits, and are now presenting the final draft for City Council consideration and approval.

ATTACHMENTS: Letter to Governor Newsom - PCH and Telecoms Safety in Malibu.

City of Malibu

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

Dear Governor Newsom,

We are writing to respectfully request the State's leadership in addressing two critical infrastructure issues impacting public safety and recovery following the January 7, 2025 wildfires:

- The structural stability and resilience of Pacific Coast Highway / State Route 1; and
- The undergrounding of overhead telecommunications infrastructure in fire-impacted areas.

Pacific Coast Highway is a critical transportation corridor and the primary arterial route serving the Malibu community. It provides essential access for emergency response, evacuation, utilities, commerce, and daily mobility. The safety and reliability of this roadway are fundamental to the protection of life and the long-term recovery of the region.

Historically, portions of Pacific Coast Highway along Malibu's coastline have functioned within a complex and interdependent physical environment, where public infrastructure has existed alongside private development, including retaining walls, foundations, seawalls, and shoreline protection devices associated with beachfront properties. While these improvements were privately owned, they have, in certain locations, contributed to the effective stabilization of the coastal edge adjacent to the highway.

The recent wildfires have significantly altered these conditions. The loss of numerous beachfront structures has created uncertainty regarding whether segments of Pacific Coast Highway are now more vulnerable to coastal erosion, slope instability, drainage impacts, and long-term structural degradation. Importantly, these risks exist independent of whether, when, or how private property owners rebuild.

It is also important to note that the urgency of addressing these conditions is heightened by near-term environmental and regional factors. Weather forecasters have indicated that current ocean temperature patterns are consistent with the development of an El Niño event, which may increase the likelihood of coastal erosion, storm surge, and additional stress on already compromised shoreline conditions. In addition, the Los Angeles region will be hosting high-profile global events in the near term, including the FIFA World Cup and the Olympic Games. Ensuring the reliability and resilience of critical infrastructure such as Pacific Coast Highway is essential not only for local recovery, but also for regional mobility, emergency preparedness, and the State's broader readiness for these events.

Recent site observations, including photographs taken during the last week of April 2026 (attached), indicate that several locations along Pacific Coast Highway between Las Flores Drive and Big Rock Drive are approaching conditions that may become problematic if not addressed promptly. The longer these areas remain without corrective measures, the higher the probability of a significant

disruption to traffic flow on this critical corridor, as well as substantially increased costs associated with future emergency repairs. The absence of visible repair or stabilization measures to date is therefore a matter of concern.

In some locations, the toe of existing slope movement appears to extend toward or into the highway corridor. With retaining walls, seawalls, and other lateral support systems potentially compromised following the fire, there may be a reduced factor of safety for both the roadway and adjacent bluff conditions.

Under current circumstances, including the potential for increased rainfall associated with El Niño patterns, post-fire drainage impacts, erosion, debris flow risk, and the region's exposure to seismic activity, the probability of localized slope instability, settlement, roadway undermining, or partial roadway failure may be materially higher absent timely corrective measures.

We respectfully submit that private property owners should not be expected to assume responsibility, directly or indirectly, for stabilizing or protecting a state highway. The structural integrity and long-term resilience of Pacific Coast Highway is a matter of statewide public infrastructure and must be addressed as such, irrespective of private rebuilding decisions or timelines. Moreover, given applicable permitting timelines and the inherent complexities of beachfront construction, it would be prudent to assume that it may be multiple years before the majority of adjacent homes are rebuilt and able to provide any meaningful protection against erosive forces, including wind, tides, wave action, and storm surge. The State's assessment and stabilization efforts should therefore proceed on the assumption that these private improvements will not be restored in the near term.

Accordingly, we respectfully request that the State of California, through Caltrans, take the following actions:

- Conduct a comprehensive and transparent assessment of Pacific Coast Highway in Malibu to identify segments where the loss of adjacent structures, fire-damaged retaining walls, compromised shoreline protection systems, or slope movement may have reduced coastal, lateral, or geotechnical support for the roadway.

- Implement, on an expedited basis, any necessary emergency and permanent stabilization measures, including shoreline protection, slope stabilization, drainage improvements, retaining wall repair or replacement, and structural reinforcement.

- Clearly define the State's role in maintaining and protecting Pacific Coast Highway as a critical transportation asset, independent of private property conditions.

In addition, we respectfully request that the State take action to address the continued risk posed by overhead telecommunications infrastructure in fire-prone and recently impacted areas.

The issue is not limited to whether telecommunications lines ignite fires. In Malibu's fire-prone hillside communities, overhead telecommunications facilities are often carried on wooden poles. When those poles or lines fail, they can create debris, ember production, and physical obstructions that prevent emergency vehicles from accessing burning neighborhoods. During the Palisades Fire, fire apparatus were unable to drive up to Big Rock community because fallen telecommunications

Recycled Paper

wires were blocking the roadway. Similarly, in Las Flores Mesa, a fallen pole blocked access to the upper Mesa, and two homes burned the following day because emergency access had been compromised.

We therefore respectfully request that the State:

- Direct relevant state agencies and work with telecommunications providers to develop and implement a program to underground overhead communications infrastructure in high-risk and fire-impacted areas, including Malibu.
- Prioritize undergrounding in locations where emergency access routes may be compromised by downed lines.
- Explore the use of emergency authorities, funding mechanisms, or public-private partnerships to expedite implementation.

We note that Executive Order N-24-25 provides the State with broad authority to expedite recovery efforts, coordinate across agencies, and take necessary actions to protect critical infrastructure and public safety following the wildfires. We respectfully request that these authorities be utilized to advance the undergrounding of overhead telecommunications infrastructure in Malibu and similarly impacted communities where emergency access and public safety are at risk.

These actions are necessary to ensure that critical infrastructure does not hinder emergency response during future disasters.

We recognize that Malibu's recovery will take time and will require coordination across multiple levels of government. However, addressing these infrastructure vulnerabilities proactively is essential to protecting public safety and enabling long-term recovery.

Pacific Coast Highway is the lifeline of Malibu. Its continued safety, stability, and reliability are essential to emergency response, evacuation, regional mobility, and the restoration of our community. The State's leadership and immediate engagement are essential.

Thank you for your leadership and attention to these urgent matters.

Respectfully,

Recycled Paper

City Council Meeting
07-13-26
Item 1.B.7.

Council Agenda Report

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

Prepared by: Renée Neermann, Financial Controller

Reviewed by: Christopher Smith, Assistant City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 18,2026 Meeting date: July 13, 2026

Subject: Professional Services Agreement with Springbrook Holding Company, LLC

RECOMMENDED ACTION: Authorize the Mayor to execute a Professional Services Agreement with Springbrook Holding Company, LLC (Springbrook), for a cloud-based financial software subscription for a three-year term.

FISCAL IMPACT: Funding for this Agreement is included in the Proposed Budget for FY 2026-27 in Account No. 100-7054-6120-00 (Finance Division – Computer Software) and will be incorporated into future budget appropriations throughout the three-year term. Total compensation under the agreement shall not exceed $192,878.18 over the term of the agreement.

Year 1	$61,182.61
Year 2 - Annual increase not to exceed five percent (5%)	$64,241.74
Year 3 - Annual increase not to exceed five percent (5%)	$67,453.83
Total	$192,878.18

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Springbrook has served as a long-term provider of financial software to support the City's essential financial management functions including budgeting, accounting, financial reporting, payroll, accounts payable, accounts receivable, and other related business operations. Continued access to reliable financial software and associated professional services is necessary to maintain efficient operations, support

internal controls, ensure system functionality, and provide accurate and timely financial information.

The proposed Professional Services Agreement continues the City's long-standing relationship and will establish a new three-year term with Springbrook to provide ongoing cloud-based software services, including system maintenance, technical support, software updates, and related professional services necessary to support the City's financial operations. Maintaining these services will help ensure system reliability, operational continuity, and continued support for the City's financial management. A multi-year agreement will ensure consistent service and secure pricing.

Staff recommend authorizing the Mayor to enter into a three-year agreement with Springbrook for a total not-to-exceed amount of $192,878.18 for the software subscription.

ATTACHMENTS: Professional Services Agreement with Springbrook Holding Company, LLC

Order Form: Q-53345-1
Creation Date: 5/13/2026, 9:54 AM
Expires On: 7/31/2026

Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
City of Malibu, CA
23825 Stuart Ranch Rd
Malibu, California 90265

Bill To:
City of Malibu, CA
City of Malibu, CA
23825 Stuart Ranch Rd
Malibu, California 90265
ap@malibucity.org

Account Manager	E-mail	Phone Number	Payment Terms
Samantha Rocheleau	samantha.rocheleau@sprbrk.com		Net 30

PRODUCT	QTY	NET PRICE
Project Management Subscription	1	USD 5,460.57
Human Resources Management Subscription	1	USD 1,994.13
Purchase Orders Subscription	1	USD 5,155.05
Finance Suite Subscription	1	USD 31,097.10
Payroll Subscription	1	USD 13,655.60
Employee Self Services Subscription	1	USD 3,820.16
	Total:	USD 61,182.61

Grand Total: USD 61,182.61
* excludes applicable sales tax

Order Details

Customer Name:	City of Malibu, CA
Customer Contact:	
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.app.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support (“Recurring Services”) continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew for three (3) years or for the term specified in this Order Form, unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days prior to the expiration of the current Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) of the prior year’s Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered	Invoice Timing
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.

Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of $15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.
- ***On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.
- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Springbrook shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.
- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Springbrook. Customers are responsible for extracting data from any legacy systems and transferring the data into Springbrook's import templates.

Special Order Terms

Special Order Terms (if any):
The term of this Agreement shall commence on July 1, 2026. This Agreement replaces and supersedes any previously executed agreements for the products and services listed herein.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC	**City of Malibu, CA**
Signature:	Signature:
Name (Print):	Name (Print):
Title:	Title:
Date:	Date:

Approved as to form:

City Council Meeting
07-13-26
Item 1.B.8.

Council Agenda Report

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

Prepared by: Kristin Riesgo, Community Services Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 25, 2026 Meeting date: July 13, 2026

Subject: Zuma Foundation Assignment of Agreement to Zuma Beach Triathlon Productions LLC

RECOMMENDED ACTION: Authorize the City Manager to execute an Assignment, Assumption, and Consent Agreement with Zuma Beach Triathlon Productions LLC.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: On October 28, 2024, the City entered into an Agreement with Zuma Foundation Inc. to conduct one of two road races in Malibu. Zuma Foundation Inc. agreed to the terms and conditions of Road Race Policy # 47, in addition to an annual donation, attendance requirements, noticing, etc.

In early 2026, Michael Epstein, Zuma Foundation Executive Director, contacted staff to request an Assignment of Agreement to Zuma Beach Triathlon Productions LLC. The agency has registered the event as an LLC for an additional layer of liability protection for the Zuma Foundation Board of Directors. Additionally, the structure allows financial flexibility and helps create long term sustainability for the event and its charity partners.

The operations of the Zuma Beach Triathlon will continue to be coordinated by residents with a majority of its board members being associated with Malibu. Donations will continue to be provided to a Malibu 501(c)(3) youth-based community-oriented charitable organization. The Agreement term will not change which expires in 2028.

An LLC Agreement aligns with the City's second approved road race, Malibu Together LLC.

ATTACHMENTS: Assignment, Assumption, and Consent Agreement with Zuma Beach Triathlon Productions LLC

Docusign Envelope ID: 9DBCEC82-6328-8808-83B2-CCFD8EAF45C8

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT ("Assignment") is entered into as of July 13, 2026, by and among the City of Malibu, a municipal corporation ("City"), Zuma Foundation Inc., a California nonprofit corporation ("Assignor" or "Consultant"), and Zuma Beach Triathlon Productions LLC, a California limited liability company ("Assignee").

RECITALS

A. On October 28, 2024, the City entered into an Agreement with Consultant to produce and conduct a triathlon race event within Malibu city limits and abide by the conditions outlined in the City's Road Race Policy #47 (the "Agreement").

B. Consultant desires to assign and transfer Consultant's interest in the Agreement to Assignee.

C. City is willing to consent to the assignment of the Agreement from Consultant to Assignee, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties agree as follows:

1. Request. Pursuant to Section 6.8 of the Agreement, Consultant hereby requests permission to assign the Agreement between the City and Consultant to Assignee. Consultant has requested an assignment because it is changing the type of business entity it operates as from a nonprofit corporation to a limited liability company. Assignee warrants that it possess the skill and training to fully undertake the obligations of the Consultant under the Agreement and agree to all its terms.

2. Approval. This request is hereby approved by the City as of July 13, 2026, and shall be effective as of July 13, 2026. Assignee hereby accepts the assignment of the Agreement and assumes and agrees to perform, satisfy, and discharge all duties, obligations, liabilities, and responsibilities of Consultant arising under or relating to the Agreement from and after the effective date of this Assignment and Assumption Agreement..

3. Notice. Any notice required to be given under the Agreement to Assignee shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

   Michael Epstein
   Director
   Zuma Beach Triathlon Productions LLC
   30765 Pacific Coast Hwy #331
   Malibu, CA 90265

   The City's notice information shall remain the same as set forth in the Agreement.

4. Limited Amendment. Except as expressly modified by this Assignment, all terms, covenants, and conditions of the Agreement shall remain unchanged and in full force and effect.

Docusign Envelope ID: 9DBCEC82-6328-8808-83B2-CCFD8EAF45C8

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of California.

7. Surviving Obligations. Nothing in this Assignment and Assumption Agreement shall be deemed a release of Assignor from any obligations or liabilities accrued or arising under the Agreement prior to the effective date of this Assignment and Assumption Agreement.

[DOCUMENT EXECUTION OCCURS ON THE FOLLOWING PAGE]

Docusign Envelope ID: 9DBCEC82-6328-8808-83B2-CCFD8EAF45C8

CONSULTANT: Zuma Foundation Inc., a California nonprofit corporation:

DocuSigned by:
Michael Epstein
2BAE1BD1B2DF447...

By: MICHAEL EPSTEIN
Title: Executive Director
Contact: Michael@zumafoundation.org

ASSIGNEE: Zuma Beach Triathlon Productions LLC, a California limited liability company

DocuSigned by:
Michael Epstein
2BAE1BD1B2DF447...

By: MICHAEL EPSTEIN
Title: Director
Contact: Michael@zumafoundation.org

CITY OF MALIBU:

JOSEPH D. IRVIN, City Manager

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

City Council Meeting
07-13-26
Item 1.B.9.

Council Agenda Report

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

Prepared by: Brittany Saleaumua, Management Analyst

Reviewed by: Kristin Riesgo, Community Services Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 25, 2026 Meeting date: July 13, 2026

Subject: Amendment to Agreement with American Global Security, Inc.

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 3 with American Global Security, Inc. to extend the Agreement term for one year for security services and to secure and close City parks.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2026-27 in Account No. 100-4010-5100-00 (Park Maintenance Professional Services).

Agreement	Compensation
Initial Agreement	$48,000
Amendment No. 1	$63,000
Amendment No. 2	$75,000
Amendment No. 3	$65,000
Agreement Total	$251,000

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: On July 10, 2023, the City entered into a three-year Professional Services Agreement with American Global Security, Inc. (AGS) to secure and close park entrance gates and restrooms at the Malibu Equestrian Park, Las Flores Creek Park, and Trancas Canyon Park every day.

On June 24, 2024, the City amended the Agreement to include security personnel for special events and facility rentals. In late 2025, concerns about park security were raised.

On December 8, 2025, the City Council approved funding for two-armed guards to patrol Legacy Park and Malibu Bluffs Park. These daily armed-guard services were provided from December 9, 2025, through April 9, 2026.

Amendment No. 3 will extend the term of the Agreement for daily park closures and special event security. Staff receives daily reports from AGS which includes data on closure times, issues, and park attendance. AGS has provided excellent service while effectively communicating with staff to meet the City's expectations. With the current Agreement expiring on August 22, 2026, staff worked with AGS on a proposal to extend the Agreement for one additional year through August 22, 2027. The proposal would increase the annual cost 4.7%, which reflects increased labor and operating costs. Security services expenses for special events are not expected to increase. Staff also requested an update on costs for an unarmed guard, an armed guard, and a security vehicle, which were not outlined in the original agreement.

The Agreement allows for an extension, if both parties mutually agree, subject to City Council approval. If approved, this Amendment would represent the first extension of the Agreement.

ATTACHMENTS: Amendment No. 3 to Agreement with American Global Security, Inc.

Docusign Envelope ID: 444BED73-E6F6-8475-836A-E262ACE32586

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT is made and entered in the City of Malibu on July 13, 2026, by and between the CITY OF MALIBU, a municipal corporation, hereinafter referred to as City, and American Global Security, Inc., a California stock corporation, hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

RECITALS

A. On July 10, 2023, the City entered into an Agreement with Consultant to provide security services for daily park closures at the Malibu Equestrian Park, Las Flores Creek Park, and Trancas Canyon Park and provide additional security services for special events and facility rentals, as needed (the "Agreement").

B. On June 24, 2024, the City amended the agreement to set the cost of daily services at $3,150 per month and the cost of special event services at $24,900 annually, for a total not to exceed $63,000 annually.

C. On December 8, 2025, the City amended the agreement to provide daily armed guard services at Legacy Park and Malibu Bluffs Park from December 9, 2025 through April 9, 2026.

D. The City desires to amend the Agreement to extend the term by an additional year and increase compensation for daily park closures at the Malibu Equestrian Park, Las Flores Creek Park, and Trancas Canyon Park and continue to provide security services for special events and facility rentals. The Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to August 22, 2027.

2. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended as set forth in Exhibit A attached hereto to increase the total monthly compensation to $3,297 per month for daily security services at Malibu Equestrian Park, Las Flores Creek Park, and Trancas Canyon Park, and the total annual compensation for security services at special events to $24,900, for a total amount not to exceed $65,000.

3. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

4. Authority to Execute. Each person executing this Amendment represents and warrants that they are duly authorized to execute this Amendment on behalf of the Party for whom they are signing and to bind that Party to the terms herein.

5. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. All terms and conditions of the Agreement not amended by this Amendment No. 3 remain in full force and effect.

This Agreement is executed on _____, at Malibu, California, and effective as of July 13, 2026.

Docusign Envelope ID: 444BED73-E6F6-8475-836A-E262ACE32586

CITY OF MALIBU:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

AMERICAN GLOBAL SECURITY,
a California stock corporation:

Signed by:
Sulaiman AbdulWali
860438C83C9B4D1...

By: Sulaiman Wardak
Title: Regional Vice President

Docusign Envelope ID: 444BED73-E6F6-8475-836A-E262ACE32586

City of Malibu
Security Services
2026 Fee Schedule Form

City Facilities

Las Flores Creek Park	$1099.00 per month
Malibu Equestrian Park	$1099.00 per month
Trancas Canyon Park	$1099.00 per month
Total Monthly Cost	**$** 3297.00
Total Annual Cost	**$** 39,564

Other Security Services (as needed)

Event Security Personnel (unarmed)	$ 34.99 per hour
Event Security Personnel – Overtime Rate*	$ 51.99 per hour
Event Security Personnel – Holiday Rate**	$ 51.99 per hour
Armed Guard Personnel	$ 39.99 per hour
Armed Guard Personnel – Overtime Rate*	$ 59.99 per hour
Armed Guard Personnel – Holiday Rate**	$ 59.99 per hour
Emergency Services Personnel	$ 36.99 per hour
Company Vehicle	$ 6.99 per hour
Other Fees (specify): _____	$ _____ per _____
Other Fees (specify): _____	$ _____ per _____

Agency Name: AMERICAN GLOBAL SECURITY INC

Agency Phone/Email: 818-350-1000 / Simon@americanglobalsecurity.com

Agency President or CEO: Sulaiman A Wali

**Overtime Rate is applied after 8 hours.*

City Council Meeting
07-13-26
Item 1.B.10.

Council Agenda Report

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

Prepared by: Travis Hart, Deputy Public Works Director

Reviewed by: Tatiana Holden, Assistant Public Works Director/City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 24, 2026 Meeting date: July 13, 2026

Subject: Professional Services Agreement with Yeh and Associates, Inc.

RECOMMENDED ACTION: Authorize the Mayor to execute a Professional Services Agreement with Yeh and Associates, Inc., for maintenance and monitoring services for the Big Rock Mesa, Malibu Road, and Calle Del Barco Landslide Assessment Districts (ADs).

FISCAL IMPACT: Funding for these services in the amount of $470,700 was included in the Proposed Budget for Fiscal Year 2026-2027 in Account Nos. 290-6002-5100 (Big Rock Mesa Landslide Maintenance District $330,000), 291-6003-5100 (Malibu Road Landslide Maintenance District $71,700) and 292-6004-5100 (Calle Del Barco Landslide Maintenance District $69,000).

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Yeh and Associates has provided services for maintenance and monitoring services for the City's three Landslide Assessment Districts (ADs): Big Rock Mesa AD 98-1, Calle Del Barco AD 98-2, and Malibu Road AD 98-3 since 2020 They provide professional services for the operation, maintenance, monitoring, evaluation, and regulatory compliance of the City's landslide mitigation systems located in the above districts. Services have included groundwater monitoring, inclinometer readings, dewatering well maintenance, hydrauger maintenance, annual and quarterly reporting, water quality monitoring and compliance with Regional Water Quality Control Board requirements, emergency response support, and long-term capital improvement recommendations.

In anticipation of the expiration of the current agreement, the City issued a new Request for Qualifications/Proposals (RFQ/P) on April 13, 2026, for continued landslide maintenance and monitoring services for the Big Rock Mesa, Malibu Road, and Calle Del Barco Landslide Assessment Districts. The 2026 RFQ/P requested proposals from qualified firms to provide comprehensive services including monitoring of groundwater and slope movement instrumentation, maintenance of dewatering systems and hydraugers, preparation of annual and regulatory reports, emergency response services, database management, capital improvement planning, and public outreach.

The City received one proposal in response to the 2026 RFQ/P from Yeh and Associates, Inc. Staff reviewed the proposal and determined that Yeh and Associates, Inc. continues to possess the specialized geotechnical expertise, institutional knowledge, operational experience, and qualified personnel necessary to effectively manage and maintain the City's landslide mitigation infrastructure and monitoring systems. Yeh and Associates, Inc. has extensive familiarity with the unique geological conditions and operational requirements associated with the City's Landslide Assessment Districts and has demonstrated satisfactory performance throughout the duration of the existing agreement.

Accordingly, staff recommends approval of a new Professional Services Agreement with Yeh and Associates, Inc. for continued landslide maintenance and monitoring services for the Big Rock Mesa, Malibu Road, and Calle Del Barco Landslide Assessment Districts.

ATTACHMENTS: Professional Services Agreement with Yeh and Associates, Inc.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of July 13, 2026, by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Yeh and Associates Consultants, Inc., a Colorado corporation (hereinafter referred to as "Consultant"). City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

R E C I T A L S

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

B. The City desires to contract with Consultant for professional services relating to Landslide Maintenance and Monitoring for Big Rock Mesa, Calle Del Barco, and Malibu Road Assessment Districts.

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

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2.0 TERM OF AGREEMENT. This Agreement will become effective on June 23, 2026, and will remain in effect for a period of 4 years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work, attached as Exhibit A, and the compensation schedule, attached hereto as Exhibit B and made part of this Agreement. The cost of services shall not exceed the annual budget for the City's Big Rock Mesa Landslide Maintenance District, the Malibu Road Landslide Maintenance District, and the Calle Del Barco Landslide Maintenance District ("Special Assessment Districts") that is approved each spring for the next fiscal year budget cycle. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved by the City Manager in writing.

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

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

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

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last twelve (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.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the effective date of the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant 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.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, , and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, or are caused by the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault.

Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the Parties cannot mutually agree on Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

6.5.1. **Duty to defend.** In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will not be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Only to the extent allowed by California Civil Code 2782.8, the Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

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

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

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

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

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

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

against the drafting party shall not be applicable to this Agreement.

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

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

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

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

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

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

6.14 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

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

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

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

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	Loree A. Berry Senior Project Manager Yeh and Associates Consultants, Inc. 632 E. Thompson Boulevard Ventura, CA 93001 TEL (805) 481-9590 x 271 lberry@yeh-eng.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. 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

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6.21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials DS JB

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

This Agreement is executed on _____.

Yeh and Associates Consultants, Inc, a Colorado corporation:

DocuSigned by:
By: Jonathan Blanchard
A973816831114FB...
Name: Jonathan D. Blanchard
Title: Vice President

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

EXHIBIT A
SCOPE OF WORK

Scope and Budget Understanding:

The work is billed on a time and materials basis and against a not-to-exceed annul budget that is approved each spring for execution of the next fiscal year budget cycle. Consultant will follow the proposed scope of services tasks to meet their intent and with the understanding that the project requires some flexibility between tasks. Maintenance tasks cannot always be predicted and often need to take precedent over less critical repairs or monitoring. Larger repair items may need to be planned for a subsequent year to allocate funding. Monitoring and testing may need to be performed on an increased frequency in response to concerning data results or natural events, or field observations. Consultant understands they will be asked upon at any time to respond to field concerns, public questions, participate in public meetings, and provide status updates.

Scope of Services:

TASK 1 – MONITORING

The Consultant shall monitor, collect and record data including the following:

a) Record monthly groundwater level measurements from standpipes and vibrating wire piezometers.
b) Record twice monthly dewatering production readings and check operational status of dewatering wells.
c) Record monthly dewatering production readings from horizontal drains (hydraugers).
d) Record quarterly ground deformation readings from slope inclinometers that penetrate the 1984 basal slide plane or have known historic deformation. Record semi-annual ground deformation readings from slope inclinometers that do not penetrate the 1984 basal slide plane and that have no documented historic deformation. Record ground deformation readings on an accelerated schedule of when deformation is recorded during the quarterly or semi-annual reading until three consecutive monitoring events show no additional deformation. (max inclinometer depth ~400 ft).
e) Record monthly readings of water usage data from the master water meter (Big Rock Mesa only).
f) Record measurements from crack gauges.
g) Conduct monthly and quarterly water quality sampling and analysis of dewatering discharges in accordance with the current NPDES permit (Big Rock Mesa only).
h) Record visual observations and any unusual or significant change in conditions within the district that may affect maintenance, monitoring, or capital improvements.

TASK 2 – MAINTENANCE

The Consultant shall provide routine and ongoing maintenance for instrumentation and dewatering facilities to maintain continuous operation of dewatering facilities. Typical maintenance requirements include:

a) Repair and calibration of well flow meters;
b) Cleaning and repair of well plumbing and discharge lines;
c) Chemical treatment of dewatering wells and plumbing;
d) Electrical service maintenance of dewatering wells;
e) Corrosion repair of dewatering facilities;
f) Removal, inspection, and repair or replacement of well pumps; and

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

g) Repair and protection of facilities in locations of high hazard (e.g base of bluffs, along PCH).

TASK 3 - DATA REVIEW, EVALUATION, AND DATABASE MAINTENANCE
The Consultant shall:

a) Collect, compile and review field monitoring data. Evaluate data trends and provide periodic communication with City staff regarding data analyses. Maintain databases of monitoring and maintenance records. Notify and coordinate with public works and land development personnel when monitoring results, observations, or findings should be factored into building permit applications within the Districts. Provide Geographic Information System and mapping services.
b) Prepare plans, specifications, and cost estimates for recommended capital improvements including dewatering wells, hydraugers, piezometers, and inclinometer facilities. Provide project administration and construction management and provide recommendations for future assessment district Capital Improvements. Recommendations for capital improvements for annual, 3-year, 5-year, etc.

TASK 4 - REPORTING AND REGULATORY COMPLIANCE
The Consultant Shall:

a) Prepare annual report summarizing monitoring data and maintenance operations (sample annual reports from prior years are available on the City's website).
b) Prepare quarterly and annual reports for submittal to the Regional Water Quality Control Board in accordance with the current NPDES permit requirements.
c) Respond to requests from public agencies for data and provide regulatory consultation and support for compliance with Regional Water Quality Control Board requirements.

TASK 5 - PUBLIC OUTREACH (HOMEOWNER ASSOCIATION PRESENTATION):
The Consultant Shall:

a) Provide annual presentations at community and public meetings on the status of landslide maintenance areas and assessment districts.
b) Disseminate background information and data regarding landslide maintenance areas and assessment districts in response to public inquiries.

TASK 6 - EMERGENCY SERVICES:
The Consultant Shall:

a) Provide 24-hour, on-call emergency service support for landslide maintenance areas and assessment districts, including but not limited to consultation or after-hour emergency response and repairs not to exceed 3 hours and when deemed safe. This is subject to modification when agreed upon by both the City and Consultant.

TASK 7 - PROJECT ADMINISTRATION:
The Consultant Shall:

a) Provide project management for landslide maintenance area and assessment district activities.
b) Provide cost estimates for annual budget reports and coordinate landslide maintenance area and assessment district activities with other agencies and City consultants.

TASK 8 - EXISTING FACILITIES INVENTORY AND EVALUATION:
The Consultant Shall:

a) Evaluate existing facilities and dewatering equipment in the Big Rock Mesa, Calle del Barco, and Malibu Road Landslide Assessment Districts and provide recommendations.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

Table 1 provides a summary of the equipment monitored and maintained at each of the landslide sites, how many of each, and how often they are monitored.

Table 1: Summary of Monitoring and Dewatering Facilities

Type of Monitoring Instrument or Dewatering Device	Number of Active Locations			Brief Description	Monitoring Frequency	Maintenance Effort[2]
	BRM	CDB	MR			
Standpipe Monitoring wells	29[1]	9	9	1.5-inch to 3.25-inch diameter perforated PVC, aluminum, or casing, used to measure depth to groundwater using electric sounder or by a transducer/datalogger	Monthly direct read; hourly data from pressure transducer	low
Vibrating Wire Piezometers	4	0	0	Sensors attached to cable and embedded in boreholes with inclinometer casing at various depths to measure pore water pressure within multiple perched or groundwater zones. Installed with datalogger and programmed to read as needed, data is then manually downloaded	Programmed to record daily, can be downloaded daily to monthly	low
Inclinometer Survey Casings	23[1]	12	5	1.5-inch to 3.25-inch diameter grooved casings made of PVC, or aluminum used to survey for shear displacement by a traversing inclinometer probe	quarterly to annually	low
Time Domain Reflectometry (TDR) Cables	1	0	0	Coaxial cable embedded in borehole with inclinometer casing and spanning across previous shear zone. Used to monitor for deformation. Installed with datalogger and programmed to read as needed, data is then manually downloaded	Programmed to record daily, can be downloaded daily to monthly	low
Shape Array (SAA)	0	1	1	A chain of in-place, 2-foot long sensorized segments installed in existing inclinometer casing and each segment measures tilt in two directions. Sensor string is programmed and records to a datalogger	Programmed to record daily, can be downloaded daily to monthly	low
Dewatering Wells	24	11	14	6-inch diameter steel or PVC casings equipped with 0.5 to 3HP submersible pump and connected to electrical controls, pumped water flows through meter and into conveyance piping to discharge	monthly	high
Horizontal Drains (hydraugers)	36	11	19	1-inch to 1.5-inch perforated PVC casings drilled slightly higher than horizontal into the face of the bluff and into the slope for hundreds to thousands of feet and used to drain groundwater that intercepts the casing. Flow can be measured along PCH before it flows to discharge	monthly	high
Big Rock Master Water Meter #0138193	1	0	0	Meters imported water to Big Rock Mesa, data obtained from Los Angeles County Public Works	monthly	N/A
Big Rock Mesa Rain Gauge #1239	1	1	1	Documented Rainfall, Data obtained from Los Angeles County Public Works	monthly	N/A

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

Type of Monitoring Instrument or Dewatering Device	Number of Active Locations			Brief Description	Monitoring Frequency	Maintenance Effort[2]
	BRM	CDB	MR			
PK Nail Crack Gauges	5	0	0	PK survey nails set in the pavement to straddle existing cracks within areas of previously documented landslide related distress cracking	Quarterly to annually	low
Discharge Point	10, now 3	0	0	Water quality sampling and testing in accordance with active LARWQB NPDES Compliance File CI-6893	Monthly/weekly	Low to medium

Notes:
[1] - standpipe and inclinometer casings are same device. Some casings are no longer usable* to survey with a modern inclinometer probe but are used to collect groundwater level measurements.
[2] - maintenance effort (generalized): "high" – services monthly, "medium" – services quarterly, "low" – services annually
*No longer usable refers to inclinometer casings that are sheared, twisted, compressed, or otherwise deformed or damaged to an extent that an inclinometer probe cannot traverse the casing or survey data is un-reliable with current standard inclinometer survey equipment.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

EXHIBIT B
COMPENSATION SCHEDULE

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

PROJECT FEE SCHEDULE JULY 1 TO JUNE 30 FOR FY26/27 TO FY29/30
226-176 CITY OF MALIBU LANDSLIDE MONITORING AND MAINTENANCE

Rate per hour for Professional Services:

Classification	FY26/27	FY27/28	FY28/29	FY29/30
Principal	$ 250	250	259	269
Senior Project Manager, Engineer or Geologist	$ 235	235	244	253
Senior Specialist	$ 220	220	228	236
Project Engineer or Geologist	$ 150	150	156	162
Staff Engineer or Geologist	$ 135	135	140	145
Senior Field Engineer or Geologist	$ 140	140	145	151
Field Engineer or Geologist	$ 125	125	130	135
Engineer or Geologist Intern	$ 100	100	104	108
Construction Manager	$ 205	205	213	221
Construction Observer	$ 165	165	171	177
Laboratory Supervisor	$ 155	155	161	167
CAD Designer	$ 170	170	176	183
Project Controller	$ 170	170	176	183
Administrative Assistant	$ 105	105	109	113

Hourly rates are escalated at 0% in year two and at 3.5% for remaining years.*

Overtime rates for Construction Observation and Office Staff are 1.5 x rates shown.

Laboratory tests are quoted on separate schedule or cost-plus 10 percent for outside laboratory testing when applicable.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $400 per hour.

Rates do not include prevailing wages for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

Subcontracted service and/or rented equipment	Cost Plus 10%
Daily vehicle with Field Equipment	$100/day
Automobile Mileage	Current IRS Rate
Slope Inclinometer and readout	$ 250/day

Subcontracted Well Maintenance Services:

Service Labor (2-person crew incl. travel)	$215-250/hour
Pump Rig/Crane	$350/hour
Downhole Video Survey	$1,000
Parts and Materials	Cost plus 10%

Subcontracted Water Quality Testing Services:

NPDES Screening Suite for Permitting	$2,000/each sample
Estimated Monthly NPDES Testing Suite	$1,400/each sample

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2026 – December 31, 2026
Senior Principal	$342
Principal	$329
Director	$329
Senior Supervisor II	$313
Supervisor I	$292
Senior Professional II	$273
Senior Professional I	$255
Professional IV	$226
Professional III	$210
Professional II	$186
Professional I	$166
Associate III	$140
Associate II	$125
Associate I	$117
Field Technician	$100
Technical Editor	$157
Project Accountant	$134
Billing Specialist	$115
Publishing Specialist	$128
Clerical	$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability, cultural resources, GIS, data technology, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Equipment	Rate
Equipment Package (covers field equipment)	$150/day
UAS Drone	$300/day
Boat (20-foot Boston Whaler or Similar)	$800/day
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, printing and production, laboratory and drilling services, subcontractors, vendors, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Budget Reallocation. Rincon reserves the right to reallocate the budget between tasks and staff classifications, while remaining within the approved contract amount.

Annual Escalation. Standard rates subject to 3.5% annual escalation on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective January 1, 2026

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience



Eurofins Environment Testing Southwest, LLC is an industry leader in environmental laboratory testing. We offer a comprehensive portfolio of analytical methods and our analytical expertise encompasses all environmental matrices including, air, groundwater, sea water, sediment, soil, wastewater and tissue.

2026 Rates for Yeh and Associates/City of Malibu

This rates guide is built for your organization only. It is not intended to be distributed to any outside parties and will not be applicable unless discussed with a Southwest sales representative. Please note that these prices are valid for the remaining of 2026. An annual price escalation of 3% will apply in subsequent years.

Eurofins ET Southwest Laboratory
2841 Dow Avenue, Suite 100
Tustin, CA 92780
714-895-5494

Concord Service Center
5063 Commercial Circle, Suite H
Concord, CA 94520-8577
925-689-9022

Ventura Service Center
4882 McGrath St, Suite 280
Ventura, CA 93003
714-895-5494

Honolulu Service Center
111 Sand Island Access Rd
Unit 10
Honolulu, HI 96819
808-892-2679

Salt Lake City Service Center
2117 South and 3600 West
Suite B
West Valley City, UT 84119
385-460-1622

EurofinsUS.com/Env

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

ORGANICS (Soil & Aqueous)		
VOC ANALYSIS	**METHOD**	**UNIT RATE**
Volatile Organic Compounds (VOCs)	EPA 8260B/C/D	$90
VOCs plus Fuel Oxygenates	EPA 8260B/C/D	$100
VOCs - Appendix II or IX Target List	EPA 8260B/C/D	$140
VOCs - Low Level 20 mL Purge (water)	EPA 8260B/C/D	$105
VOCs - add Tentatively Identified Compounds (Top 10 TICs)	EPA 8260B/C/D	$45
VOCs - Priority Pollutant List **(3 day HT if unpreserved)**	EPA 624.1	$105
VOCs - Low Level (water)	EPA 624.1 LL	$120
BTEX and/or MTBE	EPA 8260B/C/D or 624.1	$70
BTEX and/or MTBE	EPA 8021B or 602	$55
Fuel Oxygenates (MTBE, TBA, DIPE, ETBE, TAME, Ethanol)	EPA 8260B/C/D	$75
BTEX and Fuel Oxygenates	EPA 8260B/C/D	$80
Naphthalene	EPA 8260B/C/D	$70
Total Purgeable Petroleum Hydrocarbons (TPPH) add-on to 8260 only	EPA 8260B/C/D	$35
Volatile Organic Compounds	EPA 524.2	$120
VOCs - Low Level	EPA 524.2 LL	$135
1,2,3-Trichloropropane - Low Level	SRL 524M-TCP or 8260B/C/D SIM	$100
Fumigants (EDB, DBCP) by GC/ECD	EPA 504.1	$65
1,4-Dioxane - Low Level	8260B/C/D SIM	$110
SVOC / EXTRACTABLE ORGANICS ANALYSIS	**METHOD**	**UNIT RATE**
Semivolatile Organic Compounds (SVOCs) Routine List	EPA 8270C/D/E or 625.1	$175
SVOCs - Low Level	EPA 8270C/D/E LL	$200
SVOCs - Low Level SIM Routine list	EPA 8270C/D/E or 625.1 SIM	$225
SVOCs - Low Level Extended SIM List	EPA 8270C/D/E or 625.1 SIM	$270
SVOCs - Appendix II or IX Target List (# sample minimum applies)	EPA 8270C/D/E	By quote
SVOCs - add Tentatively Identified Compounds (Top 20 TICs)	EPA 8270C/D/E	$60
PAHs - by Selective Ion Monitoring (SIM)	EPA 8270C/D/E SIM	$145
PAHs - Low Level by Selective Ion Monitoring (SIM)	EPA 8270C/D/E SIM LL	$160
1,4-Dioxane (Isotope Dilution)	EPA 8270C/D/E (M) SIM	$100
1,4-Dioxane (Isotope Dilution) - Low Level	EPA 8270C/D/E (M) SIM LL	$115
Polychlorinated Biphenyls (PCBs - Aroclors)	EPA 8082/A or 608.3	$70
Polychlorinated Biphenyls (PCBs - Aroclors) extended list	EPA 8082/A or 608.3	$75
PCBs - Low-level	EPA 8082/A or 608.3	$85
Polychlorinated Terphenyls (PCTs - Aroclors: 5432, 5442, 5460)	EPA 8082/A or 608.3	$115
Organochlorine Pesticides	EPA 8081A/B or 608.3	$100
Organochlorine Pesticides - Extended Target List	EPA 8081A/B or 608.3	$140
Organochlorine Pesticides - Low Level	EPA 8081A/B or 608.3	$135
Organochlorine Pesticides - Low Level Extended Target List	EPA 8081A/B or 608.3	$155
Organophosphorus Pesticides	EPA 8141A/B	$160
Organophosphorus Pesticides - Extended Target List	EPA 8141A/B	$175
Organophosphorus Pesticides - Low Level	EPA 8141A/B	$170
Organophosphorus Pesticides - Low Level Extended Target List	EPA 8141A/B	$180
Herbicides, Chlorinated	EPA 8151A	$210
Herbicides, Chlorinated QQQ	EPA 8321B	$175

Field sampling devices, such as Terra Cores, are not included in the unit rates.

Parameters shown in Bold have short Hold Times.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

ORGANICS (Soil & Aqueous)		
TOTAL PETROLEUM HYDROCARBONS (TPH) ANALYSIS	**METHOD**	**UNIT RATE**
Gas/Gasoline Range Organics (GRO)	EPA 8015B/C/D	$40
Gas Range with Carbon Range Breakdown (C4-C12)	EPA 8015B/C/D	$45
GRO - Low Level (water)	EPA 8015B/C/D	$50
Northwest Volatile Petroleum Products	NWTPH-Gx	$50
Diesel/Diesel Range Organic (DRO)	EPA 8015B/C/D	$50
DRO/MRO (Diesel standard only)	EPA 8015B/C/D	$60
DRO - Low Level (soil)	EPA 8015B/C/D	$65
Motor Range Organics (MRO)	EPA 8015B/C/D	$55
Crude Oil Range Organics (C7-C44)	EPA 8015B/C/D	$60
Jet A Range Organics (C6-C20)	EPA 8015B/C/D	$60
DRO/MRO (Diesel & Motor Oil standard)	EPA 8015B/C/D	$85
Extractable (Custom Range, diesel standard only)	EPA 8015B/C/D	$65
Extractable with Carbon Chain Breakdown (C6 up to C44, diesel Std.)	EPA 8015B/C/D	$65
Therminol (1,1-Oxybis-Benzene, 1,1-biphenyl)	EPA 8015B/C/D	$170
Northwest Semivolatile Petroleum Products	NWTPH-Dx	$60
Non-Halogenated Organics (2-Butanol, Ethanol, Isobutanol, Isopropanol, Methanol, n-Butanol)	EPA 8015B/C/D	$135
Non-Halogenated Organics (Ethanol and/or Methanol)	EPA 8015B/C/D	$95
SPECIALTY ORGANICS ANALYSIS	**METHOD**	**UNIT RATE**
Formaldehyde **(3 day holding time for waters)*** **	EPA 8315A	$240
Acetaldehydes **(3 day holding time for waters)*** **	EPA 8315A	$265
***Soil Extraction prep required for Acetaldehyde analysis	EPA 8315A (Leach)	$35
N-Nitrosodimethylamine (NDMA) only	EPA 1625B/C (M)	$170
N-Nitrosodimethylamine (NDMA) only - Low Level	EPA 1625B/C SIM LL (M)	$220
N-Nitrosoamines (4 compounds) - Low Level	EPA 1625B/C SIM LL (M)	$275
N-Nitrosoamines (8 compounds) - Low Level	EPA 1625B/C SIM LL (M)	$300
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	$290
Organotins - Tributyltin only	Krone et al. (GC/MS)	$170
Organic Acids/Volatile Fatty Acids (Acetic, Butyric, Lactic, Propionic, Pyruvic)	HPLC/UV	$105
Explosives - Nitroaromatics and Nitramines	EPA 8330/A	$190
PCB Congeners - Standard List	EPA 8270C/D/E SIM	$360
PCB Congeners - Extended Target List	EPA 8270C/D/E SIM	$415
Dissolved Gases - Methane in water	RSK 175(M)	$70
Dissolved Gases - Methane, Ethane & Ethene in water	RSK 175(M)	$90
Dissolved Gases - Low Level	RSK 175(M) LL	$100
Dissolved Gases - Carbon Dioxide in water	RSK 175(M)	$70
Tetraethyl Lead	EPA 8270C/D/E	$95
EXTRACTABLE LEACHATE PROCEDURES	**METHOD**	**UNIT RATE**
TCLP (Volatile) ZHE Extraction	EPA 1311	$60
TCLP (Semi/Non-Volatile) Bottle Extraction	EPA 1311	$50
STLC (WET) (Semi/Non-Volatile) Bottle Extraction	CAC Title 22	$50
Soxhlet Extraction	EPA 3540C/3541	$90
FIELD SAMPLING SUPPLIES FOR 5035 PREP	**UNIT**	**UNIT RATE**
5035 Sampling Kits (methanol & sodium bisulfate) incl. T-handle	3 Vials	$15
5035 Sampling Kits (methanol & sodium bisulfate) incl. T-handle	5 Vials	$25
T-handle (disposable)	each	$5

Field sampling devices, such as Terra Cores, are not included in the unit rates.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

CLEANUPS		
ANALYSIS	**METHOD**	**UNIT RATE**
Alumina Cleanup for Tissue	EPA 3610B	$40
Silica Gel Cleanup (2 gram column)	EPA 3630C (M)	$25
Silica Gel Cleanup (10 gram column with reverse surrogate)	EPA 3630C (M)	$55
Silica Gel Cleanup (0.5 gram extract shake-out)	EPA 3630C (M)	$15
Sulfur Cleanup	EPA 3660B	$40
METALS (Soil & Aqueous)		
SAMPLE PREPARATION	**METHOD**	**UNIT RATE**
Total Digestion	EPA 3005A/3010A/3020A or 3050B/3051A	$15
Sample Filtration for Dissolved Metals (Within 24 hrs)	EPA 3005A	$15
Reductive Precipitation Procedure	SOP M225	$110
STLC (WET) (Semi/Non-Volatile) Bottle Extraction	CAC Title 22	$50
TCLP (Semi/Non-Volatile) Bottle Extraction	EPA 1311	$50
ICP ANALYSIS (INCLUDES DIGESTION)	**METHOD**	**UNIT RATE**
1 Metal	EPA 6010B/D or 200.7	$22
2-3 Metals	EPA 6010B/D or 200.7	$32
4-7 Metals	EPA 6010B/D or 200.7	$53
8-12 Metals	EPA 6010B/D or 200.7	$64
13-18 Metals	EPA 6010B/D or 200.7	$90
19+ Metals	EPA 6010B/D or 200.7	$95
ICP/MS ANALYSIS (INCLUDES DIGESTION)	**METHOD**	**UNIT RATE**
1 Metal	EPA 6020/B or 200.8	$29
2-3 Metals	EPA 6020/B or 200.8	$42
4-7 Metals	EPA 6020/B or 200.8	$58
8-12 Metals	EPA 6020/B or 200.8	$79
13-18 Metals	EPA 6020/B or 200.8	$100
19+ Metals	EPA 6020/B or 200.8	$115
MERCURY ANALYSIS	**METHOD**	**UNIT RATE**
Mercury by Cold Vapor AA / ICP/MS (includes digestion)	EPA 7470A/7471B/6020B/245.1	$30
Mercury by ICP/MS (add-on to 6020B metals)	EPA 6020B	$20
LOW-LEVEL ICP/MS ANALYSIS (INCLUDES DIGESTION)	**METHOD**	**UNIT RATE**
1 Metal	EPA 6020/B LL or 200.8 LL	$40
2-3 Metals	EPA 6020/B LL or 200.8 LL	$60
4-7 Metals	EPA 6020/B LL or 200.8 LL	$75
8-12 Metals	EPA 6020/B LL or 200.8 LL	$95
13-18 Metals	EPA 6020/B LL or 200.8 LL	$105
19+ Metals	EPA 6020/B LL or 200.8 LL	$130

Parameters shown in Bold have short Hold Times.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

WET CHEMISTRY (Soil & Aqueous)		
ANALYSIS	**METHOD**	**UNIT RATE**
Acidity *	SM 2310 B	$24
Anions by IC (F, Cl, Br, SO4, **NO2, NO3, o-PO4**)		
.....Any single anion	EPA 300.0 or 9056/A	$25
.....Any two anions	EPA 300.0 or 9056/A	$45
.....Any three anions	EPA 300.0 or 9056/A	$65
.....Any four anions	EPA 300.0 or 9056/A	$80
Alkalinity, Total *	SM 2320 B	$24
Alkalinity, Speciated (bicarbonate, carbonate, hydroxide) *	SM 2320 B	$30
Benzotriazole & Tolyltriazole (24 hour Hold Time) *	HACH 8079	$150
Biochemical Oxygen Demand (BOD), 5 day (48 hour Hold Time) *	SM 5210 B	$55
Carbon Dioxide – Headspace analysis *	RSK 175(M)	$70
Carbon Dioxide *	SM 4500-CO2 D	$48
Chemical Oxygen Demand (COD, spectrophotometric) *	EPA 410.4	$32
Chloride *	SM 4500-Cl C	$32
Chlorine, Total Residual (15 minute Hold Time) *	SM 4500-Cl F	$29
Chromium III (24 hour Hold Time, calculated from Total & Hexavalent)	Various	by quote
Chromium VI (24 hour Hold Time) *	EPA 218.6	$90
Chromium VI (Field Preserved) **	EPA 218.6	$90
Ammonium Hydroxide/Ammonium Sulfate pH Buffer Solution for 218.6		$15
Chromium VI Low-Level (24 hour Hold Time) *	EPA 218.6 LL	$110
Chromium VI (24 hour Hold Time for water)	EPA 7196A	$65
Chromium VI (soil/solid samples with Alkaline Digestion)	EPA 7196A/3060A	$110
Chromium VI (24 hour Hold Time for water)	EPA 7199	$90
Chromium VI (soil/solid samples with Alkaline Digestion)	EPA 7199/3060A	$135
Color (48 hour Hold Time) *	SM 2120 B	$24
Cyanide, Total *	Kelada-01	$45
Cyanide, Total *	SM 4500-CN E	$53
Cyanide, Total (Soil/Solid)	EPA 9014	$47
Cyanide, Reactive	EPA 9010C/9014	$120
Cyanide, Amenable (includes total & Non-Amenable for calc.) *	SM 4500-CN G/E	$110
Disinfection By-Products - single compound (Bromide, Bromate, Chlorate, or Chlorite) *	EPA 300.1	$47
Disinfection By-Products - 2-4 compounds *	EPA 300.1	$74
Dissolved Organic Carbon (Lab filtered, required within 48 hours) *	SM 5310 D	$53
Dissolved Organic Carbon (Field filtered) *	SM 5310 D	$47
Hardness, Total (by titration, non-routine) *	SM 2340 C	$47
Hardness, Total (calculated from Ca & Mg) *	SM 2340 B	$42
Ignitability (Solids or Liquids)	EPA 1010A	$70
Iron, Ferrous (15 minute Hold Time) *	SM 3500-Fe B	$53
Iron, Ferric (15 minute Hold Time, calculated from Total & Ferrous Iron) *	SM 3500-Fe B	$90
Mercaptans*	LACSD 258	$125
Percent Moisture Content	SM 2540 G or ASTM D2216	$20

* Testing can only be performed on water matrix.

** Samples must be filtered and preserved in the field to a pH of 9.3-9.7. Testing can only be performed on water matrix.

Parameters shown in Bold have short Hold Times.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

WET CHEMISTRY (Soil & Aqueous)		
ANALYSIS	**METHOD**	**UNIT RATE**
Nitrogen		
Ammonia (Segmented Flow Analyzer (SFA) *	EPA 350.1	$53
Ammonia (Titration with distillation)	SM 4500-NH3 B/C	$58
Ammonia, Unionized (must include Total Ammonia, Field pH & temp)	SM 8010 F & SM 4500-NH3 B/C	$63
Ammonia (Ion Selective Electrode (ISE) no distillation)*	SM 4500-NH3 D	$42
Ammonia (Ion Selective Electrode (ISE) with distillation) Solids	SM 4500-NH3 B/D	$53
Nitrate & Nitrite (preserved)	SM 4500-NO3 E	$63
Total Kjeldahl (SFA)	EPA 351.2(M)	$63
Total Organic (TKN & NH3)	EPA 351.2 & SM 4500-NH3 B/C	$126
Total Nitrogen (TKN & NO2/NO3)	EPA 351.2 & SM 4500-NO3 E	$131
Total Inorganic (NH3 & NO2/NO3)	SM 4500-NO3 E & 4500-NH3 B/C	$126
Oil and Grease; Hexane Extractable Material (HEM)*	EPA 1664A/B	$53
Oil and Grease; HEM + Silica Gel Treated (SGT)*	EPA 1664A/B	$68
Oil and Grease (Soil); Hexane Extractable Material (HEM)	EPA 9071B	$90
Oil and Grease (Soil); HEM + Silica Gel Treated (SGT)	EPA 9071B	$105
Oxidation Reduction Potential - Redox (24 hour Hold Time) *	ASTM D1498	$42
Oxygen, Dissolved (15 minute Hold Time) *	SM 4500-O G	$32
Paint Filter Liquids Test	EPA 9095B	$32
pCBSA *	EPA 314.0 (M)	$130
Perchlorate, Soil	EPA 314.0 (M)	$95
Perchlorate, Water	EPA 314.0	$68
Perchlorate, Low-level Water	EPA 314.0 LL	$100
Perchlorate, Water * (sampling kit not included)	EPA 331.0(M)	$190
Perchlorate, Soil or Water (sampling kit not included)	EPA 6850	$215
pH (Hold Time: Midnight, day of receipt) *	EPA 9040B/C	$18
pH (Hold Time: 15 minutes) *	SM 4500-H+ B	$18
pH (Solids, Hold Time: Midnight, day of receipt)	EPA 9045C/D	$20
Phenolics, Total *	EPA 420.1	$58
Phosphate, Ortho (48 hour Hold Time) *	SM 4500-P B/E	$53
Phosphate, Ortho (SFA) (water, 48 hour Hold Time) *	EPA 365.1 (M)	$53
Phosphonates (24 hour Hold Time)*	HACH 8007	$150
Phosphorus, Total	SM 4500-P B/E	$47
Phosphorus, Total (SFA) *	EPA 365.1 (M)	$47
Potassium Permanganate (24 hour Hold Time) *	SM 4500-$KMnO_4$ B	$105
Salinity *	SM 2520 B	$50
Sediment Concentration in Water *	ASTM D3977-97	$105
Solids (Residues)		
Total Dissolved	SM 2540 C	$24
Total Suspended *	SM 2540 D	$24
Total *	SM 2540 B	$24
Total Volatile *	SM 2540 E	$53
Total Volatile Suspended *	SM 2540 E	$53
Settleable (48 hour Hold Time) *	SM 2540 F	$24
Volatile Dissolved *	SM 2540 E	$53

* Testing can only be performed on water matrix.

Parameters shown in Bold have short Hold Times.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

WET CHEMISTRY (Soil & Aqueous)

ANALYSIS	METHOD	UNIT RATE
Specific Conductance	SM 2510 B	$24
Specific Gravity, Density *	SM 2710 F	$63
Sulfide, Total	SM 4500-S2 D or EPA 376.2	$37
Sulfide, Dissolved (15 minute Hold Time) *	SM 4500-S2 B/D	$42
Sulfide, Reactive	EPA 9034	$120
Sulfide, Unionized (must incl. Diss. Sulfide, Conductance, Field pH, temp)	SM 4500-S2 H & 4500-S2 D	$95
Surfactants (MBAS) (water, 48 hour Hold Time) *	SM 5540 C	$53
Thiosulfates (48 hour Hold Time) *	LACSD 253A	$125
Total Inorganic Carbon in Water/Liquids *	SM 5310 ~~B~~ D (M)	$53
Total Organic Carbon in Water/Liquids *	SM 5310 C/D	$48
Total Organic Carbon in Soil/Solids (duplicate run)	EPA 9060A	$60
Turbidity (48 hour Hold Time) *	SM 2130 B or EPA 180.1	$24

* Testing can only be performed on water matrix.

Parameters shown in Bold have short Hold Times.

