1. Amended Agenda

   Documents:

   CC_260914_AMENDED AGENDA.PDF

2. Item 1B2

   Approve Warrants

   Documents:

   CC_260914_ITEM_1B2.PDF

3. Item 1B3

   Approval of Minutes

   Documents:

   CC_260914_ITEM_1B3.PDF

4. Item 1B4

   Award Encinal Canyon Road Storm Drain Repairs Project

   Documents:

   CC_260914_ITEM_1B4.PDF

5. Item 1B5

   Amendment to Agreement with Iris Consulting for Software Development and Systems Integration for Non-Fire Rebuild Projects

   Documents:

   CC_260914_ITEM_1B5.PDF

6. Item 1B6

   Civic Center Water Treatment Facility Phase 2 Update

   Documents:

   CC_260914_ITEM_1B6.PDF

7. Item 1B7

Amendments to Professional Services Agreement for Contract Planning and Management Services for Non-Palisades Fire Rebuild Projects

Documents:

CC_260914_ITEM_1B7.PDF

8. Item 1B8

   Resolution Ratifying the Director of Emergency Services' Proclamation of Existence of a Local Emergency and Declaring the Same – Sea Level Drive Sinkhole

   Documents:

   CC_260914_ITEM_1B8.PDF

9. Item 1B9

   Confirmation of the Director of Emergency Services Order Relating to the Sea Level Drive Sinkhole

   Documents:

   CC_260914_ITEM_1B9.PDF

10. Item 5A

    Local Coastal Program Amendment No. 26-002 and Zoning Text Amendment No. 26-002 – An Amendment to Chapter 2 (Definitions) of the Local Coastal Program Local Implementation Plan and Title 17 (Zoning) of the Malibu Municipal Code to Add a Definition of Beachfront (Continued from August 24, 2026)

    Documents:

    CC_260914_ITEM_5A.PDF

11. Item 6A

    Assessment District Formation for the PCH Wastewater Project

    Documents:

    CC_260914_ITEM_6A.PDF

12. Item 7A

    Amend LCP and Zoning Code Interpretation LCP 24/Zoning Code No. 15 to remove Issue No. PF4 (which prohibits processing of SB9 applications within the VHFHSZ of the boundaries of the Palisades Fire)

Documents:

CC_260914_ITEM_7A.PDF

Amended[1] Malibu City Council
Regular Meeting Agenda

Monday, September 14, 2026

4:00 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

1 *See additional Closed Session Item, addition of Consent Calendar Item Nos. 1.B.8. and 1.B.9., Old Business Item No. 6.A. and additional materials instructions for the amended agenda items.*

email address is not required. To join by phone: Dial 1-669-444-9171 or 1-669-900-9128 (Toll Free) and enter 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 September 11, 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.

Due to the posting of the amended agenda, written comments and audiovisual materials will be accepted on Item Nos. 1.B.8., 1.B.9., and 6.A. until 12:00 p.m. on September 14, 2026.

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

Four 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(d)(1). Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The City Attorney will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting. 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 – Existing litigation pursuant to Government Code Section 54956.9(d)(1):

1. City of Malibu v. Santa Monica Mountains Conservancy, et al., LASC Case No. 26SMCV02052

2. *Case Name: City's Petition to Form Malibu USD from Territory in the Santa Monica-Malibu USD*

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 – September 4, 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 79958-80111 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. 796 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $1,126,890.22. City of Malibu payroll ACH deposits were issued in the amount of $609,328.96.

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

3. Approval of Minutes

Recommended Action: Approve the minutes for the February 18, 2026 Special Meeting, the February 23, 2026 Regular Meeting, the March 9, 2026 Regular Meeting, the March 16, 2026 Special Meeting.

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

4. Award Encinal Canyon Road Storm Drain Repairs Project

Recommended Action: 1) Authorize the Mayor to execute an agreement with The Adjul Corporation dba Lee Construction Company (Lee Construction) in the amount of $476,508 for the construction of Encinal Canyon Road Storm Drain Repairs Project, Specification No. 2113; and 2) Authorize the Public Works Director to approve any potential change orders up to 20% of the contract amount.

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

5. Amendment to Agreement with Iris Consulting for Software Development and Systems Integration for Non-Fire Rebuild Projects

Recommended Action: Authorize the Mayor to execute Amendment No. 3 to the Professional Services Agreement with Iris Consulting for software development and system integration.

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

6. Civic Center Water Treatment Facility Phase 2 Update

Recommended Action: 1) Receive an update on the Civic Center Water Treatment Facility (CCWTF) Phase 2 project; 2) Approve the Draft Tentative Revised 2026 Memorandum of Understanding (MOU) between the City of Malibu and the Regional Water Quality Control Board; and 3) Direct staff to work with the Regional Water Quality Control Board on approval of the MOU.

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

7. Amendments to Professional Services Agreement for Contract Planning and Management Services for Non-Palisades Fire Rebuild Projects

   Recommended Action: 1) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with Casswell Consulting, Inc. for contract planning services; 2) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with California Coastal Works LLC for contract planning services; and 3) Authorize the Mayor to execute a professional services agreement with California Coastal Works LLC for management services.

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

8. Resolution Ratifying the Director of Emergency Services' Proclamation of Existence of a Local Emergency and Declaring the Same – Sea Level Drive Sinkhole

   Recommended Action: Adopt Resolution No. 26-62 confirming existence of a local emergency, and ratifying the proclamation of local emergency by the Director of Emergency Services as a result of a sinkhole and associated hazardous conditions along Sea Level Drive in the City of Malibu.

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

9. *Confirmation of the Director of Emergency Services Order Relating to the Sea Level Drive Sinkhole*

   Recommended Action: Confirm the Order of the Director of Emergency Services dated September 8, 2026, establishing a mandatory and immediate evacuation order for the western portion of Sea Level Drive beginning at 31615 Sea Level Drive until the end of the street, including residences on the north and south sides of the street.

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

2. Ceremonial/Presentations

A. Proclamation Declaring September 17-23, 2026 as Constitution Week

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. Local Coastal Program Amendment No. 26-002 and Zoning Text Amendment No. 26-002 – An Amendment to Chapter 2 (Definitions) of the Local Coastal Program Local Implementation Plan and Title 17 (Zoning) of the Malibu Municipal Code to Add a Definition of Beachfront (Continued from August 24, 2026)

Recommended Action: 1) After the City Attorney reads the title of the ordinance, introduce on first reading Ordinance No. 537, approving Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002 to add a definition of Beachfront to Chapter 2 (Definitions) of the Local Coastal Program (LCP) Local Implementation Plan (LIP) and Title 17 (Zoning) of the Malibu Municipal Code (MMC) and finding the action to be exempt from the California Environmental Quality Act (CEQA); and 2) Direct staff to schedule second reading and adoption of Ordinance No. 537 for the September 28, 2026 City Council Regular meeting and, if adopted, direct the filing of LCPA No. 26-002 (Ordinance No. 537) with the California Coastal Commission (CCC) for certification.

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

6. Old Business

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

A. Assessment District Formation for the PCH Wastewater Project

Recommended Action: Provide direction to staff to either: 1) continue with bifurcated formation of two Assessment Districts; or 2) to proceed with a single formation of an Assessment District to fund the Pacific Coast Highway (PCH) Wastewater Project.

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

7. New Business

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

A. Amend LCP and Zoning Code Interpretation LCP 24/Zoning Code No. 15 to remove Issue No. PF4 (which prohibits processing of SB9 applications within the VHFHSZ of the boundaries of the Palisades Fire)

Recommended Action: Adopt amended Zoning / Local Coastal Program (LCP) Interpretation Nos. 15 and 24 respectively (Rebuild Policies) removing Issue No. PF4 with an effective date of September 14, 2026.

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

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.

None.

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 11th day of September 2026 at 3:55 p.m.

Christina Muñoz, Deputy City Clerk

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City Council Meeting
9-14-26
Item
1.B.2.

WARRANT REGISTER NO. 796

On September 14, 2026, the Malibu City Council allowed and approved warrant demand numbers 79958-80111 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 $1,126,890.22. City of Malibu payroll ACH deposits were issued in the amount of $609,328.96.

PASSED, APPROVED and ADOPTED this 14th day of September 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 $1,736,219.18 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 3rd day of September 2026, AT MALIBU, CALIFORNIA

Signed by:
Joseph D. Irvin
F849C5C36AED48F...

Joseph D. Irvin
City Manager

Docusign Envelope ID: 0B1762F0-6027-8C7C-8042-21CD6CA3565C

Accounts Payable

Checks by Date - Summary by Check Number

User: craspe
Printed: 9/2/2026 8:47 AM

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
79958	ACCOUNTE	OFFICE TEAM A ROBERT HALF COMP	08/13/2026	0.00	4,533.03
79959	AMERGLOE	AMERICAN GLOBAL SECURITY INC	08/13/2026	0.00	1,793.71
79960	CALLMC	MARY CATHERINE CALLAGHAN	08/13/2026	0.00	140.00
79961	CAMHEL	HELEN H CAMPANELLA	08/13/2026	0.00	250.00
79962	CHAMPCAN	TREVOR ELDER	08/13/2026	0.00	5,290.00
79963	DARNAT	NATALIE DARDEN	08/13/2026	0.00	25.00
79964	EURO	EURO SOCCER TRIPS INC	08/13/2026	0.00	50.00
79965	FARME	ELLEN FARMER	08/13/2026	0.00	230.00
79966	FRONTIER	FRONTIER CALIFORNIA INC	08/13/2026	0.00	1,839.83
79967	GENESISF	GENESIS FLOOR COVERING INC	08/13/2026	0.00	1,706.00
79968	HDSUPPLY	HD SUPPLY INC	08/13/2026	0.00	283.86
79969	KELCHR	CHRISTOPHER KELLY	08/13/2026	0.00	540.00
79970	LACOCLE	LA COUNTY REGISTRAR-RECORDER	08/13/2026	0.00	25.00
79971	LACOWAT	LA CO MALIBU TREASURER-WATERW	08/13/2026	0.00	4,440.64
79972	LAWSONS	SKYLAR J LAWSON	08/13/2026	0.00	3,822.00
79973	LEZAMAJ	JOSEPH LEZAMA	08/13/2026	0.00	22,621.58
79974	LITBIG	JOHANNES M POUW	08/13/2026	0.00	1,575.00
79975	MASMAR	MARY MASSETT	08/13/2026	0.00	50.00
79976	MELTINGP	FLOWERS HOTEL GROUP INC	08/13/2026	0.00	1,105.00
79977	MINDRYLL	THE MINDRY LLC	08/13/2026	0.00	300.00
79978	MRISVE	SVETLANA MRIL	08/13/2026	0.00	250.00
79979	ORESROB	ROBERT ORESCAN	08/13/2026	0.00	420.00
79980	RICHK	KERSTIN RICHERT-DEMPSEY	08/13/2026	0.00	240.00
79981	ROBSCO	SCOTT ROBSON	08/13/2026	0.00	500.00
79982	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	08/13/2026	0.00	37,350.96
79983	SPECTRUM	CHARTER COMMUNICATIONS HOLDI	08/13/2026	0.00	1,639.23
79984	STAPLES	STAPLES CONTRACT & COMMERCIAI	08/13/2026	0.00	771.64
79985	STRUJ	JOHN STRULOEFF	08/13/2026	0.00	300.00
79986	STRWIL	WILLIAM STRULOEFF	08/13/2026	0.00	500.00
79987	TARADA	ADAM TARBELL	08/13/2026	0.00	250.00
79988	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	08/13/2026	0.00	4,146.00
79989	UNITED	UNITED STATES POST OFFICE	08/13/2026	0.00	12,000.00
79990	VERIZONW	VERIZON WIRELESS SERVICES LLC	08/13/2026	0.00	7,775.76
79991	FRANCHI	STATE OF CALIFORNIA FRANCHISE T.	08/13/2026	0.00	150.00
79992	USBANK2	US BANK	08/13/2026	0.00	1,662.61
79993	GUTSTE	STEVEN GUTIERREZ	08/14/2026	0.00	500.00
79994	MAERLYLL	MAERLY LLC	08/14/2026	0.00	875.00
79995	MONJARAS	MONJARAS AND WISMEYER GROUP I	08/14/2026	0.00	1,540.00
79996	SCGas	SOUTHERN CALIFORNIA GAS COMPA	08/14/2026	0.00	17.26
79997	WILLSCOT	WILLIAMS SCOTSMAN INC	08/14/2026	0.00	8,522.51
79998	4LEAF	4LEAF INC	08/14/2026	0.00	52,594.30
79999	ACCOUNTE	OFFICE TEAM A ROBERT HALF COMP	08/14/2026	0.00	533.92
80000	BEARCON	BEAR CONTRACTORS INC	08/14/2026	0.00	298.00
80001	FERCANOL	LAURA DEMIERI FERCANO	08/14/2026	0.00	360.00
80002	GIINDUS	GI INDUSTRIES	08/14/2026	0.00	3,200.00
80003	KIMLEY	KIMLEY-HORN AND ASSOC INC	08/14/2026	0.00	53,197.50
80004	LASERTE	LASER TECHNOLOGY INC	08/14/2026	0.00	270.00

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
80005	MOSSER	MOSSER PLUMBING & HEATING INC	08/14/2026	0.00	600.00
80006	ROLLINGE	CITY OF ROLLING HILLS ESTATES	08/14/2026	0.00	3,773.72
80007	TOTALGRA	BRIAN SHORE	08/14/2026	0.00	387.37
80008	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	08/14/2026	0.00	825.00
80009	ADVANTAN	MAP COMMUNICATIONS INC	08/17/2026	0.00	269.75
80010	CITYOFLA	CITY OF LOS ANGELES TREASURER	08/17/2026	0.00	39,145.49
80011	CIVICSO	CIVIC SOLUTIONS INC	08/17/2026	0.00	24,433.75
80012	CJBIOMON	COURTNEY JEAN MCCAMMON	08/17/2026	0.00	6,300.00
80013	CONWIN	CONEJO WINDOW TINTING	08/17/2026	0.00	195.00
80014	CRUZSTRA	CRUZ STRATEGIES LLC	08/17/2026	0.00	10,000.00
80015	CSTASC	CONSTANT AND ASSOCIATES INC	08/17/2026	0.00	31,299.64
80016	ESRI	ENVIRONMENTAL SYSTEMS RESEAR	08/17/2026	0.00	16,000.00
80017	FENCE	FENCE FACTORY	08/17/2026	0.00	5,538.78
80018	FRONTIER	FRONTIER CALIFORNIA INC	08/17/2026	0.00	392.77
80019	GIINDUS	GI INDUSTRIES	08/17/2026	0.00	82.03
80020	HDL2	HDL COREN & CONE	08/17/2026	0.00	3,657.50
80021	LARICS	COUNTY OF LOS ANGELES LA-RICS	08/17/2026	0.00	960.00
80022	PEGASUSS	PEGASUS STUDIOS	08/17/2026	0.00	7,620.00
80023	PROGENTC	PROGENT CORPORATION	08/17/2026	0.00	152.40
80024	QUADLEAS	QUADIENT LEASING USA INC	08/17/2026	0.00	1,008.60
80025	REMOTESA	REMOTE SATELLITE SYSTEMS INT'L	08/17/2026	0.00	268.00
80026	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	08/17/2026	0.00	16.36
80027	SOLIDWA	SOLID WASTE SOLUTIONS INC	08/17/2026	0.00	30,443.29
80028	SPECTRUM	CHARTER COMMUNICATIONS HOLDI	08/17/2026	0.00	8,350.20
80029	TMOBILE	T-MOBILE USA INC	08/17/2026	0.00	1,282.55
80030	TOSHIBA	US BANK NATIONAL ASSOCIATION	08/17/2026	0.00	3,520.57
80031	TRIPEPIS	TRIPEPI SMITH & ASSOCIATES	08/17/2026	0.00	2,365.50
80032	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	08/17/2026	0.00	1,900.00
80033	UNDERGR	UNDERGROUND SERVICE ALERT OF S	08/17/2026	0.00	227.00
80034	VIAWEST	FLEXENTIAL COLORADO CORP	08/17/2026	0.00	2,850.17
80035	WAVEENTE	WAVE ENTERPRISES INC	08/17/2026	0.00	15,711.98
80036	WILLSCOT	WILLIAMS SCOTSMAN INC	08/17/2026	0.00	3,880.39
80037	XEROXFIN	XEROX CORPORATION	08/17/2026	0.00	172.74
80038	CJBIOMON	COURTNEY JEAN MCCAMMON	08/20/2026	0.00	8,808.00
80039	COOKALI	ALLISON COOK	08/20/2026	0.00	7,218.75
80040	MOFFATT	MOFFATT & NICHOL	08/20/2026	0.00	22,157.62
80041	RINCONC	RINCON CONSULTANTS INC	08/20/2026	0.00	44,441.25
80042	SEKMAR	MARINA SEK	08/20/2026	0.00	13,113.17
80043	SOLIDWA	SOLID WASTE SOLUTIONS INC	08/20/2026	0.00	7,891.25
80044	SPRING	SPRINGBROOK HOLDING COMPANY I	08/20/2026	0.00	61,182.61
80045	ACCOUNTE	OFFICE TEAM A ROBERT HALF COMP	08/20/2026	0.00	2,224.80
80046	ANAWALT	ANAWALT LUMBER CO INC	08/20/2026	0.00	8.81
80047	APA2000	APA CALIFORNIA CONFERENCE	08/20/2026	0.00	8,400.00
80048	BBGHAD	BROAD BEACH GEOLOGIC HAZARD A	08/20/2026	0.00	50.00
80049	BLUETRIT	BLUETRITON BRANDS INC	08/20/2026	0.00	106.92
80050	BOEMAR	MARJORY BOETHING	08/20/2026	0.00	576.25
80051	CASGAY	GAYLENE CASCIONE	08/20/2026	0.00	857.50
80052	CHAMPCAN	TREVOR ELDER	08/20/2026	0.00	4,704.00
80053	CLOSOL	CLOUT SOLAR INC	08/20/2026	0.00	200.00
80054	COOPERM	MARSHA COOPER	08/20/2026	0.00	715.00
80055	CRPRINT	EARTH PRINT INC	08/20/2026	0.00	4,153.15
80056	CURBRA	BRANDON CURRAN	08/20/2026	0.00	180.00
80057	DANESHJ	JACKLINE DANESHRAD	08/20/2026	0.00	845.00
80058	ENHANCE2	ENHANCED LANDSCAPE MANAGEMI	08/20/2026	0.00	45,664.02
80059	FERCANOL	LAURA DEMIERI FERCANO	08/20/2026	0.00	360.00
80060	FORDSONI	FORDSON INC	08/20/2026	0.00	50.00
80061	GARCEM	EMILY GARCIA	08/20/2026	0.00	50.00

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
80062	GIINDUS	GI INDUSTRIES	08/20/2026	0.00	4,556.14
80063	KELCHR	CHRISTOPHER KELLY	08/20/2026	0.00	540.00
80064	KIDMOV	MOVIES BY KIDS OC	08/20/2026	0.00	1,890.00
80065	KORDAV	DAVID KORAL	08/20/2026	0.00	3,352.09
80066	LACOCLE	LA COUNTY REGISTRAR-RECORDER	08/20/2026	0.00	25.00
80067	LACOCLE	LA COUNTY REGISTRAR-RECORDER	08/20/2026	0.00	25.00
80068	LACOCLE	LA COUNTY REGISTRAR-RECORDER	08/20/2026	0.00	25.00
80069	LACOCLE	LA COUNTY REGISTRAR-RECORDER	08/20/2026	0.00	25.00
80070	LAWSONS	SKYLAR J LAWSON	08/20/2026	0.00	2,646.00
80071	LEVC	CHERYL LEV	08/20/2026	0.00	840.00
80072	LIVESCAN	PAIGE S APAR	08/20/2026	0.00	165.00
80073	MANMIC	MICHAEL ANTHONY MANFREDO	08/20/2026	0.00	330.00
80074	MASTERCO	MASTER COOLING CORPORATION	08/20/2026	0.00	1,484.96
80075	MERRICKJ	JUDY MERRICK	08/20/2026	0.00	180.00
80076	MILJNCRT	COURTNEY MILLER-JONES	08/20/2026	0.00	240.00
80077	MMARLINS	MALIBU MARLINS SWIM CLUB	08/20/2026	0.00	3,465.00
80078	MONMEM	MEMPHIS MONTAG	08/20/2026	0.00	250.00
80079	ROSENSHE	SHEILA ROSENTHAL	08/20/2026	0.00	360.00
80080	ROUNDSTA	ROUND STAR WEST LLC	08/20/2026	0.00	3,185.00
80081	RPBARRI	R P BARRICADE INC	08/20/2026	0.00	1,363.79
80082	SOUTPRNT	SOUTHWEST OFFSET PRINTING CO IN	08/20/2026	0.00	7,424.21
80083	TALNOO	TALENTNOOK INC	08/20/2026	0.00	350.00
80084	TOTALGRA	BRIAN SHORE	08/20/2026	0.00	661.67
80085	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	08/20/2026	0.00	4,350.00
80086	VALPARK	VALET PARKING PROS LLC	08/20/2026	0.00	1,200.00
80087	VERHAM	KAREN & RON VERHAM	08/20/2026	0.00	50.00
80088	USBANK	US BANK	08/25/2026	0.00	85,866.81
80089	CALCOAS	CAL-COAST MACHINERY INC	08/27/2026	0.00	197.00
80090	CROSSING	CROSSING GUARD SERVICES LLC	08/27/2026	0.00	684.00
80091	ENHANCE2	ENHANCED LANDSCAPE MANAGEMI	08/27/2026	0.00	3,840.00
80092	LACOWAT	LA CO MALIBU TREASURER-WATERW	08/27/2026	0.00	5,528.89
80093	ACCESS	ACCESS INFORMATION INTERMEDIA	08/28/2026	0.00	2,972.97
80094	AT&TMOBI	AT&T MOBILITY	08/28/2026	0.00	132.95
80095	CASSWCON	CASSWELL CONSULTING INC	08/28/2026	0.00	1,800.00
80096	CHEVRON2	WRIGHT EXPRESS FSC WEX BANK	08/28/2026	0.00	3,190.14
80097	COASTALW	CALIFORNIA COASTAL WORKS LLC	08/28/2026	0.00	28,928.00
80098	COTTON	COTTON SHIRES & ASSOCIATES INC	08/28/2026	0.00	48,566.75
80099	CRUZSTRA	CRUZ STRATEGIES LLC	08/28/2026	0.00	10,000.00
80100	FEDEXP	FEDEX	08/28/2026	0.00	224.71
80101	FRONTIER	FRONTIER CALIFORNIA INC	08/28/2026	0.00	120.31
80102	GRANITET	GRANITE TELECOMMUNICATIONS LI	08/28/2026	0.00	406.06
80103	HARPBURN	HARPER & BURNS LLP	08/28/2026	0.00	6,726.00
80104	KOSMONT	KOSMONT & ASSOCIATES INC	08/28/2026	0.00	4,772.30
80105	LAZPARKI	LAZ KARP ASSOCIATES LLC	08/28/2026	0.00	46,323.33
80106	MICHBAK	MICHAEL BAKER INTERNATIONAL IN	08/28/2026	0.00	20,880.00
80107	NETFILE	NETFILE INC	08/28/2026	0.00	4,500.00
80108	RINCONC	RINCON CONSULTANTS INC	08/28/2026	0.00	7,613.25
80109	TETRATE	TETRA TECH INC	08/28/2026	0.00	46,956.10
80110	TRIPEPIS	TRIPEPI SMITH & ASSOCIATES	08/28/2026	0.00	829.00
80111	USLABS	BUREAU VERITAS NORTH AMERICA I	08/28/2026	0.00	58,773.80
			Report Total (154 checks):	0.00	1,126,890.22

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Accounts Payable

Transactions by Account

User: craspe
Printed: 09/02/2026 - 9:00AM
Batch: 00000.00.0000

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-0000-3431-00	DAVID KORAL	Palisades Fee Waiver TNPF 26-229/23	08/20/2026	80065	254.00	
		Vendor Subtotal:			254.00	
100-0000-3466-00	ELLEN FARMER	Ref - Malibu Marlins 7/17 - 8/7/26	08/13/2026	79965	230.00	
		Vendor Subtotal:			230.00	
100-0000-3467-00	CHRISTOPHER KELLY	Ref - Day Camp Wk6 7/20 - 7/23/26	08/13/2026	79969	540.00	
100-0000-3467-00	CHRISTOPHER KELLY	Ref - Improv Acting/Sports Camp 8/3	08/20/2026	80063	540.00	
		Vendor Subtotal:			1,080.00	
100-0000-3467-00	COURTNEY MILLER-JONES	Ref - Improv Acting Camp 8/3 - 8/6/2(	08/20/2026	80076	240.00	
		Vendor Subtotal:			240.00	
100-0000-3467-00	ROBERT ORESCAN	Ref - Surf Camp Wk6 7/20 - 7/23/26	08/13/2026	79979	420.00	
		Vendor Subtotal:			420.00	
100-0000-3467-00	KERSTIN RICHERT-DEMPSEY	Ref - Improv Camp Wk6 7/20 - 7/23/2	08/13/2026	79980	240.00	
		Vendor Subtotal:			240.00	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Winter Cyn - Jun '26	08/13/2026	79982	85.69	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Cross Creek Rd Ped - Jun '26	08/13/2026	79982	12.99	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	St Lighting - Jun '26	08/13/2026	79982	3,366.39	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Traffic Control - Jun '26	08/13/2026	79982	132.27	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Webb Way Signal - Jun '26	08/13/2026	79982	179.41	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Broad Beach - Jun '26	08/13/2026	79982	14.04	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Street Lamps - Jul '26	08/17/2026	80026	16.36	
			Vendor Subtotal:		3,807.15	
100-3001-5725-00	GI INDUSTRIES	Garbage - Bus Stop/Cross Creek - Aug	08/20/2026	80062	2,648.25	
			Vendor Subtotal:		2,648.25	
100-3001-6160-00	R P BARRICADE INC	PW - Signs	08/20/2026	80081	1,363.79	
			Vendor Subtotal:		1,363.79	
100-3001-6160-00	UNDERGROUND SERVICE ALER	Dig Alerts - Jul ' 26	08/17/2026	80033	227.00	
			Vendor Subtotal:		227.00	
100-3007-5722-00	SOUTHERN CALIFORNIA EDISO	CCSTF - Jun '26	08/13/2026	79982	557.09	
			Vendor Subtotal:		557.09	
100-3008-5117-00	SOLID WASTE SOLUTIONS INC	Film Permits - Jul '26	08/17/2026	80027	30,443.29	000004067
			Vendor Subtotal:		30,443.29	
100-3008-5300-00	US BANK	PW-9462 APWA/MMASC - Annual C	08/25/2026	80088	745.10	
			Vendor Subtotal:		745.10	
100-3008-6120-00	US BANK	PW-9462 Fireflies - Annual Subscripti	08/25/2026	80088	228.00	
			Vendor Subtotal:		228.00	
100-4001-4210-00	State of California PR Taxes	Unemployment Expenses-Apr-Jun'26	08/13/2026	0	4,069.00	
			Vendor Subtotal:		4,069.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4001-5100-00	AMERICAN GLOBAL SECURITY	Bluffs - July 4th Security Svcs 7/3 & 7	08/13/2026	79959	1,793.71	
		Vendor Subtotal:			1,793.71	
100-4001-5107-00	ULTIMATE MAINTENANCE SER	Vote Center Janitorial Svcs 5/31/26	06/30/2026	80008	275.00	
		Vendor Subtotal:			275.00	
100-4001-5205-00	UNITED STATES POST OFFICE	FY26/27 - USPS Quarterly Rec Guide	08/13/2026	79989	8,000.00	000004754
		Vendor Subtotal:			8,000.00	
100-4001-5300-00	US BANK	CS-6305 Mandated Reporter/CPR - Pa	08/25/2026	80088	152.99	
		Vendor Subtotal:			152.99	
100-4001-5401-00	BRIAN SHORE	Banners - Fall '26 Rec Guide	08/20/2026	80084	278.15	000004684
		Vendor Subtotal:			278.15	
100-4001-5405-00	SOUTHWEST OFFSET PRINTING	Fall '26 Rec Guide - Printing/Mailing	08/20/2026	80082	7,424.21	000003966
		Vendor Subtotal:			7,424.21	
100-4001-6120-00	US BANK	CS-8164 Grammarly - Annual Subscri	08/25/2026	80088	1,620.00	
		Vendor Subtotal:			1,620.00	
100-4001-6160-00	BLUETRITON BRANDS INC	Water Delivery for MHS Pool/Bluffs S	08/20/2026	80049	106.92	
		Vendor Subtotal:			106.92	
100-4001-6160-00	US BANK	CS-8164 UPS - Return Label for Blue	08/25/2026	80088	71.36	
100-4001-6160-00	US BANK	CS-8164 Bluedog Ink - Plotter Paper	08/25/2026	80088	122.52	
100-4001-6160-00	US BANK	CS-6305 Conejo Awards/Amazon - Su	08/25/2026	80088	1,314.34	
100-4001-6160-00	US BANK	CS-8164 Bluedog Ink - Plotter Paper (	08/25/2026	80088	9.99	
		Vendor Subtotal:			1,518.21	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4002-5107-00	MALIBU MARLINS SWIM CLUB	Marlins Swim Team 7/14 - 8/7/26	08/20/2026	80077	3,465.00	
		Vendor Subtotal:			3,465.00	
100-4002-5300-00	US BANK	CS-6305 Kahoot - Annual Training	08/25/2026	80088	120.00	
		Vendor Subtotal:			120.00	
100-4002-6160-00	BRIAN SHORE	Banners - Parent & Me Swim	06/30/2026	80007	124.49	000004684
		Vendor Subtotal:			124.49	
100-4002-6160-00	US BANK	CS-6305 Swim Outlet/TWT - Aquatic:	08/25/2026	80088	349.74	
		Vendor Subtotal:			349.74	
100-4003-5721-00	US BANK	CS-1673 Satellite Phone Store - Charn	08/25/2026	80088	72.79	
		Vendor Subtotal:			72.79	
100-4004-5107-00	MOVIES BY KIDS OC	Instructor - YouTube Videos 7/27 - 7/3	08/20/2026	80064	1,890.00	
		Vendor Subtotal:			1,890.00	
100-4004-5107-00	SKYLAR J LAWSON	Instructor - Aspects Surf Academy 7/1	08/13/2026	79972	3,822.00	
100-4004-5107-00	SKYLAR J LAWSON	Instructor - Aspects Surf Acaedmy 8/3	08/20/2026	80070	2,646.00	
		Vendor Subtotal:			6,468.00	
100-4004-5107-00	JOHANNES M POUW	Instructor - Volleyball Camp 7/20 - 7/2	08/13/2026	79974	1,575.00	
		Vendor Subtotal:			1,575.00	
100-4004-6160-00	US BANK	CS-8795 NCSI - Background Checks (	08/25/2026	80088	111.00	
		Vendor Subtotal:			111.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4005-5107-00	TREVOR ELDER	Instructor - Skate Camp Wk6 7/20 - 7/	08/13/2026	79962	2,576.00	
100-4005-5107-00	TREVOR ELDER	Instructor - Family Skate Workshop 7/	08/13/2026	79962	250.00	
100-4005-5107-00	TREVOR ELDER	Instructor - Skate Camp Wk5 7/13 - 7/	08/13/2026	79962	2,464.00	
100-4005-5107-00	TREVOR ELDER	Instructor - Skate Camp Wk7; 7/27 - 7	08/20/2026	80052	2,240.00	
100-4005-5107-00	TREVOR ELDER	Instructor - Skate Camp Wk8; 8/3 - 8/(	08/20/2026	80052	2,464.00	
			Vendor Subtotal:		9,994.00	
100-4005-5107-00	CROSSING GUARD SERVICES LI	Crossing Guard Svc 6/20/26	06/30/2026	80090	684.00	
			Vendor Subtotal:		684.00	
100-4005-6160-00	US BANK	CS-8795 Target - Skate Park Supplies	08/25/2026	80088	10.75	
			Vendor Subtotal:		10.75	
100-4007-5107-00	MARY CATHERINE CALLAGHAN	Instructor - Salsa Dance Workshop 7/1	08/13/2026	79960	140.00	
			Vendor Subtotal:		140.00	
100-4007-5107-00	GAYLENE CASCIONE	Instructor - Parent & Me Dance 6/26 -	08/20/2026	80051	857.50	
			Vendor Subtotal:		857.50	
100-4007-5107-00	CHERYL LEV	Instructor - Music Together 6/17 - 8/5/	08/20/2026	80071	840.00	
			Vendor Subtotal:		840.00	
100-4007-5107-00	THE MINDRY LLC	Instructor - Reiki Soundbath 7/16/26	08/13/2026	79977	300.00	
			Vendor Subtotal:		300.00	
100-4007-5107-00	ROUND STAR WEST LLC	Instructor - Soccer Ages 1-2; 6/24-8/1:	08/20/2026	80080	490.00	
100-4007-5107-00	ROUND STAR WEST LLC	Instructor - Soccer Ages 3-6; 6/24-8/1:	08/20/2026	80080	490.00	
100-4007-5107-00	ROUND STAR WEST LLC	Instructor - Soccer Ages 1-2; 6/21-8/9/	08/20/2026	80080	1,715.00	
100-4007-5107-00	ROUND STAR WEST LLC	Instructor - Soccer Ages 2-3; 6/24-8/1:	08/20/2026	80080	490.00	
			Vendor Subtotal:		3,185.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4007-5107-00	TALENTNOOK INC	Instructor - Science Workshop 8/2/26	08/20/2026	80083	350.00	
		Vendor Subtotal:			350.00	
100-4007-6160-00	BRIAN SHORE	Banners - Parent & Me Summer	06/30/2026	80007	262.88	000004684
		Vendor Subtotal:			262.88	
100-4007-6160-00	US BANK	CS-8795 NCSI - Background Checks (	08/25/2026	80088	92.50	
		Vendor Subtotal:			92.50	
100-4008-5107-00	HELEN H CAMPANELLA	Instructor - Painting with Helen 7/22/2	08/13/2026	79961	250.00	
		Vendor Subtotal:			250.00	
100-4008-5107-00	MARSHA COOPER	Instructor - Stretch & Strength - Jul '2(	08/20/2026	80054	715.00	
		Vendor Subtotal:			715.00	
100-4008-5107-00	JACKLINE DANESHRAD	Instructor - Cardio Salsa - Jul '26	08/20/2026	80057	845.00	
		Vendor Subtotal:			845.00	
100-4008-5107-00	LAURA DEMIERI FERCANO	Instructor - Choir - Jun '26	06/30/2026	80001	360.00	
100-4008-5107-00	LAURA DEMIERI FERCANO	Instructor - Choir - Jul '26	08/20/2026	80059	360.00	
		Vendor Subtotal:			720.00	
100-4008-5107-00	MICHAEL ANTHONY MANFREDO	Instructor - Yoga/Thai Chi - Jul '26	08/20/2026	80073	330.00	
		Vendor Subtotal:			330.00	
100-4008-5107-00	JUDY MERRICK	Instructor - Relax Through Coloring -	08/20/2026	80075	180.00	
		Vendor Subtotal:			180.00	
100-4008-5107-00	SVETLANA MRIL	Instructor - Dutch Paint Pour 7/14/26	08/13/2026	79978	250.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			250.00	
100-4008-5107-00	SHEILA ROSENTHAL	Instructor - Knitting - Jul '26	08/20/2026	80079	360.00	
		Vendor Subtotal:			360.00	
100-4008-5205-00	UNITED STATES POST OFFICE	FY26/27 - USPS Senior Newsletter	08/13/2026	79989	4,000.00	000004754
		Vendor Subtotal:			4,000.00	
100-4008-5300-00	US BANK	CS-1563 360Training.com - Food Han	08/25/2026	80088	7.49	
		Vendor Subtotal:			7.49	
100-4008-5330-00	US BANK	CS-1563 MPLC - Movie License - An	08/25/2026	80088	543.09	
		Vendor Subtotal:			543.09	
100-4008-6160-00	US BANK	CS-1563 Sr Center - Supplies	08/25/2026	80088	949.72	
		Vendor Subtotal:			949.72	
100-4008-6175-00	VALET PARKING PROS LLC	Sr Excursion - Ventura Harbor 8/26/26	08/20/2026	80086	1,200.00	
		Vendor Subtotal:			1,200.00	
100-4008-6176-00	FLOWERS HOTEL GROUP INC	Sr Excursion - Hollywood Food & Cul	08/13/2026	79976	1,105.00	
		Vendor Subtotal:			1,105.00	
100-4010-4210-00	State of California PR Taxes	Unemployment Expenses-Apr-Jun'26	08/13/2026	0	85.00	
		Vendor Subtotal:			85.00	
100-4010-5100-00	ENHANCED LANDSCAPE MANA	City Parks Landscape Maint/Liners - J	08/20/2026	80058	26,800.01	000004317
		Vendor Subtotal:			26,800.01	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4010-5100-00	ULTIMATE MAINTENANCE SER	City Hall Extra Cleaning - Restrooms	08/13/2026	79988	800.00	
100-4010-5100-00	ULTIMATE MAINTENANCE SER	City Parks Janitorial Svcs - Jul '26	08/13/2026	79988	3,346.00	000004018
		Vendor Subtotal:			4,146.00	
100-4010-5121-00	ENHANCED LANDSCAPE MANA	Triangle Median/Civic Ctr/Malibu Cyı	06/30/2026	80091	1,600.00	
100-4010-5121-00	ENHANCED LANDSCAPE MANA	Malibu Cyn Median - Maint	06/30/2026	80091	800.00	
		Vendor Subtotal:			2,400.00	
100-4010-5130-00	ENHANCED LANDSCAPE MANA	Las Flores - Tree Limb Removal	06/30/2026	80091	1,440.00	
		Vendor Subtotal:			1,440.00	
100-4010-5130-00	US BANK	CS-2481 Roadside Lumber - Bluffs Qı	08/25/2026	80088	20.18	
		Vendor Subtotal:			20.18	
100-4010-5610-00	MOSSER PLUMBING & HEATINC	Trancas - Monthly Septic Maint - Apr/	06/30/2026	80005	600.00	
		Vendor Subtotal:			600.00	
100-4010-5610-00	US BANK	CS-2481 Amazon - Key Blanks	08/25/2026	80088	27.00	
		Vendor Subtotal:			27.00	
100-4010-5640-00	CAL-COAST MACHINERY INC	Gator Maintenance	06/30/2026	80089	197.00	
		Vendor Subtotal:			197.00	
100-4010-5710-00	US BANK	CS-1673 SoCal Sanitation LLC - Portı	08/25/2026	80088	1,367.40	
		Vendor Subtotal:			1,367.40	
100-4010-5721-00	FRONTIER CALIFORNIA INC	Trancas Septic Credit - Aug '26	08/19/2026	80101	-48.29	
		Vendor Subtotal:			-48.29	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4010-5721-00	CHARTER COMMUNICATIONS H	Bluffs Park Security Cameras - Jul '26	08/13/2026	79983	1,639.23	
		Vendor Subtotal:			1,639.23	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	Bluffs Park Lift Station - Jun '26	08/13/2026	79982	128.46	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	PCH Median - Jun '26	08/13/2026	79982	14.77	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	Rambla Pacifico - Jun '26	08/13/2026	79982	14.67	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	PCH Median - Jun '26	08/13/2026	79982	801.47	
		Vendor Subtotal:			959.37	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Irrigation Trancas 5/18-7/16/2(	08/13/2026	79971	4,331.90	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Irrigation Broad Beach 5/19-7/	08/13/2026	79971	108.74	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Las Flores 6/11-8/12/26 Acct#	06/30/2026	80092	2,566.03	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Las Flores 6/11-8/12/26 Acct#	06/30/2026	80092	256.10	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Las Flores 6/11-8/12/26 Acct#	06/30/2026	80092	612.28	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Bluffs 5/26-7/23/26 Acct#296(	06/30/2026	80092	236.28	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Bluffs 5/26-7/23/26 Acct#291(	06/30/2026	80092	1,314.50	
100-4010-5723-00	LA CO MALIBU TREASURER-WA	Water - Charmlee 5/18-7/16/26 Acct#2	06/30/2026	80092	543.70	
		Vendor Subtotal:			9,969.53	
100-4010-5725-00	GI INDUSTRIES	Garbage - Bluffs/Equestrian - Aug '26	08/20/2026	80062	1,239.63	
100-4010-5725-00	GI INDUSTRIES	Garbage - Charmlee - Aug '26 Acct#2:	08/20/2026	80062	273.09	
		Vendor Subtotal:			1,512.72	
100-4010-6160-00	BRIAN SHORE	Signs - Dog Leash at Parks	08/20/2026	80084	199.99	000004684
		Vendor Subtotal:			199.99	
100-4010-6400-00	US BANK	CS-2481 Keen Footwear - Work Boots	08/25/2026	80088	226.03	
100-4010-6400-00	US BANK	CS-7433 Dickies - Work Pants - Maint	08/25/2026	80088	330.54	
100-4010-6400-00	US BANK	CS-2481 Dickies - Work Pants - Sr Ma	08/25/2026	80088	306.60	
		Vendor Subtotal:			863.17	
100-4010-7300-00	US BANK	CS-2169 Container Alliance - Bluffs P	08/25/2026	80088	5,000.00	
100-4010-7300-00	US BANK	CS-1673 Container Alliance - Bluffs P	08/25/2026	80088	1,262.91	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			6,262.91	
100-4011-5107-00	US BANK	CS-8795 Funflicks - CineMalibu 7/22/	08/25/2026	80088	668.93	
		Vendor Subtotal:			668.93	
100-4011-6160-00	US BANK	CS-8164 CineMalibu - Licenses/Suppl	08/25/2026	80088	2,476.87	
		Vendor Subtotal:			2,476.87	
100-4012-5107-00	ULTIMATE MAINTENANCE SER\	Art Exhibit Janitorial Svcs 5/17/26	06/30/2026	80008	275.00	
		Vendor Subtotal:			275.00	
100-4012-6160-00	BRIAN SHORE	Labels - Carving Canvas Art	08/20/2026	80084	183.53	000004684
		Vendor Subtotal:			183.53	
100-4012-6160-00	US BANK	CS-8795 Fabulous Events - Damage W	08/25/2026	80088	10.97	
100-4012-6160-00	US BANK	CS-1563 Ralphs - Park Performance S	08/25/2026	80088	17.78	
100-4012-6160-00	US BANK	CS-8164 HobbyLobby/Ralphs - Carvii	08/25/2026	80088	9.93	
100-4012-6160-00	US BANK	CS-2169 Amazon - Art Exhibit Suppli	08/25/2026	80088	64.63	
100-4012-6160-00	US BANK	CS-8795 Amazon - Carving Canvas Si	08/25/2026	80088	135.96	
100-4012-6160-00	US BANK	CS-8795 Fabulous Events - Carving C	08/25/2026	80088	280.20	
		Vendor Subtotal:			519.47	
100-7001-5300-00	US BANK	CM-3100 Reimb - CA Contract Cities	08/25/2026	80088	-1,000.00	
100-7001-5300-00	US BANK	CM-3100 Southwest/CalCtities - '26 C	08/25/2026	80088	535.80	
		Vendor Subtotal:			-464.20	
100-7001-6160-00	US BANK	CC-2343 Amazon - Council Chamber	08/25/2026	80088	138.85	
100-7001-6160-00	US BANK	CM-3100 PitaBu/John's Garden - Cou	08/25/2026	80088	350.64	
		Vendor Subtotal:			489.49	
100-7002-5100-00	MAP COMMUNICATIONS INC	Live Telephone Answering Svcs - Aug	08/17/2026	80009	269.75	000004376