INCREMENTAL SAMPLING

Semi-volatile/non-volatile (Dry analysis)	ISM, Hawaii HEER TGM	$150
Semi-volatile/non-volatile (Processed as received)	ISM, Hawaii HEER TGM	$150
Volatile Organics (8260B) or TPH Gas	ISM, Hawaii HEER TGM	By quote
Organochlorine Pesticide prep, 10 gram sample	EPA 8321B	$65
Metals Digestion, 10 gram sample (HEER Guidelines)	EPA 3050B, Hawaii HEER TGM	$65
Mercury Digestion, 5 gram sample (HEER Guidelines)	EPA 7471A/B, Hawaii HEER TGM	$65
Methanol kit for 8260 or GRO	EPA 5035A	By quote

The standard turn-around time for analysis from ISM is 10-15 working days but may vary depending upon the methods required and length of time required for sample to dry.

OTHER FEES

Safe Environmentally Responsible Waste Management (SERWM) fee, per sample	$5
Disposal of Foreign Soils - per soil container	$5
DI Water Leach for Wet Chem analysis of Soil Samples	$15
Sample Filtration	$15
Sample Compositing (water/soil), per discrete sample*	$10
Sample Homogenization (per sample)	$15
Percent Moisture for Dry Weight Correction only (no certification)	$18
Concrete Crushing (per sample; must be <1.5" diameter pieces)	$60
Basic Soil Sieving	$75
Soil Sieving - #100 Sieve	$150
Wipe Sample Kit (per method)	$10
Nanopure DI Water (1 Liter, limit 5)	$15
Perchlorate Sampling Kit for 6850 or 331.0	$15

* Fee may be increased for difficult samples, e.g. marine sediments or soils tightly compacted into sampling sleeves.

Rate for flow weighted compositing is project specific and pre-approval is required.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

AIR/VAPOR		
ANALYSIS	**METHOD**	**UNIT RATE**
Volatile Organics by GC/MS Full Scan (Summa Canister)		
Full TO-15 List (Standard Target List)	EPA TO-15	$150
Full TO-15 List + Fuel Oxygenates	EPA TO-15	$170
Full TO-15 List + Oxygenates + Naphthalene	EPA TO-15	$175
BTEX and/or MTBE Only	EPA TO-15	$80
BTEX and Fuel Oxygenates	EPA TO-15	$105
BTEX, Fuel Oxygenates + Naphthalene	EPA TO-15	$135
Naphthalene	EPA TO-15	$105
TO-15 Extended Target List	EPA TO-15	$220
Add Tentatively Identified Compounds (Top 10 Peaks)	EPA TO-15	$55
Full TO-14A Target List	TO-14A	$170
BTEX or MTBE Only	TO-14A	$85
Add Tentatively Identified Compounds	TO-14A	$60
Volatile Organics by GC/MS Full Scan (Tedlar Bag, 3 day hold time)		
Full TO-15 List (Standard Target List)	EPA TO-15(M)	$165
Full TO-15 List + Fuel Oxygenates	EPA TO-15(M)	$185
Full TO-15 List + Oxygenates + Naphthalene	EPA TO-15(M)	$190
BTEX and/or MTBE Only	EPA TO-15(M)	$90
BTEX and Fuel Oxygenates	EPA TO-15(M)	$115
BTEX, Fuel Oxygenates + Naphthalene	EPA TO-15(M)	$150
Naphthalene	EPA TO-15(M)	$115
TO-15 Extended Target List	EPA TO-15(M)	$235
Add Tentatively Identified Compounds (Top 10 Peaks)	EPA TO-15(M)	$60
Full TO-14A Target List	TO-14A(M)	$185
BTEX or MTBE Only	TO-14A(M)	$100
Add Tentatively Identified Compounds	TO-14A(M)	$70
Analysis by GC (Summa Canister)		
TPH as Gasoline	EPA TO-3(M)	$55
Gasoline Range Organics C_6-C_{12}	EPA TO-3(M)	$60
VOCs >/= C_3 as Hexane (SCAQMD permit compliance)	EPA TO-3(M)	$55
C_1 – C_6 Hydrocarbon Speciation by GC/FID	EPA TO-3(M)	$75
Fixed Gases (CO, CH_4 N_2, O_2, CO_2)	ASTM D1946	$80
Fixed Gases (single compound)	ASTM D1946	$55
Methane	ASTM D1946	$60
Helium and/or Hydrogen	ASTM D1946 (M)	$60
TGNMO and CH_4	SCAQMD 25.1(M)	$105
TGNMO, CH_4 and fixed gases	SCAQMD 25.1(M)	$125
Non-condensables analysis for fixed gases	SCAQMD 25.1(M)	$100
Analysis by GC (Tedlar Bag, 3 day hold time)		
TPH as Gasoline	EPA TO-3(M)	$65
Gasoline Range Organics C_6-C_{12}	EPA TO-3(M)	$70
VOCs >/= C_3 as Hexane	EPA TO-3(M)	$65
C_1 – C_6 Hydrocarbon Speciation by GC/FID	EPA TO-3(M)	$85
Fixed Gases (CO, CH_4 N_2, O_2)	ASTM D1946	$95
Fixed Gases (single compound)	ASTM D1946	$60
Methane	ASTM D1946	$65
Helium and/or Hydrogen	ASTM D1946 (M)	$65

* Requires individually certified Summa™ canisters and flow controllers.

Field sampling equipment fees are not included in the unit rates.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

AIR/VAPOR		
ANALYSIS	**METHOD**	**UNIT RATE**
Analysis by GC (Tedlar Bag, 3 day hold time)		
Hydrogen Sulfide (24 hour HT) 4 sample minimum	EPA 16 GC/FPD	$110
TGNMO and CH_4	SCAQMD 25.1(M)	$120
TGNMO, CH_4 and fixed gases	SCAQMD 25.1(M)	$140
Non-condensables analysis for fixed gases	SCAQMD 25.1(M)	$115
Analysis from High Volume PUF Cartridges		
Polynuclear Aromatic Hydrocarbons	EPA TO-13A SIM	$165
Particulates & Lead		
SCAQMD Rule 1420 Lead Analysis, high-vol. sampling	40 CFR, Part 50, App. G	$55
PM 10 Particulate, high-vol. sampling	40 CFR, Part 50, App. J	$45
TSP Particulate, high-vol. sampling	40 CFR, Part 50, App. J	$45

Field sampling equipment fees are not included in the unit rates.

AIR/VAPOR SAMPLING EQUIPMENT & FEES	
Air Sampling Rental Fees (maximum 2 week rental period)**	
One Liter canister (batch certified)	$35
Six Liter canister (batch certified)	$40
One liter canister (individually certified)	$65
Six liter canister (individually certified)	$70
Flow controller (8-24 hr sampling, certified)	$30
Soil Gas Flow Controller (certified)	$20
Soil Gas Manifold (certified)	$25
Duplicate Sampling "T" (batch certified)	$20
Duplicate Sampling "T" (individually certified)	$25
Sampling Snorkel (batch certified)	$28
Air Sampling Supplies (purchase)	
Teflon Tubing (per foot)	$12
Quartz filters (each)	$45
PUF Cartridge (high volume)*	$65
Air Sampling bags, such as Tedlar, per 1 L bag	$20
Brass Fittings (nut & Ferrule set, each)	$5

**For equipment not returned to the lab, a fee of $100 per setup will be applied after 2 weeks. If equipment is not returned after 45 days, client will be invoiced for the purchase price of the media (unless special arrangements have been made in advance with your project manager). Supplies that are returned to Eurofins Calscience unused will be invoiced at the full rental rate.

Field sampling equipment fees are not included in the unit rates.

Advance payment or a deposit will be necessary for canister or flow controller rental. Waivers of advance payment and deposit requirements are subject to credit approval.

Eurofins Calscience provides air sampling bags as a service to our clients. Eurofins Calscience does not manufacture air sampling bags; we purchase them from our vendors. Eurofins Calscience will not be responsible for leaky or otherwise substandard performance of the air sampling bags supplied.

Billing for Sampling Equipment: Unused sample containers cannot be returned to Eurofins Calscience for reuse due to possible contamination issues. Once sampling equipment leaves the custody of Eurofins Calscience it is considered to have been used. Clients will be billed for all canisters, bags, or other sampling devices that have been provided unless otherwise agreed upon. Canisters and flow controllers not returned within two weeks are subject to additional rental charges.

*If the glass housing for the PUF Cartridge is returned broken or is lost a fee of $100 will be charged.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

MARINE CHEMISTRY

Elutriate Preparation

	UNIT RATE
SET Set-up Charge	by quote
MET, EET, or DRET Set-up Charge	by quote
SET, per sample	by quote
MET, EET, or DRET, per sample	by quote

Seawater & Elutriates

ANALYSIS	METHOD	UNIT RATE
Organochlorine Pesticides	EPA 8081A/B LL	$145
Organochlorine Pesticides by GC/MS SIM	EPA 8270C/D/E (M) SIM	$175
PCBs (Aroclors)	EPA 8082/A	$95
Polychlorinated terphenyl (PCT's Aroclors: 5432, 5442, 5460)	EPA 8082/A	$150
PCB Congeners (List of 41 Congeners) by GC/MS SIM	EPA 8270C/D/E (M) SIM	$350
PCB Congeners – Extended List by GC/MS SIM	EPA 8270C/D/E (M) SIM	$395
Phenols Low-level by GC/MS SIM	EPA 8270C/D/E (M) SIM	$175
Phthalates Low-level by GC/MS/SIM	EPA 8270C/D/E (M) SIM	$185
Polynuclear Aromatic Hydrocarbons by GC/MS SIM	EPA 8270C/D/E (M) SIM	$185
Semivolatle Organics - Extended SIM List (BN&As)	EPA 8270C/D/E (M) SIM	$295
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	$275
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	$310
Organotins – Tributyltin only	Krone et al. (GC/MS)	$180
Oxygen, Dissolved	SM 4500-O G	$40
Suspended Sediment	ASTM 3977-97	$150
Total Suspended Solids	SM 2540 D	$35
Sea Water Metals Scan with Reductive Precipitation Preparation: As, Cd, Co, Cr, Cu, Pb, Mn, Ni, Ag, Tl, Zn	SOP M225/EPA 200.8	$250

METALS IN SEAWATER/ELUTRIATES	METHOD	UNIT RATE
with Reductive Precipitation Prep: (As,Cd,Co,Cr,Cu,Pb,Mn,Ni,Ag,Tl,Zn only):		
1-3 Metals	SOP M225/EPA 200.8	$160
4-7 Metals	SOP M225/EPA 200.8	$200
8-11 Metals	SOP M225/EPA 200.8	$250
THB Reductive Precipitation Procedure	SOP M225	$110
Sea Water Metals with standard prep:		
1-3 Metals	EPA 6020/B or 200.8	$160
4-7 Metals	EPA 6020/B or 200.8	$200
8-12 Metals	EPA 6020/B or 200.8	$250
Mercury	EPA 7470A/245.1	$35

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

MARINE CHEMISTRY		
Sediment		
ANALYSIS	**METHOD**	**UNIT RATE**
Safe Environmentally Responsible Waste Management (SERWM) fee, per sample (Sediment)		$10
Sediment Homogenization (per sample)		$15
Moisture Content	ASTM D2216/SM 2540G	$15
Soxhlet Extraction (includes cleanups)	EPA 3540C/3541	$90
Organochlorine Pesticides (requires soxhlet extraction)	EPA 8081A/B LL	$155
Organochlorine Pesticides by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$250
Toxaphene & Chlordane Only (requires soxhlet extraction)	EPA 8081A/B LL	$100
Polychlorinated Biphenyls (PCBs - Aroclors) (requires soxhlet extraction)	EPA 8082/A	$95
Polychlorinated Terphenyls (PCTs - Aroclors: 5432, 5442, 5460 - requires soxhlet extraction)	EPA 8082/A	$115
PCB Congeners (Eurofins Calscience list of 41 Congeners) by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$340
PCB Congeners – Extended Target List by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$390
Phenols Low-level by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$165
Phthalates Low-level by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$165
Polynuclear Aromatic Hydrocarbons by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$175
Semivolatle Organics - Phenols, Phthalates, PAH SIM List (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$240
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	$295
Semivolatle Organics - Extended SIM List (BN&As) (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$300
Bisphenol A (GC/MS SIM)	EPA 8270C/D/E (M) SIM	$175
Total Petroleum Hydrocarbons (TPH)-Gasoline	EPA 8015B/C/D (M)/GRO	$45
TPH-Diesel	EPA 8015B/C/D (M)/DRO	$55
TPH with Carbon Chain Breakdown (C6-C44)	EPA 8015B/C/D (M)/DRO	$85
Oil & Grease	EPA 9071 B	$100
Volatile Organic Compounds (VOCs) plus Fuel Oxygenates	EPA 8260B/C/D	$100
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	$290
Organotins – Tributyltin only	Krone et al. (GC/MS)	$175
Total Organic Carbon (TOC)	EPA 9060A	$110
Ammonia, Total	SM 4500-NH3 B/C (M)	$58
Chromium VI (includes alkaline digestion)	EPA 7196A/3060A	$110
Chromium VI – Low Level (includes alkaline digestion)	EPA 7199/3060A	$135
Particle Size Analysis (Laser)	ASTM D4464 (M)	$90
Sulfide, Total	EPA 376.2	$37
Sulfide, Dissolved (24 hour Hold Time)	SM 4500-S2 D (M)	$45
METALS IN SEDIMENT	**METHOD**	**UNIT RATE**
1-3 Metals	EPA 6020/B or 6010B/D	$75
4-7 Metals	EPA 6020/B or 6010B/D	$120
8-12 Metals	EPA 6020/B or 6010B/D	$155
Mercury	EPA 7471A/B	$35

Samples are subject to additional fees for homogenization, compositing, and/or GPC or other clean-up.

The standard turn-around time (TAT) for marine sediments is 15-20 working days but may vary depending upon the methods required.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

eurofins | Environment Testing Calscience

2026 Fee Schedule

MARINE CHEMISTRY		
Tissue		
ANALYSIS	**METHOD**	**UNIT RATE**
Safe Environmentally Responsible Waste Management (SERWM) fee, per sample (Tissue)		$10
Soxhlet Extraction (includes cleanups)	EPA 3540C/3541	$90
Organochlorine Pesticides (requires soxhlet extraction)	EPA 8081A/B LL	$185
Organochlorine Pesticides by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$250
PCBs (Aroclors) (requires soxhlet extraction)	EPA 8082/A	$110
PCB Congeners (Eurofins list of 41 Congeners) by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$375
PCB Congeners – Extended List by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$395
Polynuclear Aromatic Hydrocarbons by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$195
Semivolatle Organics - Phenols, Phthalates, PAH SIM List (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$255
Semivolatle Organics - Extended SIM List (BN&As)	EPA 8270C/D/E (M) SIM	$315
Pyrethroids by GC/TQ (requires soxhlet extraction)	EPA 8270D (M) TQ	$325
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	$395
Tributyltin	Krone et al. (GC/MS)	$200
Lipids **	SOP M489	$55
METALS IN TISSUE	**METHOD**	**UNIT RATE**
1-3 Metals	EPA 6020/B or 6010B/D	$80
4-7 Metals	EPA 6020/B or 6010B/D	$130
8-12 Metals	EPA 6020/B or 6010B/D	$175
Mercury	EPA 7471A/B	$40
Preperations & Clean-ups		
Silica Gel Cleanup (2 gram column)	EPA 3630C (M)	$35
Sulfur Cleanup	EPA 3660B	$35
Bivalve Shucking		By quote
Fish fileting (skin on or off)		$75
Sample Compositing		$15
Sample Homogenization (clams, worms, or whole fish)		$35
Pore Water Preparation	Centrifugation	By quote

Samples are subject to additional fees for tissue preparation (e.g. shucking, dissections), homogenization, compositing, and/or GPC or other cleanup. Adequate sample volume must be received; please consults with our Project Manager prior to sampling. The standard turn-around time for tissue analysis is 15-25 working days depending upon the methods required.

** Unit rate assumes that Lipids is analyzed along with organics; stand alone rate will include additional Soxhlet extraction fee

Client specified Duplicates and MS/MSD's will be charged as a separate analytical run. SRM's, if requested, will be charged as a separate analytical cost in addition to the actual cost of purchasing the SRM. Please provide at least 6 weeks' notice to your Project Manager prior to sample arrival in order for the lab to purchase the SRM; availability cannot be guaranteed. Fees For Certified Reference Material (CRM) or Standard Material (SRM) include the cost of the material plus analytical fee, as listed herein.

Please be aware that detection limits may change over time. Please request updated detection limits prior to sample submission.
In the event that Eurofins discontinues an analytical method, we will attempt to locate a subcontract lab with the specified certifications and a comparable rate. However the listed rate and turnaround time cannot be guaranteed.

One dilution is included in Volatile Organic Compound analysis runs; Each subsequent dilution will be charged at 50% the analytical cost.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

City Council Meeting
07-13-26
Item 1.B.11.

Council Agenda Report

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

Prepared by: Nadia Fahoum, Associate Engineer

Reviewed by: Tatiana Holden, Assistant Public Works Director/Assistant City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 24, 2026 Meeting date: July 13, 2026

Subject: Amendment to Professional Services Agreement with Kimley-Horn and Associates, Inc

---

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to Professional Services Agreement with Kimley-Horn and Associates, Inc. for additional engineering design services and support during construction of the Pacific Coast Highway Quick Build Roundabout project in the amount $184,980 for a new total not to exceed $464,356.

FISCAL IMPACT: No additional appropriation is required. This project is funded through the Los Angeles County Metro Measure M Subregional Highway Funds in the amount of $2,000,000. This funding is included in the Adopted Budget for Fiscal Year 2026-2027 in Account No. 310-9078-5100 (Pacific Coast Highway Quick Build Roundabouts Project).

The proposed amendment with Kimley Horn will complete the project design phase of the project in an amount not to exceed $464,356. The amendment includes preparation of the additional final design documents and evacuation analysis.

Project Funding **Metro Measure M**	**$2,000,000**
Project Costs	
Kimley Horn Design Contract - Original	$279,376
Proposed Contract Amendment	$184,980
Total Kimley Horn Design Contract	**$464,356**
Estimated Construction Cost	$1,535,644
Project Total Costs	**$2,000,000**

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan Goal 4: Improve Public Safety.

Goal 4: Improve Public Safety
Objective 4.1: Reduce injury and fatal collisions on Pacific Coast Highway (PCH)
Strategy: Commit to setting speed limits based on crash risk, street type, and presence of vulnerable users—not just 85th percentile speed, and using legislative advocacy

DISCUSSION: On March 24, 2025, the City entered into an agreement with Kimley-Horn and Associates to provide engineering design services for the PCH Quick Build Roundabouts Project. The project objective is to improve the safety and operations of the highway through strategically placing and constructing "quick build" modular roundabouts at the intersections of Encinal Canyon Road and El Matador Beach along PCH, providing continuous traffic flow, speed control, and improved accessibility for pedestrians and cyclists.

Through the permitting phase, this project exceeded the original scope of work as a result of substantial design changes as well as supporting work required as a result of the project being appealed to both the City Council and California Coastal Commission. On March 18, the City Council denied the appeal and approved CDP No. 25-041, subject to the following conditions: staff would perform an evacuation model, amongst other simulations, and provide an update for City Council determination on whether to proceed forward with the project.

This amendment includes the preparation of additionally requested necessary project documentation including evacuation simulation and reports, Design Support Decision Document (DSDD) documentation, Design Engineering and Evaluation Report (DEER), and Storm Water Data Report (SWDR) for the proposed improvements. This work is largely complete and is eligible through Measure M funding.

The project is currently scheduled to be heard by the City Council on August 10, 2026, for a project update and project review and approval to proceed into the construction phase.

ATTACHMENTS: Amendment No. 1 to Professional Services Agreement with Kimley-Horn and Associates

Docusign Envelope ID: B590D956-D5FF-822E-837B-9196A4DB3544

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on July 13, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Kimley-Horn and Associates, a North Carolina corporation, hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The city and the Consultant agree as follows:

RECITALS

A. On March 24, 2025, the City entered into an Agreement with Consultant for engineering design services for the Pacific Coast Highway Roundabouts near El Matador Beach and Encinal Canyon Road (the "Agreement").

B. The Parties desires to amend the Agreement to increase compensation and increase the scope of work to include community outreach including educational materials and additional public meetings, design support decision document, design engineering and evaluation report, SWDR, traffic operations memo, and evacuation analysis, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 1.0 of the Agreement (Scope of Work), is hereby amended as set forth in Exhibit A attached hereto. In addition to the services that shall be performed under the Agreement, the Scope of Work shall now include additional community outreach and public meetings including preparation of educational materials; preparation of a design support decision document, design engineering and evaluation report, SWDR and traffic operations memo; and to conduct an evacuation analysis.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit B attached hereto. The cost of services for the Agreement is increased in the amount of $184,980 for a total not to exceed $464,356 as shown in Exhibit B attached to this Amendment No. 1.

3. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

4. Authority to Execute. Each person executing this Amendment represents and warrants that they are duly authorized to execute this Amendment on behalf of the Party for whom they are signing and to bind that Party to the terms herein.

5. The Parties agree that this Amendment will be considered signed when the signature of a Party is delivered physically or by facsimile transmission or scanned and delivered

Docusign Envelope ID: B590D956-D5FF-822E-837B-9196A4DB3544

via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

7. The effective date of this Amendment is January 12, 2026.

This Amendment is executed on _____.

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

KIMLEY-HORN AND ASSOCIATES,
a North Carolina corporation

By: Signed by: Sri Chakravarthy, PE 73629
FAD38E0EAA2646C...
Sri Chakravarthy, PE, TE
Senior Vice President

Docusign Envelope ID: B590D956-D5FF-822E-837B-9196A4DB3544

EXIBIT A
SCOPE OF WORK

Kimley Horn will provide the following scope of work as outlined below.

TASK 1 – COMMUNITY OUTREACH EDUCATIONAL MATERIALS/MEETINGS
Kimley-Horn will prepare educational information in support of the City's community outreach regarding the proposed roundabouts. This information will also be incorporated into the City's website. These informational materials will help educate the community on the benefits of the project and how to use roundabouts. We anticipate preparing the following:
- Educational Materials/Flyers
- General Practice/Rules of the Road Graphic or short video on how the roundabout operation during an emergency

We anticipate up to one (1) round of consolidated set of comments by City.

We will prepare for and attend up to four (4) public meetings. These meetings could include community outreach meetings, Planning Commission, and/or City Council Meetings.

TASK 2 – DESIGN SUPPORT DECISION DOCUMENT (DSDD)
Caltrans has requested that a DSDD be prepared to document the non-standard design features as part of the project. We will identify the design standard for which documentation is required, reason for not using design standard, supporting documentation, and other relevant discussion in a Caltrans specified format for review and approval by City and Caltrans. We have assumed that any data necessary for DSDD will be provided by Caltrans and City. We anticipate up to two (2) rounds of consolidated set of comment by Caltrans and City.

TASK 2 Deliverables:
- Draft and Final DSDD

TASK 3 – DESIGN ENGINEERING AND EVALUATION REPORT (DEER) SWDR, AND TRAFFIC OPERATIONS Memo
Kimley-Horn will prepare DEER, SWDR, and traffic operations memo requested by Caltrans as a supplemental document for permit approval. We will include project background including any community interaction/public engagement, purpose and need for the project, traffic management and operations impact, pre and post construction assessment, and other relevant information for Caltrans review. We have assumed that any data necessary for these reports will be provided by Caltrans. We anticipate up to two (2) rounds of consolidated set of comment by Caltrans and City.

TASK 3 Deliverables:
- Draft and Final DEER, SWDR, and Traffic Operations Memo

TASK 4 – PROJECT MANAGEMENT AND PS&E COMMENTS
Kimley-Horn will continue to provide project management for each task detailed in this scope of services and attend up to three (3) additional meetings with the Project Development Team (PDT). This will include providing project management, administrative support, and project accounting for up to three (3) additional months of the duration of the project and coordination with Caltrans and the City.

Docusign Envelope ID: B590D956-D5FF-822E-837B-9196A4DB3544

We will incorporate an additional set of comments from Caltrans/City and update the PS&E package.

TASK 4 Deliverables:

- Project Management and Meetings for additional three (3) months
- One (1) round of addressing comments on the PS&E package

TASK 5 – EVACUATION ANALYSIS

TASK 5.1: COLLECT AND REVIEW DATA

Kimley-Horn will collect and review traffic, roadway geometry, historic wildfire, and evacuation-related data within the study area extending from west of Malibu Canyon Road to Mulholland Highway, including Pacific Coast Highway (PCH). This task will focus on data relevant to evacuation performance and emergency operations in the context of the proposed quick-build roundabouts. Available traffic volumes, roadway configurations, traffic control, and operational constraints along PCH and key canyon routes will be reviewed. Historic evacuation and wildfire data available for the past five years will be compiled to establish baseline conditions. We have assumed that City staff will coordinate with emergency responders to confirm assumptions and ensure the analysis reflects local operational practices and emergency response considerations requested by City Council.

TASK 5.2: DEVELOP EVACUATION SCENARIOS

Kimley-Horn will develop evacuation scenarios representing both existing (no-build) conditions and proposed quick-build roundabout (build) conditions, consistent with City Council direction. Scenarios will incorporate designated evacuation routes, background traffic, and evacuation demand across PCH and connected canyon roadways. Each scenario will be evaluated with and without Public Safety Power Shutoff (PSPS) conditions, assuming up to 12 traffic signals between Malibu Canyon Road and Trancas operate as all-way stop control during outages. The Ventura County line pinch point, where PCH transitions to one lane in each direction, will be explicitly included to reflect known downstream capacity constraints affecting evacuation performance.

TASK 5.3: SIMULATE EVACUATION SCENARIOS

Kimley-Horn will use its AEGIS Evacuation modeling software to simulate evacuation operations under both no-build and quick-build roundabout conditions within the study limits. The model will represent network-wide interactions, including traffic control changes, route choice behavior, congestion propagation, and evacuation demand loading. We have assumed City will provide the necessary GIS parcel data. Simulations will be structured to directly address City Council questions regarding how the quick-build roundabouts perform relative to existing conditions during emergency evacuations. Modeling assumptions and inputs will be documented to support transparency and defensibility of results presented to decision-makers.

TASK 5.4: EVALUATE PERFORMANCE METRICS

Kimley-Horn will evaluate and compare evacuation performance metrics for each scenario, including total evacuation clearance times, delays, queue lengths, and roadway volumes. Metrics will be summarized for the overall corridor and for critical locations along PCH and canyon interfaces. Particular emphasis will be placed on differences between existing and quick-build conditions under both normal and PSPS-affected operations. These quantified results will form the basis for clear, side-by-side comparisons requested by City Council.

Docusign Envelope ID: B590D956-D5FF-822E-837B-9196A4DB3544

TASK 5.5: ASSESS PROJECT IMPACTS
Kimley-Horn will assess the operational impacts of the proposed quick-build roundabouts by comparing modeled evacuation scenarios. This assessment will identify bottlenecks, choke points, and areas of operational change along the PCH roundabout study limits. The analysis will consider how changes in traffic control, geometry, and downstream constraints influence evacuation efficiency. Findings will be framed to clearly communicate whether and how the quick-build project affects evacuation performance relative to existing conditions.

TASK 5.6: SUMMARIZE RESULTS AND RECOMMENDATIONS
Kimley-Horn will prepare a concise technical memorandum summarizing the evacuation analysis methodology, assumptions, results, and key findings in a format suitable for the administrative record. The memo will include clear conclusions responsive to City Council's request for evacuation performance evaluation of the quick-build roundabouts. In addition, Kimley-Horn will develop an interactive HTML dashboard to visually present scenarios, performance metrics, and comparative outcomes. These materials will be designed to support City staff briefings and City Council

TASK 5.7: SIMLUATION VIDEOS, MEETINGS, AND CITY COUNCIL SUPPORT
Kimley-Horn will prepare two new video simulations illustrating normal quick-build roundabout operations for use in City Council and public presentations. One video will demonstrate groups of cyclists navigating through the roundabout and interacting with vehicles and pedestrians. The second video will illustrate turning movements and access for service and emergency vehicles—including waste management, fire, ambulance, mail services, and error vehicles—serving adjacent private driveways, with attention to vehicle swept paths and mobility movements. These visualizations will support City Council understanding of multimodal and emergency access considerations.

Kimley-Horn will attend up to two coordination meetings with City staff to review assumptions, interim findings, and draft results. The team will support preparation of presentation materials for City Council, including figures, graphics, simulation outputs, and summary talking points tailored to Council direction. This task is intended to directly support City Council's evaluation of the quick-build roundabouts on PCH.

Docusign Envelope ID: B590D956-D5FF-822E-837B-9196A4DB3544

EXHIBIT B
COMPENSATION SCHEDULE

Fee and Billing

Kimley-Horn will perform the services described in tasks 1 through 5 in the Scope of Services for a lump sum labor fee of $184,980. Shown below is a breakdown of our proposed lump sum fee billings by task. Individual task amounts are informational only.

TASK NO.	TASK DESCRIPTION	FEE
1	Community Outreach Educational Materials/Meetings	$31,850
2	Design Support Decision Document	$17,200
3	DEER, SWDR, and Traffic Operations Memo	$38,300
4	Project Management and PS&E Comments	$27,700
5	Evacuation Analysis	$69,930
	TOTAL COST	**$184,980**

City Council Meeting
07-13-26
Item 5.A.

Council Agenda Report

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

Prepared by: Renée Neermann, Financial Controller

Reviewed by: Christopher Smith, Assistant City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 25, 2026 Meeting date: July 13, 2026

Subject: Schedule of Fees Fiscal Year 2026-27

RECOMMENDED ACTION: 1) Conduct the Public Hearing; and 2) Adopt Resolution No. 26-50 establishing the Schedule of Fees for Fiscal Year 2026-27.

FISCAL IMPACT: The Schedule of Fees establishes the amounts the City may charge for services. The City's FY 2026-27 annual budget includes approximately $5.6 million in revenue from service charges and approximately $6.0 million in revenue from licenses and permits.

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2026-27 because it is part of normal staff operations.

DISCUSSION: State law requires agencies such as the City of Malibu to charge customers only the fees necessary to recover the costs of providing services and prohibits fees that exceed the cost of the services rendered. If the FY 2026-27 Schedule of Fees is approved, the revised fees will not generate revenue that exceeds this standard.

In FY 2015-16, the City completed a comprehensive fee study that analyzed all fees and service charges. The rates established in that study served as the base amounts, which were increased annually through cost-of-living adjustments.

Because annual adjustments were based only on inflation, and because City operations and staffing had changed since FY 2015-16, the City determined that an updated study was needed to ensure that fees remained aligned with full cost recovery. To initiate a

review of the City's existing fee structure, the City issued a Request for Proposals (RFP) on August 3, 2023, which closed on August 29, 2023. The City selected Matrix Consulting Group, Ltd. (Matrix) and entered into an agreement with Matrix in November 2023, with work beginning in January 2024.

Matrix conducted a comprehensive study that included data collection, staff interviews, preparation of a cost allocation plan for internal and indirect costs, an updated Schedule of Fees, presentation of results, and a new fee workbook for annual updates. Matrix completed its work in April 2024.

Because no fee adjustments have been implemented since that time, staff applied Consumer Price Index (CPI) increases to the proposed fee schedule for each intervening fiscal year: 3.4% for FY 2024-25, 3.1% for FY 2025-26, and 2.9% for FY 2026-27. The cumulative adjustment reflects the total inflationary impact over the period during which the fee schedule remained unchanged. While this results in higher fee increases than a single-year adjustment, it more accurately aligns fee revenues with the current cost of providing services.

On May 26, 2026, the City Council reviewed the proposed fee schedule and requested additional discussion regarding the City's appeal fee. Following that discussion on June 22, 2026, the City Council directed staff to retain the existing appeal fee of $750 per appeal.

The Resolution and proposed Fiscal Year 2026-27 Schedule of Fees (Attachment 1), which incorporates the City Council's direction, are attached to this staff report. The schedule includes updated fees that reflect actual City costs, as determined by the fee study, as well as cost-of-living adjustments for the period between completion of the fee study and the current fiscal year.

In compliance with Government Code, staff noticed the public hearing on the Schedule of Fees for July 13, 2026. If the City Council adopts Resolution No. 26-50, the fees would become effective on September 11, 2026, following the required Government Code 60-day waiting period.

Staff recommends that the City Council conduct the public hearing and adopt Resolution No. 26-50 establishing the FY 2026-27 Schedule of Fees.

ATTACHMENTS:

1. Resolution No. 26-50 establishing the Fiscal Year 2026-27 Schedule of Fees
2. Public Hearing Notice

RESOLUTION NO. 26-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU ESTABLISHING THE FISCAL YEAR 2026-27 SCHEDULE OF FEES

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

SECTION 1. The City Council has reviewed the Fiscal Year 2026-27 Schedule of Fees. The City Council finds that the fees for permit processing and other services do not exceed the reasonable cost of services directly conferred to the payer and are not otherwise provided to those not paying the fee. The City Council further finds that the fees for costs of regulation do not exceed the reasonable cost of regulation by the City.

SECTION 2. The City Council hereby approves the 2026-27 Schedule of Fees (Exhibit A).

SECTION 3. The City Clerk shall certify the adoption of this resolution and shall cause the same to be processed in the manner provided by law. Pursuant to Government Code Section 66017(a), the fee increases and new fees shall be effective sixty days from the date of adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 13th day of July 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

EXHIBIT A

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
ADMINISTRATIVE SERVICES DEPARTMENT							
Administrative Fees							
Alarm Permit:							
New	Each	$71	$76	$76	2.9%	$83	User Fee
Renewal	Each	$43	$51	$51	2.9%	$56	User Fee
Reinstatement	Each	$71	$76	$76	2.9%	$83	User Fee
False Alarm:							
Third False Alarm in 12-month period	Each	$314	$355	$355	2.9%	$389	Penalty
Each Add'l False Alarm	Per False Alarm	$105	$127	$127	2.9%	$139	Penalty
Credit Card Transaction - In-House	Per Transaction	2.90%	3.90%	3.90%	n/a	3.90%	Surcharge
Credit Card Transaction Fee - Online	Per Transaction	2.90%	2.9% + $0.30	2.9% + $0.30	n/a	2.9% + $0.30	Surcharge
Non-Sufficient Funds Check							
First Check	Each	$40		$25.00	n/a	$25.00	CIV § 1719(a)
Subsequent Checks	Each	$40		$35.00	n/a	$35.00	CIV § 1719(a)
CITY CLERK DEPARTMENT							
Administrative Fees							
Copies							
Standard	Per Page	$0.10		$0.10	n/a	$0.10	GOV § 70627 (a)
Certified	Per Document	$16		$16	n/a	$16	GOV § 70627 (a)
Color	Per Page	$0.25		$0.25	n/a	$0.25	GOV § 70627 (a)
Oversize Plans:							
Per Sheet	Per Sheet	$5		$5	n/a	$5	GOV § 70627 (a)
Actual Cost	Each	Direct Cost			n/a	Direct Cost	Pass Through Fee
Special Projects	Each	Direct Cost of Duplication			n/a	Direct Cost of Duplication	Pass Through Fee
Reproduction on CD/DVD	Each	$5	$2	$2	n/a	$2	User Fee
Candidate Statement	Each	$418		$418	n/a	$418	Deposit
Document Recording and Filing Fee	Each	Refer to LA County Registrar- Recorder/County Clerk			n/a	Refer to LA County Registrar-Recorder/County Clerk	Pass Through Fee
Dolphin Decal	Each	$5	$6	$6	n/a	$6	User Fee
Lobbyist Registration	Each	$46		$46	n/a	$46	GOV § 86102
Subpoena Copies							
Standard Copies	Per Paage	$0.10		$0.10	n/a	$0.10	GOV § 70627 (a)
Oversized Documents	Each	Direct Cost of Duplication			n/a	Direct Cost of Duplication	Pass Through Fee
Clerical Costs	Per Hour	$24		$24	n/a	$24	EVI § 1563(b)(1)
Retrieval of Records	Each	Direct Cost of Retrieval			n/a	Direct Cost of Retrieval	Pass Through Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Subpoena Duces Tecum:							
Documents [1]	Each	$15		$15	n/a	$15	EVI § 1563(b)(6)
Persons [2]	Each	$275		$275	n/a	$275	GOV § 68097.2 (b)
Vehicle Impound Fee	Per Vehicle	$150		$150	n/a	$150	Resolution No. 21-15
[1] Deposit for Civil Cases (Evidence Code Section 1563(b)(6). No charge for Criminal Cases. No charge for Federal Cases unless significant (Federal Rules).							
[2] Deposit for Civil Cases. (Govt Code Section 68096.1) No charge for Criminal Cases (Penal Code Section 1329).							
COMMUNITY DEVELOPMENT DEPARTMENT - BUILDING SAFETY DIVISION							
Building - Mechanical, Electrical and Plumbing Fees							
Plan Check Fees (Mechanical, Electrical & Plumbing Only)	Per Hour	$215	$232	$232	2.9%	$254	User Fee
Emergency Inspection Fee - After Hours	Per Hour	$323	$293	$293	2.9%	$321	User Fee
Electrical Permit Fees							
New Residential							
Single and Two-Family	Per Sq. Ft.	$0.28	$0.28	$0.28	2.9%	$0.31	User Fee
Garage, Carport (Attached/Detached)	Per Sq. Ft.	$0.15	$0.14	$0.14	2.9%	$0.15	User Fee
Multi-Family 0 - 1,000 SF	Per Sq. Ft.	$0.40	$0.42	$0.42	2.9%	$0.46	User Fee
Multi-Family 1,001 - 5,000 SF	Per Sq. Ft.	$0.65	$0.62	$0.62	2.9%	$0.69	User Fee
Multi-Family > 5,000 SF	Per Sq. Ft.	$0.53	$0.52	$0.52	2.9%	$0.57	User Fee
Remodel Residential Buildings	Per Sq. Ft.	$0.28	$0.26	$0.26	2.9%	$0.29	User Fee
New Commercial/Tenant Improvement	Per Sq. Ft.	$0.51	$0.49	$0.49	2.9%	$0.53	User Fee
Outlets/Lighting Fixture	Each Set of 20	$54	$62	$62	2.9%	$69	User Fee
Branch Circuits							
Branch Circuits 1-10	Each	$27	$30	$30	2.9%	$33	User Fee
Branch Circuits 11-40	Each	$21	$25	$25	2.9%	$28	User Fee
Branch Circuits 41-Up	Each	$18	$20	$20	2.9%	$23	User Fee
Fixed Appliance (Not Over 1 HP)	Each	$43	$50	$50	2.9%	$56	User Fee
Disconnect	Each	$43	$50	$50	2.9%	$56	User Fee
Battery Backup System							
Plan Check	Each	$54	$232	$232	2.9%	$254	User Fee
Permit	Each	$54	$250	$250	2.9%	$274	User Fee
Electric Vehicle Charging Station (Residential)							
EV Outlet	Each	$108	$125	$125	2.9%	$137	User Fee
Single Phase Wall Unit:							
Plan Check	Each	$108	$232	$232	2.9%	$254	User Fee
Permit	Each	$108	$250	$250	2.9%	$274	User Fee
Three Phase Wall Unit; Stand Alone; Commercial:							
Plan Check	Each	$430	$407	$407	2.9%	$447	User Fee
Permit	Each	$430	$437	$437	2.9%	$480	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Generators and Transfer Switches							
Rating 1 to 50 HP / 1 to 37 kW							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Rating 51 HP or greater HP / 38 or greater kW							
Plan Check	Each	$430	$465	$465	2.9%	$510	User Fee
Permit	Each	$430	$375	$375	2.9%	$411	User Fee
Services, Switchboards & Subs							
0 To 399 Amps	Each	$108	$125	$125	2.9%	$137	User Fee
400 To 1000 Amps (> 600Amp Requires Plan Check)	Each	$161	$187	$187	2.9%	$206	User Fee
> 1000 Amps	Each	$215	$250	$250	2.9%	$274	User Fee
Pedestal Including Meters	Each	$215	$250	$250	2.9%	$274	User Fee
Temporary Power							
Temporary Service Pole or Pedestal Incl. Meters	Each	$215	$250	$250	2.9%	$274	User Fee
Temp Service Pole Incl. Sub Poles, Switches & Outlets	Each	$323	$375	$375	2.9%	$411	User Fee
Temporary Trailer Insp. Fee (Pre-Site)	Each	$323	$375	$375	2.9%	$411	User Fee
Misc. Conduits and Conductors							
Apparatus/Equip/Conduits/Conductors - All Other	Each	$108	$125	$125	2.9%	$137	User Fee
Change From Overhead to Underground	Per 300 LF	$215	$250	$250	2.9%	$274	User Fee
Private Swimming Pools							
Inground Swimming Pool (Incl. Equipment)	Each	$108	$125	$125	2.9%	$137	User Fee
Other Pools (Spas, Hot Tubs, Etc.)	Each	$215	$250	$250	2.9%	$274	User Fee
Alterations to Swimming Pools	Each	$54	$82	$82	2.9%	$91	User Fee
Signs, Outline Lighting and Marquees							
First Sign and Transformer	Each	$215	$250	$250	2.9%	$274	User Fee
Each Additional Sign, Transformer, Circuit	Per Address	$54	$62	$62	2.9%	$69	User Fee
Alterations/Relocations of Existing Signs	Each	$54	$62	$62	2.9%	$69	User Fee
Time Clock	Each	$54	$42	$42	2.9%	$45	User Fee
Plumbing Permit Fees							
Backflow Prevention Device							
Up To 2" Diameter	Each	$54	$62	$62	2.9%	$69	User Fee
Over 2" Diameter	Each	$108	$82	$82	2.9%	$91	User Fee
Gas System							
1 To 5 Outlets	Each	$108	$125	$125	2.9%	$137	User Fee
Each Additional Outlet	Each	$21	$25	$25	2.9%	$28	User Fee
Yard Gas Piping							
0 - 300 Feet	First 300'	$108	$125	$125	2.9%	$137	User Fee
Each Additional 300' Increment	Each Add'l 300'	$21	$25	$25	2.9%	$28	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Service Water Piping							
0 - 300 Feet	First 300'	$108	$125	$125	2.9%	$137	User Fee
Each Additional 300' Increment	Each Add'l 300'	$21	$25	$25	2.9%	$28	User Fee
Ejector Pump/Sump With Basin (requires plan check)	Each	$108	$125	$125	2.9%	$137	User Fee
Sewer Connection to Wastewater Treatment Facility							
Residential:							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Non-Residential:							
Plan Check	Each	$430	$465	$465	2.9%	$510	User Fee
Permit	Each	$645	$749	$749	2.9%	$822	User Fee
Sewer Line Repair and Maintenance	Each	$215	$250	$250	2.9%	$274	User Fee
Hose Bibs	Each Set of 10	$54	$62	$62	2.9%	$69	User Fee
Irrigation	Per 10 Emitters	$54	$62	$62	2.9%	$69	User Fee
Hydrozone	Per 3 Zones	$108	$125	$125	2.9%	$137	User Fee
Graywater							
Simple	Each	$108	$250	$250	2.9%	$274	User Fee
Complex	Each	$161	$250	$250	2.9%	$274	User Fee
Landscape Ordinance Plan Check							
Simple	Each	$108	$125	$125	2.9%	$137	User Fee
Complex	Each	$215	$250	$250	2.9%	$274	User Fee
Rain Water Harvesting System							
Rain Water Harvesting System	Each	$215	$500	$500	2.9%	$548	User Fee
Storage Tank	Each	$215	$500	$500	2.9%	$548	User Fee
Premanufactured Spa	Each	$430	$500	$500	2.9%	$548	User Fee
Repair/Alter of Piping or Drainage	Each Fixture	$21	$25	$25	2.9%	$28	User Fee
Roof Drain	Each Set of 10	$54	$62	$62	2.9%	$69	User Fee
Lavatory	Each	$54	$62	$62	2.9%	$69	User Fee
Shower / Bath Tub	Each	$54	$62	$62	2.9%	$69	User Fee
Toilet	Each	$54	$62	$62	2.9%	$69	User Fee
Earthquake Shut Off Valve	Each	$54	$62	$62	2.9%	$69	User Fee
Trap Primer	Each	$54	$62	$62	2.9%	$69	User Fee
Water Heater (and/or Vent)	Each	$54	$62	$62	2.9%	$69	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Mechanical Permit Fees							
Split System/Mini Split System	Each	$215	$250	$250	2.9%	$274	User Fee
FAU Heating/AC Units							
100K to 500K BTU	Each	$108	$125	$125	2.9%	$137	User Fee
> 500K BTU	Each	$161	$167	$167	2.9%	$183	User Fee
Heating or Cooling Coils	Each	$54	$62	$62	2.9%	$69	User Fee
Radiant Floor Heating (Requires Plan Check)	Per Zone	$108	$125	$125	2.9%	$137	User Fee
Air Outlets For Heating/Cooling	Each Set of 10	$54	$62	$62	2.9%	$69	User Fee
Commercial Air Dist. System (Heating/Cooling/Vent)	Per Every 100 SF	$43	$50	$50	2.9%	$56	User Fee
Ventilation Fans On Single Duct (Incl. Dryer Exhaust)	Each	$43	$50	$50	2.9%	$56	User Fee
Ventilation Fan							
To 300 CFM	Each	$43	$50	$50	2.9%	$56	User Fee
301 CFM and Over	Each	$43	$50	$50	2.9%	$56	User Fee
Hood							
Commercial Hood (Incl. Duct)	Each	$108	$125	$125	2.9%	$137	User Fee
Residential Hood (Incl. Duct)	Each	$108	$125	$125	2.9%	$137	User Fee
Appliance or Piece of Equipment Not Listed	Each	$108	$125	$125	2.9%	$137	User Fee
Premanufactured Fire Place	Each	$108	$125	$125	2.9%	$137	User Fee
Gas System (For projects where plumbing permit has not been issued)							
1 to 5 Outlets	Each	$108	$125	$125	2.9%	$137	User Fee
Each Additional Outlet	Each	$21	$25	$25	2.9%	$28	User Fee
Central Vacuum System	Each	$215	$250	$250	2.9%	$274	User Fee
Evaporative Cooler	Each	$108	$125	$125	2.9%	$137	User Fee
Factory Built or Metal Chimney	Each	$108	$125	$125	2.9%	$137	User Fee
Metallic Flues	Each	$108	$125	$125	2.9%	$137	User Fee
Yard Gas Piping (For projects where plumbing permit has not been issued)							
0 - 300 Feet	First 300'	$108	$125	$125	2.9%	$137	User Fee
Each Additional 300' Increment	Each Add'l 300'	$21	$25	$25	2.9%	$28	User Fee
Building - Itemized Building Construction Fees							
Awning							
Plan Check	Each	$108	$116	$116	2.9%	$128	User Fee
Permit	Each	$108	$125	$125	2.9%	$137	User Fee
Balcony addition							
Plan Check	Each	$323	$349	$349	2.9%	$382	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Bay window							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Carport							
Plan Check	Each	$323	$349	$349	2.9%	$382	User Fee
Permit	Each	$323	$375	$375	2.9%	$411	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Covered Porch							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Deck - Attached (2 Max.) / Detached (each)							
Plan Check	Each	$430	$465	$465	2.9%	$510	User Fee
Permit	Each	$430	$500	$500	2.9%	$548	User Fee
Deck/Balcony Repair							
Minor (Structural):							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Major (Structural):							
Plan Check	Each	$323	$349	$349	2.9%	$382	User Fee
Permit	Each	$430	$500	$500	2.9%	$548	User Fee
Demolition							
Demolition (up to 3,000 s.f.):							
Plan Check	Each	$323	$349	$349	2.9%	$382	User Fee
Permit	Each	$430	$500	$500	2.9%	$548	User Fee
Additional demolition Permit	Each 3,000 SF	$108	$125	$125	2.9%	$137	User Fee
Excavation Permit	Each	$108	$125	$125	2.9%	$137	User Fee
Masonry Fence/Wall							
Masonry fence: up to 6' high (up to 100 ln. ft.):							
Plan Check	Standard	$161	$174	$174	2.9%	$191	User Fee
Permit	Standard	$269	$312	$312	2.9%	$343	User Fee
Additional masonry walls	Each 100 LF	$108	$125	$125	2.9%	$137	User Fee
Masonry fence: > 6' high (up to 100 ln. ft.):							
Plan Check	Special Design	$215	$232	$232	2.9%	$254	User Fee
Permit	Special Design	$323	$375	$375	2.9%	$411	User Fee
Additional masonry walls > 6 ' height	Each 100 LF	$161	$175	$175	2.9%	$192	User Fee
Cabana							
Cabana (<300 s.f.):							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Cabana (>300 s.f.):							
Plan Check	Each 300 SF	$323	$349	$349	2.9%	$382	User Fee
Permit	Each 300 SF	$430	$500	$500	2.9%	$548	User Fee
Patio Cover/Trellis:							
Patio cover/Trellis (<500 s.f.):							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Patio cover/Trellis (>500 s.f.):							
Plan Check	Each 300 SF	$215	$232	$232	2.9%	$254	User Fee
Permit	Each 300 SF	$430	$500	$500	2.9%	$548	User Fee
Pilaster per city standard (up to 6' high)	Each	$54	$62	$62	2.9%	$69	User Fee
Automatic Vehicular Gates (up to 2 access points)							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Retaining Wall							
Retaining wall: < 7" high (up to 50 ln ft.):							
Plan Check	Standard	$215	$232	$232	2.9%	$254	User Fee
Permit	Standard	$323	$375	$375	2.9%	$411	User Fee
Additional retaining wall							
Plan Check	Each 50 LF	$108	$116	$116	2.9%	$128	User Fee
Permit	Each 50 LF	$108	$125	$125	2.9%	$137	User Fee
Retaining wall: 7 - ≤ 10' high (up to 50 ln ft.):							
Plan Check	Special Design	$430	$465	$465	2.9%	$510	User Fee
Permit	Special Design	$430	$500	$500	2.9%	$548	User Fee
Additional retaining wall							
Plan Check	Each 50 LF	$215	$232	$232	2.9%	$254	User Fee
Permit	Each 50 LF	$215	$250	$250	2.9%	$274	User Fee
Retaining wall: 10' + high (up to 30 ln. ft.):							
Plan Check	Special Design	$1,075	$1,162	$1,162	2.9%	$1,275	User Fee
Permit	Special Design	$538	$625	$625	2.9%	$685	User Fee
Additional retaining wall							
Plan Check	Each 50 LF	$108	$116	$116	2.9%	$128	User Fee
Permit	Each 50 LF	$215	$250	$250	2.9%	$274	User Fee
Fireplace							
Masonry fireplace/Isokern:							
Plan Check	Each	$323	$349	$349	2.9%	$382	User Fee
Permit	Each	$323	$375	$375	2.9%	$411	User Fee
Lighting Pole							
Lighting pole:							
Plan Check	Each	$54	$58	$58	2.9%	$64	User Fee
Permit	Each	$108	$125	$125	2.9%	$137	User Fee
Each add'l pole (up to 5):							
Plan Check	Each	$54	$58	$58	2.9%	$64	User Fee
Permit	Each	$54	$62	$62	2.9%	$69	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Reroof							
Reroofing , < 30sq. & < 5.9 lb./sq. (Permit)	Each	$430	$500	$500	2.9%	$548	User Fee
Reroofing , < 30sq. & > 5.9 lb./sq.:							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$430	$500	$500	2.9%	$548	User Fee
Additional Reroof Permit	Each 30 SQ	$161	$175	$175	2.9%	$192	User Fee
Additional Reroof Flat Roof Only (Permit)	Each 30 SQ	$54	$75	$75	2.9%	$81	User Fee
Elective Cool Roof - Residential (Plan Check)	Each	$108	$116	$116	2.9%	$128	User Fee
Re-Stucco Permit	Each	$430	$500	$500	2.9%	$548	User Fee
Skylight							
Skylight (less than 10 sq. ft.):							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Skylight (greater than 10 sq. ft. or structural):							
Plan Check	Each	$323	$349	$349	2.9%	$382	User Fee
Permit	Each	$323	$375	$375	2.9%	$411	User Fee
Solar							
Solar Hot Water Heating:							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Solar Pool Heating:							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Photovoltaic							
Plan Check	Each	$150	$116	$116	2.9%	$128	User Fee
Permit	Each	$150	$125	$125	2.9%	$137	User Fee
Battery Backup System							
Plan Check	Each	$108	$116	$116	2.9%	$128	User Fee
Permit	Each	$108	$125	$125	2.9%	$137	User Fee
Generators and Transfer Switches							
Rating 1 to 50 HP / 1 to 37 kW:							
Plan Check	Each	$215	$465	$465	2.9%	$510	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Rating 51 HP or greater HP / 38 or greater kW:							
Plan Check	Each	$430	$697	$697	2.9%	$765	User Fee
Permit	Each	$430	$375	$375	2.9%	$411	User Fee
Signs							
Building:							
Plan Check	Per Qtr Hour	$54	$58	$58	2.9%	$64	User Fee
Permit	Per Qtr Hour	$108	$62	$62	2.9%	$69	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Electrical:							
Plan Check	Per Qtr Hour	$54	$58	$58	2.9%	$64	User Fee
Permit	Per Qtr Hour	$54	$62	$62	2.9%	$69	User Fee
Swimming Pool/Spa							
Swim Pool (Res. < 800 SF) inclusive of MEP:							
Plan Check	Each	$645	$511	$511	2.9%	$561	User Fee
Permit	Each	$860	$999	$999	2.9%	$1,096	User Fee
Swim Pool (Com. or > 800 SF) inclusive of MEP:							
Plan Check	Each	$1,290	$1,325	$1,325	2.9%	$1,453	User Fee
Permit	Each	$1,075	$1,249	$1,249	2.9%	$1,371	User Fee
Swimming Pool Remodel:							
Gunite							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Plaster							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Spa:							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$430	$500	$500	2.9%	$548	User Fee
Temporary Constr. Trailer w/ Ramp							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$430	$500	$500	2.9%	$548	User Fee
Window/Slider							
Replacement (non-structural up to 5) Permit	Each	$215	$250	$250	2.9%	$274	User Fee
New Window Retrofit (up to 5):							
Plan Check	Each	$54	$116	$116	2.9%	$128	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
New window (w/ structural; up to 5):							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$323	$375	$375	2.9%	$411	User Fee
Septic Systems							
Residential - Alternative - Inspection	Each	$753	$874	$874	2.9%	$959	User Fee
Residential - Conventional - Inspection	Each	$538	$625	$625	2.9%	$685	User Fee
Commercial - Alternative - Inspection	Each	$1,075	$1,249	$1,249	2.9%	$1,371	User Fee
Commercial - Conventional - Inspection	Each	$968	$1,124	$1,124	2.9%	$1,233	User Fee
Repair / Alteration (1-3 components)	Each	$215	$250	$250	2.9%	$274	User Fee
Repair / Alteration (over 3 components)	Each	$215	$250	$250	2.9%	$274	User Fee
Disconnect'n/Abandonm't of system	Each	$215	$250	$250	2.9%	$274	User Fee
Sewer Connection to OWTS	Each	$215	$250	$250	2.9%	$274	User Fee
OWTS System Abandonment	Each	$215	$250	$250	2.9%	$274	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Grading Inspection and Plan Check							
1 - 50 Cubic Yards:							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$860	$999	$999	2.9%	$1,096	User Fee
51 - 100 Cubic Yards:							
Plan Check	Each	$323	$349	$349	2.9%	$382	User Fee
Permit	Each	$1,075	$1,249	$1,249	2.9%	$1,371	User Fee
101 - 500 Cubic Yards:							
Plan Check	Each	$645	$697	$697	2.9%	$765	User Fee
Permit	Each	$1,290	$1,499	$1,499	2.9%	$1,644	User Fee
501 - 1000 Cubic Yards:							
Plan Check	Each	$1,075	$1,162	$1,162	2.9%	$1,275	User Fee
Permit	Each	$1,505	$1,749	$1,749	2.9%	$1,918	User Fee
> 1000 Cubic Yards:							
Plan Check	Each	$1,720	$1,859	$1,859	2.9%	$2,041	User Fee
Permit	Each	$2,365	$2,748	$2,748	2.9%	$3,015	User Fee
Plus for each additional 500 Cubic Yards:							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$108	$150	$150	2.9%	$165	User Fee
Stormwater inspection	Per Hour	$215	$250	$250	2.9%	$274	User Fee
Drainage							
Plan Check	Each	$430	$465	$465	2.9%	$510	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Biolfiltration, Detention Device							
Minor:							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Major:							
Plan Check	Each	$430	$465	$465	2.9%	$510	User Fee
Permit	Each	$645	$749	$749	2.9%	$822	User Fee
Caisson							
Plan Check	Per Type/Cais'n	$430	$465	$465	2.9%	$510	User Fee
Permit	Per Type/Cais'n	$108	$125	$125	2.9%	$137	User Fee
Pile Repair							
Plan Check	Per Pile	$430	$232	$232	2.9%	$254	User Fee
Permit	Per Pile	$430	$125	$125	2.9%	$137	User Fee
Foundation Repair							
Plan Check	Each	$430	$465	$465	2.9%	$510	User Fee
Permit	Each	$430	$500	$500	2.9%	$548	User Fee
Foundation Only	% of New Construction	25%	42%	42%	n/a	42%	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Underpinning to Existing Foundation - Minor:							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Underpinning to Existing Foundation - Major:							
Plan Check	Each	$430	$465	$465	2.9%	$510	User Fee
Permit	Each	$430	$500	$500	2.9%	$548	User Fee
Grade Beams							
Plan Check	Per 250 LF	$430	$465	$465	2.9%	$510	User Fee
Permit	Per 250 LF	$430	$500	$500	2.9%	$548	User Fee
Bulkheads/Seawalls/Wave Uprush Study							
Plan Check	Each	$1,075	$1,162	$1,162	2.9%	$1,275	User Fee
Permit	Each	$1,075	$1,249	$1,249	2.9%	$1,371	User Fee
Remodel Interior/Exterior:							
Minor Non-Structural:							
Plan Check	% of New Construction	40%	40%	40%	n/a	40%	User Fee
Permit	% of New Construction	40%	40%	40%	n/a	40%	User Fee
Minor with Structural:							
Plan Check	% of New Construction	50%	50%	50%	n/a	50%	User Fee
Permit	% of New Construction	50%	50%	50%	n/a	50%	User Fee
Major Non-Structural:							
Plan Check	% of New Construction	50%	50%	50%	n/a	50%	User Fee
Permit	% of New Construction	50%	50%	50%	n/a	50%	User Fee
Major with Structural:							
Plan Check	% of New Construction	60%	60%	60%	n/a	60%	User Fee
Permit	% of New Construction	60%	60%	60%	n/a	60%	User Fee
Parking Lot- Striping/Replacement - Plan Ck & Insp							
Plan Check	Each	$430	$465	$465	2.9%	$510	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Wireless Telecomm Facility (Antenna Only)							
Plan Check	Each	$430	$465	$465	2.9%	$510	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Accessibility Hardship Extension Permit	Each	$645	$749	$749	2.9%	$822	User Fee
Permit Time Extension Fee	Each	$323	$375	$375	2.9%	$411	User Fee
Preliminary Review (Covers 2 Hrs - Add. @ Hrly Rate)	Each	$430	$500	$500	2.9%	$548	User Fee
Administrative Fee (Charge @ Hrly Rate)	Each	$215	$250	$250	2.9%	$274	User Fee
Administrative Permit Processing Fee	Each	$54	$62	$62	2.9%	$69	User Fee
Administrative Plan Check Processing Fee	Each	$54	$58	$58	2.9%	$64	User Fee
Revised Energy Analysis	Each	$430	$465	$465	2.9%	$510	User Fee
Miscellaneous Fee (Charge @ Hrly Rate)	Each	$215	$250	$250	2.9%	$274	User Fee
As-built Plan Review	Each	$430	$500	$500	2.9%	$548	User Fee
Plan Comparison Check (Hrly Rate - 1 Hr Min.)	Each	$215	$250	$250	2.9%	$274	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Minor Plan Revision (Hrly Rate - 2 Hr Min.)	Each	$430	$500	$500	2.9%	$548	User Fee
Permit Processing Fee - Expired Plan Check	Each	$860	$999	$999	2.9%	$1,096	User Fee
Permit Processing Fee - Expired Permit	Each	$860	$999	$999	2.9%	$1,096	User Fee
Plan Check (Application) Extension	Each	$215	$250	$250	2.9%	$274	User Fee
Site Inspections Not Covered by Fees	Each	$430	$500	$500	2.9%	$548	User Fee
Bldg Plan Check Fee (Hrly Rate - 1 Hr Min.)	Each	$215	$232	$232	2.9%	$254	User Fee
Excessive Plan Check Fee (Third Review) (Per Hr)	Each	$215	$232	$232	2.9%	$254	User Fee
Non-Compliance Fee - Excess Inspection (Per Hr)	Min. Fee	$215	$250	$250	2.9%	$274	User Fee
Change of Occupant Inspection	Each	$215	$375	$375	2.9%	$411	User Fee
CA Bldg Standards Surcharge Permit Valuation:							
a) $1 - $25,000	Each	$1.00		$1.00	n/a	$1.00	Surcharge
b) $25,001 - 50,000	Each	$2.00		$2.00	n/a	$2.00	Surcharge
c) $50,001 - 75,000	Each	$3.00		$3.00	n/a	$3.00	Surcharge
d) $75,001 - 100,000	Each	$4.00		$4.00	n/a	$4.00	Surcharge
e) Each Add'l $25,000 or Fraction Thereof	Each	$1.00		$1.00	n/a	$1.00	Surcharge
Strong Motion Fee (Remitted to State of CA):							
a) Strong Motion Fee Category I	% of Value	0.0130%		0.0130%	n/a	0.0130%	PRC § 2705
b) Strong Motion Fee Category II	% of Value	0.0280%		0.0280%	n/a	0.0280%	PRC § 2705
Dark Skies Ordinance							
New Residential							
Plan Check	Each	New	$232	$232	2.9%	$254	User Fee
Permit	Each	New	$250	$250	2.9%	$274	User Fee
Commercial - Tenant Space							
Plan Check	Each	New	$1,394	$1,394	2.9%	$1,530	User Fee
Permit	Each	New	$1,499	$1,499	2.9%	$1,644	User Fee
Commercial -Parcel / Center							
Plan Check	Each	New	$1,859	$1,859	2.9%	$2,041	User Fee
Permit	Each	New	$1,999	$1,999	2.9%	$2,193	User Fee
Elevated Exterior Elements Assessment Report							
1 - 9 Elements	Per Report	New	$241	$241	2.9%	$264	User Fee
10 - 49 Elements	Per Report	New	$482	$482	2.9%	$529	User Fee
50 -99 Elements	Per Report	New	$964	$964	2.9%	$1,058	User Fee
100 or More Elements	Per Report	New	$1,447	$1,447	2.9%	$1,587	User Fee
Building - Structural Inspection and Plan Check							
All New Residential Construction (includes additions)							
Plan Check [1]	Per SF	$2.28	$2.26	$2.26	2.9%	$2.48	User Fee
Permit [1]	Per SF	$2.28	$2.29	$2.29	2.9%	$2.51	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Residential Remodels							
Minor Non-Structural	% of New Residential	40%	40%	40%	n/a	40%	User Fee
Minor with Structural	% of New Residential	50%	50%	50%	n/a	50%	User Fee
Major Non-Structural	% of New Residential	50%	50%	50%	n/a	50%	User Fee
Major with Structural	% of New Residential	60%	60%	60%	n/a	60%	User Fee
Level 1: Less than or equal to 500 S.F.:							
Plan Check	Each	$215	$232	$232	2.9%	$254	User Fee
Permit	Each	$215	$250	$250	2.9%	$274	User Fee
Level 2: 501-1,000 S.F.:							
Plan Check	Each	$323	$349	$349	2.9%	$382	User Fee
Permit	Each	$323	$375	$375	2.9%	$411	User Fee
Level 3: 1,001-1,500 S.F.:							
Plan Check	Each	$538	$581	$581	2.9%	$638	User Fee
Permit	Each	$538	$625	$625	2.9%	$685	User Fee
All Non-Residential (includes commercial)							
Plan Check	Each	$2.56	$0.97	$0.97	2.9%	$1.06	User Fee
Permit	Each	$2.86	$1.73	$1.73	2.9%	$1.90	User Fee
Tenant Improvements (TI)							
< 5,000 SF							
Plan Check	Per SF	$1.42	$0.45	$0.45	2.9%	$0.50	User Fee
Permit	Per SF	$1.41	$0.69	$0.69	2.9%	$0.76	User Fee
> 5,000 SF							
Plan Check	Per SF	$1.71	$0.22	$0.22	2.9%	$0.24	User Fee
Permit	Per SF	$1.71	$0.56	$0.56	2.9%	$0.61	User Fee
Utility and Miscellaneous							
Plan Check	Per SF	$1.05	$0.97	$0.97	2.9%	$1.06	User Fee
Permit	Per SF	$1.99	$2.08	$2.08	2.9%	$2.28	User Fee
Miscellaneous							
Art in Public Places In-lieu Contribution	% of Construction /	1%		1%	n/a	1%	Impact Fee
Building Board of Appeals	Each	$430	$500	$500	2.9%	$548	User Fee
Building Permit Investigation Fee (For Work Without a Permit)	Each	$430	$500	$500	2.9%	$548	User Fee
Certificate Of Occupancy - Temporary	Each	$430	$500	$500	2.9%	$548	User Fee
Document Imaging Fee[2]							
Building Permits	Each	$8	$9	$9	2.9%	$9	User Fee
Environmental Health	Each	$29	$31	$31	2.9%	$34	User Fee
Geology, Coastal Engineering & Wave Uprush Reports	Each	$29	$31	$31	2.9%	$34	User Fee
Septic Approvals	Each	$8	$9	$9	2.9%	$9	User Fee
Emergency Inspection Fee - After Hours	Each	$323	$250	$250	2.9%	$274	User Fee
Foundation Only Administrative Fee	Each	$430	$250	$250	2.9%	$274	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Permit Renewals							
No Inspections	% of Permit Fee	100%	100%	100%	n/a	100%	User Fee
Rough Inspection	% of Permit Fee	50%	50%	50%	n/a	50%	User Fee
Final Inspection	% of Permit Fee	20%	20%	20%	n/a	20%	User Fee
Replacement of Job Card	Each	$20	$20	$20	2.9%	$23	User Fee
School Processing Fee - SMMUSD	Each	$55	$62	$62	2.9%	$69	User Fee
Technology Enhancement	% of Bldg Permit	7.00%	5.12%	5.12%	n/a	5.12%	Surcharge
General Plan Maintenance Fee	% of Valuation	New	0.18%	0.18%	n/a	0.18%	Surcharge
CASp (SB1186) [8]	Each	$4	Set by SB 1186	$4	n/a	$4	
Hauler Permit Annual Fee							
Solid Waste Bin Placement - 0 to 10 Bins	Each	$1,343	$1,792	$1,792	2.9%	$1,965	User Fee
Solid Waste Bin Placement - Over 10 Bins	Per Bin	$90	$163	$163	2.9%	$178	User Fee
Coastal Engineering							
Building Plan Check Stage Review	Each	$870	$870	$870	n/a	$870	User Fee
Complex Project Review	Each	$3,753	$3,749	$3,749	n/a	$3,753	User Fee
Standard Project Review	Each	$1,876	$1,875	$1,875	n/a	$1,876	User Fee
Minor Project Review	Each	$870	$870	$870	n/a	$870	User Fee
Time and Materials Fee	Per Hour	$264	$268	$268	n/a	$264	User Fee
Geology							
Bldg and Grading Plan Rvw (Plans Only) - Following a Plan Approval	Each	$1,179	$1,205	$1,205	n/a	$1,205	User Fee
Commercial/Multi-Family Residential Hydrogeolic Reviews	Each	$5,053	$5,089	$5,089	n/a	$5,089	User Fee
Lot Line Adjust - SFR							
Complex	Each	$5,389	$5,490	$5,490	2.9%	$6,023	User Fee
Standard Guest Houses & Second Units	Each	$3,704	$3,749	$3,749	2.9%	$4,113	User Fee
Onsite Wastewater Treatment Systems Foundation Repairs	Each	$2,527	$2,544	$2,544	2.9%	$2,792	User Fee
Single Family Residence							
Complex	Each	$5,389	$5,490	$5,490	2.9%	$6,023	User Fee
Standard Guest Houses & Second Units	Each	$3,704	$3,749	$3,749	2.9%	$4,113	User Fee
Subdivisions - SFR							
Complex	Per Lot	$5,389	$5,490	$5,490	2.9%	$6,023	User Fee
Standard Guest Houses & Second Units	Per Lot	$3,704	$3,749	$3,749	2.9%	$4,113	User Fee
Miscellaneous							
Swimming Pools	Each	$3,367	$3,348	$3,348	2.9%	$3,673	User Fee
Additions	Each	$3,367	$3,348	$3,348	2.9%	$3,673	User Fee
Remodels	Each	$3,367	$3,348	$3,348	2.9%	$3,673	User Fee
Retaining Walls	Each	$3,367	$3,348	$3,348	2.9%	$3,673	User Fee
Seawalls	Each	$3,367	$3,348	$3,348	2.9%	$3,673	User Fee
Slope Repairs	Each	$3,367	$3,348	$3,348	2.9%	$3,673	User Fee
Miscellaneous Geology Projects	Per Hour	$264	$268	$268	2.9%	$294	User Fee
As-built Geotechnical Report Review	Each	$538	$536	$536	2.9%	$588	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Environmental Health Review Fees							
Non-OWTS Review - Simple							
Planning Phase	Each	$949	$1,071	$1,071	2.9%	$1,175	User Fee
Building Phase	Each	$430	$402	$402	n/a	$402	User Fee
OWTS Repairs							
Septic Tank Replacement	Each	$430	$536	$536	n/a	$536	User Fee
Dispersal Area Replacement	Each	$430	$536	$536	n/a	$536	User Fee
OWTS Review - Complex							
Planning Phase	Each	$2,493	$2,812	$2,812	2.9%	$3,085	User Fee
Building Phase	Each	$1,780	$2,009	$2,009	2.9%	$2,203	User Fee
OWTS Review - Complex Commercial							
Planning Phase	Each	$8,072	$8,000	$8,000	n/a	$8,000	User Fee
Building Phase	Each	$8,000	$8,000	$8,000	n/a	$8,000	User Fee
Env Health - OWTS Reduced Setback Review	Each	$949	$536	$536	2.9%	$588	User Fee
Env Health							
Hourly Review Fee	Each	$239	$268	$268	2.9%	$294	User Fee
Env Health - OWTS As-Built Review Fee	Each	$239	$268	$268	2.9%	$294	User Fee
Certificate Of OWTS Inspection	Each	$280	$402	$402	2.9%	$440	User Fee
OWTS Compliance Agreement	Each	$280	$402	$402	2.9%	$440	User Fee
Environmental Health Program Fees							
Operating Fees							
Residential	Each	$560	$670	$560	2.9%	$614	User Fee
Commercial	Each	$1,116	$1,339	$1,116	2.9%	$1,225	User Fee
Multi-Family	Each	$1,116	$1,339	$1,116	2.9%	$1,225	User Fee
Transfer Fee	Each	$239	$268	$239	2.9%	$262	User Fee
OWTS Practitioner Application Fee:							
Initial Registration	Each	$275	$402	$402	2.9%	$440	User Fee
Renewal Registration	Each	$275	$402	$402	2.9%	$440	User Fee
[1] 2 hour minimum							
[2] Applied when hardcopies provided.							
[3] CASp (Certified Access Specialist) - This fee shall apply as a one-time fee at the time of building permit issuance for commercial properties. The City retains 90% of the fee and remits 10% to the Division of State Architect (DSA) to promote physical accessibility improvements and the CASp program. SB 1186 updated by AB 1379 and AB 2164.							

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
PLANNING DIVISION							
Address Assignment	Each	$323	$435	$435	2.9%	$477	User Fee
Administrative Plan Review[1]							
Level 1 - Revision to Previously Issued APR	Each	1/2 of current fee	$1,129	$1,129	n/a	1/2 of current fee	User Fee
Level 2 - Landscape Only	Each	$396	$1,317	$1,317	2.9%	$1445	User Fee
Level 3 - Landscape and Site Improvements	Each	$860	$2,273	$2,273	2.9%	$2,494	User Fee
Level 4 - APR Minor	Each	$1,590	$3,216	$3,216	2.9%	$3,527	User Fee
Level 5 - APR Major	Each	$4,652	$6,694	$6,694	2.9%	$7,344	User Fee
Level 6 - APR for Major Remodel (<50% of exterior walls)	Each	$7,156	$9,024	$9,024	2.9%	$9,899	User Fee
Appeal Fee	Each	$750	$16,502	$16,502	n/a	$750	User Fee
Archaeology							
Phase 1	Each	$396	$393	$393	2.9%	$431	User Fee
Phase 2	Each	$796	$809	$809	2.9%	$888	User Fee
Consultant Review [2]	Each		Actual Cost + 30%		n/a	Actual Cost +30%	Pass Through
Biology							
Review - Hourly	Per Hour	$215	$258	$215	n/a	$215	Pass Through
After Hours - Hourly	Per Hour	$250	$301	$250	n/a	$250	Pass Through
Site Inspection [3]	Each	$430	$516	$430	n/a	$430	Pass Through
Revisions (includes 1 review) [3]	Each	$430	$516	$430	n/a	$430	Pass Through
Review - CDP (With ESHA) (includes 3 reviews) [3]	Each	$1,720	$2,064	$1,720	n/a	$1,720	Pass Through
Review - CDP (Without ESHA) (includes 2 reviews) [3]	Each	$860	$1,032	$860	n/a	$860	Pass Through
CDP for OWTS Only (includes 1 review) [3]	Each	$323	$387	$323	n/a	$323	Pass Through
APR with Development (without landscaping) (includes 1 review) [3]	Each	$430	$516	$430	n/a	$430	Pass Through
APR with Development (with landscaping) (includes 2 reviews) [3]	Each	$860	$1,032	$860	n/a	$860	Pass Through
APR Landscaping Only (includes 2 reviews) [3]	Each	$645	$774	$645	n/a	$645	Pass Through
Categorical Exemption [4]	Each	$75	$130	$130	n/a	$25	User Fee
Certificate of Compliance Planning Review	Each	$1,491	$1,780	$1,780	2.9%	$1,952	User Fee
Change of Ownership/Occupancy	Each	$200	$247	$247	2.9%	$271	User Fee
Coastal Development Permit							
Level 1 - OWTS Only; Foundation Only; Emergency Permit Only [5]	Each	$994	$5,076	$5,076	2.9%	$5,569	User Fee
Level 2 - Water Wells; Lot Merger With No Development [5]	Each	$6,965	$7,083	$7,083	2.9%	$7,769	User Fee
Level 3 - Accessory Structures; 2nd Units; Additions; Lot Line Adjustments with No Development [5]	Each	$10,146	$12,074	$12,074	2.9%	$13,244	User Fee
Level 4 - NSFR; Remodel Non-Conforming Structures [5]	Each	$11,579	$20,248	$20,248	2.9%	$22,211	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Level 5 - Development with Lot Line Adjustment; Tentative Parcel Map With No Development [5]	Each	$17,981	$23,727	$23,727	2.9%	$26,028	User Fee
Level 6 - Tentative Parcel Map with Development [5]	Each	$23,266	$29,090	$29,090	2.9%	$31,910	User Fee
Level 7 - Multi-Family or Commercial; Tentative Tract Map With or Without Development: [5]							
Per Hour	Per Hour	$200	$174	$174	2.9%	$191	User Fee
Deposit	Deposit	$20,000	$20,000	$20,000	n/a	$20,000	Deposit
Level 8 - Amendments to City-issued CDP	Each	1/2 of current fee			n/a	1/2 of current fee	User Fee
Level 9 - De-minimis Waiver Fee (DMW)							
a. OWTS	Each	$994	$5,849	$5,849	2.9%	$6,416	User Fee
b. Driveway Improvements	Each	$994	$5,849	$5,849	2.9%	$6,416	User Fee
Code Enforcement Review							
Code Violation - Hourly	Per Hour	$200	$159	$159	2.9%	$175	User Fee
After-the-Fact Planning Review - Minor [6]	Each	$1,798	$1,968	$1,968	2.9%	$2,159	User Fee
After-the-Fact Planning Review - Major [7]	Each	$2,996	$5,456	$5,456	2.9%	$5,985	User Fee
Commercial Cannabis Permit							
New Cannabis Dispensary and/or Compliance Review	Each	$4,652	$8,822	$8,822	2.9%	$9,678	User Fee
Commercial Cannabis Regulatory Permit	Each	$798	$1,064	$1,064	2.9%	$1,167	User Fee
Conditional Use Permit							
CUP - Formula Retail (Full Recovery Cost)	Each	NEW	$8,822	$8,822	2.9%	$9,678	
CUP - Non-Formula Retail (Half Recovery Cost)	Each	NEW	$8,822	$8,822	2.9%	$9,678	
Existing Non-Conforming Use / No Change	Each	$1,988	$4,474	$4,474	2.9%	$4,907	User Fee
New/Transferred Liquor License	Each	$4,652	$5,343	$5,343	2.9%	$5,861	User Fee
Conditional Use Permit Compliance & Reporting	Each	$200	$3,847	$3,847	2.9%	$4,219	User Fee
All Others [8]	Each	$3,977	$8,822	$8,822	2.9%	$9,678	User Fee
Department of Fish and Wildlife Fee [9]	Each	set by DFW			n/a	set by DHW	Pass Through
Demolition Permit	Each	$396	$590	$590	2.9%	$647	User Fee
Determination of Commencement of Construction	Each	New	$1,905	$1,905	2.9%	$2,090	User Fee
Determination Of Use							
Director	Each	$796	$2,370	$2,370	2.9%	$2,600	User Fee
Planning Commission	Each	$6,560	$11,266	$11,266	2.9%	$12,358	User Fee
Environmental Impact Report [10]	Each	Actual Cost + 30%			n/a	Actual Cost + 30%	Pass Through
Environmental Review Board Analysis	Each	$3,181	$4,231	$4,231	2.9%	$4,642	User Fee
Environmental Site Assessment Review Fee [10]	Each	Actual Cost + 30%			n/a	Actual Cost +30%	Pass Through
Event Permits							
Special Event Permit - Minor (Less than 100 ppl)	Each	$124	$421	$421	2.9%	$461	User Fee
Special Event Permit - Major (All Other Events)	Each	$124	$2,297	$2,297	2.9%	$2,520	User Fee
Commercial (Temporary Use Permit)	Each	$821	$3,045	$3,045	2.9%	$3,341	User Fee
Commercial (Temporary Use Permit - Non-Profit)	Each	$342	$977	$977	2.9%	$1,071	User Fee
Commercial (Temporary Use Permit with CDP)	Per Hour	NEW	$3,045	$3,045	2.9%	$3,341	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Road Race (Temporary Use Permit) [11]	Each	$1,988	$6,333	$6,333	2.9%	$6,948	User Fee
Initial Study							
Prepared By Consultant [10]	Each		Actual Cost + 30%		n/a	Actual Cost +30%	Pass Through
Prepared By Staff: [10]							
Per Hour	Per Hour	$200	$174	$174	2.9%	$191	User Fee
Deposit	Deposit	$15,000	$15,000	$15,000	n/a	$15,000	Deposit
Joint Use Parking Agreement	Each	$2,386	$7,442	$7,442	2.9%	$8,164	User Fee
Minor Modification	Each	$1,192	$3,963	$3,963	2.9%	$4,348	User Fee
Mitigation Monitoring and Reporting Program	Per Hour	$200	$174	$174	2.9%	$191	User Fee
Neighborhood Standards Review	Each	$6,123	$10,151	$10,151	2.9%	$11,135	User Fee
Outdoor Lighting Review							
Residential Minor	Each	$200	$1,015	$1,015	2.9%	$1,114	User Fee
Residential Major (3 or more structures)	Each	$200	$1,297	$1,297	2.9%	$1,423	User Fee
Commercial Minor (Tenant Spaces)	Each	$597	$1,015	$1,015	2.9%	$1,114	User Fee
Commercial Major	Each	$1,590	$3,624	$3,624	2.9%	$3,976	User Fee
Deviation	Each	$2,981	$8,040	$8,040	2.9%	$8,820	User Fee
Consultant Review	Each		Actual Cost		n/a	Actual Cost	Pass Through
Over the Counter Permit							
Level I	Each	$200	$407	$407	2.9%	$447	User Fee
Level II	Each	$397	$581	$581	2.9%	$637	User Fee
Planning Clearance							
Regular	Each	$396	$1,499	$1,499	2.9%	$1,644	User Fee
Formula Retail	Each	$3,996	$5,994	$5,994	2.9%	$6,575	User Fee
Planning Verification	Each	$200	$2,370	$2,370	2.9%	$2,600	User Fee
Plan Review							
Prior to Planning Conformance/Approval:							
CDP - Resubmittal of Plans [12]	Each	$1,192	$1,901	$1,901	2.9%	$2,086	User Fee
APR - Resubmittal of Plans [13]	Each	$596	$1,258	$1,258	2.9%	$1,380	User Fee
After Planning Conformance/Approval:							
Substantial Conformance - Minor	Each	$393	$910	$910	2.9%	$998	User Fee
Substantial Conformance - Major	Each	$1,192	$2,370	$2,370	2.9%	$2,600	User Fee
Final Planning Approval "red stamp"	Each	$448	$494	$494	2.9%	$541	User Fee
Public Notice (includes costs for staff and materials)							
Mailer	Each	$342	$160	$160	2.9%	$175	User Fee
Newspaper Legal Notice	Each	$329	$368	$368	2.9%	$404	User Fee
Quarter Page	Each	$421	$354	$354	2.9%	$388	User Fee
Mailing Data	Each		Direct Cost		n/a	Direct Costs	Pass Through
Rebuild Development Permit	Each	NEW	$3,216	$3,216	2.9%	$3,527	User Fee
Short Term Rental Permit [14]	Each	$495	$339	$339	2.9%	$372	User Fee

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Sign Permit							
Individual Sign - Non-Formula Retail	Each	$248	$750	$750	2.9%	$823	User Fee
Individual Sign - Formula Retail	Each	NEW	$750	$750	2.9%	$823	User Fee
Master Program	Each	$2,386	$5,848	$5,848	2.9%	$6,415	User Fee
Temporary	Each	$48	$455	$455	2.9%	$499	User Fee
Site Inspection	Each	$300	$435	$435	2.9%	$477	User Fee
Site Plan Review							
Height	Each	$3,499	$7,418	$7,418	2.9%	$8,137	User Fee
All Other Requests	Each	$2,981	$3,940	$3,940	2.9%	$4,322	User Fee
Solar Panels							
Roof-Mounted Large Commercial	Each	$124	$334	$334	2.9%	$366	User Fee
Ground-Mounted	Each	$200	$595	$595	2.9%	$652	User Fee
Stringline Modification	Each	$3,380	$4,036	$4,036	2.9%	$4,427	User Fee
Temporary Housing Permit	Each	New	$542	$542	2.9%	$594	
Time Extension							
Director	Each	$596	$660	$660	2.9%	$723	User Fee
Planning Commission	Each	NEW	$2,371	$2,371	2.9%	$2,600	User Fee
Variance	Each	$3,578	$7,515	$7,515	2.9%	$8,243	User Fee
View Preservation Permit							
Primary View Determination	Each	$396	$890	$890	2.9%	$977	User Fee
View Preservation Permit - Planning Director	Each	$396	$4,230	$4,230	2.9%	$4,641	User Fee
View Preservation Permit - Planning Commission	Each	$1,693	$6,212	$6,212	2.9%	$6,814	User Fee
Wireless Communication Facilities							
Level 1 - Waiver from Wireless Design Standards	Each	$808	$943	$943	2.9%	$1,034	User Fee
Level 2 - Upgrade Existing Facilities	Each	$1,574	$3,551	$3,551	2.9%	$3,896	User Fee
Level 3 - Type 1 Wireless Permit (WP) or WP Right-of- Way Permit (WRP)	Each	$3,845	$14,302	$14,302	2.9%	$15,688	User Fee
Level 4 - WP Type 2	Each	$6,966	$14,302	$14,302	2.9%	$15,688	User Fee
Level 5 - WP or WRP with CDP	Each	$7,245	$9,157	$9,157	2.9%	$10,046	User Fee
Consultant Conformance Review/Compliance	Each		Actual Cost + 30%		n/a	Actual Cost +30%	Pass Through
Post-Approval Compliance (Staff) [15]	Each	$716	$1,812	$1,812	2.9%	$1,988	User Fee
Vehicle Impact Protection Device Application	Each	$597	$595	$595	2.9%	$652	User Fee
Zoning Verification Letter	Each	$200	$210	$210	2.9%	$232	User Fee
Development Agreement; General Plan Amendment; Local Coastal Program Amendment; Specific Plan; Zoning Amendment [16]							
Per Hour	Per Hour	$200	$174	$174	2.9%	$191	User Fee
Deposit	Deposit	$20,000	$20,000	$20,000	n/a	$20,000	Deposit
All Other Planning Services [16]	Per Hour	$200	$174	$174	2.9%	$191	User Fee
Planning Consultant Services	Each		Actual Cost		n/a	Actual Cost	Pass Through

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
[1] Administrative plan review fee includes 2 incomplete letters; 1 site visit; 1 final inspection; coastal development permit exemption; "green stamp" and "red stamp."							
[2] The City shall bill hourly for services performed by in-house staff. For services performed by outside consultants/service providers, the City shall bill for actual cost incurred, plus 30%.							
[3] Biology fees, bill hourly after base fee is expended. Site inspections are not included with fee.							
[4] Fee set by Office of Los Angeles County Recorder.							
[5] Coastal development permit fee includes 3 incomplete letters; 2 site visits, not including final inspection; 2 Planning Commission hearings; and "green stamp." If required, lot merger processing is included in fee.							
[6] This fee applies when development or work has been completed without the required permits or planning approvals. It covers planning staff time to review the existing work and determine compliance with City regulations when a minor planning review is required (e.g., Over-the-Counter application).							
[7] This fee applies when development or work has been completed without the required permits or planning approvals. It covers planning staff time to review the existing work and determine compliance with City regulations when APRs, CDPs, CUPs, etc. is required to remedy the violation.							
[8] Current Fee FY 23-24 - This fee shall be billed on hourly basis							
[9] Fee set by California Department of Fish and Wildlife.							
[10] Fee covers direct cost to prepare report and/or study plus Planning staff time to manage report and/or study only. All entitlement fees and City Specialist fees to be paid separately.							
[11] City Specialist fees apply.							
[12] Should a CDP application exceed three submittals, this fee shall apply for each additional submittal.							
[13] Should an APR application exceed two submittals, this fee shall apply for each additional submittal.							
[14] Ordinance No. 468							
[15] Consultant fee charged separately.							
[16] For service requests not identified in this Schedule of Fees, the Planning Director or his/her designee shall determine the appropriate fee based on the prevailing hourly rate for staff time involved in the service or activity. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of outside service providers required to process the specific application or service, plus 30%.							
PUBLIC WORKS							
Land Development Permits (including Revisions)	Per Hour	$254	$326	$326	2.9%	$357	User Fee
Banner Hanging Permit	Flat Fee	$380	$489	$489	2.9%	$536	User Fee
Detention Devices	Each	$1,273	$1,629	$1,629	2.9%	$1,786	User Fee
Electric Vehicle Charging Station Usage							
0-3 hours	Per kWh	$0.50		$0.50	n/a	$0.50	User Fee
each additional hour or portion thereof	Per Hour	$3.00		$3.00	n/a	$3.00	User Fee
Grading and Drainage Inspection	Per Hour	New	$326	$326	2.9%	$357	User Fee
Miscellaneous Fee	Per Hour	$254	$326	$326	2.9%	$357	User Fee
Oversized							
Oversized Transportation Permit [1]	Flat Fee	$16		$16	n/a	$16	Cal. Code Regs. tit. 21 § 1411.3 (a)
Oversized Vehicle Permit	Flat Fee	$32		$90	2.9%	$99	Cal. Code Regs. tit. 21 § 1411.3 (a)
Over-the-Counter Plan Review	Per Hour	$254	$326	$326	2.9%	$357	User Fee
Plans and Specifications [2]	Flat Fee	Cost of Materials & Shipping			n/a	Cost of Materials & Shipping	Pass Through

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Preferential Parking Permits							
Residential	Flat Fee	$32	$43	$43	2.9%	$47	User Fee
Replacement of lost permit	Flat Fee	$24	$33	$33	n/a	$33	User Fee
Sidewalk Vending Permit	Flat Fee	$32	$43	$43	2.9%	$47	User Fee
Special Events Permit	Flat Fee	$380	$489	$489	2.9%	$536	User Fee
Street Name Change	Flat Fee	$1,271	$1,629	$1,629	2.9%	$1,786	User Fee
Street Improvements	Per Hour	$254	$326	$326	2.9%	$357	User Fee
Encroachment Permit							
Annual Blanket Permit	Flat Fee	$408	$652	$652	2.9%	$715	User Fee
Per project with 0 - 100 SF of land disturbance, including maintenanc	Flat Fee	$914	$1,792	$1,792	2.9%	$1,965	User Fee
Per project with more than 100 SF of land disturbance, including mai	Flat Fee	$1,169	$2,118	$2,118	2.9%	$2,323	User Fee
Trenching / Boring [3]	Flat Fee	$534	$1,222	$1,222	2.9%	$1,340	User Fee
Utility pole placement, replacement; equipment placement, replacem	Flat Fee	$534	$1,222	$1,222	2.9%	$1,340	User Fee
Driveways	Flat Fee	$660	$896	$896	2.9%	$983	User Fee
Temporary							
Dumpsters	Flat Fee	$380	$489	$489	2.9%	$536	User Fee
Moving Container	Flat Fee	$534	$733	$733	2.9%	$804	User Fee
Staging	Flat Fee	$534	$733	$733	2.9%	$804	User Fee
Tree Trimming and Removal	Flat Fee	$534	$733	$733	2.9%	$804	User Fee
Trenching / Boring [3]	Flat Fee	$914	$1,222	$1,222	2.9%	$1,340	User Fee
Filming on City Streets							
Minor	Flat Fee	$534	$733	$733	2.9%	$804	User Fee
Major	Flat Fee	$705	$1,140	$1,140	2.9%	$1,251	User Fee
All Others	Per Hour	$254	$326	$326	2.9%	$357	User Fee
[1] Set to match State of California fee.							
[2] Fee determined based on cost of materials and shipping, if applicable. Currently, typical amounts range from $20 - $45 per project.							
[3] Fee applies for projects with up to 100 LF of land disturbance. Projects in excess of 100 LF will be billed hourly.							
RECREATION AND FACILITY USE FEES							
Administrative and Staffing Fees							
Attendant Fee							
Full-Time Staff	Per Hour	$48	$111	$111	2.9%	$122	User Fee
Part-Time Staff	Per Hour	$26	$74	$74	2.9%	$81	User Fee
Audio Technician	Per Hour	$89	$111	$111	2.9%	$122	User Fee
Audio Visual Fee	Per Use	$36	$77	$77	2.9%	$83	User Fee
Custodian (if necessary)	Per Event	$413	$403	$403	2.9%	$441	User Fee
Table Linen Rental and Cleaning	Per Piece	$30	$30	$30	2.9%	$33	User Fee
Security	Per Hour; Per Guard	$68	$64	$64	2.9%	$70	User Fee
Late Processing Fee (Less Than 14 Days)	Flat Fee	$100	$100	$100	n/a	$100	Penalty
Pre Event Set-Up/Post Event Clean-Up	Deposit	$50	$50	$50	n/a	$50	Deposit

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Refundable Security/Cleaning Deposit	Deposit	Based upon application; cashed prior to event			n/a	Based upon application; cashed prior to event	Deposit
Fee for Events With Attendance of							
150-500 people:							
Application Fee	Per Event	$200	$234	$234	n/a	$234	User Fee
Processing Fee	Per Event	$200	$1,706	$1,000	n/a	$1,000	User Fee
501--1,000 people:							
Application Fee	Per Event	$500	$234	$234	n/a	$234	User Fee
Processing Fee	Per Event	$500	$5,685	$2,000	n/a	$2,000	User Fee
1,001 people and over:							
Application Fee	Per Event	$500	$234	$234	n/a	$234	User Fee
Processing Fee	Per Event	$500	$11,371	$4,000	n/a	$4,000	User Fee
Ioki Lot Clearance	Per Event	$5,000	$5,977	$5,977	n/a	$5,977	User Fee
City Hall							
City Hall / Bluffs Park - Individual Parking Spaces							
Group 1	Per Space; Per Day	$14	$40	$15	2.9%	$16	Market Rate
Group 2	Per Space; Per Day	$14	$40	$15	2.9%	$16	Market Rate
Group 3	Per Space; Per Day	$14	$40	$15	2.9%	$16	Market Rate
Sign Removal Fee	Per Sign	$30	$27	$27	n/a	$27	Market Rate
City Hall - Multi-Purpose Room							
Group 1	Per Hour	$86	$202	$84	2.9%	$93	Market Rate
Group 2	Per Hour	$139	$202	$136	2.9%	$148	Market Rate
Group 3	Per Hour	$207	$202	$202	2.9%	$221	Market Rate
City Hall - Senior Center							
Group 1	Per Hour	$86	$221	$92	2.9%	$101	Market Rate
Group 2	Per Hour	$139	$221	$148	2.9%	$163	Market Rate
Group 3	Per Hour	$207	$221	$221	2.9%	$242	Market Rate
City Hall - Multi-Purpose Room & Senior Center							
Group 1	Per Hour	$139	$393	$165	2.9%	$180	Market Rate
Group 2	Per Hour	$222	$393	$263	2.9%	$288	Market Rate
Group 3	Per Hour	$332	$393	$393	2.9%	$431	Market Rate
City Hall - Conference Room							
Group 1							
2 Hours	Per 2 Hours	$40	$147	$73	2.9%	$79	Market Rate
Each Additional Hour	Per Hour	$40	$87	$43	2.9%	$47	Market Rate
Group 2							
2 Hours	Per 2 Hours	$55	$147	$100	2.9%	$109	Market Rate
Each Additional Hour	Per Hour	$55	$87	$59	2.9%	$65	Market Rate
Group 3							
2 Hours	Per 2 Hours	$81	$147	$147	2.9%	$162	Market Rate
Each Additional Hour	Per Hour	$81	$87	$87	2.9%	$96	Market Rate

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
City Hall - Malibu Civic Theater							
Group 1							
1 Hour	Per Hour	$173	$916	$381	2.9%	$418	Market Rate
4 Hours	Per 4 Hours	$430	$3,662	$1,523	2.9%	$1,671	Market Rate
Half Day (8 Hours)	Per 8 Hours	$691	$7,325	$3,046	2.9%	$3,342	Market Rate
Full Day (16 Hours)	Per 16 hours	$1,088	$14,649	$6,092	2.9%	$6,682	Market Rate
Group 2							
1 Hour	Per Hour	$275	$916	$605	2.9%	$664	Market Rate
4 Hours	Per 4 Hours	$693	$3,662	$2,421	2.9%	$2,656	Market Rate
Half Day (8 Hours)	Per 8 Hours	$1,107	$7,325	$4,842	2.9%	$5,312	Market Rate
Full Day (16 Hours)	Per 16 hours	$1,740	$14,649	$9,684	2.9%	$10,622	Market Rate
Group 3							
1 Hour	Per Hour	$416	$916	$916	2.9%	$1,004	Market Rate
4 Hours	Per 4 Hours	$1,037	$3,662	$3,662	2.9%	$4,017	Market Rate
Half Day (8 Hours)	Per 8 Hours	$1,658	$7,325	$7,325	2.9%	$8,035	Market Rate
Full Day (16 Hours)	Per 16 hours	$2,612	$14,649	$14,649	2.9%	$16,070	Market Rate
Heathercliff Property							
Group 1							
4 Hours	Per 4 Hours	$706	$2,230	$706	2.9%	$775	Market Rate
Half Day (12 Hours)	Per 12 Hours	$1,591	$2,912	$1,591	2.9%	$1,745	Market Rate
Each Additional Hour	Per Hour	$150	$281	$150	2.9%	$165	Market Rate
Full Day (24 Hours)	Per 24 hours	$2,122	$4,277	$2,122	2.9%	$2,328	Market Rate
Group 2							
4 Hours	Per 4 Hours	$1,178	$2,230	$1,178	2.9%	$1,292	Market Rate
Half Day (12 Hours)	Per 12 Hours	$2,653	$2,912	$2,653	2.9%	$2,910	Market Rate
Each Additional Hour	Per Hour	$250	$281	$250	2.9%	$275	Market Rate
Full Day (24 Hours)	Per 24 hours	$3,537	$4,277	$3,537	2.9%	$3,879	Market Rate
Group 3							
4 Hours	Per 4 Hours	$1,650	$2,230	$1,650	2.9%	$1,810	Market Rate
Half Day (12 Hours)	Per 12 Hours	$3,713	$2,912	$2,912	2.9%	$3,194	Market Rate
Each Additional Hour	Per Hour	$350	$281	$350	2.9%	$384	Market Rate
Full Day (24 Hours)	Per 24 hours	$4,951	$4,277	$4,951	2.9%	$5,431	Market Rate
Ioki Property							
Group I							
4 Hours	Per 4 Hours	$706	$1,203	$706	2.9%	$775	Market Rate
Half Day (12 Hours)	Per 12 Hours	$1,591	$1,885	$1,591	2.9%	$1,745	Market Rate
Each Additional Hour	Per Hour	$150	$195	$150	2.9%	$165	Market Rate
Full Day (24 Hours)	Per 24 hours	$2,122	$3,249	$2,122	2.9%	$2,328	Market Rate
Group 2							
4 Hours	Per 4 Hours	$1,178	$1,203	$1,178	2.9%	$1,292	Market Rate
Half Day (12 Hours)	Per 12 Hours	$2,653	$1,885	$1,885	2.9%	$2,067	Market Rate
Each Additional Hour	Per Hour	$250	$195	$195	2.9%	$214	Market Rate

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Full Day (24 Hours)	Per 24 hours	$3,537	$3,249	$3,249	2.9%	$3,563	Market Rate
Group 3							
4 Hours	Per 4 Hours	$1,650	$1,203	$1,203	2.9%	$1,320	Market Rate
Half Day (12 Hours)	Per 12 Hours	$3,713	$1,885	$1,885	2.9%	$2,067	Market Rate
Each Additional Hour	Per Hour	$350	$195	$195	2.9%	$214	Market Rate
Full Day (24 Hours)	Per 24 hours	$4,951	$3,249	$3,249	2.9%	$3,563	Market Rate
Community Center (Michael Landon Center)							
Community Center Indoor							
Group 1	Per Hour	$82	$188	$77	2.9%	$84	Market Rate
Group 2	Per Hour	$133	$188	$125	2.9%	$138	Market Rate
Group 3	Per Hour	$200	$188	$188	2.9%	$207	Market Rate
Community Center Outdoor Event							
Group 1	Per Hour	$126	$5,972	$148	2.9%	$163	Market Rate
Group 2	Per Hour	$200	$5,972	$235	2.9%	$258	Market Rate
Group 3	Per Hour	$298	$5,972	$350	2.9%	$384	Market Rate
Community Center Indoor And Outdoor							
Group 1	Per Hour	$166	$6,100	$231	2.9%	$253	Market Rate
Group 2	Per Hour	$266	$6,100	$370	2.9%	$406	Market Rate
Group 3	Per Hour	$395	$6,100	$550	2.9%	$604	Market Rate
Public Meeting Room							
Group 1	Per 2 Hours	$40	$87	$43	2.9%	$47	Market Rate
Group 2	Per 2 Hours	$56	$87	$60	2.9%	$66	Market Rate
Group 3	Per 2 Hours	$81	$87	$87	2.9%	$96	Market Rate
Other Recreation Facility Rental Fees							
Picnic Area							
Group 1	Per 4 Hours	$90	$125	$90	2.9%	$99	Market Rate
Group 2	Per 4 Hours	$132	$125	$125	2.9%	$137	Market Rate
Group 3	Per 4 Hours	$200	$171	$171	2.9%	$187	Market Rate
Sports Field							
Full Field							
Group 1	Per 2 Hours	$39	$125	$37	2.9%	$40	Market Rate
Group 2	Per 2 Hours	$60	$125	$56	2.9%	$62	Market Rate
Group 3	Per 2 Hours	$91	$85	$85	2.9%	$94	Market Rate
Half Field							
Group 1	Per 2 Hours	$25	$500	$21	2.9%	$24	Market Rate
Group 2	Per 2 Hours	$35	$500	$30	2.9%	$33	Market Rate
Group 3	Per 2 Hours	$50	$62	$43	2.9%	$46	Market Rate
Batting Cage							
Group 1	Per 2 Hours	$20	$31	$16	2.9%	$16	Market Rate
Group 2	Per 2 Hours	$30	$31	$24	2.9%	$26	Market Rate
Group 3	Per 2 Hours	$40	$31	$31	2.9%	$35	Market Rate

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Equestrian Park Arena							
Group 1	Per Hour / Per Arena	New	$103	$52	2.9%	$27	Market Rate
Group 2	Per Hour / Per Arena	New	$103	$77	2.9%	$40	Market Rate
Group 3	Per Hour / Per Arena	New	$103	$103	2.9%	$53	Market Rate
Skate Park							
Group 1	Per Hour / Per Arena	New	$0	$0	2.9%	$253	Market Rate
Group 2	Per Hour / Per Arena	New	$0	$0	2.9%	$406	Market Rate
Group 3	Per Hour / Per Arena	New	$0	$0	2.9%	$604	Market Rate
Parkland Development Fee [h]							
Single Family Dwelling	Each	$4,968		$5,137	2.9%	$5,636	Development Impact Fee
Attached MF < 5 units	Each	$4,240		$4,384	2.9%	$4,810	Development Impact Fee
Attached MF >= 5 units	Each	$3,159		$3,266	2.9%	$3,583	Development Impact Fee
Duplex, Triplex, Quad	Each	$3,938		$4,072	2.9%	$4,467	Development Impact Fee
Mobile Home Space	Each	$2,857		$2,954	2.9%	$3,240	Development Impact Fee
Filming Fees							
Motion Application:							
Up to 10 People	Each	$181		$187	2.9%	$205	Pass Through
10 - 25 People	Each	$474		$490	2.9%	$538	Pass Through
Over 25 People	Each	$1,073		$1,109	2.9%	$1,217	Pass Through
Motion Permit (Per Day):							
Up to 10 People	Per Day	$219		$226	2.9%	$248	Pass Through
10 or More People	Per Day	$437		$452	2.9%	$495	Pass Through
B-Roll Motion Permit (Per Day):							
Up to 10 People	Per Day	$219		$226	2.9%	$248	Pass Through
10 or More People	Per Day	$437		$452	2.9%	$495	Pass Through
Motion Cancellation	Each	$437		$452	2.9%	$495	Pass Through
Motion Revisions:							
Minor Revisions	Each	$181		$187	2.9%	$205	Pass Through
Substantial Revisions	Each	$290		$300	2.9%	$329	Pass Through
Penalty	Each		Double App Fee		n/a	Double App Fee	Penalty
Parking On Street/Right-of-Way:							
Up to 60 Vehicles	Per Day	$357		$369	2.9%	$405	Pass Through
Over 60 Vehicles	Per Day	$717		$741	2.9%	$813	Pass Through
Removal of Production Signs	Per Sign	$80		$83	2.9%	$92	Pass Through
Still Shoot Application:							
Up to 25 People	Each	$181		$187	2.9%	$205	Pass Through

Fee Name	Unit	Current Fee	Total Cost	Study Recommended Fee	CPI 26-27	Proposed FY 2026-27 Fees	Fee Type
Over 25 People	Each	$474		$490	2.9%	$538	Pass Through
Still Shoot Permit (Per Day):							
Up to 10 People	Per Day	$76		$79	2.9%	$87	Pass Through
10 - 25 People	Per Day	$219		$226	2.9%	$248	Pass Through
Over 25 People	Per Day	$437		$452	2.9%	$495	Pass Through
Still Shoot Cancellation	Each	$181		$187	2.9%	$205	Pass Through
Still Shoot Revisions:							
Minor Revisions	Each	$89		$92	2.9%	$101	Pass Through
Substantial Revisions	Each	$144		$149	2.9%	$164	Pass Through
Use of City Property - Filming:							
Up to 30 People							
Up to 6 hours	Each	$2,149		$2,222	2.9%	$2,438	Pass Through
Each Additional Hour	Per Hour	$357		$369	2.9%	$405	Pass Through
Over 30 People							
Up to 6 hours	Each	$3,222		$3,332	2.9%	$3,655	Pass Through
Each Additional Hour	Per Hour	$538		$556	2.9%	$610	Pass Through
Use of City Property - Still Shoot:							
Up to 10 People	Per Hour	$179		$185	2.9%	$203	Pass Through
Over 10 People	Per Hour	$217		$224	2.9%	$246	Pass Through
Monitor Fee:							
0 - 8 Hours	Per Hour	$80		$83	2.9%	$92	Pass Through
8 - 12 Hours	Per Hour	$122		$126	2.9%	$138	Pass Through
Over 12 Hours	Per Hour	$161		$166	2.9%	$182	Pass Through
Filming on City Streets or Right of Way	Per Day	$717		$741	2.9%	$813	Pass Through
Community Signature Processing Fee	Each	$718		$742	2.9%	$814	Pass Through
Drone Usage Fee	Each	$718		$742	2.9%	$814	Pass Through
Fire District Permit Convenience Fee	Per Dollar	$0.10		$0.10	n/a	$0.10	Pass Through
Late Processing Fee	Each	$181		$187	n/a	$187	Penalty

[1] Resolution No. 91-67.

NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL

The Malibu City Council will hold a public hearing on **MONDAY, July 13, 2026, at 5:30 p.m. on the item listed below in the Council Chambers at Malibu City Hall, located at 23825 Stuart Ranch Road, Malibu, CA.**

Public comment can be submitted ahead of the public hearing to citycouncil@malibucity.org for inclusion in the public record. To participate during the public hearing, please review the meeting agenda posted at MalibuCity.org/AgendaCenter and follow the directions for public participation.

FY 2026-27 SCHEDULE OF FEES

IF YOU CHALLENGE THE CITY COUNCIL'S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR OTHERWISE HELD BY THE CITY, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, EITHER AT OR PRIOR TO THE PUBLIC HEARING.

If there are any questions regarding this notice, please contact Renée Neermann, Financial Controller, at (310) 456-2489, ext. 222. Copies of all related documents can be reviewed by any interested person at City Hall during regular business hours. Oral and written comments may be presented to the City Council on, or before, the date of the meeting.

Renée Neermann, Financial Controller

Publish Date: July 2, 2026 and July 9, 2026

City Council Meeting
07-13-26
Item 5.B.

Council Agenda Report

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

Prepared by: Tatiana Holden, Assistant Public Works Director/City Engineer

Reviewed by: Christopher Smith, Assistant City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 15, 2026 Meeting date: July 13, 2026

Subject: Approval of Use and Reallocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2026-2027

RECOMMENDED ACTION: 1) Conduct a public hearing; and 2) Adopt Resolution No. 26-51 authorizing and approving the use of $7,824 in Community Development Block Grant (CDBG) funds for Public Services, canceling CDBG funding of $275,752 for the Malibu Community Labor Exchange (MCLE) Center Project No. 602478-22 to transfer the funding to the Malibu Bluffs Park Snack Shack, approving the use of an additional $19,248 in unallocated funding for the Malibu Bluffs Park Snack Shack for a total of $295,000 for the project, and 3) Adopt Resolution No. 26-52 approving participation in the Los Angeles Urban County Community Block Grant Program by authorizing the Mayor, or his/her designee, to sign a cooperative agreement with the County of Los Angeles for Fiscal Years 2027-2029.

FISCAL IMPACT: The City anticipates receiving a total allocation of CDBG funding for FY 2026-27 of $52,163. This allocation amount is an estimate provided by Los Angeles County Development Authority (CDA) and may fluctuate by +/- 2%. Of that amount, $7,824 or 15% is available for public service programs within the community. The remaining $44,339 is available for other CDBG projects. In addition, the City has previously committed funding of $275,752 and has unallocated CDBG Fund balance from prior fiscal years in the amount of $19,248.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan: Goal 7: Explore New Opportunities for Educational, Cultural, and Recreational Establishment.

DISCUSSION: Following Council's direction to defund the permanent trailer for the Malibu Community Labor Exchange (MCLE), staff engaged with staff at the Los Angeles Urban County Community Development Block Grant (CDBG) Program on opportunities to reprogram those dollars before they expire. Through that dialog, staff identified that CDBG funds would be eligible to support Americans with Disabilities Act (ADA) elements of the Bluffs Park and Snack Shack project. Staff now come before Council to officially cancel the planned funding for the MCLE trailer project and reallocate it for the Bluffs Park Snack Shack project. This would further relieve the General Fund of $295,000 of project costs.

The City has long participated in the LA County CDBG program and historically has the City has awarded the maximum public services funds to the Malibu Community Labor Exchange (MCLE) to operate a day labor program assisting low-to-moderate income individuals with workforce placement. In January of 2014, the Council adopted Resolution No. 14-70 authorizing CDBG capital funds to be used to purchase and install a permanent office trailer for MCLE on the County property in the City's Civic Center. A total of $275,752 CDBG funds had been committed to the project.

Following a public bid which returned higher than anticipated project costs, Council directed staff to reject all bids in January 2026. Council subsequently directed staff to defund the capital project as part of the FY 2026-27 budget process. Existing CDBG capital funds previously allocated to the project will expire on June 30, 2026, unless staff identified another eligible Capital Improvement Project (CIP) for the reallocated funds.

In February 2026, Council approved the preliminary design for the Malibu Bluffs Park Snack Shack and Park Enhancement Project. During project development, staff and the Parks and Recreation Commission identified significant ADA accessibility improvements necessary to provide accessible routes, ramps, sidewalks, parking access, and connections to public facilities within the park. These improvements are eligible uses of CDBG funding as public facility improvements towards Americans with Disabilities Act (ADA) compliance.

Staff recommend reallocating the $275,752 of CDBG funds currently committed for the MCLE Permanent Trailer Project (CDBG Project No. 602478-22) to the Malibu Bluffs Park Snack Shack and Storage Enhancement Project. Staff also recommend allocating $19,248 in previously unallocated CDBG funds to the project.

In addition to the reallocated funds, the City is projected to receive $52,163 in FY 2026-27. CDA guidelines stipulate that only 15% ($7,824) of the annual CDBG allocation can be allocated to public services programs and the remaining funds must be spent on eligible capital projects.

In summary, the proposed CDBG funding use for FY 2026-2027 is summarized as follows:

- Public Services: $7,824
- Malibu Bluffs Park Snack Shack and Park Enhancement Project: $295,000
    - Transfer from MCLE project: $275,752
    - Unallocated CDBG funds: $19,248

The proposed allocations comply with CDA CDBG requirements and allow the City to utilize available grant funding on an eligible capital improvement project for ADA compliance that is expected to proceed within the applicable expenditure period.

In addition to the reallocation of CDBG funds, participating jurisdictions are required to renew their participation every three years. Staff recommends that the City participate in the upcoming three-year qualification period for Fiscal Years 2027-2029 (July 1, 2027 through June 30, 2030) to maintain eligibility for annual CDBG funding allocations administered by the Los Angeles CDA.

ATTACHMENTS:

1. Resolution No. 26-51
2. Resolution No. 26-52
2. Notice of Public Hearing

RESOLUTION NO. 26-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU AUTHORIZING AND APPROVING THE FISCAL YEAR 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS FOR THE CITY OF MALIBU

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

SECTION 1. Recitals.