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			269.75	
100-7002-5100-00	PEGASUS STUDIOS	Video Broadcast Svcs - Jul '26	08/17/2026	80022	7,620.00	000004427
		Vendor Subtotal:			7,620.00	
100-7002-5100-00	TRIPEPI SMITH & ASSOCIATES	General Communication Svcs - Throu	08/19/2026	80110	800.25	000004457
		Vendor Subtotal:			800.25	
100-7002-5401-00	US BANK	CM-1480 Facebook - Ads for City Ev	08/25/2026	80088	236.44	
		Vendor Subtotal:			236.44	
100-7002-6160-00	US BANK	CM-6076 Amazon - Broadcast Room	08/25/2026	80088	149.47	
		Vendor Subtotal:			149.47	
100-7002-6165-00	US BANK	CM-1480 Linktree - Social Media "Li	08/25/2026	80088	144.00	
		Vendor Subtotal:			144.00	
100-7002-6170-00	US BANK	CM-1480 Amazon - Ribbon Cutting S	08/25/2026	80088	16.03	
		Vendor Subtotal:			16.03	
100-7002-7600-00	US BANK	CM-6076 Broadcast Room Equipment	08/25/2026	80088	385.45	
100-7002-7600-00	US BANK	CM-6076 Harbor Freight - Broadcast I	08/25/2026	80088	200.66	
		Vendor Subtotal:			586.11	
100-7003-4210-00	State of California PR Taxes	Unemployment Expenses-Apr-Jun'26	08/13/2026	0	1,743.00	
		Vendor Subtotal:			1,743.00	
100-7003-5100-00	KOSMONT & ASSOCIATES INC	Economic/Funding Advisory Svcs - Ju	08/19/2026	80104	4,772.30	000004501

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			4,772.30	
100-7003-5100-01	CRUZ STRATEGIES LLC	SMMUSD Separation Lobbying Svcs	08/17/2026	80014	10,000.00	000004647
100-7003-5100-01	CRUZ STRATEGIES LLC	SMMUSD Separation Lobbying Svcs	08/19/2026	80099	10,000.00	000004647
		Vendor Subtotal:			20,000.00	
100-7003-6160-00	US BANK	CM-0521 Cafe Habana - Caltrans Mee	08/25/2026	80088	151.09	
100-7003-6160-00	US BANK	CM-3100 Lands End - CM Jacket	08/25/2026	80088	88.09	
		Vendor Subtotal:			239.18	
100-7007-5205-00	FEDEX	Postage - Election Papers	08/19/2026	80100	136.16	
100-7007-5205-00	FEDEX	Postage - Election Papers	08/19/2026	80100	88.55	
		Vendor Subtotal:			224.71	
100-7007-5205-00	US BANK	CC-2343 Fedex - Election Resolution	08/25/2026	80088	43.16	
		Vendor Subtotal:			43.16	
100-7007-5330-00	US BANK	CC-2343 CMCA - Annual Membershi	08/25/2026	80088	300.00	
		Vendor Subtotal:			300.00	
100-7007-6120-00	NETFILE INC	Reissue CK 79588 FY 26/27 Campaig	08/19/2026	80107	4,500.00	
		Vendor Subtotal:			4,500.00	
100-7021-5100-00	CONSTANT AND ASSOCIATES IN	EOC IMT Tabletop Exercise - Jul '26	08/17/2026	80015	7,373.19	000004757
100-7021-5100-00	CONSTANT AND ASSOCIATES IN	City Evacuation Plan Update - Jul '26	08/17/2026	80015	23,926.45	000004610
		Vendor Subtotal:			31,299.64	
100-7021-5100-00	STEVEN GUTIERREZ	Parking Enforcement Hearings	08/14/2026	79993	500.00	000004374
		Vendor Subtotal:			500.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7021-5122-00	LAZ KARP ASSOCIATES LLC	Parking Enforcement - Jul '26	08/19/2026	80105	46,323.33	000004318
			Vendor Subtotal:		46,323.33	
100-7021-5640-00	LASER TECHNOLOGY INC	Sheriff Equipment - Lidar Repair	06/30/2026	80004	270.00	
			Vendor Subtotal:		270.00	
100-7021-5640-00	SOUTHERN CALIFORNIA EDISO	Tier - Jun '26	08/13/2026	79982	159.57	
			Vendor Subtotal:		159.57	
100-7021-5721-00	AT&T MOBILITY	Phone Lines - EOC/PS 7/2 - 8/1/26	08/19/2026	80094	132.95	
			Vendor Subtotal:		132.95	
100-7021-5721-00	FRONTIER CALIFORNIA INC	Disaster, Tier, E911 Credit - Aug '26	08/19/2026	80101	-98.88	
			Vendor Subtotal:		-98.88	
100-7021-5721-00	REMOTE SATELLITE SYSTEMS I	Satellite Phones - Sep '26	08/17/2026	80025	268.00	
			Vendor Subtotal:		268.00	
100-7021-5721-00	US BANK	IS-6901 Starlink - CH/PS/VOP	08/25/2026	80088	1,060.00	
			Vendor Subtotal:		1,060.00	
100-7021-6120-00	COUNTY OF LOS ANGELES LA-R	Radio Subscription - Jul '26	08/17/2026	80021	960.00	000004646
			Vendor Subtotal:		960.00	
100-7021-6120-00	US BANK	PS-3241 ChatGPT/Veribook - Monthly	08/25/2026	80088	44.31	
			Vendor Subtotal:		44.31	
100-7021-6160-00	US BANK	PS-8271 Ralphs - EOC-IMT Training	08/25/2026	80088	96.86	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7021-6160-00	US BANK	IS-6901 DirectTV - EOC/PS	08/25/2026	80088	233.98	
100-7021-6160-00	US BANK	PS-3241 CERT Supplies	08/25/2026	80088	1,060.68	
		Vendor Subtotal:			1,391.52	
100-7054-5100-00	HDL COREN & CONE	Property Tax Svcs - Jul to Sep '26	08/17/2026	80020	3,657.50	000004704
		Vendor Subtotal:			3,657.50	
100-7054-5300-00	US BANK	AS-6486 Amazon - '26 CalPERS Conf	08/25/2026	80088	319.00	
		Vendor Subtotal:			319.00	
100-7054-6120-00	SPRINGBROOK HOLDING COMF	YR 1 Springbrook Subscriptions 7/1/2	08/20/2026	80044	61,182.61	000004758
		Vendor Subtotal:			61,182.61	
100-7054-6160-00	US BANK	AS-6486 Amazon - ACH Stamp	08/25/2026	80088	81.04	
		Vendor Subtotal:			81.04	
100-7058-5100-00	MONJARAS AND WISMEYER GR	Accommodation Meeting 6/26 - 7/27/2	08/14/2026	79995	1,540.00	
		Vendor Subtotal:			1,540.00	
100-7058-5300-00	US BANK	HR-5582 Calpers - Pathways for Wom	08/25/2026	80088	269.00	
		Vendor Subtotal:			269.00	
100-7058-5320-00	PAIGE S APAR	Fingerprinting - New Employees (3)	08/20/2026	80072	165.00	
		Vendor Subtotal:			165.00	
100-7058-5320-00	MAERLY LLC	Background Check (1)	08/14/2026	79994	875.00	
		Vendor Subtotal:			875.00	
100-7058-5320-00	SCOTT ROBSON	Reimb - Travel Expenses	08/13/2026	79981	500.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			500.00	
100-7058-5320-00	US BANK	HR-5582 Recruitment Expenses	08/25/2026	80088	862.54	
100-7058-5320-00	US BANK	HR-3834 Recruitment Expenses	08/25/2026	80088	363.16	
100-7058-5320-00	US BANK	CM-1480 Linkedin - Recruitment Ads	08/25/2026	80088	576.91	
		Vendor Subtotal:			1,802.61	
100-7058-6170-00	US BANK	HR-3834 Smart&Final - Staff July Bd:	08/25/2026	80088	74.95	
100-7058-6170-00	US BANK	CM-1480 Smart&Final/Costco - ACM	08/25/2026	80088	364.27	
100-7058-6170-00	US BANK	CM-6076 Whole Foods - Staff Event 7	08/25/2026	80088	50.72	
100-7058-6170-00	US BANK	CM-3100 Ralphs - Staff July Bdays 7/	08/25/2026	80088	34.66	
		Vendor Subtotal:			524.60	
100-7059-5205-00	US BANK	HR-3834 USPS - Postage	08/25/2026	80088	157.55	
		Vendor Subtotal:			157.55	
100-7059-5640-00	XEROX CORPORATION	CDD - Xerox Meter Read C8230H2 6/	08/17/2026	80037	39.94	
		Vendor Subtotal:			39.94	
100-7059-5720-00	ACCESS INFORMATION INTERM	Offsite Records Svcs - Aug '26	08/19/2026	80093	2,972.97	000003532
		Vendor Subtotal:			2,972.97	
100-7059-5721-00	FRONTIER CALIFORNIA INC	Bluffs Park 2nd Wifi - Aug '26	08/17/2026	80018	238.17	
100-7059-5721-00	FRONTIER CALIFORNIA INC	Bluffs Park Wifi 7/17 - 8/16/26	08/17/2026	80018	154.60	
100-7059-5721-00	FRONTIER CALIFORNIA INC	Misc Phones - Aug '26	08/19/2026	80101	323.01	
		Vendor Subtotal:			715.78	
100-7059-5721-00	GRANITE TELECOMMUNICATIC	Elevator, Alarm, Voice Lines - Aug '2(	08/19/2026	80102	406.06	
		Vendor Subtotal:			406.06	
100-7059-5721-00	T-MOBILE USA INC	Phone/Tablets 6/21 - 7/20/26	08/17/2026	80029	1,282.55	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,282.55	
100-7059-5721-00	VERIZON WIRELESS SERVICES I	Cell Phone Svc 6/24 - 7/23/26	08/13/2026	79990	7,775.76	
		Vendor Subtotal:			7,775.76	
100-7059-5800-00	QUADIENT LEASING USA INC	Postage Meter Leasing 5/30 - 8/29/26	08/17/2026	80024	1,008.60	
		Vendor Subtotal:			1,008.60	
100-7059-5800-00	US BANK NATIONAL ASSOCIATI	Toshiba Leases 7/15 - 8/15/26	08/17/2026	80030	3,520.57	
		Vendor Subtotal:			3,520.57	
100-7059-5800-00	WILLIAMS SCOTSMAN INC	MCLE Restroom Trailer - Toilet 8/5 -	08/14/2026	79997	8,522.51	
100-7059-5800-00	WILLIAMS SCOTSMAN INC	MCLE Restroom Trailer - Tank 8/4 - 8	08/17/2026	80036	1,036.35	
100-7059-5800-00	WILLIAMS SCOTSMAN INC	Temp Office Trailer 7/28 - 8/27/26	08/17/2026	80036	2,844.04	
		Vendor Subtotal:			12,402.90	
100-7059-6160-00	EARTH PRINT INC	Business Cards - City Staff	08/20/2026	80055	154.17	000004679
		Vendor Subtotal:			154.17	
100-7059-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Non Departmental	08/13/2026	79984	771.64	
		Vendor Subtotal:			771.64	
100-7059-6160-00	US BANK	HR-3834 Amazon - City Hall Supplies	08/25/2026	80088	64.29	
100-7059-6160-00	US BANK	IS-6901 Amazon/Intuit - Toner/Light I	08/25/2026	80088	2,345.00	
		Vendor Subtotal:			2,409.29	
100-7059-7600-00	US BANK	PW-7465 Flexspot - Standing Desks (2	08/25/2026	80088	1,135.56	
		Vendor Subtotal:			1,135.56	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Section 1: 100		402,284.66	
101-0000-3410-00	MARJORY BOETHING	Ref - Application Withdrawl TN 26-02	08/20/2026	80050	322.50	
			Vendor Subtotal:		322.50	
101-0000-3410-00	DAVID KORAL	Palisades Fee Waiver TNPF 26-229/23	08/20/2026	80065	1,246.92	
			Vendor Subtotal:		1,246.92	
101-0000-3410-01	MARJORY BOETHING	Ref - Application Withdrawl TN 26-02	08/20/2026	80050	53.75	
			Vendor Subtotal:		53.75	
101-0000-3410-01	DAVID KORAL	Palisades Fee Waiver TNPF 26-229/23	08/20/2026	80065	161.25	
			Vendor Subtotal:		161.25	
101-0000-3410-01	JOSEPH LEZAMA	Ref - Incorrect Fees IPC 26-0308	08/13/2026	79973	53.75	
			Vendor Subtotal:		53.75	
101-0000-3411-00	JOSEPH LEZAMA	Ref - Incorrect Fees IPC 26-0308	08/13/2026	79973	21,930.00	
			Vendor Subtotal:		21,930.00	
101-0000-3412-00	DAVID KORAL	Palisades Fee Waiver TNPF 26-229/23	08/20/2026	80065	1,179.00	
			Vendor Subtotal:		1,179.00	
101-0000-3415-00	DAVID KORAL	Palisades Fee Waiver TNPF 26-229/23	08/20/2026	80065	215.00	
			Vendor Subtotal:		215.00	
101-0000-3419-00	DAVID KORAL	Palisades Fee Waiver TNPF 26-229/23	08/20/2026	80065	95.92	
			Vendor Subtotal:		95.92	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-0000-3419-00	JOSEPH LEZAMA	Ref - Incorrect Fees IPC 26-0308	08/13/2026	79973	637.83	
		Vendor Subtotal:			637.83	
101-0000-3421-00	MARJORY BOETHING	Ref - Application Withdrawl TN 26-02	08/20/2026	80050	200.00	
		Vendor Subtotal:			200.00	
101-0000-3421-00	CLOUT SOLAR INC	Ref - Application Withdrawal OCGM	08/20/2026	80053	200.00	
		Vendor Subtotal:			200.00	
101-0000-3421-00	FORDSON INC	Ref - CEQA Fee Reduction CDP 26-0(	08/20/2026	80060	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	DAVID KORAL	Palisades Fee Waiver TNPF 26-229/23	08/20/2026	80065	200.00	
		Vendor Subtotal:			200.00	
101-0000-3421-00	KAREN & RON VERHAM	Ref - CEQA Fee Reduction APR 25-0:	08/20/2026	80087	50.00	
		Vendor Subtotal:			50.00	
101-2001-5100-00	CIVIC SOLUTIONS INC	Contract Planning Svcs - Jul '26	08/17/2026	80011	24,433.75	000004413
		Vendor Subtotal:			24,433.75	
101-2001-5100-00	COURTNEY JEAN MCCAMMON	City Proj Biologist - Jul '26	08/20/2026	80038	1,050.00	000004442
		Vendor Subtotal:			1,050.00	
101-2001-5100-00	CALIFORNIA COASTAL WORKS	Planning Svcs - Jul '26	08/19/2026	80097	3,481.00	000004395
101-2001-5100-00	CALIFORNIA COASTAL WORKS	3700 La Paz - Jul '26	08/19/2026	80097	501.50	000004397
		Vendor Subtotal:			3,982.50	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-5100-00	ALLISON COOK	Planning Svcs - Jul '26	08/20/2026	80039	7,218.75	000004394
		Vendor Subtotal:			7,218.75	
101-2001-5100-00	HARPER & BURNS LLP	Wireless Hearing Officer - Jul '26	08/19/2026	80103	6,726.00	000004759
		Vendor Subtotal:			6,726.00	
101-2001-5100-00	LORRIE FEINBERG	DB Updates - Planning - Jul '26	08/20/2026	0	5,685.00	000004147
		Vendor Subtotal:			5,685.00	
101-2001-5100-00	MARINA SEK	Contract Planning - Jul '26	08/20/2026	80042	13,113.17	000004360
		Vendor Subtotal:			13,113.17	
101-2001-5100-01	COURTNEY JEAN MCCAMMON	Contract Biologist - Jul '26	08/20/2026	80038	4,622.00	000004442
		Vendor Subtotal:			4,622.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 6300 Ramirez Canyon	08/13/2026	79970	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 24611 Plover Way - AI	08/20/2026	80068	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 6728 Zumirez Dr - AC	08/20/2026	80066	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 21222 Pacific Coast Hv	08/20/2026	80067	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 22800 Pacific Coast Hv	08/20/2026	80069	25.00	
		Vendor Subtotal:			125.00	
101-2001-5300-00	APA CALIFORNIA CONFERENCE	APA - '26 Conference - CDD (12)	08/20/2026	80047	8,400.00	
		Vendor Subtotal:			8,400.00	
101-2001-5330-00	US BANK	CDD-5265 APA - Annual - Deputy CI	08/25/2026	80088	114.00	
101-2001-5330-00	US BANK	CDD-0241 APA - Yearly Membership	08/25/2026	80088	671.80	
		Vendor Subtotal:			785.80	
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	08/20/2026	80055	547.72	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	08/20/2026	80055	394.43	000004679

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	08/20/2026	80055	514.38	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	08/20/2026	80055	304.37	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	08/20/2026	80055	1,029.56	000004679
		Vendor Subtotal:			2,790.46	
101-2001-6120-00	US BANK	CDD-5265 Zoom - Monthly	08/25/2026	80088	16.71	
		Vendor Subtotal:			16.71	
101-2001-6160-00	US BANK	CDD-5265 APA - Planning Nominatio	08/25/2026	80088	95.00	
101-2001-6160-00	US BANK	CDD-7736 Amazon - Office Supplies	08/25/2026	80088	122.51	
		Vendor Subtotal:			217.51	
101-2001-6400-00	US BANK	CDD-0241 Lands End - Staff Uniform	08/25/2026	80088	3,378.81	
		Vendor Subtotal:			3,378.81	
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Coastal Engr Reviews - Jul '26	08/19/2026	80098	2,721.00	000004760
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Geotech Reviews - Jul '26	08/19/2026	80098	21,620.00	000004760
		Vendor Subtotal:			24,341.00	
101-2004-5100-00	LORRIE FEINBERG	DB Updates - Building Safety - Jul '26	08/20/2026	0	6,798.75	000004147
		Vendor Subtotal:			6,798.75	
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Bldg Permit Tech - Jul '26	08/19/2026	80111	27,450.00	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Plan Check - Jul '26	08/19/2026	80111	7,371.30	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Bldg Inspector - Jul '26	08/19/2026	80111	3,315.00	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Onsite Plans Exam - Jul '26	08/19/2026	80111	20,637.50	000004398
		Vendor Subtotal:			58,773.80	
101-2004-6160-00	US BANK	CDD-7736 Amazon - Office Supplies	08/25/2026	80088	312.63	
		Vendor Subtotal:			312.63	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2004-6400-00	US BANK	CDD-0241 Lands End - Staff Uniform	08/25/2026	80088	1,085.46	
		Vendor Subtotal:			1,085.46	
101-2010-5100-00	COTTON SHIRES & ASSOCIATES	EH Reviews - Jul '26	08/19/2026	80098	11,177.00	000004760
		Vendor Subtotal:			11,177.00	
101-2012-5300-00	US BANK	PS-3241 CodeComply '26 Conference	08/25/2026	80088	2,540.92	
		Vendor Subtotal:			2,540.92	
101-3003-5100-00	CITY OF LOS ANGELES TREASU	FY 26/27 Santa Monica Bay TMDL M	08/17/2026	80010	39,145.49	000003924
		Vendor Subtotal:			39,145.49	
101-3003-5100-00	RINCON CONSULTANTS INC	On-Call Environmental Svcs - Jul '26	08/20/2026	80041	44,441.25	000004337
		Vendor Subtotal:			44,441.25	
101-3003-5100-02	TETRA TECH INC	CIMP Monitoring 7/1 - 7/26/26	08/19/2026	80109	46,956.10	000003028
		Vendor Subtotal:			46,956.10	
101-3003-6120-00	US BANK	PW-9405 Canva - Membership	08/25/2026	80088	144.00	
		Vendor Subtotal:			144.00	
101-3003-6400-00	US BANK	PW-9405 Lands End - Env. Health Un	08/25/2026	80088	31.98	
101-3003-6400-00	US BANK	PW-9405 Lands End - Env. Health Un	08/25/2026	80088	329.21	
101-3003-6400-00	US BANK	PW-9405 Lands End - Env. Health Un	08/25/2026	80088	253.22	
101-3003-6400-00	US BANK	PW-9405 Lands End - Env. Health Un	08/25/2026	80088	63.83	
		Vendor Subtotal:			678.24	
		Subtotal for Section 1: 101			345,536.02	
102-3002-5100-00	LORRIE FEINBERG	DB Updates - Woolsey Fire - Jul '26	08/20/2026	0	33.75	000004147

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			33.75	
102-3002-5100-01	COURTNEY JEAN MCCAMMON	WF Biologist - Jul '26	08/20/2026	80038	3,136.00	000004442
		Vendor Subtotal:			3,136.00	
102-3002-5100-03	COTTON SHIRES & ASSOCIATES	WF EH Reviews - Jul '26	08/19/2026	80098	3,994.25	000004760
102-3002-5100-03	COTTON SHIRES & ASSOCIATES	WF Geotech Reviews - Jul '26	08/19/2026	80098	9,054.50	000004760
		Vendor Subtotal:			13,048.75	
102-3102-5100-00	TRIPEPI SMITH & ASSOCIATES	Palisades Fire Communication Svcs - .	08/17/2026	80031	2,365.50	000004457
102-3102-5100-00	TRIPEPI SMITH & ASSOCIATES	Palisades Fire Communications - Thro	08/19/2026	80110	28.75	000004457
		Vendor Subtotal:			2,394.25	
102-3102-5100-00	ULTIMATE MAINTENANCE SER	Rebuild Ctr Janitorial Svcs - Aug '26	08/17/2026	80032	1,900.00	000004465
		Vendor Subtotal:			1,900.00	
102-3102-5100-02	CASSWELL CONSULTING INC	PF Planning Svcs - Jul '26	08/19/2026	80095	1,800.00	000004690
		Vendor Subtotal:			1,800.00	
102-3102-5100-02	CALIFORNIA COASTAL WORKS	PF Recovery/Rebuild Planning Svcs 6.	08/19/2026	80097	24,945.50	000004718
		Vendor Subtotal:			24,945.50	
102-3102-5100-02	LORRIE FEINBERG	Palisades Fire Data Mgmt - Jul '26	08/20/2026	0	525.00	000004681
		Vendor Subtotal:			525.00	
102-3102-5100-02	MICHAEL BAKER INTERNATION	PF Recovery Contract Planning - Jul '2	08/19/2026	80106	20,880.00	000004707
		Vendor Subtotal:			20,880.00	
102-3102-5100-02	MARINA SEK	Palisades Fire Contract Planning - Jul '	08/19/2026	0	15,000.00	000004682

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			15,000.00	
102-3102-5100-03	4LEAF INC	PF Geotech Reviews - Apr '26	06/30/2026	79998	52,594.30	000004740
		Vendor Subtotal:			52,594.30	
102-3102-5100-03	MOFFATT & NICHOL	PF Recovery Coastal Engr Review - T	08/20/2026	80040	22,157.62	000004722
		Vendor Subtotal:			22,157.62	
102-3102-5100-03	RINCON CONSULTANTS INC	PF Response & Recovery - Jul '26	08/19/2026	80108	1,132.00	000004717
		Vendor Subtotal:			1,132.00	
102-3102-5107-00	CITY OF ROLLING HILLS ESTAT	Rolling Hills Est - '25PF MutualAid J.	06/30/2026	80006	1,000.62	
102-3102-5107-00	CITY OF ROLLING HILLS ESTAT	Rolling Hills Est - '25PF MutualAid A	06/30/2026	80006	2,445.50	
		Vendor Subtotal:			3,446.12	
102-3102-5300-00	CITY OF ROLLING HILLS ESTAT	Rolling Hills Est - '25PF MutualAid J.	06/30/2026	80006	74.20	
102-3102-5300-00	CITY OF ROLLING HILLS ESTAT	Rolling Hills Est - '25PF MutualAid A	06/30/2026	80006	253.40	
		Vendor Subtotal:			327.60	
102-3102-5640-00	XEROX CORPORATION	Rebuild Ctr - Xerox Meter Read C825	08/17/2026	80037	132.80	
		Vendor Subtotal:			132.80	
102-3102-5710-00	WAVE ENTERPRISES INC	Rebuild Ctr Rent - Sep '26	08/17/2026	80035	15,711.98	000004447
		Vendor Subtotal:			15,711.98	
102-3102-5721-00	FRONTIER CALIFORNIA INC	Phone - Rebuild Ctr 7/26 - 8/25/26	08/13/2026	79966	234.61	
		Vendor Subtotal:			234.61	
102-3102-5721-00	CHARTER COMMUNICATIONS I	Rebuild Ctr Internet - Aug '26 Acct#2	08/17/2026	80028	220.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			220.00	
102-9216-5100-00	COURTNEY JEAN MCCAMMON	Westward Beach Rd Embankment - Ju	08/17/2026	80012	6,300.00	000004726
		Vendor Subtotal:			6,300.00	
102-9225-5100-00	US BANK	PW-9405 eVQ Assesment FY25/26 - (	08/25/2026	80088	250.00	
		Vendor Subtotal:			250.00	
		Subtotal for Section 1: 102			186,170.28	
103-9050-5100-00	ENHANCED LANDSCAPE MANA	City Hall Landscape Maint - Jul '26	08/20/2026	80058	1,127.65	000004317
		Vendor Subtotal:			1,127.65	
103-9050-5100-00	ULTIMATE MAINTENANCE SER'	City Hall Janitorial Svcs - Aug '26	08/20/2026	80085	4,350.00	000004018
		Vendor Subtotal:			4,350.00	
103-9050-5610-00	ANAWALT LUMBER CO INC	City Hall - Supplies	08/20/2026	80046	8.81	
		Vendor Subtotal:			8.81	
103-9050-5610-00	BEAR CONTRACTORS INC	Pre Action Pump Repair 6/25/26	06/30/2026	80000	298.00	
		Vendor Subtotal:			298.00	
103-9050-5610-00	MASTER COOLING CORPORATI(	HVAC Repair	08/20/2026	80074	1,484.96	
		Vendor Subtotal:			1,484.96	
103-9050-5721-00	FRONTIER CALIFORNIA INC	City Hall Fireline Credit - Aug '26	08/19/2026	80101	-55.53	
		Vendor Subtotal:			-55.53	
103-9050-5722-00	SOUTHERN CALIFORNIA EDISO	City Hall - Jun '26	08/13/2026	79982	12,364.19	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			12,364.19	
103-9050-5725-00	GI INDUSTRIES	Garbage - City Hall Green Waste - Au	08/17/2026	80019	82.03	
		Vendor Subtotal:			82.03	
103-9050-6160-00	HD SUPPLY INC	City Hall - Janitorial Supplies	08/13/2026	79968	283.86	
		Vendor Subtotal:			283.86	
103-9050-6160-00	US BANK	PW-7465 Amazon - Supplies	08/25/2026	80088	106.59	
		Vendor Subtotal:			106.59	
103-9050-7300-00	CONEJO WINDOW TINTING	Privacy Tint - ACM Office 7/28/26	08/17/2026	80013	195.00	
		Vendor Subtotal:			195.00	
103-9050-7300-00	GENESIS FLOOR COVERING INC	City Hall - Carpet Repair	08/13/2026	79967	1,706.00	
		Vendor Subtotal:			1,706.00	
		Subtotal for Section 1: 103			21,951.56	
207-3004-5100-00	GI INDUSTRIES	ABOP Events - Jun '26	06/30/2026	80002	3,200.00	000004687
		Vendor Subtotal:			3,200.00	
207-3004-5100-00	SOLID WASTE SOLUTIONS INC	Report/Hauler/Cal Recycle - Jul '26	08/20/2026	80043	6,372.50	000004074
207-3004-5100-00	SOLID WASTE SOLUTIONS INC	SB 1383 Cal Recycle - Jul '26	08/20/2026	80043	323.75	000004074
		Vendor Subtotal:			6,696.25	
207-3004-5100-01	SOLID WASTE SOLUTIONS INC	Dumpster Lid Enforcement - Jul '26	08/20/2026	80043	1,195.00	000004074
		Vendor Subtotal:			1,195.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
207-3004-6160-00	US BANK	PW-9405 4Imprint - Env. Health Supp	08/25/2026	80088	3,243.38	
		Vendor Subtotal:			3,243.38	
		Subtotal for Section 1: 207			14,334.63	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Dist Big Rock - Jun '26	08/13/2026	79982	1,085.74	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Big Rock Inland Pump - Jun '26	08/13/2026	79982	57.76	
		Vendor Subtotal:			1,143.50	
		Subtotal for Section 1: 290			1,143.50	
291-6003-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt dst Malibu Rd - Jun '26	08/13/2026	79982	54.04	
		Vendor Subtotal:			54.04	
		Subtotal for Section 1: 291			54.04	
292-6004-5722-00	SOUTHERN CALIFORNIA EDISO	Calle del Barco - Jun '26	08/13/2026	79982	12.99	
292-6004-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt dist Rambla-Calle - Jun '26	08/13/2026	79982	19.88	
		Vendor Subtotal:			32.87	
		Subtotal for Section 1: 292			32.87	
310-9109-5100-00	KIMLEY-HORN AND ASSOC INC	Las Flores/Rambla Pacifico Intersectic	06/30/2026	80003	53,197.50	000004573
		Vendor Subtotal:			53,197.50	
310-9126-5100-00	US BANK	CM-6076 CIP-9126 - AV Equipment	08/25/2026	80088	1,670.05	
		Vendor Subtotal:			1,670.05	
310-9128-5100-00	EARTH PRINT INC	Postcards - PCH Wastewater Connecti	08/20/2026	80055	1,208.52	000004679
		Vendor Subtotal:			1,208.52	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Section 1: 310		56,076.07	
500-7008-5100-00	ENHANCED LANDSCAPE MANA	Legacy Park Landscape Maint/Liners ·	08/20/2026	80058	17,736.36	000004317
			Vendor Subtotal:		17,736.36	
500-7008-5722-00	SOUTHERN CALIFORNIA EDISO	Legacy Park Lift Station - Jun '26	08/13/2026	79982	1,385.36	
500-7008-5722-00	SOUTHERN CALIFORNIA EDISO	23661 PCH - Jun '26	08/13/2026	79982	856.80	
			Vendor Subtotal:		2,242.16	
500-7008-5725-00	GI INDUSTRIES	Garbage - Ioki Lot - Aug '26 Acct#23-	08/20/2026	80062	179.63	
500-7008-5725-00	GI INDUSTRIES	Garbage - Supercare Pharmacy - Aug '	08/20/2026	80062	215.54	
			Vendor Subtotal:		395.17	
			Subtotal for Section 1: 500		20,373.69	
515-3010-5656-00	RINCON CONSULTANTS INC	CCWTF Water Quality Monitoring - J	08/19/2026	80108	6,481.25	000004135
			Vendor Subtotal:		6,481.25	
515-3010-5722-00	SOUTHERN CALIFORNIA EDISO	CCWWTF - Jun '26	08/13/2026	79982	15,049.90	
515-3010-5722-00	SOUTHERN CALIFORNIA EDISO	Injection Wells/CCWWTF - Jun '26	08/13/2026	79982	396.55	
			Vendor Subtotal:		15,446.45	
515-3010-5724-00	SOUTHERN CALIFORNIA GAS C	CCWTF Gas 7/6 - 8/4/26	08/14/2026	79996	17.26	
			Vendor Subtotal:		17.26	
			Subtotal for Section 1: 515		21,944.96	
601-3005-5722-00	SOUTHERN CALIFORNIA EDISO	Electric Car Charger - Jun '26	08/13/2026	79982	600.93	
			Vendor Subtotal:		600.93	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
601-3005-6120-00	US BANK	PW-8679 Ford - Monthly Fleet GPS	08/25/2026	80088	480.00	
		Vendor Subtotal:			480.00	
601-3005-6330-00	US BANK	CS-7433 Malibu Car Wash - Fleet Car	08/25/2026	80088	85.00	
601-3005-6330-00	US BANK	CDD-7736 Fleet Car Wash - Inspector	08/25/2026	80088	42.95	
601-3005-6330-00	US BANK	PW-8679 Shell - Carwash	08/25/2026	80088	15.00	
601-3005-6330-00	US BANK	CS-2481 Malibu Car Wash - CS Fleet	08/25/2026	80088	300.00	
		Vendor Subtotal:			442.95	
601-3005-6500-00	WRIGHT EXPRESS FSC WEX BAN	Gas Receipts 7/24 - 8/23/26	08/19/2026	80096	1,667.72	
601-3005-6500-00	WRIGHT EXPRESS FSC WEX BAN	Reissue CK 79909 Gas Receipts 7/13 -	08/19/2026	80096	1,522.42	
		Vendor Subtotal:			3,190.14	
601-3005-6500-00	US BANK	PW-8679 Shell - Fleet Fuel	08/25/2026	80088	134.49	
601-3005-6500-00	US BANK	PW-1571 7Eleven - Fleet Fuel	08/25/2026	80088	152.12	
601-3005-6500-00	US BANK	CS-2481 Chevron - Fleet Fuel	08/25/2026	80088	401.01	
601-3005-6500-00	US BANK	CS-7433 Shell - Fleet Fuel	08/25/2026	80088	182.07	
601-3005-6500-00	US BANK	CS-0745 Chevron - Fleet Fuel	08/25/2026	80088	47.79	
601-3005-6500-00	US BANK	CS-1673 Chevron - Fleet Fuel	08/25/2026	80088	199.90	
601-3005-6500-00	US BANK	PW-9093 Shell/Chevron - Fleet Fuel	08/25/2026	80088	297.48	
		Vendor Subtotal:			1,414.86	
		Subtotal for Section 1: 601			6,128.88	
602-7060-4210-00	State of California PR Taxes	Unemployment Expenses-Apr-Jun'26	08/13/2026	0	28.00	
		Vendor Subtotal:			28.00	
602-7060-5100-00	PROGENT CORPORATION	Tech Support - Outlook 7/27 - 7/29/26	08/17/2026	80023	152.40	
		Vendor Subtotal:			152.40	
602-7060-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - G. Jaramillo 7/24/26	08/13/2026	79958	2,224.80	
602-7060-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - G. Jaramillo 7/31/26	08/13/2026	79958	2,308.23	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
602-7060-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - M. Matzka 6/29/26	06/30/2026	79999	533.92	
602-7060-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - G. Jaramillo 8/7/26	08/20/2026	80045	2,224.80	
			Vendor Subtotal:		7,291.75	
602-7060-5300-00	US BANK	IS-9039 Udemy - Sharepoint Training	08/25/2026	80088	35.00	
			Vendor Subtotal:		35.00	
602-7060-5721-00	FRONTIER CALIFORNIA INC	City Hall Internet 7/27 - 8/26/26	08/13/2026	79966	1,605.22	
			Vendor Subtotal:		1,605.22	
602-7060-5721-00	CHARTER COMMUNICATIONS H	City Hall Internet - Aug '26 Acct#256	08/17/2026	80028	1,280.00	
602-7060-5721-00	CHARTER COMMUNICATIONS H	Media Network - Aug '26 Acct#25684	08/17/2026	80028	1,050.00	
602-7060-5721-00	CHARTER COMMUNICATIONS H	Public Network - Aug '26 Acct#26324	08/17/2026	80028	1,335.00	
602-7060-5721-00	CHARTER COMMUNICATIONS H	Rebuild Ctr Cameras - Aug '26 Acct#2	08/17/2026	80028	380.49	
602-7060-5721-00	CHARTER COMMUNICATIONS H	City Hall Cameras - Aug '26 Acct#265	08/17/2026	80028	4,084.71	
			Vendor Subtotal:		8,130.20	
602-7060-5721-00	US BANK	IS-6901 Starlink - IT	08/25/2026	80088	10.00	
			Vendor Subtotal:		10.00	
602-7060-6120-00	US BANK	IS-6901 Computer Software	08/25/2026	80088	13,475.34	
602-7060-6120-00	US BANK	IS-4874 Computer Software	08/25/2026	80088	198.00	
602-7060-6120-00	US BANK	IS-9039 Refund - Grammarly	08/25/2026	80088	-144.00	
			Vendor Subtotal:		13,529.34	
602-7060-6120-00	FLEXENTIAL COLORADO CORP	Server Colocation - Aug '26	08/17/2026	80034	2,850.17	
			Vendor Subtotal:		2,850.17	
602-7060-7400-00	US BANK	IS-6901 Computer Equipment	08/25/2026	80088	346.00	
602-7060-7400-00	US BANK	IS-6901 Computer Equipment	08/25/2026	80088	20,722.46	
602-7060-7400-00	US BANK	IS-6901 Computer Equipment	08/25/2026	80088	215.99	
602-7060-7400-00	US BANK	IS-4874 Amazon - Computer Equipme	08/25/2026	80088	4,543.28	

Docusign Envelope ID: 0B1762F0-6027-8C7C-8042-21CD6CA3565C

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			25,827.73	
602-7060-7500-00	ENVIRONMENTAL SYSTEMS RE	GIS Software 7/30/26 - 7/29/27	08/17/2026	80016	16,000.00	000004321
		Vendor Subtotal:			16,000.00	
		Subtotal for Section 1: 602			75,459.81	
710-0000-2270-12	BROAD BEACH GEOLOGIC HAZ	Ref - BROAD BEACH GEO Security	08/20/2026	80048	50.00	
		Vendor Subtotal:			50.00	
710-0000-2270-12	BRANDON CURRAN	Ref - CURRAN, BRANDON Security	08/20/2026	80056	180.00	
		Vendor Subtotal:			180.00	
710-0000-2270-12	NATALIE DARDEN	Ref - DARDEN, NATALIE Security D	08/13/2026	79963	25.00	
		Vendor Subtotal:			25.00	
710-0000-2270-12	EURO SOCCER TRIPS INC	Ref - FERRER, DAVID Security Dep	08/13/2026	79964	50.00	
		Vendor Subtotal:			50.00	
710-0000-2270-12	EMILY GARCIA	Ref - GARCIA, EMILY Security Dep	08/20/2026	80061	50.00	
		Vendor Subtotal:			50.00	
710-0000-2270-12	MARY MASSETT	Ref - MASSETT, MARY Security De	08/13/2026	79975	50.00	
		Vendor Subtotal:			50.00	
710-0000-2270-12	MEMPHIS MONTAG	Ref - MONTAG, MEMPHIS Security	08/20/2026	80078	250.00	
		Vendor Subtotal:			250.00	
710-0000-2270-12	ADAM TARBELL	Ref - TARBELL, ADAM Security De	08/13/2026	79987	250.00	

Docusign Envelope ID: 0B1762F0-6027-8C7C-8042-21CD6CA3565C

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			250.00	
710-0000-2270-33	FENCE FACTORY	Malibu City Hall Cable Railing Repai	08/17/2026	80017	5,538.78	
		Vendor Subtotal:			5,538.78	
710-0000-2270-44	JOHN STRULOEFF	MLSS - Summer Jubilations Poetry 8/	08/13/2026	79985	300.00	
		Vendor Subtotal:			300.00	
710-0000-2270-44	WILLIAM STRULOEFF	MLSS - Summer Jubilations Poetry 8/	08/13/2026	79986	500.00	
		Vendor Subtotal:			500.00	
710-0000-2270-44	ULTIMATE MAINTENANCE SER	Poetry Summit Janitorial Svcs 5/16/26	06/30/2026	80008	275.00	
		Vendor Subtotal:			275.00	
710-0000-2270-44	US BANK	CS-1563 Ralphs - Summer Jubilations	08/25/2026	80088	35.36	
		Vendor Subtotal:			35.36	
		Subtotal for Section 1: 710			7,554.14	
900-0000-2040-00	CalPERS Retirement	PR Batch 70013.08.2026 PERS EESh	08/13/2026	0	11,889.72	
		Vendor Subtotal:			11,889.72	
900-0000-2040-01	CalPERS Retirement	PR Batch 70013.08.2026 PEPRA ER (	08/13/2026	0	23,743.66	
900-0000-2040-01	CalPERS Retirement	PR Batch 70013.08.2026 PERS ERSh	08/13/2026	0	22,692.35	
		Vendor Subtotal:			46,436.01	
900-0000-2040-02	CalPERS Retirement	PR Batch 70013.08.2026 PEPRA EE (	08/13/2026	0	23,772.52	
		Vendor Subtotal:			23,772.52	

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900-0000-2041-00	US BANK	PR Batch 70013.08.2026 PARS - EE S	08/13/2026	79992	1,374.44	
900-0000-2041-00	US BANK	PR Batch 70013.08.2026 PARS - ER S	08/13/2026	79992	288.17	
		Vendor Subtotal:			1,662.61	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70013.08.2026 457 Retirem	08/13/2026	0	15,191.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70013.08.2026 457 Retirem	08/13/2026	0	3,850.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70013.08.2026 Roth-457 Re	08/13/2026	0	2,238.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70013.08.2026 Roth-457 Re	08/13/2026	0	1,326.75	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70013.08.2026 457 Retirem	08/13/2026	0	4,741.67	
		Vendor Subtotal:			27,347.42	
900-0000-2042-01	EMPOWER RETIREMENT LLC	PR Batch 70013.08.2026 457 Loan Pr	08/13/2026	0	1,242.03	
		Vendor Subtotal:			1,242.03	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70013.08.2026 401 Retirem	08/13/2026	0	625.00	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70013.08.2026 401 Retirem	08/13/2026	0	736.13	
		Vendor Subtotal:			1,361.13	
900-0000-2050-00	Federal Taxes from PR	PR Batch 70013.08.2026 Federal Inco	08/13/2026	0	62,113.57	
		Vendor Subtotal:			62,113.57	
900-0000-2051-00	State of California PR Taxes	PR Batch 70013.08.2026 State Income	08/13/2026	0	25,738.59	
		Vendor Subtotal:			25,738.59	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70013.08.2026 Medicare EE	08/13/2026	0	7,153.08	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70013.08.2026 Medicare ER	08/13/2026	0	7,153.08	
		Vendor Subtotal:			14,306.16	
900-0000-2065-00	STATE OF CALIFORNIA FRANCH	PR Batch 70013.08.2026 Earnings Wi	08/13/2026	79991	150.00	
		Vendor Subtotal:			150.00	

Docusign Envelope ID: 0B1762F0-6027-8C7C-8042-21CD6CA3565C

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Section 1: 900		216,019.76	
			Report Total:		1,375,064.87	

Report Total:	1,375,064.87
Less Electronic AP Proof List 00001.08.2026:	(220,132.15)
Less Electronic AP Proof List 00002.08.2026:	(13,042.50)
Less Electronic AP Proof List 00003.08.2026:	(15,000.00)
Report Total:	1,126,890.22

City Council Meeting
09-14-26
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: September 1, 2026 Meeting date: September 14, 2026

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the February 18, 2026 Special Meeting, the February 23, 2026 Regular Meeting, the March 9, 2026 Regular Meeting, the March 16, 2026 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 February 18, 2026 Special Meeting, the February 23, 2026 Regular Meeting, the March 9, 2026 Regular Meeting, the March 16, 2026 Special Meeting.