A. The City of Malibu is a participating agency under the Los Angeles Urban County Community Development Block Grant (CDBG) Program.

B. The Los Angeles County Community Development Block Grant (CDBG) Program has allocated $52,163 to the City of Malibu for Fiscal Year 2026-27.

C. The City has an unallocated balance from prior fiscal years of at least $19,248.

D. The City desires to transfer $275,752 in previously allocated funding from the Malibu Community Labor Exchange (MCLE) Center Project (CDBG Project No. 602478-22) to the Malibu Bluffs Park Snack Shack and Enhancement Project.

E. The City has considered and evaluated CDBG eligible projects and community needs.

F. The Community Development Authority offers participating agencies the opportunity to transfer designated funding to a revolving grant fund which will be returned to the City to be used at a future time for a CDBG eligible project.

SECTION 2. After conducting a public hearing, the City Council hereby authorizes the expenditure of $7,824 for Public Services for Fiscal Year 2026-27 and expenditure of $295,000 in CDBG funds for the Malibu Bluffs Park Snack Shack and Enhancement Project. The City Council authorizes adjustments to the programed amounts as needed and available, as well as in the event that the City receives a different total funding amount. The City Manager or his/her/their designee is also authorized to make changes to the project as needed and approve all necessary contracts and agreements needed to transfer to the CDBG Revolving Grant Fund.

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

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 13th day of July 2026.

_____

BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

RESOLUTION NO. 26-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGNEE, TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES

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

SECTION 1. Recitals.

A. The City of Malibu desires to participate in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for the qualification period beginning July 1, 2027.

B. The City authorizes the execution of a cooperation agreement with the County of Los Angeles in order to receive said CDBG funds.

SECTION 2. The City Council hereby adopts and approves the County of Los Angeles Participating City Cooperation Agreement between the City of Malibu and the County of Los Angeles for the time period of July 1, 2027 through June 30, 2029 and self-renewing thereafter.

SECTION 3. The City Council authorizes the Mayor, or his/her designee, to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program on behalf of the City of Malibu.

SECTION 4. The City Council hereby finds that approval of participation in the Los Angeles urban County Community Development Block Grant Program is exempt from the requirements of the California Environmental Quality Act ("CEQA"), pursuant to State CEQA Guidelines Section 15378. Participation is a government funding mechanism, and does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment.

SECTION 5. 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 13th day of July 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL

The Malibu City Council will hold a public hearing on **MONDAY, July 13, 2026, at 5:30 p.m. on the item listed below in the Council Chambers at Malibu City Hall, located at 23825 Stuart Ranch Road, Malibu, CA.**

Public comment can be submitted ahead of the public hearing to citycouncil@malibucity.org for inclusion in the public record. To participate during the public hearing, please review the meeting agenda posted at MalibuCity.org/AgendaCenter and follow the directions for public participation.

Approve the use of $7,824 of Community Development Block Grant (CDBG) funds for Public Services which will not exceed 15% of the annual allocation for Fiscal Year 2026-27.

Cancel the current Community Development Block (CDBG) funded project no. 602478-22 MCLE Permanent Officer Trailer Project in the amount of $275,752 and use the funding for the Malibu Bluffs Park Snack Shack and Storage Building CIP to be used toward Americans with Disabilities Act (ADA) compliance.

Approve the use of $19,248 in unallocated funding for the Malibu Bluffs Park Snack Shack and Storage Building CIP to be used toward ADA compliance.

IF YOU CHALLENGE THE CITY COUNCIL'S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR OTHERWISE HELD BY THE CITY, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, EITHER AT OR PRIOR TO THE PUBLIC HEARING.

If there are any questions regarding this notice, please contact Renee Neermann, Financial Controller, at (310) 456-2489, ext. 222. Copies of all related documents can be reviewed by any interested person at City Hall during regular business hours. Oral and written comments may be presented to the City Council on, or before, the date of the meeting.



RENEE NEERMANN, Financial Controller

Publish Date: June 25, 2026

ATTACHMENT 3

City Council Meeting
07-13-26
Item 5.C.

Council Agenda Report

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

Prepared by: Luis Flores, Public Safety Manager

Reviewed by: Susan Dueñas, Public Safety Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 11, 2026 Meeting date: July 13, 2026

Subject: Approval of Use of PLHA Grant Funds for Motel Voucher Program

---

RECOMMENDED ACTION: 1) Conduct the Public Hearing; and 2) Adopt Resolution No. 26-49 approving participation in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program by authorizing the City Manager, or his designee, to sign a reimbursable contract with the Los Angeles County Development Authority (LACDA) acting on behalf of the County.

FISCAL IMPACT: No additional appropriation is required. If Resolution No. 26-49 is adopted, the City's PLHA grant funds in the amount of $23,793 will be used to reimburse the City for costs associated with the operation of a motel voucher program provided through the City's contract with The People Concern (Account No. 100-7021-5119-00).

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 Strategic Plan Goal 4. Improve Public Safety.

DISCUSSION: Malibu participates in the LA County PLHA to help address homelessness within the City. The Los Angeles County PLHA program, administered by the California Department of Housing and Community Development and funded by SB 2, is managed locally by LACDA to increase the supply of affordable housing and provide housing-related services for extremely low- to moderate-income households.

In September 2017, Governor Jerry Brown signed Senate Bill 2 (SB 2), the Building Homes and Jobs Act, to create a permanent source of funding for affordable housing through a $75 fee on the recording of certain types of real-estate documents. Each year,

SB 2 generates between $200 and $250 million in available grant funds, which the California Department of Housing and Community Development oversees.

In Fiscal Year 2024-2025, the City was allocated $23,793 to support eligible program activities. However, due to staffing changes and the Franklin and Palisades Fires, a project proposal was not completed until the current fiscal year. To utilize the outstanding $23,793 in PHLA funds, staff reviewed the list of eligible activities with LACDA and determined that a motel voucher program would be the most effective use of the funding.

Motel Voucher Program

To facilitate a successful transition from street homelessness to interim and eventual permanent housing, the City's Outreach Team provides motel vouchers to people experiencing homelessness who are actively engaged in outreach services. Motel vouchers allow the Outreach Team to reduce street homelessness and have a secure location to contact individuals with an ongoing housing plan without having to drive throughout the City. They are issued conservatively only to individuals who are actively working towards exiting homelessness or individuals looking to escape a natural disaster, such as the recent Palisades Fire and Franklin Fire. Motel vouchers are also used as a proactive measure to mitigate the possibility of encampment fires during Red Flag wind conditions.

The two motels that currently host the Outreach Teams motel vouchers are The American Motel (1243 Lincoln Blvd., Santa Monica, CA 90401) and The Holiday Motel (1102 Pico Blvd., Santa Monica, CA 90405). Both facilities are near the Outreach Team's interim shelter facility, Turning Point, allowing for an efficient transition from motel to interim housing. Currently, the day rate for these motels is $135 per night. Therefore, the $23,793 grant will fund approximately 175 motel stays, providing short-term lodging support for individuals in need.

Staff recommends that the City Council adopt Resolution No. 26-49 (Attachment 1) to approve City participation in the PLHA Program by authorizing the City Manager, or his designee, to sign a reimbursable contract (Attachment 2) with LACDA.

Acceptance of the PLHA funds required a 30-day notice period. Therefore, a Public Hearing Notice (Attachment 3) for the approval of use of the PLHA funds for the motel voucher program was posted in the Malibu Times on Thursday, June 11, 2026.

ATTACHMENTS:

1. Resolution No. 26-49
2. Permanent Local Housing Allocation Program Contract
3. Public Hearing Notice

RESOLUTION NO. 26-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY ACTING ON BEHALF OF THE COUNTY

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

SECTION 1. Recitals.

A. The County of Los Angeles applied for a grant from the California Department of Housing and Community Development's Permanent Local Housing Allocation (PLHA) Program Year 5.

B. The City of Malibu desires to participate in the Los Angeles Urban County PLHA Program Year 5 for the period beginning July 2026.

C. As part of this Los Angeles Urban County PLHA Program Year 5, the City has been allocated $23,793 in grant funds.

D. The City of Malibu must authorize the execution of a contract with the County of Los Angeles in order to receive PLHA funds.

E. The City of Malibu has identified operating a motel voucher program to assist with homeless outreach and housing services as the activity to be funded with State PLHA.

SECTION 2. The City Council approves the use of the City's PHLA funds to support a motel voucher program that strengthens homeless outreach services and authorizes the City Manager, or their designee, to execute any and all documents necessary for participation in the Los Angeles Urban County PHLA Program on behalf of the City of Malibu.

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

PASSED, APPROVED, and ADOPTED this 13th day of July 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

ATTACHMENT 1

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

REIMBURSABLE CONTRACT

FOR THE

PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

BETWEEN

THE COUNTY OF LOS ANGELES

AND A

PARTICIPATING CITY

ATTACHMENT 2

Page is intentionally blank

REIMBURSABLE CONTRACT FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
BETWEEN THE COUNTY OF LOS ANGELES AND A PARTICIPATING CITY

RECITALS 1

1. CONTRACT 1

2. CONTRACT ADMINISTRATION. 2

3. PURPOSE AND SCOPE OF SERVICES. 2

4. TIME OF PERFORMANCE. 2

5. COMPENSATION AND METHOD OF PAYMENT. 2

6. BUDGET SECTION. 3

7. MONITORING OF SUBRECIPIENT. 3

8. OPERATING AGENCY'S ACCOUNTING RECORDS 3

9. OPERATING AGENCY'S AUDITS AND MONITORING OF PROJECT FILES 4

10. COMPLIANCE WITH LAWS 4

11. *[Intentionally omitted.]* 6

12. *[Intentionally omitted.]* 6

13. CONFIDENTIALITY OF REPORTS 6

14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT; AND ACCIDENT PREVENTION. 6

15. SEVERABILITY 7

16. INTERPRETATION. 7

17. WAIVERS. 7

18. REQUIRED REPORTS FOR THE OPERATING AGENCY, PROGRAM REVIEW AND EVALUATION. 7

19. REPORTS AND RECORDS 8

20. ACCOUNTING. 8

21. EXPENDITURE STANDARDS. 8
22. USE OF FUNDS 9
23. DISALLOWED COSTS. 9
24. AUDITS 9
25. AUDIT EXCEPTIONS. 9
26. NONEXPENDABLE PROPERTY. 9
27. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. 10
28. REVENUE DISCLOSURE REQUIREMENT. 11
29. JOINT FUNDING. 11
30. REVERSION OF ASSETS. 11
31. FISCAL LIMITATIONS. 12
32. FINANCIAL CLOSEOUT PERIOD. 12
33. AFFIRMATIVE ACTION. 12
34. DISCRIMINATION. 13
35. TIME OF PERFORMANCE MODIFICATIONS. 13
36. HOUSING ELEMENT COMPLIANCE. 13
37. PET FRIENDLY HOUSING ACT OF 2017. 13
38. INDEPENDENT CONTRACTOR. 13
39. EMPLOYEES OF OPERATING AGENCY. 14
40. ASSIGNMENT 14
41. SUBCONTRACTING. 14
42. AMENDMENTS/VARIATIONS 15
43. NOTICES. 15
44. NEPOTISM. 16
45. RELIGIOUS AND POLITICAL ACTIVITIES. 16

46. *[Intentionally omitted.]* 16
47. DRUG-FREE WORKPLACE. 16
48. COUNTY'S QUALITY ASSURANCE PLAN. 17
49. INSURANCE. 18
50. FAILURE 18
51. INDEMNIFICATION. 18
52. TERMINATION FOR IMPROPER CONSIDERATION (GRATUITIES). 18
53. TERMINATION FOR CAUSE. 19
54. TERMINATION FOR CONVENIENCE. 20
55. CONFLICT OF INTEREST. 20
56. USE OF RECYCLED-CONTENT PAPER PRODUCTS. 21
57. CONSTRUCTION/REHABILITATION PROJECTS. 21
58. CONTRACTOR RESPONSIBILITY AND DEBARMENT. 21
59. STATE PREVAILING WAGE REQUIREMENTS. 23
60. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS. 23
61. ENERGY POLICY AND CONSERVATION ACT. 24
62. WARRANTY OF AUTHORITY. 24
63. EXECUTION OF COUNTERPARTS AND ELECTRONIC SIGNATURES. 24
64. ENTIRE CONTRACT. 24

Page is intentionally blank

REIMBURSABLE CONTRACT FOR THE
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
BETWEEN THE COUNTY OF LOS ANGELES AND A PARTICIPATING CITY

CONTRACT NUMBER: 117683

CITY: City of Malibu

PROJECT TITLE: Year 5 Activity 6 Interim Housing Motel Voucher Program ("Project")

PROJECT NUMBER: PLH228-25

THIS REIMBURSABLE CONTRACT ("Contract") is made and entered into this 27th day of April 2026 by and between the County of Los Angeles, acting by and through the Los Angeles County Development Authority ("LACDA"), hereinafter referred to as the "County", and the City of Malibu, hereinafter referred to as the "Operating Agency." The County and the Operating Agency are collectively referred to as the "Parties" or individually "Party".

WITNESSETH THAT:

WHEREAS, in 2017 the Governor signed the "Building Homes and Jobs Act (SB2, 2017), which established a $75 recording fee on certain real estate documents to increase the supply of affordable homes in California;

WHEREAS, Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code commencing with Section 50470, Statutes of 2017 (SB2, Atkins), created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation ("PLHA") Program ("Program");

WHEREAS, the LACDA, on behalf of the County, has entered into a Standard Agreement with the State of California, Department of Housing and Community Development ("HCD") that must meet all conditions for funding and required milestones to implement the PLHA Program; and

WHEREAS, the Operating Agency desires to participate in the PLHA Program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services and implement the eligible project described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. CONTRACT.
   This Contract consists of this document and attachments hereto and incorporated herein by this reference as follows: EXHIBIT A, Project Description and Activity Budget, and EXHIBIT B, Insurance Requirements.

2. CONTRACT ADMINISTRATION.

The LACDA's Executive Director, or designee, shall have full authority to act for the County in the administration of this contract consistent with the provisions contained herein. Any and all references to the County shall refer to the LACDA acting as the agent of the County in the administration of this Contract.

3. PURPOSE AND SCOPE OF SERVICES.

The purpose and principal goal of this PLHA Program is to make funding available to eligible local governments in California for housing-related projects that assist in addressing the unmet housing needs of their local communities. The Operating Agency will perform all the services set forth in the EXHIBIT A, Project Description and Activity Budget.

4. TIME OF PERFORMANCE.

The Operating Agency shall commence services no sooner than the date first written above and shall be completed by no later than **June 30, 2028**.

5. COMPENSATION AND METHOD OF PAYMENT.

For satisfactory performance under this Contract, the County shall reimburse the Operating Agency an amount not to exceed **Twenty-Three Thousand Seven Hundred Ninety-Three Dollars and Zero Cents ($23,793.00)**, which shall constitute full and complete payment hereunder for the implementation of the Program described in the EXHIBIT A. Said compensation will only be paid out of funds received from the State government under the PLHA Program for allowable costs actually incurred and paid by the Operating Agency for the expressed purposes specified.

The Parties understand and agree that such compensation, if any, shall be conditioned upon receipt of said PLHA Program funds by the County from the State government and shall not be a charge against any other funds of the County. Further, such PLHA Program funds, if any, shall be paid only after submission and approval of the electronic payment request form. This payment request form must be submitted on a minimum of a monthly basis as specified and provided by the County. Said payment request shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6, BUDGET SECTION, of this Contract. After timely receipt and approval of each payment request form, the County will draw a check in favor of the Operating Agency in the approved amount. After the expiration of the financial closeout period, as described in Section 32, FINANCIAL CLOSEOUT PERIOD, of this Contract, those PLHA Program funds not paid under this Contract, if any, will be returned to the Operating Agency's un-programmed funds.

The Operating Agency shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Operating Agency after the expiration or other termination of this Contract.

Should the Operating Agency receive any such payment of PLHA Program funds for any service provided by the Operating Agency after the expiration or other termination of this Contract, it shall immediately notify the County and shall immediately repay all such PLHA Program funds to the County. Payment by the County for services rendered after expiration and/or termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. BUDGET SECTION.

No more than the amounts and expenditure items specified in the EXHIBIT A, Project Description and Activity Budget, to this Contract, which is attached hereto and incorporated herein by reference in Section 3, PURPOSE AND SCOPE OF SERVICES, may be spent for the separate cost categories specified in the EXHIBIT A without the written approval of the County.

7. MONITORING OF SUBRECIPIENT.

The County is responsible for monitoring the eligible activities of the Operating Agency for: program implementation, compliance with State and County financial requirements, including requirements and compliance with all other applicable regulations.

8. OPERATING AGENCY'S ACCOUNTING RECORDS.

The Operating Agency shall establish, maintain, and produce accounting records for the County for each PLHA-funded project, as follows:

a. The Operating Agency shall establish a separate ledger account for receipts and expenditures of PLHA Program funds and maintain expenditure details in accordance with the approved work plan, budget, and schedule. Separate bank accounts are not required.

b. The Operating Agency shall maintain documentation of its financial records for expenditures incurred during the course of the PLHA Activity in accordance with Generally Accepted Accounting Principles Standards, as described in Section 20, ACCOUNTING. Such records shall be kept for at least five (5) years after the close-out report is submitted to the County, and/or HCD.

c. The County, and/or HCD shall have the right to review, copy and request copies of any records and supporting documentation pertaining to the PLHA Program.

9. OPERATING AGENCY'S AUDITS AND MONITORING OF PROJECT FILES.

The Operating Agency shall maintain PLHA files pursuant to California Health and Safety Code ("HSC") Section 50470(b)(2)(B)(ii)(lll) which, at a minimum should include the following information and reports as appropriate:

a. Project/Activity Description

b. Land/Site Information

c. Planning and Zoning History (as appropriate)

d. Records of Public Hearings and Public Comments

e. Relocation Needs (as appropriate)

f. Contracts, Loan and Grant Agreements

g. Environmental Records and Reports/Findings (as appropriate)

h. Design/Engineering Reports and Plans (as appropriate)

i. Description of Targeted Beneficiaries, services to be provided, household incomes, special needs

j. PLHA Activity costs, invoices, purchase orders, sources and use of funds for PLHA activities, terms, and conditions of financings, draws and all supporting documentation, change orders (as appropriate)

k. Implementation/Activity Schedule

l. Procurement Policy used for PLHA Activities

In addition, the Operating Agency shall be responsible for monitoring Rental Housing Developments that received PLHA Program funds for the term of the loan, including, but not limited to, the Projects' compliance with the occupancy and rent requirements set forth in the Regulatory Agreement, compliance with reserve requirements, and the compliance with habitability standards. The Operating Agency shall be responsible for monitoring Affordable Owner-Occupied Workforce Housing ("AOWH") loans to assure that the homes remain Owner-occupied.

10. COMPLIANCE WITH LAWS.

All Parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the County Auditor-Controller Contract Accounting and Administration Handbook; and all amendments or successor laws, regulations, or guidelines thereto (hereinafter called the "Laws, Regulations, and Guidelines"). The Operating Agency has and shall maintain copies of the Laws, Regulations, and Guidelines. Furthermore, the

Operating Agency acknowledges that it has read and understands the Laws, Regulations, and Guidelines.

The PLHA project(s) funded pursuant to this Contract is subject to the provisions and requirements of the California Environmental Quality Act ("CEQA") (Public Resources Code Sections 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15287). The Operating Agency shall be fully responsible for compliance with the provisions of CEQA.

The Operating Agency shall comply with all applicable administrative requirements. The Operating Agency shall carry out each activity in compliance with all applicable federal, state, and local laws and all program requirements and regulations as prescribed by the State PLHA Program, except that:

a. The Operating Agency does not assume the County's environmental responsibilities described in the CEQA (Public Resources Code Sections 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15287) and;

b. The Operating Agency does not assume the County's responsibility for initiating the review process.

The Operating Agency agrees to adhere to all applicable State of California property acquisition and relocation laws and regulations, including the California Relocation Assistance Law, Government Code 7260-7277 et seq., and California State Relocation Assistance and Real Property Acquisition Guidelines, Title 25 California Code of Regulations 6000 et seq.

The Operating Agency agrees to be bound by applicable federal, state, and local laws, regulations, and directives as they pertain to the performance of this Contract, including, but not limited to, sections a-c below.

a. The Operating Agency shall prohibit discrimination in State HCD-funded programs based upon sexual orientation or gender identity. The rule precludes owners and operators of HCD-assisted housing from inquiring about the sexual orientation or gender identity of an applicant or occupant.

b. The Operating Agency shall ensure equal opportunity, in the award and performance of any contract, to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.

c. All PLHA projects or programs shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and 11B and the Americans with Disabilities Act ("ADA"), Title II. In addition,

PLHA projects or programs shall adhere to either the Uniform Federal Accessibility Standards, 24 CFR Part 8, or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Section 8.26.

The Operating Agency shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under state or federal fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with PLHA Program funds.

The Operating Agency shall comply with the requirements contained in the ADA Act, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, GC Section 11135, Section 504 of the Rehabilitation Act, and regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35, in all activities.

11. *[Intentionally omitted.]*

12. *[Intentionally omitted.]*

13. CONFIDENTIALITY OF REPORTS.
The Operating Agency shall keep confidential all reports, information, and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the County.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT; AND ACCIDENT PREVENTION.
The Operating Agency shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Operating Agency shall provide all safeguard safety devices and protective equipment and take any other

needed actions, at its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal, and real property in connection with the performance of this Contract.

15. SEVERABILITY.

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair, or invalidate any other provisions contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

16. INTERPRETATION.

No provision of this Contract shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Contract is to be construed as if both Parties drafted it hereto.

17. WAIVERS.

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 17 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

18. REQUIRED REPORTS FOR THE OPERATING AGENCY, PROGRAM REVIEW AND EVALUATION.

The County will monitor, evaluate, and provide guidance to the Operating Agency in the performance of the PLHA Program. Reviews will focus on the extent to which the planned PLHA Program has been implemented and measurable goals achieved, effectiveness of the program management, and impact of the program.

The Operating Agency must submit to the LACDA Quarterly Performance Reports, including required narratives, within 30 days of the end of each quarter for the term of this Contract.

The County may request additional information as needed to meet other applicable reporting or audit requirements.

The Operating Agency shall make available for inspection to authorized the County and/or HCD personnel and their agents, for a total of five (5) years from the expiration date of this Contract, all records, including financial, pertaining to its performance under this Contract, and allow said County and/or HCD personnel and agents to inspect and monitor Operating Agency's facilities and program

operations, and interview Operating Agency staff and program participants, as required by the County and/or HCD.

The Operating Agency agrees to submit all data that are necessary for the County to complete an Annual Performance Report and monitor program accountability and progress in accordance with HCD requirements in the format and at the time designated by the County.

Failure of the Operating Agency to comply with the requirements of this Section 18 shall constitute a material breach of this Contract upon which the County may cancel, terminate, or suspend this Contract.

19. REPORTS AND RECORDS.

The Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation, or other reports required by the County and HCD, including, but limited to the above Section 8, OPERATING AGENCY'S ACCOUNTING RECORDS; Section 9, OPERATING AGENCY'S AUDITS AND MONITORING OF PROJECT FILES; and Section 18, REQUIRED REPORTS FOR THE OPERATING AGENCY, PROGRAM REVIEW AND EVALUATION. The Operating Agency shall maintain and permit onsite inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the County to assure proper accounting for all Contract funds during the term of this Contract and for a total of five (5) years thereafter. The Operating Agency will ensure that its employees, agents, City Council members, officers, and board members furnish such information which, in the judgment of the County representatives, may be relevant to a question of compliance with contractual conditions, with the County or HCD directives, or with the effectiveness, legality, and achievements of the PLHA Program.

20. ACCOUNTING.

The Operating Agency shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP") Standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Section 5, COMPENSATION AND METHOD OF PAYMENT; Section 8, OPERATING AGENCY'S ACCOUNTING RECORDS; and Section 32, FINANCIAL CLOSEOUT PERIOD of this Contract.

21. EXPENDITURE STANDARDS.

Expenditures made by the Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the budget set forth in the EXHIBIT A, unless prior written approval for an exception is obtained from the County.

If PLHA Program funds are not being spent in a timely manner, the County reserves the right to make the final determination, in its sole discretion, as to the amount of reduction of the Operating Agency's grant allocation**,** if any.

22. USE OF FUNDS.

All PLHA Program funds approved under this Contract shall be used solely for costs approved as described in the EXHIBIT A, Project Description and Activity Budget, of this Contract. Contract PLHA Program funds shall not be used as a cash advance between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for such funding source(s) and program activities.

23. DISALLOWED COSTS.

If the Operating Agency has failed to return unexpended or spent PLHA Program funds for disallowed costs related to any contract it has with the County, the County may withhold and offset payments to be made to the Operating Agency under this Contract.

24. AUDITS.

The Operating Agency shall make available for inspection and audit to authorized the County and/or HCD personnel and their agents, for a total of five (5) years from the expiration date of this Contract, and allow said County and/or HCD personnel and agents to inspect and audit all of its books and records relating to the operating of each project or business activity which is funded in whole, or in part, with federal or state grant monies, including the project(s) under this Contract.

Failure of the Operating Agency to comply with the requirements of this Section 24 shall constitute a material breach of this Contract upon which the County may cancel, terminate, or suspend this Contract.

25. AUDIT EXCEPTIONS.

The Operating Agency agrees that in the event that the program established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of the County's liability to the funding agency resulting from such audit exceptions.

26. NONEXPENDABLE PROPERTY.

Nonexpendable property means leased or purchased tangible personal property, included, but not limited to a vehicle, office equipment, etc. having a useful life of more than one (1) year and an acquisition cost of $5,000 or more per unit. Nonexpendable property shall also include, but not limited to real property, and any interest in real property (including any mortgage or other encumbrance of real property).

Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In the event that this Contract is terminated, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with PLHA Program funds, including funds derived therefrom. Said disposition may include taking possession of said nonexpendable property.

The Operating Agency shall maintain up-to-date inventory records, listing all non-expendable property with an acquisition cost of $5,000 or more that it has leased or purchased during the term of this Contract. The following items should be included in the list: description of property, serial or ID number, source of funds that purchased the item, owner of property, date of purchase, total cost, percentage of cost paid with PLHA Program funds, location, condition and use of property, date of disposal, sale price or method used to determine the current market value, name of the individual completing the inventory, and the date the inventory was taken or updated. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once a year, reconcile the inventory with its property records, and maintain these records for five (5) years after the termination or expiration of this Contract.

In the event there is a change of use or disposition of the property during the term of this Contract, except in the case of real property in excess of $25,000, if the market value of the property is over $5,000, the Operating Agency shall immediately pay to the County a pro-rata share of the current market value of the property or proceeds from the sale. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with PLHA Program funds.

If there is a residual inventory of unused supplies, upon termination or completion of the project or termination or expiration of this Contract, with a current aggregate market value exceeding $5,000 and if the supplies are not needed for any other state sponsored program(s) or project(s), the Operating Agency shall immediately pay the County for its pro rata share of the current aggregate market value or proceeds from the sale calculated at the percentage of the purchase price paid with PLHA Program funds. The Operating Agency shall obtain prior approval of the County and otherwise comply with all applicable laws and regulations prior to utilizing the supplies for any other state-sponsored program(s) or project(s).

27. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY.

The Operating Agency may use its own documented procurement procedures which reflect applicable State and local laws and regulations for the purchase or lease of nonexpendable property.

The Operating Agency must purchase or lease from the lowest, responsive, and responsible bidder. The Operating Agency shall properly identify and inventory all nonexpendable property purchased or leased for $5,000 or more, pursuant to this Contract. The Operating Agency shall provide said inventory to the County upon request.

28. REVENUE DISCLOSURE REQUIREMENT.

Upon request, the Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by the Operating Agency from all funding sources applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by the Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name, a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every funding source for each such project or business activity, and the full name and address of each funding source. The Operating Agency shall make available for inspection and audit to the County's representatives, upon request, at any time during the duration of this Contract, and for a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with all funding sources including the project(s) funded under this Contract, whether or not such monies are received through the County. All such books and records shall be maintained by the Operating Agency at a location in Los Angeles County.

Failure of the Operating Agency to comply with the requirements of this Section 28 of this Contract shall constitute a material breach of this Contract upon which the County may immediately cancel, terminate, or suspend this Contract.

29. JOINT FUNDING.

For projects in which there are sources of funds in addition to PLHA Program funds, the Operating Agency shall provide proof of such other funding upon request. The County shall not pay for any costs incurred by the Operating Agency, which are funded by other sources. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting, and reporting, apply to the total project regardless of funding source. Separate financial records shall be kept for each funding source and program.

30. REVERSION OF ASSETS.

Upon expiration or termination of this Contract, the Operating Agency shall immediately transfer to the County any remaining PLHA Program funds on hand at the time of expiration or termination of this Contract and any accounts receivable attributable to the use of PLHA Program funds. Any real property under the Operating Agency's ownership or possession that was acquired or improved in whole or in part with PLHA Program funds in excess of $25,000 shall be disposed of in a manner, which results in the County being reimbursed in

the amount of the current market value of the property less any portion thereof attributable to expenditures of non-PLHA Program funds for the acquisition of, or improvement to, the property.

31. FISCAL LIMITATIONS.

The State of California, may, in the future, place programmatic or fiscal limitation(s) on PLHA Program funds. Accordingly, the County reserves the right, in its sole discretion, to revise this Contract in order to take into account actions and events affecting PLHA Program funding. In the event of a PLHA Program funding reduction by the State, the County may, in its sole discretion, reduce the compensation amount of this Contract in whole or in part, or may limit the rate of the Operating Agency's use of both its uncommitted and its unspent funds.

Where the County has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of the Operating Agency, the County may suspend this Contract for up to thirty (30) days, upon three (3) days' notice to the Operating Agency pending an audit or other resolution of such questions. In no event, however, shall a revision made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with the State cash withdrawal guidelines, and that PLHA Program funds are available to the County to satisfy such expenditures or legally binding commitments.

32. FINANCIAL CLOSEOUT PERIOD.

The Operating Agency agrees to comply and complete all necessary financial closeout procedures required by the County and, within a period of not more than forty-five (45) calendar days from the expiration date of this Contract. This time period will be referred to as the financial closeout period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by the Operating Agency into other eligible activities. The County may request a final financial audit for activities performed under this Contract at the expiration of the financial closeout period.

33. AFFIRMATIVE ACTION.

The Operating Agency shall make every effort to ensure that all projects funded wholly or in part by PLHA Program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, the Operating Agency shall make every effort to employ residents of the project area(s).

34. DISCRIMINATION.

No person shall, on the grounds of race, gender, sexual orientation, creed, color, religion, national origin, age, or physical handicap, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

35. TIME OF PERFORMANCE MODIFICATIONS.

The County may grant time of performance modifications to activities funded under this Contract when such modifications:

a. Are specifically requested by the Operating Agency;

b. Will not change the project goals or scope of services;

c. Are in the best interests of the County and the Operating Agency in performing the scope of services under this Contract;

d. Do not alter the total amount of compensation under this Contract; and

e. Are in writing prior to expenditures being made.

36. HOUSING ELEMENT COMPLIANCE.

The Operating Agency must have a Housing Element that has been adopted by the local government's governing body by the application deadline and subsequently approved by HCD to be in substantial compliance with State Housing Element Law pursuant to Government Code Section 65585.

37. PET FRIENDLY HOUSING ACT OF 2017.

Housing funded through the PLHA Program is subject to the Pet Friendly Housing Act of 2017 (HSC Section 50466). The Operating Agency will be required to obtain a signed and dated certification that residents of the PLHA Program-funded Housing development will be authorized to own or otherwise maintain one or more common household pets as required by HSC Section 50466. Pursuant to this statute, "common household pet" means a domesticated animal, such as a dog or cat, commonly kept in the home for pleasure rather than for commercial purposes.

38. INDEPENDENT CONTRACTOR.

Both Parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venture partners, or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever, including workers' compensation liability. The Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or

connected with services performed on behalf of the Operating Agency pursuant to this Contract.

39. EMPLOYEES OF OPERATING AGENCY.

Workers' Compensation: The Operating Agency understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of the Operating Agency. The Operating Agency shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

Professional Conduct: The County does not and will not condone any acts, gestures, comments, or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The County will properly investigate all charges of harassment by residents, employees, or agents of the County against any and all Operating Agency's employees, agents, or subcontractors providing services for the County. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents, or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

40. ASSIGNMENT.

The Operating Agency may not assign or subcontract any portion of this Contract without the express written consent of the County. Any attempt by the Operating Agency to assign or subcontract any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract, upon which the County may immediately terminate this Contract.

41. SUBCONTRACTING.

The requirements of this Contract may not be subcontracted by the Operating Agency without compliance with the procurement standards and methods of the County. Any attempt by the Operating Agency to subcontract without adherence to regulations as required by the County may be deemed a material breach of this Contract.

If the Operating Agency desires to subcontract, the Operating Agency shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

The Operating Agency shall remain fully responsible for all performances required of it under this Contract, including those that the Operating Agency has determined to subcontract.

The Operating Agency shall address administrative, contractual, or legal remedies for all contracts in instances where subcontractors violate or breach contract terms. The Operating Agency must provide sanctions and penalties as appropriate.

The Operating Agency shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder.

The Operating Agency shall obtain and maintain on-site certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Failure by the Operating Agency to comply with the County's request may be deemed by the County as a material breach of this Contract.

42. AMENDMENTS/VARIATIONS.

This writing, with attachments, embodies the whole of the agreement of the Parties hereto. No oral agreement shall be binding upon the Parties unless expressly stated herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both Parties.

43. NOTICES.

All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

City of Malibu
23825 Stuart Ranch Rd.
Malibu, CA 90265-4861

Notices, reports, and statements to the County shall be personally delivered or sent via First Class U.S. mail to the LACDA's Executive Director, or designee, at:

Los Angeles County Development Authority
Community Development Division
700 W. Main Street
Alhambra, CA 91801

Each Party shall promptly notify the other of any change in its mailing address.

44. NEPOTISM.

The Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by the Operating Agency unless this action is approved by the Operating Agency's governing body and waived by the County. For the purpose of this Section 44, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory, or management responsibilities, including serving on the governing body of the Operating Agency.

45. RELIGIOUS AND POLITICAL ACTIVITIES.

The Operating Agency agrees that PLHA Program funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no PLHA Program funds made available under this Contract shall be used to promote religious or political activities. Further, the Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.

46. *[Intentionally omitted.]*

47. DRUG-FREE WORKPLACE.

The Operating Agency agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about –

i. The dangers of drug abuse in the workplace;

ii. The Operating Agency's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee, to be engaged in the performance of the grant, be given a copy of the statement required by Paragraph a. of this Section 47;

d. Notifying the employee in the statement required by Paragraph a. of this Section 47 that, as a condition of employment under the grant, the employee will –

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d.(ii.) of this Section 47 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(ii.) of this Section 47, with respect to any employee who is so convicted –

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a-f of this Section 47.

48. COUNTY'S QUALITY ASSURANCE PLAN.

The County will evaluate the Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Operating Agency's compliance with all Contract terms and performance standards. The Operating Agency's deficiencies, which the County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board of Supervisors. The

report will include improvement/corrective action measures taken by the County and the Operating Agency. If improvement does not occur consistent with the corrective measure, the County may terminate this Contract, or impose other penalties as specified in this Contract.

49. INSURANCE.

The County authorizes the LACDA Risk Management to determine the requirements of the insurance policies to be procured and maintained by the Operating Agency with respect to its activities and obligations hereunder. Without limiting the Operating Agency's indemnification requirements as set forth in Section 51, INDEMNIFICATION below, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the LACDA Risk Management covering its operations hereunder, as specifically defined in EXHIBIT B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.

50. FAILURE TO PROCURE INSURANCE.

Failure on the part of the Operating Agency to procure or maintain required insurance, pursuant to EXHIBIT B shall constitute a material breach of the Contract under which the County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies paid by the County shall be repaid by the Operating Agency to the County upon demand or the County may offset the cost of the premiums against any monies due to the Operating Agency from the County.

51. INDEMNIFICATION.

The Operating Agency shall indemnify, defend and hold harmless the LACDA, the County, and its Special Districts, elected and appointed officers, employees, agents and volunteers ("Public Agency Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the Public Agency Indemnitees.

52. TERMINATION FOR IMPROPER CONSIDERATION (GRATUITIES).

The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Operating Agency as it could pursue in the event of default by the Operating Agency.

The Operating Agency shall immediately report any attempt by the County officer or employee to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline 800-544-6861.

53. TERMINATION FOR CAUSE.

This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in a, b, c, d, or e:

a. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate this Contract in whole or in part;

b. Should the Operating Agency fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under said Contract is abandoned for more than three (3) days by the Operating Agency; then notice of deficiency thereof in writing will be served upon the Operating Agency;

c. Should the Operating Agency fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, The County shall have the power to suspend or this Contract in whole or in part;

d. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency; or

e. If, through any cause, the Operating Agency shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, contracts, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Operating Agency or under this Contract shall, at the option of the County, become its property and the

Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

54. TERMINATION FOR CONVENIENCE.

The County reserves the right to cancel this Contract for any reason at all upon thirty (30) days' prior written notice to the Operating Agency. In the event of such termination, the Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such a termination.

55. CONFLICT OF INTEREST.

The Operating Agency, its agents, employees, officers, and board members shall comply with all applicable State and County laws and regulations. The Operating Agency agrees to incorporate the language found in this Section 55 in contracts using PLHA Programs funds and subject to compliance with conflict of interest federal, state and County laws.

The general rule shall be that no person described in the *Persons Covered* section below of this Section 55 who exercises, or has exercised any function or responsibilities with respect to PLHA activities, or who is in a position to participate in a decision-making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a PLHA assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a PLHA assisted activity, or with respect to the proceeds of the PLHA assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Persons Covered – The conflict of interest provisions of this Section 55 shall apply to any person who is an employee, agent, consultant, officer, elected or appointed official, or board member of the Operating Agency, or of any designated public agencies, or of any subrecipients that are receiving PLHA Program funds.

The Operating Agency represents, warrants, and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the County or LACDA. Upon execution of this Contract and during its term, as appropriate, the Operating Agency shall disclose in writing to the County any other contract or employment during the term of this Contract by any other persons, business, or corporation in which employment will or may likely develop a conflict of interest between the County’s interest and the interests of the third parties.

56. USE OF RECYCLED-CONTENT PAPER PRODUCTS.
Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible.

57. CONSTRUCTION/REHABILITATION PROJECTS.
The Operating Agency shall submit a request to the County, to conduct a Contract and Labor Compliance File Review within ten (10) days from completion of construction/rehabilitation activities.

58. CONTRACTOR RESPONSIBILITY AND DEBARMENT.
A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this Contract. It is the policy of the County to conduct business only with responsible contractors.

a. The Operating Agency is hereby notified that if the County acquires information concerning the performance of a Contractor on any PLHA contract, which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County.

b. The County may debar a contractor, consultant, or vendor, if the Board of Commissioners finds, in its discretion, that the contractor, consultant, or vendor has done any of the following: (1) violated any term of a contract with the County, or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the its quality, fitness, or capacity to perform and abide by a contract with the County and any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, or any other public entity.

c. If there is evidence that a Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

d. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

e. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

f. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after the debarment was imposed; or (4) any other reason that is in the best interest of the County.

g. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of the debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

h. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its

proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors and subconsultants of the County contractors, consultants, vendors, and operating agencies.

59. STATE PREVAILING WAGE REQUIREMENTS.

This Contract is funded in whole or in part with public funds. The Operating Agency shall be responsible to ensure that the subcontractor complies with all labor requirements of the State of California, which are applicable to this Contract.

The subcontractor shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc., which are applicable to this Contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires Contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations ("DIR"), Division of Labor Statistics, these rates can be obtained on the website at www.dir.ca.gov or by contacting the LACDA, Labor Compliance Unit for the prevailing wage rates on file. The Operating Agency, and its subcontractor(s), shall also: (1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations ("CCR") Section 16000(a), and as set forth in Labor Code Sections 1771 and 1774; (2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites; (3) Provide workers' compensation coverage as set forth in Labor Code Section 1861; (4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee; (5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776; (6) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the DIR Director as set forth in CCR's Section 16200; (7) Comply with Section 16101 of these regulations regarding discrimination; (8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a Contractor who willfully fails to comply with provisions of Section 1777.5; (9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and (10) Comply with any other requirements imposed by the State.

60. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS.

The Operating Agency represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the County are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. The Operating Agency further agrees to defend, hold harmless, and indemnify the County from any and all liability, as described in Section 51, INDEMNIFICATION, arising from or

related to the County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.

61. ENERGY POLICY AND CONSERVATION ACT.
The Operating Agency must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, Stat. 871).

62. WARRANTY OF AUTHORITY.
The undersigned signatory for the Operating Agency covenants, warrants, and guarantees that he/she is empowered and authorized to sign this Contract on behalf of the Operating Agency in accordance with the terms and conditions stated herein.

63. EXECUTION OF COUNTERPARTS AND ELECTRONIC SIGNATURES.
This Contract may be executed in any number of counterparts, each of which shall be effective only upon delivery, and therefore shall be deemed an original, and all of which shall constitute one and the same document, for the same effect as if all Parties hereto had signed the same signature page.

The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

64. ENTIRE CONTRACT.
This Contract with EXHIBITS A and B, and any and all PLHA Bulletins, which the County may issue from time to time following the date of execution, constitute the entire understanding and agreement of the Parties.

[Signature page starts after this page.]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____

EMILIO SALAS, Executive Director
Los Angeles County Development Authority

CITY OF MALIBU

By: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____

BEHNAZ TASHAKORIAN
Principal Deputy County Counsel

APPROVED AS TO PROGRAM:

EMILIO SALAS, Executive Director
Los Angeles County Development Authority

By: _____

LINDA JENKINS, Director
Community Development Division
Los Angeles County Development

EXHIBIT B
INSURANCE REQUIREMENTS

1.0 INSURANCE

Without limiting the Operating Agency's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, the Operating Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified herein. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Operating Agency pursuant to this Contract. The LACDA does not guarantee that the Required Insurance is sufficient to protect the Operating Agency from liabilities which may arise from or related to this Contract.

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier:

City Of Malibu (the "Operating Agency")
PLH228-25 - **Year 5 Activity 6 Interim Housing Motel Voucher Program**

If circumstances or activities change during the fiscal year for any of the projects, the Operating Agency shall immediately notify the LACDA of any circumstances or activity changes that may affect the insurance requirements herein. The Operating Agency's failure to comply with and LACDA amended insurance requirements shall be deemed a material breach of this Contract.

Funding advance, reimbursement, or disbursement may be delayed until all the insurance requirements have been met.

Exceptions to the Required Insurance will be granted on a case-by-case basis at the discretion of the LACDA's Risk Management. Prior to the Operating Agency receiving funds, the LACDA will review the activities of the Operating Agency for required insurance.

The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the provisions of EXHIBIT B.

1.1 Insurance Coverage

All insurance coverage requirements listed below are to be provided upon the execution of the Contract between the Operating Agency and the LACDA, unless otherwise specified.

OPERATING AGENCY REQUIREMENTS (Non-Construction):

A	**GENERAL LIABILITY:** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as Additional Insureds Endorsement page with primary and non-contributory coverage and a waiver of subrogation naming the LACDA and the County of Los Angeles ("County") is required.	
	General Aggregate:	$2 Million
	Personal and Advertising Injury:	$1 Million
	Each Occurrence:	$1 Million

B	**SEXUAL MISCONDUCT LIABILITY:** Insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.	
	Per Claim	$2 Million
	Aggregate	$2 Million

C	**COMMERCIAL AUTOMOBILE INSURANCE:** Shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". Shall include a waiver of subrogation in favor of the LACDA.	
	Bodily injury and property damage, in combined or equivalent split limits, for each single accident	$50 Thousand

D	**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:** as required by the Labor Code of the State of California. Must include a waiver of subrogation in favor of the LACDA. In all cases, insurance shall include employer's liability coverage with limits of not less than indicated.	
	Employers' Liability coverage with limits of not less than	$1 Million

E	**PROFESSIONAL LIABILITY/ERRORS AND OMISSION INSURANCE:** Appropriate to the professional's profession in an amount not less than LACDA requirements. Said insurance shall be maintained for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.	
	Per Claim	$1 Million
	Per Aggregate	$2 Million

F	**CRIME INSURANCE:** Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated.	See **Section 1.2.3**

OPERATING AGENCY REQUIREMENTS (Construction & Environmental):

A	**GENERAL LIABILITY:** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers (collectively "LACDA and its Agents"). Additional Insured Endorsement page with primary and non-contributory coverage and a waiver of subrogation naming the LACDA and the County is required. Coverage shall include an XCU Endorsement for explosion, collapse, and underground ("XCU") hazards, property damage liability. General Aggregate: $2 Million Products/Completed Operations Aggregate $2 Million Personal and Advertising Injury: $1 Million Each Occurrence: $1 Million
B	**RESERVED**
C	**COMMERCIAL AUTOMOBILE INSURANCE:** Shall include coverage of all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”, pollution liability broadened coverage for covered autos and a waiver of subrogation. The automobile liability policy shall be endorsed to include transportation pollution liability insurance covering materials to be transported by Contractor pursuant to the Contract. This coverage may also be provided on the Contractor’s pollution liability policy. If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos as well as proof of MCS 90. Bodily injury and property damage, in combined or equivalent split limits, for each single accident $1 Million
D	**WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY:** as required by the Labor Code of the State of California. Must include a waiver of subrogation in favor of the LACDA. In all cases, insurance shall include employer’s liability coverage with limits of not less than indicated. Employers’ Liability coverage with limits of not less than $1 Million
E	**PROFESSIONAL LIABILITY INSURANCE:** Appropriate to the professional's profession in an amount not less than the LACDA requirements. Said insurance shall be maintained for a period of not less than three (3) years following this Contract’s expiration, termination or cancellation. Per Claim $1 Million Per Aggregate $2 Million
F	**RESERVED**

G	**POLLUTION LIABILITY INSURANCE AND/OR ASBESTOS POLLUTION LIABILITY AND/OR ERRORS & OMISSIONS:** applicable to the work being performed including coverage for bodily injury, personal injury, death, property damages, and environmental damage. The LACDA and the County shall be covered as additional insureds on the pollution liability insurance policy with limits not less than $2,000,000 general aggregate and $1,000,000 each occurrence. Said policy shall also include but not be limited to, coverage for any and all remediation costs, including, but not limited to, brownfield restoration and clean-up costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The LACDA and the County shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all the following requirements: a. The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the work or services that are the subject of this Contract; b. Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the work or services that are the subject of this Contract, whichever is greater; c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the Operating Agency must purchase an extended period coverage for a minimum of five (5) years after completion of work or services that are the subject of this Contract; d. A copy of the claims reporting requirements must be submitted to the LACDA for review; and e. If the work or services that are the subject of this Contract involve lead based paint or asbestos identification/remediation, then the Operating Agency's pollution liability shall not contain any lead-based paint or asbestos exclusions; f. If the services involve mold identification/remediation, the Operating Agency's pollution liability shall not contain a mold exclusion and definition of "pollution" shall include microbial matter including mold.

1.2 Additional Unique Coverage

1.2.1 Sexual Misconduct Liability

Coverage is required when services in relation to this Contract involve care or supervision of children, seniors and other vulnerable persons and insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million

aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

1.2.2 Professional Liability/Errors and Omissions

Insurance covering the Operating Agency's liability arising from or related to this Contract, with limits of not less than $2 million per claim and $2 million aggregate. Further, the Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

1.2.3 Crime Coverage

Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated.

If the aggregate budgeted amount for the current fiscal year allotted for the Operating Agency is less than Fifty Thousand dollars ($50,000), the Operating Agency shall not be required to comply with this Section 1.2.3.

If the aggregate budgeted amount for the current fiscal year allotted for the Operating Agency is equal to or greater than Fifty Thousand dollars ($50,000), then the Operating Agency shall be required to comply with this Section 1.2.3.

A. The Operating Agency shall procure and maintain, at its sole cost and expense, crime coverage or a fidelity bond covering each employee of the Operating Agency, whether or not they are compensated.

B. The fidelity bond may be either a primary commercial blanket bond or a blanket position bond written by an insurer licensed by the California Insurance Commissioner.

C. The fidelity bond shall provide minimum coverage equivalent to 50% of the cumulative project budget approved for the current fiscal year, not to exceed One Million dollars ($1,000,000). The project budget shall be outlined in EXHIBIT A.

D. The Operating Agency shall maintain the fidelity bond for the duration of this Contract. The fidelity bond may contain a provision for a deductible amount from any loss which, except for such deductible provision, would be recoverable from the insurer. A deductible provision shall not be in excess of ten percent (10%) of the required minimum bond coverage.

If the Operating Agency experiences an increase in funding during the fiscal year, the crime coverage requirement will be reassessed, and additional coverage may be required at the sole discretion of the LACDA. Any deviation from this fidelity bond section shall require specific written approval by the LACDA.

1.3 Certificate of Insurance Coverage:

1.3.1. Certificate(s) of Insurance Coverage ("Certificate") satisfactory to the LACDA, and a copy of an Additional Insured Endorsement confirming the LACDA and the County has been given Insured status under the Operating Agency's general liability and excess liability policy, shall be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.

1.3.2. Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Operating Agency's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Operating Agency and/or Sub-Contractor insurance policies at any time.

1.3.3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the certificate shall match the name of the Operating Agency identified as the contracting party in this Contract. All certificates of insurance and endorsements shall carry the following identifier:

PLH228-25 - **Year 5 Activity 6 Interim Housing Motel Voucher Program**

1.3.4. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand ($50,000.00) dollars and list any LACDA required endorsement forms.

1.3.5. Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying certificate or endorsement, or any other insurance documentation or information provided by the Operating Agency or, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

1.3.6. Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Development Authority
Attn: Community Development Division
700 W. Main Street, Alhambra, CA 91801

1.4 Notices of Injury or Damage or Destruction

The Operating Agency also shall promptly report to the LACDA any injury or property damage accident or incident, including any injury to an Operating Agency employee occurring on an LACDA property, and any loss, disappearance, destruction, misuse, or theft of the LACDA property, monies or securities entrusted to the Operating Agency. The Operating Agency also shall promptly notify the LACDA of any third-party claim or suit filed against the Operating Agency or any of its Sub-contractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against the Operating Agency and/or the LACDA.

1.5 Additional Insured Status and Scope of Coverage

The LACDA and the County shall be provided additional insured status under the Operating Agency's general liability and excess liability policy with respect to liability arising out of the Operating Agency's products, completed and ongoing operations performed on behalf of the LACDA. The LACDA and the County additional insured status shall apply with respect to liability and defense of suits arising out of the Operating Agency's acts or omissions, whether such liability is attributable to the Operating Agency or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and the County as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable provided it satisfies the Required Insurance provisions herein.

1.6 Cancellation of or Change to Maintain Insurance

The Operating Agency shall provide the LACDA with, or the Operating Agency's insurance policies shall contain a provision that the LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Contract.

1.7 Failure to Maintain Insurance

The Operating Agency's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the LACDA immediately may withhold payments due to Operating Agency, and/or suspend or terminate this Contract. The LACDA, at its sole discretion, may obtain damages from the Operating Agency resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to the Operating Agency, deduct the premium cost from sums due to the Operating Agency or pursue the Operating Agency's reimbursement.

1.8 Operating Agency's Insurance Shall Be Primary

The Operating Agency's general liability, excess liability, pollution liability and/or asbestos pollution liability and auto liability insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Operating Agency. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Operating Agency coverage.

1.9 Insurance Specifics

1.9.1. Waivers of Subrogation

To the fullest extent permitted by law, the Operating Agency hereby waives its rights and its insurer(s)' rights of recovery against the LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The

Operating Agency shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

1.9.2. Sub-Contractor Insurance Coverage Requirements

The Operating Agency shall be responsible for verifying that each Contractor/Sub-Contractor complies with the Required Insurance provisions.

1.9.3. Deductibles and Self-Insured Retentions (SIRs)

The Operating Agency's policies shall not obligate the LACDA to pay any portion of any Operating Agency deductible or SIR. The LACDA retains the right to require the Operating Agency to reduce or eliminate policy deductibles and SIRs related to the LACDA, or to provide a bond guaranteeing the Operating Agency's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

1.9.4. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

1.9.5. Application of Excess Liability Coverage

The Operating Agency may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

1.9.6. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

1.9.7. Alternative Risk Financing Programs

The LACDA reserves the right to review, and then approve, the Operating Agency use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA shall be designated as an additional covered party under any approved alternative risk financing program.

1.10 LACDA Review and Approval of Insurance Requirements

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon the LACDA's determination of changes in risk exposures.

NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL

The Malibu City Council will hold a public hearing on **MONDAY, July 13, 2026, at 5:30 p.m. on the item listed below in the Council Chambers at Malibu City Hall, located at 23825 Stuart Ranch Road, Malibu, CA, and via teleconference.**

Public comment can be submitted ahead of the public hearing to citycouncil@malibucity.org for inclusion in the public record. To view and participate during the public hearing, please review the meeting agenda posted at MalibuCity.org/AgendaCenter and follow the directions for public participation.

APPROVAL OF USE OF PERMANENT LOCAL HOUSING ALLOCATION GRANT FUNDS FOR MOTEL VOUCHER PROGRAM

IF YOU CHALLENGE THE CITY COUNCIL'S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR OTHERWISE HELD BY THE CITY, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, EITHER AT OR PRIOR TO THE PUBLIC HEARING.

If there are any questions regarding this notice, please contact Susan Dueñas, Public Safety Director, at (310) 456-2489, ext. 313. Copies of all related documents can be reviewed by any interested person at City Hall during regular business hours. Oral and written comments may be presented to the City Council on, or before, the date of the meeting.

Susan Dueñas
_____
Susan Dueñas, Public Safety Director

Publish Date: June 11, 2026

ATTACHMENT 3

City Council Meeting
07-13-26
Item 6.A.

Council Agenda Report

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

Prepared by: Nathaniel McLean, Assistant Engineer

Reviewed by: Tatiana Holden, Assistant Public Works Director/City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 15, 2026 Meeting date: July 13, 2026

Subject: Cooperative Agreement with the State of California for the Pedestrian Undercrossing at Malibu Seafood Project

---

RECOMMENDED ACTION: Authorize the Mayor to execute the Cooperative Agreement with the State of California (Caltrans) in the amount of $260,000 for providing quality assurance and oversight services for the development of the Project Initiation Documents (PID) phase of the Pedestrian Undercrossing at Malibu Seafood Project.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2026-27 in Account No. 310-9114-5100 (PCH Pedestrian Undercrossing at Malibu Seafood).

Project Funding	
Metro Measure M	$2,250,000
Project Estimated Budget	
Cooperative Agreement	$260,000
Design	$740,000
Construction	$1,250,000
Total	$2,250,000

Depending on the alternative chosen and other factors, the City may need to identify additional funding to complete the construction of this project.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 – 2028 Strategic Plan Goal 4: Improve Public Safety.

Goal 4: Improve Public Safety
Objective 4.1 Reduce injury and fatal collisions on Pacific Coast Highway (PCH). **Strategy**: The project will improve pedestrian safety on PCH by isolating pedestrians from vehicular traffic by providing a subterranean pedestrian facility or another safe alternative.

DISCUSSION: The Pedestrian Undercrossing at Malibu Seafood Project is intended to improve pedestrian safety and beach access in an area where people currently cross PCH to access Corral Beach, Malibu Seafood, the Sara Wan trailhead, and other nearby coastal destinations. Because crossing PCH at this location presents significant safety concerns and there are no marked crosswalks nearby, the project is evaluating feasible solutions to provide a safe and accessible connection across or under the highway. Staff is now seeking City Council authorization to execute a Cooperative Agreement with Caltrans for the PID phase, which is the next required step for Caltrans review and approval of project alternatives, preliminary costs, schedule, and overall project development.

Project Background
This project was identified in the 2015 PCH Safety Study to improve safety for pedestrians crossing PCH. The 2015 PCH Safety Study states that many pedestrians currently cross PCH in this area to access the beach, which presents an extremely dangerous condition. The report identified a safety project consisting of a new pedestrian undercrossing near Malibu Seafood. This project will provide separation from vehicles and ADA-compliant access to beach area.

In 2019, Caltrans proposed to install a new pedestrian hybrid beacon on PCH near Malibu Seafood. Caltrans held a public meeting on March 26, 2019 at the City of Malibu to discuss the pedestrian hybrid beacon project and obtain input from the community. During the meeting, members of the public, City Commissioners, and elected officials expressed support for evaluating a pedestrian undercrossing at this location as an alternative to the pedestrian hybrid beacon. Former Mayor Wagner also suggested that Caltrans evaluate whether the existing drainage culverts could be used or modified to provide a pedestrian undercrossing and requested that Caltrans return for an additional public meeting to discuss that option. On October 30, 2019, a second public meeting at City Hall with Caltrans was held for the pedestrian hybrid beacon project. As a result of the meeting, the City of Malibu Public Works Department requested Caltrans to revert the current Project Report and Supplemental Project Report back to the initial planning stage, investigate in-depth alternatives as typically documented within a Caltrans Environmental Impact Study or Report (EIS/EIR), and present the proposed alternatives to the City for input.

Following concerns from the January 26 and March 23, 2022 City of Malibu Public Works Commission Regular Meeting, and the February 23, 2022 Public Works Commission and Public Safety Commission Joint Special Meeting, Caltrans terminated the project to install a pedestrian hybrid beacon on PCH at Corral Canyon and subsequently the City began

pursuing the Pedestrian Undercrossing at Malibu Seafood Project as identified in the 2015 PCH Safety Study and previously directed by the Council.

The City worked with the Las Virgenes-Malibu Council of Governments (LVMCOG) and Metro to authorize Malibu's Measure M allocations to finance the project. On February 26, 2024, Council authorized the Mayor to execute the Los Angeles County Measure M Funding Agreement for the PCH Undercrossing at Malibu Seafood Project, which provided $2.25 million in Measure M funds to be used towards the project.

Pedestrian Crossing Alternatives

In 2025, the City entered into an agreement with MNS Engineers, Inc. who has completed a feasibility study evaluating pedestrian crossing alternatives based on existing site conditions, traffic operations, safety, constructability, and the project's purpose and need. The findings indicate that three primary alternatives could satisfy the project's purpose and need.

Undercrossing Options

1. Grade-Separated Pedestrian Undercrossing
    - This alternative would construct a new and improved road bridge with a pedestrian undercrossing underneath.

2. Standalone Pedestrian Undercrossing
    - This alternative would construct a new concrete tunnel structure under PCH that avoids replacing the road bridge.

The study found that Alternatives One (1) and Two (2) are feasible under existing conditions. A Grade-separated pedestrian undercrossing includes a new road bridge with pedestrian undercrossing or a standalone pedestrian undercrossing. The grade separated options are the safest options for a pedestrian crossing but would be more complex than the at-grade pedestrian crossing.

At Grade Option

3. Pedestrian Crossing
    - This alternative would provide a pedestrian crossing at street level using traffic control devices to stop vehicles, such as a Rectangular Rapid-Flashing Beacon (RRFB), Pedestrian Hybrid Beacon (PHB) also known as a High-Intensity Activated crosswalk (HAWK), or other signalized crossing treatment.

The at-grade pedestrian crossing includes marked crosswalks, curb extensions, RRFBs, and HAWKs. An at-grade crossing utilizing a traffic signal or a HAWK, would effectively meet the project's purpose and need by providing a safe, direct, and convenient connection between the beach and inland attractions like the restaurant, RV park and the state park trailhead. A HAWK Beacon System is a complex mast-arm signal that operates

like a standard traffic light and requires drivers to come to a complete stop. This system is different from the Type 9B flashing beacon which was proposed by Caltrans in 2019.

Caltrans Cooperative Agreement

Upon Council's decision, the Caltrans Quality Management Assessment Process (QMAP) will be initiated through commencement of the Cooperative Agreement for the development of the PID. Caltrans QMAP is the process Caltrans uses to provide review, quality assurance, and oversight for locally sponsored projects that affect the State Highway System.

This Cooperative Agreement is for the first phase of the project and includes Caltrans quality assurance and oversight services for the development of the PID. Since this project is a locally sponsored project on the state highway system and the construction cost is in excess of $3 million, Caltrans is required to review and approve the project's PID. The PID identifies the project's need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

The PID phase is when Caltrans provides continuous involvement in the development of the project. This ensures that the City and designer are clear regarding the design and approval approach with Caltrans during project development. Caltrans oversight includes active participation in project development team meetings, and Caltrans staff to be assigned to the project. For a project of this complexity and size, Caltrans is allowed to be reimbursed by way of a Cooperative Agreement for the time their staff spend working on the project. Caltrans estimates that it will cost about $260,000 for their staff to perform this work.

Upon completion of the PID, staff will present to Public Works Commission then return to Council with the recommended alternative, updated cost estimate, funding strategy, and any additional agreements or approvals required to advance the project to the next phase.

ATTACHMENTS:

1. Cooperative Agreement with Caltrans
2. Feasibility Memo for Pedestrian Undercrossing at Malibu Seafood

COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE CONSTRUCTION OF A PEDESTRIAN CROSSING AT CORRAL CREEK ALONG PACIFIC COAST HIGHWAY (SR-1), BETWEEN THE BEACH AND STATE PARK TRAILHEAD ADJACENT TO MALIBU SEAFOOD, LOCATED IN LOS ANGELES COUNTY, BETWEEN POSTMILE 49.7 AND 50.4

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Khanh Nguyen, Project Manager

100 S. Main Street

Los Angeles, CA 90012

Office Phone: (213) 269-1202

Email: khanh.q.nguyen@dot.ca.gov

CITY OF MALIBU

Tatiana Holden, Assistant Public Works Director

23825 Stuart Ranch Road

Malibu, CA 9065

Office Phone: (310) 456-2489 Ext. 338

Email: tholden@malibucity.org

Table of Contents

COOPERATIVE AGREEMENT COVER SHEET 1
Work Description 1
Contact Information 1
CALTRANS 1
CITY OF MALIBU 1
COOPERATIVE AGREEMENT 4
RECITALS 4
RESPONSIBILITIES 5
Sponsorship 5
Implementing Agency 6
Funding 7
CALTRANS' Quality Management 7
Project Initiation Document (PID) 8
Additional Provisions 10
Standards 10
Noncompliant Work 10
Qualifications 10
Consultant Selection 11
Encroachment Permits 11
Protected Resources 11
Disclosures 11
Hazardous Materials 12
Claims 12
Accounting and Audits 13
Interruption of Work 13
Penalties, Judgments and Settlements 13
GENERAL CONDITIONS 14

Venue 14
Exemptions 14
Indemnification 14
Non-parties 15
Ambiguity and Performance 15
Defaults 16
Dispute Resolution 16
Prevailing Wage 16
REIMBURSEMENT SUMMARY 18
Funding 19
Invoicing and Payment 19
Project Initiation Document (PID) 19
SIGNATURES 20

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Malibu, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.

2. For the purpose of this AGREEMENT, *the construction of a pedestrian crossing at Corral Creek along Pacific Coast Highway (SR-1), between the beach and state park trailhead adjacent to Malibu Seafood, located in Los Angeles County, between postmile 49.7and 50.4,* will be referred to hereinafter as PROJECT. CITY desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   - PROJECT INITIATION DOCUMENT (PID)

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

   This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

   PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

   If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

   Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

   AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing

additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CITY is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

11. CITY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. CITY is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

    If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.

15. Unless otherwise documented in the Reimbursement Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. Unless otherwise documented in the Reimbursement Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Reimbursement Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

    When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

21. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

22. As the PID IMPLEMENTING AGENCY, CITY is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

23. Should CITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, CITY agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.

24. CALTRANS will be responsible for completing the following PID activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.05.10.xx Quality Management	YES
150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping	YES
150.25.20 PID Circulation, Review, and Approval	YES

25. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

26. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

27. CALTRANS will actively participate in the Project Development Team meetings.

28. The PID will be signed on behalf of CITY by a Civil Engineer registered in the State of California.

29. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to CITY within 60 calendar days from the date CALTRANS received the draft PID from CITY. CITY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by CITY, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from CITY.

After CITY revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from CITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, CITY will provide all available supporting data in a reasonable time so that CALTRANS

may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after CITY provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by CITY under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

30. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

31. CALTRANS retains the right to reject noncompliant WORK. CITY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

32. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

33. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

34. CALTRANS will issue, upon proper application, the encroachment permit required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide an encroachment permit to CITY at no cost. CITY's contractors, consultants, and agents may work under the same permit after completing, signing, and submitting the contractor's authorization form TR-0429 to CALTRANS. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

35. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

36. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

37. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

    PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without

the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

38. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

39. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.

40. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

41. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of CITY in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

42. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

43. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

44. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant

hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

45. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

46. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

    PARTIES will retain all WORK-related records for three (3) years after the final voucher.

    PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

47. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

48. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

49. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

50. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

51. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

52. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

53. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

54. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

55. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability

occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

56. Neither CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

57. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

58. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

59. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

60. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

61. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

62. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

    Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

    PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

63. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

64. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§

1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

REIMBURSEMENT SUMMARY

FUNDING TABLE				
IMPLEMENTING AGENCY:			**CITY**	
Source	**Party**	**Fund Type**	**PID**	**Totals**
LOCAL	CITY	Measure	260,000	260,000
Totals			260,000	260,000

SPENDING TABLE		
	PID	
Fund Type	**CALTRANS**	**Totals**
Measure	260,000	260,000
Totals	260,000	260,000

Funding

65. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

66. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within five (5) calendar days of receipt of invoice.

67. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

Project Initiation Document (PID)

68. CALTRANS will submit an invoice to CITY in the amount of $260,000 after the execution of this AGREEMENT. The invoice amount is the estimated costs for CALTRANS to perform WORK.

    CALTRANS will not begin WORK until CITY pays invoice in full.

    Upon completion of WORK, CALTRANS will perform a final accounting of WORK costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the obligation of this AGREEMENT. Should CALTRANS submit an invoice as a result of the final accounting, CITY agrees to pay within forty-five (45) days of receipt of invoice.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

For Gloria Roberts
D7 District Director

Verification of Funds and Authority:

Elvis John

Elvis John
D7 District Budgets Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

CITY OF MALIBU

Bruce Silverstein
Mayor

Attest:

Kelsey Pettijohn
City Clerk

Trevor Rusin
Interim City Attorney

201 N. Calle Cesar Chávez, Suite 300
Santa Barbara, CA 93103
Ph 805.692.6921

Technical Memorandum

To	Nathaniel McLean
Date	October 16, 2025
Subject	Feasibility of a Pedestrian Crossing of Pacific Coast Highway at Malibu Seafood - Sara Wan Trailhead at Corral Canyon
From	Shawn Kowalewski, PE



EXECUTIVE SUMMARY

Background

The City is initiating a pedestrian crossing project near Malibu Seafood and the Sara Wan Trailhead at Corral Creek to enhance safety and traffic operations along Pacific Coast Highway (PCH). Identified in the 2015 PCH Safety Study, the project will provide a pedestrian connection between the beach and the state park trailhead adjacent to Malibu Seafood. The community has identified this location as a priority for improved pedestrian access.

Study Area

The project study area is in the vicinity of Corral Creek, between Corral Canyon Road and Malibu Road in Malibu, California.

Key Findings

A pedestrian crossing at this location is considered feasible based on existing site conditions and traffic operations. An at-grade crossing utilizing a traffic signal or a Pedestrian Hybrid Beacon (PHB), also known as a HAWK or High-Intensity Activated crosswalk, would effectively meet the project's purpose and need by providing a safe, direct, and convenient connection between the beach and inland attractions like the restaurant, RV park and the state park trailhead. This option would improve pedestrian visibility, reduce unsafe midblock crossings, and enhance overall safety and accessibility along PCH without requiring significant structural modifications or right-of-way impacts.

Alternatives Evaluation

Other alternatives, including grade-separated options such as pedestrian undercrossings, are also anticipated to be feasible and will be further evaluated during Caltrans' Quality Management Assessment Process (QMAP) project development process. These alternatives will be assessed in greater detail to determine their technical, environmental, and cost implications, as well as their relative benefits to safety, accessibility, and connectivity. The evaluation will consider factors such as right-of-way constraints, constructability, drainage, and user experience to identify the most effective and context-sensitive solution for this location.

Recommendation

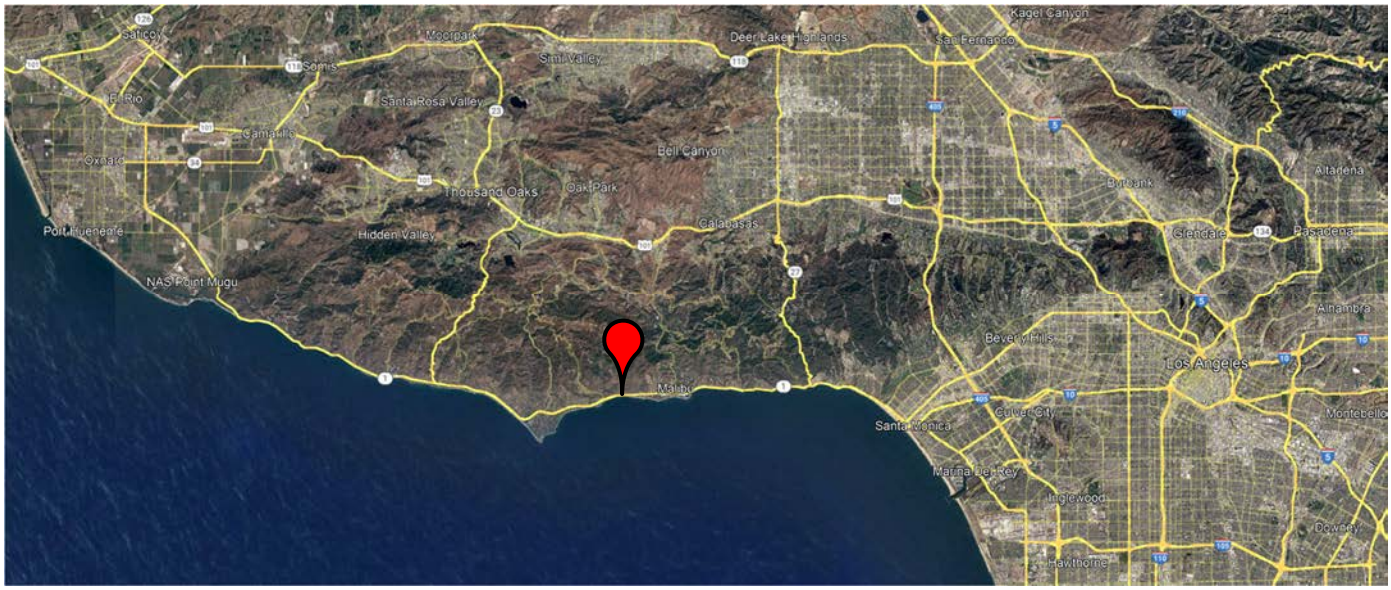
A pedestrian crossing of PCH within the study area has been determined to be feasible based on preliminary site conditions, traffic operations, and pedestrian activity patterns. To advance the project, the City should formally engage the California Department of Transportation (Caltrans) to initiate Project Initiation Documentation (PID) phase activities. This engagement will support the development of preliminary design concepts, identify potential environmental and right-of-way considerations, evaluate technical feasibility, and establish coordination requirements with regulatory and permitting agencies. Early collaboration with Caltrans will help ensure that the project complies with State Highway standards and that subsequent design and construction phases proceed efficiently.

INTRODUCTION

Project Background

The project is in the City of Malibu, an incorporated city in Los Angeles County, California. Within the City, PCH is a scenic coastal route that runs between the Pacific Ocean and the Santa Monica Mountains, offering ocean vistas on one side and rugged mountainous terrain on the other. The corridor passes through a diverse landscape of beaches, low-lying coastal areas, and hillsides, with drainage flowing southwest toward the ocean. PCH provides a visually striking drive and access to a variety of recreational opportunities while serving as a primary transportation artery for residential, commercial, and recreational areas. The highway extends approximately 21 miles within the City and includes 19 signalized intersections. As a State Highway, PCH is owned, operated, and maintained by the California Department of Transportation (Caltrans) District 7. **Figure 1** shows the project vicinity map.

Figure 1: Vicinity Map



Due to diverse land uses, high activity levels, and heavy corridor demand, PCH experiences recurring congestion during peak hours and seasonal coastal visitation periods. Vehicle speeds are often higher than desirable for safety and community quality of life, and collisions occur frequently – averaging one per day. These incidents often result in injuries or fatalities and contribute to periodic roadway closures and localized congestion.

In response to these safety concerns, the Southern California Association of Governments (SCAG) completed a corridor safety study in 2015 to identify strategies to reduce the frequency and severity of collisions. A pedestrian crossing of PCH in the vicinity of Malibu Seafood was identified as a potential project.

The City of Malibu is initiating a pedestrian crossing at Malibu Seafood to improve safety and operations along Pacific Coast Highway (PCH). The project, identified in the 2015 PCH Safety Study, will construct a pedestrian crossing connecting Dan Blocker County Beach (previously known as Corral State Beach) to the Sara Wan Trailhead near Malibu Seafood (25653 PCH). **Figure 2** shows the setting of the beach and roadway at Malibu Seafood.

The community supports a pedestrian crossing near Malibu Seafood to improve safety and connectivity. This location has been identified as a priority due to high pedestrian activity between the beach, commercial areas, and nearby trailheads, where current conditions create frequent conflicts with vehicles.

The crossing will provide ADA-compliant access, incorporate lighting for visibility, and require preparation of a stormwater pollution prevention plan and traffic control plan. Located within Caltrans' right-of-way, the project is subject to Caltrans' development and permitting process, the City's Local Coastal Program, and all applicable federal, state, and local regulations.

Figure 2: Beach and Roadway Setting



Caltrans is a key stakeholder, as the proposed project will traverse State right-of-way and interface directly with Caltrans roadway facilities. The project will be advanced under Caltrans' QMAP. To initiate this process, the City contacted Caltrans and was advised that a feasibility study must be completed prior to the allocation of Caltrans resources for project development support. This memorandum has been prepared to document the project feasibility.

Similar Initiatives

The City, in coordination with Caltrans, has implemented or is planning several pedestrian crossings along PCH to improve safety and accessibility:

- La Costa Beach Area (Rambla Vista East to Rambla Vista West)
  - Pedestrian Hybrid Beacon (PHB).
  - Installed in October 2019 to assist pedestrians in crossing PCH at an unsignalized location by activating beacon signals when a pedestrian is present.
- Palisades Bowl Mobile Home Park (16321 PCH)
  - Pedestrian Hybrid Beacon (PHB).
  - This PHB aims to facilitate pedestrian movement across five lanes of traffic to access the beach.
- Guernsey Avenue/PCH Intersection
  - New crosswalk striping.
  - Recently installed to improve pedestrian safety and visibility at this intersection.
- Encinal Canyon Road and El Matador Beach Road Intersections
  - Proposed roundabouts with enhanced pedestrian crossings.
  - Proposed quick-build roundabouts at these intersections to slow traffic and improve pedestrian safety.
- Trancas Creek Bridge
  - Bridge replacement with pedestrian facilities.
  - Caltrans is replacing the existing bridge with a new structure that includes separate pedestrian lanes, bike lanes, and wider shoulders to enhance safety for all users.

There are 17 traffic signals and 6 midblock PHB crossings on PCH in the City. These initiatives reflect Malibu's ongoing efforts to improve pedestrian safety along PCH, addressing both current needs and future demands.

Prior Caltrans Review for Undercrossing

In 2019, Caltrans prepared a memorandum in response to the City of Malibu's request to evaluate the feasibility of a pedestrian undercrossing of PCH utilizing the existing Corral Creek Bridge. The review, conducted by the Office of Stormwater and Landscape Architecture with input from Caltrans hydraulics personnel, examined the potential to use

the existing creek drainage channel for the pedestrian passage. The evaluation concluded that such a configuration was not recommended.

The site lies within Flood Zone AE, also known as the base flood area or 100-year floodplain, as designated by the Federal Emergency Management Agency (FEMA). FEMA regulations allow improvements within Flood Zone AE provided it can be demonstrated that the project will not increase the 100-year flood water surface elevation by more than one foot.

Caltrans discontinued further consideration of the undercrossing concept at the existing bridge based on this flood elevation criterion, without evaluating whether design alternatives could satisfy FEMA requirements or otherwise mitigate flood elevation impacts. In general, pedestrian facilities are not required to be located outside the 100-year floodplain. Modifications to the existing channel or bridge, or complete bridge replacement, are feasible strategies that could be explored to accommodate a pedestrian undercrossing while meeting FEMA criteria.

Purpose and Need

Purpose

Improve pedestrian safety by providing a pedestrian crossing of PCH in the vicinity of Corral Creek, (between Corral Canyon Road and Malibu Road) in Malibu, California – connecting on-street vehicle parking, local businesses, National Recreation facilities and coastal resources.

Enhance and improve coastal access for bicycles and pedestrians consistent with local coastal policies and plans.

Need

Between Latigo Canyon Road and Malibu Canyon Road (3.0 miles) there are only three marked pedestrian crossings of PCH. Between Corral Canyon Road and Malibu Road (0.7 mile) there are over 300 legal and informal on-street parking spaces located on both sides of PCH and primarily serving facilities for ocean activities (Corral State Beach), camping (Malibu RV Park), restaurant eating (Malibu Seafood), and hiking (Sara Wan Trailhead). Additionally, Metro provides Line 134 bus transit services to this area in both north- and south-bound directions. Transit users must cross PCH to use the system.

The need for pedestrians to cross PCH to access these facilities is high – with only one marked crosswalk at Corral Canyon Road. The walking distance for pedestrians using this marked crosswalk could be greater than 1.3 miles in one direction, or 2.6 miles round trip, which results in informal, dispersed and potentially unsafe pedestrian crossings. A pedestrian crossing is needed in this area.

Study Scope

The study area is on and adjacent to 0.7 miles of PCH (PM 49.7 to 50.4) in the City of Malibu, California – specifically between Corral Canyon Road on the west and Malibu Road on the east end. The site is within the California Coastal Commission's Coastal Zone. **Figure 3** shows the study area imposed on an aerial image.

Figure 3: Study Area



The project boundaries are set based on recreational opportunities (hiking and beach access), parking, proximity to amenities and lack of crossing opportunities.

Approach and Methodology

This memorandum presents a desktop-level feasibility analysis based on previously developed studies, reports, and available data to evaluate the potential for a pedestrian crossing at the project location. Upon confirmation of feasibility, the project will proceed into the Caltrans Quality Management and Project Delivery (QMAP) process, which includes project initiation, site-specific data collection, and detailed environmental and engineering analyses.

EXISTING CONDITIONS AND SITE ANALYSIS

Safety Deficiencies

Across the corridor, there are recurring safety issues. The first is conflict among travel modes due to competing demands for shoulder use. In areas without sidewalks or bike lanes, pedestrians, cyclists, buses, parked vehicles, and service activities all rely on the shoulder. This limited space within the public right of way creates frequent operational conflicts that require coordinated management or expansion to improve safety.

Parking is a recurring issue along the corridor. Parking demand on PCH far exceeds what is typical for a major roadway, as much of it is accommodated on-street rather than in off-street lots. Parking maneuvers, including slowing to search for spaces, sudden stops, backing, and reentering traffic, create conflicts with pedestrians and cyclists using the shoulder. These maneuvers also disrupt vehicle flow, increasing friction in the right-hand lane and elevating collision potential.

Conflicts between vehicles and pedestrians are common throughout the corridor. As noted previously, pedestrians often share the shoulder with vehicles, and crosswalk visibility and consistency vary significantly. Additional conflicts arise from transit activity, as all bus riders are pedestrians at the start and end of their trips. Many bus stops, some of which predate ADA requirements, lack safe or direct pedestrian connections – particularly those on the north side of PCH opposite key destinations. Without marked crossings nearby, riders frequently cross mid-block. Access to many stops is limited even for able-bodied users, with some lacking paved paths or connections outside the roadway.

Roadway Characteristics

PCH is a primary north-south highway that follows California's Pacific coastline, providing critical regional connectivity and scenic coastal access. In this segment, PCH is a four-lane highway with notable grades near Malibu Canyon Road and Sea Vista Drive. The vertical alignment varies from flat to rolling terrain in both directions. Due to limited sight distance and vertical curvature, particularly between Latigo Canyon Road and Sea Vista Drive, U-turns are prohibited by median treatments such as raised concrete medians, delineators, or double yellow centerlines.

Left-turn lanes provided at Corral Canyon Road and Puerco Canyon Road. The westbound approach at Corral Canyon Road includes an exclusive U-turn lane. The segment lacks curve, speed, and access warning signs, and street lighting is not provided. Residential driveways and access roads on the north side of PCH have steep grades and lack adequate signing, striping, and illumination. Most driveways along this corridor are limited to right-in/right-out access.

On-street parking is available near commercial areas on both sides of Pacific Coast Highway (PCH), creating potential for sudden parking and turning maneuvers. Near Paradise Cove, for instance, free on-street parking serves as an alternative to paid private parking, leading to frequent U-turns at intersections and midblock locations. These maneuvers contribute to congestion, sudden stops, and vehicle conflicts along the corridor. Street lighting is not provided. The posted speed limit is 50 mph. A speed-monitoring radar is located just west of the Malibu Canyon Road intersection.

The roadway facility is composed of two 12-foot-wide travel lanes and an 8-foot-wide shoulder in each direction. The lanes are separated from each other by either 6- to 12-foot-wide painted median island (western 1,000 feet starting at Corral Canyon Road), or a 6-foot-wide raised concrete median for the remainder of the study area. The functional use zones of this roadway section are illustrated in **Figure 4**.

Figure 4: Roadway Uses



Pedestrian Environment

The City of Malibu attracts millions of visitors annually to its beaches, all accessed via PCH. On-street parking near beaches and the concentration of commercial areas along PCH generate substantial pedestrian activity, creating frequent conflicts with vehicular traffic. In this segment, pedestrians primarily travel between parking areas and destinations, while a smaller portion walk to transit stops or from local residences.

Pedestrian infrastructure is limited, with no sidewalks and few marked crosswalks. Existing crosswalks are located at Corral Canyon Road, with the next nearest crossings 1.9–2.6 miles away, forcing pedestrians to cross midblock. Most pedestrian movement occurs on roadway shoulders or informal paths connecting PCH to beaches, increasing exposure to vehicles. The roadway is divided with parking on both sides, and street lighting is minimal, provided only at the lifeguard structure near Corral Creek and at the Corral Canyon Road traffic signal, which further reduces visibility during low-light conditions.

These conditions – high vehicle speeds, midblock crossings, parking maneuvers, and lack of continuous pedestrian facilities – create elevated safety risks. Transit access is limited; Bus Route 134 provides one stop in each direction near Corral Creek and Corral Canyon Road, generating additional pedestrian-vehicle interactions at these points. The combination of recreational, residential, and commercial land uses, along with limited infrastructure, underscores the need for targeted pedestrian safety improvements in this corridor.

Bicycle Environment

In this section, PCH widens into an undulating four-lane arterial with short but steep grades. Vehicle speeds tend to increase through this segment, although the wider shoulders provide additional space for cyclists. Popular hill-cycling routes are accessed from this area. Driveways and intersecting streets are less frequent than in adjacent segments; however, most intersections lack adequate signage and illumination. Edge striping is present in both directions, but designated bicycle lanes are not provided.

Traffic Data

Traffic data for the study area was obtained from the July 2012 investigation documented in the *2015 PCH Safety Study*. **Table 1** summarizes vehicular Average Daily Traffic (ADT), and **Table 2** presents bicycle peak-hour volumes. Pedestrian volumes were not recorded as part of the 2012 data collection effort; however, they will be documented as part of subsequent engineering studies.

Table 1: Vehicle Average Daily Traffic

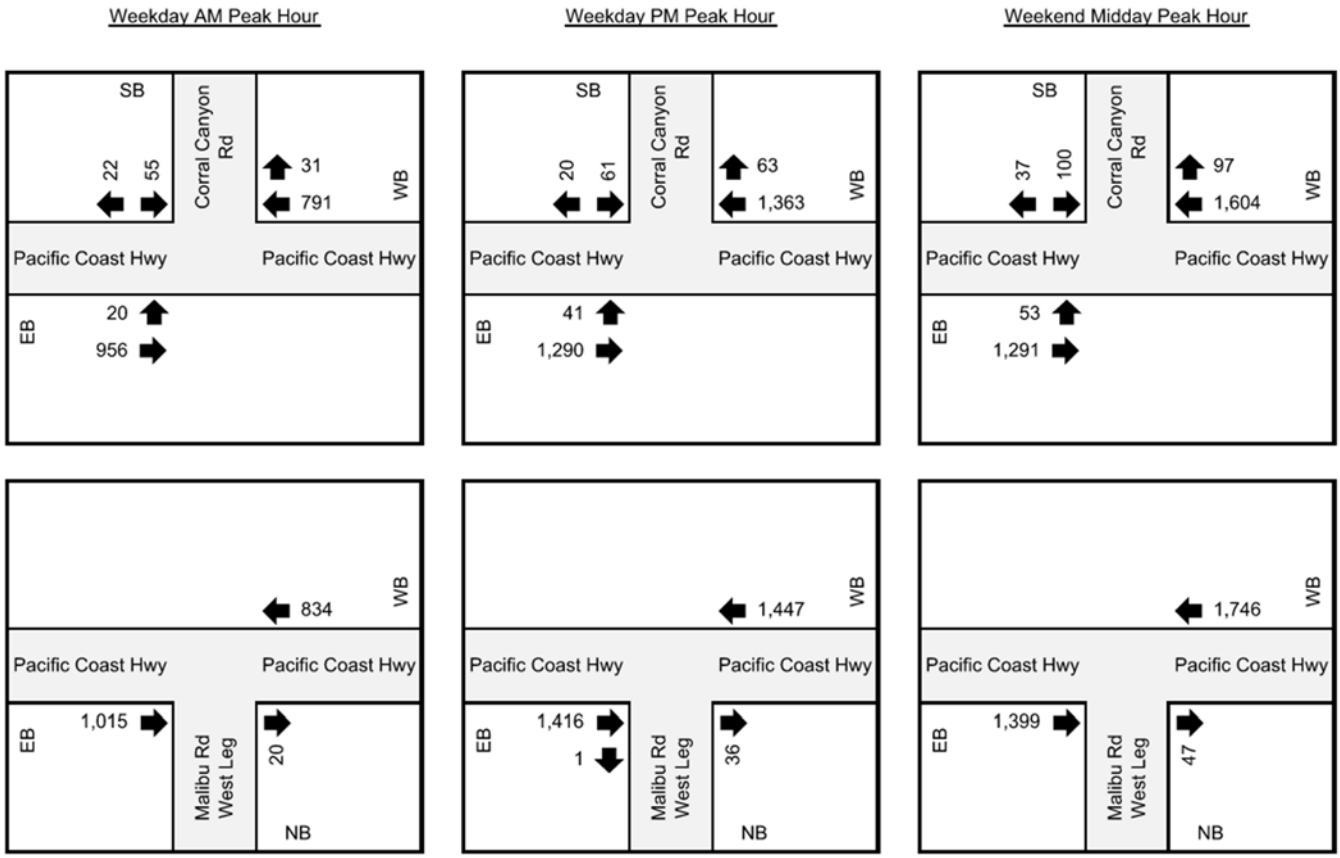
	Weekday	Weekend
Northbound	17,375	20,944
Southbound	17,026	20,393

Table 2: Bicycle Peak Hour Volume

	Weekday	Weekend
Northbound	9	32
Southbound	5	130

Corral Canyon Road and Malibu Road (west leg) bound the study area. Turning movement counts for these intersections were also provided in the 2015 PCH Safety Study. **Figure 5** displays the turning movements for weekday AM and PM, and weekend midday peak hour vehicle volumes.

Figure 5: Turning Movements – PCH at Corral Canyon Road and Malibu Road (West)



Crash history

A review of Statewide Integrated Traffic Records System (SWITRS) data for City of Malibu for all dates available (1/1/2014 to 6/30/2025) shows that there were 1,657 crashes, with 52 victims killed and 2,444 injured. Of these crashes, 126 involved pedestrians (28 killed and 129 injured) and 95 involved bicyclists (5 killed and 101 injured).

Of the 126 pedestrian-involved crashes almost 40% were attributed to crossing not in a crosswalk and associated pedestrian violations:

- 24% Pedestrian failure to yield right-of-way to vehicles when crossing outside of a marked or unmarked crosswalk.
- 8% Pedestrian failure to cross at crosswalks between adjacent traffic signal-controlled intersections.

- 6% Pedestrian failure to walk close to the edge of the roadway when there is no sidewalk present / Pedestrian failure to walk on the left-hand edge of the roadway when outside of a business or resident district, unless crossing is not possible.

Figure 6 is a heat map of crashes involving pedestrians and bicyclists within and adjacent to the project study area.

Figure 6: SWITRS Heat Map of Crashes Involving Pedestrians and Bicyclists



Additional information shown in **Tables 3 and 4** for Malibu and Los Angeles County was obtained from the California Office of Traffic Safety (OTS), the Transportation Injury Mapping System (TIMS), and Caltrans "Annual Crash Data on California State Highways".

Table 3: Collision Data on California State Highways (Conventional Highway; Fatal and Injury; LA County)

	2013	2014	2015	2016	2017	2018	2019	2020	2022	2023	Ave	% Tot
Total	1802	2107	2079	2284	1931	1795	1608	1370	1399	1576	1795	100%
Pedestrians	130	111	113	108	85	96	88	74	82	112	100	5.6%
Bicycle	111	104	116	106	79	71	48	49	34	54	77	4.3%

Table 4: California Office of Traffic Safety (Malibu)

	2018	Rank	2019	Rank	2020	Rank	2021	Rank	2022	Rank	Ave	% Tot
Total	190	1/102	200	1/103	170	1/103	216	1/101	203	1/104	196	100%
Pedestrians	15	1/102	12	1/103	8	5/103	15	1/101	15	1/104	13	6.6%
Bicycle	13	2/102	6	8/103	10	2/103	10	3/101	7	9/104	9	4.7%

ALTERNATIVES ANALYSIS

Identification of Alternatives

No-Build

The no-build alternative assumes existing conditions along PCH would remain, and pedestrians would continue to cross at informal or distant locations. While this option avoids construction and environmental impacts, it does not improve safety, accessibility, or connectivity. Pedestrian-vehicle conflicts would persist or worsen as traffic and visitor activity increase.

At-Grade Alternatives

At-grade alternatives include marked crosswalks, curb extensions, Rectangular Rapid-Flashing Beacons (RRFBs), and Pedestrian Hybrid Beacons (PHBs).

Grade-Separated Alternatives

Analyze pedestrian overpasses or underpasses. Due to the terrain and project location in the California Coastal Zone, overpasses are deemed infeasible.

Evaluation Criteria and Ranking

Table 5 is an initial weighted decision matrix that can be used to compare alternatives based on specific criteria.

Table 5: Evaluation Matrix

	Maximum Possible Points	No-Build	At-Grade Traffic or HAWK Signal	Grade-Separated New Road Bridge with Pedestrian Undercrossing	Grade-Separated Standalone Pedestrian Undercrossing
Safety Benefits	40	0	32	36	40
Connectivity	20	0	20	20	16
Accessibility	15	3	15	12	12
Environmental Impact	10	10	10	3	6
Estimated Cost Rank	10	10	9	1	5
Constructability	5	5	4	1	2
Total	100	28	90	73	81

Safety Benefits

Measures the potential reduction in pedestrian–vehicle conflicts and crashes, and overall safety of use. Higher values indicate greater safety benefits. Grade-separated facilities provide the highest level of protection. The standalone pedestrian undercrossing ranks highest, as it eliminates interaction with traffic and is not expected to be affected by creek storm flows.

Connectivity

Assesses improvements to access between coastal areas, parking, public transportation, restaurants, and restrooms. Higher values indicate stronger connectivity. The at-grade crossing ranks well because users can cross directly without passing under the roadway. The bridge with undercrossing also ranks well, as it allows pedestrian paths both along and under the highway, enhancing access across the creek.

Accessibility
Evaluates compliance with ADA standards. All the build alternatives provide ADA-compliant access. The at-grade option ranks well since it avoids elevation changes. While undercrossing options include ADA ramps, the required grade changes may reduce user convenience.

Environmental Impact
Considers potential effects on wetlands, habitats, and other sensitive resources. The at-grade option ranks highest due to its smaller footprint, minimal excavation, and avoidance of riparian habitat near the creek.

Estimated Cost Rank
Project cost estimates were prepared and then ranked linearly from least cost ranked 10 to highest cost ranked 1.

Constructability
This covers ease of construction, including right of way or easement acquisition and utility conflicts. The no-build and at-grade options rank highest.

FINANCIAL FEASIBILITY

Table 6 provides a high-level breakdown of estimated costs for the four alternatives. The costs are based on Caltrans Construction Contract Cost Data base and their "11-Page Preliminary Cost Estimate Template."

Table 6: Planning-Level Cost Estimate

	No-Build	At-Grade Traffic or HAWK Signal	Grade-Separated New Road Bridge with Pedestrian Undercrossing	Grade-Separated Standalone Pedestrian Undercrossing
Roadway and Structures Construction	$0	$1,395,000	$12,200,000	$5,425,000
Right of Way	$0	$0	$2,500,000	$1,875,000
Support	$0	$965,000	$8,100,000	$3,600,000
Total	$0	$2,360,000	$22,800,000	$10,900,000

Roadway and Structures Construction
Capital construction costs are included in this section. Subsections include earthwork, pavement structural section, drainage, specialty items, environmental, traffic items, minor items, structures, mobilization, and contingency.

Right of Way
Right of way and easement acquisition capital costs are included in this category of project expense. Project-borne utility relocation expenses are included here as well.

Support
These include non-capital costs such as Caltrans and City management, engineering and planning for PID, PA&ED and PS&E phase work activities, right of way work and construction management, inspection, and testing.

RECOMMENDATIONS AND NEXT STEPS

The objective of this memorandum is to assess, with supporting documentation, the feasibility of a pedestrian crossing within the study area on Pacific Coast Highway (PCH) between Corral Canyon Road and Malibu Road. The findings indicate that multiple alternatives could satisfy the project's purpose and need. Based on this determination, the next step is to initiate the Caltrans Quality Management Assessment Process (QMAP) through commencement of the Project Initiation Document (PID) phase.

City Council Meeting
07-13-26
Item 6.B.

Council Agenda Report

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

Prepared by: Patrick Achis, Senior Planner

Reviewed by: Yolanda Bundy, Community Development Director
Tyler Eaton, Assistant Community Development Director

Approved by: Joseph D. Irvin, City Manager
Trevor Rusin, Interim City Attorney

Date prepared: July 10, 2026 Meeting date: July 13, 2026

Subject: Amending and Replacing Resolution Nos. 20-65 and 21-17 ("Wireless Design Standards") to Restrict New Wireless Facilities in Residential Areas

---

RECOMMENDED ACTION: 1) Adopt Resolution No. 26-53 (Attachment 1) amending and replacing Resolution No. 20-65 (wireless facilities in the public right-of-way) to restrict new wireless facilities in residential areas, define "residential areas," and revise related spacing, separation, and location preference standards; 2) Adopt Resolution No. 26-54 (Attachment 2) amending and replacing Resolution No. 21-17 (wireless facilities on land other than the public right-of-way) to restrict new wireless facilities in residential areas and define "residential areas"; and 3) Determine that these resolutions are not subject to the California Environmental Quality Act (CEQA) and, in the alternative, are exempt from CEQA

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN IMPLEMENTATION: This item advances Goal 1, Objective 1.2 of the 2025-2028 Strategic Plan by modernizing development policies and procedures citywide to support resilient community development.

BACKGROUND: At its June 22, 2026 meeting, the City Council directed staff to work with community members represented by W. Scott McCollough to evaluate adding restrictions on new wireless facilities in residential areas, also referred to as the "residential fix" to the current standards. The proposed amendments to the City's

Wireless Design Standards (City Council Resolution Nos. 20-65 and 21-17) implement that direction for placements of new wireless facilities both in public rights-of-way and on private property (Attachments 1 and 2). After the "residential fix" is implemented, the location standards for new wireless facilities will continue to prioritize placements along Pacific Coast Highway (PCH) and the major arterial roads (shown in Figure CI-1 of the General Plan (Attachment 5)), instead of in residential areas.

Following the June 22 City Council meeting, Mr. McCollough submitted suggested changes which included proposals for addressing the "residential fix" as well as other changes between the two resolutions. Staff and the City Attorney's Office independently reviewed the proposed changes and discussed the subject amendments with Mr. McCollough. Per the Council's direction, the "residential fix" changes were prioritized and brought forward for this meeting.

Other changes proposed by Mr. McCollough that go beyond the Council's June 22, 2026, direction regarding the "residential fix" have been discussed, but are substantial in size and require additional time to review by Staff and the City Attorney's Office to ensure consistency with state and federal law. Staff intends to return with more amendments at a future Council meeting in August or September to address these proposals.

Malibu's Wireless Regulation History

In 2020 following concern regarding a batch of new wireless applications, the Council directed staff to update the City's wireless regulations to reflect changes in federal and state law. The actions listed below implemented this direction in a series of steps with the community, including with Mr. McCollough, adopting local standards within the limits of federal and state law:

- Public Right-of-Way (ROW) Standards - On December 9, 2020, the City Council adopted Urgency Ordinance No. 477U (made permanent by Ordinance No. 477 in 2021) regulating placement of wireless facilities in the public right-of-way. The ordinance was codified in Malibu Municipal Code (MMC) Title 12 (Streets, Sidewalks and Public Places) as Chapter 12.02. At the same hearing, the Council adopted Resolution No. 20-65, establishing design and development standards and standard permit conditions for those facilities.

- Public Workshop - On December 16, 2020, City staff and the City Attorney's Office held a public workshop on the City's existing ordinance regulating placement of wireless facilities outside the public right-of-way (MMC Chapter 17.46), relevant regulatory documents, and federal and state law.

- § Non-Right-of-Way Update - Staff then developed the draft update to Chapter 17.46. On April 12, 2021, the Council adopted Resolution No. 21-17, establishing engineering, design and location standards, conditions of approval, and application requirements for facilities permitted under Chapter 17.46. and on April 26, 2021, the Council adopted Ordinance No. 484, revising that chapter.

Public recommendations, including those from residents and their legal counsel, Mr. McCollough; and input from the Center for Municipal Solutions (CMS), the City's current wireless consultant; informed the development of the requirements for both the public right-of-way and non-right-of-way wireless standards. The City selected the technical reviewer (CMS) recommended by the public through a competitive Request for Proposals process, and CMS currently reviews wireless applications for compliance alongside City Staff during application review. No wireless permit is approved without review and input from CMS.

Design Standards Adopted by Resolution

MMC Chapters 12.02 and 17.46 each authorize the City Council to establish engineering, design, and location standards, and standard conditions of approval, by resolution. Resolutions are external documents to the Municipal Code but supplement it and specify technical requirements. This structure allows the City to adapt its regulations as law and technology change. The Wireless Design Standards for both right-of-way and non-right-of-way were adopted by Council through Resolutions 20-65 (ROW) and 21-17 (Non-ROW). They require stealth (concealed) design, establish residential spacing standards, and contain standard permit conditions.

Wireless Application Activity

The City has recently processed a number of wireless applications; however, most of these applications involve modifications to existing facilities or "eligible facilities requests" (EFRs). EFRs are proposed changes to existing wireless facilities, a category of applications federal law and FCC regulations requires the City to approve when specified criteria established by Federal Communications Commission (FCC) are met. Over the past year, the Planning Division issued decisions approving 39 wireless applications, all processed as EFRs. Twelve of those decisions have been appealed administratively.

The City has not approved a new (non-EFR) wireless facility in approximately three and a half years. Staff believes that is due to the requirements of the existing wireless regulations and the fulsome limitations and regulations imposed by the City. The subject amendments are a prospective change to the Council's location standards. These changes do not (and cannot) affect EFR applications.

Applicable Federal Law

There are two common application types in Malibu, and different regulatory standards govern each.

TABLE 1 – WIRELESS APPLICATION TYPES

Type of Request	Overview	City Authority
Eligible Facilities Request (EFR)	A modification to an existing wireless site, such as replacing antennas or adding equipment, that does not substantially change the facility according to FCC criteria.	Federal law requires approval if the request does not substantially change the facility under criteria set by the FCC. Review is limited to those criteria, which incorporate the facility's approved concealment elements and conditions of approval; the City cannot require relocation or impose new design standards.
New Wireless Facility / Non-EFR	A new wireless location on an existing structure with no wireless, a new or replacement pole, or a modification that exceeds the federal EFR limits.	Subject to the City's local review standards to the extent allowed under federal law. This may include being subject to the Local Coastal Program.

DISCUSSION: The amendments restrict new (non-EFR) wireless facilities in residential areas, both in the public rights-of-way and on private property by prohibiting their location in these areas unless an exception is needed and granted to ensure compliance with state and federal law. A new non-EFR facility may be approved in residential areas, as defined, only through the existing exception provisions of Chapter 12.02 and the parallel provision of Chapter 17.46, and the Resolutions.[1] The Planning Commission, Director, or Hearing Officer may grant an exception to locate in residential areas only if the applicant demonstrates through clear and convincing evidence that an exception should be granted[2]. Staff anticipates applicants will be discouraged from seeking sites in residential areas, but may from time to time seek an exception on the basis that denial of an application would, within the meaning of federal law, (1) prohibit or effectively prohibit the provision of personal wireless services, or (2) otherwise violate applicable laws or regulations.[3] If an exception is granted, the standards are waived only to the minimum extent required to avoid the prohibition or violation. In plain terms, the waiver process exists because federal law does not allow the City to apply its standards in a way that leaves a carrier unable to provide personal wireless services, in conflict with federal law limits on local authority; this may be considered an "effective prohibition" which is disallowed.

[1] Exception provisions appear in Reso. No. 20-65, § 9; and Reso. No. 21-17, § 7, implementing MMC Sections 12.02.050(E) and 17.46.060(D), respectively.
[2] Waiver authority is the Planning Commission for facilities outside the right-of-way and the Director or Hearing Officer for right-of-way facilities.
[3] MMC Sections 12.02.050(E), 17.46.060(D), Reso. No. 20-65, § 9(A)(1); and Reso. No. 21-17, § 7(A)(1).

A new definition of “residential areas” establishes where the new siting restriction applies. Utility poles along PCH or other major arterial roads as depicted in Figure CI-1 of the City’s General Plan remain available as preferred and allowed locations for wireless siting. The practical effect is to strengthen the direction to site new facilities on PCH and arterial roads where the City’s location preferences have channeled them since 2020, while preserving the availability of the waiver process to avoid case-by-case conflicts with federal law. Attachments 3 and 4 include redlines showing each amendment in context.

The following summarizes the changes, and Table 2 compares current and proposed standards.

- Resolution No. 26-53 (amending and replacing Resolution No. 20-65, Public ROW) adds the definition of residential areas. The “residential areas” definition expressly excludes utility poles along PCH and the Figure CI-1 arterials. The amendment increases the 600-foot facility spacing standard to 1,000 feet, retaining the arterial exception. It also renumbers and amends the location preferences and adds the residential restriction under the Subsection 5.C (Discouraged and Disallowed Locations/Zones).

- Resolution No. 26-54 (amending and replacing Resolution No. 21-17, Non-ROW) adds the “residential areas” definition for parcels, removes residential from the least appropriate locations designation in Section 5.C.6, and adds new Subsection 5.D (Disallowed Locations) containing the parallel restriction.

TABLE 2 – CURRENT AND PROPOSED STANDARDS

Standard	Current	Proposed
Residential siting *(Reso. 20-65 and 21-17)*	Location preferences disfavor residential siting. New facilities may be approved in residential areas through discretionary review. EFRs are excluded.	Residential areas are designated disallowed locations for new facilities. Approval is available only through an exception. EFRs are excluded.
Definition of “residential areas” (new)	Not defined. The resolutions refer to areas “adjacent to any residential zone district.”	Defined terms. Non-ROW: Parcel zoning under MMC Chapter 17.06. ROW: a parcel abutting or fronting the right-of-way within 300 feet of the proposed facility. Utility poles along PCH and arterials excluded.
Spacing *(Reso. 20-65 § 5.A)*	600 feet between facilities adjacent to residential zones. PCH and arterials excepted.	Increased to 1,000 feet. PCH and arterial poles excepted; does not apply adjacent to commercial zone districts.
Location preferences	Favor arterials, non-residential property,	One new preference inserted: adjacency

TABLE 2 – CURRENT AND PROPOSED STANDARDS		
Standard	**Current**	**Proposed**
(Reso. 20-65 § 5.B)	and existing structures.	to non-residentially designated property (Item 2). List renumbered.
Exceptions *(MMC Chs. 12.02 and 17.46; Reso.20-65 § 9; (Reso. 21-17 § 7)*	Exceptions to standards may be granted upon clear and convincing evidence. Basis for an exception is that denial would effectively prohibit service under federal law, or otherwise violate applicable laws or regulations.	The generally applicable exception process in each resolution continues to be available to applicants, including as applied to the new residential restriction.

Scope and Applicability

The restriction applies only to new (non-EFR) facilities in residential areas, both in the public rights-of-way and on private property. It does not require relocation of existing facilities or apply to EFRs. If adopted, the amendments take effect immediately and apply to applicable applications submitted after the effective date. Pending applications are reviewed under the standards in effect when each application was submitted.

Health and Safety

The amendments do not change the Wireless Design Standards' existing health and safety standards. The Standards require compliance with the California Building, Electrical, and Fire Codes, along with backup power consistent with Fire Code Section 1206.2.2, seismic and site-hardening standards, and operational noise limits. The Standards also require the applicant to obtain third-party verification that the facility complies with the FCC's radiofrequency exposure standards. Federal law preempts local regulation of radiofrequency (RF) emissions for compliant facilities (47 U.S.C. § 332(c)(7)(B)(iv)). In practice, the City may verify compliance with the FCC's exposure standards, but it may not regulate the placement of a compliant facility based on the environmental effects of RF emissions.

Comparison with the City of Calabasas

Commentary from members of the public claimed that the Calabasas had a more robust ordinance than Malibu. The City Council directed staff to examine how the City of Calabasas wireless facilities regulates wireless facilities under their Municipal Code Chapter 17.31 (Ordinance No. 2021-391) and Wireless Facility Design Guidelines adopted by Council resolution. Unlike Malibu, Calabasas is not in the coastal zone, and many of its residential areas lie within homeowners associations.

Calabasas adopted its current regulations partly in response to the 2018 Woolsey Fire. Its 2019 citywide survey found a majority of respondents dissatisfied with wireless

service, including its reliability during the fire, and willing to accept new sites, including in neighborhoods, if appropriately disguised or screened. Calabasas designed the 2021 update to encourage such deployment, and the ordinance included an 18-month fee reduction for new facilities.

Under Calabasas' updated regulations, for new facilities, there are two permit tiers.[4] A new stealth facility qualifies for a Tier 1 permit, an administrative review with no public hearing. Tier 1 facilities are allowed in residential and open space zones (which are the least desirable in Malibu's laws) on developed properties under common ownership, such as a homeowners association. Tier 1 facilities are also exempt from the 1,000-foot residential, school, and park setback that applies to Tier 2 facilities. Under Calabasas' design guidelines, for example, a new freestanding macro-tower designed as a faux tree with screened or disguised antennas and underground equipment qualifies as stealth (Tier 1) (See Exhibit 1). In Malibu, such applications would be subject to the full application of the City's wireless laws (which limit placement in residential and open space areas) and would be subject to a coastal development permit (CDP) (which requires further scrutiny and discretion in order comply with the City's Local Coastal Program). In Calabasas, Tier 2 permits are required for new facilities that do not qualify for Tier 1, and only a Tier 2 permit requires a public hearing. As explained above, stealth facilities do not require the Tier 2 process.

For new facilities in residential areas, Malibu's current and newly proposed amendments are more restrictive than Calabasas' regulations. Calabasas permits large macro-tower stealth facilities administratively on qualifying residential properties. In contrast, the amendments restrict new facilities in residential areas unless an exception is granted. The current Malibu design standards designate residential areas as the least desirable for wireless siting. Both approaches are lawful policy choices within the federal framework described in Table 1.

[Remainder of page left intentionally blank]

[4] The City of Calabasas processes modifications to existing facilities under a separate permit type.



Figure 12: Unsuccessful example outside Calabasas; faux tree species is not compatible with surrounding trees, and equipment is not properly camouflaged—antennas still visible.



Figure 13: Successful example in Calabasas, faux tree species is compatible with surroundings and antennas are properly camouflaged.

Exhibit 1 – Calabasas' Wireless Facilities Design Guidelines, Figures 12 and 13: a non-stealth faux tree facility on the left (Tier 2, requiring discretionary review) and a stealth faux tree facility on the right (Tier 1, eligible for administrative approval even in residential areas). What would be allowed as an administrative approval in Calabasas would require a CDP and a public hearing in Malibu under the current laws.

Coastal Zone and Local Coastal Program

The entire City is within the coastal zone. The amendments revise engineering, design and location standards adopted by City Council resolution pursuant to MMC Chapters 12.02 and 17.46, and do not amend the City's certified Local Coastal Program (LCP). The Wireless Design Standards operate in addition to, and not in place of, the LCP. Coastal development permit requirements apply to new wireless facilities where applicable. The amendments do not affect coastal resources. A waiver granted under the Wireless Design Standards does not exempt a facility from any required coastal review, and nothing in the amendments authorizes development inconsistent with the certified LCP.

The LCP itself addresses wireless facilities. The Council approved Local Coastal Program Amendment (LCPA) No. 16-007, amending the Local Implementation Plan (LIP) provisions regulating wireless communications facilities, concurrently with Ordinance No. 484 in April 2021. Since the last Council meeting, staff has reinstated discussions with the California Coastal Commission to finalize the certification process.

ENVIRONMENTAL REVIEW: The Resolutions are not a project within the meaning of Section 15378 of CEQA Guidelines, because they have no potential for resulting in physical change in the environment, directly or indirectly. The Resolutions do not

authorize any specific development or installation on any specific piece of property within the City's boundaries. Moreover, when and if an application for installation is submitted, the City will at that time conduct a preliminary review of the application in accordance with CEQA.

Alternatively, if the Resolutions are a "project" within the meaning of CEQA Guidelines Section 15378, the Resolutions are exempt from CEQA on multiple grounds. First, the Resolutions are exempt because the City Council's adoption of the Resolutions is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (CEQA Guidelines, § 15061(b)(3)). That is, adoption of the Resolutions has no potential to cause a significant effect on the environment as it does not approve any development and limits the potential for development more than currently exists under the City's regulations. Second, the Resolution is categorically exempt under State CEQA Guidelines §§ 15307 and 15308 as an action taken by a regulatory agency, as authorized by local ordinance (MMC Chapters 12.02 and 17.46), to assure the protection of natural resources and the environment. The Resolutions strengthen the City's location and design standards for new wireless facilities. They do not weaken any existing standard and do not authorize any construction or development. The City's wireless permitting process involves procedures for protection of the environment, including discretionary review of each application and coastal development permit review under the certified Local Coastal Program where applicable. None of the exceptions in CEQA Guidelines § 15300.2 applies.