ATTACHMENTS:

1. February 18, 2026 Special Meeting
2. February 23, 2026 Regular Meeting
3. March 9, 2026 Regular Meeting
4. March 16, 2026 Special Meeting

MINUTES
MALIBU CITY COUNCIL
SPECIAL MEETING
FEBRUARY 18, 2026
COUNCIL CHAMBERS
2:00 P.M.

MEETING CALL TO ORDER

Mayor Silverstein called the meeting to order at 2:05 p.m.

ROLL CALL

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

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

ABSENT: Councilmember Haylynn Conrad

ALSO PRESENT: Trevor Rusin, Interim City Attorney; Rob DuBoux, Interim City Manager; Kelsey Pettijohn, City Clerk; Yolanda Bundy, Community Development Director; Parker Davis, Media Technician; Christina Muñoz, Deputy City Clerk; Tyler Eaton, Assistant Community Development Director; Rebecca Nelson, Senior Management Analyst; Aakash Shah, Contract Planner

PLEDGE OF ALLEGIANCE

Fred Gaines led the Pledge of Allegiance.

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for the meeting was properly posted on January 16, 2026.

APPROVAL OF AGENDA

MOTION Mayor Pro Tem Uhring moved, and Councilmember Riggins seconded a motion to approve the agenda. The motion carried 4-0, Councilmember Conrad absent.

ITEM 5 ORDINANCES AND PUBLIC HEARINGS

A. Appeal of Planning Commission Resolution No. 24-39 Regarding Coastal Development Permit No. 23-004 (29738 Cuthbert Road, APN 4469-041-011, Owner Malibo LLC, Appellant Charlotte Frieze Jones, for Malibu Park Neighbors Group)
Recommended Action: Either: 1) Adopt Resolution No. 26-05 denying Appeal No. 24-010, determining the project is categorically exempt from the California Environmental Quality Act, and approving Coastal Development Permit-Woolsey Fire No. 23-004, Site Plan Review No. 23-026 and Demolition Permit No. 24-020,

an application to allow for the construction of a 4,620 square-foot addition to a like-for like rebuild of a destroyed single-family residence approved under Planning Verification-Woolsey Fire No. 21-034, enlargement of the existing swimming pool and spa, reconfiguration of the existing driveway, hardscape, landscape, grading, improvements to the existing tennis court; demolition of existing hardscape and landscape, and installation of a new onsite wastewater treatment system (OWTS); including a site plan review for construction of the residence over 18 feet in height not to exceed 24 feet in height located in the Rural Residential-Two acre (RR-2) zoning district at 29738 Cuthbert Road (Malibo LLC); or 2) Direct staff to bring back a resolution consistent with the City Council's decision.

Mayor Silverstein explained procedures for the public hearing.

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

The meeting experienced technical difficulties with Zoom audio. After the technical difficulties were resolved, the item was taken back up by the City Council and the Councilmembers reported disclosures again.

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

Contract Planner Shah presented the staff report.

The Council directed questions to staff.

Mayor Silverstein opened the floor to public comment.

Speakers: Charlotte Frieze

RECESS At 3:43 p.m., the meeting was recessed due to technical difficulties. The meeting resumed at 3:57 p.m. with all Councilmembers present.

Speakers: Charlotte Frieze, Michael Bolour, Janek Dombrowa, Jo Drummond (John Mazza, Colin Drummond, and Jenny Banics deferred time to Jo Drummond), Tiffany Murray, Nell Stephenson (Yves Stephenson deferred time to Nell Stephenson), Kraig Hill, and Lonnie Gordon

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

The Council directed questions to staff, Ms. Frieze, and Ms. Drummond.

Ms. Frieze and Fred Gaines provided rebuttal.

As there were no other speakers present, Mayor Silverstein closed the public comment portion of the public hearing and returned the matter to the table for discussion.

The Council discussed the item.

MOTION Mayor Silverstein moved, and Mayor Pro Tem Uhring seconded a motion to direct staff to bring back a resolution to grant the appeal and deny the application.

The Council discussed the item and directed questions to staff.

Mayor Silverstein opened the floor for the applicant and appellant to address the issue he raised regarding Local Coastal Plan Interpretation #7.

Speakers: Mr. Gaines, Ms. Frieze

Mayor Silverstein returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff.

The question was called, and the motion carried 4-0, Councilmember Conrad absent.

ADJOURNMENT

Mayor Silverstein adjourned the meeting at 6:37 p.m.

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
REGULAR MEETING
FEBRUARY 23, 2026
COUNCIL CHAMBERS
5:30 P.M.

MEETING CALL TO ORDER

Mayor Silverstein called the meeting to order at 4:00 p.m.

ROLL CALL

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

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

PUBLIC COMMENT ON CLOSED SESSION

Mayor Silverstein opened the floor to public comment.

Speakers: Anne K.

RECESS TO CLOSED SESSION

At 4:03 p.m., the Council recessed to Closed Session to discuss the following items listed on the Closed Session agenda:

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

1. Case Name: City's Petition to Form Malibu USD from Territory in the Santa Monica-Malibu USD

2. YIMBY v. Newsom, et al., LASC Case No. 25STCP04761

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

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 Silverstein called the meeting to order at 5:58 p.m.

ROLL CALL

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

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

ALSO PRESENT: Trevor Rusin, Interim City Attorney; Rob DuBoux, Interim City Manager; Christopher Smith, Assistant City Manager; Kelsey Pettijohn, City Clerk; Kristin Riesgo, Community Services Director; Yolanda Bundy, Community Development Director; Susan Dueñas, Public Safety Director; Tatiane Holden, Interim Public Works Director; Greg Kajszo, Assistant to the City Manager; Renee Neermann, Financial Controller; Parker Davis, Media Technician; Jason Lawrence, Deputy City Clerk; Tyler Eaton, Assistant Community Development Director; Farah Stack, Environmental Sustainability Analyst; Brandie Ayala, Senior Management Analyst; and Travis Hart, Deputy Public Works Director.

CLOSED SESSION REPORT

Interim City Attorney Rusin reported that the meeting convened at 4:00 p.m., after which time the City Council recessed to a Closed Session pursuant to Government Code Section 54956.9, with all Councilmembers present. He reported Councilmember Conrad recused herself from one of the anticipated litigation items due to the location of her home. He stated the Council discussed the items on the Closed Session agenda and took no reportable action.

PLEDGE OF ALLEGIANCE

An audience member led the Pledge of Allegiance.

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for the meeting was properly posted on February 13, 2026, with the amended agenda posted on February 20, 2026.

APPROVAL OF AGENDA

MOTION Mayor Pro Tem Uhring moved, and Councilmember Stewart seconded a motion to approve the agenda. The motion carried unanimously.

ITEM 1 CONSENT CALENDAR

Mayor Silverstein opened the floor to public comment.

Speakers: Darren Graves and Anne K.

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

Item Nos. 1.B.3., 1.B.5., 1.B.7., 1.B.8., 1.B.9., and 1.B.10. were pulled by the Council.

MOTION Mayor Pro Tem Uhring moved, and Councilmember Riggins seconded a motion to approve the Consent Calendar, pulling Item Nos. 1.B.3., 1.B.5., 1.B.7., 1.B.8., 1.B.9., and 1.B.10. The motion carried unanimously.

The Council discussed hearing Item Nos. 1.B.8., 1.B.9., and 1.B.10. concurrently.

MOTION Councilmember Stewart moved, and Mayor Pro Tem Uhring seconded a motion to hear Item Nos. 1.B.8., 1.B.9., 1.B.10., concurrently with and 7.A. The motion carried unanimously.

The Consent Calendar consisted of the following items:

A. Previously Discussed Items
None.

B. New Items

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

2. Approve Warrants
Recommended Action: Allow and approve warrant demand numbers 77977-78190 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. 784 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $2,128,839.61. City of Malibu payroll check number 5560-5561 and ACH deposits were issued in the amount of $824,076.95.

4. Investment Report for the Month Ending December 31, 2025
Recommended Action: Receive the Investment Report for the month ending December 31, 2025.

6. Amendment to Professional Services Agreement with Record Xpress of California, LLC (DBA Access)
Recommended Action: Authorize the Mayor to execute Amendment No. 3 to Professional Services Agreement with Record Xpress of California LLC, DBA Access, for storage of the City's offsite records, services and transportation pertaining to records management to extend the term of the Agreement to December 31, 2027, update the fee schedule, and increase the not to exceed amount to $90,000.

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

3. Approval of Minutes

Recommended Action: Approve the minutes for the July 14, 2025 Regular Meeting.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Conrad moved, and Councilmember Riggins seconded a motion to approve the minutes for the July 14, 2025 Regular Meeting. The motion carried unanimously.

5. Completion of the Coastal Vulnerability Assessment with Final List of Possible Adaptation Strategies Chapter
Recommended Action: Receive and file the final Coastal Vulnerability Assessment prepared by Environmental Science Associates, including the final chapter outlining a range of potential adaptation recommendations to address sea level rise impacts.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Riggins moved, and Councilmember Conrad seconded a motion to: 1) Receive and file the final Coastal Vulnerability Assessment prepared by Environmental Science Associates, including the final chapter outlining a range of potential adaptation recommendations to address sea level rise impacts; and 2) direct staff to bring back this project at a future meeting.

Community Development Director Bundy and Environmental Science Associates Consultant James Jackson presented the staff report.

The motion was withdrawn.

Without objection, Mayor Silverstein received and filed the report.

7. Professional Services Agreement with Managed Career Solutions
Recommended Action: Authorize the City Manager to execute a Professional Services Agreement with Managed Career Solutions, Social Purpose Corporation, for erosion remediation and mitigation work and trail clearance at Charmlee Wilderness Park.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Conrad moved, and Councilmember Riggins seconded a motion to authorize the City Manager to execute a Professional Services Agreement with Managed Career Solutions, Social Purpose Corporation, for erosion remediation and mitigation work and trail clearance at Charmlee Wilderness Park. The motion carried unanimously.

ITEM 2 CEREMONIAL/PRESENTATIONS

None.

ITEM 3 COMMISSION / COMMITTEE / CITY MANAGER UPDATES

Peter Jones, Malibu Arts Commission, discussed Malibu Arts Commission support and recommendation for a Malibu Rainbow art display on July 4, 2026. He stated the artist and staff were working on the required approvals.

The Council directed questions to Commissioner Jones.

Interim City Manager DuBoux announced that the after-action report on the Palisades and Franklin Fire emergencies would be discussed on March 9, 2026. He announced that applications for the General Fund Grant Program were open through March 31, 2026. He announced a Townhall meeting with the County Tax Assessor's Office regarding fire-damaged properties would be held on February 25, 2026; and the skate park had opened for a second weekend while final work was completed.

Community Development Director Bundy presented an update on fire rebuild statistics and activities.

The Council directed questions to Community Development Director Bundy.

Interim City Manager DuBoux provided an update on the Sheriff's Department DUI checkpoint held on February 20, 2026.. He thanked the Council for the opportunity to serve as Interim City Manager and stated that he looked forward to assisting with the transition to incoming City Manager Joe Irvin.

The Councilmembers thanked Interim City Manager DuBoux for his service.

Interim City Manager DuBoux stated there were no major issues from the last storm.

ITEM 4.A. PUBLIC COMMENTS

Carla Langley discussed the death of her son Hunter Langley in a collision on Malibu Canyon Road. She requested guardrails be installed and the Council consider naming the project in memory of her son.

Peter Jones discussed the Malibu Gallery at City Hall and recommended improvements to make it a more professional gallery.

Tracy Weirick, Malibu West Beach Club, discussed the Malibu Ready app as an information and awareness tool to prepare for emergencies.

Kevin Keegan discussed privacy and surveillance and expressed concerns

regarding privacy and the installation of additional monitoring systems, such as speed cameras, in the City.

Darren Graves discussed the zoning interpretation for fire rebuilds that was adopted by the Council and explained that the information was difficult to find online.

Danny Smith requested public comment for items not on the agenda be consistently heard at 6:30 p.m. He expressed concern that many online resources did not include the updated zoning interpretation information.

Heather Michaels discussed a proposal to euthanize the deer on Catalina Island and expressed objections.

Scott Dittrich deferred time to Lea Johnson.

Dave Smith deferred time to Lea Johnson.

Lea Johnson, Zone Captain for Carbon Mesa and Carbon Canyon, discussed the impacts of the fires on the housing market.

Tiffany Murray discussed plastic sandbags and tarps along the shoreline near Big Rock. She discussed the City's prohibitions on plastics and the environmental impacts of plastic.

Anne K. discussed her campaign for Governor of California.

Kraig Hill discussed remote speakers at prior City Council meetings contributing to discord.

ITEM 4.B. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Councilmember Riggins expressed condolences to Ms. Langley and commended Ms. Weirick for her work on the Malibu Ready app. She acknowledged that some rebuild information on the City's website needed to be updated. She stated that she visited the skate park over the weekend and recommended installing benches in the area. She stated she attended the PaliBu Rebuild Expo on February 22, 2026, and discussed the Malibu Rebuild Long Term Recovery Group and its available resources.

Councilmember Stewart discussed the City Manager transition and incoming City Manager Joe Irvin's scheduled start date of March 2, 2026. He stated that he visited the skate park over the weekend and announced the County Assessor's Townhall on February 25, 2026. He discussed the collision on Malibu Canyon Road and the impacts of traffic collisions both within and outside City limits. He thanked Mr. Graves and Mr. Smith for identifying errors on the City's website.

Councilmember Conrad discussed the impacts of traffic collisions and fatalities

both within and outside City limits. She discussed Council recommendations and the importance of following through on Council direction. She also discussed the Baker Tilly report and requested that an item be brought back for further consideration of its recommendations.

In response to Councilmember Conrad, Interim City Manager DuBoux stated that staff would discuss scheduling an item on the Baker Tilly report after the new City Manager was onboarded.

Councilmember Conrad addressed Mr. Keegan's privacy concerns. She stated that burlap sandbags were available now but remained concerned about the impacts of existing plastic materials.. She requested consensus to bring back an item to consider forming an Olympic Ad Hoc Committee.

In response to Councilmember Riggins, Interim City Manager DuBoux discussed staff's participation in relevant meetings regarding the 2028 Olympics and monitoring how periphery events may impact the City.

Councilmember Riggins stated that she preferred to wait for a request from the City Manager to form an Ad Hoc Committee.

CONSENSUS

By consensus, the Council directed staff to bring back an item to consider forming an Olympic Ad Hoc Committee.

In response to Councilmember Conrad, Interim City Manager DuBoux discussed how graffiti on private property could be addressed.

Mayor Pro Tem Uhring announced a March 18, 2026 special meeting regarding the roundabout project. He discussed the privacy implications of Ring cameras. He emphasized the need to update rebuild guidelines on the City's website. He reported he attended an Environmental Sustainability Subcommittee meeting regarding environmental program updates. He discussed calls from residents concerning mobilehome rent stabilization issues and stated that he and the Mayor were working with the City's lobbyists on state legislation. He expressed condolences to Ms. Langley.

Mayor Silverstein discussed the land use appeal heard on February 18, 2026. He discussed the intent of his comments and expressed confidence in the City's current staff. He discussed the Woolsey Fire rebuild policies and how those applications were processed. He discussed the distinction between laws and policies and how policies must be adopted. He also discussed the roles of the Local Coastal Program and Malibu Municipal Code and the importance of including all appropriate requirements in the Malibu Municipal Code.

Councilmember Riggins discussed Mayor Silverstein's characterization of the Council's actions related to Woolsey Fire rebuilding.

RECESS At 7:50 p.m., Mayor Silverstein recessed the meeting. The meeting resumed at 8:04 p.m. with all Councilmembers present.

ITEM 5 ORDINANCES AND PUBLIC HEARINGS

A. Floodplain Management Ordinance

Recommended Action: 1) After the City Attorney reads the title, introduce on Ordinance No. 533 amending Malibu Municipal Code Chapter 15.20 to make technical amendments to the Floodplain Management Ordinance and finding the same exempt from the California Environmental Quality Act; and 2) Direct staff to schedule second reading and adoption of Ordinance No. 533 for the March 9, 2026 City Council Regular Meeting.

Interim Public Works Director Holden presented the staff report.

The Council directed questions to staff.

Mayor Silverstein opened the floor to public comment.

Speakers: Dean Wenner

As there were no other speakers present, Mayor Silverstein closed the public comment portion of the public hearing and returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Riggins moved, and Mayor Pro Tem Uhring seconded a motion to: 1) introduce on Ordinance No. 533 amending Malibu Municipal Code Chapter 15.20 to make technical amendments to the Floodplain Management Ordinance and finding the same exempt from the California Environmental Quality Act; 2) direct staff to schedule second reading and adoption of Ordinance No. 533 for the March 9, 2026 City Council Regular Meeting; and 3) direct staff to bring back an urgency ordinance for adoption at the March 9, 2026 City Council Regular Meeting.

The Council discussed the item and directed questions to staff.

The question was called, and the motion carried unanimously.

ITEM 6 OLD BUSINESS

A. PCH Wastewater Project Update

Recommended Action: 1) Receive an update on the preliminary design report for the Pacific Coast Highway (PCH) Wastewater project; 2) Provide direction regarding the project final design, funding, and implementation.

Interim Public Works Director Holden and Consultant Brian Forbath (Stradling Yocca Carlson & Rauth) presented the staff report.

The Council directed questions to staff.

Mayor Silverstein opened the floor to public comment.

Speakers: Dean Wenner, Darren Graves, Andrew Sheldon, Danny Smith, and Madelyn Glickfeld.

The Council directed questions to Mr. Sheldon.

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

The Council discussed the item and directed questions to staff.

MOTION Councilmember Riggins moved, and Mayor Silverstein seconded a motion to direct staff to proceed with the PCH Wastewater Project with separate assessments for design and construction. The motion carried unanimously.

The Council discussed the item and directed questions to staff.

MOTION Mayor Silverstein moved, and Mayor Pro Tem Uhring seconded a motion to reorder the agenda to hear Item Nos. 8.A., 8.B., 7.B., and 7.A., in that order. The motion carried unanimously.

ITEM 8 COUNCIL ITEMS

A. Council Appointment to the Public Safety Commission
Recommended Action: Councilmember Uhring to make a new appointment to the Public Safety Commission.

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

Mayor Pro Tem Uhring appointed Richard Garvey to the Public Safety Commission.

B. Designation of Voting Delegate and Alternate Voting Delegate(s) for the 2026 Southern California Association of Governments (SCAG) Annual Regional Conference and General Assembly
Recommended Action: Designate the City's voting delegate and alternate voting delegate for the Southern California Association of Governments (SCAG) 2026 Annual Regional Conference and General Assembly scheduled for May 7-8, 2026 in Palm Desert.

City Clerk Pettijohn presented the staff report.

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

The Council discussed the item and directed questions to staff.

MOTION Mayor Silverstein moved, and Mayor Pro Tem Uhring seconded a motion to designate Councilmember Riggins the City's voting delegate and Councilmember Conrad the alternate voting delegate for the Southern California Association of Governments (SCAG) 2026 Annual Regional Conference and General Assembly scheduled for May 7-8, 2026 in Palm Desert. The motion carried unanimously.

ITEM 7 NEW BUSINESS

B. Consideration of Supporting a Rebuild Sales Tax Suspension
Recommended Action: 1) Review and discuss a proposal for a suspension of rebuild sales tax and; 2) Provide direction to staff on supporting suspending sales taxes for rebuild purchases.

Assistant City Manager Smith presented the staff report.

Mayor Silverstein opened the floor to public comment.

Speakers: Scott Dittrich (Lea Johnson and Norm Haynie deferred time to Scott Dittrich), Jo Drummond (Dave Smith and Tiffany Murray deferred time to Jo Drummond), and Wade Major.

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

The Council discussed the item.

MOTION Mayor Silverstein moved, and Mayor Pro Tem Uhring seconded a motion to direct staff to work with County, State, and Federal partners to reduce or reimburse the sales tax burden related to rebuild purchases.

The Council discussed the item.

The motion carried unanimously.

MOTION Mayor Silverstein moved, and Councilmember Stewart seconded a motion to hear Item No. 7.A. concurrently with Item Nos. 1.B.8., 1.B.9., and 1.B.10., and to hear the items after 10:30 p.m. The motion carried unanimously.

ITEM 1 CONSENT CALENDAR (Continued)

Consent Calendar Item Nos. 1.B.8., 1.B.9., and 1.B.10. were heard concurrently with New Business Item No. 7.A.

8. Fiscal Year 2024-25 Fourth Quarter Financial Report
Recommended Action: 1) Authorize bypassing the Administration and Finance Subcommittee; 2) Receive and file the Fiscal Year (FY) 2024-25 Fourth Quarter Financial Report.

9. Fiscal Year 2025-26 First Quarter Financial Report
Recommended Action: 1) Authorize bypassing the Administration and Finance Subcommittee; 2) Receive and file the Fiscal Year (FY) 2025-26 First Quarter Financial Report.

10. Annual Comprehensive Financial Report and Audit Management Letter for Fiscal Year 2024-25
Recommended Action: Receive and file the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024-25.

ITEM 7 NEW BUSINESS (Continued)

A. Fiscal Year 2025-26 Second Quarter Financial Report and Mid-Year Budget Amendments
Recommended Action: 1) Authorize bypassing the Administrative and Finance Subcommittee; 2) Receive and file Fiscal Year (FY) 2025-26 Second Quarter Financial Report; 3) Adopt Resolution No. 26-07 amending the annual budget for Fiscal Year 2025-26; and 4) Adopt Resolution No. 26-08 amending the Authorized Positions and Salary Ranges for FY 2025-26.

Assistant City Manager Smith presented the staff report.

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

The Council discussed the item and directed questions to staff.

MOTION Mayor Silverstein moved, and Councilmember Stewart seconded a motion to: 1) Authorize bypassing the Administration and Finance Subcommittee; 2) Receive and file the Fiscal Year (FY) 2024-25 Fourth Quarter Financial Report; 3) Receive and file the Fiscal Year (FY) 2025-26 First Quarter Financial Report; 4) Receive and file the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024-25; 5) Receive and file Fiscal Year (FY) 2025-26 Second Quarter Financial Report; 6) Adopt Resolution No. 26-07 amending the annual budget for Fiscal Year 2025-26; and 7) Adopt Resolution No. 26-08 amending the Authorized Positions and Salary Ranges for FY 2025-26. The motion carried unanimously.

ADJOURNMENT

Mayor Silverstein adjourned the meeting at 11:27 p.m.

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
REGULAR MEETING
MARCH 9, 2026
COUNCIL CHAMBERS
5:30 P.M.

MEETING CALL TO ORDER

Mayor Silverstein called the meeting to order at 4:46 p.m.

ROLL CALL

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

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

PUBLIC COMMENT ON CLOSED SESSION

Mayor Silverstein opened the floor to public comment.

Speakers: Anne K.

RECESS TO CLOSED SESSION

At 4:48 p.m., the Council recessed to Closed Session to discuss the following items listed on the Closed Session agenda:

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 Silverstein called the meeting to order at 5:53 p.m.

ROLL CALL

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

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

ALSO PRESENT: Trevor Rusin, Interim City Attorney; Joseph Irvin, City Manager; Christopher Smith, Assistant City Manager; Kelsey Pettijohn, City Clerk; Kristin Riesgo, Community Services Director; Yolanda Bundy, Community Development Director; Susan Dueñas, Public Safety Director; Tatiana Holden, Interim Public Works Director; Greg

Kajszo, Assistant to the City Manager; Nico Sanchez, Management Analyst; Parker Davis, Media Technician; Jason Lawrence, Deputy City Clerk; Travis Hart, Deputy Public Works Director; Nathaniel McLean, Associate Engineer; and Sarah Flores, Emergency Services Coordinator.

PLEDGE OF ALLEGIANCE

Scott Dittrich led the Pledge of Allegiance.

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for the meeting was properly posted on February 27, 2026. She stated that due to technical difficulties with the City's website, the staff reports for the meeting could not be posted online at that time and were posted on March 3, 2026. The amended agenda was properly posted on March 6, 2026, with all associated reports.

CLOSED SESSION REPORT

Interim City Attorney Rusin reported that the meeting convened at 4:45 p.m., after which time the City Council recessed to a Closed Session pursuant to Government Code Section 54956.9, with all Councilmembers present. He reported Councilmember Conrad recused herself from one of the anticipated litigation items due to the location of her home. He stated the Council discussed the items on the Closed Session agenda and took no reportable action.

APPROVAL OF AGENDA

MOTION Councilmember Riggins moved, and Mayor Pro Tem Uhring seconded, to approve the agenda and hear Item No. 7.B. after Item 3.

The Council discussed the motion.

FRIENDLY AMENDMENT

Mayor Silverstein moved to hear Item 7.B. after Item 4.A.

The maker and seconder accepted the friendly amendment.

The amended motion carried unanimously.

ITEM 1 CONSENT CALENDAR

Mayor Silverstein opened the floor to public comment.

Speakers: Jo Drummond and Anne K.

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

Item No. 1.B.10 was pulled by the Council.

MOTION Councilmember Riggins moved, and Mayor Pro Tem Uhring seconded, to approve the Consent Calendar, pulling Item No. 1.B.10. The motion carried unanimously.

The Consent Calendar consisted of the following items:

A. Previously Discussed Items
None.

B. New Items

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

2. Approve Warrants
Recommended Action: Allow and approve warrant demand numbers 78191-78262 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. 785 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $3,550,378.53. City of Malibu payroll check number 5562-5564 and ACH deposits were issued in the amount of $571,506.87.

3. Approval of Minutes
Recommended Action: Approve the minutes for the July 22, 2025 Special Meeting, July 30, 2025 Special Meeting, and August 5, 2025 Special Meeting.

4. Amendment No. 3 to Professional Services Agreement with Hinderliter de Llamas and Associates (HdL) for Sales Tax Management and Monitoring
Recommended Action: Authorize the Mayor to execute Amendment No. 3 to Professional Services Agreement with Hinderliter de Llamas and Associates (HdL) for sales tax management and monitoring.

5. Investment Report for the Month Ending January 31, 2026
Recommended Action: Receive the Investment Report for the month ending January 31, 2026.

6. Amendment to Agreement with Burns-Pacific Construction, Inc.
Recommended Action: Authorize the Mayor to execute Amendment No. 1 to Agreement with Burns-Pacific Construction, Inc. to adjust the contract's labor, equipment and rental rates.

7. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Conditions on Pacific Coast Highway (PCH)
Recommended Action: Adopt Resolution No. 26-11 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 Franklin Fire
   Recommended Action: Adopt Resolution No. 26-12, extending the declaration of the existence of a local emergency in response to the Franklin Fire.
9. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Palisades Fire
   Recommended Action: Adopt Resolution No. 26-13, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

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

10. Senate Bill (SB) 1352 Property taxation: newly constructed: reconstructed property – SUPPORT
    Recommended Action: Authorize the Mayor to send a letter of support for Senate Bill 1352 (Valladares), which would clarify that post-disaster rebuilding up to 110% of a home's original size will not trigger a property tax reassessment, allowing homeowners to restore damaged structures without higher taxes.

    The Council discussed the item.

MOTION Councilmember Conrad moved, and Councilmember Stewart seconded a motion to authorize the Mayor to send a letter of support for Senate Bill 1352 (Valladares), which would clarify that post-disaster rebuilding up to 110% of a home's original size will not trigger a property tax reassessment, allowing homeowners to restore damaged structures without higher taxes. The motion carried unanimously.

ITEM 2 CEREMONIAL/PRESENTATIONS

A. Big Rock Landslide Facts

Community Development Director Bundy and Consultants Scott Moors, JL and Associates and Loree Berry, Yeh and Associates presented information regarding the development history, landslide history, and geology of the Big Rock Mesa landslide area.

The Council directed questions to the consultants.

ITEM 3 COMMISSION / COMMITTEE / CITY MANAGER UPDATES

Scott Dittrich, Public Works Commission, discussed presentation regarding the geology of the Big Rock landslide. He recommended directing staff and the Public

Works Commission to investigate storing water from the Big Rock dewatering system in a tank for potential firefighting use.

Judy Villablanca, Parks and Recreation Commission, discussed the opening of the Skate Park and the preliminary design for the Malibu Bluffs Park Snack Shack. She announced that nominations were open for the Jake Kuredjian Citizenship Award and that the 15th annual Chumash Day would be held March 28–29, 2026. She also discussed the Commission's oversight of the City's Earth Friendly Management Policy, work with Trancas Riders and Ropers on a community use agreement for the Equestrian Center, and exploration of a dog park at Las Flores Park. She invited the public to attend Commission meetings on the third Tuesday of each month.

Meril May, Public Safety Commission, encouraged the public to report roadway safety hazards. He summarized the Commission's recent discussion of a fatality on Malibu Canyon Road, the Corral Canyon Road/Pacific Coast Highway (PCH) intersection, crowding on West Winding Way, crosswalk safety, the Zuma Underpass, and a Fire Liaison update.

City Manager Irvin announced that Councilmembers Conrad and Riggins had recognized Malibu Village Books and its role in the community. He discussed the City's broader efforts to support local businesses following the Palisades Fire. He announced that the PCH traffic camera stream was live on the Caltrans website and that new telescopes had been installed at the viewing platform at Malibu Bluffs Park. He also discussed President Trump's executive order related to fire recovery and rebuilding and explained that local and State building code requirements remained applicable.

Community Development Director Bundy provided an update on fire rebuild permit statistics and activities.

The Council directed questions to Community Development Director Bundy.

Sergeant Chris Soderlund, Los Angeles County Sheriff's Department, presented the monthly crime report and discussed significant incidents. He discussed an event at Duke's Malibu honoring Sheriff's and Fire Department personnel and announced the restaurant's reopening. He also discussed deputies playing basketball with Malibu Middle School students during lunch and announced a food drive and fundraiser for Feeding Military Families.

The Council directed questions to Sergeant Soderlund.

Ranger Tim Pera, Mountains Recreation and Conservation Authority, presented the monthly Coastal Ranger Report and discussed significant incidents.

The Council directed questions to Ranger Pera.

ITEM 4.A. PUBLIC COMMENTS

Scott Tallal discussed Film Society operations and limits on their programing caused by the limited technology available in the Council Chambers. He discussed other efforts to provide programming with the library and requested the Council's support.

Susie Chambers discussed notification that a T-Mobile cell tower was being permitted near her home and discussed the potential health impacts. She requested the Council review the code and find ways to protect residents.

Dean Wenner discussed Big Rock Assessment District and how the assessments are apportioned. He recommended scheduling a discussion item on this topic.

Joan Murray deferred time to Jo Drummond.

Jo Drummond discussed Big Rock Assessment District, current geography conditions, dewatering system, and how low flow fixtures will be used for rebuilds. She discussed fire rebuild statistics and delays to issuing rebuild permits.

Linda Edie was not present at the time of the hearing.

Clytie Lane discussed a cell tower application and potential impacts of the equipment on the environment and pollinators. She also discussed the mailed notices for the project and the importance of timely notice.

Jan Ravlich, and Michel Shane deferred time to Tiffany Murray.

Tiffany Murray discussed cell tower applications and impacts of cell tower networks on the environment. She requested a comprehensive report on the existing network and planned improvements.

Cici Lee discussed importance of trees to the environment. She discussed plans for the 2028 Olympics.

Brian Cameron, Calabasas Public Safety Commissioner, discussed a nonprofit emergency preparedness organization that was named Calabasas Organization of the Year in 2024. He discussed the organization's community programs and announced a new smartphone application.

Mike Stahl discussed the smartphone app to share and distribute emergency preparedness information and explained that Malibu West had launched its own version of the app.

Scott Dittrich discussed noise pollution in the City from motorcycles and street racing.

Meline Watts, North Santa Monica Bay Watershed, announced funding through the

Technical Resources Program (TRP) program available for a water project in the City of Malibu. She recommended installing a cistern at City Hall for emergency water supply and partnering with the City of Calabasas on the smartphone application.

Darren Graves discussed Big Rock Landslide presentation. He suggested considering including Big Rock properties in the PCH sewer project.

Norm Haynie indicated support for including Big Rock properties in the PCH sewer project. He suggested modifying impermeable surface limits for Big Rock to prevent more groundwater from rainfall.

Anne K. discussed roundabouts and her campaign for governor.

Kerry Clasby, Sterling Farms, discussed small cell tower facilities and the potential health effects, environmental effects, and fire danger of these facilities.

Jacob Loza discussed Trancas Park deed restrictions prohibiting league play and litigation with the Malibu Township Council (MTC).

Lonnie Gordon, Malibu for Safe Tech, discussed City processing of small cell tower applications and stated the applications were being approved based on incorrect information. She recommended pausing all small cell approvals until the information could be verified.

Steve Pryce discussed the open code enforcement violations on Mayor Pro Tem Uhring's property.

Andy Lyon discussed the skate park and the impacts the construction had on Malibu Little League opening day. He questioned why construction was not completed.

RECESS At 8:05 p.m., Mayor Silverstein recessed the meeting. The meeting resumed at 8:22 p.m. with all Councilmembers present.

ITEM 7 NEW BUSINESS

B. Malibu Bluffs Park Snack Shack and Park Enhancement Project
Recommended Action: 1) At the recommendation of the City Council Public Parks and Property Ad Hoc Committee and the Parks and Recreation Commission, review and approve the Malibu Bluffs Park Snack Shack and Park Enhancement Project (Project) final preliminary design; and 2) Determine potential funding sources for construction of the Project.

Community Services Director Riesgo and Assistant Engineer McLean presented the staff report.

Mayor Silverstein opened the floor to public comment.

Speakers: Jake Lingo (Judy Villablanca deferred time to Jake Lingo), John Alfano, Sarah and Claire and Fredi, Josh Spiegel, Hugh Janus, Olivia Skylar, Sienna Graham and Hvana Keenan, Heather Alfano, Mila Moustakas and Gemma Alfano, Andy Lyon, and Alicia Peak.

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

The Council discussed the item.

MOTION Councilmember Riggins moved to approve the Malibu Bluffs Park Snack Shack and Park Enhancement Project final preliminary design.

The Council discussed the item and directed questions to staff.

Councilmember Stewart seconded the motion.

The Council discussed the item and directed questions to staff.

The motion carried unanimously.

ITEM 4.B. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Councilmember Riggins stated she attended a Clean Power Alliance meeting and discussed updates regarding power rates and clean energy availability.

Mayor Pro Tem Uhring requested information on cell tower approvals. He expressed concern that fire damaged properties may be sold after receiving development permits and it could lead to a proliferation of short-term rentals on the beach.

Councilmember Conrad requested consensus to bring back an item to consider forming an Infrastructure Resiliency Ad Hoc Committee.

CONSENSUS

By consensus, the Council directed staff to bring back an item to consider forming an Infrastructure Resiliency Ad Hoc Committee.

Councilmember Conrad requested information on graffiti removal enforcement options.

In response to Councilmember Stewart, City Manager Irvin discussed the City ordinances regulating wireless facility permitting. He discussed federal regulations allowing minor upgrades to equipment and the number of permits approved and appealed this year. He stated staff was looking into the graffiti issue.

Councilmember Stewart discussed invoice scams targeting permit applicants and encouraged the public to contact staff to confirm invoice amounts. He discussed the Zuma Underpass closure and congestion on PCH, the settlement agreement with MTC regarding Trancas Park, and the City's Code of Conduct in relation to conduct at a recent Planning Commission meeting.

Mayor Silverstein stated that he had not observed any violations of the Code of Conduct. He discussed the City's wireless permitting regulations.

Councilmember Riggins discussed the importance of having more fields available for league play. She requested MTC work with staff to remove that condition from the settlement agreement.

Councilmember Stewart discussed neighboring residents opposition to play at Trancas Park. He recommended bringing an item back to Council to provide further direction to staff.

Interim City Attorney Rusin stated the MTC President confirmed the issue had been discussed at one of their meetings.

ITEM 5 ORDINANCES AND PUBLIC HEARINGS

A. Second Reading and Adoption of Floodplain Management Ordinance and Adoption of Urgency Ordinance

Recommended Action: 1) Conduct the second reading, unless waived, and adopt Ordinance No. 533 amending Malibu Municipal Code Chapter 15.20 to make technical amendments to the Floodplain Management Ordinance and finding the same exempt from the California Environmental Quality Act ; 2) After the City Attorney reads the title of the ordinance, adopt Urgency Ordinance No. 533U amending Malibu Municipal Code Chapter 15.20 to make technical amendments to the Floodplain Management Ordinance, declaring the urgency thereof, and finding the same exempt from the California Environmental Quality Act.

Interim Public Works Director Holden presented the staff report.

The Council directed questions to staff.

Mayor Silverstein opened the floor to public comment.

Speakers: Don Schmitz, Dean Wenner, Darren Graves, and Danny Smith

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

The Council discussed the item and directed questions to staff.

MOTION Mayor Silverstein moved to: 1) defer approval of the ordinance and direct staff to contact FEMA and confirm if the variance approval authority can be delegated to the Public Works Director, and 2) direct staff to begin scheduling variance requests for City Council hearings.

The motion died on the floor due to lack of a second.

The Council discussed the item and directed questions to staff.

Councilmember Conrad left the dais at 10:46 p.m.

The Council discussed the item and directed questions to staff.

Councilmember Conrad returned to the dais at 10:48 p.m.

MOTION Councilmember Stewart moved, and Councilmember Riggins seconded, to: 1) adopt Ordinance No. 533 amending Malibu Municipal Code Chapter 15.20 to make technical amendments to the Floodplain Management Ordinance and finding the same exempt from the California Environmental Quality Act; 2) adopt Urgency Ordinance No. 533U amending Malibu Municipal Code Chapter 15.20 to make technical amendments to the Floodplain Management Ordinance, declaring the urgency thereof, and finding the same exempt from the California Environmental Quality Act; and 3) direct staff to contact FEMA regarding options to more narrowly tailor the process.

Interim City Attorney Rusin read the title of the ordinance.

The question was called and the motion failed 3-1-1, Councilmember Conrad abstained and Mayor Silverstein opposed.

MOTION Mayor Silverstein moved to: 1) continue the item for 30 days, 2) direct staff to begin scheduling variance requests for City Council hearings, and 3) direct staff to contact FEMA to confirm whether variance approval authority could be delegated to the Public Works Director.

The motion died on the floor due to lack of a second.

The Council discussed the item.

MOTION Mayor Pro Tem Uhring moved, and Councilmember Riggins seconded a motion to adopt Ordinance No. 533 amending Malibu Municipal Code Chapter 15.20 to make technical amendments to the Floodplain Management Ordinance and finding the same exempt from the California Environmental Quality Act.

The Council discussed the motion.

The question was called and the motion carried 3-1-1, Councilmember Conrad abstained and Mayor Silverstein opposed.

ITEM 6 OLD BUSINESS

None.

ITEM 7 NEW BUSINESS (Continued)

A. After-Action Review of the City's Response to the Franklin and Palisades Fires
Recommended Action: Receive and file a report on the After-Action Review of the City's Response to the Franklin and Palisades Fires.

This item was not heard and was continued to the March 23, 2026 meeting.

ITEM 8 COUNCIL ITEMS

None.

ADJOURNMENT

Mayor Silverstein adjourned the meeting at 10:56 p.m.

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
MARCH 16, 2026
COUNCIL CHAMBERS
1:00 P.M.

MEETING CALL TO ORDER

Mayor Silverstein called the meeting to order at 1:01 p.m.

ROLL CALL

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

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

ABSENT: Councilmember Haylynn Conrad

ALSO PRESENT: Trevor Rusin, Interim City Attorney; Joseph Irvin, City Manager; Kelsey Pettijohn, City Clerk; Parker Davis, Media Technician; Jason Lawrence, Deputy City Clerk

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for the meeting was properly posted on March 12, 2026.

APPROVAL OF AGENDA

MOTION Mayor Pro Tem Uhring moved, and Councilmember Riggins seconded a motion to approve the agenda. The motion carried 4-0, Councilmember Conrad absent.

PUBLIC COMMENT ON CLOSED SESSION

Mayor Silverstein opened the floor to public comment.

Speakers: None.

RECESS TO CLOSED SESSION

At 1:03 p.m., the Council recessed to Closed Session to discuss the following items listed on the Closed Session agenda:

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)

The meeting reconvened at 3:04 p.m. with Councilmembers Riggins and Stewart, Mayor Pro Tem Uhring and Mayor Silverstein present.

CLOSED SESSION REPORT

Interim City Attorney Rusin reported that the meeting convened at 1:00 p.m., after which time the City Council recessed to a Closed Session pursuant to Government Code Section 54956.9 (d)(4), with Councilmembers Riggins and Stewart, Mayor Pro Tem Uhring and Mayor Silverstein present, and Councilmember Conrad absent. He stated the Council discussed the items on the Closed Session agenda and took no reportable action.

ADJOURNMENT

Mayor Silverstein adjourned the meeting at 3:04 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
09-14-26
Item 1.B.4.

Council Agenda Report

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

Prepared by: Nathaniel McLean, Associate Engineer

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 13, 2026 Meeting date: September 14, 2026

Subject: Award Encinal Canyon Road Storm Drain Repairs Project

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RECOMMENDED ACTION: 1) Authorize the Mayor to execute an agreement with The Adjul Corporation dba Lee Construction Company (Lee Construction) in the amount of $476,508 for the construction of Encinal Canyon Road Storm Drain Repairs Project, Specification No. 2113; and 2) Authorize the Public Works Director to approve any potential change orders up to 20% of the contract amount.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2026-2027 in Account No. 310-9110-5100 (Encinal Canyon Storm Drain Repairs).

Project Funding	
General Fund	$1,000,000
Project Total Funding	**$1,000,000**
Project Estimate	
Design	$179,200
Estimated Construction Cost	$476,508
Contingency (20%)	$95,302
Project Total Costs	**$751,010**

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: The Encinal Canyon Storm Drain Repairs Project will repair a heavily damaged 60-inch corrugate metal pipe (CMP) crossing beneath Encinal Canyon. Following additional inspections of the current pipe's condition and to avoid significant cost increases to the project, staff revised the project to address the damaged and constricted portions of the pipe through the installation of a 48-inch slip liner. The 48-inch slip liner will provide sufficient drainage at the location. The revised project was re-advertised, and the City received four bids. Staff is now recommending that the City Council award the construction contract to the lowest bidder.

The 2022 Storm Drain Master Plan identified the deteriorated 60-inch CMP as requiring rehabilitation or replacement. The original project proposed installing a spiral-wound polyvinyl chloride (PVC) liner to restore the pipe's structural integrity and extend its service life.

The project was initially presented to the City Council on September 8, 2025, at which time the City Council rejected all bids because the lowest bid was deemed non-responsive for failing to comply with the prime contractor self-performance requirement specified in the construction bid documents, while the remaining bids were significantly higher in cost. The project was re-advertised for formal competitive bidding on September 11, 2025. On October 9, 2025, the City received four bids, with Lee Construction identified as the apparent low bidder.

While the staff was reviewing the submitted bids, the apparent low bidder conducted preliminary construction inspections and observed that the existing 60-inch corrugated metal pipe (CMP) on Encinal Canyon Road had significantly deteriorated beyond what was identified in the original design documents. City staff investigated the 60-inch CMP and confirmed the following conditions of the pipe. An offset joint was found around 15 feet into the pipe, resulting in a reduced vertical clearance of approximately 40 inches from the floor to ceiling. In addition, a severe deformity was observed protruding downward from the top of the pipe, leaving an available clearance of only about 41 inches in another section. These conditions have significantly changed since developing the original project design.

The spiral-wound PVC liner specified in the original contract documents required the host pipe to retain sufficient circular geometry for the liner to be properly installed and perform as intended. Because of the offset joint, deformation, and other documented damage, the proposed spiral-wound liner could no longer be installed as designed. Proceeding with the original contract documents would have likely resulted in significant change orders, construction delays, and constructability issues.

On January 12, 2026, the City Council rejected all bids for a second time and directed staff to revise the scope of work based on the newly documented pipe conditions. Staff subsequently revised the project to include a localized repair of the constricted portion of the existing 60-inch CMP, followed by the installation of a 48-inch slip liner. Although smaller in diameter, the 48-inch liner has a smoother interior surface than the existing CMP and will provide slightly greater hydraulic capacity while restoring the structural integrity and serviceability of the storm drain.

On June 18, 2026, the final project plans and specifications for the Encinal Canyon Road 60-Inch Storm Drain Repairs Project were re-advertised for formal competitive bidding. On July 30, 2026, a total of four (4) bids were received for the project, and the apparent low bidder was Lee Construction.

Contractor	Bid Amount
The Adjul Corporation dba Lee Construction Co.	**$476,508**
Clarke Contracting Corporation	$711,171
Bosco Constructors, Inc.	$804,328
GMZ Engineering, Inc.	$874,251

Staff reviewed the bid submitted by Lee Construction and found it to be in order and in conformance to the contract bid requirements. Staff has checked the contractor's license with the Contractor's State License Board and found it to be current and active. References contacted by staff have verified Lee Construction's work and found their work to be satisfactory. Lee Construction has previously completed numerous storm drain repair projects, and other type projects for the City of Malibu. Staff have determined that Lee Construction is qualified to complete the proposed work for the project.

Staff recommends the Council authorize the Mayor to execute an agreement with Lee Construction and authorize the Public Works Director to approve potential change orders up to 20% of the total contract amount. Once approved, staff will process the agreement and issue a Notice to Proceed for the project

ATTACHMENTS:

1. Public Works Agreement with The Adjul Corporation dba Lee Construction Co.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CITY OF MALIBU
PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between the Adjul Corporation dba Lee Construction Company (hereinafter referred to as "CONTRACTOR") and the City of Malibu, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for Encinal Canyon Road 60-Inch Storm Drain Repairs Project bids were received, publicly opened, and declared on the date specified in the notice.

B. On September 14, 2026, Malibu's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Encinal Canyon Road 60-Inch Storm Drain Repairs Project in the City of Malibu.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Encinal Canyon Road 60-Inch Storm Drain Repairs Project in the City of Malibu. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the "Notice Inviting Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Malibu City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this Agreement, and the Standard Specifications, in that

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order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 45 consecutive working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of $500 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.

5. PREVAILING WAGES:

A. Pursuant to Labor Code Section 1720, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate

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must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

(1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

(2) When the number of apprentices in training in the area exceeds a ratio of one to five, or

(3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

(4) When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

(5) CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

(6) CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

(7) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Department of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

F. CONTRACTOR and its subcontractors must comply with Labor Code Sections 1725.5 and 1777.1, including the requirement that registration with the DIR be maintained through the term of the Project. The City may, from time to time, request evidence of current registration.

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6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. CONTRACTOR'S LIABILITY: The City of Malibu and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

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c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

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10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

14. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Malibu business license, if required under CITY ordinance.

17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this

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Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

18. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

19. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.

20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

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

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF MALIBU
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: Tatiana Holden, Interim Public Works Director/City Engineer

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CONTRACTOR
The Adjul Corporation dba Lee Construction Company
4288 Adam Road
Simi Valley, CA 93063
Richard Smith, President

22. DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code Sections 10240-10240.13.

23. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

24. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

26. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. 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 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.

27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this ____ day of _____, 2026, at Malibu, California, and effective as of _____, 2026.

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

The Adjul Corporation
dba Lee Construction Company:

Signed by:
E8BCE0F247184AA...
Richard Smith, President

CONTRACTOR'S State of California License No.

726736

CONTRACTOR'S Business Phone No.

805-522-5195

CONTRACTOR'S Emergency Phone No. at which contractor can be reached at any time

805 432-8986

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids for the City of Malibu, ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT SPECIFICATION NO. 2113, will be received by the City Clerk, at Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California, 90265 at or before 3:30 p.m. on Thursday, JULY 23, 2026, at which time they will be publicly opened and read by the City Clerk (or designated representative).

SCOPE OF WORK

In general, the proposed improvements consists of furnishing and installing a 48-inch slip liner within an existing 60-inch corrugated metal pipe including: cleaning and preparing the host pipe, CCTV inspections, grouting the bottom of the host pipe, localized repair of constricted section of existing host pipe, annular space grouting, construction of inlet and outlet end seals and transitions, bypass pumping or flow control if required, and protection of existing facilities and restoration of disturbed areas and all other appurtenant work included and shown in the Contract Documents and Specifications.

Alternate Bid Item is provided for 42-inch slip liner.

PRE-BID CONFERENCE

A mandatory pre-bid conference will be conducted on JULY 9, 2026 AT 10:00 A.M. at City Hall, 23825 Stuart Ranch Road, Malibu, California, 90265. A site walk-through will be conducted immediately following the pre-bid conference.

The bid shall be submitted and the work shall be performed by a Class “A” State of California licensed contractor in strict conformance with the project specifications for ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT Specification No. 2113 now on file in the City’s Public Works Department.

An electronic copy of plans and specifications may be obtained by prospective bidders from the Public Works Department through mpublicworks@malibucity.org.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project’s specifications.

The City reserves the right to retain all bids for a period of 90 days after the bid opening date for examination and comparison and to delete any portion of the work from the Contract. The City reserves the right to determine and waive nonsubstantial irregularities in any bid, and to reject any or all bids. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor’s overhead and profit. **The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.** The City shall award the bid to the lowest responsible bidder as the interest of the City may require.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general

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prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract. The website for California Department of Industrial Relations Prevailing Wage Unit is currently located at www.dir.ca.gov, prevailing wages are located on the website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agency's determinations.

At the time of submitting the bid the Bidder shall be registered with the California Department of Industrial Relations in accordance with the provisions of Section 1771.1 of the California Labor Code, as amended by Senate Bill 854. No public work contract may be awarded to a non-registered contractor or subcontractor.

Without exception, the bidder is required to state the name and address of each subcontractor who will perform work or labor or render service to the prime contractor and the portion of the work which each will do in their bid as required by Section 2-3, "Subcontracts", of the Standard Specifications and in conformance with Public Contract Code, Sections 4100 to 4113, inclusive.

The City will not consider awarding any contract based upon any bid submitted by any contractor nor consent to subletting any portions of the Contract to any subcontractor located in a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

All bidders are hereby notified that any contract entered into pursuant to this advertisement, Business Enterprises must be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin consideration for an award.

The Contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Date this 18th day of June, 2026

CITY OF MALIBU, CALIFORNIA

Tatiana Holden, Assistant Public Works Director/City Engineer

Published: Malibu Times on June 25, 2026 and July 2, 2026

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CITY OF MALIBU

PUBLIC WORKS DEPARTMENT

CONSTRUCTION BID COVER PAGE FOR

ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT

Specification No. 2113 Including 7 Sheets of Plans located in Appendix E

Bids to be Received on or before JULY 23, 2026 AT 3:30 P.M.

Completion Time: 45 Consecutive Working Days

Liquidated Damages:

A. Failure to complete work on time: **$500.00 Per Calendar Day** (Sec. 6-9.1)

B. Failure to keep traffic lanes open: **$500.00 Per Hour** (Sec. 6-9.2)

Number of Pages in Construction Bid: 17

CONTRACTOR

Name The Adjul Corporation DBA Lee Construction Co

Street Address 4288 Adam Road

City Simi Valley State CA Zip Code 93063

Telephone 805-522-5195

Fax Number 805-522-5495 (Optional)

Email leeconstco@aol.com

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

CONTRACTOR SHALL SUBMIT PAGES 13 THROUGH 30 FULLY EXECUTED WITH THIS BID

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INSTRUCTIONS FOR SIGNING BID, BONDS AND CONTRACT

Corporations

a) Give name of Corporation.
b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
c) Affix corporate seal and notary's acknowledgment where noted or required.
d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

Partnerships

a) Signatures: All members of partnership. One may sign if City has a copy of authorization
b) Affix notary's acknowledgment where noted or required.

Joint Ventures

a) Give the names of the joint venturers.
b) Signatures: All joint venturers. One may sign if City has a copy of authorization.
c) Affix notary's acknowledgment where noted or required.

Individuals

a) Signature: The individual.
b) Affix notary's acknowledgment where noted or required.
c) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

a) Show fictitious names.
b) Satisfy all pertinent requirements show above.

Bonds

a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.

PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS

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CONTRACTOR'S BID STATEMENT

City of Malibu
Malibu, California 90265

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Bid.

The undersigned has carefully checked all the figures in this Bid and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds, within ten (10) calendar days after the contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Malibu.

Licensed in accordance with an act providing for the registration of Contractor's License No. 726736 Class A, B, C12 Expiration Date 8/31/2026

Names of Co-Partners or Corporation Officers and Titles: Richard L. Smith, President

Debra E. Reilly, Corporate Secretary

Signature of Bidder _____ President
Title

Signature of Bidder _____ Corporate Secretary
Title

Name of Contractor or Firm The Adjul Corporation DBA Lee Construction Co

Date of Submittal _____

Telephone No. 805-522-5195

Address 4288 Adam Road Simi Valley, CA 93063

Corporation
Doing Business as Individual/Partnership/Corporation

California
State of Incorporation

Federal Tax Identification Number 95-4586118

California Department of Industrial Relations Identification Number 1000007361

ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form, and Corporate Seal if Applicable

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

On July 27, 2026 before me, Francisco J Pesantez, Public Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRANCISCO J. PESANTEZ
Notary Public - California
Ventura County
Commission # 2470825
My Comm. Expires Nov 11, 2027

Signature _____ **(Seal)**

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

On July 27,2026 before me, Francisco J Pesantez, Public Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRANCISCO J. PESANTEZ
Notary Public - California
Ventura County
Commission # 2470825
My Comm. Expires Nov 11, 2027

Signature _____ **(Seal)**

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

PROPOSED BID SCHEDULE OF WORK AND PRICES

FOR THE CONSTRUCTION OF

ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT
SPECIFICATION NO. 2113

Base Bid

Item No.	Payment Reference	Description	Quantity	Unit	Unit Price	Total
1.	902-2	Mobilization	1	LS	XXXX	23,450.-
2.	901-10	Traffic Control	1	LS	XXXX	15,500.-
3.	906-5	48-Inch Slip Line Material	172	LF	1,250.-	215,000.-
4.	906-5	Cleaning and Hydrojetting of Existing CMP	1	LS	XXXX	11,800.-
5.	906-5	CCTV Inspection	5	EA	1,800.-	9,000.-
6.	906-5	Localized Repair of Existing Host Pipe	50	LF	350.-	17,500.-
7.	906-5	CMP Mortar Repair/Concrete Void Filling	50	CY	500.-	25,000.-
8.	906-5	Annular Space Grouting	45	CY	1,400.-	63,000.-
9.	906-5	Debris/Sediment Bollards	7	EA	2,173.-	15,211.-
10.	906-5	Concrete Grade Beam	2.5	CY	3,000.-	7,500.-
11.	906-5	End Seals, and Structural Ties	2	EA	5,000.-	10,000.-
12.	906-5	Site Restoration (Grading and Native Planting)	1	LS	XXXX	34,546.-
13.	906-5	Clearing and Grubbing	1	LS	XXXX	15,000.-
14.	906-5	Allowance for Earthwork and Grading Import/Export	1	LS	XXXX	7,000.-
15.	904-6	Record of Construction Changes	1	LS	XXXX	1,200.-
16.	905-4	SWPPP	1	LS	XXXX	5,800.-
17.	7-6	Release on Contract	1	LS		$1.00
					TOTAL	476,508.-

Bid Alternate

	Payment Reference	Description	Quantity	Unit	Unit Price	Total
BA-1.	908-2	42-Inch Slip Line Material	172	LF	1,250.-	215,000.-
					TOTAL	215,000.-

The contractor shall be responsible for calculating and providing totals for the schedule. The bid schedule shall include all costs for service, labor and materials, transportation, supervision, equipment and installation associated with the work complete and in place per these specifications.

TOTAL AMOUNT OF BASE BID IN WORDS: Four Hundred Seventy-Six Thousand, Five Hundred Eight Dollars.

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TOTAL AMOUNT OF BID ALTERNATE IN WORDS: Two Hundred Fifteen Thousand. Dollars

Contractor Submitting Bid: The Adjul Corporation DBA Lee Construction Co

By: Debra E. Reilly, Corporate Secretary

Date: 7/22/2026

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The following addenda are acknowledged:	Number	Date
(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	1	7-21-26
	2	7-29-26

I make this Proposal and certify under penalty of perjury that all the statements in this bid that I have signed are true and correct.

Contractor's Name The Adjul Corporation DBA Lee Construction Co Date 7/22/2026

Title Debra E. Reilly, Corporate Secretary Signature

Contractor's Name The Adjul Corporation DBA Lee Construction Co Date 7/22/2026

Title Richard L. Smith, President Signature

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

MINUTES OF MEETING

OF THE BOARD OF DIRECTORS

OF

THE ADJUL CORPORATION

August 21, 2009

The meeting of the Board of Directors of The Adjul Corporation was held at 11:00 a.m, on August 21, 2009, at the company offices at 3354 Lathrop Avenue, Simi Valley, California, 93063.

The meeting was attended by Debra E. Reilly, and Richard L. Smith.

The meeting was held pursuant to notice that was duly *served*. A copy of said notice is attached hereto.

The meeting was chaired by Debra E. Reilly.

The first order of business was consideration to authorize Richard L. Smith or Debra E. Reilly to sign and execute contracts on behalf of the corporation.

It was moved, seconded and resolved that Richard L. Smith or Debra E. Reilly are authorized to sign and execute contracts on behalf of the corporation.

There being no further business, the meeting was adjourned at 11:50 a.m.

Dated: August 21, 2009

DEBRA E. REILLY, Secretary

RICHARD L. SMITH, President

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

BIDDER'S BOND TO ACCOMPANY BID

(in lieu of cash, certified or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, The Adjul Corporation DBA Lee Construction Co., as Principal, and _____ Philadelphia Indemnity Insurance Company, as Surety, acknowledge ourselves jointly and severally bound to the City of Malibu, the obligee, for ten (10) percent of the total bid, to be paid to said City if the Bid shall be accepted and the Principal shall fail to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this 16th day of July, 2026.

The Adjul Corporation DBA Lee Construction Co.
Contractor

By _____
Debra E. Reilly
Title Corporate Secretary

By _____

Title _____

Philadelphia Indemnity Insurance Company
Surety

By _____
Ryan Butterfas, Attorney-in-Fact

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the _____ subscribed to the within instrument as the _____ of said _____

And the said _____ duly acknowledge to me that he/she subscribed the name of_____ thereto as Surety and his/her own name as _____.

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

WITNESS my hand and official seal.

_____
Notary Public in and for said
County and State aforesaid.

If certified or cashier's check is submitted herewith, state check number _____ and Amount $_____.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

On July 22nd, 2026 before me, Francisco J Pesantez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRANCISCO J. PESANTEZ
Notary Public - California
Ventura County
Commission # 2470825
My Comm. Expires Nov 11, 2027

Signature _____ **(Seal)**

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On JUL 16 2026 before me, Adelaide C. Hunter, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ryan Butterfas
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

ADELAIDE C. HUNTER
Notary Public - California
Orange County
Commission # 2508152
My Comm. Expires Jan 23, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of July, 2026.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

The Bidder is required to state the bidder's financial ability and a general description of similar work performed. The City reserves the right to determine that any Bidder is not non-responsible if it finds the information provided herein is inaccurate, misleading or false, or upon evidence of collusion or other illegal practices on the part of a Bidder. Failure by Bidder to complete this form completely and accurately and submit it with its bid may result in rejection of the bid as non-responsive.

Required Qualifications: Bidders must hold a valid State of California Contractor's License "A" at the time the bid is submitted to the City.

The bidder must have a minimum of seven (7) years of experience removing and replacing storm drain lines. Do you have a minimum of seven (7) years of experience removing and replacing storm drain lines?

Yes X No _____

To demonstrate the required experience, bidders shall provide evidence of the following: Contractors must show that they completed five (5) projects within the last seven (7) years that include a minimum of 150 linear feet of storm drain replacement per project. The projects should include a minimum of 24-inch storm drain replacement. The required information shall be attached to the Statement of Bidder's Qualifications and References. Failure to provide the required information may be grounds for the City to deem the bid non-responsive.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 29

List and describe fully the last three recent contracts performed by your **current firm** which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: City of Los Angeles Board of Public Works

Contact Individual: Hugo Rico Phone No. 213-485-4564

Contract Amount: $76,040.00 Year 2023

Address: 1271 N Monument Street Los Angeles, CA

Description of work done: Storm drain repair of existing CMP and replaced with polypropylene pipe.

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Reference No. 2

Customer Name: Racho Simi Recreation and Park District

Contact Individual: Jonathan Schwartz Phone No. 805-584-4431

Contract Amount: $2,600,000.00 Year

Address: Holly Tree Drive Oak Park

Description of work done: Pond Clean out, Site Restoration, Pump Station.

Reference No. 3

Customer Name: Ventura County Community College District

Contact Individual: John Sintuko Phone No. 805-378-1454

Contract Amount: $2,837,000.00 Year

Address: Moorpark College Flexible Learning Rooms

Description of work done: Basin, Concrete work, Base work, AC Paving Electrical.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

STATE OF CALIFORNIA, COUNTYOF Ventura County

I am the Corporate Secretary

of The Adjul Corporation DBA Lee Construction Co , the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on 7/22/2026 (Date) at Simi Valley (Place), California.

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature of Bidder

Debra E. Reilly, Corporate Secretary
Title

Signature of Bidder

Richard L. Smith, President
Title

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the bidder shall state whether such bidder, any officer or employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

   Yes _____ No X

2. If Yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Executed on 7/22/2026 at Simi Valley, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature(s) of Authorized Bidder

Debra E. Reilly, Corporate Secretary
Title

_____
Signature(s) of Authorized Bidder

Richard L. Smith, President
Title

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the bid.

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?
   Yes ( ) No (X)

2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.

3. Did you have any source of subcontractors' bids other than bid depositories?
   Yes ( ) No (X)

4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?
   Yes ( ) No (X)

5. If the answer to No. 4 is "yes", please explain the following details:
   a) Date:
   b) Name of person or group:
   c) Job involved (if applicable):
   d) Nature of threats:
   e) Additional comments: (Attach additional pages as necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 22nd day of July, 2026.

The Adjul Corporation DBA
Lee Construction Co
Name of Company

By _____

Debra E. Reilly, Corporate Secretary
Title

By _____

Richard L. Smith, President
Title

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

BIDDER'S STATEMENT OF SUBCONTRACTORS AND MATERIAL FABRICATORS

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Subsection 1-6.3 of the SSPWC and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Bid:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and

(b) The portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

(c) Agrees that the list of subcontractors submitted herewith cannot be changed, modified, or substituted without written request and approval of the awarding body.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

Name Under Which Subcontractor is Licensed	License No. & Class	Business Address	Specific Description of Subcontract and Portion of the Work to be Done
Morrow Trenchless	1097898	1061 Avenida Pico Ste C-420 San Clemente CA	lining

Signature(s) of Bidder — Date: 7/22/2026

Signature(s) of Bidder — Date: 7/22/2026

Debra E. Reilly, Corporate Secretary
Title

Richard L. Smith, President
Title

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and

Public Contract Code Section 7106)

TO THE CITY OF MALIBU

PUBLIC WORKS DEPARTMENT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder to any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The Adjul Corporation DBA
Lee Construction Co

Name of Bidder

Debra E. Reilly,
Corporate Secretary

Signature of Bidder

The Adjul Corporation DBA
Lee Construction Co

Name of Bidder

Richard L. Smith,
President

Signature of Bidder

4288 Adam Road Simi Valley, CA 93063

Bidder Address

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

EQUAL OPPORTUNITY CERTIFICATE

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES WHICH ARE A PART OF THIS BID.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

The Adjul Corporation DBA Lee Construction Co

Name of Bidding Company

By _____

Authorized Signature

Debra E. Reilly, Corporate Secretary

Title (Typed)

7/22/2026

Date

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS PART 29

The bidder under penalty of perjury, certifies that except as noted below, the bidder or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

City of Malibu

23825 Stuart Ranch Road Malibu, California 90265-4861
(310) 456-2489 fax (310) 456-3356

DATE: 07/21/2026

ADDENDUM NO. 1

TO

ENCINAL CANYON 60-INCH STORM DRAIN REPAIRS PROJECT
SPECIFICATION NO. 2113

All Prospective Bidders:

NOTICE IS HEREBY GIVEN to all prospective bidders that the following modifications are made to the above project plans and specifications:

SPECIFICATIONS:

1. **Change:** The Bid Opening Date Has Changed.

   "NOTICE IS HEREBY GIVEN that sealed bids for the City of Malibu, ENCINAL CANYON 60-INCH STORM DRAIN REPAIRS PROJECT SPECIFICATION NO. 2113, will be received by the City Clerk, at Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California, 90265, at or before 3:30 p.m. on **Thursday, July 30, 2026**, at which time they will be publicly opened and read by the City Clerk (or designated representative)."

2. **Change:** On page 98, Section 903-2, STORM DRAIN CCTV AND DIMENSIONAL SURVEY, delete the first sentence and replace with the following:

   "CCTV inspection is required at construction start, after cleaning, after host-pipe repairs, after HDPE installation before annular grout, and after final completion. Dimensional survey is required after cleaning, after host-pipe repairs, and after annular grouting."

3. **Delete:** On page 112, Section 907-1.8, PRE-GROUT INSPECTION, delete the words "and survey":

   "After HDPE installation and before grouting, the Contractor shall perform CCTV ~~and survey~~ to document pipe condition, alignment, joint condition, grade, and cleanliness."

4. **Change:** On page 118, Section 907-2.6, HDPE FUSION AND JOINT TESTING, 3., delete the paragraph and replace with the following

   "One (1) successful trial fusion is required for each combination of fusion machine, fusion operator, and pipe size/DR, performed at the start of fusion operations. All production joints shall be recorded with an electronic data logger, and records shall be submitted to the City for review and acceptance. Production fusion shall be not proceed until trial fusion results are accepted. Fusion operators shall hold current qualifications in accordance with manufacturer's certification."

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

DRAWINGS:

1. **Change**: Sheet C4.0, Detail 3 – Debris Barrier Bollards & Footing. Changes include the addition of the following bollard information "Debris bollards shall be 12-inch diameter, Schedule 40 (0.406-inch min. wall) steel pipe conforming to ASTM A 53 Grade B, concrete-filled, and embedded in the footing per the detail on Sheet C4.0. Bollards shall be hot-dipped galvanized after fabrication in accordance with ASTM A123, without epoxy or polyurethan finish coat or color."

Acknowledgement of this addendum by returning the signed Addendum No. 1 with the bid proposal is required. Failure to do so may result in the disqualification of your bid.

By Order of the Assistant Public Works Director/ City Engineer

Tatiana Holden, P.E., PH.D.

07/22/26
Date

BIDDER'S CERTIFICATION

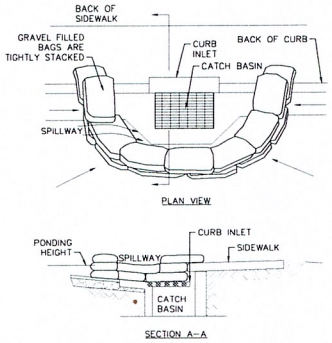
I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein:

Debra E. Reilly
Bidder Name (print)

Bidder Signature

7-28-2026
Date

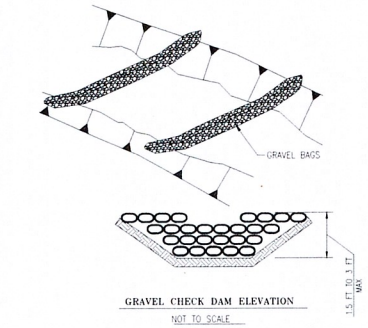
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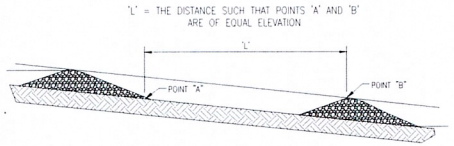
NOTES:

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. GRAVEL BAG MATERIAL: POLYPROPYLENE, POLYETHYLENE OR POLYMIDE WOVEN FABRIC, MINIMUM UNIT WEIGHT 4 OUNCES PER SQUARE YARD, MULLEN BURST STRENGTH EXCEEDING 300 PSI AND ULTRAVIOLET STABILITY EXCEEDING 70%
3. GRAVEL BAG SHALL BE FILLED WITH 3/4" ROCK OR 1/4" PEA GRAVEL.
4. PLACE SEVERAL LAYERS OF SAND BAGS (12" MINIMUM HIGH) OVERLAPPING THE BAGS AND PACKING THEM TIGHTLY TOGETHER.
5. LEAVE GAP OF ONE BAG ON THE TOP ROW TO SERVE AS A SPILLWAY.
6. PLACE FILTER FABRIC OVER WIRE MESH. FILTER FABRIC SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH AN EQUIVALENT OPENING SIZE NOT GREATER THAN 20 SIEVE AND WITH A MINIMUM FLOW RATE OF 40 GALLONS/MINUTE/SQ. FT.
7. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

CURB INLET SEDIMENT BARRIER (1)
N.T.S.



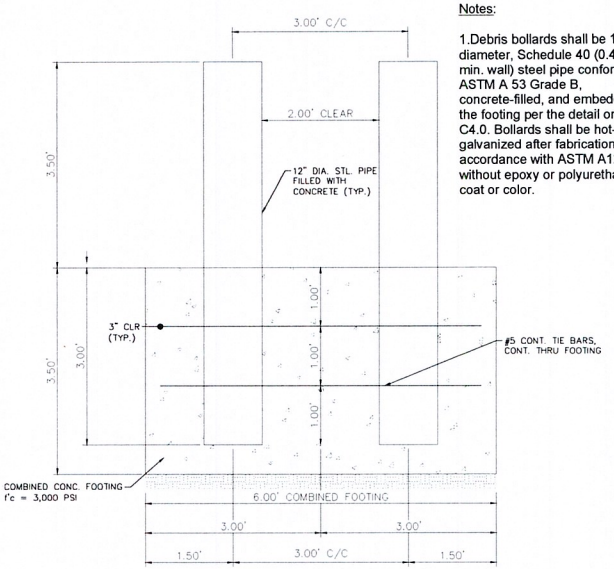
GRAVEL CHECK DAM ELEVATION
NOT TO SCALE



NOTES:

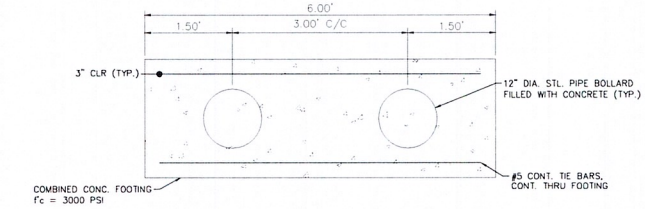
1. INSTALL THE FIRST CHECK DAM APPROXIMATELY 16 FT FROM THE OUTFALL DEVICE AND AT REGULAR INTERVALS BASED ON SLOPE GRADIENT AND SOIL TYPE.
2. CHECK DAMS SHOULD BE PLACED AT A DISTANCE AND HEIGHT TO ALLOW SMALL POOLS TO FORM BETWEEN EACH CHECK DAM.
3. FOR MULTIPLE CHECK DAM INSTALLATION, BACKWATER FROM A DOWNSTREAM CHECK DAM SHOULD REACH THE TOES OF THE UPSTREAM CHECK DAM.
4. A SEDIMENT TRAP PROVIDED IMMEDIATELY UPSTREAM OF THE CHECK DAM WILL HELP CAPTURE SEDIMENT. DUE TO THE POTENTIAL FOR THIS SEDIMENT TO BE RESUSPENDED IN SUBSEQUENT STORMS, THE SEDIMENT TRAP SHOULD BE CLEANED FOLLOWING EACH STORM EVENT.
5. GRAVEL BAGS USED FOR CHECK DAMS SHOULD CONFORM TO THE REQUIREMENTS OF SE-6, GRAVEL BAG BERMS.
6. TIGHTLY ABUT BAGS AND STACK ACCORDING TO FIGURE ABOVE. GRAVEL BAGS SHOULD NOT BE STACKED ANY HIGHER THAN 3 FT.
7. UPPER ROWS OR GRAVEL AND SAND BAGS SHALL OVERLAP JOINTS IN LOWER ROWS.

GRAVEL BAG CHECK DAM (2)
N.T.S.



Notes:

1.Debris bollards shall be 12-inch diameter, Schedule 40 (0.406-inch min. wall) steel pipe conforming to ASTM A 53 Grade B, concrete-filled, and embedded in the footing per the detail on Sheet C4.0. Bollards shall be hot-dipped galvanized after fabrication in accordance with ASTM A123, without epoxy or polyurethan finish coat or color.



DEBRIS BARRIER BOLLARDS & FOOTING (3)
N.T.S.

CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

ENCINAL CANYON STORM DRAIN REPAIR PROJECT

CIVIL DETAILS

PLANS PREPARED BY:
Kimley»Horn
660 SOUTH FIGUEROA STREET, SUITE 2050, LOS ANGELES, CA 90017
PHONE: 213-261-4040
WWW.KIMLEY-HORN.COM

RECOMMENDED BY:
TATIANA HOLDEN, P.E., PH.D. DATE
ASSISTANT PUBLIC WORKS DIRECTOR
RCE NO.81995

NO.	REVISION	BY	CHKD.	DATE

DESIGNED BY	DATE
P.WONG	6/16/26
DRAWN BY	DATE
R.WOLL	6/16/26
CHECKED BY	DATE
S.CHAKR.	6/16/26

SCALE: NTS
PROJECT NUMBER

APPROVED BY: DATE
TATIANA HOLDEN, P.E, PH.D.
ASSISTANT CITY ENGINEER
RCE NO.81995

Sheet C4.0 of C4.0

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

City of Malibu

23825 Stuart Ranch Road Malibu, California 90265-4861
(310) 456-2489 fax (310) 456-3356

DATE: 07/29/2026

ADDENDUM NO. 2

TO

ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT
SPECIFICATION NO. 2113

All Prospective Bidders:

NOTICE IS HEREBY GIVEN to all prospective bidders that the following modifications are made to the above project plans and specifications:

SPECIFICATIONS:

1. **Change:** Remove "PROPOSED BID SCHEDULE OF WORK AND PRICES" on page 16, and replace with Attachment 1.

ATTACHMENTS:

- Attachment 1 - Revised "PROPOSED BID SCHEDULE OF WORK AND PRICES"

Acknowledgement of this addendum by returning the signed Addendum No. 2 with the bid proposal is required. Failure to do so may result in the disqualification of your bid.

By Order of the Assistant Public Works Director/ City Engineer

Tatiana Holden, P.E., PH.D.

07/29/26
Date

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 2 and accept all conditions contained therein:

Richard L. Smith
Bidder Name (print)

Bidder Signature

7/29/26
Date

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

BOND FOR FAITHFUL PERFORMANCE

BOND NO. PB11510401838
Premium: $6,862.00

KNOW ALL PERSONS BY THESE PRESENTS:

That we, The Adjul Corporation DBA Lee Construction Co. hereinafter referred to as "Contractor" as principal, and Philadelphia Indemnity Insurance Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of ** Dollars ($476,508.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

** Four Hundred Seventy Six Thousand Five Hundred Eight and 00/100s

This condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City of Malibu, California, for the construction of ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT, Specification No. 2113, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney's fee, to be fixed by the court.

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BOND FOR FAITHFUL PERFORMANCE (cont'd)

IT IS FUTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, no shall any extension of time granted under the provisions of the Contract release either the Contractor of the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 13th day of August, 2026.

The Adjul Corporation DBA Lee Construction Co.

Contractor

By Debra E. Reilly
Corporate Secretary

Title

By

Title

Philadelphia Indemnity Insurance Company

Surety

By Ryan Butterfas, Attorney-in-Fact

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____,2026, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the _____of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____ and the said _____ duly acknowledged to me that he/she subscribed the name of _____ _____ thereto as Surety and his/her own name as _____.