In order to install a facility in accordance with the Resolutions, the wireless provider would have to submit an application for installation of the wireless facility. At that time, the City will have specific and definite information regarding the facility to review in accordance with CEQA.

PUBLIC NOTICE: The agenda for this item was posted consistent with the Brown Act at least 72 hours before the meeting. Staff sent a courtesy email with the meeting date and participation instructions to the interested parties list for wireless matters and updated the City's wireless facilities webpage with notification of this meeting. The City also maintains a Pending Applications page on its website and earlier this year published a Wireless Facilities FAQ and fact sheet explaining the City's review process.[5] Public comments on this item have been received both at public meetings and through general correspondence since February 2026.

SUMMARY: Staff recommends that the City Council adopt Resolution Nos. 26-53 and 26-54, amending Resolution Nos. 20-65 and 21-17. The amendments restrict new wireless facilities in residential areas (both in ROW and non-ROW), define "residential

[5] Visit malibucity.org/pendingwireless to read the Wireless Fact Sheet and the Pending Applications Report.

areas," and make conforming changes in the ROW to the spacing, separation, and location preference standards.

ATTACHMENTS:

1. Resolution No. 26-53 Amending and Replacing Resolution No. 20-65 (Public Right-of-Way)
2. Resolution No. 26-54 Amending and Replacing Resolution No. 21-17 (Non-Right-of-Way)
3. Redline of Resolution No. 20-65
4. Redline of Resolution No. 21-17
5. Figure CI-1 of the City's General Plan (Map of Major Arterial Roadways)

RESOLUTION NO. 26-53

A RESOLUTION OF THE CITY OF MALIBU AMENDING AND REPLACING RESOLUTION NO. 20-65 (WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY) TO RESTRICT NEW WIRELESS FACILITIES IN RESIDENTIAL AREAS, DEFINE "RESIDENTIAL AREAS," AND REVISE THE RELATED SPACING, SEPARATION, AND LOCATION PREFERENCE STANDARDS; AND FINDING THAT THIS RESOLUTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND, IN THE ALTERNATIVE, IS EXEMPT FROM CEQA

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

SECTION 1. Recitals

A. Chapter 12.02 of the Malibu Municipal Code (MMC) governs the permitting, installation, and regulation of personal wireless services facilities in the City's public right-of-way (ROW);

B. MMC Section 12.02.050(D) provides that "[a]ll applicants shall engineer, design and locate the wireless facilities in accordance with the standards and wireless regulations set forth separately though the resolution adopted by the City Council;"

C. The City's public rights-of-way are a uniquely valuable public resource, closely linked with the City's character, making the regulation of wireless installations in the public rights-of-way necessary to protect and preserve the aesthetics in the community;

D. Being authorized to do so, the City wishes to establish engineering, design and development standards applicable to wireless installations in the public rights-of-way;

E. The City also wishes to set standard conditions of approval applicable to wireless ROW permits; and

F. On December 9, 2020 the City Council conducted a duly noticed public hearing and received testimony from City staff and all interested parties regarding the engineering, design and development standards.

G. On July 13, 2026 the City Council a duly noticed meeting and received testimony from City staff and all interested parties regarding the residential restriction.

SECTION 2. Purpose.

The purpose of this document is to (1) establish design and location standards (Standards) for wireless facilities in the public right-of-way (ROW) within the City; and (2) set standard conditions of approval for Wireless ROW Permits (WRPs).

SECTION 3. Definitions.

For the purposes of these Standards, the definitions set forth in Malibu Municipal Code (MMC) Section 12.02.020 are incorporated by reference into this Resolution and in addition the following definitions apply:

A. "Pole-mounted facility" means a wireless facility that is, or is proposed to be, attached to or contained in a pole.

B. "Residential areas" means the portion of the public right-of-way, excluding utility poles along Pacific Coast Highway or other major arterial roadways as depicted in Figure CI-1 of the City's General Plan, where any parcel abutting or fronting the right-of-way within three hundred (300) feet of the proposed facility is zoned RR, SF, MF, MFBF, or MH, or is a Planned Development parcel whose principal use is residential, under MMC Chapter 17.06. Distance shall be measured from the farthest projection of the proposed wireless facility to the nearest such residential parcel line.

C. "Stealth facility" (or "stealth facilities") means a wireless facility designed to look like something other than a wireless tower or base station.

SECTION 4. General Standards for all Facilities.

The following standards shall apply to all wireless facilities in the ROW:

A. All wireless facilities shall be engineered and designed to minimize the visual impact by means of placement, screening, camouflaging, painting and texturing and to be compatible with existing architectural elements, building materials and other site characteristics. The applicant shall use the smallest and least visible antenna possible to accomplish the facility's objectives. All antennas and support structures shall be painted and/or textured to achieve architectural compatibility with the structures for which they are attached and/or located.

B. Prohibition of Generators. Permanent generators are prohibited.

C. General Orders. All installations shall comply with applicable California Public Utilities Commission ("CPUC") General Orders, including, but not limited to General Order 95, and, if stricter, the pole owner's safety standards. None of the engineering or design standards are meant to conflict with or cause a violation of CPUC General Orders. Accordingly, the Standards can be adjusted on a case-by-case basis if it is demonstrated that adjustment is necessary to ensure compliance with CPUC rules on safety.

D. Electric Service. The permittee shall request that the permittee's electric service provider apply flat-rate billing for any proposed electric service, wireless smart metering or other alternative metering option that would obviate the need for an above-grade electric meter. If flat-rate service is not available, applicants may install a shrouded "smart meter" that shall not exceed the width of the pole; provided, however that such smart meter shall be placed at least ten (10) feet above ground level. If the proposed project involves a ground-mounted equipment cabinet, an electric meter may be integrated with and recessed into the cabinet, but the Director shall not approve a separate ground-mounted electric meter pedestal unless (1) the separate ground-mounted meter pedestal would be placed off the sidewalk and (2) the applicant demonstrates with clear and convincing evidence that all other alternatives for the electric meter are not available. All support equipment located within cabinets, shelters, or similar structures shall be screened from public view to the maximum extent feasible. Undergrounding of support equipment is required wherever practicable.

E. Security. All equipment and facilities shall be installed in a manner to avoid being an attractive nuisance and to prevent unauthorized access, climbing, and graffiti.

F. Safety. All wireless facilities, including each piece of equipment, shall be located and placed in a manner so as to not interfere with the public use of the ROW; impede the flow of vehicular or pedestrian traffic; impair the primary use and purpose of poles/signs/traffic signals or other infrastructure; interfere with outdoor dining areas or emergency facilities; or otherwise obstruct the accessibility of the ROW. Further, all wireless facilities and associated equipment shall comply with Americans with Disabilities Act (ADA) requirements.

G. Fire and Electrical Safety Standards. All wireless facilities shall contain:

1. A power shut off readily accessible to fire service personnel for emergencies;

2. Surge protection for lightning discharge or other significant electrical disturbances;

3. Signage as required by the permit conditions, the National Electric Code or the Los Angeles County Fire Department Chief or his or her designee; and

4. Instructions for first responders to de-energize the equipment.

H. Noise. Wireless facilities and equipment must comply with the City's noise ordinance in MMC 8.24, or any successor provisions, and be designed to

prevent noise and sound from being plainly audible at a distance of fifty (50) feet from the facility or within ten (10) feet of any residence.

I. Lighting. Lighting of antenna structures and their electrical support equipment is prohibited, except as required by any order or regulation of the Federal Communications Commission (FCC) or the Federal Aviation Administration (FAA) and except for manually operated emergency lights for use when official operating personnel are on site.

J. Signs. No facility may display any signage or advertisement unless it is expressly allowed by this paragraph or required by law or a permit condition. Every facility shall at all times display signage that accurately identifies the facility owner and provides the owner's unique site number and a local or toll-free telephone number to contact the facility owner's operations center.

K. Landscaping. Where appropriate, facilities shall be installed so as to maintain and enhance existing landscaping on the site, including trees, foliage and shrubs, whether or not utilized for screening. In addition to any landscaping used for concealment or screening purposes, the applicant shall replace any existing landscaping displaced during construction or installation of the applicant's facility. The applicant's landscaping plan shall be subject to the City's review and approval but shall, at a minimum, match the existing landscaping and foliage surrounding the installation site consistent with MMC Section 17.53.090.

SECTION 5. Location Standards for All Facilities.

The location standards for all wireless facilities, other than those that qualify as eligible facilities requests, in the ROW are as follows:

A. Spacing. Wireless facilities located in residential areas, except for those facilities placed on utility poles located along Pacific Coast Highway or other major arterial roadways as depicted in Figure CI-1 of the City's General Plan, shall not be located within one thousand (1,000) feet of any other wireless facility. This provision does not apply to wireless facilities located adjacent to any commercial zone district.

B. Location preference for wireless facilities should be given to the following:

1. Installations along major arterial roadways as depicted in Figure CI-1 of the City's General Plan.

2. Locations adjacent to property designated non-residential (except for public open space and recreational vehicle park zoning districts), unless otherwise prohibited pursuant to this title.

3. Facilities attached to existing utility poles or street lights, or sited adjacent to existing structures not used for human habitation or school grounds or to playgrounds or parks. Whenever possible, facilities shall be located on and/or inside existing structures.

4. Sites that are not highly visible from adjacent roadways and do not obstruct views of impressive scenes off the Pacific Ocean, offshore islands, the Santa Monica Mountains, canyons, valleys, or ravines.

5. Unless otherwise indicated in this title, no wireless facility shall be installed on an exposed ridgeline unless the facility blends with the surrounding existing natural and man-made environment and a finding is made that no other location is technically feasible.

C. Discouraged and Disallowed Locations/Zones.

1. Wireless facilities that are within 250 feet from the property line of an open space or recreational area.

2. The City expressly designates residential areas, as defined in Section 3, as disallowed locations for new wireless facilities.

3. Wireless facilities that are less than five hundred (500) feet from school grounds, playgrounds or parks.

4. Wireless facilities that are less than four hundred fifty (450) feet from any other existing wireless facility within or adjacent to any residential zone district, except for those facilities placed on utility poles located along Pacific Coast Highway or other major arterial roadways as depicted in Figure CI-1 of the City's General Plan.

D. Placements shall not be in front of dwelling units or schools.

SECTION 6. Undergrounding Standards for All Facilities.

With regard to undergrounding wireless facilities, the following standards apply:

A. Equipment, including remote radio units (RRUs) that cannot be placed with the antenna in the shroud, must be placed underground, subject to Section 7(B) below. Vaults and pull boxes shall be installed flush to grade.

B. Ground-mounted equipment is prohibited unless required for technical reasons.

1. If required, ground-mounted wireless facilities shall be located near existing structures or trees at similar heights for screening purposes. The equipment shall be enclosed in cabinets, sized only for the

necessary equipment. Further, if ground mounted, the antennas, equipment, cabinet and support structure shall be painted, textured, landscaped or otherwise camouflaged as much as possible to integrate the structure into the environment. Colors and materials for facilities shall be non-reflective and chosen to minimize visibility. As such, ground-mounted equipment shall be stealth.

2. The ground-mounted equipment must not obstruct ocean views.

3. Not more than one ground-mounted antenna shall be permitted on each site.

SECTION 7. Design Standards for all Facilities.

The general design standards for wireless facilities in the ROW are as follows:

A. Materials. The materials used shall be non-reflective and non-flammable.

B. Cabinet doors must be designed to stay securely closed, and openings in all facilities shall be shielded or made the smallest size feasible to protect against fire and wind-blown embers.

C. The pole, or other support structure, and all equipment shall be designed to withstand forces from seismic events.

D. All connections between various components of the facility, power lines, and conduit shall be designed in a manner to protect against damage by a natural disaster, a vehicular accident, an act of vandalism or similar external forces.

E. Stealth. The wireless facility shall be stealth. Stealth elements and techniques should be used to blend the facility with surrounding materials and colors of the support structure and make the facility appear to be something other than a wireless facility. Stealth elements include, but are not limited to, the following:

1. Radio frequency (RF) transparent screening or shrouds;

2. Matching the color of the existing support structure by painting, coating, or otherwise coloring the wireless facility, equipment, mounting brackets, and cabling;

3. Placing cables and wires inside the pole or beneath conduit of the smallest size possible;

4. Minimizing the size of the site;

5. Installing new infrastructure that matches existing infrastructure in the area surrounding the proposed site; and

6. Using paint of durable quality.

F. Curb Setback Requirements. New or replacement poles shall be a minimum of 18 inches from the face of the curb.

G. Collocation. The City has a preference for the use of existing infrastructure. Wireless facilities shall be collocated on existing poles or other facilities when possible. No permittee shall restrict access to an existing antenna location if required to collocate by the City and if possible to do so.

H. Minimum Height. All antennas shall be located such that: (1) any person walking adjacent to the transmitting surface of the antenna will be walking on a grade that is a minimum of eight and one-half feet below the transmitting surface; and (2) no person at ground level will be exposed to an exposure level that is higher than allowed by the FCC's general population exposure rules.

I. Strand-mounted Facilities. Strand-mounted facilities are encouraged. The facilities must be stealth and of the smallest size that is technically feasible to reduce aesthetic impacts.

SECTION 8. Engineering and Design Standards for Pole-Mounted Facilities.

In addition to the generally applicable standards set forth above, the design standards for pole-mounted facilities in the ROW are as follows:

A. Facilities on Streetlight Poles.

1. Stealth. The facility shall be engineered, designed, painted, coated, and otherwise made to maintain the look of a streetlight pole rather than a wireless facility, tower, or base station.

2. Antennas and RRUs. Antennas shall be top-mounted in a shroud, and RRUs and other equipment shall be placed underground. If RRUs and equipment cannot be underground, then they shall be placed within the shroud with the antenna. RRUs attached to the side of the pole or ground-mounted are discouraged, but if they are required due to technical reasons, they should use the smallest RRU volume possible and be stacked vertically and close together with minimal distance from the pole.

3. Dimensions. Antennas shall be of the smallest possible size, but in no case more than three cubic feet in volume. Pole-top wireless

facilities, including shroud, shall be no more than 60 inches in height and 14.5 inches in diameter.

4. Cables and Wiring. All cables and wiring must be within the pole.

B. Facilities on Wood Utility Poles.

1. Stealth. The facility shall be engineered, designed, painted, coated, and otherwise made to maintain the look of a utility pole rather than a wireless facility, tower, or base station.

2. Antennas. The preferred mounting type for wireless facilities on wood utility poles is side-mounting.

a. Side-mounted Facilities. Antennas and RRUs shall be mid-pole mounted (i.e., mid-pole mounted) in a shroud. If RRUs are attached to the side of the pole, the facility should use the smallest RRU volume possible, and the RRUs should be stacked vertically and close together with minimal distance from the pole.

(1) Antennas shall be of the smallest possible size, but in no case more than three cubic feet in volume.

(2) Side-mounted wireless facilities shall be of the smallest size technically feasible and shall not project from the pole more than 30 inches. The diameter of the shroud shall be no greater than the diameter of the pole or 14.5 inches, whichever is less. Side-mounted facilities shall only extend out on one side of the pole.

b. Top-mounted Facilities. Antennas and RRUs shall be top-mounted in a shroud.

(1) Dimensions. Antennas shall be of the smallest possible size, but in no case more than three cubic feet in volume.

(a) Pole-top wireless facilities, including shroud, shall be no more than 72 inches in height and 14.5 inches in diameter.

3. Cables and Wiring. All cables and wiring must be within the conduit on the exterior of the pole. The conduit must be a color that matches the pole and of the smallest size technically feasible.

C. Replacement Poles. If an applicant proposes or is required to install a replacement pole to accommodate the proposed facility:

1. Placement. A replacement pole must be in the same location as the pole that it is replacing or as close to the original location as possible, taking into account pole owner safety-related requirements and all applicable location and placement standards herein.

2. Design. Replacement poles should match the design (e.g., color, dimensions, height, style, and materials) of the existing pole that is being replaced.

3. Cables and Wiring. All cables and wiring on non-wood poles must be within the structure. All cables and wiring on wood poles must be within conduit on the exterior of the pole. The conduit must be a color that matches the pole and of the smallest size technically feasible.

4. Stealth. The facility should be stealth, as defined above in Section 4(B).

D. New (Non-Replacement) Poles.

1. Waiver Required. New poles are prohibited, unless a waiver is approved by the City to prevent a prohibition of service.

2. Design. New poles (including antenna) shall have a maximum height of 28 feet and a maximum diameter of 14 inches, and any base enclosure shall not exceed 24 inches in width or height. If existing poles are present in the surrounding area, then the new pole shall be designed to resemble the existing poles in appearance, color, materials, and distribution pattern/spacing.

3. New wooden poles are prohibited, unless required to match existing poles in the area surrounding the proposed installation site.

4. Cables and Wiring. All cables and wiring on non-wood poles must be within the pole. All cables and wiring on wood poles must be within the conduit on the exterior of the pole. The conduit must be a color that matches the pole and of the smallest size technically feasible.

5. Antennas and RRUs. Antennas and RRUs shall be contained within the pole and its base or underground.

6. Stealth. The facility must be stealth, as defined above in Section 4(B).

SECTION 9. Exceptions to These Standards.

A. An exception may be granted to one or more of these Standards in the following circumstances:

1. Pursuant to MMC Section 12.02.050(E), if an applicant demonstrates to the Director or Hearing Officer in writing with clear and convincing evidence that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations. All waivers approved pursuant to MMC Section 12.02.050(E) shall be (1) granted only on a case-by-case basis, and (2) narrowly-tailored so that the requirements of these Standards are waived only to the minimum extent required to avoid the prohibition or violation.

2. If an applicant demonstrates to the Director or Hearing Officer with clear and convincing evidence set forth in a feasibility study that compliance with a requirement of the policy would be technically infeasible and the proposed wireless facility complies with the requirements of this policy to the greatest extent technically feasible. For example, an exception to a requirement to conceal antennas in a shroud may be granted if shrouding is shown to be technically infeasible and an alternative concealment such as a colored film wrap is proposed. As another example, an exception to the volume limitation for antennas in a single shroud may be granted if the applicant can demonstrate that a greater volume is technically required, and that it is using the smallest, technically feasible engineering and design for providing personal wireless services, taking into account the other requirements of these Standards; or

3. If an applicant demonstrates to the Director or Hearing Officer in writing and based on clear and convincing evidence that the particular engineering, design or location proposed involves only minor non-compliance with a requirement of these Standards but such non-compliance either results in no increase in visual harms to the community or provides other benefits. For example, an exception to the antenna or equipment size or volume limitations may be granted when the applicant can demonstrate that because of the proposed location of the wireless facility away from viewsheds of residences or shielded by vegetation or existing infrastructure (such as barriers) in the public ROW, any additional visual and physical impacts of the larger wireless facility would be insignificant. As another example, an exception to the wireless facility location limitations may be granted when the applicant can demonstrate that the placement is less visible from viewsheds of

residences or shielded by vegetation or existing infrastructure (such as barriers) in the public right-of-way, or is less physically intrusive (for example, less impactful to tree roots or reduces noise), or the applicant can demonstrate that in a multi-site deployment, the placement would reduce the overall number of sites needed and be no more visible or physically intrusive than placement in accordance with the wireless location criteria. Among other factors, in deciding whether or not to grant an exception, the Director may consider the impact of expansions to the facility that the applicant would be entitled to make as of right if granted.

B. Factors to be addressed in a feasibility study requesting an exception to undergrounding requirements based on feasibility shall include but are not limited to construction impacts (including duration and extent of excavation and soil disturbance); traffic and pedestrian impacts (including impediments to access during construction and maintenance, or permanent impediments due to the nature of particular equipment); operational challenge (such as water, heat, or maintenance complications affecting network reliability); noise impacts (such as venting and pumping which may be required in some instances); cost impacts; aesthetic considerations; and permanent impacts to the integrity and future capacity of public ROW.

C. Exceptions must be requested at the time an application is initially submitted for a WRP. The request must include both the specific provision(s) from which exception is sought and the basis of the request, including all supporting evidence on which the applicant relies. Any request for exception after the Director has deemed an application complete constitutes a material change to the proposed wireless facility and shall be considered a new application. A request for exception from one or more requirements does not relieve the applicant from compliance with all other applicable provisions of law or of these Standards.

SECTION 10. Standard Conditions of Approval for Permits Under MMC Chapter 12.02.

A. **Generally.** In addition to any supplemental conditions imposed by the Director of Planning or the Hearing Officer, as the case may be, all permits under MMC Chapter 12.02 shall be subject to the following conditions, unless modified by the approving authority:

1. The permittee, and their successors in interest, shall indemnify and defend the City of Malibu and its officers, employees and agents from and against all liability and costs relating to the City's actions concerning this project, including (without limitation) 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 or seeks to hold the City liable in whole

or in part as a result of the engineering, design, construction or operation of the facility. The City shall have the sole right to choose its counsel and property owners shall reimburse the City's expenses incurred in its defense of any lawsuit challenging the City's actions concerning this project.

2. Subsequent submittals for this project shall be in substantial compliance with the plans date-stamped received by the Planning Department on _____. The project shall comply with all conditions of approval stipulated in the referral sheets attached to the agenda report for this project. In the event the project plans conflict with any condition of approval, the condition shall take precedence and revised plans shall be submitted and approved by the Planning Director prior to the Environmental Sustainability Department for plan check.

3. The permit and rights conferred in this approval shall not be effective until the permittee signs, notarizes and returns the Acceptance of Conditions Affidavit accepting the conditions set forth herein. The applicant shall file this form with the Planning Department within 30 days of this decision or prior to issuance of any wireless ROW, building, electrical or encroachment permit.

4. The applicant shall digitally submit a complete set of plans, including the items required in Condition No. 5 to the Planning Department for consistency review and approval prior to plan check and again prior to the issuance of any building or development permits.

5. This Notice of Decision (including the signed and notarized Acceptance of Conditions Affidavit) shall be copied in its entirety and placed directly onto a separate plan sheet(s) to be included in the development plans prior to submitting any development permits from the City of Malibu Environmental Sustainability Department and encroachment permit.

6. A WRP shall be valid for a period of ten (10) years from issuance, unless pursuant to another provision of the Code or these conditions, it expires sooner or is terminated. At the end of ten (10) years from the date of issuance, such wireless ROW permit shall automatically expire, unless an extension or renewal has been granted. A person holding a WRP must either (1) remove the facility within thirty (30) days following the permit's expiration (provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure in the right of way need not be removed, but must be restored to its prior condition, except

as specifically permitted by the City); or (2) prior to expiration, submit an application to renew the permit, which application must, among all other requirements, demonstrate that the impact of the wireless facility cannot be reduced. The wireless facility must remain in place until it is acted upon by the City and all appeals from the City's decision exhausted.

7. The installation and construction authorized by a WRP shall be completed within three (3) years after its approval, or it will expire without further action by the City unless prior to the three (3) years the applicant submit an extension request and the City, in its sole discretion, grants a time extension for due cause. The installation and construction authorized by a wireless ROW permit shall conclude, including any necessary post-installation repairs and/or restoration to the ROW, within thirty (30) days following the day construction commenced. The permittee must provide written notice to City within ten (10) days after completing construction. The expiration date shall be suspended until an appeal and/or litigation regarding the subject permit is resolved.

8. The Planning Director may grant up to four one-year extensions of the timeline, in Condition 7 above, for completing the installation and construction authorized by a WRP, if the Planning Director finds that the conditions, including but not limited to changes in the wireless ordinance under which the WRP approval was issued, have not significantly changed.

9. Any questions of intent or interpretation of any condition of approval will be resolved by the Planning Director upon written request of such interpretation.

10. All structures shall conform to the requirements of the Environmental Sustainability Department, City Public Works Department, FCC and Los Angeles County Fire Department requirements, as applicable. Notwithstanding this review, all required permits, including but not limited to an encroachment permit from the City, shall be secured.

11. Minor changes to the approved plans or the conditions of approval may be approved by the Planning Director, provided such changes achieve substantially the same results and the project is still in compliance with the MMC. An application with all required materials and fees shall be required.

Cultural Resources

12. In the event that potentially important cultural resources are found in the course of geologic testing, work shall immediately cease until a qualified archaeologist can provide an evaluation of the nature and significance of the resources and until the Planning Director can review this information. Where, as a result of this evaluation, the Planning Director determines that the project may have an adverse impact on cultural resources, a Phase II Evaluation of cultural resources shall be required pursuant to MMC Section 17.54.040(D)(4)(b).

13. If human bone is discovered, the procedures described in Section 7050.5 of the California Health and Safety Code shall be followed. These procedures require notification of the coroner. If the coroner determines that the remains are those of a Native American, the applicant shall notify the Native American Heritage Commission by phone within 24 hours. Following notification of the Native American Heritage Commission, the procedures described in Section 5097.94 and Section 5097.98 of the California Public Resources Code shall be followed.

Wireless Facility Conditions

14. All antennas shall meet the minimum siting distances to public/uncontrolled areas required for compliance with the FCC regulations and standards governing the environmental effects of radio frequency emissions. Permittee shall keep up-to-date on current information from the FCC in regards to maximum permissible radio frequency exposure levels. In the event that the FCC changes its guidelines for human exposure to radio frequency, permittee shall, within 30 days after any such change, submit to the Planning Director a report prepared by a qualified engineer that demonstrates actual compliance with such changed guidelines. The Director may, at permittee's sole cost, retain an independent consultant to evaluate the compliance report and any potential modifications to the permit necessary to conform to the FCC's guidelines. Failure to submit the compliance report required under this condition, or failure to maintain compliance with the FCC's guidelines for human exposure to radio frequency at all times shall constitute grounds for permit revocation.

15. All antennas shall be located so that any person walking adjacent to the transmitting surface of the antenna will be walking on a grade, which is a minimum of eight and one-half feet below the transmitting surface.

16. All antennas, equipment, and support structures shall be engineered and designed to prevent unauthorized climbing.

17. The wireless facility shall be erected, operated, and maintained in compliance with the general requirements set forth in the Standards.

18. The antenna and electrical support equipment shall, at all times, be operated in a manner that conforms to the applicable federal health and safety standards.

19. Wireless facilities and equipment must comply with the City's noise ordinance in MMC 8.24, or any successor provisions, and prevent noise and sound from being plainly audible at a distance of fifty (50) feet from the facility or within ten (10) feet of any residence.

20. The installation of a permanent onsite generator and/or other equipment is prohibited. The Planning Director's approval is required if a generator is to be placed onsite for temporary or permanent use.

21. All pole-mounted equipment associated with the application shall be located no lower than eight feet above grade or ground level on the utility pole.

22. The City or its designee may enter onto the facility area to inspect the facility upon 48 hours prior notice to the permittee. The permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property. The City shall make an effort to contact the permittee prior to disabling or removing any facility elements, but in any case, shall notify permittee within 24 hours of doing so.

23. Testing of any equipment shall take place on weekdays only, and only between the hours of 8:30 a.m. and 4:30 p.m., except that testing is prohibited on holidays that fall on a weekday. In addition, testing is prohibited on weekend days.

24. Permittee shall obtain and maintain throughout the term of the permit commercial general liability insurance with a limit of five million dollars ($5,000,000) per occurrence for bodily injury and property damage and six million dollars ($6,000,000) general aggregate including premises operations, contractual liability, personal injury, and products completed operations. The relevant

policy(ies) shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insureds. Permittee shall use its best efforts to provide thirty (30) days' prior notice to the City of to the cancellation or material modification of any applicable insurance policy.

25. Prior to issuance of a wireless encroachment permit, the permittee shall file with the City, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or another form of security for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to the cost of physically removing the facility and all related facilities and equipment on the site, based on the higher of two contractor's quotes for removal that are provided by the permittee. The permittee shall reimburse the city for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the City Council. Reimbursement shall be paid when the security is posted and during each administrative review.

26. Permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the City shall be moved to accommodate a permitted activity or encroachment, unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the Permittee pays all costs and expenses related to the relocation of the City's structure, improvement, or property. Prior to commencement of any work pursuant to a WRP, the permittee shall provide the City with documentation establishing to the city's satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement, or property within the public right-of-way or City utility easement to be affected by permittee's facilities.

27. The permission granted by a WRP shall not in any event constitute an easement on or an encumbrance against the ROW. No right, title, or interest (including franchise interest) in the ROW, or any part thereof, shall vest or accrue in permittee by reason of a WRP or the issuance of any other permit or exercise of any privilege given thereby.

28. No possessory interest is created by a WRP. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, permittee acknowledges that City has given to permittee notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to a WRP may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interact taxes or other taxes, fees, and assessments levied against permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this WRP.

29. If not already completed, permittee shall enter into the appropriate agreement with the City, as determined by the City, prior to constructing, attaching, or operating a facility on municipal infrastructure. This permit is not a substitute for such agreement.

30. For all facilities located within the ROW, the permittee shall remove or relocate, at its expense and without expense to the City, any or all of its facilities when such removal or relocation is deemed necessary by the City by reason of any change of grade, alignment, or width of any right-of-way, for installation of services, water pipes, drains, storm drains, power or signal lines, traffic control devices, right-of-way improvements, or for any other construction, repair, or improvement to the right-of-way.

31. If a facility is not operated for a continuous period of three (3) months, the WRP and any other permit or approval therefore shall be deemed abandoned and terminated automatically, unless before the end of the three (3) month period (i) the Director has determined that the facility has resumed operations, or (ii) the City has received an application to transfer the permit to another service provider. No later than ninety (90) days from the date the facility is determined to have ceased operation or the permittee has notified the Director of its intent to vacate the site, the permittee shall remove all equipment and improvements associated with the use and shall restore the site to its original condition to the satisfaction of the Director. The permittee shall provide written verification of the removal of the facilities within thirty (30) days of the date the removal is completed. If the facility is not removed within thirty (30) days after the permit has been discontinued pursuant to this subsection, the site shall be deemed to be a nuisance, and the City may cause the facility to be removed at permittee's expense or by calling any bond or other financial assurance to pay for removal. If there are two (2) or more

users of a single facility or support structure, then this provision shall apply to the specific elements or parts thereof that were abandoned but will not be effective for the entirety thereof until all users cease use thereof.

32. In the event the City determines that it is necessary to take legal action to enforce any of these conditions, or to revoke a permit, and such legal action is taken, the permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with permittee to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.

Construction

33. Installation hours shall be limited to Monday through Friday from 7:00 a.m. to 7:00 p.m. and Saturdays from 8:00 a.m. to 5:00 p.m. No installation activities shall be permitted on Sundays and City-designated holidays. The restricted work hours described in this condition do not apply to emergency maintenance necessary to protect health or property. The City of Malibu may issue a Stop Work Order if permittee violates this condition. Construction activities shall be conducted in compliance with, and abide by, all applicable safety codes.

Site Specific Conditions

34. In the event that the electric service provider does not currently offer an alternative metering option, the permittee shall remove the above-grade electric meter when such option becomes available. Prior to removing the above-grade electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.

35. The permittee acknowledges that the City specifically includes conditions of approval related to (a) painting, coloring or finishing the equipment to match the pole; (b) undergrounding all equipment to the extent possible; and (c) installing equipment within shrouds, conduits and risers as concealment elements engineered and designed to integrate the wireless facility with the surrounding built and natural environment. Any future modifications to the

permittee's wireless facility must maintain or improve all concealment elements.

36. Before the permittee submits any applications for construction, encroachment, excavation or other required permits in connection with this permit, the permittee must incorporate a true and correct copy of this permit, all conditions associated with this permit and any approved photo simulations into the project plans (collectively, the "Approved Plans"). The permittee must construct, install and operate the wireless facility in substantial compliance with the Approved Plans as determined by the Director or the Director's designee. Any substantial or material alterations, modifications or other changes to the Approved Plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the wireless facility, must be submitted in a written request subject to the Director's prior review and approval, who may refer the request to the original approval authority if the Director finds that the requested alteration, modification or other change substantially deviates from the Approved Plans or implicates a significant or substantial land-use concern.

37. The permittee shall install and at all times maintain in good condition a "Network Operations Center Information" and "RF Caution" sign on the utility pole no less than three (3) feet below the antenna (measured from the top of the sign) and no less than nine (9) feet above the ground line (measured from the bottom of the sign). Signs required under this condition shall be installed so that a person can clearly see the sign as he or she approaches within three (3) feet of the antenna structure. If any person on or within the public ROW is or may be exposed to emissions that exceed applicable FCC uncontrolled/general population limits at any time the sign shall expressly so state and provide instructions on how persons can avoid any such exposure. The sign shall also include the name(s) of the facility owner(s), equipment owner(s) and operator(s)/carrier(s) of the antenna(s), property owner name, as well as emergency phone number(s) for all such parties. The sign shall not be lighted, unless applicable law, rule or regulation requires lighting. No signs or advertising devices other than required certification, warning, required seals or signage, other signage required by law, this Chapter, any City or applicable state code or the Los Angeles County Fire Department Chief or his or her designee shall be permitted. The sign shall be no larger than two (2) square feet.

38. The permittee shall ensure that all signage complies with FCC Office of Engineering and Technology Bulletin 65, CPUC General

Order 95 or American National Standards Institute C95.2 for color, symbol, and content conventions. All such signage shall at all times provide a working local or toll-free telephone number to its network operations center, and such telephone number shall be able to reach a live person who can exert transmitter power-down control over this site as required by the FCC.

39. In the event that the FCC changes any of radio frequency signage requirements that are applicable to the project site approved herein or ANSI Z535.1, ANSI Z535.2, and ANSI C95.2 standards that are applicable to the project site approved herein are changed, the permittee, within 30 days of each such change, at its own cost and expense, shall replace the signage at the project site to comply with the current standards.

40. The permittee shall maintain the paint, color and finish of the facility in good condition at all times.

41. All improvements, including foundations, and appurtenant ground wires, shall be removed from the property and the site restored to its original pre-installation conditions within 90 days of cessation of operation or abandonment of the facility.

42. Build-Out Conditions.

    a. Permittee shall not commence any excavation, construction, installation or other work on the project site until and unless it demonstrates to the City Public Works Department that the project complies with all generally applicable laws, regulations, codes and other rules related to public health and safety, including without limitation all applicable provisions in California Public Utilities Commission General Order 95 and MMC Chapters 8.12, 8.24 and 15.08.

    b. To the extent that the pole owner requires greater or more restrictive standards than contained in California Public Utilities Commission General Order 95, those standards shall control.

43. Permittee shall at all times maintain compliance with all applicable federal, State and local laws, regulations, ordinances and other rules, including Americans with Disabilities Act (ADA) requirements.

44. The permittee shall cooperate with all inspections. The City and its designees reserves the right to support, repair, disable or remove any

elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.

45. Permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address and email address for at least one natural person. All such contact information for responsible parties shall be provided to the Planning Department at the time of permit issuance and within one business day of permittee's receipt of City staff's written request.

46. Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification and removal of the facility.

47. The site and the facility must be maintained in a neat and clean manner and in accordance with all approved plans and conditions of approval.

48. Permittee shall promptly remove any graffiti on the wireless facility at permittee's sole expense within 48 hours after notice.

Prior to Operation

49. The applicant shall request a final Planning Department inspection immediately after the wireless facility has been installed and prior to the commencement of services and final electrical inspection by the City of Malibu Environmental Sustainability Department.

50. Within thirty (30) calendar days following the installation of any wireless facilities, the applicant shall provide to the Planning Department with a field report prepared by a qualified engineer verifying that the unit has been inspected, tested, and is operating in compliance with FCC standards. Specifically, the on-site post-installation radiofrequency (RF) emissions testing must demonstrate actual compliance with the FCC OET Bulletin 65 RF emissions safety guidelines for general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to a distance where the RF emissions no longer exceed the uncontrolled/general population limit. Such report and documentation shall include the make and model (or other identifying information) of the unit tested, the date and time of the inspection, a certification that the unit is properly installed and working within applicable FCC limits, and a specific notation of the

distance from the transmitter at which the emissions are equal to or less than the uncontrolled/general population limit.

51. The operation of the approved facility shall commence no later than one (1) month after the City completes its post-installation inspection of the facility, any issues with the facility are resolved, and the City receives the RF testing report required in the condition of approval above, or the wireless ROW permit will expire without further action by the City.

Fixed Conditions

52. Violation of any of the conditions of this approval shall be cause for revocation and termination of all rights thereunder.

Eligible Facilities Requests

In addition to all of the other conditions of approval placed on a WRP, all permits for an eligible facilities request under MMC Chapter 12.02 shall be subject to the following additional conditions, unless modified by the approving authority:

53. Any permit granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit.

54. The City's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the City's grant or grant by operation of law of a eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.

55. The City's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.

Small Cell Facilities

In addition to the other conditions of approval placed on a WRP, all permits for a small cell facility under MMC Chapter 12.02 shall be subject to the following additional condition, unless modified by the approving authority:

56. The City's grant of a permit for a small cell facility request does not waive, and shall not be construed to waive, any standing by the city to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.

SECTION 11. Environmental Review.

This Resolution is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (CEQA) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Resolution does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Moreover, when and if an application for installation is submitted, the City will at that time conduct preliminary review of the application in accordance with CEQA.

Alternatively, even if the Resolution is a "project" within the meaning of State CEQA Guidelines section 15378, the Resolution is exempt from CEQA on multiple grounds. First, the Resolution is exempt CEQA because the City Council's adoption of the Resolution is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3)). That is, approval of the Resolution will not result in the actual installation of any facilities in the City. In order to install a facility in accordance with this Resolution, the wireless provider would have to submit an application for installation of the wireless facility. At that time, the City will have specific and definite information regarding the facility to review in accordance with CEQA. And, in fact, the City will conduct preliminary review under CEQA at that time. Second, the Resolution is categorically exempt under CEQA Guidelines §§ 15307 and 15308 as an action taken by a regulatory agency, as authorized by local ordinance (MMC Chapter 12.02), to assure the protection of natural resources and the environment. The Resolution strengthens the City's location and design standards for new wireless facilities. It does not weaken any existing standard and does not authorize any construction or development. The City's wireless permitting process involves procedures for protection of the environment, including discretionary review of each application and coastal development permit review under the certified Local Coastal Program where applicable. None of the exceptions in CEQA Guidelines § 15300.2 applies.

Moreover, in the event that the Resolution is interpreted so as to permit installation of wireless facilities on a particular site, the installation would be exempt from CEQA review in accordance with either State CEQA Guidelines section 15302 (replacement or reconstruction), State CEQA Guidelines section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines section 15304 (minor alterations to land).

SECTION 12. This Resolution shall become effective immediately upon is passage and adoption.

SECTION 13. 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 13th day of July 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

RESOLUTION NO. 26-54

A RESOLUTION OF THE CITY OF MALIBU AMENDING AND REPLACING RESOLUTION NO. 21-17 (WIRELESS FACILITIES ON LAND OTHER THAN THE PUBLIC RIGHT-OF-WAY) TO RESTRICT NEW WIRELESS FACILITIES IN RESIDENTIAL AREAS AND DEFINE "RESIDENTIAL AREAS"; AND FINDING THAT THIS RESOLUTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND, IN THE ALTERNATIVE, IS EXEMPT FROM CEQA

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

SECTION 1. Recitals.

A. Malibu Municipal Code (MMC) Chapter 17.46 governs the permitting, installation, and regulation of wireless communications facilities in the City, other than those in the public right-of-way, which are subject to MMC Chapter 12.02.

B. Section 17.46.060(D) provides that "[a]ll applicants shall engineer, design and locate the wireless communications facilities in accordance with the standards and wireless regulations set forth separately though the resolution adopted by the City Council."

C. Being authorized to do so, the City wishes to establish engineering, design and development standards applicable to wireless installations.

D. The City also wishes to set standard conditions of approval and basic application requirements applicable to wireless permits.

E. On April 12, 2021 the City Council conducted a duly noticed public hearing and received testimony from City staff and all interested parties regarding the standards, conditions and requirements.

F. On July 13, 2026 the City Council conducted a duly noticed public hearing and received testimony from City staff and all interested parties regarding the residential restriction.

SECTION 2. Purpose.

The purpose of this document is to (1) establish design and location standards (Standards) for wireless communications facilities on land other than public right-of-way; (2) set standard conditions of approval for Wireless Permits (WPs); and (3) set basic application requirements for WPs.

SECTION 3. Definitions.

For the purposes of these Standards, the definitions set forth in Malibu Municipal Code (MMC) Section 17.46.040 are incorporated by reference into this Resolution and in addition the following definitions apply:

A. "Park" A parcel, parcels of land or a portion of a parcel intended for active public recreation uses. Parks may include sports fields, playgrounds community buildings and unique or specialized activity areas. Land dedicated for open space and trails are not considered parks for the purposes of this Chapter.

B. "Playground" A portion of land used for and equipped with public facilities for recreation specially by children. A playground includes the sand or rubberized floor around the apparatus.

C. "Pole-mounted facility" means a wireless communications facility that is, or is proposed to be, attached to or contained in a pole.

D. "Residential areas" means any parcel zoned RR, SF, MF, MFBF, or MH, or a Planned Development parcel whose principal use is residential, under MMC Chapter 17.06.

E. "School" any building, campus or sports field which is designed, constructed or used for education, instruction or school sports, whether public or private, in any branch of knowledge.

F. "Stealth facility" (or "stealth facilities") means a wireless communications facility designed to look like something other than a wireless tower or base station.

SECTION 4. General Standards for all Facilities.

The following general requirements apply at all times to all wireless communications facilities located in all zoning districts:

A. All wireless communications facilities shall be engineered and designed to minimize the visual impact by means of placement, screening, camouflaging, painting and texturing and to be compatible with existing architectural elements, building materials and other site characteristics. The applicant shall use the smallest and least visible antenna possible to accomplish the facility's objectives. All antennas and support structures shall be painted and/or textured to achieve architectural compatibility with the structures for which they are attached and/or located.

B. Each facility must comply with any and all applicable provisions of the Malibu Municipal Code, including but not limited to provisions of the California Building Code, California Electric Code, California Plumbing Code, California Mechanical Code, and California Fire Code, and any conditions of approval imposed as part of the approval process.

C. Each facility must comply with any and all applicable regulations and standards promulgated or imposed by any state or federal agency, including,

but not limited to, the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA). Further, all wireless communications facilities, associated equipment and services shall comply with Americans with Disabilities Act (ADA) requirements.

D. Fire and Electrical Safety Standards. All wireless communications facilities shall contain:

1. Surge protection for lightning discharge or other significant electrical disturbances; and

2. Signage as required by the permit conditions, the National Electric Code or the Los Angeles County Fire Department Chief or their designee.

E. The facility must at all times comply with all applicable health requirements and standards pertaining to radio frequency emissions.

F. All antennas shall meet the minimum siting distances to habitable structures required for compliance with FCC regulations and standards governing the environmental effects of radio frequency emissions.

G. Noise. Wireless communications facilities and equipment must comply with the City's noise ordinance in MMC Chapter 8.24, or any successor provisions, and be designed to prevent noise and sound from being plainly audible at a distance of fifty (50) feet from the facility or within ten (10) feet of any residence.

H. Signs. No facility may display any signage or advertisement unless it is expressly allowed by this paragraph, necessary for stealth concealment purposes, or required by law or a permit condition. Every facility shall at all times display signage that accurately identifies the facility owner and provides the owner's unique site number and a local or toll-free telephone number to contact the facility owner's operations center.

I. Landscaping. Where appropriate, facilities shall be installed so as to maintain and enhance existing landscaping on the site, including trees, foliage and shrubs, whether or not utilized for screening. In addition to any landscaping used for concealment or screening purposes, the applicant shall replace any existing landscaping displaced during construction or installation of the applicant's facility. The applicant's landscaping plan shall be subject to the City's review and approval but shall, at a minimum, match the existing landscaping and foliage surrounding the installation site consistent with MMC Section 17.53.090. The permittee shall ensure that any vegetation allowed to remain in place under the Fire Code, including vegetation provided for screening, is properly maintained and watered.

J. All electrical support equipment located within cabinets, shelters, or similar structures shall be screened from public view. Roof-mounted electrical support equipment shall be discouraged. Ground-mounted electrical support equipment shall be encouraged. In addition, under grounding of support equipment is required wherever practicable.

K. All antennas shall be located such that any person walking adjacent to the transmitting surface of the antenna will be walking on a grade that is a minimum of eight and one-half feet below the transmitting surface.

L. Lighting of antenna structures and their electrical support equipment is prohibited, except as required by any order or regulation of the FCC or the FAA and except for manually operated emergency lights for use when official operating personnel are on site.

M. A backup power supply must be required for all new wireless communications facilities to the extent allowed by law and in compliance with California Fire Code 1206.2.2.

SECTION 5. Location Standards for All Facilities.

The location standards for all wireless communications facilities, other than those that qualify as eligible facilities requests, are as follows:

A. No wireless telecommunication facility shall be located within five hundred (500) feet of any school, playground, or park unless a finding is made, based on technical evidence acceptable to the reviewing authority showing a clear need for the facility and that no technically feasible alternative site exists. Except for facilities installed on the same pole or tower as an existing wireless telecommunication facility, wireless telecommunication facilities located within any residential zone district shall not be located within one thousand (1,000) feet of any other wireless communications facility, except from those facilities placed on utility poles along Pacific Coast Highway, unless a waiver is granted.

B. All new freestanding wireless communications facilities and monopoles shall be set back a minimum distance of at least one hundred and twenty (120) percent of the height of the facility or monopole from any property line abutting a residentially zoned property. This minimum setback is not subject to the waivers allowed under Section 7 of this Resolution.

C. Location preference for wireless communications facilities should be given to the following:

1. Property designated non-residential (except for public open space and recreational vehicle park zoning districts), unless otherwise prohibited pursuant to this title.

2. Facilities attached or sited adjacent to existing structures. Whenever possible, facilities shall be located on and/or inside existing structures. Appropriate types of existing structures may include, but are not limited to: buildings, water tanks, telephone poles and utility towers and poles, sign standards, light standards and roadway overpasses.

3. Sites with minimum separation. Sites that are more than five hundred (500) feet from school, playgrounds, and parks.

4. Sites that are not highly visible from adjacent roadways.

5. Unless otherwise indicated in MMC Chapter 17.46 or these Standards, no wireless facility shall be installed on an exposed ridgeline unless the facility blends with the surrounding existing natural and man-made environment and a finding is made that no other location is technically feasible.

6. The City expressly designates public open space and recreational vehicle park zoning districts, parks and schools as the least appropriate possible locations, and the absolute last choices for siting.

D. Disallowed Locations. The City expressly designates residential areas, as defined in Section 3, as disallowed locations for new wireless facilities.

SECTION 6. Engineering and Design Standards for all Facilities.

The general design standards for wireless communications facilities subject to MMC Chapter 17.46 are as follows:

A. Basic Requirements. The proposed wireless facility and its supporting structure (if needed) shall be limited to the minimum size necessary to serve the defined service objectives of the wireless service provider or providers that will be using the facility, except where a larger facility has superior concealment elements.

B. Materials. The materials used shall be non-reflective and non-flammable.

C. Cabinet doors and other openings must be designed to stay securely closed, and openings in all facilities shall be shielded or made the smallest size feasible to protect against fire and wind-blown embers.

D. The tower, or other support structure, and all equipment shall be designed to withstand forces from seismic events. To that end, all wireless facility sites must be built to the applicable standards of Hardening Requirements including but not limited to APCO ANSI 2.106.1–2019, or their replacements. The telecommunications tower, pole or structure when fully loaded with antennas, transmitters, and other equipment and camouflaging shall be designed as determined by the Building Official. All equipment mounting racks and equipment used shall be anchored in such a manner that such a quake will not tip them over, throw the equipment off its shelves, or otherwise act to damage it.

E. All connections between various components of the facility, power lines, and conduit shall be designed in a manner to protect against damage by a natural disaster, a vehicular accident, an act of vandalism or similar external forces.

F. Stealth. The wireless facility shall be stealth. Stealth elements and techniques should be used to blend the facility with surrounding materials and colors of the support structure and make the facility appear to be something other than a wireless facility. Stealth elements include, but are not limited to, the following:

1. Radio frequency (RF) transparent screening or shrouds;

2. Matching the color of the existing support structure by painting, coating, or otherwise coloring the wireless facility, equipment, mounting brackets, and cabling;

3. Placing cables and wires inside the pole or beneath conduit of the smallest size possible;

4. Minimizing the size of the site;

5. Installing new infrastructure that matches existing infrastructure in the area surrounding the proposed site; and

6. Using paint of durable quality.

7. Built with weather-resistant materials while permitting weathered treatment for aesthetic reasons and to avoid reflective material.

G. Minimum Height. All antennas shall be located such that: (1) any person walking adjacent to the transmitting surface of the antenna will be walking on a grade that is a minimum of eight and one-half feet below the transmitting surface; and (2) no person at ground level will be exposed to

an exposure level that is higher than allowed by the FCC's general population exposure rules.

H. Facade-Mounted Equipment. Facade-mounted antennas and equipment shall be architecturally integrated into the building, or other support structure, design and otherwise made as unobtrusive as possible so that the facility does not appear to be a wireless facility. Antennas and equipment should be located entirely within an existing or newly created architectural feature so as to be completely screened from view. Facade-mounted facilities shall generally not extend more than eighteen (18) inches out from and may not project above the building face. Façade-mounted wireless telecommunication facilities shall not exceed twenty-eight (28) feet in height above the ground. However, antenna elements, mounted flush on the facade of an existing structure that exceeds twenty-eight (28) feet, may have a height equal to the height of the building.

I. Ground-Mounted Equipment. Outdoor ground-mounted equipment associated with base stations shall be avoided whenever feasible. In locations visible or accessible to the public, applicants shall conceal outdoor ground-mounted equipment, including ancillary power generation equipment, with opaque fences or landscape features that mimic the adjacent structure(s) (including, but not limited to, dumpster corrals and other accessory structures) and by painting, texturing, or otherwise concealing the facility as much as possible. Ground-mounted wireless communications facilities shall be located near existing structures or trees at similar heights for screening purposes where feasible. Not more than one ground-mounted antenna, provided that licensed amateur radio station antennas consistent with MMC 17.46.020(B)(2), shall also be permitted on each site.

J. Roof-Mounted Facilities. Roof-mounted antennas and necessary equipment shall be screened from above if visible from higher elevations. Rooftop-mounted wireless telecommunication facilities shall not exceed twenty-eight (28) feet in height or three (3) feet above the roof parapet from which they are attached, whichever is less restrictive. Associated roof-mounted equipment cabinets shall not extend more than three (3) feet above the roof from which it is attached and shall be set back a minimum of ten (10) feet from the edge of the roof. All roof-mounted equipment cabinets shall be located behind a mechanical screen wall. In the event that a roof parapet wall screens the equipment cabinets, a mechanical screen wall will not be required.

K. Freestanding Facilities. Freestanding facilities requiring a new monopole or other new support structure shall be stealth facilities. Further, they shall be located as close as possible to existing above-ground utilities, such as electrical towers or utility poles (which are not scheduled for removal or

under grounding for at least 18 months after the date of application), light poles, trees of comparable heights, and in areas where they will not detract from the appearance of the City.

1. Freestanding wireless telecommunication facilities, including monopoles, shall not exceed twenty-eight (28) feet in height and shall not extend higher than the top of the ridgeline nearest the antenna. The height of a freestanding facility shall be measured from the natural undisturbed ground surface below the center of the base of the tower itself to the tip of the highest antenna or piece of equipment attached thereto.

2. Aside from the antenna itself, no additional equipment may be visible. All cables, including, but not limited to, electrical and utility cables, shall be run within the interior of the freestanding facility and shall be camouflaged or hidden to the fullest extent feasible without jeopardizing the physical integrity of the facility.

3. Monopole installations shall be situated so as to utilize existing natural or man-made features including topography, vegetation, buildings, or other structures to provide the greatest amount of visual screening.

4. All antenna components and accessory wireless equipment shall be treated with exterior coatings of a color and texture to match the predominant visual background or existing architectural elements so as to visually blend in with the surrounding development. Subdued colors and non-reflective materials that blend with surrounding materials and colors shall be used.

5. Monopoles shall be no greater in diameter or other cross-sectional dimensions than is necessary for the proper functioning of the facility.

L. All wireless telecommunication facilities shall be designed to prevent unauthorized climbing and graffiti.

M. Fire Safety Standards. All wireless facilities designs shall include:

1. a power shut off, such as by means of rapid entry Knox or similar type systems shall be installed;

2. surge protection devices capable of mitigating a direct or partial direct lightning discharge; and

3. surge protection devices capable of mitigating significant electrical disturbances that may enter the facility via conductive cables.

N. Satellite dish or parabolic antennas shall be situated as close to the ground as possible to reduce visual impact without compromising their function.

O. Support equipment pads, cabinets, shelters and buildings require architectural, landscape, color, fencing, or other camouflage treatment to minimize visual impacts to the extent deemed necessary by the Planning Director. Landscaping screening should also be provided if irrigation water is available.

P. No freestanding facility or ancillary support equipment may be located between the face of a building and a public street, bikeway, park or residence.

SECTION 7. Waivers of These Standards.

A. A waiver of one or more of these Standards may be granted in the following circumstances:

1. Pursuant to MMC Section 17.46.060(D), if an applicant demonstrates to the Planning Commission through clear and convincing evidence that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations;

2. If an applicant demonstrates to the Planning Commission through clear and convincing evidence set forth in a feasibility study that compliance with a requirement of these Standards would be technically infeasible and the proposed wireless facility complies with the requirements of these Standards to the greatest extent technically feasible. For example, an exception to a requirement to conceal antennas in a shroud may be granted if shrouding is shown to be technically infeasible and an alternative concealment such as a colored film wrap is proposed; or

3. If an applicant demonstrates to the Planning Commission with clear and convincing evidence that the particular engineering, design or location proposed involves an alternative that better meets the purposes of Chapter 17.46 and only minor non-compliance with a requirement of these design Standards and results in no increase in public visual impact to the community or provides other benefits. For example, an exception to the wireless facility location limitations may be granted when the applicant can demonstrate that

the placement is less visible from viewsheds of residences or shielded by vegetation or existing infrastructure (such as barriers), or is less physically intrusive (for example, less impactful to tree roots or reduces noise). Among other factors, in deciding whether or not to grant an exception, the Planning Commission may consider the impact of expansions to the facility that the applicant would be entitled to make as of right if granted.

B. Waivers may only be requested at the time an application is initially submitted for a discretionary permit. The request must include both the specific provision(s) from which waiver is sought and the basis of the request, including all supporting evidence on which the applicant relies. Any request for waiver after the City has deemed an application complete constitutes a material change to the proposed wireless facility and shall be considered a new application. A request for waiver from one or more requirements does not relieve the applicant from compliance with all other applicable provisions of law or of MMC Section 17.46.060.

SECTION 8. Standard Conditions of Approval for Permits Under MMC Chapter 17.46.

A. **Generally.** In addition to any supplemental conditions imposed by the Planning Director or Planning Commission, as the case may be, all development permits or conditional use permits granted for wireless communications facilities subject to this Chapter 17.46 shall be subject to the following conditions, unless modified by the approving authority:

1. The permittee shall defend, indemnify, and hold harmless the city or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the city, its boards, commission, agents, officers, or employees to attack, set aside, void, or annul, the approval of the project, or to hold the City liable in whole or in part as a result of the engineering, design, construction or operation of the facility. The City shall promptly notify the provider(s) of any such claim, action or proceeding if the city bears its own attorney's fees and costs, and the city defends the action in good faith.

2. The permittee shall be strictly liable for interference caused by its facilities with city communications systems. The permittee shall be responsible for costs for determining the source of the interference, all costs associated with eliminating the interference (including but not limited to filtering, installing cavities, installing directional antennas, powering down systems, and engineering analysis), and all costs arising from third party claims against the city attributable to the interference.

3. Subsequent submittals for this project shall be in substantial compliance with the plans date-stamped received by the Planning Department on _____. The project shall comply with all conditions of approval stipulated in the referral sheets attached to the agenda report for this project. In the event the project plans conflict with any condition of approval, the condition shall take precedence and revised plans shall be submitted and approved by the Planning Director prior to the Environmental Sustainability Department for plan check.