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

WITNESS my hand and official seal.

_____

Notary Public in and for said
County and State aforesaid.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

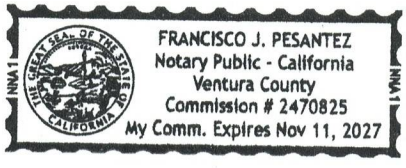
On 08/17/2026 before me, Francisco J Pesantez, Public Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**



Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On AUG 13 2026 before me, Adelaide C. Hunter, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ryan Butterfas
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

ADELAIDE C. HUNTER
Notary Public - California
Orange County
Commission # 2508152
My Comm. Expires Jan 23, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of August, 20 26.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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BOND FOR MATERIAL SUPPLIERS AND LABORERS

Bond No.: PB11510401838
Premium included with performance bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, The Adjul Corporation DBA Lee Construction Co. hereinafter referred to as "Contractor" as principal, and Philadelphia Indemnity Insurance Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of ** Dollars ($476,508.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

** Four Hundred Seventy Six Thousand Five Hundred Eight and 00/100s

The Condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City, for the construction of ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT, Specification No. 2113, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or subcontractors, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

BOND FOR MATERIAL SUPPLIERS AND LABORERS (cont'd)

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 13th day of August, 2026.

The Adjul Corporation DBA Lee Construction Co.

Contractor

By Debra E. Reilly
Corporate Secretary

Title

By

Title

Philadelphia Indemnity Insurance Company

Surety

By Ryan Butterfas, Attorney-in-Fact

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ _____proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the _____of ____ _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____ _____ and the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

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

WITNESS my hand and official seal.

_____
Notary Public in and for said
County and State aforesaid.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

On 08/17/2026 before me, Francisco J Pesantez, Public Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRANCISCO J. PESANTEZ
Notary Public - California
Ventura County
Commission # 2470825
My Comm. Expires Nov 11, 2027

Signature _____ **(Seal)**

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On AUG 13 2026 before me, Adelaide C. Hunter, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ryan Butterfas
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

ADELAIDE C. HUNTER
Notary Public - California
Orange County
Commission # 2508152
My Comm. Expires Jan 23, 2029

Signature A. Hunter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of August, 20 26.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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ADJUCOR02C HSCHWARTZLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 6011031 INSURICA 8500 Stockdale Highway, Suite 200 Bakersfield, CA 93311	CONTACT NAME: Hilary Schwartzler PHONE (A/C, No, Ext): (661) 316-5126 FAX (A/C, No): (661) 281-4992 E-MAIL ADDRESS: Hilary.Schwartzler@INSURICA.com
INSURED The Adjul Corporation dba Lee Construction Company 4288 Adam Road Simi Valley, CA 93063	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Assurance Company — 26344 INSURER B : Nationwide Mutual Insurance Company — 23787 INSURER C : Palomar Specialty Insurance Company — 20338 INSURER D : Insurance Company of the West — 27847 INSURER E : Westchester Surplus Lines Insurance Company — 10172 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		GLP5877312	11/4/2025	11/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		ACP7835295103	11/4/2025	11/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PESXS017113	11/4/2025	11/4/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WPL504148208	6/1/2026	6/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Inland Marine			ACP7835295103	11/4/2025	11/4/2026	Equip Leased/Rented	150,000
E	Pollution Liability			G74457149003	11/4/2025	11/4/2026	Each Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Encinal Canyon Road 60 inch Storm Drian Repairs Project Spec # 2113
City of Malibu its Boards Officers Agents and Employees are listed as an Additional Insured coverage is Primary and Non Contributory with respect to General Liability & Auto Liability per form CG 20 33 07 04, 3694 CG 11 06 & AC 7005 03 16 if required or agreed to in a written contract subject to all provisions and limitations of the policy. Waiver of Subrogation applies to Workers Compensation per policy form WC 99 06 34. Cancellation Notice per Policy Provisions

CERTIFICATE HOLDER

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Policy #GLP5877312

CG 20 33
(Ed. 07 04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or

2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. supervisory, inspection, architectural or engineering activities.

2. "Bodily injury," or "property damage" occurring after:

a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):	**Location and Description of Completed Operations:**
Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your work" performed during this policy period when required by written contract.	"Your work" performed by the insured during this policy period when required by written contract. Additional Premium: $ Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

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GAC 3649CG
(Ed. 11 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

A. Effect of This Endorsement
B. Newly Acquired or Formed Entities
C. Employees as Insureds – Nonowned Autos
D. Additional Insured by Contract, Permit or Agreement
E. Supplementary Payments – Bail Bonds
F. Supplementary Payments – Loss of Earnings
G. Personal Effects and Property of Others Extension
H. Prejudgment Interest Coverage
I. Fellow Employee – Officer, Managers and Supervisors
J. Hired Auto Physical Damage
K. Temporary Substitute Autos – Physical Damage Coverage
L. Expanded Towing Coverage
M. Auto Loan or Lease Coverage
N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
O. Deductible Amendments
P. Rental Reimbursement Coverage
Q. Expanded Transportation Expense
R. Extra Expense – Stolen Autos
S. Physical Damage Limit of Insurance
T. New Vehicle Replacement Cost
U. Physical Damage Coverage Extension
V. Transfer of Rights of Recovery Against Others To Us
W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
X. Hired Car Coverage Territory
Y. Emergency Lock Out
Z. Cancellation Condition

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A. **EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. **NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. **EMPLOYEES AS INSUREDS – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. **ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a “bodily injury” or “property damage” occurrence is an “insured” for Covered Auto Liability coverage. However, with respect to covered “autos”, such person or organization is an insured only to the extent that person or organization qualifies as an “insured” under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. **SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to $2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

F. **SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to $500 a day because of time off from work.

G. **PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The. Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding $250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:
   c. We will pay up to $500 for your property that is lost or damaged as a result of a covered “loss”, without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. **PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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I. **FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS**

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. **HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of $100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. **TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. **EXPANDED TOWING COVERAGE**

1. We will pay up to:
   a. $100 for a covered "auto" you own of the private passenger type, or
   b. $500 for a covered "auto" you own that is not of the private passenger type,

   for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”.

M. **AUTO LOAN OR LEASE COVERAGE**

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of $500 for early termination fees or penalties, for your covered "auto" less:
   a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
      (3) Security deposits not refunded by a lessor;
      (4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
      (5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered “auto” is not the sole collateral.

N. **ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES**

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered “auto” where required by the lease agreement which has a term of at least

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six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. **DEDUCTIBLE AMENDMENTS**

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same “accident”, the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage “loss” from one “accident” involves two or more covered “autos”, only the highest deductible applicable to those coverages will be applied to the “accident,” if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered “autos” for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. **RENTAL REIMBURSEMENT COVERAGE**

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
   b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. $75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. **EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. **EXTRA EXPENSE – STOLEN AUTOS**

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to $5,000 for the expense of returning a stolen covered “auto” to you. We will pay only for those covered “autos” for which you carry Comprehensive or Specified Causes of Loss Coverage

S. **PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for “loss” in any one “accident” is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the “loss”, or

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b. The cost of repairing or replacing the damaged or stolen property.

2. $1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
   a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
   b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
   c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
   b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. **NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

U. **PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500. The insurance provided by this provision is excess over any other collectible insurance.

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V. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any “accident” because of payments we make for damages under this coverage form.

W. **NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE
   a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the “accident” or “loss” is known to:
      (1) You, if you are an individual;
      (2) A partner, if you are a partnership;
      (3) A member, if you are a limited liability company; or
      (4) An executive officer or insurance manager, if you are a corporation.
   b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
      (1) You, if you are an individual;
      (2) A partner, if you are a partnership;
      (3) A member, if you are a limited liability company; or
      (4) An executive officer or insurance manager, if you are a corporation.

X. **HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

(5) Anywhere in the world if a covered “auto” is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. **EMERGENCY LOCKOUT**

We will reimburse you up to $100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered “auto” subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered “auto” and you are unable to enter such “auto” ; or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result;
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. **CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

All terms and conditions of this policy apply unless modified by this endorsement.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be **2** % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER	**CALIFORNIA OPERATIONS ONLY.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06/01/2026** Policy No. **WPL 504148208** Endorsement No.

06 Insured **THE ADJUL CORP** Premium $ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

City Council Meeting
09-14-26
Item 1.B.5.

Council Agenda Report

To: Mayor Silverstein and Honorable Members of the City Council

Prepared by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 26, 2026 Meeting date: September 14, 2026

Subject: Amendment to Agreement with Iris Consulting for Software Development and Systems Integration for Non-Fire Rebuild Projects

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RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 3 to the Professional Services Agreement with Iris Consulting for software development and system integration.

FISCAL IMPACT: Funding for these services is included in the Adopted Budget for Fiscal Year 2026-27 in Accounts 101-2001-5100-00 (Planning Professional Services),101-2004-5100-00 (Building Safety Professional Services), 101-2012-5100-00 (Code Enforcement Profession Services) 101-3003-5100-00 (Clean Water Professional Services), 100-3008-5100-00 (Public Works Professional Services), 100-7007-5100-00 (City Clerk Professional Services), Finance Professional Services (100-7054-5100-00) and 102-3002-5100-02 (Woolsey Fire Professional Services).

The Agreement establishes not-to-exceed compensation based on anticipated technology needs; however, these amounts are not guaranteed payments to the Consultant. Iris Consulting performs services on an as-needed basis, and the City is billed only for work actually performed. Through the first three years of the Agreement, the City has expended 68% or $381,797.50 of the authorized contract amount, $557,850.

Beginning in November 2025, during the third year of the Agreement, costs associated with Palisades Fire recovery were transitioned to the separate CalOES Hazard Mitigation Grant Program (HMGP) agreement. In addition, the one-time LEAP grant-funded work associated with the initial buildout of the Development Portal has been completed. Although Amendment No. 1 increased the Agreement by $22,350 for LEAP-related work, the City ultimately received $40,000 in LEAP grant funding to offset eligible Development

Portal costs. As a result, the proposed amendment reflects the City's ongoing technology needs for regular operations and Woolsey Fire recovery and establishes an annual not-to-exceed amount of $158,000 for each of the two extension years. The extension requires an increase of compensation in the amount of $139,948, bringing the total budget compensation amount to $697,798.

Table 1 – Compensation History and Proposed Extension

Agreement Action	Period/Purpose	Annual/Project NTE	Cumulative Authorization
Original Agreement	Year 1	$145,500	
Amendment No. 1	LEAP Grant – One-Time Project	$22,350	
Amendment No. 2	Years 2–3	$390,000	**$557,850**
Actual Expenditures to Date	**Years 1–3**	**$381,798**	
Proposed Amendment	Year 4	$158,000	
Proposed Amendment	Year 5	$158,000	**$697,798**

The proposed annual not-to-exceed amount provides sufficient capacity to address anticipated technology needs while ensuring that the City pays only for services requested and performed.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-28 Strategic Plan

Goal 5: Modernize City Operations with new Digital Ecosystem
Objective 5.1 Streamline City processes, permitting, payments, and project
Project: Online Permitting

DISCUSSION: Iris Consulting provides specialized software engineering, systems integration, and technology support services to the City. The Consultant develops and manages the City's proprietary Development Database and Development Portal and supports several other City systems, including OnBase, the City's document imaging system; Stripe, which enables online credit card payments; the City's Alarm System; and the Transient Occupancy Tax (TOT) database. These services support the Community Development Department, Code Enforcement, Public Works, Environmental Programs, Finance, the City Clerk's Office, and the City's Information Technology team.

The City has been evaluating replacement of its existing land management system; however, implementation has been deferred. As part of the Fiscal Year 2026-27 budget process, the City determined that additional time is needed to assess organizational requirements and will likely undertake a new competitive procurement process before proceeding. Until a replacement system is obtained and implemented, the Development Database, Development Portal, and related systems will continue to support the City's development and operational functions.

Agreement Background

On September 11, 2023, the City entered into a three-year Professional Services Agreement with Iris Consulting for software development and systems integration services. The Agreement provides specialized technical expertise to develop and maintain technology solutions, improve business processes, and integrate software systems used in the delivery of City services. The current Agreement expires in September 2026, and the proposed amendment would extend the term for an additional two years.

On June 10, 2024, the City amended the Agreement to incorporate projects identified in the City's Local Early Action Planning (LEAP) grant proposal. The grant funded development of the Development Portal, which transformed the City's development process by providing a centralized online platform for applicants to submit applications and documents, receive corrections, and track project activity.

Most notable, the Development Portal also received regional recognition for its innovative approach to modernizing the City's development process. In 2026, the Community Development Department received an Award of Merit from the Los Angeles Section of the American Planning Association in the Innovative Use of Technology. The award recognizes the City's use of technology to improve and streamline planning and permitting services.

On March 10, 2025, the City further amended the Agreement to support Palisades Fire recovery efforts. Following the fire, Iris Consulting rapidly adapted the Development Portal and Development Database to support disaster recovery and expedited rebuilding. As recovery programs and permitting procedures evolved, the Consultant developed the Expedited Rebuild Portal, specialized intake processes, fee waiver and refund tracking, the Rebuild Dashboard, automated notifications and reporting, and other workflow improvements. The ability to quickly modify the City's existing systems allowed staff to implement new recovery programs and permitting procedures as operational requirements changed.

The City subsequently entered into a separate professional services agreement with Iris Consulting for Palisades Fire recovery services funded through the CalOES Hazard Mitigation Grant Program (HMGP). Accordingly, Palisades Fire recovery services are no longer included within the scope of this Agreement. The proposed amendment is limited to the City's regular operations and Woolsey Fire recovery needs.

During the extension period, the City plans to further expand the capabilities of the Development Portal and implement Bluebeam-based electronic plan review. Iris Consulting has already integrated Bluebeam with the Development Database and developed custom tracking functionality to support the plan review process. Continued

development will improve coordination and tracking among reviewers, providing applicants with a more streamlined review process.

The proposed amendment will allow Iris Consulting to continue providing software development, systems integration, application maintenance, technical support, and workflow improvements while the City evaluates and pursues a long-term land management system. Continuing the existing relationship also preserves the Consultant's extensive institutional and technical knowledge of the City's proprietary systems, business processes, and system integrations, enabling issues and enhancements to be addressed efficiently with minimal disruption to City operations.

Therefore, staff recommends that the City Council authorize the Mayor to execute the attached amendment to the Agreement with Iris Consulting.

ATTACHMENT: Amendment No. 3 to Agreement with Iris Consulting

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AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on September 14, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Lorrie Feinberg, a sole proprietor dba IRIS Consulting, 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 September 11, 2023, the City entered into a Professional Services Agreement with Consultant for software development and systems integration (the "Agreement").

B. On June 10, 2024, the City amended the Agreement to modify the Consultant's scope of work and increase compensation to include the City's Local Early Action Planning (LEAP) grant proposal list of projects.

C. On March 10, 2025, the City amended the Agreement to modify the Consultant's scope of work to include projects related to the Franklin and Palisades Fire recovery efforts.

D. The Parties desire to amend the Agreement to expand the Scope of Work, increase Consultant's compensation, and extend the Term of the Agreement by two years, 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 replaced as set forth in Exhibit A attached hereto. The Scope of Work attached as Exhibit A to this Amendment is hereby substituted for and shall replace and supersede in its entirety the Scope of Work attached as Exhibit A to the original Agreement. Following the effective date of this Amendment, all references in Section 1.0 of the Agreement to the "Scope of Work" shall mean the Scope of Work attached as Exhibit A to this Amendment.

2. Section 2.0 of the Agreement (Term of Agreement) is hereby extended for two years to October 1, 2028.

3. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit B attached hereto to increase the compensation in the amount of $139,948 for a total not to exceed $697,798. The compensation set forth in Exhibit B is in addition to the compensation set forth in the original Agreement.

4. 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.

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5. 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.

6. 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.

7. All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

8. The effective date of this Amendment is September 14, 2026.

This Amendment is executed on _____.

[Signatures on the Following Page]

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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

LORRIE FEINBERG, dba IRIS CONSULTING

By: Signed by: Lorrie Feinberg DAB4E4E0348648A...
Name: LORRIE FEINBERG
Title: Owner

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Exhibit A
Scope of Work

Part A – Software Development and Systems Integration

The City of Malibu currently utilizes a mixture of custom databases, City-hosted software services, and web-based programs to conduct daily City business activities. Consultant shall provide technical support for existing IT applications including, but not limited to:

- Springbrook for City finance and human resources functions
- OnBase by Hyland for document and agenda management
- Custom built Microsoft Access Applications, SQL databases, and Visual Studio. Net applications for community development review, transient occupancy tax, and alarm permits
- ARC GIS by ESRI
- Civic Plus for web content management
- PrimeGov and YouTube for video broadcast and hosting
- Turbo data Systems Inc. for parking citation administration
- Host Compliance for short-term rental administration
- Entrapass by Kantech for building security
- RecPro for community services programming
- An Integrated Wastewater Information Management System custom-built for tracking wastewater permits and related notifications
- Stripe Online Payments
- Microsoft Office 365 Business Online Applications (SharePoint Land Development portal)
- Bluebeam for electronic plan review
- DocuSign for digital signatures

Consultant shall provide technical support for the City's existing custom-built SQL and access database particularly the City's specialized applications for community development review, develop integrative tools for all the City's applications and create statistical reports to support the City's business activities.

As part of this work, the consultant shall be responsible for performing the following tasks:

- Administering, maintaining, and updating the City's custom-built applications for transient occupancy tax, alarm permits, environmental programs and community development which includes over 10 different modules
- Configuring upgrades to the City's custom-built Microsoft Access Applications, SQL databases, and .Net applications to increase operating efficiencies and/or adapt to new requirements
- Designing and developing new features for the existing custom-built applications as directed

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- Developing stored procedures to meet user agreements
- Analyzing users' business processes and reporting requirements and making process improvements recommendations as requested
- Integrating and maintaining the interface between the City's custom-built applications and the City's OnBase program
- Integrating and maintaining the interface between the City's custom-built applications and the City's Topaz Signature Pad program
- Integrating and maintaining the interface between the city's custom-built applications and the City's Accela program
- Developing online forms
- Developing online public portals for the City's custom-built SQL databases
- Providing technical expertise for the implementation of electronic permitting services
- Performing System Administration duties including but not limited to macro creation, document creation, dynamic folders, creating and maintaining import processes, keyword update processes, workflow setup and management, report writing and external application connection
- Read, understand, and write computer code for City's proprietary database
- Attending meetings to discuss assignments, establish workflow, project priorities, and communicate project status
- Maintaining communication and cooperative working relationships with City staff, software providers and outside agencies
- Working onsite at Malibu City Hall as directed
- Responding to data queries within one to two hours upon request
- Delivering high level of customer service to all City staff and departments
- 24/7 technical support including assessment, diagnosis, documentation, and resolution of issues as needed in case of emergencies
- Providing technical support for the City's Woolsey Fire database module, Fee Waiver Program, and related tasks
- Providing other systems integration and development work as assigned
- In order to perform this work, the selected consultant shall be knowledgeable of the following:
    - Municipal government with the emphasis of knowledge in the development application permitting processing and environmental programs
    - Municipal records management and familiarity with records and workflow processes
    - Extensive programming experience in MS Windows environment Microsoft Office, VB, VB.NET, C#, Microsoft SQL Server, T-SQL, Crystal Reports, HTML, XML, and JavaScript in a networked environment using Microsoft servers
    - Comprehensive knowledge and understanding of computer systems, hardware, and software operations and principles
    - Knowledge of fundamental concepts, practices and procedures of application development and documentation
    - Software systems administration and systems analysis
    - Software system configuration, maintenance, and problem resolution

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- Principles of relational database maintenance
- Web development languages and best practices
- Statistical report development
- Providing training to staff and documenting how the software systems work

Regular Office Hours

Consultant to work onsite as needed and be available to provide phone support between the hours of 7:30 AM - 5:30 PM PST. If the City is unable to connect to a live person during this time, the City shall receive a prompt response via phone and/or email.

24/7 Support

The consultant shall provide 24/7 technical support including assessment, diagnosis, documentation, resolution of issues, and individual workstation support for viewing and training in case of emergencies, as needed. The consultant shall be notified of emergent issues via phone or email flagged with importance level as high and shall receive a prompt response.

Part B – Local Early Action Planning (LEAP) Grant Program

In 2020, the California Department of Housing and Community Development awarded the City grant funds through the Local Early Action Planning (LEAP) Grant Program. Should the City be awarded additional grant funds, the consultant shall provide technical assistance and professional consulting services to support the City's implementation of activities funded through the LEAP Grant Program.

- Assist the City with the development, preparation, and implementation of planning tools, processes, and documents intended to facilitate and accelerate housing production consistent with the Regional Housing Needs Assessment (RHNA).
- Digital Submittal Web Portal: Develop and implement a user-friendly digital submittal web portal to streamline the application intake, document submission, routing, and tracking process.
- Development Database Enhancements: Develop and implement software upgrades to the Development Database to automate intra- and inter-departmental workflows, improve application routing and processing, and enhance operational efficiency.
- Accessory Dwelling Unit (ADU) Online Portal: Develop and implement an online ADU portal to streamline the application, submittal, review, and tracking process for Accessory Dwelling Unit projects.
- Provide recommendations and implementation support to assist the City in achieving the goals and objectives established under the LEAP Grant Program.

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Exhibit B
Compensation for Services

The City shall compensate the Consultant for services performed and costs incurred under this Agreement in accordance with the fee and cost schedule. No additional compensation shall be paid for any other expenses unless such expenses are approved in advance in writing by the City Manager or his/her designee.

1. Fee

Consultant will perform the services on an hourly basis, in accordance with the rate schedule below. Consultant shall submit itemized invoices identifying the specific tasks performed, corresponding hours, and associated costs for each billing period.

Not to Exceed Contract Total: $697,798
Additional Compensation for a 2-Year Extension: $139,948
Annual estimated budget: $158,000

Schedule 1 – Hourly Rate

Description	Fee
Includes work performed Monday through Friday from 7:30 AM through 5:30 PM Principal Assistant	 $150 $90
Includes work performed on weekends or City-observed holidays and outside of normal business hours Monday through Friday Principal Assistant	 $165 $110
Miscellaneous Mileage and travel time are not charged to the client; however, a minimum charge for onsite work is 2 hours.	 N/A

All rates listed above shall include overhead costs including, but not limited to, salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

2. Software Development and Systems Integration

The fees below are estimates for the 2-year extension. The annual estimated budget is $158,000.

Department/Modules	Account	Agreement
Planning	101-2001-5100.00	$100,000

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Building Safety .	101-2004-5100.00	$140,000
Clean Water Programs	101-3003-5100.00	$10,000
Document Imaging Services	100-7007-5100.00	$11,000
Code Enforcement	101-2012-5100.00	$5,000
Public Works	100-3008-5100.00	$30,000
Woolsey Fire Database Module	102-3002-5100.02	$10,000
Finance	100-7054-5100.00	$10,000

3. Local Early Action Planning (LEAP) Grant

Consultant shall prepare the following deliverables as contained in the City of Malibu's 2020 LEAP proposal. Funding for these services shall be paid under Planning Professional Services (101-2001-5100.00) and reimbursed by the City's LEAP grant funds.

Deliverable	**Estimated Cost**
Develop a digital submittal web portal to streamline digital submittal process Development software upgrades to the Development Database to automate intra- / inter-department workflows Develop an Accessory Dwelling Unit online portal	
Total Estimated Cost	$22,350*

*Modified to reflect actual work completed in FY 2024-25. This amount shall not be exceeded without the express permission of the Community Development Director or his/her designee.

4. Non-Billable Administrative Overhead

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

City Council Meeting
09-14-26
Item
1.B.6

Council Agenda Report

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

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 11, 2026 Meeting date: September 14, 2026

Subject: Civic Center Water Treatment Facility Phase 2 Update

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RECOMMENDED ACTION: 1) Receive an update on the Civic Center Water Treatment Facility (CCWTF) Phase 2 project; 2) Approve the Draft Tentative Revised 2026 Memorandum of Understanding (MOU) between the City of Malibu and the Regional Water Quality Control Board; and 3) Direct staff to work with the Regional Water Quality Control Board on approval of the MOU.

FISCAL IMPACT: Funding for this project's original design and engineering was included in previous fiscal years through a funding agreement with HRL Laboratories. The HRL agreement is fully encumbered. However, additional costs may be necessary to modify the design based on the revised Septic Prohibition Map. Staff will bring a funding recommendation to Council after the Memorandum of Understanding (MOU) between the City and the Regional Water Quality Control Board is approved and executed by all parties.

STRATEGIC PRIORITY: This item supports the City's 2025-2028 Strategic Plan. Goal 3: Advanced Infrastructure Resilience.

Goal 3: Advance Infrastructure Resilience
Objective 3.1: Develop and fund a comprehensive Infrastructure Resilience Plan
Strategy: Upgrade aging coastal wastewater infrastructure to protect public health, coastal ecosystems, and ensure compliance with environmental regulations.

DISCUSSION: On June 8, 2026, staff presented the Council with a revised MOU updating the implementation schedule and connection date to CCWTF for all properties within the Phase 2 boundary and correcting the Phase 3 triggering criteria in Section C of the MOU.

At the same meeting, a comment about the revised Malibu Prohibition Map was raised. The map identified four areas within Phase 3 – Area I, Area II, Area III, and Serra Retreat. The Serra Retreat Area was differentiated from the rest of Phase 3 to complete a feasibility study during Phase 2 to identify wastewater treatment alternatives to reduce nitrogen and bacteria loading, such as advanced onsite wastewater treatment systems, packaged treatment plants or other methods, to minimize disturbance to Native American resources. The Sweetwater Mesa Area was included with the Serra Retreat Area and, therefore, was subjected to the same requirements and timeline set by the MOU. However, the Sweetwater Mesa Area's geographic location distinguishes it from the Serra Retreat Area. Sweetwater Mesa does not directly border Malibu Creek and its bacteria and nitrogen load contribution on Malibu Lagoon should not be subjected to the same requirement. The updated MOU revised Malibu Prohibition Map (see Attachment 1) to exclude the Sweetwater Mesa Area from the Serra Retreat Area. With this update, the requirements outlined for the general Phase 3 areas apply to the Sweetwater Mesa Area.

Since that time, City staff and the Regional Board staff further refined the proposed CCWTF Phase 2 MOU. Those discussions have resulted in the following proposed revisions to CCWTF Phases 2 and 3:

- Properties along Malibu Road that were included in Phase 3 will be moved into Phase 2. The proposed revisions do not significantly increase the amount of wastewater flow for Phase 2.
- Phase 3 is to be comprised of Phase 3 Areas and Phase 3 - Serra Retreat Area.
- City shall conduct a Serra Retreat feasibility study to evaluate wastewater treatment alternatives.

<u>Revised 2026 MOU</u>

Based upon the proposed revisions to Phase 2, the revised MOU would modify the following deadlines:

- **November 19, 2026** – Revised MOU approval by the Regional Board
- **January 11, 2027** – Revised MOU approval by the City
- **July 12, 2027** – Redesign financing/bond
- **September 6, 2028** - Complete the redesign of Phase 2, addendum to the EIR and amendment to the project's CDP (Coastal Development Permit)
- **July 3, 2029** – Serra Retreat feasibility study
- **March 26, 2029** – Formation of Phase 2 assessment district
- **August 27, 2029** – Construction begins
- **February 18, 2031** – Construction completion
- **January 24, 2031** – Serra Retreat completion
- **August 27, 2031** – Private wastewater laterals must connect to CCWTF
- **August 27, 2031 – August 26, 2032** – Water quality testing and reporting

- **September 25, 2035** – Phase 3 completion (if necessary)

Should Council support the draft MOU, the Regional Board will notice the updated MOU for a 30-day public notice and comments period on September 15, 2026. Following that period, the item will be scheduled for a public hearing date on November 19, 2026. If the Regional Board approves this MOU, staff will bring the MOU to Council for final approval in January 2027. Additional funding will be required to modify the design based upon Phase 2 revisions. That request will be brought to Council's attention when the MOU is brought to Council.

History of the CCWTF MOU

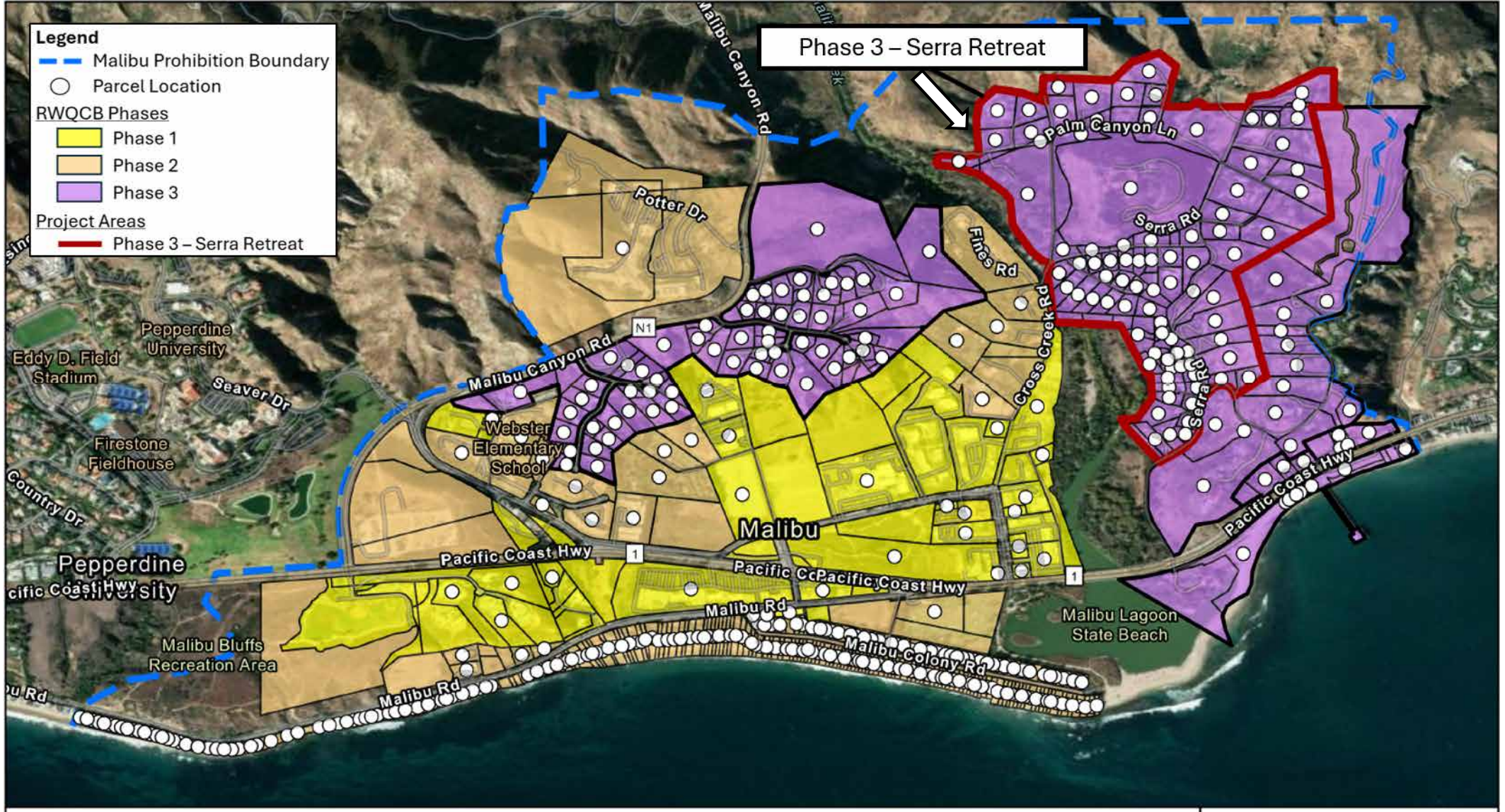
On November 5, 2009, the Regional Water Quality Control Board (Regional Board) approved a resolution prohibiting the use of septic systems in the Malibu Civic Center Area. On September 21, 2010, the State Water Resources Control Board (State Board) approved the action taken by the Regional Board, thereby amending the State Basin Plan that included the septic prohibition. The State Basin Plan established certain dates by which properties in the Civic Center area were required to cease discharge and provided for a municipally owned wastewater treatment facility to be constructed. All properties within the Civic Center area were to be connected to the wastewater treatment facility.

On June 27, 2011, an MOU was executed between the City, the Regional Board and State Board regarding the implementation of the Basin Plan Amendment for the Civic Center Area Prohibition. The MOU created three separate implementation phases with specific deadlines.

City Council reviewed and approved three amendments to the MOU revising Phase 2 and Phase 3 completion dates, required water quality monitoring and reporting schedules, and extending the date for the Regional Board to enforce all State policies, plans, and regulations. All other terms and conditions of the MOU approved in 2011 and revised in 2014 remained the same.

ATTACHMENTS:

1. Updated Malibu Prohibition Phased Map
2. Tentative Revised 2026 MOU
3. Tentative Implementation Schedule



Malibu Prohibition Phased Map

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2026

ATTACHMENT 1

TENTATIVE REVISED 2026 MOU

MEMORANDUM OF UNDERSTANDING

(REVISED ON DECEMBER 4, 2014, FEBRUARY 2, 2017, NOVEMBER 5, 2021, AND NOVEMBER 19, 2026)

BETWEEN THE CITY OF MALIBU

AND

THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

AND THE STATE WATER RESOURCES CONTROL BOARD

REGARDING

PHASED IMPLEMENTATION OF BASIN PLAN AMENDMENT PROHIBITING ON-SITE WASTEWATER DISPOSAL SYSTEMS IN THE MALIBU CIVIC CENTER AREA

MEMORANDUM OF UNDERSTANDING

REGARDING PHASED IMPLEMENTATION OF BASIN PLAN AMENDMENT PROHIBITING ONSITE WASTEWATER DISPOSAL SYSTEMS IN THE MALIBU CIVIC CENTER AREA

This Memorandum of Understanding (MOU) supersedes the MOU originally signed in August 2011 and revised most recently in November 2021, and is entered into by and between the CITY OF MALIBU (City) on the one hand and the REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION, and the STATE WATER RESOURCES CONTROL BOARD on the other hand (together the Water Boards), collectively referred to herein as the "Parties" or individually as "Party."

WHEREAS, On November 5, 2009, over the City's objections, the Regional Water Quality Control Board, Los Angeles Region (Los Angeles Water Board) adopted Resolution R4-2009-007 approving an amendment to Chapter IV of the Water Quality Control Plan for the Coastal Watersheds of Los Angeles and Ventura Counties (Basin Plan), to prohibit on-site wastewater disposal systems (OWDSs) in the Malibu Civic Center Area, as defined in Resolution R4-2009-007, (Basin Plan Amendment).

WHEREAS, On September 21, 2010, over the City's objections, the State Water Resources Control Board (State Water Board) adopted Resolution No. 2010-0045 approving the Basin Plan Amendment.

WHEREAS, On December 23, 2010, the Office of Administrative Law approved the regulatory provisions of the Basin Plan Amendment, the final step for the amendment to take effect.

WHEREAS, On August 19, 2011, the Parties entered into an MOU (2011 MOU) to memorialize the Parties' agreement to coordinate in the implementation of a wastewater treatment plan for the Malibu Civic Center Area, as defined in the Basin Plan Amendment, that employs both a plan and schedule to construct one or more centralized wastewater treatment facilities (Facility) in phases in the Malibu Civic Center Area and a comprehensive regulatory program with respect to OWDSs.

WHEREAS, the Basin Plan Amendment prohibits all new OWDSs in the Malibu Civic Center Area and prohibits the discharge from existing OWDSs based on a phased schedule to cease discharges from Phase One systems by November 5, 2015, and Phase Two systems by November 5, 2019. The Basin Plan Amendment does not prevent repairs, maintenance, and upgrades to existing OWDSs, provided that they do not expand the capacity of the systems or increase flows of wastewater.

WHEREAS, in October 2010, the City and the Water Boards entered into a tolling agreement by which they agreed to extend the time within which the City must bring an action against the Water Boards challenging their actions to approve the Basin Plan Amendment, which expired in October 2011. The purpose of the tolling

agreement was to afford the parties an opportunity to reach agreement on a phased implementation boundaries and other matters related to the substance of Basin Plan Amendment. This MOU extends the tolling agreement while the MOU is in effect.

WHEREAS, On December 4, 2014, the MOU was subsequently revised (2014 MOU) to provide additional time to complete Phase One by June 30, 2017, and Phase Two by November 5, 2022.

WHEREAS, On February 2, 2017, the 2014 MOU was subsequently revised (2017 MOU) to extend the Phase One competition date from June 30, 2017, to September 30, 2018, and Phase Two completion date from November 5, 2022, to November 5, 2024.

WHEREAS, On November 5, 2021, the 2017 MOU was subsequently revised (2021 MOU) to extend the completion date of formation of an assessment district within Malibu Civic Center Area in Phase Two from November 5, 2021, to June 30, 2022, because the City required additional time to seek and obtain state and federal grants and other funding sources. The 2021 MOU did not extend the final completion date of November 5, 2024, for Phase Two.

WHEREAS, a significant Native American cultural resource was discovered in the Malibu Civic Center Area in 2022 and 2023, requiring the redrawing of the Phase Two and Phase Three boundaries to avoid disruption to the resource; redesigning of the Phase Two wastewater collection, transmission, and treatment system; and changing of the schedule for completing the Phase Two tasks.

WHEREAS, the Parties have reached an agreement to revise the boundaries of Phase Two and Phase Three as depicted in the Phased Implementation Boundary Map in Exhibit A to this MOU, and to extend the Phase Two completion date from November 5, 2024, to August 27, 2031, and the Phase Three completion date from November 5, 2028, to September 25, 2035, and wish to memorialize the agreement in this MOU.

WHEREAS, the Parties have provided interested persons with an opportunity to comment on the MOU and have considered those comments prior to execution of the MOU by the Parties.

NOW, THEREFORE, the Parties do hereby agree as follows:

ARTICLE I - Purpose and Effect of MOU

A. **Purpose of MOU:** The purpose of this MOU is to further the objectives of the Porter-Cologne Water Quality Control Act and to memorialize the Parties' agreement to coordinate in the implementation of a wastewater treatment plan (as detailed below) in the Malibu Civic Center Area, as defined in the Basin Plan Amendment, that employs both a plan and schedule to construct one or

more state-of-the-art centralized wastewater treatment facilities in the Malibu Civic Center Area and a comprehensive regulatory program with respect to OWDSs.

B. **Effect of MOU:** The Parties agree to implement the prohibitions established in the Basin Plan Amendment in the manner set forth in this MOU. As long as the City is in compliance with the schedule set forth in this MOU, the Los Angeles Water Board will not amend the Basin Plan Amendment inconsistent with this MOU. The Parties agree to maintain a tolling agreement as long as this MOU remains in effect.

C. **Authority to Enter into MOU:** The City has authority to enter into this MOU, which is within the scope of its police powers. The Water Boards have authority to enter into this MOU pursuant to Water Code section 13225, subsections (a), (b), and (j).

ARTICLE II - Responsibilities of City

The City shall implement a wastewater treatment plan (Plan) in the Malibu Civic Center Area consisting of the following phases.

A. **Phase One:** By **September 30, 2018,** for the wastewater discharge of those properties within the boundaries of the yellow area shown on the map of the Malibu Civic Center Area attached hereto as Exhibit A and incorporated herein by this reference (Boundary Map), the City shall design and construct a central Wastewater Treatment Facility. In order to fund the construction of the Wastewater Treatment Facility, it is necessary that an assessment district be approved and formed in accordance with all applicable laws, including but not limited to Prop 218, which includes the property owners served by Phase One. Once approved, all property owners within the approved assessment district are required to connect to the Wastewater Treatment Facility. The City's Wastewater Treatment Facility may consider the use of deep well for groundwater injections without reverse osmosis as a method of dispersal of effluent from the Wastewater Treatment Facility. The City must obtain Waste Discharge Requirements (WDRs), for the Wastewater Treatment Facility, and all water must be treated to meet or exceed the requirements of applicable laws, regulations, and policy, including the Porter-Cologne Water Quality Control Act, the federal Clean Water Act, the Basin Plan, standards for advanced wastewater treatment set forth in Title 22 California Code of Regulations, Division 4, and total nitrogen of 10 mg/L. The City shall work in coordination with the Los Angeles Water Board and shall comply with the following deadlines to complete Phase One of the Plan.

1. By **September 30, 2011,** submit a schedule and list of public outreach meetings and materials developed to inform the public about the development of a wastewater treatment facility.

2. By **December 31, 2011,** complete and submit to the Los Angeles Water Board a recycle/reuse/storage study which shall identify the potential location and options to maximize the reuse of the Title 22 effluent, including the evaluation of the use of storage infrastructure. The study shall provide recommended water recycling goals and storage volume targets.

3. By **June 30, 2012,** complete and submit to the Los Angeles Water Board a conceptual groundwater injection plan that is based on field testing and modeling.

4. By **March 31, 2015,** complete and submit the certified Environmental Impact Report for the project in compliance with the California Environmental Quality Act (CEQA).

5. By **June 30, 2015,** complete and submit the design for the Wastewater Treatment Facility, which shall include the facility layout, electrical and pumping requirements, sewer line plans and profiles, disposal well design. Also submit to the Los Angeles Water Board a complete report of waste discharge pursuant to the Water Code.

6. By **September 30, 2015,** complete the formation of an assessment district for all properties within the Malibu Civic Center Area Phase One and provide that information to the Water Board.

7. By **September 30, 2015,** complete a plan to obtain all funding and property necessary to complete the Phase One project.

8. By **October 30, 2015,** complete and release a Bid Package for construction of the Phase One Wastewater Treatment Facility.

9. By **December 31, 2015,** complete contractor selection and initiate construction of the Phase One Wastewater Treatment Facility.

10. By **September 30, 2018,** complete the Phase One project, including successful startup of the Phase One Wastewater Treatment Facility and the connection of all properties within the Phase One boundaries to the Wastewater Treatment Facility. The City is required to operate the Facility in compliance with the WDRs.

B. **Phase Two:** By **August 27, 2031,** the City shall require all those developed properties within the beige-colored area shown on the attached Phases Two and Three Implementation Boundary Map (Exhibit A) to be connected to the centralized Wastewater Treatment Facility. The Facility shall be the same Facility as described in Phase One and subject to waste discharge

requirements issued by the Los Angeles Water Board. In order to fund the construction of the Wastewater Treatment Facility improvements and connections thereto, it is necessary that an assessment district be approved and formed in accordance with all applicable laws, including but not limited to Prop 218, which includes the property owners served by Phase Two. Once an assessment district is formed, all property owners within the approved assessment district in Phase Two area are required to connect to the Wastewater Treatment Facility.

The City shall comply with following deadlines to complete Phase Two of the Plan:

1. By **July 7, 2028,** complete and certify a subsequent or supplement Environmental Impact Report, if required, pursuant to CEQA.

2. By **September 6, 2028,** complete and submit to the Los Angeles Water Board a Design for Phase Two Wastewater Treatment Facility, which shall consist of facility layout, electrical and pumping requirements, sewer line plans and profiles, disposal well design. Also submit to the Los Angeles Water Board a complete report of waste discharge, if necessary, pursuant to the Water Code.

3. By **March 26, 2029,** complete the formation of an assessment district for all Phase Two properties within the Malibu Civic Center Area and provide that information to the Los Angeles Water Board.

4. By **October 15, 2028,** complete and release a Bid Package for construction of the Phase Two Wastewater Treatment Facility.

5. By **August 27, 2029,** complete contractor selection and initiate construction of the Phase Two Wastewater Treatment Facility.

6. By **August 27, 2031,** complete Phase Two project, including successful startup of the Phase Two Wastewater Treatment Facility and the connection of all properties within the Phase Two boundaries to the Wastewater Treatment Facility. The City is required to operate the Wastewater Treatment Facility in compliance with the WDRs.

During Phase Two, the City shall require properties in the Serra Retreat Area, shown within the red-colored outline in Exhibit A, to implement interim measures to reduce nitrogen and bacteria loadings prior to the start of Phase Three. The City shall conduct a feasibility study to evaluate alternatives, including advanced onsite wastewater treatment systems (AOWTSs) at individual properties and/or packaged treatment plant(s) to serve multiple properties, and provide estimated implementation timelines. The study shall

specifically consider properties in proximity to Malibu Creek for connection to a packaged plant(s), with an emphasis on utilizing aboveground sewage collection piping to minimize disturbance to Native American resources. The City shall submit a workplan for the study for Executive Officer approval by **January 9, 2028**. The City shall submit a draft report of study results and preliminary recommendations for Executive Officer approval by **January 3, 2029**. Upon Executive Officer approval, the City shall begin implementing the study's recommendations, either by requiring properties within the Serra Retreat Area to install AOWTS or connect to a package treatment plant(s) **by October 31, 2029**.

All interim measures, whether individual AOWTS or package treatment plant(s), shall conform to the requirements of the City of Malibu's Local Agency Management Program (LAMP) and shall be completed by **January 24, 2031.** Property owners must secure building permits and operating permits per City ordinances. These systems must be inspected every three years by a City-certified AOWTS inspector. Additionally, the City shall amend its LAMP and ordinances to require property owners in the Serra Retreat Area to hire a qualified professional to conduct quarterly effluent sampling and analysis for the following parameters: total suspended solids, total nitrogen, including organic nitrogen, ammonia nitrogen, nitrate nitrogen, and nitrite nitrogen, total phosphorus, and Fecal Indicator Bacteria.

C. Phase Three:

1. The City will begin connecting parcels in the Phase Three purple-colored area (Exhibit A) to the Wastewater Treatment Facility, if necessary, following the completion of Phases One and Two after completion of a water quality sampling program. This program will assess whether Phases One and Two have effectively reduced bacteria and nitrogen concentrations in Malibu Lagoon, as defined below.

i. Bacteria reduction: Within two years after Phase One is completed, there should be a one-log reduction in bacteria concentration, measured as Most Probable Number (MPN) per 100 milliliters (mL), on a consistent basis (75% of samples). Within one year after Phase Two is completed, there should be an additional one-log reduction in bacteria concentration (as MPN/100 mL). Sampling should occur at a minimum of six locations in Malibu Lagoon, as agreed upon by the City and the Los Angeles Water Board, covering two dry seasons. Baseline sampling data shall be collected 12 months prior to completion of the treatment system.

ii. Nitrogen reduction: Within two years after Phase One is completed, there should be a 50% reduction in total nitrogen concentration (measured as mg/L) on a consistent basis (75% of samples). Within

one year after Phase Two is completed, there should be an additional 50% reduction in total nitrogen concentration (in mg/L). Sampling should include a minimum of six locations within the Malibu Lagoon, as agreed upon by the City and the Los Angeles Water Board, covering two dry seasons. Base line sampling data shall be collected 12 months prior to completion of the treatment system.

2. Should the City and the Los Angeles Water Board determine that the implementation of Phase One and Phase Two has resulted in bacteria and nitrogen reduction as set forth in II.C.l above, the City shall proceed with implementation of Phase Three excluding any properties that the Los Angeles Water Board concludes and the City has demonstrated to have no contribution to bacteria or nutrient impacts to the Malibu Creek and Malibu Lagoon. Phase Three shall be completed and all non-excluded properties connected to the Wastewater Treatment Facility by **September 25, 2035.**

3. Between the date of the signing of this MOU and upon the determination that a Phase Three is or is not necessary, the City may authorize property owners within Phase Three areas to modify existing buildings upon installation of a filtration and disinfection system to their existing OWDSs in accordance with City regulations and waste discharge requirements only if the City finds that the modification is consistent with the protection of public health and the Basin Plan Amendment and if the property owner is notified of the provisions of the Basin Plan Amendment and the MOU. On March 31 and September 30 of each year, the City shall send written reports of any modifications approved in Phase III to the Los Angeles Water Board.

D. Water Sampling:

The City shall conduct water quality monitoring, including baseline monitoring in both the wet season and dry season, prior to startup of Phase Two and quarterly thereafter, to evaluate the effectiveness of the Wastewater Treatment Facility, as described in paragraph C above, throughout the project phases, which shall be concluded no later than **August 26, 2032**. The baseline water quality monitoring includes monitoring of surface water quality at ten locations and groundwater quality in nine shallow and deep groundwater wells, as required by the Monitoring and Reporting Program (MRP) No. CI 10042, issued by the Los Angeles Water Board in 2015.

E. Quarterly Monitoring Reports:

The City shall submit electronic quarterly progress reports in pdf format by January 30th, April 30th, July 30th, and October 30th and an annual summary report by January 30th of each year to the State Water Board GeoTracker database until such time that the Los Angeles Water Board determines that

compliance with the prohibitions has been achieved.

ARTICLE III - Responsibilities of the Water Boards

A. **No Amendments:** The Water Boards agree that they will not adopt any amendment to the Basin Plan Amendment, as long as this MOU is in effect, except that the Parties understand that amendments to the Basin Plan Amendment may be necessary to implement Phase Three and will cooperate to achieve the purposes of this MOU.

B. **Failure to Comply/No Third Party Beneficiary:** The Water Boards agree that they will not enforce the prohibitions against the property owners set forth in the Basin Plan Amendment so long as the City is in substantial compliance with the Plan set forth in Article II of this MOU and the property owners are in compliance with the Basin Plan Amendment conditions, applicable City requirements, and waste discharge requirements or a waiver issued by the Los Angeles Water Board. Notwithstanding the foregoing, this MOU does not create any rights in or obligation to any third party and may only be enforced by the Parties to this MOU.

C. **WDRs Application Processing:** The Los Angeles Water Board agrees to process and issue WDRs in a timely manner so not to delay the City's ability to meet the deadlines set forth in this MOU, and the permitting deadlines set forth in this MOU shall be extended by the amount of time beyond six months that the City's application for WDRs is pending before the Water Boards. The Los Angeles Water Board's decision to issue WDRs will be based on the administrative record after a public hearing and nothing in this MOU prejudges its decision.

D. **Funding Assistance:** The Los Angeles Water Board agrees to assist the City in obtaining funding for the Wastewater Treatment Facility upgrade and any associated water quality monitoring.

E. **Studies:** The City will continue to supply the Los Angeles Water Board with any ongoing or new water quality studies and monitoring reports that are completed within or near the Prohibition Area. The Los Angeles Water Board will consider all relevant available information in determining whether to remove any properties within Phase Three from the prohibition boundaries; specifically and without limitation, the Parties agree to evaluate whether new reports provide sufficient scientific evidence that inclusion of certain areas within Phase Three is no longer justified within the Prohibition boundary. The Los Angeles Water Board and the City intend to work cooperatively on any necessary amendment to the Basin Plan Amendment.

ARTICLE IV - Tolling

A. **Tolling Extended:** The Parties agree that the period during which the City must bring an action against the Water Boards challenging any aspect of the Water Board actions, including but not limited to the procedures the Water Boards followed and its environmental review under the CEQA, is hereby tolled and extended as of the effective date of this MOU for as long as this MOU is in effect, unless the tolling agreement is terminated earlier or extended by the Parties (the "Tolling Period"). The tolling agreement became effective on the date this MOU was originally signed by the City on August 11, 2011.

B. **No Time-Bar Defenses:** The Parties further agree that there shall be a suspension of any and all applicable statutory limitations and non-statutory periods, including, without limitation, the equitable doctrine of laches, which may otherwise apply to the City's claims, during the Tolling Period.

C. **No Revival of Stale Claims:** Nothing in this Agreement shall revive any claim, which, as of the commencement of the Tolling Period, would have been barred by any applicable statute of limitations.

D. **No Admission:** The entry into this Agreement by the Parties shall not be construed to represent any admission by any Party with respect to the subject or sufficiency of any Party's claims or any defenses thereto.

E. **Lawsuits:** The City agrees that while this MOU is in effect it will not file any litigation regarding the Basin Plan Amendment against the Water Boards, nor will it join in or support any third-party lawsuits against the Water Boards that may arise from the implementation of this MOU or the adoption of the Basin Plan Amendment.

ARTICLE V - Term of MOU

A. **Term of MOU:** The term of this MOU shall begin upon the date of the last signature below and shall terminate on completion of Phase Three, unless terminated earlier pursuant to this Article. During the term of this MOU, the Parties agree to negotiate, in good faith, modifications to the MOU that may be reasonably necessary to assure implementation of the Plan, including, but not limited to, the following changed circumstances:

1. There is a material change in the regulatory framework for wastewater management or water quality standards relevant to the implementation of the Plan in the Malibu Civic Center Area or the Basin Plan Amendment that would require additional time to implement; or

2. There is a material change in the cost or other impediment that warrants the Parties' attention in order to assure successful implementation of the

Plan in the Malibu Civic Center Area that would require additional time to implement.

B. **Termination:** This MOU may be terminated by the City, the State Water Board, or the Los Angeles Water Board by giving 45 days prior written notice in accordance with the notice provisions in Article VI(A) hereof. Said termination shall be effective only upon a duly noticed public meeting conducted by the City, the State Water Board, or the Los Angeles Water Board.

ARTICLE VI - General Provisions

A. **Notices:** Any notices or other communication required or permitted by this MOU shall be in writing and shall be delivered to the Representatives of the Party at the addresses set forth below. Parties shall promptly notify each other of any change of contact information provided below. Written notice shall include notice delivered via email. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth below.

To the State Water Board:

Eric Oppenheimer, Executive Director
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100
Email: Eric.Oppenheimer@waterboards.ca.gov

Michael A.M. Lauffer, Chief Counsel
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100
Email: Michael.Lauffer@waterboards.ca.gov

Amelia Carder, Attorney III
State Water Resources Control Board
1001 I Street, 22nd Floor
Sacramento, CA 95814
Email: Amelia.Carder@Waterboards.ca.gov

To the Los Angeles Water Board:

Susana Arredondo, Executive Officer
Los Angeles Regional Water Quality Control Board
320 W. Fourth Street, Suite 200

Los Angeles, CA 90013
Email: Susana.Arredondo@Waterboards.ca.gov

James Kang, Ph.D., P.E.
Manager, Groundwater Permitting, Land Disposal, and Commercial, Industrial, and Institutional Stormwater Permitting Section
Los Angeles Regional Water Quality Control Board
320 W. Fourth Street, Suite 200
Los Angeles, CA 90013
Email: Jim.Kang@waterboard.ca.gov

To the City:

Bruce Silverstein, Mayor
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Email: BSilverstein@malibucity.org

Joseph Irvin, City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Email: JIrvin@malibucity.org

Trevor Rusin, Interim City Attorney
Best Best & Krieger
300 South Grand Ave., 25th Floor
Los Angeles, CA 90071
Email: Trevor.Rusin@bbklaw.com

B. **Relationship of the Parties:** The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party or otherwise act as an agent of another Party except as expressly provided to the contrary by this MOU.

C. **Cooperation, Further Acts:** Parties shall cooperate fully with one another to attain the purposes of this MOU. The City will report regularly to the Los Angeles Water Board on the status of progress in implementing this MOU.

D. **Amendments:** All amendments must be in writing, approved and executed by all Parties. The Parties shall meet and confer prior to the conclusion of Phase One, or other times as appropriate, to evaluate the need for revisions to the schedule for Phase Two and Phase Three.

E. **Reservation of Rights:** Each Party shall be solely responsible and liable in connection with its actions associated with its responsibilities under this MOU. For purposes of this MOU, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations. Nothing in this MOU is intended to limit the legal authority or responsibilities of the Parties, except as agreed to herein. The Los Angeles Water Board intends to terminate the MOU if the City is not in substantial compliance with the Plan set forth herein; in which case, the Water Boards may enforce the Basin Plan Amendment as written against the City and other entities as authorized by the Porter-Cologne Water Quality Control Act or other applicable law.

F. **Third Parties:** Nothing in this MOU is intended to create duties or obligations to or rights in third parties to this agreement or effect the legal liability of the parties to this MOU.

G. **Enforcement:** The Parties agree to cooperate in implementation of the Basin Plan Amendment as set forth in this MOU. The Los Angeles Water Board and the State Water Board have jurisdiction to enforce the Basin Plan Amendment. The City agrees to coordinate in any enforcement action by supplying the Water Boards with property and owner information. The City agrees to require connection to the Wastewater Treatment Facility for every parcel within an approved assessment district. Should any property owner within an assessment district refuse to connect, the Parties agree to coordinate in all necessary action as described above to gain compliance. The City and the Water Boards shall use their respective enforcement authorities to attain compliance with the Basin Plan Amendment.

If an assessment district is not approved by dischargers in Phase Two, the Los Angeles Water Board may enforce all State policies, plans, or regulations to gain compliance, including the requirement to upgrade each OWDS to advance treatment, or other appropriate means by **February 1, 2029**. Advanced treatment for OWDS is defined as disinfection treatment to a level that meets applicable water quality standards for Fecal Indicator Bacteria and denitrification not to exceed a total nitrogen concentration of 10 mg/L. All property owners that are required to upgrade their system will need to obtain City of Malibu building permits and obtain an operating permit in accordance with City ordinances. The City's operating permit program requires that advanced residential OWDS must be inspected every three years by a certified OWDS inspector. The Los Angeles Water Board will also require effluent monitoring for these systems that shall be submitted and reviewed by the Los Angeles Water Board on a quarterly basis for total suspended solids, total nitrogen, total phosphorus, and Fecal Indicator Bacteria as appropriate.

H. **Dispute Resolution:** The Parties agree to attempt to informally resolve any disputes that arise with respect to this MOU prior to terminating the MOU by notifying the other party if a dispute arises and identifying the issues in dispute. Each party reserves its rights if informal dispute is not effective.

I. **Governing Law:** This MOU is governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

J. **Authorized signatures:** The Parties hereby represent and warrant that their respective signatory of this MOU is duly authorized to execute and bind the agency for which he signs.

K. **Severability:** If any provision of this MOU shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this MOU shall not be affected and this MOU shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOU.

IN WITNESS WHEREOF, the Parties to this MOU have caused this MOU to be executed on their behalf as of the date specified below, respectively, as follows:

FOR THE STATE WATER RESOURCES CONTROL BOARD:

Dated:

Eric Oppenheimer, Executive Director
State Water Resources Control Board

_____
Eric Oppenheimer

APPROVED AS TO FORM:

Michael A. M. Lauffer, Chief Counsel
State Water Resources Control Board

_____
Michael A .M. Lauffer

FOR THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD:

Dated:

Susana Arredondo, Executive Officer
Los Angeles Regional Water Quality Control Board

Susana Arredondo

APPROVED AS TO FORM:

Amelia Carder, Attorney III
State Water Resources Control Board

Amelia Carder

FOR THE CITY OF MALIBU:

Dated:

Bruce Silverstein, Mayor
City of Malibu

Bruce Silverstein

ATTEST:

Kelsey Pettijohn,
City Clerk

Kelsey Pettijohn

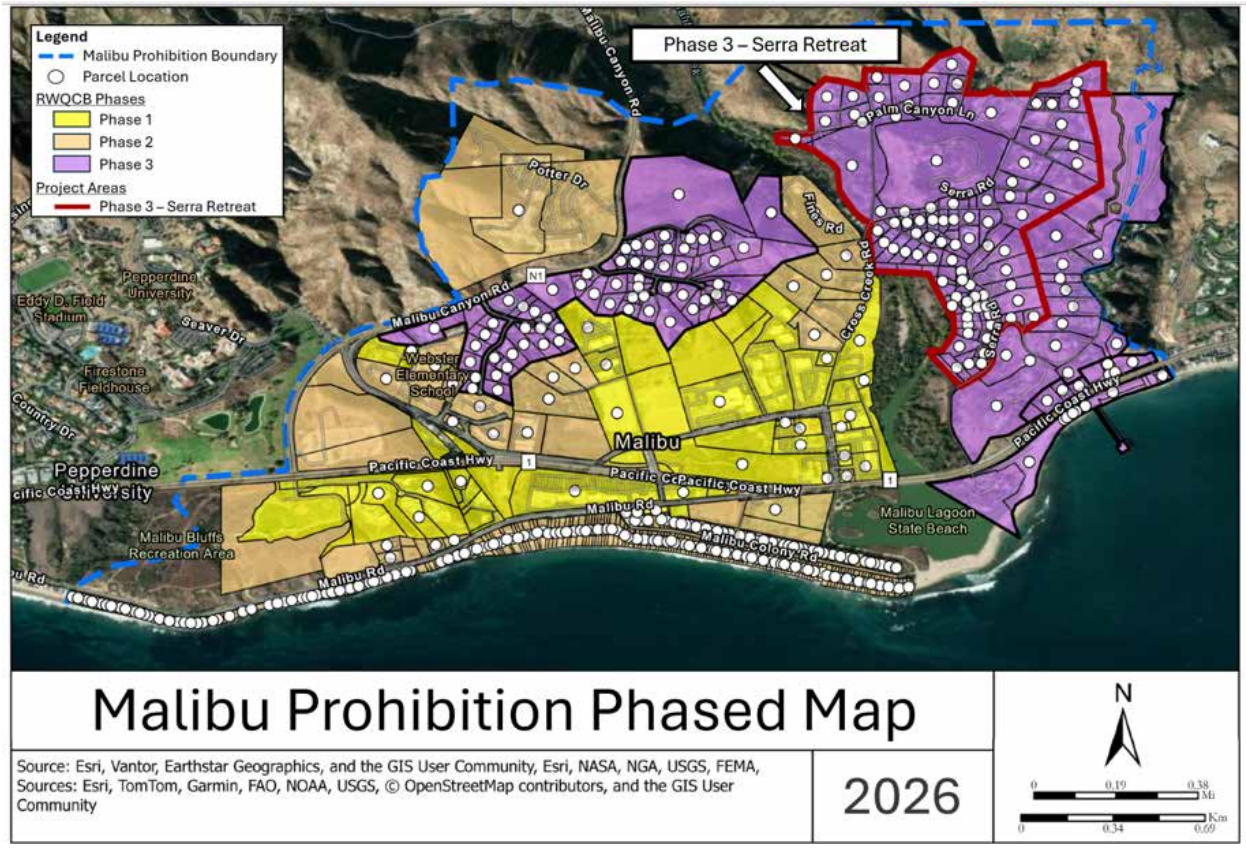
APPROVED AS TO FORM:

Trevor Rusin
Interim City Attorney

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

Trevor Rusin

Exhibit A: Phases Two and Three Implementation Boundary Map



Draft 2026 Malibu MOU Implementation Schedule
September 14, 2026

Task Item	MOU Implementation Schedule
MOU Amendment:	
- City Council Update (19 Days)	8/26/2026 – 9/14/2026
- RB Public Notice and Comment Period (30 Days)	9/15/2026 – 10/15/2026
- RB Board Approval (13 Days)	11/6/2026 - 11/19/2026
- City Final Approval (49 Days)	11/23/2026 – 1/11/2027
Phase 2 Project Re-Design:	
- Re-Design Financing/Bond (182 Days)	1/11/2027 – 7/12/2027
- Amended Design Agreement (30 Days)	6/12/2027 – 7/12/2027
- Preliminary Re-Design, including Revised Eng. Design Report (180 Days)	7/13/2027 – 1/9/2028
- Final Re-Design (240 Days)	1/10/2028 – 9/6/2028
Serra Retreat Feasibility	
- Serra Retreat Feasibility Report Workplan (90 Days)	10/11/2027 – 1/9/2028
- Serra Retreat Feasibility Report (360 Days)	1/9/2028 – 1/3/2029
- Serra Retreat Pre-Implementation (180 Days)	1/4/2029 – 7/3/2029
Community Outreach (442 Days)	1/9/2028 – 3/26/2029
Securing Easements (323 Days)	18/9/2028 – 11/27/2028
Environmental/Coastal Development Permitting (CDP):	
- Addendum to EIR (180 Days)	1/9/2028 – 7/7/2028
- Amendment to CDP (180 Days)	1/9/2028 – 7/7/2028
DFA SRF Review and Approval:	
- Amended Scope of Work for SRF Application (60 Days)	7/12/2027 – 9/10/2027
- SRF Environmental Review (241 Days)	1/9/2028 – 9/6/2028
- SRF Legal Review (60 Days)	4/25/2029 – 6/24/2029
- SRF Funding Agreement Execution – LA Water Board (30 Days)	6/24/2029 – 7/24/2029
- SRF Funding Agreement Execution – City of Malibu (30 Days)	7/24/2029 – 8/27/2029
Construction Bidding:	
- Advertise for Construction Bidding (60 Days)	8/16/2028 – 10/15/2028
- Receive and review construction bids (21 Days)	10/15/2028 – 11/5/2028
Assessment District Formation:	
- Assessment District Engineer's Report (280 Days)	2/21/2028 – 11/27/2028
- Notice to Initial Assessment District (30 Days)	11/27/2028 – 12/27/2028
- Prop 218 Notice Period (45 Days)	12/27/2028 – 2/10/2029
- Formation of Phase 2 Assessment District (30 Days)	2/10/2029 – 3/26/2029
Construction:	
- Award of construction contracts (30 Days)	7/28/2029 – 8/27/2029
- Construction of Pipelines and Pump Stations (422 Days)	8/27/2029 – 10/23/2030
- Construction of Phase 2 treatment plant upgrades (450 Days)	8/27/2029 – 11/20/2030
- Startup and Commissioning (90 Days)	11/20/2030 – 2/18/2031
- Private Lateral Connections and startup (280 Days)	11/20/2030 – 8/27/2031
Serra Retreat Implementation (450 Days)	10/31/2029 – 1/24/2031
Water Quality Assessment Report (365 Days)	8/27/2031 – 8/26/2032
Phase 3 completion, if necessary (1,095 Days)	9/25/2032 – 9/25/2035

Council Agenda Report

City Council Meeting
09-14-26
Item 1.B.7.

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

Prepared by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 26, 2026 Meeting date: September 14, 2026

Subject: Amendments to Professional Services Agreement for Contract Planning and Management Services for Non-Palisades Fire Rebuild Projects

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RECOMMENDED ACTION: 1) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with Casswell Consulting, Inc. for contract planning services; 2) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with California Coastal Works LLC for contract planning services; and 3) Authorize the Mayor to execute a professional services agreement with California Coastal Works LLC for management services.

FISCAL IMPACT: Funding for these services is included in the Adopted Budget for Fiscal Year 2026-27 in Account No. 101-2001-5100 (Planning Professional Services) and is for Services through Fall 2029.

Table 1 summarizes the existing agreement amounts, expenditures to date, additional authorization proposed for the two-year extension period, and applicable funding sources.

Table 1 – Agreement & Amendment Compensation

Consultant / Service	Existing Agreement Amount	Invoiced to Date	2-Year Amendment	Total Agreement	FY 26-27 Funding Source
California Coastal Works	$275,000	$37,121	$0	$275,000	Applicant-funded Deposits
Casswell Consulting	$470,000	$329,320	$470,000	$940,000	Planning Professional Services
TOTAL	**$745,000**	**$366,441**	**$470,000**	**$1,215,000**	

Although $237,879 remains under the California Coastal Works contract planning agreement, staff does not anticipate using this contract authority during the extension

period. Contract planning work is expected to be funded through applicant deposits. The remaining authority would be used only if needed to maintain service levels in the event the Department loses contract planning resources from another consulting firm.

Table 2 – Management Services Agreement

Consultant / Service	Per Year	Total Agreement	FY 26-27 Funding Source
California Coastal Works	$312,000	$624,000	Planning Professional Services
TOTAL	**$312,000**	**$624,000**	

The new California Coastal Works management services agreement reflects the Department's FY 2026-2027 staffing plan, under which the Planning Manager and Principal Planner positions were placed on hold. The combined annual personnel cost of the two positions is approximately $412,000. The California Coastal Works agreement has an annual not-to-exceed amount of $312,000, approximately $100,000 less per year.

The compensation amounts are not-to-exceed amounts and are not guaranteed payments to the consultants. Consultants are paid only for services performed. The amounts shown above therefore represent maximum contract authority over the two-year period, not guaranteed expenditures.

The agreements addressed in this report support regular Community Development Department operations. Palisades Fire recovery services are provided under separate agreements and funded through separate Palisades Fire recovery accounts.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan

Goal 1: Support Community Rebuilding and Long-Term Recovery
Objective 1.2: Modernize development policies and procedures citywide to support resilient community development.
Project: Development Policy & Procedure Updates

DISCUSSION: The Community Development Department utilizes contract planning services to augment City staffing, process current planning development applications, and support long-range planning and inter-agency projects. Contract planners have enabled the Department to maintain service levels, address fluctuating workloads, and advance priority projects while permanent staffing needs and operational demands continue to evolve.

On May 24, 2024, the City issued a Request for Proposals (RFP) for contract planning services to address staffing vacancies and improve the development review process.

The RFP sought experienced planning professionals to support regular operations and Woolsey Fire recovery, as well as consultant support to manage digital application submittals.[1] Following evaluation of the proposals, interviews, and negotiations, the City entered into two-year professional services agreements with multiple firms.

The current contract planning agreements expire in Fall 2026. At this time, staff recommends extending the agreements with California Coastal Works LLC and Casswell Consulting, Inc. Amendments to additional contract planning agreements are anticipated to be presented to the City Council for consideration at future meetings.

Consistent with the reduction in the FY 2026-2027 professional services budget, the Department has reduced its overall contract planning resources. Staff continues to monitor established performance metrics, including application processing times and workload, to evaluate the impact of these reductions and ensure service levels are maintained.

The consultants recommended for extension range in experience from former planning directors to senior planners. They currently assist with approximately 45 planning applications pending review, as well as capital improvement projects, long-range planning assignments, and special projects.

Contract planners have also provided continuity during staff recruitment and onboarding, allowing newly hired planners time to become familiar with the City's regulations, procedures, and active caseloads before assuming full workloads. Maintaining contract planning support also provides the Department with flexibility to address changing workloads while allowing full-time staff to maintain established performance standards.

California Coastal Works

California Coastal Works LLC will provide services under two separate agreements supporting regular Planning Division operations. The first is the existing agreement for contract planning services, which staff recommends extending for an additional two-year term with no additional compensation. During the extension period, regular contract planning services are anticipated to be limited to complex applicant-funded work performed through deposits. Although funding remains in existing contract authority, staff does not anticipate using these funds and would utilize the remaining funds only as needed to maintain service levels in the event the Department loses contract planning resources from another consulting firm.

The second is a new agreement for management services, specifically working on long-range planning projects and overseeing contract planners. California Coastal Works currently provides these services under a separate agreement supporting the City's Palisades Fire recovery efforts. The consultant provides oversight and coordination of

[1] The City Council approved an amendment to the agreement for digital application submittal services on August 24, 2026; therefore, those services are not included in this report.

contract planners, reviews staff reports and other planning work products, provides guidance on conformance reviews and complex planning matters, and assists with numerous long-range planning projects. These services are particularly important during FY 2026-2027, as the Planning Manager and Principal Planner positions have been placed on hold due to the City's budget reductions. Accordingly, staff recommends transitioning these services from the Palisades Fire recovery agreement to a new professional services agreement funded through Planning Professional Services.

Casswell Consulting, Inc.
Casswell Consulting, Inc. provides contract planning services for regular Planning Division operations. The proposed amendment extends the agreement for two years and adds $470,000 in compensation. The consultant is currently assigned to more than 70 planning applications in various stages of the permitting process, including approximately 35 applications under active review. The majority of these applications involve Coastal Development Permits.

Given the Department's current workload and continued focus on wildfire recovery, staff recommends extending the existing agreements rather than conducting a new procurement at this time. During the two-year extension, staff will continue to monitor workloads and processing times and evaluate the appropriate use of contract planners as staffing levels change. Staff will conduct a new competitive procurement for contract planning services before the extended agreements expire.

CONCLUSION: Staff recommends that the City Council authorize the Mayor to execute amendments to the agreements with California Coastal Works, LLC and Casswell Consulting, Inc. for two additional years; and enter into a new agreement with California Coastal Works LLC for management services.

ATTACHMENTS:

1. Amendment to Agreement with California Coastal Works LLC
2. Amendment to Agreement with Casswell Consulting, Inc.
3. Professional Services Agreement with California Coastal Works LLC

Docusign Envelope ID: 00EC09D3-5E86-8C99-8375-5E9281A68764

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 September 14, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and California Coastal Works, LLC, a California limited liability company, 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 September 23, 2024, the City entered into a Professional Services Agreement with Consultant for consulting services for certain projects relating to contract planning services including long range planning (the "Agreement").

B. The Parties desire to amend the Agreement to extend the Term of the Agreement by two years, 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 2.0 of the Agreement (Term of Agreement) is hereby extended for two years to September 23, 2028.

2. 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.

3. 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.

4. All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

5. The effective date of this Amendment is September 14, 2026.

[Signatures on the Following Page]

Docusign Envelope ID: 00EC09D3-5E86-8C99-8375-5E9281A68764

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

CALIFORNIA COASTAL WORKS, LLC, a California limited liability company

By: Signed by: CB6898D4710F44E... _____
Name: Joseph D. Smith
Title: Principal

Docusign Envelope ID: AF63F765-25BB-8521-82A5-AA5B69CB4F07

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 September 14, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Casswell Consulting, Inc., a California 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 September 23, 2024, the City entered into a Professional Services Agreement with Consultant for consulting services for certain projects relating to contract planning services (the "Agreement").

B. The Parties desire to amend the Agreement to increase Consultant's compensation by $470,000 and extend the Term of the Agreement by two years, 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 2.0 of the Agreement (Term of Agreement) is hereby extended for two years to September 23, 2028.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit B attached hereto to increase the compensation in the amount of $470,000 for a total not to exceed $940,000, except for work performed under an Applicant Deposit. For services not performed under an Applicant Deposit, compensation shall not exceed $19,583 per month. The compensation set forth in Exhibit B is in addition to the compensation set forth in the original Agreement.

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 remain in full force and effect.

Docusign Envelope ID: AF63F765-25BB-8521-82A5-AA5B69CB4F07

7. The effective date of this Amendment is September 14, 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

CASSWELL CONSULTING INC., a California corporation

By: Signed by: Richard A Casswell A0694A767A55429...
Name: Rick Casswell
Title: Principal

Docusign Envelope ID: AF63F765-25BB-8521-82A5-AA5B69CB4F07

Exhibit B
Compensation for Services

The City shall compensate the Consultant for services performed and costs incurred under this Agreement in accordance with the fee and cost schedule. No additional compensation shall be paid for any other expenses unless such expenses are approved in advance in writing by the City Manager or his/her designee.

1. FEE

Consultant will perform the services on an hourly basis, in accordance with the rate schedule below. The Not to Exceed Fee represents all cost associated with the delivery of each task including travel time with the exception of travel expenses as described below. Consultant shall submit itemized invoices identifying the specific tasks performed, corresponding hours, and associated costs for each billing period.

Compensation for a 2-Year Extension: $470,000
Annual estimated budget: $235,000, except for work performed under an Applicant Deposit
Not-to-exceed monthly: $19,583

Schedule 1 – Hourly Rate

Rick Casswell, Principal	$185 (consultant rate)
	$120 (consultant rate for travel to/from City of Malibu for services related to Scope of Work)

All rates listed above shall include overhead costs including, but not limited to, salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

2. TRAVEL EXPENSE BUDGET

Reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided such as lodging and transportation cost which exceed attendance of meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Community Development Director or his/her designee. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

3. NON-BILLABLE ADMINISTRATIVE OVERHEAD

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu (not related to Scope of Work).
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of September 14, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and California Coastal Works, LLC, a California limited liability company (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 project management services including oversight and coordination of planning activities and contract planning services.

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 September 27, 2026, and will remain in effect for a period of two 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.

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 fee and cost schedule set forth in Exhibit B (the "Compensation For Services"), attached hereto

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and made part of this Agreement. The cost of services is estimated at $312,000 annually, for a total amount not to exceed $624,000 for the term of the Agreement. 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.

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

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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, and/or agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees or subconsultants in the performance of services under this Agreement.

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.

6.6 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

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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.

6.7.2 Consultant shall have no authority to bind the City in any manner, whether by contract or otherwise, unless such authority is conferred in writing by the City Manager or their designee. Consultant shall no authority to make any final decisions on behalf of the City. All such final decisions shall be reviewed and approved by the City Manager or their designee.

6.7.3. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of the City. Consultant shall represent that Consultant and Consultant's officers, employees, or agents are contract planners for the City. Consultant's title for purpose of correspondence with the City and the public shall be Contract Principal Planner and shall report to and defer final decisions to the Community Development Director or their designee. Consultant will be provided a City email address (jsmith@malibucity.org) and reference the City's physical address (23825 Stuart Ranch Road, Malibu CA 90265) for purposes of correspondence with the public. Neither Consultant, nor any of Consultant's officers, employees, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

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

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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 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

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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:**	California Coastal Works, LLC, a California limited liability company Joseph D. Smith, AICP Principal 1330 Camino Del Mar Del Mar, CA 90214 TEL (619) 943-1337 jsmith@californiacw.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 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

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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.

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.

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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 Initial JS __

[Signatures on the Following Page]

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This Agreement is executed on _____.

CALIFORNIA COASTAL WORKS, LLC, a California limited liability company:

By: Signed by: Joseph Smith CB6898D4710F44E... _____
Name: Joseph D. Smith
Title: Principal

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

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EXHIBIT A
SCOPE OF WORK

PART A – MANAGEMENT SERVICES

The Consultant will provide management level planning services such as the following:

1. Plans, directs, coordinates, and reviews the work plan for the Community Development Department, Planning Division; meets with staff to identify and resolve problems; assigns work activities, projects, and programs; monitors workflow; reviews and evaluates work products, methods, and procedures.
2. Oversees application and permit review on planned residential, commercial, and institutional projects, use permits, variances, and zoning changes.
3. Serves as a liaison for the Community Development Department, Planning Division with other City departments, departments, and outside agencies; provides staff support to commissions, committees, and task forces, as necessary; negotiates and resolves significant and controversial issues.
4. Provides highly complex staff assistance to the Community Development Director or his/her designee; develops and reviews staff reports related to planning activities and services; may present reports to the Planning Commission, City Council and other commissions and committees.
5. As necessary, participates on a variety of boards, commissions, committees, and task forces, and attends and participates in professional groups and committees; stays abreast of new trends and innovations in the field of planning.
6. Receives, investigates, and responds to problems and complaints from citizens in a professional manner; identifies and reports findings and takes necessary corrective action.
7. As necessary, conducts site inspections; makes determinations if projects are in compliance with laws, regulations, and ordinances; makes recommendations regarding changes.
8. Reviews various documents including City Council reports, resolutions, ordinances, Planning Commission reports and resolutions for current planning applications and long range planning and code amendments.
9. Review CEQA documents as needed but does not prepare CEQA documents.
10. Provide training for staff, as needed.

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PART B – OTHER

1. Demonstrate an area of expertise with regulatory documents similar to those used by the City of Malibu Community Development Department, Planning Division:
    i. City of Malibu Local Coastal Program
    ii. City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning)
    iii. City of Malibu General Plan
    iv. City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Overlay Districts, etc.
    v. Coastal Act
    vi. CEQA Guidelines
    vii. Subdivision Map Act
    viii. Permit Streamlining Act
    ix. City Council Policies
    x. City of Malibu Planning Director Interpretations Manual
2. Perform project management duties including the maintenance of the development database and tracking of deadlines, application submittal requirements, and workload.
3. Response Turnaround Times: Respond within one (1) business day to questions from City staff and members of the public Record Keeping: Maintain proper record keeping. Files shall be organized, up to date, and ready for public review at all times including digital records. All records shall be date-stamped and properly identified. City records, including planning files, shall not be removed from City Hall without authorization. In addition, the Development Database shall be maintained with all project milestones and reflect current status.
4. Meetings: Meetings with applicants and members of the public may be held in City Hall, on the project site (e.g., onsite visits), or virtually. In an effort to create a perception of unbiased level of customer service, socializing with applicants is strongly discouraged.
5. Demonstrate knowledge of computer applications including Microsoft Office Word, Excel, PowerPoint, Access, Teams, and GIS.

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EXHIBIT B
COMPENSATION FOR SERVICES

The City shall compensate the Consultant for services performed and costs incurred under this Agreement in accordance with the fee and cost schedule. No additional compensation shall be paid for any other expenses unless such expenses are approved in advance in writing by the City Manager or his/her designee.

1. FEE

Minimum monthly retainer rate of $23,500 per month. The minimum monthly retainer represents up to 20 hours per week of services to be provided. Travel time to/from the Consultant's business address to/from the City or to/from any other location on behalf of the City will be billed at 50% (e.g., one hour of travel is equal to 30 minutes of time). Consultant shall be compensated on an hourly basis at a rate of $295 per hour for additional services or travel time provided beyond 20 hours per week. If Consultant anticipates that the services or billable travel time for any month will exceed the amount covered by the monthly retainer, Consultant shall notify the City and obtain the City's approval before incurring any additional fees.

Not to exceed compensation for 2-Year term: $624,000
Annual estimated budget: $312,000

Schedule 1 – Hourly Rate

Classification	Amount
Principal-In-Charge (Joseph D. Smith)	$295/hr (consultant rate) $175/hr (consultant rate for travel to/from City for services related to Scope of Work)

All rates listed above shall include overhead costs including, but not limited to, salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

2. TRAVEL EXPENSE BUDGET

Reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided such as lodging and transportation cost which exceed attendance of meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Community Development Director or his/her designee. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals unless a pre-approved per diem is authorized in writing by the City. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

3. NON-BILLABLE ADMINISTRATIVE OVERHEAD

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.