4. The permit and rights conferred in this approval shall not be effective until the permittee signs, notarizes and returns the Acceptance of Conditions Affidavit accepting the conditions set forth herein. The applicant shall file this form with the Planning Department within 30 days of this decision or prior to issuance of any development, conditional use, building, electrical or encroachment permit.

5. The applicant shall digitally submit a complete set of plans, including the items required in Condition No. 6 to the Planning Department for consistency review and approval prior to plan check and again prior to the issuance of any building or development permits.

6. The Notice of Decision (including the signed and notarized Acceptance of Conditions Affidavit) shall be copied in its entirety and placed directly onto a separate plan sheet(s) to be included in the development plans prior to submitting any development permits from the City of Malibu Environmental Sustainability Department and encroachment permit.

7. A development permit or conditional use permit, as applicable, shall be valid for a period of ten (10) years from issuance, unless pursuant to another provision of the Code or these conditions, it expires sooner or is terminated. At the end of ten (10) years from the date of issuance, such development or conditional use permit shall automatically expire, unless an extension or renewal has been granted. A person holding a development permit or conditional use permit must either (1) remove the facility within thirty (30) days following the permit's expiration (provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure need not be removed, but must be restored to its prior condition, except as specifically permitted by the City); or (2) prior to expiration, submit an application to renew the permit, which application must, among all other requirements, demonstrate that the impact of the wireless facility cannot be

reduced. The wireless facility must remain in place until it is acted upon by the City and all appeals from the City's decision exhausted.

8. The installation and construction authorized by a permit shall be completed within three (3) years after its approval, or it will expire without further action by the City unless prior to the three (3) years the applicant submit an extension request and the City, in its sole discretion, grants a time extension for due cause. The installation and construction authorized by a permit shall conclude, including any necessary post-installation repairs and/or restoration to the property, within thirty (30) days following the day construction commenced. The permittee must provide written notice to City within ten (10) days after completing construction, and may not begin operations until all City and Fire Department (if applicable) inspections have been completed and the project is found to be consistent with the permit. The expiration date shall be suspended until an appeal and/or litigation regarding the subject permit is resolved.

9. The Planning Director may grant up to four one-year extensions of the timeline, in Condition 7 above, for completing the installation and construction authorized by a development or condition use permit, if the Planning Director finds that the conditions, including but not limited to changes in the wireless ordinance under which the permit approval was issued, have not significantly changed.

10. Any questions of intent or interpretation of any condition of approval will be resolved by the Planning Director upon written request of such interpretation.

11. All structures shall conform to the requirements of the Environmental Sustainability Department, City Public Works Department, FCC and Los Angeles County Fire Department requirements, as applicable. Notwithstanding this review, all required permits, including but not limited to an encroachment permit from the City, shall be secured.

12. Minor changes to the approved plans or the conditions of approval may be approved by the Planning Director, provided such changes achieve substantially the same results and the project is still in compliance with the MMC. An application with all required materials and fees shall be required.

Cultural Resources

13. In the event that potentially important cultural resources are found in the course of geologic testing, work shall immediately cease until a qualified archaeologist can provide an evaluation of the nature and significance of the resources and until the Planning Director can review this information. Where, as a result of this evaluation, the Planning Director determines that the project may have an adverse impact on cultural resources, a Phase II Evaluation of cultural resources shall be required pursuant to MMC Section 17.54.040(D)(4)(b).

14. If human bone is discovered, the procedures described in Section 7050.5 of the California Health and Safety Code shall be followed. These procedures require notification of the coroner. If the coroner determines that the remains are those of a Native American, the applicant shall notify the Native American Heritage Commission by phone within 24 hours. Following notification of the Native American Heritage Commission, the procedures described in Section 5097.94 and Section 5097.98 of the California Public Resources Code shall be followed.

Wireless Facility Conditions

15. All antennas shall meet the minimum siting distances to public/uncontrolled areas required for compliance with the FCC regulations and standards governing the environmental effects of radio frequency emissions. Permittee shall keep up-to-date on current information from the FCC in regards to maximum permissible radio frequency exposure levels. In the event that the FCC changes its guidelines for human exposure to radio frequency, permittee shall, within 30 days after any such change, submit to the Planning Director a report prepared by a qualified engineer that demonstrates actual compliance with such changed guidelines. The Director may, at permittee's sole cost, retain an independent consultant to evaluate the compliance report and any potential modifications to the permit necessary to conform to the FCC's guidelines. Failure to submit the compliance report required under this condition, or failure to maintain compliance with the FCC's guidelines for human exposure to radio frequency at all times shall constitute grounds for permit revocation.

16. All antennas shall be located so that any person walking adjacent to the transmitting surface of the antenna will be walking on a grade, which is a minimum of eight and one-half feet below the transmitting surface.

17. All antennas, equipment, and support structures shall be engineered and designed to prevent unauthorized climbing.

18. The wireless facility shall be erected, operated, and maintained in compliance with the general requirements set forth in the Standards and any specific requirements in the permit.

19. The antenna and electrical support equipment shall, at all times, be operated in a manner that conforms to the applicable health and safety standards, including those imposed by MMC Chapter 17.46 and this Resolution.

20. Wireless communications facilities and equipment must comply with the City's noise ordinance in MMC 8.24, or any successor provisions, and prevent noise and sound from being plainly audible at a distance of fifty (50) feet from the facility or within ten (10) feet of any residence.

21. The Planning Director's approval is required if a generator is to be placed onsite for temporary or permanent use.

22. All non-ground-mounted equipment associated with the application shall be located no lower than eight feet above grade or ground level on the monopole or support structure.

23. The City or its designee may enter onto the facility area to inspect the facility upon 48 hours prior notice to the permittee. The permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property. The City shall make an effort to contact the permittee prior to disabling or removing any facility elements, but in any case, shall notify permittee within 24 hours of doing so.

24. Testing of any equipment shall take place on weekdays only, and only between the hours of 8:30 a.m. and 4:30 p.m., except that testing is prohibited on holidays that fall on a weekday. In addition, testing is prohibited on weekend days.

25. Permittee shall obtain and maintain throughout the term of the permit commercial general liability insurance with a limit of five million dollars ($5,000,000) per occurrence for bodily injury and property damage and six million dollars ($6,000,000) general aggregate including premises operations, contractual liability,

personal injury, and products completed operations. The relevant policy(ies) shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insureds. A true and correct copy of the policy of insurance shall constitute proof of insurance required by this Subsection. Permittee shall use its best efforts to provide thirty (30) days' prior notice to the City of to the cancellation or material modification of any applicable insurance policy. Failure to maintain insurance consistent with this Condition shall automatically void the permit, and the permittee shall immediately deenergize and remove the facility from operation. The policy shall not have a pollution or other exclusion which excludes injuries or damages from EMF/RF exposures.

26. Prior to issuance of a City permit or encroachment permit, the permittee shall file with the City, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or another form of security for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to the cost of physically removing the facility and all related facilities and equipment on the site, based on the higher of two contractor's quotes for removal that are provided by the permittee. The permittee shall reimburse the city for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the City Council. Reimbursement shall be paid when the security is posted and during each administrative review.

27. Permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the City shall be moved to accommodate a permitted activity or encroachment, unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the Permittee pays all costs and expenses related to the relocation of the City's structure, improvement, or property. Prior to commencement of any work pursuant to any permit, the permittee shall provide the City with documentation establishing to the city's satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement, or property to be affected by permittee's facilities.

28. No possessory interest is created by a Wireless Permit. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, permittee acknowledges that City has given to permittee notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to a development or conditional use permit may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interact taxes or other taxes, fees, and assessments levied against permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this development or conditional use permit.

29. If not already completed, permittee shall enter into the appropriate agreement with the City, as determined by the City, prior to constructing, attaching, or operating a facility on municipal infrastructure. This permit is not a substitute for such agreement.

30. If a facility is not operated for a continuous period of three (3) months, the Wireless Permit and any other permit or approval therefor shall be deemed abandoned and terminated automatically, unless before the end of the three (3) month period (i) the Director has determined that the facility has resumed operations, or (ii) the City has received an application to transfer the permit to another service provider. No later than ninety (90) days from the date the facility is determined to have ceased operation, or the permittee has notified the Director of its intent to vacate the site, the permittee shall remove all equipment and improvements associated with the use and shall restore the site to its original condition to the satisfaction of the Director. The permittee shall provide written verification of the removal of the facilities within thirty (30) days of the date the removal is completed. If the facility is not removed within thirty (30) days after the permit has been discontinued pursuant to this subsection, the site shall be deemed to be a nuisance, and the City may cause the facility to be removed at permittee's expense or by calling any bond or other financial assurance to pay for removal. If there are two (2) or more users of a single facility or support structure, then this provision shall apply to the specific elements or parts thereof that were abandoned but will not be effective for the entirety thereof until all users cease use thereof.

31. In the event the City determines that it is necessary to take legal action to enforce any of these conditions, or to revoke a permit, and

such legal action is taken, the permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City otherwise agrees, in its complete discretion, to waive said fees or any part thereof.

32. Interference with city communications systems and other governmental emergency systems is prohibited. Further, no permits issued pursuant to this chapter of the City Code establish any guarantee or warranty that Licensee's facility will be free from interference from city or third-party communication systems.

Construction

33. Installation hours shall be limited to Monday through Friday from 7:00 a.m. to 7:00 p.m. and Saturdays from 8:00 a.m. to 5:00 p.m. No installation activities shall be permitted on Sundays and City-designated holidays. The restricted work hours described in this condition do not apply to emergency maintenance necessary to protect health or property. The City of Malibu may issue a Stop Work Order if permittee violates this condition. Construction activities shall be conducted in compliance with, and abide by, all applicable safety codes and permit conditions.

34. All sites must be designed and build to the standards of ANSI/APCO Public Safety Grade Site Hardening Requirements, also referred to as "APCO ANSI 2.106.1-2019".

Site Specific Conditions

35. In the event that the electric service provider does not currently offer an alternative metering option, the permittee shall remove the above-grade electric meter when such option becomes available. Prior to removing the above-grade electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.

36. The permittee acknowledges that the City specifically includes conditions of approval related to (a) painting, coloring or finishing the equipment to match the monopole or support structure; (b) undergrounding all equipment to the extent possible; (c) installing equipment within shrouds, conduits and risers as concealment elements engineered and designed to integrate the wireless facility

with the surrounding built and natural environment; and (d) specific structural, seismic, electrical, fire and operating/maintenance requirements. Any future modifications to the permittee's wireless facility must maintain or improve all concealment elements and safety precautions.

37. Before the permittee submits any applications for construction, encroachment, excavation or other required permits in connection with this permit, the permittee must incorporate a true and correct copy of this permit, all conditions associated with this permit and any approved photo simulations into the project plans (collectively, the "Approved Plans"). The permittee must construct, install and operate the wireless facility in substantial compliance with the Approved Plans as determined by the Director or the Director's designee. Any substantial or material alterations, modifications or other changes to the Approved Plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the wireless facility, must be submitted in a written request subject to the Director's prior review and approval, who may refer the request to the original approval authority if the Director finds that the requested alteration, modification or other change substantially deviates from the Approved Plans or implicates a significant or substantial land-use concern.

38. The permittee shall install and at all times maintain in good condition a "Network Operations Center Information" and "RF Caution" sign on the utility pole no less than three (3) feet below the antenna (measured from the top of the sign) and no less than nine (9) feet above the ground line (measured from the bottom of the sign). Signs required under this condition shall be installed so that a person can clearly see the sign as he or she approaches within three (3) feet of the antenna structure. If any person on or within the property is or may be exposed to emissions that exceed applicable FCC uncontrolled/general population limits at any time the sign shall expressly so state, and provide instructions on how persons can avoid any such exposure. The sign shall also include the name(s) of the facility owner(s), equipment owner(s) and operator(s)/carrier(s) of the antenna(s), property owner name, as well as emergency phone number(s) for all such parties. The sign shall not be lighted, unless applicable law, rule or regulation requires lighting. No signs or advertising devices other than required certification, warning, required seals or signage, other signage required by law, this Chapter, any City or applicable state code or the Los Angeles County Fire Department Chief or his or her designee shall be permitted. The sign shall be no larger than two (2) square feet.

39. The permittee shall ensure that all signage complies with FCC Office of Engineering and Technology Bulletin 65, CPUC General Order 95 or American National Standards Institute C95.2 for color, symbol, and content conventions. All such signage shall at all times provide a working local or toll-free telephone number to its network operations center, and such telephone number shall be able to reach a live person who can exert transmitter power-down control over this site as required by the FCC.

40. In the event that the FCC changes any of radio frequency signage requirements that are applicable to the project site approved herein or ANSI Z535.1, ANSI Z535.2, and ANSI C95.2 standards that are applicable to the project site approved herein are changed, the permittee, within 30 days of each such change, at its own cost and expense, shall replace the signage at the project site to comply with the current standards.

41. The permittee shall maintain the paint, color and finish of the facility in good condition at all times.

42. All improvements, including foundations, and appurtenant ground wires, shall be removed from the property and the site restored to its original pre-installation conditions within 90 days of cessation of operation or abandonment of the facility.

43. Build-Out Conditions.

    a. Permittee shall not commence any excavation, construction, installation or other work on the project site until and unless it demonstrates to the City Public Works Department that the project complies with these Conditions along with all applicable laws, regulations, codes and other rules related to public health and safety, including without limitation all applicable provisions in California Public Utilities Commission General Order 95 and MMC Chapters 8.12, 8.24 and 15.08.

    b. To the extent that a pole owner or any provision in the MMC or this resolution require greater or more restrictive standards than California Public Utilities Commission General Order 95, if applicable, those standards shall control.

44. Permittee shall at all times maintain compliance with all applicable federal, State and local laws, regulations, ordinances and other rules, including Americans with Disabilities Act (ADA) requirements.

45. The permittee shall cooperate with all inspections. The City and its designees reserve the right to support, repair, disable or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.

46. Permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address and email address for at least one natural person. All such contact information for responsible parties shall be provided to the Planning Department at the time of permit issuance and within one business day of permittee's receipt of City staff's written request.

47. Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification and removal of the facility.

48. The site and the facility must be maintained in a neat and clean manner and in accordance with all approved plans and conditions of approval.

49. Permittee shall promptly remove any graffiti on the wireless facility at permittee's sole expense within 48 hours after notice.

Prior to Operation

50. The applicant shall request a final Planning Department inspection and final building inspection by the City of Malibu Environmental Sustainability Department immediately after the wireless facility has been installed and prior to the commencement of services.

51. Within thirty (30) calendar days following the installation of any wireless communications facilities, the applicant shall provide to the Planning Department with a field report prepared by a qualified engineer verifying that the unit has been inspected, tested, and is operating in compliance with FCC standards. Specifically, the on-site post-installation radiofrequency (RF) emissions testing must demonstrate actual compliance with the FCC OET Bulletin 65 RF emissions safety guidelines for general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to a distance where the RF emissions no longer exceed the uncontrolled/general population limit. Such report and documentation shall include the make and model (or other identifying information) of the unit tested, the date and time of the

inspection, a certification that the unit is properly installed and working within applicable FCC limits, and a specific notation of the distance from the transmitter at which the emissions are equal to or less than the uncontrolled/general population limit.

52. The operation of the approved facility shall commence no later than one (1) month after the City completes its post-installation inspections of the facility, any issues with the facility are resolved, and the City receives the RF testing report required in the condition of approval above, or the development or conditional use permit will expire without further action by the City.

Fixed Conditions

53. Violation of any of the conditions of this approval shall be cause for revocation and termination of all rights thereunder.

Eligible Facilities Requests

All permits for an eligible facilities requests under MMC Chapter 17.46 shall be subject to the following conditions and all of the other conditions of approval placed on a Wireless Permit, unless modified by the approving authority:

54. Any permit granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit.

55. The City's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the City's grant or grant by operation of law of a eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.

56. The City's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.

Small Cell Facilities

In addition to the other conditions of approval placed on a Wireless Permit, all permits for a small cell facility under MMC Chapter 17.46 shall be subject to the following additional condition, unless modified by the approving authority:

57. The City's grant of a permit for a small cell facility request does not waive, and shall not be construed to waive, any standing by the city to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.

SECTION 9. Basic Application Requirements for Permits Under MMC Chapter 17.46.

A. Generally. In addition to providing all required fees, all wireless telecommunication facility carriers or providers shall provide the information required by a separate application form published, and updated from time to time, by the City. If no such form is available, then the applicant must submit all documents, information, and any other materials necessary to allow the City to make required findings and ensure that the proposed facility will comply with applicable laws and not endanger the public health, safety, or welfare. Such information may include:

1. Contact information for:
   a. Applicant and their representatives
   b. Owner of proposed wireless communications facility
   c. If different from facility owner, the identity of the person or entity responsible for operating the proposed wireless facility
   d. The property owner or owner of the structure on which the proposed wireless facility would be installed
   e. Names, addresses, telephone numbers, and email addresses of anyone acting on behalf of the applicant with regard to the application;
   f. The name, address and phone number of all persons that prepared or assisted in preparing the application and any required reports;
   g. The postal address, parcel number, or utility pole identifier of the property;
   h. The location of the schools, playgrounds and parks within 500 feet of the project site;
   i. Local contact person for emergencies
   j. Assessor's Parcel Number
2. Purpose of new wireless communications facility or amendment
3. Type of Application (Select all that apply)
   a. Eligible Facilities Request
   b. Small Cell – Collocation

c. Small Cell – New Structure
d. Collocation (Non-Small Cell)
e. All Other Wireless Communications Facilities
f. Permit Renewal
g. Waiver

4. Letter of authorization signed by the property owner authorizing the applicant to submit and process the application, including executed copies of any leases, letters of agency, or proof of ownership, of private property involved in the project.
5. Authorizations, and Licenses
6. Provide previous approvals, if applicable, and Certificate of Completion. Site inspection fees may apply if a final inspection was never requested
7. Identify all other required permits and approvals for the subject facility.
8. Electrical and Structural Safety Information. The following engineering documents prepared under the responsible charge of and sealed by a California licensed Professional Engineer must be included in the application:
    a. A short circuit and coordination study ("SCCS") calculated pursuant to the IEEE 551-2006: Recommended Practice for Calculating AC Short-Circuit Currents in Industrial and Commercial Power Systems or the latest version of that standard. The study must demonstrate the protection devices will ensure the equipment enclosure will not be breached. The SCCS must include analysis of Voltage Transient Surges due to contact of conductors of different voltages;
    b. A one-line diagram of the electrical system;
    c. Voltage Drop & Load Flow Study;
    d. Load Calculation;
    e. Panel Directories;
    f. A plot plan showing the location of the mounting structure including address, or structure designation, or GPS location on the front sheet;
    g. A plot plan showing the location of the service disconnecting means; and
    h. An elevation drawing of the equipment and the service disconnecting means.
9. Structural Safety Information. The structural/civil engineering documents prepared under the responsible charge of and sealed by a California licensed professional civil engineer.
    a. Photo simulations, from at least three different angles, showing the pole and streetscape before and after installation. In some cases, more than three different angles may be required;

b. The azimuth, size and center-line height location of all proposed and existing antenna(s) on the supporting structure;

c. The number, type and model of the antenna(s) that will be used with a copy of the specification sheet;

d. The make, model, type and manufacturer of any tower involved and a design plan stating the tower's capacity to accommodate multiple users;

e. Site and Construction Plans. Complete and accurate plans, drawn to scale, signed, and sealed by a California-licensed engineer, land surveyor, and/or architect, which include the following items.

(1) A site plan and elevation drawings for the facility as existing and as proposed with all height and width measurements explicitly stated.

(2) A site plan describing the proposed tower and antenna(s) and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting;

(3) A depiction, with height and width measurements explicitly stated, of all existing and proposed transmission equipment.

(4) A depiction of all existing and proposed utility runs and points of contact.

(5) A depiction of the leased or licensed area of the site with all rights-of-way and easements for access and utilities labeled in plan view.

f. Detailed map with locations of the poles or other property on which equipment is to be located, including specific pole identification number, if applicable, and the areas it will service;

g. Description as to why the desired location is superior to other similar locations, from a community perspective, including, but not limited to:

(1) Proximity to residential buildings and descriptions of efforts to prevent any blocking of views of impressive scenes; and

(2) Written documentation demonstrating a good faith effort to locate the proposed facility in the least intrusive location in accordance with the location requirements of this Resolution.

h. A description in writing and a visual rendering demonstrating effective screening of all ground-mounted or roof-mounted equipment of the facility from view.

i. Color-coded carrier-generated RF Coverage (propagation) maps, at a scale no smaller than 1 inch (1") to a quarter (1/4) mile with all appropriate legends, showing the coverage for the highest and lowest frequencies to be used by the facility. Frequencies are to be stated numerically, not qualitatively. Provide a represented value in dB of each colors it specifically represents.

j. If the project involves, modifies or will use an existing facility or structure, a description of the type of structure (e.g., guyed, self-supporting lattice or monopole), and a report on the physical condition of the facility certified by a professional engineer licensed in the state of California.

k. If the application is for a new tower, clear and convincing technical evidence by a carrier or wireless service provider justifying the total height of the proposed facility and the need for such to the exclusion of all reasonable alternatives. Evidence in the form of propagation studies must include all modeling data and assumptions used to produce the studies at the requested height and should take into consideration the ability to collocate other carriers in the future.

l. A siting analysis which identifies other feasible locations within or outside the City which could serve the area intended to be served by the facility, unless the applicant provides compelling technical reasons for providing fewer than the minimum.

m. An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, in that it will not cause members of the general public to be exposed to RF levels that exceed the emissions levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power."

n. A statement detailing the frequency, modulation and class of service of radio or other transmitting equipment;

o. A copy of the FCC license applicable for the intended use of the proposed facilities;

p. A HazMat Business Plan for all new generators, and any storage and/or use of hazardous materials during the project, to include:
   i. A list of toxic substances that may develop during arcing or fire that may impede fire suppression efforts;
   ii. A list of hazards that may develop during arcing or fire that may impede fire suppression efforts;
q. A demolition plan, if applicable.
r. A written statement of the applicant's willingness to allow other carriers to co-locate on the proposed personal wireless service facility where technically and economically feasible and aesthetically desirable, subject to the qualification that colocation should not occur when public exposures from the resulting higher cumulative sources would exceed FCC limits.
s. Such other information as the Director shall establish.
t. A statement signed by a person with legal authority to bind the applicant attesting under penalty of perjury to the accuracy of the information provided in the application. If attester not an authorized employee of the applicant, then the attester must demonstrate that it is an authorized agent of the applicant, with lawful Power of Attorney from the applicant.

SECTION 10. Environmental Review.

This Resolution is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (CEQA) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Resolution does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Moreover, when and if an application for installation is submitted, the City will at that time conduct preliminary review of the application in accordance with CEQA.

Alternatively, even if the Resolution is a "project" within the meaning of State CEQA Guidelines section 15378, the Resolution is exempt from CEQA on multiple grounds. First, the Resolution is exempt CEQA because the City Council's adoption of the Resolution is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3)). That is, approval of the Resolution will not result in the actual installation of any facilities in the City. In order to install a facility in accordance with this Resolution, the wireless provider would have to submit an application for installation of the wireless facility. At that time, the City will have specific and definite information regarding the facility to review in accordance with CEQA. And, in fact, the City will conduct preliminary review under CEQA at that time. Second, the Resolution is categorically exempt under CEQA Guidelines §§ 15307 and 15308 as an action taken by a regulatory agency, as authorized by local ordinance (MMC Chapter 17.46), to assure the protection of natural resources

and the environment. The Resolution strengthens the City's location and design standards for new wireless facilities. It does not weaken any existing standard and does not authorize any construction or development. The City's wireless permitting process involves procedures for protection of the environment, including discretionary review of each application and coastal development permit review under the certified Local Coastal Program where applicable. None of the exceptions in CEQA Guidelines §15300.2 applies.

Moreover, in the event that the Resolution is interpreted so as to permit installation of wireless communications facilities on a particular site, the installation would be exempt from CEQA review in accordance with either State CEQA Guidelines section 15302 (replacement or reconstruction), State CEQA Guidelines section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines section 15304 (minor alterations to land).

SECTION 11. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 12. 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 13th day of July 2026.

BRUCE SILVERSTEIN, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

RESOLUTION NO. 26-53 ~~20-65~~

A RESOLUTION OF THE CITY OF MALIBU AMENDING AND REPLACING RESOLUTION NO. 20-65 (WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY) TO RESTRICT NEW WIRELESS FACILITIES IN RESIDENTIAL AREAS, DEFINE "RESIDENTIAL AREAS," AND REVISE THE RELATED SPACING, SEPARATION, AND LOCATION PREFERENCE STANDARDS ~~ADOPTING ENGINEERING, DESIGN AND LOCATION STANDARDS AND CONDITIONS OF APPROVAL FOR WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY~~; AND FINDING THAT THIS RESOLUTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND, IN THE ALTERNATIVE, IS EXEMPT FROM CEQA ~~THE SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT~~

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

SECTION 1. Recitals

A. Chapter 12.02 of the Malibu Municipal Code governs the permitting, installation, and regulation of personal wireless services facilities in the City's public right-of-way (ROW);

B. Section 12.02.050(D) provides that "[a]ll applicants shall engineer, design and locate the wireless facilities in accordance with the standards and wireless regulations set forth separately though the resolution adopted by the City Council;"

C. The City's public rights-of-way are a uniquely valuable public resource, closely linked with the City's character, making the regulation of wireless installations in the public rights-of-way necessary to protect and preserve the aesthetics in the community;

D. Being authorized to do so, the City wishes to establish engineering, design and development standards applicable to wireless installations in the public rights-of-way;

E. The City also wishes to set standard conditions of approval applicable to wireless ROW permits; and

F. On December 9, 2020 the City Council conducted a duly noticed public hearing and received testimony from City staff and all interested parties regarding the engineering, design and development standards.

G. On July 13, 2026 the City Council held a duly noticed meeting and received testimony from City staff and all interested parties regarding the residential restriction.

SECTION 2. Purpose.

The purpose of this document is to (1) establish design and location standards (Standards) for wireless facilities in the public right-of-way (ROW) within the City; and (2) set standard conditions of approval for Wireless ROW Permits (WRPs).

SECTION 3. Definitions.

For the purposes of these Standards, the definitions set forth in Malibu Municipal Code (MMC) Section 12.02.020 are incorporated by reference into this Resolution and in addition the following definitions apply:

A. "Pole-mounted facility" means a wireless facility that is, or is proposed to be, attached to or contained in a pole.

B. "Residential areas" means the portion of the public right-of-way, excluding utility poles along Pacific Coast Highway or other major arterial roadways as depicted in Figure CI-1 of the City's General Plan, where any parcel abutting or fronting the right-of-way within three hundred (300) feet of the proposed facility is zoned RR, SF, MF, MFBF, or MH, or is a Planned Development parcel whose principal use is residential, under MMC Chapter 17.06. Distance shall be measured from the farthest projection of the proposed wireless facility to the nearest such residential parcel line.

~~B~~C. "Stealth facility" (or "stealth facilities") means a wireless facility designed to look like something other than a wireless tower or base station.

SECTION 4. General Standards for all Facilities The following standards shall apply to all wireless facilities in the ROW:

A. All wireless facilities shall be engineered and designed to minimize the visual impact by means of placement, screening, camouflaging, painting and texturing and to be compatible with existing architectural elements, building materials and other site characteristics. The applicant shall use the smallest and least visible antenna possible to accomplish the facility's objectives. All antennas and support structures shall be painted and/or textured to achieve architectural compatibility with the structures for which they are attached and/or located.

B. Prohibition of Generators. Permanent generators are prohibited.

C. General Orders. All installations shall comply with applicable California Public Utilities Commission ("CPUC") General Orders, including, but not limited to General Order 95, and, if stricter, the pole owner's safety standards. None of the engineering or design standards are meant to conflict with or cause a violation of CPUC General Orders. Accordingly, the Standards can be adjusted on a case-by-case basis if it is demonstrated that adjustment is necessary to ensure compliance with CPUC rules on safety.

D. Electric Service. The permittee shall request that the permittee's electric service provider apply flat-rate billing for any proposed electric service, wireless smart metering or other alternative metering option that would

obviate the need for an above-grade electric meter. If flat-rate service is not available, applicants may install a shrouded "smart meter" that shall not exceed the width of the pole; provided, however that such smart meter shall be placed at least ten (10) feet above ground level. If the proposed project involves a ground-mounted equipment cabinet, an electric meter may be integrated with and recessed into the cabinet, but the Director shall not approve a separate ground-mounted electric meter pedestal unless (1) the separate ground-mounted meter pedestal would be placed off the sidewalk and (2) the applicant demonstrates with clear and convincing evidence that all other alternatives for the electric meter are not available. All support equipment located within cabinets, shelters, or similar structures shall be screened from public view to the maximum extent feasible. Undergrounding of support equipment is required wherever practicable.

E. Security. All equipment and facilities shall be installed in a manner to avoid being an attractive nuisance and to prevent unauthorized access, climbing, and graffiti.

F. Safety. All wireless facilities, including each piece of equipment, shall be located and placed in a manner so as to not interfere with the public use of the ROW; impede the flow of vehicular or pedestrian traffic; impair the primary use and purpose of poles/signs/traffic signals or other infrastructure; interfere with outdoor dining areas or emergency facilities; or otherwise obstruct the accessibility of the ROW. Further, all wireless facilities and associated equipment shall comply with Americans with Disabilities Act (ADA) requirements.

G. Fire and Electrical Safety Standards. All wireless facilities shall contain:

1. A power shut off readily accessible to fire service personnel for emergencies;

2. Surge protection for lightning discharge or other significant electrical disturbances;

3. Signage as required by the permit conditions, the National Electric Code or the Los Angeles County Fire Department Chief or his or her designee; and

4. Instructions for first responders to de-energize the equipment.

H. Noise. Wireless facilities and equipment must comply with the City's noise ordinance in MMC 8.24, or any successor provisions, and be designed to prevent noise and sound from being plainly audible at a distance of fifty (50) feet from the facility or within ten (10) feet of any residence.

I. Lighting. Lighting of antenna structures and their electrical support equipment is prohibited, except as required by any order or regulation of the Federal Communications Commission (FCC) or the Federal Aviation Administration (FAA) and except for manually operated emergency lights for use when official operating personnel are on site.

J. Signs. No facility may display any signage or advertisement unless it is expressly allowed by this paragraph or required by law or a permit condition. Every facility shall at all times display signage that accurately identifies the facility owner and provides the owner's unique site number and a local or toll-free telephone number to contact the facility owner's operations center.

K. Landscaping. Where appropriate, facilities shall be installed so as to maintain and enhance existing landscaping on the site, including trees, foliage and shrubs, whether or not utilized for screening. In addition to any landscaping used for concealment or screening purposes, the applicant shall replace any existing landscaping displaced during construction or installation of the applicant's facility. The applicant's landscaping plan shall be subject to the City's review and approval but shall, at a minimum, match the existing landscaping and foliage surrounding the installation site consistent with MMC Section 17.53.090.

SECTION 5. Location Standards for All Facilities.

The location standards for all wireless facilities, other than those that qualify as eligible facilities requests, in the ROW are as follows:

A. Spacing. Wireless facilities located in residential areas ~~adjacent to any residential zone district~~, except for those facilities placed on utility poles located along Pacific Coast Highway or other major arterial roadways as depicted in Figure CI-1 of the City's General Plan, shall not be located within one thousand (1,000) ~~six hundred (600)~~ feet of any other wireless facility~~, unless a finding is made, based on technical evidence acceptable to the Planning Director, as appropriate, showing a clear need for the facility and that no technically feasible alternative site exists~~. This provision does not apply to wireless facilities located adjacent to any commercial zone district.

B. Location preference for wireless facilities should be given to the following:

1. Installations along major arterial roadways as depicted in Figure CI-1 of the City's General Plan.

2. Locations adjacent to property designated non-residential (except for public open space and recreational vehicle park zoning districts), unless otherwise

prohibited pursuant to this title.

~~2~~3. Facilities attached to existing utility poles or street lights, or sited adjacent to existing structures not used for human habitation or school grounds or to playgrounds or parks. Whenever possible, facilities shall be located on and/or inside existing structures.

~~3.~~ 4. Sites that are not highly visible from adjacent roadways and do not obstruct views of impressive scenes off the Pacific Ocean, offshore islands, the Santa Monica Mountains, canyons, valleys, or ravines.

~~4.~~5. Unless otherwise indicated in this title, no wireless facility shall be installed on an exposed ridgeline unless the facility blends with the surrounding existing natural and man-made environment and a finding is made that no other location is technically feasible.

C. Discouraged and Disallowed Locations/Zones.

1. Wireless facilities that are within 250 feet from the property line of an open space or recreational area.

2. The City expressly designates residential areas, as defined in Section 3, as disallowed locations for new wireless facilities.

~~2~~ 3. Wireless facilities that are less than five hundred (500) feet from school grounds, playgrounds or parks.

~~3~~ 4. Wireless facilities that are less than four hundred fifty (450) feet from any other existing wireless facility within or adjacent to any residential zone district, except for those facilities placed on utility poles located along Pacific Coast Highway or other major arterial roadways as depicted in Figure CI-1 of the City's General Plan.

D. Placements shall not be in front of dwelling units or schools.

SECTION 6. Undergrounding Standards for All Facilities.

With regard to undergrounding wireless facilities, the following standards apply:

A. Equipment, including remote radio units (RRUs) that cannot be placed with the antenna in the shroud, must be placed underground, subject to Section 7(B) below. Vaults and pull boxes shall be installed flush to grade.

B. Ground-mounted equipment is prohibited unless required for technical reasons.

1. If required, ground-mounted wireless facilities shall be located near existing structures or trees at similar heights for screening purposes. The equipment shall be enclosed in cabinets, sized only for the necessary equipment. Further, if ground mounted, the antennas, equipment, cabinet and support structure shall be painted, textured, landscaped or otherwise camouflaged as much as possible to integrate the structure into the environment. Colors and materials for facilities shall be non-reflective and chosen to minimize visibility. As such, ground-mounted equipment shall be stealth.

2. The ground-mounted equipment must not obstruct ocean views.

3. Not more than one ground-mounted antenna shall be permitted on each site.

SECTION 7. Design Standards for all Facilities.

The general design standards for wireless facilities in the ROW are as follows:

A. Materials. The materials used shall be non-reflective and non-flammable.

B. Cabinet doors must be designed to stay securely closed, and openings in all facilities shall be shielded or made the smallest size feasible to protect against fire and wind-blown embers.

C. The pole, or other support structure, and all equipment shall be designed to withstand forces from seismic events.

D. All connections between various components of the facility, power lines, and conduit shall be designed in a manner to protect against damage by a natural disaster, a vehicular accident, an act of vandalism or similar external forces.

E. Stealth. The wireless facility shall be stealth. Stealth elements and techniques should be used to blend the facility with surrounding materials and colors of the support structure and make the facility appear to be something other than a wireless facility. Stealth elements include, but are not limited to, the following:

1. Radio frequency (RF) transparent screening or shrouds;

2. Matching the color of the existing support structure by painting, coating, or otherwise coloring the wireless facility, equipment, mounting brackets, and cabling;

3. Placing cables and wires inside the pole or beneath conduit of the smallest size possible;

4. Minimizing the size of the site;

5. Installing new infrastructure that matches existing infrastructure in the area surrounding the proposed site; and

6. Using paint of durable quality.

F. Curb Setback Requirements. New or replacement poles shall be a minimum of 18 inches from the face of the curb.

G. Collocation. The City has a preference for the use of existing infrastructure. Wireless facilities shall be collocated on existing poles or other facilities when possible. No permittee shall restrict access to an existing antenna location if required to collocate by the City and if possible to do so.

H. Minimum Height. All antennas shall be located such that: (1) any person walking adjacent to the transmitting surface of the antenna will be walking on a grade that is a minimum of eight and one-half feet below the transmitting surface; and (2) no person at ground level will be exposed to an exposure level that is higher than allowed by the FCC's general population exposure rules.

I. Strand-mounted Facilities. Strand-mounted facilities are encouraged. The facilities must be stealth and of the smallest size that is technically feasible to reduce aesthetic impacts.

SECTION 8. Engineering and Design Standards for Pole-Mounted Facilities.

In addition to the generally applicable standards set forth above, the design standards for pole-mounted facilities in the ROW are as follows:

A. Facilities on Streetlight Poles.

1. Stealth. The facility shall be engineered, designed, painted, coated, and otherwise made to maintain the look of a streetlight pole rather than a wireless facility, tower, or base station.

2. Antennas and RRUs. Antennas shall be top-mounted in a shroud, and RRUs and other equipment shall be placed underground. If RRUs and equipment cannot be underground, then they shall be placed within the shroud with the antenna. RRUs attached to the side of the pole or ground-mounted are discouraged, but if they are required due to technical reasons, they should use the smallest RRU volume possible and be stacked vertically and close together with minimal distance from the pole.

3. Dimensions. Antennas shall be of the smallest possible size, but in no case more than three cubic feet in volume. Pole-top wireless facilities, including shroud, shall be no more than 60 inches in height and 14.5 inches in diameter.

4. Cables and Wiring. All cables and wiring must be within the pole.

B. Facilities on Wood Utility Poles.

1. Stealth. The facility shall be engineered, designed, painted, coated, and otherwise made to maintain the look of a utility pole rather than a wireless facility, tower, or base station.

2. Antennas. The preferred mounting type for wireless facilities on wood utility poles is side-mounting.

a. Side-mounted Facilities. Antennas and RRUs shall be mid-pole mounted (i.e., mid-pole mounted) in a shroud. If RRUs are attached to the side of the pole, the facility should use the smallest RRU volume possible, and the RRUs should be stacked vertically and close together with minimal distance from the pole.

(1) Antennas shall be of the smallest possible size, but in no case more than three cubic feet in volume.

(2) Side-mounted wireless facilities shall be of the smallest size technically feasible and shall not project from the pole more than 30 inches. The diameter of the shroud shall be no greater than the diameter of the pole or 14.5 inches, whichever is less. Side-mounted facilities shall only extend out on one side of the pole.

b. Top-mounted Facilities. Antennas and RRUs shall be top-mounted in a shroud.

(1) Dimensions. Antennas shall be of the smallest possible size, but in no case more than three cubic feet in volume.

(a) Pole-top wireless facilities, including shroud, shall be no more than 72 inches in height and 14.5 inches in diameter.

3. Cables and Wiring. All cables and wiring must be within the conduit on the exterior of the pole. The conduit must be a color that matches the pole and of the smallest size technically feasible.

C. Replacement Poles. If an applicant proposes or is required to install a replacement pole to accommodate the proposed facility:

1. Placement. A replacement pole must be in the same location as the pole that it is replacing or as close to the original location as possible, taking into account pole owner safety-related requirements and all applicable location and placement standards herein.

2. Design. Replacement poles should match the design (e.g., color, dimensions, height, style, and materials) of the existing pole that is being replaced.

3. Cables and Wiring. All cables and wiring on non-wood poles must be within the structure. All cables and wiring on wood poles must be within conduit on the exterior of the pole. The conduit must be a color that matches the pole and of the smallest size technically feasible.

4. Stealth. The facility should be stealth, as defined above in Section 4(B).

D. New (Non-Replacement) Poles.

1. Waiver Required. New poles are prohibited, unless a waiver is approved by the City to prevent a prohibition of service.

2. Design. New poles (including antenna) shall have a maximum height of 28 feet and a maximum diameter of 14 inches, and any base enclosure shall not exceed 24 inches in width or height. If existing poles are present in the surrounding area, then the new pole shall be designed to resemble the existing poles in appearance, color, materials, and distribution pattern/spacing.

3. New wooden poles are prohibited, unless required to match existing poles in the area surrounding the proposed installation site.

4. Cables and Wiring. All cables and wiring on non-wood poles must be within the pole. All cables and wiring on wood poles must be within the conduit on the exterior of the pole. The conduit must be a color that matches the pole and of the smallest size technically feasible.

5. Antennas and RRUs. Antennas and RRUs shall be contained within the pole and its base or underground.

6. Stealth. The facility must be stealth, as defined above in Section 4(B).

SECTION 9. Exceptions to These Standards

A. An exception may be granted to one or more of these Standards in the following circumstances:

1. Pursuant to MMC Section 12.02.050(E), if an applicant demonstrates to the Director or Hearing Officer in writing with clear and convincing evidence that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations. All waivers approved pursuant to MMC Section 12.02.050(E) shall be (1) granted only on a case-by-case basis, and (2) narrowly-tailored so that the requirements of these Standards are waived only to the minimum extent required to avoid the prohibition or violation.

2. If an applicant demonstrates to the Director or Hearing Officer with clear and convincing evidence set forth in a feasibility study that compliance with a requirement of the policy would be technically infeasible and the proposed wireless facility complies with the requirements of this policy to the greatest extent technically feasible. For example, an exception to a requirement to conceal antennas in a shroud may be granted if shrouding is shown to be technically infeasible and an alternative concealment such as a colored film wrap is proposed. As another example, an exception to the volume limitation for antennas in a single shroud may be granted if the applicant can demonstrate that a greater volume is technically required, and that it is using the smallest, technically feasible engineering and design for providing personal wireless services, taking into account the other requirements of these Standards; or

3. If an applicant demonstrates to the Director or Hearing Officer in writing and based on clear and convincing evidence that the particular engineering, design or location proposed involves only minor non-compliance with a requirement of these Standards but such non-compliance either results in no increase in visual harms to the community or provides other benefits. For example, an exception to the antenna or equipment size or volume limitations may be granted when the applicant can demonstrate that because of the proposed location of the wireless facility away from viewsheds

of residences or shielded by vegetation or existing infrastructure (such as barriers) in the public ROW, any additional visual and physical impacts of the larger wireless facility would be insignificant. As another example, an exception to the wireless facility location limitations may be granted when the applicant can demonstrate that the placement is less visible from viewsheds of residences or shielded by vegetation or existing infrastructure (such as barriers) in the public right-of-way, or is less physically intrusive (for example, less impactful to tree roots or reduces noise), or the applicant can demonstrate that in a multi-site deployment, the placement would reduce the overall number of sites needed and be no more visible or physically intrusive than placement in accordance with the wireless location criteria. Among other factors, in deciding whether or not to grant an exception, the Director may consider the impact of expansions to the facility that the applicant would be entitled to make as of right if granted.

B. Factors to be addressed in a feasibility study requesting an exception to undergrounding requirements based on feasibility shall include but are not limited to construction impacts (including duration and extent of excavation and soil disturbance); traffic and pedestrian impacts (including impediments to access during construction and maintenance, or permanent impediments due to the nature of particular equipment); operational challenge (such as water, heat, or maintenance complications affecting network reliability); noise impacts (such as venting and pumping which may be required in some instances); cost impacts; aesthetic considerations; and permanent impacts to the integrity and future capacity of public ROW.

C. Exceptions must be requested at the time an application is initially submitted for a WRP. The request must include both the specific provision(s) from which exception is sought and the basis of the request, including all supporting evidence on which the applicant relies. Any request for exception after the Director has deemed an application complete constitutes a material change to the proposed wireless facility and shall be considered a new application. A request for exception from one or more requirements does not relieve the applicant from compliance with all other applicable provisions of law or of these Standards.

SECTION 10. Standard Conditions of Approval for Permits Under MMC Chapter 12.02.

A. **Generally.** In addition to any supplemental conditions imposed by the Director of Planning or the Hearing Officer, as the case may be, all permits under MMC Chapter 12.02 shall be subject to the following conditions, unless modified by the approving authority:

1. The permittee, and their successors in interest, shall indemnify and defend the City of Malibu and its officers, employees and agents from and against all liability and costs relating to the City's actions concerning this project, including (without limitation) 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 or seeks to hold the City liable in whole or in part as a result of the engineering, design, construction or operation of the facility. The City shall have the sole right to choose its counsel and property owners shall reimburse the City's expenses incurred in its defense of any lawsuit challenging the City's actions concerning this project.

2. Subsequent submittals for this project shall be in substantial compliance with the plans date-stamped received by the Planning Department on _____. The project shall comply with all conditions of approval stipulated in the referral sheets attached to the agenda report for this project. In the event the project plans conflict with any condition of approval, the condition shall take precedence and revised plans shall be submitted and approved by the Planning Director prior to the Environmental Sustainability Department for plan check.

3. The permit and rights conferred in this approval shall not be effective until the permittee signs, notarizes and returns the Acceptance of Conditions Affidavit accepting the conditions set forth herein. The applicant shall file this form with the Planning Department within 30 days of this decision or prior to issuance of any wireless ROW, building, electrical or encroachment permit.

4. The applicant shall digitally submit a complete set of plans, including the items required in Condition No. 5 to the Planning Department for consistency review and approval prior to plan check and again prior to the issuance of any building or development permits.

5. This Notice of Decision (including the signed and notarized Acceptance of Conditions Affidavit) shall be copied in its entirety and placed directly onto a separate plan sheet(s) to be included in the development plans prior to submitting any development permits from the City of Malibu Environmental Sustainability Department and encroachment permit.

6. A WRP shall be valid for a period of ten (10) years from issuance, unless pursuant to another provision of the Code or these conditions, it expires sooner or is terminated. At the end of ten (10) years from

the date of issuance, such wireless ROW permit shall automatically expire, unless an extension or renewal has been granted. A person holding a WRP must either (1) remove the facility within thirty (30) days following the permit's expiration (provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure in the right of way need not be removed, but must be restored to its prior condition, except as specifically permitted by the City); or (2) prior to expiration, submit an application to renew the permit, which application must, among all other requirements, demonstrate that the impact of the wireless facility cannot be reduced. The wireless facility must remain in place until it is acted upon by the City and all appeals from the City's decision exhausted.

7. The installation and construction authorized by a WRP shall be completed within three (3) years after its approval, or it will expire without further action by the City unless prior to the three (3) years the applicant submit an extension request and the City, in its sole discretion, grants a time extension for due cause. The installation and construction authorized by a wireless ROW permit shall conclude, including any necessary post-installation repairs and/or restoration to the ROW, within thirty (30) days following the day construction commenced. The permittee must provide written notice to City within ten (10) days after completing construction. The expiration date shall be suspended until an appeal and/or litigation regarding the subject permit is resolved.

8. The Planning Director may grant up to four one-year extensions of the timeline, in Condition 7 above, for completing the installation and construction authorized by a WRP, if the Planning Director finds that the conditions, including but not limited to changes in the wireless ordinance under which the WRP approval was issued, have not significantly changed.

9. Any questions of intent or interpretation of any condition of approval will be resolved by the Planning Director upon written request of such interpretation.

10. All structures shall conform to the requirements of the Environmental Sustainability Department, City Public Works Department, FCC and Los Angeles County Fire Department requirements, as applicable. Notwithstanding this review, all required permits, including but not limited to an encroachment permit from the City, shall be secured.

11. Minor changes to the approved plans or the conditions of approval may be approved by the Planning Director, provided such changes achieve substantially the same results and the project is still in compliance with the MMC. An application with all required materials and fees shall be required.

Cultural Resources

12. In the event that potentially important cultural resources are found in the course of geologic testing, work shall immediately cease until a qualified archaeologist can provide an evaluation of the nature and significance of the resources and until the Planning Director can review this information. Where, as a result of this evaluation, the Planning Director determines that the project may have an adverse impact on cultural resources, a Phase II Evaluation of cultural resources shall be required pursuant to MMC Section 17.54.040(D)(4)(b).

13. If human bone is discovered, the procedures described in Section 7050.5 of the California Health and Safety Code shall be followed. These procedures require notification of the coroner. If the coroner determines that the remains are those of a Native American, the applicant shall notify the Native American Heritage Commission by phone within 24 hours. Following notification of the Native American Heritage Commission, the procedures described in Section 5097.94 and Section 5097.98 of the California Public Resources Code shall be followed.

Wireless Facility Conditions

14. All antennas shall meet the minimum siting distances to public/uncontrolled areas required for compliance with the FCC regulations and standards governing the environmental effects of radio frequency emissions. Permittee shall keep up-to-date on current information from the FCC in regards to maximum permissible radio frequency exposure levels. In the event that the FCC changes its guidelines for human exposure to radio frequency, permittee shall, within 30 days after any such change, submit to the Planning Director a report prepared by a qualified engineer that demonstrates actual compliance with such changed guidelines. The Director may, at permittee's sole cost, retain an independent consultant to evaluate the compliance report and any potential modifications to the permit necessary to conform to the FCC's guidelines. Failure to submit the compliance report required under this condition, or failure to maintain compliance with the FCC's

guidelines for human exposure to radio frequency at all times shall constitute grounds for permit revocation.

15. All antennas shall be located so that any person walking adjacent to the transmitting surface of the antenna will be walking on a grade, which is a minimum of eight and one-half feet below the transmitting surface.

16. All antennas, equipment, and support structures shall be engineered and designed to prevent unauthorized climbing.

17. The wireless facility shall be erected, operated, and maintained in compliance with the general requirements set forth in the Standards.

18. The antenna and electrical support equipment shall, at all times, be operated in a manner that conforms to the applicable federal health and safety standards.

19. Wireless facilities and equipment must comply with the City's noise ordinance in MMC 8.24, or any successor provisions, and prevent noise and sound from being plainly audible at a distance of fifty (50) feet from the facility or within ten (10) feet of any residence.

20. The installation of a permanent onsite generator and/or other equipment is prohibited. The Planning Director's approval is required if a generator is to be placed onsite for temporary or permanent use.

21. All pole-mounted equipment associated with the application shall be located no lower than eight feet above grade or ground level on the utility pole.

22. The City or its designee may enter onto the facility area to inspect the facility upon 48 hours prior notice to the permittee. The permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property. The City shall make an effort to contact the permittee prior to disabling or removing any facility elements, but in any case, shall notify permittee within 24 hours of doing so.

23. Testing of any equipment shall take place on weekdays only, and only between the hours of 8:30 a.m. and 4:30 p.m., except that

testing is prohibited on holidays that fall on a weekday. In addition, testing is prohibited on weekend days.

24. Permittee shall obtain and maintain throughout the term of the permit commercial general liability insurance with a limit of five million dollars ($5,000,000) per occurrence for bodily injury and property damage and six million dollars ($6,000,000) general aggregate including premises operations, contractual liability, personal injury, and products completed operations. The relevant policy(ies) shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insureds. Permittee shall use its best efforts to provide thirty (30) days' prior notice to the City of to the cancellation or material modification of any applicable insurance policy.

25. Prior to issuance of a wireless encroachment permit, the permittee shall file with the City, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or another form of security for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to the cost of physically removing the facility and all related facilities and equipment on the site, based on the higher of two contractor's quotes for removal that are provided by the permittee. The permittee shall reimburse the city for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the City Council. Reimbursement shall be paid when the security is posted and during each administrative review.

26. Permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the City shall be moved to accommodate a permitted activity or encroachment, unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the Permittee pays all costs and expenses related to the relocation of the City's structure, improvement, or property. Prior to commencement of any work pursuant to a WRP, the permittee shall provide the City with documentation establishing to the city's satisfaction that the permittee has the legal right to use or interfere with any other

structure, improvement, or property within the public right-of-way or City utility easement to be affected by permittee's facilities.

27. The permission granted by a WRP shall not in any event constitute an easement on or an encumbrance against the ROW. No right, title, or interest (including franchise interest) in the ROW, or any part thereof, shall vest or accrue in permittee by reason of a WRP or the issuance of any other permit or exercise of any privilege given thereby.

28. No possessory interest is created by a WRP. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, permittee acknowledges that City has given to permittee notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to a WRP may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interact taxes or other taxes, fees, and assessments levied against permittee’s right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this WRP.

29. If not already completed, permittee shall enter into the appropriate agreement with the City, as determined by the City, prior to constructing, attaching, or operating a facility on municipal infrastructure. This permit is not a substitute for such agreement.

30. For all facilities located within the ROW, the permittee shall remove or relocate, at its expense and without expense to the City, any or all of its facilities when such removal or relocation is deemed necessary by the City by reason of any change of grade, alignment, or width of any right-of-way, for installation of services, water pipes, drains, storm drains, power or signal lines, traffic control devices, right-of-way improvements, or for any other construction, repair, or improvement to the right-of-way.

31. If a facility is not operated for a continuous period of three (3) months, the WRP and any other permit or approval therefore shall be deemed abandoned and terminated automatically, unless before the end of the three (3) month period (i) the Director has determined that the facility has resumed operations, or (ii) the City has received an application to transfer the permit to another service provider. No later than ninety (90) days from the date the facility is determined to have ceased operation or the permittee has notified the Director of its intent to vacate the site, the permittee shall remove all equipment

and improvements associated with the use and shall restore the site to its original condition to the satisfaction of the Director. The permittee shall provide written verification of the removal of the facilities within thirty (30) days of the date the removal is completed. If the facility is not removed within thirty (30) days after the permit has been discontinued pursuant to this subsection, the site shall be deemed to be a nuisance, and the City may cause the facility to be removed at permittee's expense or by calling any bond or other financial assurance to pay for removal. If there are two (2) or more users of a single facility or support structure, then this provision shall apply to the specific elements or parts thereof that were abandoned but will not be effective for the entirety thereof until all users cease use thereof.

32. In the event the City determines that it is necessary to take legal action to enforce any of these conditions, or to revoke a permit, and such legal action is taken, the permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with permittee to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.

Construction

33. Installation hours shall be limited to Monday through Friday from 7:00 a.m. to 7:00 p.m. and Saturdays from 8:00 a.m. to 5:00 p.m. No installation activities shall be permitted on Sundays and City-designated holidays. The restricted work hours described in this condition do not apply to emergency maintenance necessary to protect health or property. The City of Malibu may issue a Stop Work Order if permittee violates this condition. Construction activities shall be conducted in compliance with, and abide by, all applicable safety codes.

Site Specific Conditions

34. In the event that the electric service provider does not currently offer an alternative metering option, the permittee shall remove the above-grade electric meter when such option becomes available. Prior to removing the above-grade electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.

35. The permittee acknowledges that the City specifically includes conditions of approval related to (a) painting, coloring or finishing the equipment to match the pole; (b) undergrounding all equipment to the extent possible; and (c) installing equipment within shrouds, conduits and risers as concealment elements engineered and designed to integrate the wireless facility with the surrounding built and natural environment. Any future modifications to the permittee's wireless facility must maintain or improve all concealment elements.

36. Before the permittee submits any applications for construction, encroachment, excavation or other required permits in connection with this permit, the permittee must incorporate a true and correct copy of this permit, all conditions associated with this permit and any approved photo simulations into the project plans (collectively, the "Approved Plans"). The permittee must construct, install and operate the wireless facility in substantial compliance with the Approved Plans as determined by the Director or the Director's designee. Any substantial or material alterations, modifications or other changes to the Approved Plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the wireless facility, must be submitted in a written request subject to the Director's prior review and approval, who may refer the request to the original approval authority if the Director finds that the requested alteration, modification or other change substantially deviates from the Approved Plans or implicates a significant or substantial land-use concern.

37. The permittee shall install and at all times maintain in good condition a "Network Operations Center Information" and "RF Caution" sign on the utility pole no less than three (3) feet below the antenna (measured from the top of the sign) and no less than nine (9) feet above the ground line (measured from the bottom of the sign). Signs required under this condition shall be installed so that a person can clearly see the sign as he or she approaches within three (3) feet of the antenna structure. If any person on or within the public ROW is or may be exposed to emissions that exceed applicable FCC uncontrolled/general population limits at any time the sign shall expressly so state and provide instructions on how persons can avoid any such exposure. The sign shall also include the name(s) of the facility owner(s), equipment owner(s) and operator(s)/carrier(s) of the antenna(s), property owner name, as well as emergency phone number(s) for all such parties. The sign shall not be lighted, unless applicable law, rule or regulation requires lighting. No signs or advertising devices other than required certification, warning,

required seals or signage, other signage required by law, this Chapter, any City or applicable state code or the Los Angeles County Fire Department Chief or his or her designee shall be permitted. The sign shall be no larger than two (2) square feet.