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- Meetings to discuss work performance, contract, or additional services.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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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.

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.

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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.

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

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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 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.

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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
09-14-26
Item 1.B.8.

Council Agenda Report

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

Prepared by: Christina Muñoz, Deputy City Clerk

Reviewed by: Kellan Martz, Assistant City Attorney

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 11, 2026 Meeting date: September 14, 2026

Subject: Resolution Ratifying the Director of Emergency Services' Proclamation of Existence of a Local Emergency and Declaring the Same – Sea Level Drive Sinkhole

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RECOMMENDED ACTION: Adopt Resolution No. 26-62 confirming existence of a local emergency, and ratifying the proclamation of local emergency by the Director of Emergency Services as a result of a sinkhole and associated hazardous conditions along Sea Level Drive in the City of Malibu.

FISCAL IMPACT: There is no fiscal impact with the recommended action. The existence of the local emergency may help qualify the City for the possibility of reimbursement for disaster response expenditures should a Federal or State disaster be declared.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan Goal 3: Advance Infrastructure Resilience.

Goal 3: Advance Infrastructure Resilience
Objective 3.1: Develop and fund a comprehensive Infrastructure Resilience Plan.
Strategy: Coastal Resiliency Infrastructure

DISCUSSION: The City has adopted an emergency plan that includes an emergency services organization that is activated in the case of natural disasters. This organization allows the City to quickly respond and coordinate the functions of the City with other public agencies/organizations and those affected by the disaster. Title 2, Chapter 2.52 of the Malibu Municipal Code empowers the Director of Emergency Services to proclaim the existence of a local emergency when the City is affected by a public calamity and the City

Council is not in session. The Director's proclamation must be ratified by the City Council within seven days or it will expire.

Per Malibu Municipal Code section 2.52.020 an emergency is defined as: "the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, landslide, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or the imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this city, requiring the combined forces of other political subdivisions to combat."

On September 8, 2026, a sinkhole emerged near 31630 Sea Level Drive. Based on available information, conditions associated with the sinkhole are believed to have begun developing on September 7, 2026. The sinkhole is approximately twenty-five to thirty feet deep and thirty by sixty feet wide. Conditions continue to be evaluated, and the full extent of the impacts is not yet known.

The sinkhole poses an imminent danger to homes and residents along Sea Level Drive. At the time of the proclamation, seven residences had been red-tagged due to hazardous conditions resulting from the sinkhole, and an additional 24 residences were identified for red-tagging due to the loss of safe vehicular access. Gas service to the affected area has been shut off, and water service may also be discontinued as conditions warrant. These circumstances have significantly impaired access to affected properties and created conditions requiring immediate emergency response and protective measures.

Emergency personnel access is severely constrained and may be impassable due to the large portion of the roadway that has collapsed. The remaining intact portion of the roadway is too narrow to accommodate emergency response vehicles, including fire engines and other large apparatus. This creates a substantial risk to public safety and emergency response capabilities.

Conditions are likely to worsen with forecasted high tides and rains. Hurricane Marie has caused increased rainfall and high surf, and a Coastal Flood Advisory was issued through 11:00 p.m. on September 8, 2026. An El Niño rainy season is forecasted for fall and winter 2026. According to the NOAA Climate Prediction Center, the El Niño weather pattern is strengthening, with a greater than 90 percent chance of a very strong, or "Super," event. A strengthening "Super" El Niño brings a high risk of record sea levels, severe coastal flooding, and dramatic beach narrowing to the California coast this winter.

Due to the immediate and ongoing threat to persons and property, and the significant impact to access and emergency response capabilities, the Director of Emergency Services determined that conditions of extreme peril existed and proclaimed that a local emergency existed throughout the City of Malibu on September 8, 2026.

The City Council was not in session and could not immediately be called into session at the time of the proclamation. Pursuant to Malibu Municipal Code Chapter 2.52, the Director of Emergency Services is authorized to proclaim the existence of a local emergency under these circumstances. The proclamation remains in effect until September 15, 2026, unless the declaration is ratified by the City Council within seven days of the proclamation.

Before the City Council today is a resolution ratifying the Director of Emergency Services' proclamation and confirming the existence of a local emergency. If adopted, the City Council will review, and as needed renew, this action at least every 60 days. The declaration will enable City staff to take actions necessary to respond to the conditions created by the sinkhole and associated impacts to Sea Level Drive, surrounding properties, and emergency access.

ATTACHMENTS:

1. Resolution No. 26-62
2. Proclamation of Existence of a Local Emergency

RESOLUTION NO. 26-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU CONFIRMING EXISTENCE OF A LOCAL EMERGENCY, AND RATIFYING THE PROCLAMATION OF LOCAL EMERGENCY BY THE DIRECTOR OF EMERGENCY SERVICES

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

SECTION 1. Recitals.

A. Title 2, Chapter 2.52 of the Malibu Municipal Code designates the City Manager as the Director of Emergency Services and empowers him to proclaim the existence or threatened existence of a local emergency if the City Council is not in session, subject to ratification by the City Council within seven days, when the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City exist which are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat. The City's Emergency Operations Plan identifies the City Manager to act as the Director of Emergency Services if the City Manager is unavailable.

B. On September 8, 2026, a sinkhole emerged near 31630 Sea Level Drive. Based on currently available information, conditions associated with the sinkhole are believed to have begun developing on September 7, 2026. The sinkhole is approximately twenty-five to thirty feet deep and thirty by sixty feet wide. Conditions are continuing to be evaluated, and the full extent of the impacts is not yet known.

C. The sinkhole poses imminent danger to the homes and residents along Sea Level Drive. At the time of the proclamation, seven residences had been red-tagged due to hazardous conditions resulting from the sinkhole, and an additional 24 residences were to be red-tagged due to the loss of safe vehicular access. Gas and water service to the affected area had been shut off, and electrical service has also been shut off for approximately 13 properties. These circumstances have significantly impaired access to affected properties and created conditions requiring immediate emergency response and protective measures.

D. Emergency personnel access is severely constrained and vehicle access is cut off due to the large portion of the road that has collapsed. The intact portion of the roadway is too narrow to accommodate emergency response vehicles, including fire engines and other large apparatus, creating a substantial risk to public safety and emergency response capabilities.

E. Conditions are likely to worsen with forecasted high tides and rains. Hurricane Marie has caused increased rainfall and high surf. A Coastal Flood Advisory was issued until 11:00 p.m. on September 8, 2026, and dangerous conditions still persist. An El Niño rainy season is forecasted for fall and winter 2026. According to the NOAA Climate Prediction Center, the El Niño weather pattern is strengthening, with a greater than 90% chance of a very strong (Super) event. A strengthening "super" El Niño brings a high risk of record sea levels, severe coastal flooding, and dramatic beach narrowing to the California coast this winter.

F. On September 8, 2026, pursuant to his authority under Malibu Municipal Code Section 2.52.060, the Director of Emergency Services issued an Order establishing a mandatory and immediate evacuation for the western portion of Sea Level Drive beginning at 31615 Sea Level Drive through the end of the street, including residences on the north and south sides of the street. The Order applies to all persons, except emergency personnel engaged in official duties, including residents, guests, and visitors. The Los Angeles County Sheriff's Department, in its capacity as the City's local law enforcement agency, was directed to effectuate the Order.

G. The Director of Emergency Services of the City proclaimed the existence of a local emergency on September 8, 2026, which proclamation will expire on September 15, 2026 unless ratified by the City Council.

H. The Director of Emergency Services now requests the City Council ratify the Director's proclamation of the existence of a local emergency in accordance with Malibu Municipal Code Section 2.52.060

SECTION 2. It is hereby proclaimed that a local emergency now exists throughout the City and that the proclamation of the Director of Emergency Services is ratified. It is further proclaimed and ordered that during the existence of this local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this City shall be those prescribed by State law and by the ordinances and resolutions of this City.

SECTION 3. The local emergency shall be deemed to continue and exist until its termination is proclaimed by the City Council. As required by law, the City Council shall review the need to continue the state of emergency every 60 days until this resolution is terminated.

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

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 14th day of September 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney
(seal)

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City of Malibu

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

PROCLAMATION OF EXISTENCE OF LOCAL EMERGENCY
(By the Director of Emergency Services)

AN EXECUTIVE ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF MALIBU DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

The Director of Emergency Services for the City of Malibu does hereby find, order and declare as follows:

WHEREAS, the California Emergency Services Act, Government Code section 8550, et seq., authorizes the proclamation of a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city exist; and

WHEREAS, Title 2, Chapter 2.52 of the City of Malibu's Municipal Code (MMC) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS MMC section 2.52.020 defines an "emergency" as the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, landslide, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or the imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this city, requiring the combined forces of other political subdivisions to combat; and

WHEREAS, the following circumstances exist:

Conditions of extreme peril to the safety of persons and property have arisen as the result of a sinkhole on Sea Level Drive. These conditions, both actual and threatened, result from the circumstances described in MMC section 2.52.020 and explained more fully in this proclamation.

On September 8, 2026, a sinkhole emerged near 31630 Sea Level Drive. Based on currently available information, conditions associated with the sinkhole are believed to have begun developing on September 7, 2026. The sinkhole is approximately twenty-five to thirty feet deep and thirty by sixty feet wide. Conditions are continuing to be evaluated, and the full extent of the impacts is not yet known.

Attachment 2

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The sinkhole poses imminent danger to the homes and residents along Sea Level Drive. As of the time of this proclamation, seven residences have been red-tagged due to hazardous conditions resulting from the sinkhole, and an additional 24 residences will be red-tagged due to the loss of safe vehicular access. Gas service to the affected area has been shut off, and water service may also be discontinued as conditions warrant. These circumstances have significantly impaired access to affected properties and created conditions requiring immediate emergency response and protective measures.

Conditions are likely to worsen with forecasted high tides and rains. Hurricane Marie has caused increased rainfall and high surf. A Coastal Flood Advisory has been issued until 11:00 p.m. on September 8, 2026. An El Niño rainy season is forecasted for fall and winter 2026. According to the NOAA Climate Prediction Center, the El Niño weather pattern is strengthening, with a greater than 90% chance of a very strong (Super) event. A strengthening "super" El Niño brings a high risk of record sea levels, severe coastal flooding, and dramatic beach narrowing to the California coast this winter.

Emergency personnel access is severely constrained and may be impassable, due to the large portion of the road that has collapsed. The intact portion of the roadway is too narrow to accommodate emergency response vehicles, including fire engines and other large apparatus, creating a substantial risk to public safety and emergency response capabilities.

The City Council of the City of Malibu is not in session (and cannot immediately be called into session);

NOW, THEREFORE, THE ACTING DIRECTOR OF EMERGENCY SERVICES HEREBY does hereby find that a local emergency exists as discussed above and proclaims that a local state of emergency now exists throughout the City; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by city and state law, by ordinances, and resolutions of this city, and by the City of Malibu Emergency Operations Plan, as approved by the City Council on October 14, 2024.

ADOPTED this 8th day of September 2026.

Signed by:
Joseph Irvin
F849C5C36AED48F...

By: _____
Joseph D. Irvin, City Manager
Director of Emergency Services

ATTEST:

Signed by:
Kelsey Pettijohn
BB0853E696394F4...

_____
Kelsey Pettijohn, City Clerk
(seal)

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This proclamation has been issued in accordance with applicable law, is in effect and carries the force of law until September 15, 2026 on which date it expires unless the declaration of local emergency is ratified by the City Council within 7 days of this date.

REVIEWED AND APPROVED AS TO FORM:

Signed by:
Trevor L. Rusin
87DT70AC92A2423...

Trevor Rusin, Assistant City Attorney

City Council Meeting
09-14-26
Item 1.B.9.

Council Agenda Report

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

Prepared by: Christina Muñoz, Deputy City Clerk

Reviewed by: Kellan Martz, Assistant City Attorney

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 11, 2026 Meeting date: September 14, 2026

Subject: Confirmation of the Director of Emergency Services Order Relating to the Sea Level Drive Sinkhole

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RECOMMENDED ACTION: Confirm the Order of the Director of Emergency Services dated September 8, 2026, establishing a mandatory and immediate evacuation order for the western portion of Sea Level Drive beginning at 31615 Sea Level Drive until the end of the street, including residences on the north and south sides of the street.

FISCAL IMPACT: Los Angeles County Sheriff fees are included in the FY 2026-27 Adopted Budget.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan Goal 3: Advance Infrastructure Resilience.

Goal 3: Advance Infrastructure Resilience
Objective 3.1: Develop and fund a comprehensive Infrastructure Resilience Plan.
Strategy: Coastal Resiliency Infrastructure

DISCUSSION: On September 8, 2026, a sinkhole emerged near 31630 Sea Level Drive. Based on currently available information, conditions associated with the sinkhole are believed to have begun developing on September 7, 2026. The sinkhole is approximately twenty-five to thirty feet deep and thirty by sixty feet wide. Conditions are continuing to be evaluated, and the full extent of the impacts is not yet known.

Additionally, on September 8, 2026, the Director of Emergency Services issued a Proclamation of Existence of Local Emergency in response to the sinkhole and coastal

erosion near Sea Level Drive. The sinkhole poses imminent danger to the homes and residents along Sea Level Drive. Seven residences were red-tagged due to hazardous conditions resulting from the sinkhole, and an additional 24 residences were red-tagged due to the loss of safe vehicular access. Gas service to the affected area has been shut off, and water service was discontinued as conditions warrant.

Emergency personnel access is constrained, and may be impassable, due to the large portion of the road that has collapsed. The intact portion of the roadway is too narrow to accommodate emergency response vehicles, including fire engines and other large apparatus, creating a substantial risk to public safety and emergency response capabilities.

Following the Proclamation and pursuant to his authority under Malibu Municipal Code Section 2.52.060, the City's Director of Emergency Services issued the order (Order) on September 8, 2026. The Order establishes a mandatory and immediate evacuation for the western portion of Sea Level Drive beginning at 31615 Sea Level Drive until the end of the street, including residences on the north and south sides of the street.

The Order identifies the affected residences and directs the Los Angeles County Sheriff's Department, in its capacity as the City's local law enforcement, to effectuate the Order.

Malibu Municipal Code Section 2.52.060 provides the Director of Emergency Services authority during a proclaimed State of Emergency or Local Emergency affecting the City to make and issue rules and regulations on matters reasonably related to the protection of life and property, provided such rules and regulations are confirmed at the earliest practicable time by the City Council.

Malibu Municipal Code Section 2.52.060(A)(1) requires the City Council to confirm the Order at the earliest practicable time. As today's meeting is the earliest practicable time for the City Council to act, it is recommended the Council confirm the Order.

ALTERNATIVES: Do not confirm the Director of Emergency Services Order and terminate the order.

ATTACHMENTS:

1. Director of Emergency Services Order, dated September 8, 2026
2. Proclamation of Existence of a Local Emergency

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ORDER OF THE DIRECTOR OF EMERGENCY SERVICES

FOR THE CITY OF MALIBU

WHEREAS, on September 8, 2026, a sinkhole emerged near 31630 Sea Level Drive. Based on currently available information, conditions associated with the sinkhole are believed to have begun developing on September 7, 2026. The sinkhole is approximately twenty-five to thirty feet deep and thirty by sixty feet wide. Conditions are continuing to be evaluated, and the full extent of the impacts is not yet known;

WHEREAS, on September 8, 2026, the Director of Emergency Services issued a Proclamation of Existence of Local Emergency in response to the sinkhole and coastal erosion near Sea Level Drive;

WHEREAS, the sinkhole on Sea Level Drive poses imminent danger to the homes and residents along Sea Level Drive. At this time, seven residences have been red-tagged due to hazardous conditions resulting from the sinkhole, and an additional 24 residences will be red-tagged due to the loss of safe vehicular access. Gas service to the affected area has been shut off, and water service may also be discontinued as conditions warrant. These circumstances have significantly impaired access to affected properties and created conditions requiring immediate emergency response and protective measures;

WHEREAS, emergency personnel access is constrained, and may be impassable, due to the large portion of the road that has collapsed. The intact portion of the roadway is too narrow to accommodate emergency response vehicles, including fire engines and other large apparatus, creating a substantial risk to public safety and emergency response capabilities.

WHEREAS, Malibu Municipal Code Section 2.52.060 more specifically empowers the Director of Emergency Services during a proclaimed State of Emergency or Local Emergency affecting the City to do the following:

1. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council;

Attachment 1

Docusign Envelope ID: B5499915-1E1E-8D36-8317-259BDF4BA77E

2. To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the city for the fair value thereof and, if required immediately, to commandeer the same for public use;

3. To require emergency services of any city officer or employee, and, in the event of the proclamation of a state of emergency in the county in which the city is located or the existence of a state of war emergency, to command the aid of as many citizens of this community as he or she deems necessary in the execution of his or her duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers;

4. To requisition necessary personnel or material of any city department or agency, and

5. To execute all of his or her ordinary power as city manager, all of the special powers conferred upon him or her by Chapter 2.52 of the Malibu Municipal Code or by resolution or emergency plan pursuant thereto adopted by the city council, all powers conferred upon him or her by any statute, by any agreement approved by the city council, and by any other lawful authority.

NOW THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED by the Director of Emergency Services of the City of Malibu that a mandatory and immediate evacuation order is in effect for the western portion of Sea Level Drive beginning at 31615 Sea Level Drive until the end of the street, including residences on the north and south side of the street. This order applies to all people, except emergency personnel engaged in official duties, including but not limited to residents, guests, and visitors. The following addresses are included in the evacuation order:

- 31665 Sea Level Drive
- 31649 Sea Level Drive
- 31636 Sea Level Drive
- 31640 Sea Level Drive
- 31634 Sea Level Drive
- 31715 Sea Level Drive
- 31633 Sea Level Drive
- 31685 Sea Level Drive

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- 31660 Sea Level Drive
- 31650 Sea Level Drive
- 31637 Sea Level Drive
- 31709 Sea Level Drive
- 31656 Sea Level Drive
- 31659 Sea Level Drive
- 31641 Sea Level Drive
- 31705 Sea Level Drive
- 31691 Sea Level Drive
- 31655 Sea Level Drive
- 31647 Sea Level Drive
- 31646 Sea Level Drive
- 31721 Sea Level Drive
- 31670 Sea Level Drive
- 31671 Sea Level Drive
- 31661 Sea Level Drive
- 31697 Sea Level Drive
- 31677 Sea Level Drive
- 31627 Sea Level Drive
- 31621 Sea Level Drive
- 31615 Sea Level Drive
- 31630 Sea Level Drive
- 31626 Sea Level Drive

The Los Angeles County Sheriff's Department, in its capacity as the City's local law enforcement, is directed to effectuate this order.

Any amendment to or rescission of this Order shall be in writing and given widespread publicity and notice.

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Dated: September 8, 2026

Signed by:
Joseph D. Irwin
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Director of Emergency Services
City of Malibu

Approved as to Form:

Dated: 9/8/2026

Signed by:
Trevor L. Rusin
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Trevor Rusin
City Attorney

Docusign Envelope ID: B7BECEEE-2301-8D6D-80AE-5E5195B591E1

City of Malibu

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

PROCLAMATION OF EXISTENCE OF LOCAL EMERGENCY
(By the Director of Emergency Services)

AN EXECUTIVE ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF MALIBU DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

The Director of Emergency Services for the City of Malibu does hereby find, order and declare as follows:

WHEREAS, the California Emergency Services Act, Government Code section 8550, et seq., authorizes the proclamation of a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city exist; and

WHEREAS, Title 2, Chapter 2.52 of the City of Malibu's Municipal Code (MMC) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said city is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS MMC section 2.52.020 defines an "emergency" as the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, landslide, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or the imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this city, requiring the combined forces of other political subdivisions to combat; and

WHEREAS, the following circumstances exist:

Conditions of extreme peril to the safety of persons and property have arisen as the result of a sinkhole on Sea Level Drive. These conditions, both actual and threatened, result from the circumstances described in MMC section 2.52.020 and explained more fully in this proclamation.

On September 8, 2026, a sinkhole emerged near 31630 Sea Level Drive. Based on currently available information, conditions associated with the sinkhole are believed to have begun developing on September 7, 2026. The sinkhole is approximately twenty-five to thirty feet deep and thirty by sixty feet wide. Conditions are continuing to be evaluated, and the full extent of the impacts is not yet known.

Attachment 2

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The sinkhole poses imminent danger to the homes and residents along Sea Level Drive. As of the time of this proclamation, seven residences have been red-tagged due to hazardous conditions resulting from the sinkhole, and an additional 24 residences will be red-tagged due to the loss of safe vehicular access. Gas service to the affected area has been shut off, and water service may also be discontinued as conditions warrant. These circumstances have significantly impaired access to affected properties and created conditions requiring immediate emergency response and protective measures.

Conditions are likely to worsen with forecasted high tides and rains. Hurricane Marie has caused increased rainfall and high surf. A Coastal Flood Advisory has been issued until 11:00 p.m. on September 8, 2026. An El Niño rainy season is forecasted for fall and winter 2026. According to the NOAA Climate Prediction Center, the El Niño weather pattern is strengthening, with a greater than 90% chance of a very strong (Super) event. A strengthening "super" El Niño brings a high risk of record sea levels, severe coastal flooding, and dramatic beach narrowing to the California coast this winter.

Emergency personnel access is severely constrained and may be impassable, due to the large portion of the road that has collapsed. The intact portion of the roadway is too narrow to accommodate emergency response vehicles, including fire engines and other large apparatus, creating a substantial risk to public safety and emergency response capabilities.

The City Council of the City of Malibu is not in session (and cannot immediately be called into session);

NOW, THEREFORE, THE ACTING DIRECTOR OF EMERGENCY SERVICES HEREBY does hereby find that a local emergency exists as discussed above and proclaims that a local state of emergency now exists throughout the City; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by city and state law, by ordinances, and resolutions of this city, and by the City of Malibu Emergency Operations Plan, as approved by the City Council on October 14, 2024.

ADOPTED this 8th day of September 2026.

Signed by:
Joseph Irvin
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By: _____
Joseph D. Irvin, City Manager
Director of Emergency Services

ATTEST:

Signed by:
Kelsey Pettijohn
BB0853E696394F4...

_____
Kelsey Pettijohn, City Clerk
(seal)

Docusign Envelope ID: B7BECEEE-2301-8D6D-80AE-5E5195B591E1

This proclamation has been issued in accordance with applicable law, is in effect and carries the force of law until September 15, 2026 on which date it expires unless the declaration of local emergency is ratified by the City Council within 7 days of this date.

REVIEWED AND APPROVED AS TO FORM:

Signed by:
Trevor L. Rusin
87DT70AC92A2423...

Trevor Rusin, Assistant City Attorney

City Council Meeting
9-14-26
Item 5.A.

Council Agenda Report

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

Prepared by: Tyler Eaton, Assistant Community Development Director

Reviewed by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 1, 2026 Meeting date: September 14, 2026

Subject: Local Coastal Program Amendment No. 26-002 and Zoning Text Amendment No. 26-002 – An Amendment to Chapter 2 (Definitions) of the Local Coastal Program Local Implementation Plan and Title 17 (Zoning) of the Malibu Municipal Code to Add a Definition of Beachfront (Continued from August 24, 2026)

RECOMMENDED ACTION: 1) After the City Attorney reads the title of the ordinance, introduce on first reading Ordinance No. 537 (Attachment 1), approving Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002 to add a definition of Beachfront to Chapter 2 (Definitions) of the Local Coastal Program (LCP) Local Implementation Plan (LIP) and Title 17 (Zoning) of the Malibu Municipal Code (MMC) and finding the action to be exempt from the California Environmental Quality Act (CEQA); and 2) Direct staff to schedule second reading and adoption of Ordinance No. 537 for the September 28, 2026 City Council Regular meeting and, if adopted, direct the filing of LCPA No. 26-002 (Ordinance No. 537) with the California Coastal Commission (CCC) for certification.

FISCAL IMPACT: Funding for this project is included in the Adopted Budget for Fiscal Year 2025-26.

STRATEGIC PRIORITY: This item advances Goal 1, Objective 1.2 of the 2025-2028 Strategic Plan by modernizing development policies to improve clarity and consistency.

DISCUSSION: The item before the City Council is consideration of amendments to add a new definition of Beachfront to LIP Section 2.1 (General Definitions) and MMC Section 17.02.060 (Definitions). This term is currently not defined in the LIP or MMC, and its

inclusion would be beneficial when applying development standards to projects whether on the beach or not. The proposed definition would not change any City practices or policies but would memorialize the City's longstanding application of this term in its codes. Preparation of the Beachfront definition was directed by the City Council on December 8, 2025, by Resolution No. 25-56.

The ordinance amendments and full chronology are provided within Attachment 1 and represent the operative ordinance text recommended for adoption.

On August 24, 2026 Regular City Council meeting, based on feedback received from a councilmember prior to the meeting, an alternate definition was presented to the City Council alongside the proposed definition. The alternate definition would not change the structure of the proposed definition but was intended to provide further clarification for its application. After deliberation, the item was continued to the September 14, 2026 meeting to allow more time for consideration. The Council generally agreed with the alternate version but wanted to give staff more time to make sure there were no issues with the changes, since some of the modifications came the day of the meeting. The Council also requested staff come back with a version that included the word "road" as another measure to which beachfront development would not apply if a road was in between the parcel and the beach/ocean.

Since the August 24, 2026 meeting, staff continued to work with councilmembers to further refine the definition. The objective was to make the definition clearer to all parties (staff, the public, policy makers, and legal authorities alike). The final proposed definition is included later in this report incorporating all of the Council requested modifications.

Planning Commission Recommendation

On May 18, 2026, the Planning Commission adopted Resolution No. 26-20 (Attachment 2) recommending that the City Council approve LCPA No. 26-002 and ZTA No. 26-002. No changes to the draft ordinance presented to the Planning Commission were recommended and Ordinance No. 537 remains unchanged. The Planning Commission discussed what standards would be applied in the event of a lot merger between a non-beachfront parcel and beachfront parcel. Staff clarified that non-beachfront standards would still be applied to the newly formed parcel based on the criteria in the definition.

Zoning Ordinance Revisions and Code Enforcement Subcommittee Feedback

The proposed definition was reviewed by the City Council's Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES) at its meeting on March 26, 2026. The subcommittee voted 2-0 to proceed with the definition as recommended by staff to the Planning Commission for review. For clarity to the public, the subcommittee provided the following feedback:

1) Clarify that the LCPA/ZTA would not be changing any City practices or policies but rather memorializing the City's longstanding practice when applying beachfront development standards; (Achieved on both the Planning Commission staff report and this Council report)
2) In the staff presentation, include enhanced mapping of example areas using the City's GIS and Google Earth; (Achieved on both the Planning Commission presentation and further strengthened in the Council presentation) and
3) In the staff presentation, include Broad Beach Road in the examples of when beachfront development standards apply. (Achieved on both the Planning Commission presentation and in the Council presentation)

Background

When applying development standards to projects requiring setbacks, height, impermeable coverage, two-thirds calculation, and Total Development Square Footage (TDSF), the LIP and MMC provide a different set of development standards for beachfront and non-beachfront projects. Beachfront development standards allow less setbacks and increased height than non-beachfront development standards. Additionally, beachfront development is not subject to the impermeable coverage, two-thirds calculation, and TDSF limitations that are otherwise applied to non-beachfront development. Since these limitations do not apply to beachfront development, it is important for the City to clearly define what parcels are subject to beachfront development standards to prevent non-beachfront development from mistakenly leveraging those allowances. Beachfront parcels are generally smaller and more constrained in size, which is why previous City policymakers established reduced development standards to account for their limited developable area. In contrast, many non-beachfront parcels are larger, reflecting Malibu's rural nature and providing ample space for development. Non-beachfront parcels have limitations on development area, stricter setback and regulations related to clustering development in order to preserve natural areas while on beachfront parcels, the primary goal of the development standards is to protect beach resources related to environmental quality, public access, and scenic corridors. There are distinct differences in the characteristics of these two types of parcels in Malibu that warrant a clear definition so their purpose is not misused.

Neither the LIP nor MMC provide a definition of Beachfront or Non-Beachfront and, while in most cases the distinction between the two is obvious, there are nuances with the location of development and configuration of some ocean-fronting parcels in the City that have resulted in ambiguity for applicants, the City's reviewers, and decision-makers. In practice, the Planning Division and the CCC through their review of development projects in the City, have historically qualified that beachfront development standards apply based on a parcel's orientation to the coast, the zoning designation, and the location of the structure. It should be noted that the City and CCC have historically agreed on what is

considered a beachfront parcel. Geologic characteristics associated with the location of the primary use structure, such as the footprint of a residence as it is situated on a parcel, is a defining factor and not just the location of the parcel itself.

Establishing a definition of Beachfront in the LIP and MMC would provide clarity to the public and City, improve consistency in project review, and reduce the need for case-by-base interpretations. It would also better position the City if challenges to a project's development standards were made by an applicant looking to maximize the extra code allowances of beachfront development that are intended to be for the typical constrained beachfront parcel.

Definition Framework

The proposed definition would align LIP Section 2.1 (General Definitions) and MMC Section 17.02.060 (Definitions) with the City's longstanding practice for qualifying when beachfront development standards apply.

The structure of the proposed definition was based on the following three components:

1) Physical Relationship to the Pacific Ocean: A parcel must directly abut the ocean. This component is important to ensure beachfront development standards are applied to parcels adjacent to the coast and not parcels adjacent to other low-lying areas, such as lagoons or blue-line streams; and

2) Consistency with the General Plan and Zoning Maps: A parcel must not be located within the General Plan, zoning code, or LCP land use designation of Rural Residential (RR) due to the lower-intensity development pattern envisioned for the RR residential land use and minimum lot size of one acre. This component is important because several parcels in the City are designated as RR and are oriented along the coast, as well as typically being larger in lot size. These lots are typically larger in size and have development that is separated from the beach by elevated landforms covered in the paragraph below. Allowing the use of beachfront development standards for these large RR parcels along the coast could allow for the parcels to develop in a relatively dense pattern that would not be consistent with the rural ambiance envisioned by the General Plan for such areas; and

3) Geologic Characteristics of a Beachfront Environment: The footprint of the primary use structure of a parcel must be reflective of geologic characteristics of a beachfront environment such as representing a low-lying coastal landform contiguous to the beach and not being separated from the beach by a coastal bluff, cliff, hill, or other prominent elevated coastal landform. This component is important because some parcels in the City are oriented along the coast and not within the RR land use designation, such as parcels in the Single Family Medium (SFM) land

use designation; however, the location of proposed development for a primary use is separated from the beach by a coastal bluff, hill, or some other prominent coastal landform. Typically, parcels that include coastal bluffs or other prominent elevated coastal landforms are also larger in lot size than the parcels that are reflective of a beachfront environment. Allowing the use of beachfront development standards for parcels along the coast that are separated from the beach by a coastal bluff or some other prominent coastal landform would allow for development much larger than intended by the General Plan.

Proposed Definition

The proposed definition would read:

> BEACHFRONT: The term "beachfront" (including "beach-front") means a lot, parcel and/or property that (i) has at least one lot line within or directly contiguous to either the Pacific Ocean or beach directly contiguous to the ocean, (ii) does not have a zoning designation of Rural Residential, and (iii) has an existing or proposed primary use structure that is sited or will be sited directly on the beach and/or within a low-lying shoreline area contiguous to the beach or Pacific Ocean and not separated from the beach or ocean by a road, coastal bluff, cliff, hill, or other elevated coastal landform. The primary use structure must be within 300 feet from the mean high tide line at its closest point to the ocean. An ancillary structure on the beach shall not subject the lot, parcel and/or property to beachfront development standards if the primary use structure is not located on the beach. A lot, parcel, and/or property not meeting these criteria shall be considered non-beachfront.

General Plan & LCP Consistency

The proposed amendment is supported by the following General Plan Mission Statement and Land Use (LU) Element, and LCP Land Use Plan (LUP) policies.

<u>General Plan</u>

1) Mission Statement (excerpt): Malibu will maintain its rural character by establishing programs and policies that avoid suburbanization and commercialization of its natural and cultural resources.
2) LU Policy 1.1.1: The City shall protect the natural environment by regulating design and permitting only land uses compatible with the natural environment.
3) LU Policy 1.1.4: The City shall preserve the City's rural residential character.
4) LU Policy 1.1.5: The City shall require careful site planning which blends development with the natural topography.
5) LU Policy 2.3.2: The City shall discourage "mansionization" by establishing limits on height, bulk, and square footage for all new and remodel single-family residences.

6) LU Policy 2.4.1: The City shall preserve and protect vistas and large open areas that contribute to the rural feeling of the area.
7) LU Policy 6.1.1: The City shall use development standards and procedures that protect the property owners' reasonable use of their land consistent with the goals and policies of this General Plan.

LUP

1) LUP Policy 5.7: New development shall conform to the hillside management provisions of the LIP, including measures to minimize impacts to scenic and visual resources and to minimize the risk from hazards. The measures include but are not limited to limiting grading and retaining walls, restricting development on steep slopes, protecting ridgelines, and applying siting and design restrictions (scenic and visual policies). The slope density criteria of the subdivision ordinance shall apply to sloping terrain and be applied in combination with the base land use designation in order to determine the maximum allowable density.
2) LUP Policy 5.25: In order to protect the rural character, improvements, which create a suburban atmosphere such as sidewalks and streetlights, shall be avoided in any rural residential designation.
3) LUP Policy 6.5: New development shall be sited and designed to minimize adverse impacts on scenic areas visible from scenic roads or public viewing areas to the maximum feasible extent. If there is no feasible building site location on the proposed project site where development would not be visible, then the development shall be sited and designed to minimize impacts on scenic areas visible from scenic highways or public viewing areas, through measures including, but not limited to, siting development in the least visible portion of the site, breaking up the mass of new structures, designing structures to blend into the natural hillside setting, restricting the building maximum size, reducing maximum height standards, clustering development, minimizing grading, incorporating landscape elements, and where appropriate, berming.
4) LUP Policy 6.7: The height of structures shall be limited to minimize impacts to visual resources. The maximum allowable height, except for beachfront lots, shall be 18 feet above existing or finished grade, whichever is lower. On beachfront lots, or where found appropriate through Site Plan Review, the maximum height shall be 24 feet (flat roofs) or 28 feet (pitched roofs) above existing or finished grade, whichever is lower. Chimneys and rooftop antennas may be permitted to extend above the permitted height of the structure.

ENVIRONMENTAL REVIEW: Pursuant to CEQA, the proposed LCP and MMC amendment actions have been analyzed by the Planning Commission and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCPA for review and certification by the CCC as set forth in Section

21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC's regulatory program as certified under Section 21080.5 of the Public Resources Code.

PUBLIC NOTICE: The City published a Notice of Public Hearing and Notice of Availability of LCP Amendments in a newspaper of general circulation within the City of Malibu on July 16, 2026 (Attachment 3). Additionally, the interested parties list for LCPAs and ZTAs were sent a courtesy email with the date of the agendized City Council item and instructions for participation. As of the writing of the report, staff has not received public comments.

SUMMARY: Staff recommends that the City Council introduce Ordinance No. 537 approving LCPA No. 26-002 and ZTA No. 26-002 to add a definition of Beachfront to LIP Section 2.1 (General Definitions) and MMC Section 17.02.060 (Definitions). If adopted after a second reading of the ordinance on September 14, 2026, staff would file LCPA No. 26-002 with the CCC for certification. The LCPA (and ZTA as a corollary amendment) would become effective upon certification by the CCC.

ATTACHMENTS:

1. Draft Ordinance No. 537
2. Planning Commission Resolution No. 26-20
3. Public Hearing Notice

ORDINANCE NO. 537

AN ORDINANCE OF THE CITY OF MALIBU APPROVING LOCAL COASTAL PROGRAM AMENDMENT NO. 26-002 AND ZONING TEXT AMENDMENT NO. 26-002 TO ADD A DEFINITION OF BEACHFRONT TO CHAPTER 2 (DEFINITIONS) OF THE LOCAL COASTAL PROGRAM LOCAL IMPLEMENTATION PLAN AND TITLE 17 (ZONING) OF THE MALIBU MUNICIPAL CODE; TO DIRECT THE FILING OF THE AMENDMENT WITH THE CALIFORNIA COASTAL COMMISSION FOR CERTIFICATION; AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

SECTION 1. Recitals.

A. On December 8, 2025, the City Council adopted Resolution No. 25-56 to initiate the preparation of a Beachfront definition.

B. On March 26, 2026, the City Council Zoning Ordinance Revision and Code Enforcement Subcommittee (ZORACES) met to discuss the proposed amendments and provided feedback for staff to incorporate as the ordinance advances to the Planning Commission.

C. On April 23, 2026, a Notice of Planning Commission Public Hearing was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties.

D. On May 18, 2026, the Planning Commission held a duly noticed public hearing on the proposed amendment in Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information on the record, and adopted Resolution No. 26-20 recommending the City Council approval. No changes to the draft ordinance presented to the Planning Commission were recommended.

E. On July 26, 2026, a Notice of City Council Public Hearing Notice of Availability of Local Coastal Program (LCP) Amendments was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties indicating that the City Council would hold a public hearing on August 10, 2026, to consider the proposed ordinance.

F. On August 10, 2026, prior to the opening of the hearing, the City Council continued the item to the August 24, 2026 Regular City Council meeting. No new evidence or correspondence was received in connection with the August 10 meeting.

G. On August 24, 2026, the City Council held a duly noticed public hearing; however, after deliberations, the Council continued the hearing to the September 14, 2026 Regular City Council meeting.

H. On September 14, 2026, the City Council held a duly noticed public hearing on the proposed LCPA No. 26-002 and ZTA No 26-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information on the record. The City Council conducted a first reading and introduction of the Ordinance and directed staff to set a second reading for adoption of Ordinance No. 537, approving LCPA No. 26-002 and ZTA No. 26-002. If adopted, the City Council directed staff to file the LCPA with the California Coastal Commission (CCC) for certification.

SECTION 2. Environmental Review.

The City Council finds that pursuant to the California Environmental Quality Act (CEQA), the proposed LCP and Malibu Municipal Code (MMC) amendment actions have been analyzed and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCPA for review and certification by the CCC as set forth in Section 21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC's regulatory program as certified under Section 21080.5 of the Public Resources Code.

SECTION 3. Local Coastal Program Amendment Findings.

Pursuant to LCP Local Implementation Plan (LIP) Section 19.6, the City Council hereby makes the following findings to approve LCPA No. 26-002 as stated in Section 4 of this ordinance.

A. Section 30251 of Chapter 3 of the Coastal Act states that the scenic and visual qualities of coastal areas be considered and protected as a resource of public importance. The Section requires that coastal development must protect scenic views, be visually compatible with surroundings, and, where feasible, restore and enhance visual quality in visually degraded areas. Highly scenic areas, including areas to and along the ocean, scenic roads, and public viewing areas, require development to be subordinate to the setting. Establishing a proper definition of "Beachfront" will ensure that only true beachfront development utilize the standards which are meant for more constrained parcels along the coast bound by the ocean and limited parcel width, and further preserve more scenic and visual qualities of coastal areas in Malibu.

B. Chapters 5 and 6 of the Malibu LCP Land Use Plan (LUP) incorporate the Coastal Act's development policies, including Section 30251, to minimize impacts on scenic resources. This includes restricting development and applying siting and design restrictions.

C. LIP Chapter 3 implements the LUP by requiring development standards applicable to beachfront and non-beachfront development. Non-beachfront development standards require increased setbacks and lower heights than beachfront development standards, as well as restrictions on impermeable coverage, limits on the volume of development above 18 feet (two-thirds calculation), and Total Development Square Footage (TDSF) limitations. This is due to non-beachfront parcels being larger in size where those extra limitations help to preserve Malibu's coastal resources. Historically, the City and CCC through its review of coastal development have

qualified that beachfront development standards apply based on a parcel's orientation to the coast, the zoning designation, and the location of the structure. Geologic characteristics associated with the location of the primary use structure, such as the footprint of a single-family residence as it is situated on a parcel, is a defining factor and not just the location of the parcel itself. Establishing a definition of Beachfront in the LIP would further implement Chapters 5 and 6 of the LUP and Section 30251 of the Coastal Act by ensuring the appropriate application of non-beachfront development standards are being applied to parcels that do not meet the eligibility components of a beachfront parcel.

SECTION 4. Local Coastal Program Amendment.