38. The permittee shall ensure that all signage complies with FCC Office of Engineering and Technology Bulletin 65, CPUC General Order 95 or American National Standards Institute C95.2 for color, symbol, and content conventions. All such signage shall at all times provide a working local or toll-free telephone number to its network operations center, and such telephone number shall be able to reach a live person who can exert transmitter power-down control over this site as required by the FCC.

39. In the event that the FCC changes any of radio frequency signage requirements that are applicable to the project site approved herein or ANSI Z535.1, ANSI Z535.2, and ANSI C95.2 standards that are applicable to the project site approved herein are changed, the permittee, within 30 days of each such change, at its own cost and expense, shall replace the signage at the project site to comply with the current standards.

40. The permittee shall maintain the paint, color and finish of the facility in good condition at all times.

41. All improvements, including foundations, and appurtenant ground wires, shall be removed from the property and the site restored to its original pre-installation conditions within 90 days of cessation of operation or abandonment of the facility.

42. Build-Out Conditions.

    a. Permittee shall not commence any excavation, construction, installation or other work on the project site until and unless it demonstrates to the City Public Works Department that the project complies with all generally applicable laws, regulations, codes and other rules related to public health and safety, including without limitation all applicable provisions in California Public Utilities Commission General Order 95 and MMC Chapters 8.12, 8.24 and 15.08.

    b. To the extent that the pole owner requires greater or more restrictive standards than contained in California Public Utilities Commission General Order 95, those standards shall control.

43. Permittee shall at all times maintain compliance with all applicable federal, State and local laws, regulations, ordinances and other rules, including Americans with Disabilities Act (ADA) requirements.

44. The permittee shall cooperate with all inspections. The City and its designees reserves the right to support, repair, disable or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.

45. Permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address and email address for at least one natural person. All such contact information for responsible parties shall be provided to the Planning Department at the time of permit issuance and within one business day of permittee's receipt of City staff's written request.

46. Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification and removal of the facility.

47. The site and the facility must be maintained in a neat and clean manner and in accordance with all approved plans and conditions of approval.

48. Permittee shall promptly remove any graffiti on the wireless facility at permittee's sole expense within 48 hours after notice.

Prior to Operation

49. The applicant shall request a final Planning Department inspection immediately after the wireless facility has been installed and prior to the commencement of services and final electrical inspection by the City of Malibu Environmental Sustainability Department.

50. Within thirty (30) calendar days following the installation of any wireless facilities, the applicant shall provide to the Planning Department with a field report prepared by a qualified engineer verifying that the unit has been inspected, tested, and is operating in compliance with FCC standards. Specifically, the on-site post-installation radiofrequency (RF) emissions testing must demonstrate actual compliance with the FCC OET Bulletin 65 RF emissions safety guidelines for general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to

a distance where the RF emissions no longer exceed the uncontrolled/general population limit. Such report and documentation shall include the make and model (or other identifying information) of the unit tested, the date and time of the inspection, a certification that the unit is properly installed and working within applicable FCC limits, and a specific notation of the distance from the transmitter at which the emissions are equal to or less than the uncontrolled/general population limit.

51. The operation of the approved facility shall commence no later than one (1) month after the City completes its post-installation inspection of the facility, any issues with the facility are resolved, and the City receives the RF testing report required in the condition of approval above, or the wireless ROW permit will expire without further action by the City.

Fixed Conditions

52. Violation of any of the conditions of this approval shall be cause for revocation and termination of all rights thereunder.

Eligible Facilities Requests

In addition to all of the other conditions of approval placed on a WRP, all permits for an eligible facilities request under MMC Chapter 12.02 shall be subject to the following additional conditions, unless modified by the approving authority:

53. Any permit granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit.

54. The City's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the City's grant or grant by operation of law of a eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.

55. The City's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.

Small Cell Facilities

In addition to the other conditions of approval placed on a WRP, all permits for a small cell facility under MMC Chapter 12.02 shall be subject to the following additional condition, unless modified by the approving authority:

56. The City's grant of a permit for a small cell facility request does not waive, and shall not be construed to waive, any standing by the city to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.

SECTION 11. Environmental Review.

This Resolution is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (CEQA) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Resolution does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Moreover, when and if an application for installation is submitted, the City will at that time conduct preliminary review of the application in accordance with CEQA. Alternatively, even if the Resolution is a "project" within the meaning of State CEQA Guidelines section 15378, the Resolution is exempt from CEQA on multiple grounds. First, the Resolution is exempt CEQA because the City Council's adoption of the Resolution is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3)). That is, approval of the Resolution will not result in the actual installation of any facilities in the City. In order to install a facility in accordance with this Resolution, the wireless provider would have to submit an application for installation of the wireless facility. At that time, the City will have specific and definite information regarding the facility to review in accordance with CEQA. And, in fact, the City will conduct preliminary review under CEQA at that time. Second, the Resolution is categorically exempt under CEQA Guidelines §§ 15307 and 15308 as an action taken by a regulatory agency, as authorized by local ordinance (MMC Chapter 12.02), to assure the protection of natural resources and the environment. The Resolution strengthens the City's location and design standards for new wireless facilities. It does not weaken any existing standard and does not authorize any construction or development. The City's wireless permitting process involves procedures for protection of the environment, including discretionary review of each application and coastal development permit review under the certified Local Coastal Program where applicable. None of the exceptions in CEQA Guidelines §15300.2 applies.

Moreover, in the event that the Resolution is interpreted so as to permit installation of wireless facilities on a particular site, the installation would be exempt from CEQA review in accordance with either State CEQA Guidelines section 15302 (replacement or reconstruction), State CEQA Guidelines section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines section 15304 (minor alterations to land).

SECTION 12. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 13. 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 ~~9~~ 13th day of July 2026 ~~December 2020~~.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

RESOLUTION NO. 26-54 ~~21-17~~

A RESOLUTION OF THE CITY OF MALIBU AMENDING AND REPLACING RESOLUTION NO. 21-17 (WIRELESS FACILITIES ON LAND OTHER THAN THE PUBLIC RIGHT-OF-WAY) TO RESTRICT NEW WIRELESS FACILITIES IN RESIDENTIAL AREAS AND DEFINE "RESIDENTIAL AREAS" ~~ADOPTING ENGINEERING, DESIGN AND LOCATION STANDARDS, CONDITIONS OF APPROVAL AND BASIC APPLICATION REQUIREMENTS FOR WIRELESS COMMUNICATIONS FACILITIES ON LAND OTHER THAN PUBLIC RIGHT-OF-WAY~~; AND FINDING THAT THIS RESOLUTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND, IN THE ALTERNATIVE, IS EXEMPT FROM CEQA ~~THE SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT~~

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

SECTION 1. Recitals

A. Malibu Municipal Code (MMC) Chapter 17.46 governs the permitting, installation, and regulation of wireless communications facilities in the City, other than those in the public right-of-way, which are subject to MMC Chapter 12.02.

B. Section 17.46.060(D) provides that "[a]ll applicants shall engineer, design and locate the wireless communications facilities in accordance with the standards and wireless regulations set forth separately though the resolution adopted by the City Council."

C. Being authorized to do so, the City wishes to establish engineering, design and development standards applicable to wireless installations.

D. The City also wishes to set standard conditions of approval and basic application requirements applicable to wireless permits.

E. On April 12, 2021 the City Council conducted a duly noticed public hearing and received testimony from City staff and all interested parties regarding the standards, conditions and requirements.

F. On July 13, 2026 the City Council held a duly noticed meeting and received testimony from City staff and all interested parties regarding the residential restriction.

SECTION 2. Purpose. The purpose of this document is to (1) establish design and location standards (Standards) for wireless communications facilities on land other than public right-of-way; (2) set standard conditions of approval for Wireless Permits (WPs); and (3) set basic application requirements for WPs.

SECTION 3. Definitions.

For the purposes of these Standards, the definitions set forth in Malibu Municipal Code (MMC) Section 17.46.040 are incorporated by reference into this Resolution and in addition the following definitions apply:

A. "Park" A parcel, parcels of land or a portion of a parcel intended for active public recreation uses. Parks may include sports fields, playgrounds community buildings and unique or specialized activity areas. Land dedicated for open space and trails are not considered parks for the purposes of this Chapter.

B. "Playground" A portion of land used for and equipped with public facilities for recreation specially by children. A playground includes the sand or rubberized floor around the apparatus.

C. "Pole-mounted facility" means a wireless communications facility that is, or is proposed to be, attached to or contained in a pole.

D. "Residential areas" means any parcel zoned RR, SF, MF, MFBF, or MH, or a Planned Development parcel whose principal use is residential, under MMC Chapter 17.06.

~~D~~E. "School" any building, campus or sports field which is designed, constructed or used for education, instruction or school sports, whether public or private, in any branch of knowledge.

~~E~~F. "Stealth facility" (or "stealth facilities") means a wireless communications facility designed to look like something other than a wireless tower or base station.

SECTION 4. General Standards for all Facilities.

The following general requirements apply at all times to all wireless communications facilities located in all zoning districts:

A. All wireless communications facilities shall be engineered and designed to minimize the visual impact by means of placement, screening, camouflaging, painting and texturing and to be compatible with existing architectural elements, building materials and other site characteristics. The applicant shall use the smallest and least visible antenna possible to accomplish the facility's objectives. All antennas and support structures shall be painted and/or textured to achieve architectural compatibility with the structures for which they are attached and/or located.

B. Each facility must comply with any and all applicable provisions of the Malibu Municipal Code, including but not limited to provisions of the California Building Code, California Electric Code, California

Plumbing Code, California Mechanical Code, and California Fire Code, and any conditions of approval imposed as part of the approval process.

C. Each facility must comply with any and all applicable regulations and standards promulgated or imposed by any state or federal agency, including, but not limited to, the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA). Further, all wireless communications facilities, associated equipment and services shall comply with Americans with Disabilities Act (ADA) requirements.

D. Fire and Electrical Safety Standards. All wireless communications facilities shall contain:

1. Surge protection for lightning discharge or other significant electrical disturbances; and

2. Signage as required by the permit conditions, the National Electric Code or the Los Angeles County Fire Department Chief or their designee.

E. The facility must at all times comply with all applicable health requirements and standards pertaining to radio frequency emissions.

F. All antennas shall meet the minimum siting distances to habitable structures required for compliance with FCC regulations and standards governing the environmental effects of radio frequency emissions.

G. Noise. Wireless communications facilities and equipment must comply with the City's noise ordinance in MMC Chapter 8.24, or any successor provisions, and be designed to prevent noise and sound from being plainly audible at a distance of fifty (50) feet from the facility or within ten (10) feet of any residence.

H. Signs. No facility may display any signage or advertisement unless it is expressly allowed by this paragraph, necessary for stealth concealment purposes, or required by law or a permit condition. Every facility shall at all times display signage that accurately identifies the facility owner and provides the owner's unique site number and a local or toll-free telephone number to contact the facility owner's operations center.

I. Landscaping. Where appropriate, facilities shall be installed so as to maintain and enhance existing landscaping on the site, including trees, foliage and shrubs, whether or not utilized for screening. In addition to any landscaping used for concealment or screening purposes, the applicant shall replace any existing landscaping displaced during construction or installation of the applicant's facility. The applicant's landscaping plan shall

be subject to the City's review and approval but shall, at a minimum, match the existing landscaping and foliage surrounding the installation site consistent with MMC Section 17.53.090. The permittee shall ensure that any vegetation allowed to remain in place under the Fire Code, including vegetation provided for screening, is properly maintained and watered.

J. All electrical support equipment located within cabinets, shelters, or similar structures shall be screened from public view. Roof-mounted electrical support equipment shall be discouraged. Ground-mounted electrical support equipment shall be encouraged. In addition, under grounding of support equipment is required wherever practicable.

K. All antennas shall be located such that any person walking adjacent to the transmitting surface of the antenna will be walking on a grade that is a minimum of eight and one-half feet below the transmitting surface.

L. Lighting of antenna structures and their electrical support equipment is prohibited, except as required by any order or regulation of the FCC or the FAA and except for manually operated emergency lights for use when official operating personnel are on site.

M. A backup power supply must be required for all new wireless communications facilities to the extent allowed by law and in compliance with California Fire Code 1206.2.2.

SECTION 5. Location Standards for All Facilities.

The location standards for all wireless communications facilities, other than those that qualify as eligible facilities requests, are as follows:

A. No wireless telecommunication facility shall be located within five hundred (500) feet of any school, playground, or park unless a finding is made, based on technical evidence acceptable to the reviewing authority showing a clear need for the facility and that no technically feasible alternative site exists. Except for facilities installed on the same pole or tower as an existing wireless telecommunication facility, wireless telecommunication facilities located within any residential zone district shall not be located within one thousand (1,000) feet of any other wireless communications facility, except from those facilities placed on utility poles along Pacific Coast Highway, unless a waiver is granted.

B. All new freestanding wireless communications facilities and monopoles shall be set back a minimum distance of at least one hundred and twenty (120) percent of the height of the facility or monopole from any property line abutting a residentially zoned property. This minimum setback is not subject to the waivers allowed under Section 7 of this Resolution.

C. Location preference for wireless communications facilities should be given to the following:

1. Property designated non-residential (except for public open space and recreational vehicle park zoning districts), unless otherwise prohibited pursuant to this title.

2. Facilities attached or sited adjacent to existing structures. Whenever possible, facilities shall be located on and/or inside existing structures. Appropriate types of existing structures may include, but are not limited to: buildings, water tanks, telephone poles and utility towers and poles, sign standards, light standards and roadway overpasses.

3. Sites with minimum separation. Sites that are more than five hundred (500) feet from school, playgrounds, and parks.

4. Sites that are not highly visible from adjacent roadways.

5. Unless otherwise indicated in MMC Chapter 17.46 or these Standards, no wireless facility shall be installed on an exposed ridgeline unless the facility blends with the surrounding existing natural and man-made environment and a finding is made that no other location is technically feasible.

6. The City expressly designates ~~residential,~~ public open space and recreational vehicle park zoning districts, parks and schools as the least appropriate possible locations, and the absolute last choices for siting.

D. Disallowed Locations. The City expressly designates residential areas, as defined in Section 3, as disallowed locations for new wireless facilities.

SECTION 6. Engineering and Design Standards for all Facilities.

The general design standards for wireless communications facilities subject to MMC Chapter 17.46 are as follows:

A. Basic Requirements. The proposed wireless facility and its supporting structure (if needed) shall be limited to the minimum size necessary to serve the defined service objectives of the wireless service provider or providers that will be using the facility, except where a larger facility has superior concealment elements.

B. Materials. The materials used shall be non-reflective and non-flammable.

C. Cabinet doors and other openings must be designed to stay securely closed, and openings in all facilities shall be shielded or made the smallest size feasible to protect against fire and wind-blown embers.

D. The tower, or other support structure, and all equipment shall be designed to withstand forces from seismic events. To that end, all wireless facility sites must be built to the applicable standards of Hardening Requirements including but not limited to APCO ANSI 2.106.1–2019, or their replacements. The telecommunications tower, pole or structure when fully loaded with antennas, transmitters, and other equipment and camouflaging shall be designed as determined by the Building Official. All equipment mounting racks and equipment used shall be anchored in such a manner that such a quake will not tip them over, throw the equipment off its shelves, or otherwise act to damage it.

E. All connections between various components of the facility, power lines, and conduit shall be designed in a manner to protect against damage by a natural disaster, a vehicular accident, an act of vandalism or similar external forces.

F. Stealth. The wireless facility shall be stealth. Stealth elements and techniques should be used to blend the facility with surrounding materials and colors of the support structure and make the facility appear to be something other than a wireless facility. Stealth elements include, but are not limited to, the following:

1. Radio frequency (RF) transparent screening or shrouds;

2. Matching the color of the existing support structure by painting, coating, or otherwise coloring the wireless facility, equipment, mounting brackets, and cabling;

3. Placing cables and wires inside the pole or beneath conduit of the smallest size possible;

4. Minimizing the size of the site;

5. Installing new infrastructure that matches existing infrastructure in the area surrounding the proposed site; and

6. Using paint of durable quality.

7. Built with weather-resistant materials while permitting weathered treatment for aesthetic reasons and to avoid reflective material.

G. Minimum Height. All antennas shall be located such that: (1) any person walking adjacent to the transmitting surface of the antenna will be walking

on a grade that is a minimum of eight and one-half feet below the transmitting surface; and (2) no person at ground level will be exposed to an exposure level that is higher than allowed by the FCC's general population exposure rules.

H. Facade-Mounted Equipment. Facade-mounted antennas and equipment shall be architecturally integrated into the building, or other support structure, design and otherwise made as unobtrusive as possible so that the facility does not appear to be a wireless facility. Antennas and equipment should be located entirely within an existing or newly created architectural feature so as to be completely screened from view. Facade-mounted facilities shall generally not extend more than eighteen (18) inches out from and may not project above the building face. Façade-mounted wireless telecommunication facilities shall not exceed twenty-eight (28) feet in height above the ground. However, antenna elements, mounted flush on the facade of an existing structure that exceeds twenty-eight (28) feet, may have a height equal to the height of the building.

I. Ground-Mounted Equipment. Outdoor ground-mounted equipment associated with base stations shall be avoided whenever feasible. In locations visible or accessible to the public, applicants shall conceal outdoor ground-mounted equipment, including ancillary power generation equipment, with opaque fences or landscape features that mimic the adjacent structure(s) (including, but not limited to, dumpster corrals and other accessory structures) and by painting, texturing, or otherwise concealing the facility as much as possible. Ground-mounted wireless communications facilities shall be located near existing structures or trees at similar heights for screening purposes where feasible. Not more than one ground-mounted antenna, provided that licensed amateur radio station antennas consistent with MMC 17.46.020(B)(2), shall also be permitted on each site.

J. Roof-Mounted Facilities. Roof-mounted antennas and necessary equipment shall be screened from above if visible from higher elevations. Rooftop-mounted wireless telecommunication facilities shall not exceed twenty-eight (28) feet in height or three (3) feet above the roof parapet from which they are attached, whichever is less restrictive. Associated roof-mounted equipment cabinets shall not extend more than three (3) feet above the roof from which it is attached and shall be set back a minimum of ten (10) feet from the edge of the roof. All roof-mounted equipment cabinets shall be located behind a mechanical screen wall. In the event that a roof parapet wall screens the equipment cabinets, a mechanical screen wall will not be required.

K. Freestanding Facilities. Freestanding facilities requiring a new monopole or other new support structure shall be stealth facilities. Further, they shall be

located as close as possible to existing above-ground utilities, such as electrical towers or utility poles (which are not scheduled for removal or under grounding for at least 18 months after the date of application), light poles, trees of comparable heights, and in areas where they will not detract from the appearance of the City.

1. Freestanding wireless telecommunication facilities, including monopoles, shall not exceed twenty-eight (28) feet in height and shall not extend higher than the top of the ridgeline nearest the antenna. The height of a freestanding facility shall be measured from the natural undisturbed ground surface below the center of the base of the tower itself to the tip of the highest antenna or piece of equipment attached thereto.

2. Aside from the antenna itself, no additional equipment may be visible. All cables, including, but not limited to, electrical and utility cables, shall be run within the interior of the freestanding facility and shall be camouflaged or hidden to the fullest extent feasible without jeopardizing the physical integrity of the facility.

3. Monopole installations shall be situated so as to utilize existing natural or man-made features including topography, vegetation, buildings, or other structures to provide the greatest amount of visual screening.

4. All antenna components and accessory wireless equipment shall be treated with exterior coatings of a color and texture to match the predominant visual background or existing architectural elements so as to visually blend in with the surrounding development. Subdued colors and non-reflective materials that blend with surrounding materials and colors shall be used.

5. Monopoles shall be no greater in diameter or other cross-sectional dimensions than is necessary for the proper functioning of the facility.

L. All wireless telecommunication facilities shall be designed to prevent unauthorized climbing and graffiti.

M. Fire Safety Standards. All wireless facilities designs shall include:

1. a power shut off, such as by means of rapid entry Knox or similar type systems shall be installed;

2. surge protection devices capable of mitigating a direct or partial direct lightning discharge; and

3. surge protection devices capable of mitigating significant electrical disturbances that may enter the facility via conductive cables.

N. Satellite dish or parabolic antennas shall be situated as close to the ground as possible to reduce visual impact without compromising their function.

O. Support equipment pads, cabinets, shelters and buildings require architectural, landscape, color, fencing, or other camouflage treatment to minimize visual impacts to the extent deemed necessary by the Planning Director. Landscaping screening should also be provided if irrigation water is available.

P. No freestanding facility or ancillary support equipment may be located between the face of a building and a public street, bikeway, park or residence.

SECTION 7. Waivers of These Standards.

A. A waiver of one or more of these Standards may be granted in the following circumstances:

1. Pursuant to MMC Section 17.46.060(D), if an applicant demonstrates to the Planning Commission through clear and convincing evidence that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations;

2. If an applicant demonstrates to the Planning Commission through clear and convincing evidence set forth in a feasibility study that compliance with a requirement of these Standards would be technically infeasible and the proposed wireless facility complies with the requirements of these Standards to the greatest extent technically feasible. For example, an exception to a requirement to conceal antennas in a shroud may be granted if shrouding is shown to be technically infeasible and an alternative concealment such as a colored film wrap is proposed; or

3. If an applicant demonstrates to the Planning Commission with clear and convincing evidence that the particular engineering, design or location proposed involves an alternative that better meets the purposes of Chapter 17.46 and only minor non-compliance with a requirement of these design Standards and results in no increase in public visual impact to the community or provides other benefits. For example, an exception to the wireless facility location limitations may be granted when the applicant can demonstrate that

the placement is less visible from viewsheds of residences or shielded by vegetation or existing infrastructure (such as barriers), or is less physically intrusive (for example, less impactful to tree roots or reduces noise). Among other factors, in deciding whether or not to grant an exception, the Planning Commission may consider the impact of expansions to the facility that the applicant would be entitled to make as of right if granted.

B. Waivers may only be requested at the time an application is initially submitted for a discretionary permit. The request must include both the specific provision(s) from which waiver is sought and the basis of the request, including all supporting evidence on which the applicant relies. Any request for waiver after the City has deemed an application complete constitutes a material change to the proposed wireless facility and shall be considered a new application. A request for waiver from one or more requirements does not relieve the applicant from compliance with all other applicable provisions of law or of MMC Section 17.46.060.

SECTION 8. Standard Conditions of Approval for Permits Under MMC Chapter 17.46.

A. **Generally.** In addition to any supplemental conditions imposed by the Planning Director or Planning Commission, as the case may be, all development permits or conditional use permits granted for wireless communications facilities subject to this Chapter 17.46 shall be subject to the following conditions, unless modified by the approving authority:

1. The permittee shall defend, indemnify, and hold harmless the city or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the city, its boards, commission, agents, officers, or employees to attack, set aside, void, or annul, the approval of the project, or to hold the City liable in whole or in part as a result of the engineering, design, construction or operation of the facility. The City shall promptly notify the provider(s) of any such claim, action or proceeding if the city bears its own attorney's fees and costs, and the city defends the action in good faith.

2. The permittee shall be strictly liable for interference caused by its facilities with city communications systems. The permittee shall be responsible for costs for determining the source of the interference, all costs associated with eliminating the interference (including but not limited to filtering, installing cavities, installing directional antennas, powering down systems, and engineering analysis), and all costs arising from third party claims against the city attributable to the interference.

3. Subsequent submittals for this project shall be in substantial compliance with the plans date-stamped received by the Planning Department on _____. The project shall comply with all conditions of approval stipulated in the referral sheets attached to the agenda report for this project. In the event the project plans conflict with any condition of approval, the condition shall take precedence and revised plans shall be submitted and approved by the Planning Director prior to the Environmental Sustainability Department for plan check.

4. The permit and rights conferred in this approval shall not be effective until the permittee signs, notarizes and returns the Acceptance of Conditions Affidavit accepting the conditions set forth herein. The applicant shall file this form with the Planning Department within 30 days of this decision or prior to issuance of any development, conditional use, building, electrical or encroachment permit.

5. The applicant shall digitally submit a complete set of plans, including the items required in Condition No. 6 to the Planning Department for consistency review and approval prior to plan check and again prior to the issuance of any building or development permits.

6. The Notice of Decision (including the signed and notarized Acceptance of Conditions Affidavit) shall be copied in its entirety and placed directly onto a separate plan sheet(s) to be included in the development plans prior to submitting any development permits from the City of Malibu Environmental Sustainability Department and encroachment permit.

7. A development permit or conditional use permit, as applicable, shall be valid for a period of ten (10) years from issuance, unless pursuant to another provision of the Code or these conditions, it expires sooner or is terminated. At the end of ten (10) years from the date of issuance, such development or conditional use permit shall automatically expire, unless an extension or renewal has been granted. A person holding a development permit or conditional use permit must either (1) remove the facility within thirty (30) days following the permit's expiration (provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure need not be removed, but must be restored to its prior condition, except as specifically permitted by the City); or (2) prior to expiration, submit an application to renew the permit, which application must, among all other requirements, demonstrate that the impact of the wireless facility cannot be

reduced. The wireless facility must remain in place until it is acted upon by the City and all appeals from the City's decision exhausted.

8. The installation and construction authorized by a permit shall be completed within three (3) years after its approval, or it will expire without further action by the City unless prior to the three (3) years the applicant submit an extension request and the City, in its sole discretion, grants a time extension for due cause. The installation and construction authorized by a permit shall conclude, including any necessary post-installation repairs and/or restoration to the property, within thirty (30) days following the day construction commenced. The permittee must provide written notice to City within ten (10) days after completing construction, and may not begin operations until all City and Fire Department (if applicable) inspections have been completed and the project is found to be consistent with the permit. The expiration date shall be suspended until an appeal and/or litigation regarding the subject permit is resolved.

9. The Planning Director may grant up to four one-year extensions of the timeline, in Condition 7 above, for completing the installation and construction authorized by a development or condition use permit, if the Planning Director finds that the conditions, including but not limited to changes in the wireless ordinance under which the permit approval was issued, have not significantly changed.

10. Any questions of intent or interpretation of any condition of approval will be resolved by the Planning Director upon written request of such interpretation.

11. All structures shall conform to the requirements of the Environmental Sustainability Department, City Public Works Department, FCC and Los Angeles County Fire Department requirements, as applicable. Notwithstanding this review, all required permits, including but not limited to an encroachment permit from the City, shall be secured.

12. Minor changes to the approved plans or the conditions of approval may be approved by the Planning Director, provided such changes achieve substantially the same results and the project is still in compliance with the MMC. An application with all required materials and fees shall be required.

Cultural Resources

13. In the event that potentially important cultural resources are found in the course of geologic testing, work shall immediately cease until a qualified archaeologist can provide an evaluation of the nature and significance of the resources and until the Planning Director can review this information. Where, as a result of this evaluation, the Planning Director determines that the project may have an adverse impact on cultural resources, a Phase II Evaluation of cultural resources shall be required pursuant to MMC Section 17.54.040(D)(4)(b).

14. If human bone is discovered, the procedures described in Section 7050.5 of the California Health and Safety Code shall be followed. These procedures require notification of the coroner. If the coroner determines that the remains are those of a Native American, the applicant shall notify the Native American Heritage Commission by phone within 24 hours. Following notification of the Native American Heritage Commission, the procedures described in Section 5097.94 and Section 5097.98 of the California Public Resources Code shall be followed.

Wireless Facility Conditions

15. All antennas shall meet the minimum siting distances to public/uncontrolled areas required for compliance with the FCC regulations and standards governing the environmental effects of radio frequency emissions. Permittee shall keep up-to-date on current information from the FCC in regards to maximum permissible radio frequency exposure levels. In the event that the FCC changes its guidelines for human exposure to radio frequency, permittee shall, within 30 days after any such change, submit to the Planning Director a report prepared by a qualified engineer that demonstrates actual compliance with such changed guidelines. The Director may, at permittee's sole cost, retain an independent consultant to evaluate the compliance report and any potential modifications to the permit necessary to conform to the FCC's guidelines. Failure to submit the compliance report required under this condition, or failure to maintain compliance with the FCC's guidelines for human exposure to radio frequency at all times shall constitute grounds for permit revocation.

16. All antennas shall be located so that any person walking adjacent to the transmitting surface of the antenna will be walking on a grade, which is a minimum of eight and one-half feet below the transmitting surface.

17. All antennas, equipment, and support structures shall be engineered and designed to prevent unauthorized climbing.

18. The wireless facility shall be erected, operated, and maintained in compliance with the general requirements set forth in the Standards and any specific requirements in the permit.

19. The antenna and electrical support equipment shall, at all times, be operated in a manner that conforms to the applicable health and safety standards, including those imposed by MMC Chapter 17.46 and this Resolution.

20. Wireless communications facilities and equipment must comply with the City's noise ordinance in MMC 8.24, or any successor provisions, and prevent noise and sound from being plainly audible at a distance of fifty (50) feet from the facility or within ten (10) feet of any residence.

21. The Planning Director's approval is required if a generator is to be placed onsite for temporary or permanent use.

22. All non-ground-mounted equipment associated with the application shall be located no lower than eight feet above grade or ground level on the monopole or support structure.

23. The City or its designee may enter onto the facility area to inspect the facility upon 48 hours prior notice to the permittee. The permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property. The City shall make an effort to contact the permittee prior to disabling or removing any facility elements, but in any case, shall notify permittee within 24 hours of doing so.

24. Testing of any equipment shall take place on weekdays only, and only between the hours of 8:30 a.m. and 4:30 p.m., except that testing is prohibited on holidays that fall on a weekday. In addition, testing is prohibited on weekend days.

25. Permittee shall obtain and maintain throughout the term of the permit commercial general liability insurance with a limit of five million dollars ($5,000,000) per occurrence for bodily injury and property damage and six million dollars ($6,000,000) general aggregate including premises operations, contractual liability,

personal injury, and products completed operations. The relevant policy(ies) shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insureds. A true and correct copy of the policy of insurance shall constitute proof of insurance required by this Subsection. Permittee shall use its best efforts to provide thirty (30) days' prior notice to the City of to the cancellation or material modification of any applicable insurance policy. Failure to maintain insurance consistent with this Condition shall automatically void the permit, and the permittee shall immediately deenergize and remove the facility from operation. The policy shall not have a pollution or other exclusion which excludes injuries or damages from EMF/RF exposures.

26. Prior to issuance of a City permit or encroachment permit, the permittee shall file with the City, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or another form of security for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to the cost of physically removing the facility and all related facilities and equipment on the site, based on the higher of two contractor's quotes for removal that are provided by the permittee. The permittee shall reimburse the city for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the City Council. Reimbursement shall be paid when the security is posted and during each administrative review.

27. Permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the City shall be moved to accommodate a permitted activity or encroachment, unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the Permittee pays all costs and expenses related to the relocation of the City's structure, improvement, or property. Prior to commencement of any work pursuant to any permit, the permittee shall provide the City with documentation establishing to the city's satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement, or property to be affected by permittee's facilities.

28. No possessory interest is created by a Wireless Permit. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, permittee acknowledges that City has given to permittee notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to a development or conditional use permit may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interact taxes or other taxes, fees, and assessments levied against permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this development or conditional use permit.

29. If not already completed, permittee shall enter into the appropriate agreement with the City, as determined by the City, prior to constructing, attaching, or operating a facility on municipal infrastructure. This permit is not a substitute for such agreement.

30. If a facility is not operated for a continuous period of three (3) months, the Wireless Permit and any other permit or approval therefor shall be deemed abandoned and terminated automatically, unless before the end of the three (3) month period (i) the Director has determined that the facility has resumed operations, or (ii) the City has received an application to transfer the permit to another service provider. No later than ninety (90) days from the date the facility is determined to have ceased operation, or the permittee has notified the Director of its intent to vacate the site, the permittee shall remove all equipment and improvements associated with the use and shall restore the site to its original condition to the satisfaction of the Director. The permittee shall provide written verification of the removal of the facilities within thirty (30) days of the date the removal is completed. If the facility is not removed within thirty (30) days after the permit has been discontinued pursuant to this subsection, the site shall be deemed to be a nuisance, and the City may cause the facility to be removed at permittee's expense or by calling any bond or other financial assurance to pay for removal. If there are two (2) or more users of a single facility or support structure, then this provision shall apply to the specific elements or parts thereof that were abandoned but will not be effective for the entirety thereof until all users cease use thereof.

31. In the event the City determines that it is necessary to take legal action to enforce any of these conditions, or to revoke a permit, and

such legal action is taken, the permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City otherwise agrees, in its complete discretion, to waive said fees or any part thereof.

32. Interference with city communications systems and other governmental emergency systems is prohibited. Further, no permits issued pursuant to this chapter of the City Code establish any guarantee or warranty that Licensee's facility will be free from interference from city or third-party communication systems.

Construction

33. Installation hours shall be limited to Monday through Friday from 7:00 a.m. to 7:00 p.m. and Saturdays from 8:00 a.m. to 5:00 p.m. No installation activities shall be permitted on Sundays and City-designated holidays. The restricted work hours described in this condition do not apply to emergency maintenance necessary to protect health or property. The City of Malibu may issue a Stop Work Order if permittee violates this condition. Construction activities shall be conducted in compliance with, and abide by, all applicable safety codes and permit conditions.

34. All sites must be designed and build to the standards of ANSI/APCO Public Safety Grade Site Hardening Requirements, also referred to as "APCO ANSI 2.106.1-2019".

Site Specific Conditions

35. In the event that the electric service provider does not currently offer an alternative metering option, the permittee shall remove the above-grade electric meter when such option becomes available. Prior to removing the above-grade electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.

36. The permittee acknowledges that the City specifically includes conditions of approval related to (a) painting, coloring or finishing the equipment to match the monopole or support structure; (b) undergrounding all equipment to the extent possible; (c) installing equipment within shrouds, conduits and risers as concealment elements engineered and designed to integrate the wireless facility

with the surrounding built and natural environment; and (d) specific structural, seismic, electrical, fire and operating/maintenance requirements. Any future modifications to the permittee's wireless facility must maintain or improve all concealment elements and safety precautions.

37. Before the permittee submits any applications for construction, encroachment, excavation or other required permits in connection with this permit, the permittee must incorporate a true and correct copy of this permit, all conditions associated with this permit and any approved photo simulations into the project plans (collectively, the "Approved Plans"). The permittee must construct, install and operate the wireless facility in substantial compliance with the Approved Plans as determined by the Director or the Director's designee. Any substantial or material alterations, modifications or other changes to the Approved Plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the wireless facility, must be submitted in a written request subject to the Director's prior review and approval, who may refer the request to the original approval authority if the Director finds that the requested alteration, modification or other change substantially deviates from the Approved Plans or implicates a significant or substantial land-use concern.

38. The permittee shall install and at all times maintain in good condition a "Network Operations Center Information" and "RF Caution" sign on the utility pole no less than three (3) feet below the antenna (measured from the top of the sign) and no less than nine (9) feet above the ground line (measured from the bottom of the sign). Signs required under this condition shall be installed so that a person can clearly see the sign as he or she approaches within three (3) feet of the antenna structure. If any person on or within the property is or may be exposed to emissions that exceed applicable FCC uncontrolled/general population limits at any time the sign shall expressly so state, and provide instructions on how persons can avoid any such exposure. The sign shall also include the name(s) of the facility owner(s), equipment owner(s) and operator(s)/carrier(s) of the antenna(s), property owner name, as well as emergency phone number(s) for all such parties. The sign shall not be lighted, unless applicable law, rule or regulation requires lighting. No signs or advertising devices other than required certification, warning, required seals or signage, other signage required by law, this Chapter, any City or applicable state code or the Los Angeles County Fire Department Chief or his or her designee shall be permitted. The sign shall be no larger than two (2) square feet.

39. The permittee shall ensure that all signage complies with FCC Office of Engineering and Technology Bulletin 65, CPUC General Order 95 or American National Standards Institute C95.2 for color, symbol, and content conventions. All such signage shall at all times provide a working local or toll-free telephone number to its network operations center, and such telephone number shall be able to reach a live person who can exert transmitter power-down control over this site as required by the FCC.

40. In the event that the FCC changes any of radio frequency signage requirements that are applicable to the project site approved herein or ANSI Z535.1, ANSI Z535.2, and ANSI C95.2 standards that are applicable to the project site approved herein are changed, the permittee, within 30 days of each such change, at its own cost and expense, shall replace the signage at the project site to comply with the current standards.

41. The permittee shall maintain the paint, color and finish of the facility in good condition at all times.

42. All improvements, including foundations, and appurtenant ground wires, shall be removed from the property and the site restored to its original pre-installation conditions within 90 days of cessation of operation or abandonment of the facility.

43. Build-Out Conditions.

    a. Permittee shall not commence any excavation, construction, installation or other work on the project site until and unless it demonstrates to the City Public Works Department that the project complies with these Conditions along with all applicable laws, regulations, codes and other rules related to public health and safety, including without limitation all applicable provisions in California Public Utilities Commission General Order 95 and MMC Chapters 8.12, 8.24 and 15.08.

    b. To the extent that a pole owner or any provision in the MMC or this resolution require greater or more restrictive standards than California Public Utilities Commission General Order 95, if applicable, those standards shall control.

44. Permittee shall at all times maintain compliance with all applicable federal, State and local laws, regulations, ordinances and other rules, including Americans with Disabilities Act (ADA) requirements.

45. The permittee shall cooperate with all inspections. The City and its designees reserve the right to support, repair, disable or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.

46. Permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address and email address for at least one natural person. All such contact information for responsible parties shall be provided to the Planning Department at the time of permit issuance and within one business day of permittee's receipt of City staff's written request.

47. Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification and removal of the facility.

48. The site and the facility must be maintained in a neat and clean manner and in accordance with all approved plans and conditions of approval.

49. Permittee shall promptly remove any graffiti on the wireless facility at permittee's sole expense within 48 hours after notice.

Prior to Operation

50. The applicant shall request a final Planning Department inspection and final building inspection by the City of Malibu Environmental Sustainability Department immediately after the wireless facility has been installed and prior to the commencement of services.

51. Within thirty (30) calendar days following the installation of any wireless communications facilities, the applicant shall provide to the Planning Department with a field report prepared by a qualified engineer verifying that the unit has been inspected, tested, and is operating in compliance with FCC standards. Specifically, the on-site post-installation radiofrequency (RF) emissions testing must demonstrate actual compliance with the FCC OET Bulletin 65 RF emissions safety guidelines for general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to a distance where the RF emissions no longer exceed the uncontrolled/general population limit. Such report and documentation shall include the make and model (or other identifying information) of the unit tested, the date and time of the

inspection, a certification that the unit is properly installed and working within applicable FCC limits, and a specific notation of the distance from the transmitter at which the emissions are equal to or less than the uncontrolled/general population limit.

52. The operation of the approved facility shall commence no later than one (1) month after the City completes its post-installation inspections of the facility, any issues with the facility are resolved, and the City receives the RF testing report required in the condition of approval above, or the development or conditional use permit will expire without further action by the City.

Fixed Conditions

53. Violation of any of the conditions of this approval shall be cause for revocation and termination of all rights thereunder.

Eligible Facilities Requests

All permits for an eligible facilities requests under MMC Chapter 17.46 shall be subject to the following conditions and all of the other conditions of approval placed on a Wireless Permit, unless modified by the approving authority:

54. Any permit granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit.

55. The City's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the City's grant or grant by operation of law of a eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.

56. The City's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.

Small Cell Facilities

In addition to the other conditions of approval placed on a Wireless Permit, all permits for a small cell facility under MMC Chapter 17.46 shall be subject to the following additional condition, unless modified by the approving authority:

57. The City's grant of a permit for a small cell facility request does not waive, and shall not be construed to waive, any standing by the city to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.

SECTION 9. Basic Application Requirements for Permits Under MMC Chapter 17.46.

A. Generally. In addition to providing all required fees, all wireless telecommunication facility carriers or providers shall provide the information required by a separate application form published, and updated from time to time, by the City. If no such form is available, then the applicant must submit all documents, information, and any other materials necessary to allow the City to make required findings and ensure that the proposed facility will comply with applicable laws and not endanger the public health, safety, or welfare. Such information may include:

1. Contact information for:
   a. Applicant and their representatives
   b. Owner of proposed wireless communications facility
   c. If different from facility owner, the identity of the person or entity responsible for operating the proposed wireless facility
   d. The property owner or owner of the structure on which the proposed wireless facility would be installed
   e. Names, addresses, telephone numbers, and email addresses of anyone acting on behalf of the applicant with regard to the application;
   f. The name, address and phone number of all persons that prepared or assisted in preparing the application and any required reports;
   g. The postal address, parcel number, or utility pole identifier of the property;
   h. The location of the schools, playgrounds and parks within 500 feet of the project site;
   i. Local contact person for emergencies
   j. Assessor's Parcel Number
2. Purpose of new wireless communications facility or amendment
3. Type of Application (Select all that apply)
   a. Eligible Facilities Request
   b. Small Cell – Collocation

c. Small Cell – New Structure
d. Collocation (Non-Small Cell)
e. All Other Wireless Communications Facilities
f. Permit Renewal
g. Waiver

4. Letter of authorization signed by the property owner authorizing the applicant to submit and process the application, including executed copies of any leases, letters of agency, or proof of ownership, of private property involved in the project.
5. Authorizations, and Licenses
6. Provide previous approvals, if applicable, and Certificate of Completion. Site inspection fees may apply if a final inspection was never requested
7. Identify all other required permits and approvals for the subject facility.
8. Electrical and Structural Safety Information. The following engineering documents prepared under the responsible charge of and sealed by a California licensed Professional Engineer must be included in the application:
    a. A short circuit and coordination study ("SCCS") calculated pursuant to the IEEE 551-2006: Recommended Practice for Calculating AC Short-Circuit Currents in Industrial and Commercial Power Systems or the latest version of that standard. The study must demonstrate the protection devices will ensure the equipment enclosure will not be breached. The SCCS must include analysis of Voltage Transient Surges due to contact of conductors of different voltages;
    b. A one-line diagram of the electrical system;
    c. Voltage Drop & Load Flow Study;
    d. Load Calculation;
    e. Panel Directories;
    f. A plot plan showing the location of the mounting structure including address, or structure designation, or GPS location on the front sheet;
    g. A plot plan showing the location of the service disconnecting means; and
    h. An elevation drawing of the equipment and the service disconnecting means.
9. Structural Safety Information. The structural/civil engineering documents prepared under the responsible charge of and sealed by a California licensed professional civil engineer.
    a. Photo simulations, from at least three different angles, showing the pole and streetscape before and after installation. In some cases, more than three different angles may be required;

b. The azimuth, size and center-line height location of all proposed and existing antenna(s) on the supporting structure;

c. The number, type and model of the antenna(s) that will be used with a copy of the specification sheet;

d. The make, model, type and manufacturer of any tower involved and a design plan stating the tower's capacity to accommodate multiple users;

e. Site and Construction Plans. Complete and accurate plans, drawn to scale, signed, and sealed by a California-licensed engineer, land surveyor, and/or architect, which include the following items.

(1) A site plan and elevation drawings for the facility as existing and as proposed with all height and width measurements explicitly stated.

(2) A site plan describing the proposed tower and antenna(s) and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting;

(3) A depiction, with height and width measurements explicitly stated, of all existing and proposed transmission equipment.

(4) A depiction of all existing and proposed utility runs and points of contact.

(5) A depiction of the leased or licensed area of the site with all rights-of-way and easements for access and utilities labeled in plan view.

f. Detailed map with locations of the poles or other property on which equipment is to be located, including specific pole identification number, if applicable, and the areas it will service;

g. Description as to why the desired location is superior to other similar locations, from a community perspective, including, but not limited to:

(1) Proximity to residential buildings and descriptions of efforts to prevent any blocking of views of impressive scenes; and

(2) Written documentation demonstrating a good faith effort to locate the proposed facility in the least intrusive location in accordance with the location requirements of this Resolution.

h. A description in writing and a visual rendering demonstrating effective screening of all ground-mounted or roof-mounted equipment of the facility from view.

i. Color-coded carrier-generated RF Coverage (propagation) maps, at a scale no smaller than 1 inch (1") to a quarter (1/4) mile with all appropriate legends, showing the coverage for the highest and lowest frequencies to be used by the facility. Frequencies are to be stated numerically, not qualitatively. Provide a represented value in dB of each colors it specifically represents.

j. If the project involves, modifies or will use an existing facility or structure, a description of the type of structure (e.g., guyed, self-supporting lattice or monopole), and a report on the physical condition of the facility certified by a professional engineer licensed in the state of California.

k. If the application is for a new tower, clear and convincing technical evidence by a carrier or wireless service provider justifying the total height of the proposed facility and the need for such to the exclusion of all reasonable alternatives. Evidence in the form of propagation studies must include all modeling data and assumptions used to produce the studies at the requested height and should take into consideration the ability to collocate other carriers in the future.

l. A siting analysis which identifies other feasible locations within or outside the City which could serve the area intended to be served by the facility, unless the applicant provides compelling technical reasons for providing fewer than the minimum.

m. An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, in that it will not cause members of the general public to be exposed to RF levels that exceed the emissions levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power."

n. A statement detailing the frequency, modulation and class of service of radio or other transmitting equipment;

o. A copy of the FCC license applicable for the intended use of the proposed facilities;

p. A HazMat Business Plan for all new generators, and any storage and/or use of hazardous materials during the project, to include:
   i. A list of toxic substances that may develop during arcing or fire that may impede fire suppression efforts;
   ii. A list of hazards that may develop during arcing or fire that may impede fire suppression efforts;
q. A demolition plan, if applicable.
r. A written statement of the applicant's willingness to allow other carriers to co-locate on the proposed personal wireless service facility where technically and economically feasible and aesthetically desirable, subject to the qualification that colocation should not occur when public exposures from the resulting higher cumulative sources would exceed FCC limits.
s. Such other information as the Director shall establish.
t. A statement signed by a person with legal authority to bind the applicant attesting under penalty of perjury to the accuracy of the information provided in the application. If attester not an authorized employee of the applicant, then the attester must demonstrate that it is an authorized agent of the applicant, with lawful Power of Attorney from the applicant.

SECTION 10. Environmental Review.

This Resolution is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (CEQA) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Resolution does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Moreover, when and if an application for installation is submitted, the City will at that time conduct preliminary review of the application in accordance with CEQA. Alternatively, even if the Resolution is a "project" within the meaning of State CEQA Guidelines section 15378, the Resolution is exempt from CEQA on multiple grounds. First, the Resolution is exempt CEQA because the City Council's adoption of the Resolution is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3)). That is, approval of the Resolution will not result in the actual installation of any facilities in the City. In order to install a facility in accordance with this Resolution, the wireless provider would have to submit an application for installation of the wireless facility. At that time, the City will have specific and definite information regarding the facility to review in accordance with CEQA. And, in fact, the City will conduct preliminary review under CEQA at that time. Second, the Resolution is categorically exempt under CEQA Guidelines §§ 15307 and 15308 as an action taken by a regulatory agency, as authorized by local ordinance (MMC Chapter 17.46), to assure the protection of natural resources and the environment. The Resolution strengthens the City's location and design

standards for new wireless facilities. It does not weaken any existing standard and does not authorize any construction or development. The City's wireless permitting process involves procedures for protection of the environment, including discretionary review of each application and coastal development permit review under the certified Local Coastal Program where applicable. None of the exceptions in CEQA Guidelines § 15300.2 applies.

Moreover, in the event that the Resolution is interpreted so as to permit installation of wireless communications facilities on a particular site, the installation would be exempt from CEQA review in accordance with either State CEQA Guidelines section 15302 (replacement or reconstruction), State CEQA Guidelines section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines section 15304 (minor alterations to land).

SECTION 11. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 12. 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 ~~12~~ 13th day of July 2026 ~~April 2021~~.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney



MAJOR ARTERIAL ROADWAY NETWORK

BARTON-ASCHMAN ASSOCIATES, INC.

CITY OF MALIBU GENERAL PLAN

FIGURE

FIGURE CI-1

ATTACHMENT 5

City Council Meeting
07-13-26
Item 7.A.

Council Agenda Report

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

Prepared by: Joseph D. Irvin, City Manager

Date prepared: May 22, 2026 Meeting date: July 13, 2026

Subject: Letter of Support – Pier to Pier (Continued from June 8, 2026)

RECOMMENDED ACTION: It is recommended that the City Council: 1) Consider submittal of a Letter of Support for Pier to Pier LLC's California State Parks concession application at Malibu Pier; or 2) Provide additional direction to city staff.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN IMPLEMENTATION:
Goal 2: Drive Economic Recovery and Restore Lost Revenue.
Objective 2.1: Recover lost sales, hotel, and transaction tax revenue to pre-disaster levels to restore the city's ability to deliver high quality services.
Strategy: Leverage public-private partnerships.
Economic Recovery Outreach Campaign: Utilize the city's brand to attract visitors, investment, and residents through strategic outreach.

Goal 4: Improve Public Safety
Objective 4.2: Increase Wildfire Resiliency
Emergency Evacuation: Increase alert warning, and evacuation capabilities.

Goal 7: Explore New Opportunities for Educational, Cultural, and Recreational Establishments.
Objective 7.1: Deliver high quality public services and spaces for education, recreation, and culture.

DISCUSSION:
Pier to Pier LLC is a U.S. Coast Guard-approved, privately funded, coastal passenger ferry service operating in partnership with Harbor Breeze Cruises, a California-licensed vessel operator and led by Malibu residents including a Retired Rear Admiral of US Coast Guard and former Heal the Bay Board Members. Pier to Pier is proposing to launch a scheduled water transportation service, initially for events, then slowly adding daily routes,

connecting Malibu to already approved stops at Santa Monica, Marina del Rey, Redondo Harbor, San Pedro, and Long Beach, with fares of approximately $50 plus tax round trip on (2) 100 ft, 149 passenger, CARB compliant catamarans once a California State Parks Department of Parks and Recreation (DPR) agreement is in place.

Beyond transportation, this service has the potential to help advance five City of Malibu priorities:

(1) it provides economic recovery to local businesses without adding cars to PCH;

(2) it creates a critical coastal evacuation corridor and emergency water-based escape route for residents during wildfire or PCH closure events — pending the State Parks agreement, CalOES can authorize the deployment of all available vessels in any declared emergency;

(3) it offers a practical transit alternative to visit Malibu, particularly vital during ongoing and planned PCH construction;

(4) allows Malibu to participate in LA28, as Pier to Pier can operate as official athlete transportation for Team USA from Pepperdine to their events, and

(5) it creates a new funding pathway for Malibu Pier itself, as the concession structure positions Pier to Pier to contribute to pier maintenance, repair, and infrastructure improvements.

The Council's Letter of Support carries meaningful weight in the State Parks concession review process and costs the City no direct funding commitment while potentially securing Malibu revenue through an embarkment tax and a permanent, Coast Guard-approved maritime safety and transportation asset at its own pier, while not invoking SB79.

Pier to Pier Funding

Approximately $60M in private funding has been pledged. Pier to Pier's funding goal is $120M of private funding (for infrastructure upgrades and operations). This would fund approximately the first 18 months of service (Summer 2026 through December 2027).

In terms of public support, Sen. Ben Allen submitted a formal CA state budget line item in support for passenger ferry funding of $2 million annually. Pier to Pier, LLC is actively seeking and applying for federal and state transportation grants.

Pier to Pier, LLC would eventually move toward a private-public partnership. Their general exit strategy is for the state to take over the Southern California regional passenger ferry system within an estimated five-year timeframe.

Pier to Pier Route

The initial "proposed" routes and 10 landings (or ferry and water taxi stops) are:

(1) Malibu,
(2) Santa Monica,
(3) Marina Del Rey,
(4) Redondo Beach,
(5) San Pedro,
(6) Long Beach – Belmont,
(7) Long Beach – Rainbow Harbor,
(8) Long Beach – Almeida,
(9) Long Beach – Queen Mary, and
(10) Long Beach – Amphitheater.

Public Transit and Parking

Pier to Pier, LLC is coordinating closely with LA Metro and the 134-bus line will be used. They have private parking partners and have identified approximately 75-to-100 parking spaces for initial use.

Harbor Breeze Cruises

Harbor Breeze is identified as the global vessel operator partner. They have CA-licensed boat operators or captains. Their boats are CARB-compliant, carbon-neutral vessels. Harbor Breeze has a 30-year maritime safety record, recently validated by USCG. Pier to Pier, LLC expects between two-and-four boats once daily operations are underway with approximately three stops-per-landing daily.

The safety of the service is a primary focus of Pier to Pier, LLC's work. Moreover, the emergency utility of the boats is a goal, specifically, for evacuation service.

Pier to Pier "Proposed" Timeline

JUNE 2026: Inaugural ride scheduled for June 5 during U.S. Conference of Mayors in Long Beach.

JUNE/JULY 2026: Soft events launch scheduled for June and July during FIFA World Cup.

FALL 2026: Continue weekend or event schedule, can extend based on Santa Monica Pier timing.

WINTER 2026-27: Coordination with City of Santa Monica in preparation for 10-day hosting pre-Super Bowl 2027 and then Pier to Pier Passengers for Ferry Service, thereafter.

For additional information pertaining to the Pier to Pier project, visit https://piertopier.org/.

ATTACHMENTS: Proposed Letter of Support

City of Malibu

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

June 8, 2026

California Department of Parks and Recreation
Concession Program
Attn: Concessions Program Staff
715 P Street
Sacramento, CA 95814

Re: Letter of Support for Pier to Pier LLC Concessions Application at Malibu Pier

Dear Review Committee,

On behalf of the City of Malibu, this letter provides support for Pier to Pier LLC's proposed concession application for passenger ferry operations at Malibu Pier. The proposed coastal passenger ferry service presents an opportunity to advance several priorities important to our community.

The service has the potential to support Malibu's ongoing economic recovery by bringing visitors and customers to local businesses without increasing vehicle traffic on Pacific Coast Highway (PCH). It offers a promising transportation alternative during current and planned corridor improvements and could help reduce congestion along one of the region's most critical transportation corridors. Importantly, the project introduces a maritime component that could strengthen emergency preparedness and evacuation options during wildfire incidents, road closures, and other emergencies affecting PCH access. In addition, the proposal could create long-term support opportunities for maintenance and investment at Malibu Pier itself.

With approximately $60 million in private funding already pledged and State Senator Ben Allen's formal budget support, Pier to Pier LLC has demonstrated the seriousness and resources needed to deliver. We respectfully urge the Department to consider this application and welcome the opportunity to discuss our support further.

Sincerely,

Bruce Silverstein
Mayor, City of Malibu

City Council Meeting
07-13-26
Item 8.A.

Council Agenda Report

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

Prepared by: Christina Muñoz, Deputy City Clerk

Reviewed by: Kelsey Pettijohn, City Clerk

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 24, 2026 Meeting date: July 13, 2026

Subject: Appointment of a City Council Representative to the Independent Cities Association (ICA) Board of Directors

---

RECOMMENDED ACTION: Appoint one City Councilmember to serve as the City of Malibu's representative on the Independent Cities Association (ICA) Board of Directors.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: The City of Malibu has recently joined the Independent Cities Association (ICA), a nonprofit 501(c)(3) organization representing nearly 40 independent cities throughout Southern California. ICA's mission is to empower independent elected officials through education, policy insight, and leadership development, while fostering collaboration on regional issues such as public safety, infrastructure, economic development, education, and intergovernmental relations.

As a member City, Malibu may appoint a City Councilmember to serve on the ICA Board of Directors; however, the appointment is optional. The Board provides leadership for the organization and represents the interests of its member cities. ICA also hosts two educational seminars annually and conducts in-person Board meetings several times throughout the year.

Staff recommends that the City Council appoint one City Councilmember to serve as the City's representative on the ICA Board of Directors.

ATTACHMENTS: None.