Section 2.1 (General Definitions) of the LIP is hereby amended to add the following new definition as follows:

> BEACHFRONT: The term "beachfront" (including "beach-front") means a lot, parcel and/or property that (i) has at least one lot line within or directly contiguous to either the Pacific Ocean or beach directly contiguous to the ocean, (ii) does not have a zoning designation of Rural Residential, and (iii) has an existing or proposed primary use structure that is sited or will be sited directly on the beach and/or within a low-lying shoreline area contiguous to the beach or Pacific Ocean and not separated from the beach or ocean by a road, coastal bluff, cliff, hill, or other elevated coastal landform. The primary use structure must be within 300 feet from the mean high tide line at its closest point to the ocean. An ancillary structure on the beach shall not subject the lot, parcel and/or property to beachfront development standards if the primary use structure is not located on the beach. A lot, parcel, and/or property not meeting these criteria shall be considered non-beachfront.

SECTION 5. Zoning Text Amendment Findings.

Pursuant to MMC Section 17.74.040(C), the City Council hereby makes the following findings to approve ZTA No. 26-002 as stated in Section 6 of this ordinance.

A. The subject zoning text amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan. The proposed amendment serves to enhance the Malibu General Plan Mission Statement and protect the natural environment and rural residential character by regulating land use, discouraging "mansionization," and preserving vistas and open areas.

B. The City Council held a public hearing, reviewed the subject zoning text amendment application for compliance with the City of Malibu General Plan and MMC, and finds that ZTA No. 26-002 is consistent with the General Plan. The City Council found that the Beachfront definition is consistent with the historical application of the MMC and LCP by the City and CCC and does not change how Malibu has applied beachfront development standards previously. Rather, it clarifies what is and is not subject to beachfront development standards which differs from non-beachfront development standards.

SECTION 6. Zoning Text Amendment.

Section 17.02.060 (Definitions) of the MMC is hereby amended to add the following new definition as follows:

> "Beachfront" (including "beach-front") means a lot, parcel and/or property that (i) has at least one lot line within or directly contiguous to either the Pacific Ocean or beach directly contiguous to the ocean, (ii) does not have a zoning designation of Rural Residential, and (iii) has an existing or proposed primary use structure that is sited or will be sited directly on the beach and/or within a low-lying shoreline area contiguous to the beach or Pacific Ocean and not separated from the beach or ocean by a road, coastal bluff, cliff, hill, or other elevated coastal landform. The primary use structure must be within 300 feet from the mean high tide line at its closest point to the ocean. An ancillary structure on the beach shall not subject the lot, parcel and/or property to beachfront development standards if the primary use structure is not located on the beach. A lot, parcel, and/or property not meeting these criteria shall be considered non-beachfront.

SECTION 7. Submittal to California Coastal Commission.

The City Council hereby directs staff to submit the LCPA to the CCC per Title 14, California Code of Regulations Section 13544(c).

SECTION 8. Effective Date.

LCPA No. 26-002 and corollary ZTA No. 26-002 approved in this Ordinance shall become effective only upon final certification of the LCPA by the CCC.

SECTION 9. Severability.

Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared and this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phases be declared invalid or unconstitutional.

SECTION 10. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED AND ADOPTED this ____ day of ____ 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:

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

_____
TREVOR RUSIN, Interim City Attorney

CITY OF MALIBU PLANNING COMMISSION
RESOLUTION NO. 26-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MALIBU DETERMINING THE AMENDMENTS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND RECOMMENDING THAT THE CITY COUNCIL APPROVE LOCAL COASTAL PROGRAM AMENDMENT NO. 26-002 AND ZONING TEXT AMENDMENT NO. 26-002 TO ADD A DEFINITION OF BEACHFRONT TO CHAPTER 2 (DEFINITIONS) OF THE LOCAL COASTAL PROGRAM LOCAL IMPLEMENTATION PLAN AND TITLE 17 (ZONING) OF THE MALIBU MUNICIPAL CODE

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

Section 1. Recitals.

A. On December 8, 2025, the City Council adopted Resolution No. 25-56 to initiate the preparation of a Beachfront definition.

B. On March 26, 2026, the Zoning Ordinance Revision and Code Enforcement Subcommittee (ZORACES) met to discuss the proposed amendments and provided feedback for staff to incorporate as the ordinance advances to the Planning Commission.

C. On April 23, 2026, a Notice of Planning Commission Public Hearing was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties.

D. On May 18, 2026, the Planning Commission held a duly noticed public hearing on the proposed amendment in Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information on the record.

Section 2. Environmental Review.

Pursuant to California Environmental Quality Act (CEQA), the proposed Local Coastal Program (LCP) and Malibu Municipal Code (MMC) amendment actions have been analyzed by the Planning Commission and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCPA for review and certification by the California Coastal Commission (CCC) as set forth in Section 21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC's regulatory program as certified under Section 21080.5 of the Public Resources Code.

Section 3. Local Coastal Program Amendment Findings.

Pursuant to LIP Section 19.6, the Planning Commission hereby makes the following findings and recommends the City Council adopt the ordinance in Exhibit A amending the LIP as stated in Section 4 of the ordinance.

A. Section 30251 of Chapter 3 of the Coastal Act states that the scenic and visual qualities of coastal areas be considered and protected as a resource of public importance. The Section requires that coastal development must protect scenic views, be visually compatible with surroundings, and, where feasible, restore and enhance visual quality in visually degraded areas. Highly scenic areas, including areas to and along the ocean, scenic roads, and public viewing areas, require development to be subordinate to the setting. Establishing a proper definition of "Beachfront" will ensure that only true beachfront development utilizes the standards which are meant for more constrained parcels along the coast bound by the ocean and limited parcel width, and further preserve more scenic and visual qualities of coastal areas in Malibu.

B. Chapters 5 and 6 of the Malibu LUP incorporate the Coastal Act's development policies, including Section 30251, to minimize impacts on scenic resources. This includes restricting development and applying siting and design restrictions.

C. LIP Chapter 3 implements the LUP by requiring development standards applicable to beachfront and non-beachfront development. Non-beachfront development standards require increased setbacks and lower heights than beachfront development standards, as well as restrictions on impermeable coverage, limits on the volume of development above 18 feet (two-thirds calculation), and Total Development Square Footage (TDSF) limitations. This is due to non-beachfront parcels being larger in size where those extra limitations help to preserve Malibu's coastal resources. Historically, the City and CCC through its review of coastal development have qualified that beachfront development standards apply based on a parcel's orientation to the coast, the zoning designation, and the location of the structure. Geologic characteristics associated with the location of the primary use structure, such as the footprint of a single-family residence as it is situated on a parcel, is a defining factor and not just the location of the parcel itself. Establishing a definition of Beachfront in the LIP would further implement Chapters 5 and 6 of the LUP and Section 30251 of the Coastal Act by ensuring the appropriate application of non-beachfront development standards are being applied to parcels that do not meet the eligibility components of a beachfront parcel.

Section 4. Zoning Text Amendment Findings.

Pursuant to MMC Section 17.74.040, the Planning Commission hereby makes the following findings and recommends the City Council adopt the ordinance in Exhibit A amending the MMC Title 17 (Zoning) as stated in Section 6 of the ordinance.

A. The subject zoning text amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan. The proposed amendment serves to enhance the Malibu General Plan Mission Statement and protect the natural environment and rural residential character by regulating land use, discouraging "mansionization," and preserving vistas and open areas.

B. The Planning Commission held a public hearing, reviewed the subject zoning text amendment application for compliance with the City of Malibu General Plan and MMC, and finds

that ZTA No. 26-002 is consistent and recommends approval. The Planning Commission found that the Beachfront definition is consistent with the historical application of the MMC and LCP by the City and CCC and does not change how Malibu has applied beachfront development standards previously. Rather, it clarifies what is and is not subject to beachfront development standards which differs from non-beachfront development standards.

Section 5. Planning Commission Action.

Based on the foregoing findings and evidence contained in the record, the Planning Commission hereby recommends that the City Council approve LCPA No. 26-002 and ZTA No. 26-002 contained in Sections 3 and 4 of this resolution.

Section 6. The Planning Commission shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 18th day of May 2026.

SKYLAR PEAK, Planning Commission Chair

ATTEST:

REBECCA EVANS, Recording Secretary

Exhibit A: Recommended Ordinance for Council Adoption

I CERTIFY THAT THE FOREGOING RESOLUTION NO. 26-20 was passed and adopted by the Planning Commission of the City of Malibu at the regular meeting thereof held on the 18th day of May, 2026, by the following vote:

AYES:	5	Commissioners: Leonard, Riddick, Mazza, Kamins, Peak
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	

REBECCA EVANS, Recording Secretary

Exhibit A

ORDINANCE NO. xxx

AN ORDINANCE OF THE CITY OF MALIBU APPROVING LOCAL COASTAL PROGRAM AMENDMENT NO. 26-002 AND ZONING TEXT AMENDMENT NO. 26-002 TO ADD A DEFINITION OF BEACHFRONT TO CHAPTER 2 (DEFINITIONS) OF THE LOCAL COASTAL PROGRAM LOCAL IMPLEMENTATION PLAN AND TITLE 17 (ZONING) OF THE MALIBU MUNICIPAL CODE; AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

SECTION 1. Findings.

A. On December 8, 2025, the City Council adopted Resolution No. 25-56 to initiate the preparation of a Beachfront definition.

B. On March 26, 2026, the Zoning Ordinance Revision and Code Enforcement Subcommittee (ZORACES) met to discuss the proposed amendments and provided feedback for staff to incorporate as the ordinance advances to the Planning Commission.

C. On April 23, 2026, a Notice of Planning Commission Public Hearing was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties.

D. On May 18, 2026, the Planning Commission held a duly noticed public hearing on the proposed amendment in Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information on the record.

E. On xxx xx, 2026, a Notice of City Council Public Hearing and Notice of Availability of Local Coastal Program (LCP) Amendments was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties indicating that the City Council would a hold public hearing on xxx xx, 2026 to consider the proposed Ordinance.

E. On xxx xx, 2026, the City Council held a duly noticed public hearing on the proposed amendments, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information in the record. The City Council conducted a first reading and introduction of the Ordinance and directed staff to set a second reading for adoption of Ordinance No. xxx, approving LCPA No. 26-002 and ZTA No. 26-002.

SECTION 2. Environmental Review.

The City Council finds that pursuant to the California Environmental Quality Act (CEQA), the proposed LCP and Malibu Municipal Code (MMC) amendment actions have been analyzed and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCPA for review and certification by the California Coastal Commission (CCC) as set forth in Section 21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC's regulatory program as certified under Section 21080.5 of the Public Resources Code.

SECTION 3. Local Coastal Program Amendment Findings.

Pursuant to LCP Local Implementation Plan (LIP) Section 19.6, the City Council hereby makes the following findings to approve LCPA No. 26-002 as stated in Section 4 of this ordinance.

A. Section 30251 of Chapter 3 of the Coastal Act states that the scenic and visual qualities of coastal areas be considered and protected as a resource of public importance. The Section requires that coastal development must protect scenic views, be visually compatible with surroundings, and, where feasible, restore and enhance visual quality in visually degraded areas. Highly scenic areas, including areas to and along the ocean, scenic roads, and public viewing areas, require development to be subordinate to the setting. Establishing a proper definition of "Beachfront" will ensure that only true beachfront development utilize the standards which are meant for more constrained parcels along the coast bound by the ocean and limited parcel width, and further preserve more scenic and visual qualities of coastal areas in Malibu.

B. Chapters 5 and 6 of the Malibu LCP Land Use Plan (LUP) incorporate the Coastal Act's development policies, including Section 30251, to minimize impacts on scenic resources. This includes restricting development and applying siting and design restrictions.

C. LIP Chapter 3 implements the LUP by requiring development standards applicable to beachfront and non-beachfront development. Non-beachfront development standards require increased setbacks and lower heights than beachfront development standards, as well as restrictions on impermeable coverage, limits on the volume of development above 18 feet (two-thirds calculation), and Total Development Square Footage (TDSF) limitations. This is due to non-beachfront parcels being larger in size where those extra limitations help to preserve Malibu's coastal resources. Historically, the City and CCC through its review of coastal development have qualified that beachfront development standards apply based on a parcel's orientation to the coast, the zoning designation, and the location of the structure. Geologic characteristics associated with the location of the primary use structure, such as the footprint of a single-family residence as it is situated on a parcel, is a defining factor and not just the location of the parcel itself. Establishing a definition of Beachfront in the LIP would further implement Chapters 5 and 6 of the LUP and Section 30251 of the Coastal Act by ensuring the appropriate application of non-beachfront

development standards are being applied to parcels that do not meet the eligibility components of a beachfront parcel.

SECTION 4. Local Coastal Program Amendments.

Pursuant to LIP Section 19.5(B), the LIP shall be amended as follows:

A. Amend LIP Section 2.1 (Definitions) to include a new definition as follows:

BEACHFRONT: A parcel is considered beachfront when one of its parcel boundary lines is the Pacific Ocean or beach directly adjacent to the Pacific Ocean, the parcel does not have a zoning designation of Rural Residential, and the site of proposed development is either directly on the beach or within a low-lying shoreline area contiguous with the beach and not separated from the beach by a coastal bluff, cliff, hill, or other elevated coastal landform. Parcels not meeting these criteria shall be considered non-beachfront. Beachfront development standards shall only apply to parcels meeting this definition where the primary use structure is located in one of these areas. An ancillary structure on the beach shall not constitute a parcel to be beachfront if the primary use structure is not located on the beach.

SECTION 5. Zoning Text Amendment Findings.

Pursuant to MMC Section 17.74.040(C), the City Council hereby makes the following findings to approve ZTA No. 26-002 as stated in Section 6 of this ordinance.

A. The subject zoning text amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan. The proposed amendment serves to enhance the Malibu General Plan Mission Statement and protect the natural environment and rural residential character by regulating land use, discouraging "mansionization," and preserving vistas and open areas.

B. The City Council held a public hearing, reviewed the subject zoning text amendment application for compliance with the City of Malibu General Plan and MMC, and finds that ZTA No. 26-002 is consistent with the General Plan. The City Council found that the Beachfront definition is consistent with the historical application of the MMC and LCP by the City and CCC and does not change how Malibu has applied beachfront development standards previously. Rather, it clarifies what is and is not subject to beachfront development standards which differs from non-beachfront development standards.

SECTION 6. Zoning Text Amendments.

Pursuant to MMC Section 17.74.040(D), the MMC shall be amended as follows:

A. Amend MMC Section 17.02.060 (Definitions) to include a new definition as follows:

"Beachfront" means that a parcel is considered beachfront when one of its parcel boundary lines is the Pacific Ocean or beach directly adjacent to the Pacific Ocean, the parcel does not have a zoning designation of Rural Residential, and the site of proposed development is either directly on the beach or within a low-lying shoreline area contiguous with the beach and not separated from the beach by a coastal bluff, cliff, hill, or other elevated coastal landform. Parcels not meeting these criteria shall be considered non-beachfront. Beachfront development standards shall only apply to parcels meeting this definition where the primary use structure is located in one of these areas. An ancillary structure on the beach shall not constitute a parcel to be beachfront if the primary use structure is not located on the beach.

SECTION 7. Submittal to California Coastal Commission.

The City Council hereby directs staff to submit the LCPA to the CCC per Title 14, California Code of Regulations Section 13544(c).

SECTION 8. Effective Date.

LCPA No. 26-002 and corollary ZTA No. 26-002 approved in this Ordinance shall become effective only upon final certification of the LCPA by the CCC.

SECTION 9. Severability.

Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared and this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phases be declared invalid or unconstitutional.

SECTION 10. Certification.

The City Clerk shall certify the passage and adoption of this Ordinance.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

TREVOR RUSIN, Interim City Attorney

NOTICE OF PUBLIC HEARING
CITY OF MALIBU
CITY COUNCIL

NOTICE OF AVAILABILITY
OF LCP AMENDMENT MATERIALS

The Malibu City Council will hold a public hearing on **MONDAY, August 10, 2026, at 5:30 p.m. in the Council Chambers, Malibu City Hall**, 23825 Stuart Ranch Road, Malibu, CA on the project identified below.

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.

BEACHFRONT DEFINITION

Local Coastal Program Amendment No. 26-002 and Zoning Text Amendment No. 26-002 – Consider the proposed amendments to Chapter 2 (Definitions) of the Local Coastal Program Local Implementation Plan and Title 17 (Zoning) of the Malibu Municipal Code to add a definition of Beachfront

The proposed amendments were previously considered by the Planning Commission on May 18, 2026, during which the Commission provided recommendations to the City Council.

Location:	Citywide Project
Case Planner:	Tyler Eaton, Assistant Community Development Director (310) 456-2489, extension 273 teaton@malibucity.org

Pursuant to California Environmental Quality Act (CEQA), the proposed Local Coastal Program (LCP) and Malibu Municipal Code amendment actions have been analyzed by the Community Development Director and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCP Amendment for review and certification by the California Coastal Commission (CCC) as set forth in Section 21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC regulatory program as certified under Section 21080.5 of the Public Resources Code.

The amendments must be approved by the City Council and the LCP amendment (LCPA) requires certification by the CCC before it takes effect.

A written staff report will be available at or before the hearing for the project. All persons wishing to address the Council regarding this matter will be afforded an opportunity in accordance with the Council's procedures.

Attachment 3

AVAILABILITY OF DOCUMENTS – Copies of all related documents can be reviewed by any interested person at City Hall, Malibu Public Library, and the CCC District office during regular business hours. Oral and written comments may be presented to the City Council on, or before, the date of the meeting.

IF YOU CHALLENGE THE CITY'S ACTION IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY, AT OR PRIOR TO THE PUBLIC HEARING.

Yolanda Bundy, Community Development Director

Publish Date: July 16, 2026

City Council Meeting
09-14-26
Item 6.A.

Council Agenda Report

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

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 4, 2026 Meeting date: September 14, 2026

Subject: Assessment District Formation for the PCH Wastewater Project

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RECOMMENDED ACTION: Provide direction to staff to either: 1) continue with bifurcated formation of two Assessment Districts; or 2) to proceed with a single formation of an Assessment District to fund the Pacific Coast Highway (PCH) Wastewater Project.

FISCAL IMPACT: Funding for these services is included in the Adopted Budget for FY 2026-27 in Account No. 310-9128-5100 (Pacific Coast Highway Wastewater Connection Line Project). All expenses related to this project will be tracked and reimbursed from an assessment district upon its formation.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan Goal 1: Support Community Rebuilding and Long-Term Recovery and Goal 3: Advance Infrastructure Resilience.

Goal 1: Support Community Rebuilding and Long-Term Recovery
Strategy: Convert the waterfront properties impacted by the Palisades Fire from their existing septic systems to a centralized wastewater collection and treatment system potentially reducing the reconstruction and long-term maintenance costs.

Goal 3: Advance Infrastructure Resilience
Objective 3.1: Develop and fund a comprehensive Infrastructure Resilience Plan
Strategy: Upgrade aging coastal wastewater infrastructure to protect public health, coastal ecosystems, and ensure compliance with environmental regulations.

DISCUSSION: At the February 23, 2026, City Council meeting, staff provided an update on the preliminary design report and received direction from City Council to proceed with

The anticipated project timeline for a project with a bifurcated assessment district approach is provided below.

Task Item	Projected Implementation Schedule
Engineer's Report to Fund Design + Stakeholder Outreach (8 months)	07/01/2026 – 03/01/2027
Formation of Assessment District 1 (2 months)	03/01/2027 – 05/01/2027
Bond Issuance to Fund Design (3 months)	05/01/2027 – 08/01/2027
Project Final Design 65% completion (12 months)	08/01/2027 – 08/01/2028
Final Desing + Bids Received (9 months)	08/01/2028 – 05/01/2029
Engineer's Report to Fund Construction + Stakeholder Outreach (9 months)	08/01/2028 – 05/01/2029
Formation of Assessment District 2 (2 months)	05/01/2029 – 07/01/2029
Bond Issuance (3 months)	07/01/2029 – 10/01/2029
Project Construction (33 months)	10/01/2029 – 07/01/2032

On August 26, 2026, staff met with the Council Sewer Ad Hoc Committee comprised of Mayor pro tem Uhring and Councilmember Riggins. The Ad Hoc proposed to investigate revising the bifurcated assessment district formation approach to formation of a single assessment district. The modified approach will not alter the steps outlined for formation of an assessment district with the bifurcated approach but will help to streamline the process and expedite the project timeline.

Task Item	**Projected Implementation Schedule**
Engineer's Report to Fund the Project + Stakeholder Outreach (8 months)	07/01/2026 – 03/22/2027
Formation of Assessment District (2 months)	03/22/2027 – 05/24/2027
Bond Issuance (3 months)	05/24/2027 – 08/24/2027
Final Design + Bids Received (12 months)	08/24/2027 – 08/24/2028
Project Construction (33 months)	08/24/2028 – 05/24/2031

The project costs are summarized in the table below.

Project Estimate	
Project Management	$996,400
Engineering/Design	$8,500,000
Permitting/Environmental	$2,513,000
Construction Cost*	$110,125,000
Construction Management/Inspection	$8,810,000
Total Estimated Project Capital Cost	**$130,944,400**

**If the project construction bid amount exceeds the construction cost estimate, a supplemental assessment district formation would be administered.*

Next Steps:
If the new approach is approved, the next step would include the City Council's action to initiate the single assessment proceeding. This includes receiving a presentation of the preliminary assessment engineer's report, adoption of the necessary resolutions, establishment of a public hearing date, and authorization to mail assessment district notices and ballots to the property owners within the proposed assessment district

The Proposition 218 notices and ballots include ballot instructions and explanatory materials that clearly describe the purpose of the assessment district, the design work to be funded, the methodology for the assessments, and the public hearing and balloting process. Staff will conduct community outreach meetings to respond to technical questions from the property owners and the public.

At the public hearing, Council will provide property owners and the community with an opportunity to comment on the proposed assessment district, the assessment engineer's report, the proposed assessment methodology and the amount of the proposed assessments. The public hearing also provides the property owners the ability to change their assessment ballots prior to the close of the hearing.

The ballots are weighted according to the amount of the proposed assessment assigned to each parcel, rather than counted on a one-parcel, one-vote basis. If the tabulation shows that the ballots submitted in opposition to the assessment exceed the ballots submitted in support, weighted by assessment amount, a majority protest exists and the City may not impose the assessment. If no majority protest exists, the City Council may consider proceeding with the formation of the assessment district.

ATTACHMENTS: None.

City Council Meeting
09-14-26
Item 7.A.

Council Agenda Report

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

Prepared by: Tyler Eaton, Assistant Community Development Director

Reviewed by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager
Trevor Rusin, Interim City Attorney

Date prepared: September 4, 2026 Meeting date: September 14, 2026

Subject: Amend LCP and Zoning Code Interpretation LCP 24/Zoning Code No. 15 to remove Issue No. PF4 (which prohibits processing of SB9 applications within the VHFHSZ of the boundaries of the Palisades Fire)

RECOMMENDED ACTION: Adopt amended Zoning / Local Coastal Program (LCP) Interpretation Nos. 15 and 24 respectively (Rebuild Policies) (attached hereto as Attachment 1) removing Issue No. PF4 with an effective date of September 14, 2026.

FISCAL IMPACT: There is no direct fiscal impact associated with the recommended action. This item was funded by the general fund as a part of regular City operations associated with fire recovery activities.

STRATEGIC PLAN IMPLEMENTATION: This item is associated with Goal 1 of the City's Strategic Plan which aims at supporting community rebuilding and long-term recovery following the Palisades Fire.

DISCUSSION: On December 10, 2025, YIMBY Law filed suit (Case No. 25STCP04761) against Governor Newsom, the State of California, and four jurisdictions (the City of Los Angeles, Pasadena, Malibu, and Los Angeles County) challenging the Governor's Executive Order (EO) N-32-25 and the local policies adopted under it (in Malibu, this was implemented through Issue No. PF4 in Malibu's Rebuild Policies). Specifically, the lawsuit claims the Order exceeds the scope of the Governor's emergency authority and is inconsistent with SB 9.

Malibu has reached a conditional settlement (Attachment 2) that would result in the City being dismissed from the pending lawsuit if the Council elects to rescind Issue No. PF4. In such case, the parties have agreed that the City would not be liable for any potential attorney's fees award in the lawsuit, should YIMBY be successful and be awarded such fees by the Court. The conditional settlement agreement does not require the City to take any action. However, should the City fail to rescind Issue No. PF4 by September 29, 2026, the conditional settlement agreement will be null and void and the City will remain in the lawsuit.

Background

On March 12, 2025, the City Council adopted Ordinance No. 524, the Disaster Rebuild Ordinance, establishing development standards to facilitate the rebuilding of structures destroyed or damaged by the 2024 Broad Fire, 2024 Franklin Fire, and 2025 Palisades Fire, or in future disasters. The associated LCP Amendment was certified by the California Coastal Commission on April 10, 2025. Generally, property owners may replace a destroyed structure "like-for-like" with up to 10 percent additional height, bulk, or square footage under LIP Section 13.4.6 and MMC Section 17.60.020(C). Through March and April 2025, staff held a series of neighborhood meetings related to the ordinance, which surfaced a number of implementation questions. Staff compiled those questions and the corresponding staff-level policy answers into a single interpretation document for Council consideration entitled as "Rebuild Policies".

On July 30, 2025, the Governor issued EO N-32-25 which temporarily suspended the provisions of Senate Bill (SB) 9 in Very High Fire Hazard Severity Zone (VHFHSZ) located within the boundaries of the Palisades and Eaton Fires through August 6, 2025. It also authorized local agencies to thereafter elect to use SB 9 review in such areas in whole, in part, or not at all. The Governor issued the order due to

> *"[C]oncern about the potential for widespread SB 9 development concentrated in neighborhoods rebuilding from destructive fires in very high fire hazard severity zones to crowd evacuation routes, and while SB 9 already requires development in these zones to meet updated ingress and egress standards, and allows local governments discretion to deny a project that would have a specific, adverse impact on public health and safety that cannot be mitigated, the unprecedented scale of this disaster calls for affording local governments increased discretion to ensure that SB 9 development in the rebuilding areas appropriately accounts for fire safety concerns."*

SB 9, codified in Government Code Sections 65852.21 and 66411, allows (subject to its provisions) property owners in single family residential zones to split their lots and build up to two residential units on each resulting parcel pursuant to a ministerial process.

As the entire City of Malibu is located in a VHFHSZ, pursuant to the EO, staff brought forward a new item to add to the Rebuild Policies: Issue No. PF4. The policy states:

> *The City of Malibu will not accept or process applications under Government Code Sections 65852.21 and 66411.7 for any project within a Very High Fire Hazard Severity Zone within the boundaries of the Palisades areas.*

Staff presented the revised draft, including Issue No. PF4 (amongst others) to the Council at a Special City Council meeting on August 27, 2025. The City Council reviewed each issue in the policy document over a series of public meetings and formally adopted the Rebuild Policies (including Issue no. PF4) on October 15, 2025.

It should be noted that the EO does not have an expiration date, but the Governor (or a new Governor) could rescind the EO at any time. Given the State's current defense in the lawsuit, it is unlikely that the EO will be rescinded by Governor Newsom.

Continued applicability of the Coastal Act and the Malibu LCP

SB 9 includes a savings clause that is codified in Government Code sections 65852.21(l) and 66411.7(o) which provides that nothing in the statute supersedes or in any way alters or lessens the effect or application of the California Coastal Act of 1976. Malibu's Local Coastal Program is the City's certified implementation of the Coastal Act, a State Law. This means that a Coastal Development Permit (CDP) remains required for all SB 9 projects in the Coastal Zone under the LCP whether in the Palisades Fire area or not. Should the Council rescind Issue No. PF4, a CDP will still be required for any SB 9 project in the Palisades Fire area, as that area lies entirely within the Coastal Zone.

SUMMARY: If the City Council adopts the proposed changes to the Rebuild Policies, removing Issue No. PF4, City Staff will accept, and process, SB 9 applications for projects located within the boundaries of the Palisades Fire. Such projects still require a Coastal Development Permit and must be complaint with the City's LCP. Upon such action by the Council, the City and YIMBY will file a stipulated request to dismiss the lawsuit with prejudice as to the City within 10 days.

Note the changes to the Rebuild Policies are provided in red text within Attachment 1. All language within Attachment 1 that is not in red text has been approved previously by the Council and will remain in place.

ATTACHMENT:

1. Redlines of Council Rebuild Policies Removing Issue No. PF4
2. Settlement Agreement

LCP and Zoning Code Interpretation

(Interpretation of the provisions of the Malibu Local Coastal Program and local Zoning Ordinance as approved by the City Council)

LCP Number: 24 **Dated**: October 15, 2025

Zoning Code Number: 15 **Amended**: September 14, 2026

Community Development Director: Yolanda Bundy
Planning Manager: Tyler Eaton, Assistant Community Development Director
Interpreting Body: City Council

MMC and LCP Sections: Various Sections within Title 17 of the MMC and the LCP

Title: Rebuild Policies

The City of Malibu has historically been subject to wildfires and other natural disasters that have destroyed property. The City has established a series of ordinances to guide the rebuild process following those disasters. In March of 2025, the City Council adopted Ordinance No. 524, the "Disaster Rebuild Ordinance", which provided relief to those impacted by the 2025 Palisades Fire, 2024 Franklin Fire, and 2024 Broad Fire, but also set new regulations for the rebuilding of structures lost in past and future disasters. Generally, property owners are allowed to replace structures destroyed by a natural disaster with an additional 10 percent height, bulk, or floor area per the Malibu Local Coastal Program's (LCP) Local Implementation Plan (LIP) Section 13.4.6. Additionally, Malibu Municipal Code (MMC) Section 17.60.020(C) allows for structures destroyed in a natural disaster to be replaced with an additional 10 percent height, bulk, or square footage. In implementing the regulations set forth in Ordinance No. 524 that provide relief from the regular development standards, questions have arisen regarding issues related to the ordinance and rebuilding after disasters. To provide additional clarity, the following interpretations are hereby adopted to provide consistent guidance and application of these provisions:

Issue No. 1: What is "like-for-like"? Property owners are allowed to replace their previous structures that were destroyed "like-for-like" plus 10 percent additional square footage, height, or bulk.

Current Policy: "Like-for-like" means a replacement structure that is compliant with LIP Section 13.4.6 (if applicable) and MMC Section 17.60.020(C) in that it is sited in substantially the same location and is within 110 percent the same height, bulk, or square footage of the previous structure. Bulk (volume) is the constraining factor. A replacement structure cannot exceed 110 percent the volume of the previous structure. The extra 10 percent bulk (volume) can be allocated to extra height or extra square footage so long as it does not exceed 110 percent the bulk (volume), square footage, or height of the previous structure. For example, adding 10 percent extra square footage may result in not being able to add extra height because the extra bulk was already expended on the extra square footage. Or vice versa, if the extra 10 percent bulk has already been expended on extra height, then the applicant may not get extra square footage. Previously existing bulk can be shifted around so long as the replacement structure is sited within substantially the same location as the previous structure,

and the shifting of bulk does not exceed 110 percent the height or square footage of the previous structure. For non-beachfront properties, if bulk is shifted to other parts of the structure and the bulk exceeds 18 feet in height and is outside the original building envelope, the shifted bulk will require a site plan review pursuant to MMC Section 17.62.040. The design of the structure may change. For example, a craftsman style design can be rebuilt as a modern design as long as the structure is within 110 percent the same height, bulk, and square footage of the previous structure.

Issue No. 2: What qualifies as a replacement structure being located in the same "general location" (MMC Section 17.60.020(C)) or "sited in substantially the same location" (LIP Section 13.4.6(A)). Both the MMC and LCP require that replacement structures be sited in the same general location as the previous structures.

Current Policy: Replacement structures must be sited within 50 percent of the previous structure's footprint and envelope to be considered "substantially" in the same location. Relocations beyond 50 percent of the original footprint require a De Minimis Waiver pursuant to LIP Section 13.4.11 or a Coastal Development Permit (if the findings for a De Minimis Waiver are not met).

Issue No. 3: Calculating bulk. Bulk is defined in the LIP as "the total interior cubic volume as measured from the exterior surface of the structure." The term is not defined in the MMC.

Current Policy: Property owners may rebuild their structures in line with the LIP definition of bulk; meaning the cubic volume (bulk) shall not exceed 110 percent the previous structure's volume.

Issue No. 4: What is considered a "lawfully erected" structure under MMC Section 17.60.020? MMC Section 17.60.020(C) allows for lawfully erected structures that do not conform to the current design and development standards (or lot development criteria) in the City to be reconstructed if they were destroyed or damaged in a natural disaster.

Current Policy: Unless evidence demonstrates the contrary, a structure will be considered to be "lawfully erected" if: (1) it has a building permit or the required approvals from a government agency who had jurisdiction over the subject location when the structure was erected, or (2) the evidence demonstrates the structure existed prior to the date of the City's incorporation-- except structures located on a beach, coastal bluff, within an environmentally sensitive habitat area, or other sensitive coastal resource area must be shown to have existed prior to the California Coastal Act. Evidence that may be used to demonstrate the above includes, but is not limited to, aerial and GIS imagery, photography, city records, Los Angeles County Assessor data, and California Coastal Commission records. For any structure destroyed or substantially damaged by the 2025 Palisades Fire only, "lawfully erected" shall also include any structure that physically existed immediately prior to the 2025 Palisades Fire, so long as (i) the structure was not part of an open code enforcement violation pertaining to the construction of the structure, (ii) the structure did not violate any applicable law that is beyond the authority of the City of Malibu to waive or excuse (e.g., a structure that was built entirely or partially on property belonging to someone other than the owner of the structure), and (iii) the structure has a building permit that allows the structure to exist in some form (e.g., a remodel or addition for which a building permit was not issued would not disqualify the whole structure that existed immediately prior to the fire from being considered "lawfully erected", so long as there is building permit for the structure to exist in some form).

Issue No. 5: Basements and Subterranean Garages. MMC Section 17.40.040(A)(13)(c) discounts the first 1,000 square feet of basements towards a property's total development square footage

(TDSF). Based on this language, some property owners are requesting that new basements do not count towards the 110 percent square footage allowed in a like-for-like rebuild.

Current Policy: The square footage for new basements and subterranean garages shall be included in the 110 percent square footage calculation. A replacement structure cannot exceed a 10 percent increase in size/square footage, which would occur if the square footage of new basements was not included in the calculation.

Issue No. 6: Water tanks and pools. Water tanks and pools that have a draft hydrant and which can be connected to by the Los Angeles County Fire Department may be necessary for rebuild structures to have adequate fire flow to fight fires. MMC Section 17.62.080(A)(4) allows for water tanks, pools and other water storage devices to be permitted as long as they are required or recommended by a government agency.

Current Policy: If water tanks and pools are required or recommended by a government agency, the development standards for new structures within the subject zoning district shall be required except that the square footage needed for water tanks shall not be counted towards a property's TDSF.

Issue No. 7: Combining square footage between multiple structures. Some property owners are seeking to combine square footage from multiple structures into one structure. For example, a property owner may have had a home with a detached gym but is now proposing to combine the detached gym's square footage with the home. LIP Section 13.4.6 states that a replacement structure is exempt from a CDP if the replacement structure (1) is for the same use, (2) does not exceed the floor area, height, or bulk of the destroyed structure by more than 10 percent, and (3) is sited in substantially the same location. This section implies that each structure shall be placed in the same general location and rebuilt to the same general size.

Current Policy: MMC Section 17.40.050(B) sets the zoning standards for required distance between buildings. Main buildings shall be at least 10 feet apart. Main building and accessory building shall be at least six feet apart. If structures that are proposed to be replaced are 10 feet or less in distance apart, they may be combined. However, as stated in LIP Section 13.4.6, the structures must maintain the same use. If an uninhabitable structure (such as a garage) is combined with a habitable structure, the square footage of the uninhabitable area must be maintained. This policy avoids unintended consequences that could be caused through the consolidation of dispersed structures into a larger home that could have impacts on views or other sensitive resources.

Issue No. 8: No net loss. California's "No Net Loss" law (SB 166) *"prohibits a city, county, or city and county from reducing, requiring, or permitting the reduction of the residential density to a lower residential density that is below the density that was utilized by the Department of Housing and Community Development in determining compliance with housing element law, unless the city, county, or city and county makes written findings supported by substantial evidence that the reduction is consistent with the adopted general plan, including the housing element, and that the remaining sites identified in the housing element are adequate to accommodate the jurisdiction's share of the regional housing need. The city, county, or city and county may reduce the residential density for a parcel if it identifies sufficient sites, as prescribed, so that there is no net loss of residential unit capacity."* Some property owners, during the rebuild process, are seeking to convert multifamily structures into single-family structures if allowed by the subject zoning district.

Current Policy: In order to maintain compliance with State Law, the City is requiring that property owners who are seeking to convert their multifamily structures to single-family structures replace those lost units in the form of Accessory Dwelling Units (ADUs). For example, a triplex (three units)

that is proposed to be replaced by a single-family residence shall also include two ADUs to ensure there is no net loss. However, where State law allows flexibility, staff may allow less density on a lot than previously existing.

Issue No. 9: 10 percent increases must comply with current zoning regulations. MMC Section 17.60.020(C) allows nonconforming structures to be replaced (up to 110 percent height, bulk, and square footage) and maintain their nonconforming aspects in relation to the applicable zoning regulations.

Current Policy: The 10 percent increases must comply with current zoning regulations. As stated in MMC Section 17.60.020(C), increases to height or bulk above 18 feet shall require a site plan review (SPR) on non-beachfront properties. Similarly, 10 percent increases into required yard setbacks shall only be allowed with a SPR as listed in MMC Section 17.62.040. However, de minimis encroachments into required setbacks may be allowed at the discretion of the Community Development Director / Planning Manager. This policy allows legally established structures that do not conform to the current codes to be rebuilt but prevents their nonconformities from expanding.

Issue No. 10: Is a wave action report required for a beachfront rebuild of a residence for a Planning Verification? MMC Section 17.40.040(A)(5)(b) states that new construction on beachfront lots must have their lowest finished floors elevations be determined by a comprehensive wave action report. In contrast, additions to an existing structure measure height based on an existing finished floor elevation.

Current Policy: The LIP definition of “New Development” explicitly excludes replacement structures (destroyed in a natural disaster) from being defined as new development and thus not subject to the rigorous review of new development requirements within the LCP. Because the LCP does not include replacement structures as “New Development”, the structures shall also not be considered “new construction” for planning (zoning) purposes.

For all replacement beachfront structures, the structure’s height above sea level shall be determined by the Federal Emergency Management Agency’s (FEMA) flood plain regulations as stated in MMC section 17.60.020(C)(1) with no additional sea level rise requirements imposed by the City. Onsite wastewater treatment systems and seawalls that are being built along with the replacement beachfront structure will be required to be designed by the applicant’s coastal engineer with no additional sea level rise requirements imposed by the City. The design must be provided in either a (i) coastal engineering or wave uprush report, or (ii) letter certified and stamped by the applicant’s coastal engineer, who must be a California licensed civil engineer experienced in the practice of coastal engineering.

Issue No. 11: Rooftop decks. Rooftop decks are referenced in LIP Section 3.6(E) as allowed, specifically for beachfront properties, and have been allowed historically in the City for non-beachfront properties. Rooftop decks are becoming more common and have been permitted on both beachfront and non-beachfront structures throughout the City’s history.

Current Policy: Rooftop decks are allowed for both beachfront and non-beachfront rebuilds. Structures that include rooftop decks shall be conditioned to prohibit furniture that exceeds the railing height and to ensure that any lighting on the deck complies with the City’s Dark Sky Ordinance. Rooftop deck railing height shall be included in the maximum height allowance for the replacement structure.

Issue No. 12: Survey requirement. Residents have expressed concerns about providing surveys in their Planning Verification applications. Staff have been able to accept other forms of evidence to verify compliance with LIP Section 13.4.6 (if applicable) and MMC Section 17.60.020(C) such as historical surveys, City approved plans, and Los Angeles County and California Coastal Commission records. However, there have been discrepancies in the available information. An example of a discrepancy is when the Los Angeles County Assessor information regarding lot area differs from what has been represented on historical plans.

Current Policy: Staff will require a survey in the Planning Verification phase to demonstrate compliance with the LIP Section 13.4.6 and MMC Section 17.60.020(C). The submitted survey in the Planning Verification phase can be used in Building Plan Check.

2025 PALISADES FIRE ONLY

The following issues are addressed only for structures destroyed in the 2025 Palisades Fire and do not apply to other structures that were destroyed in any other natural disaster as these projects are subject to special orders from the Governor.

Issue No. PF1: Projects that were deemed complete prior to the fire but never approved or permitted. There are some property owners who had projects in the system before the fire for additions and other improvements to their previously existing structures.

Current Policy: If a project was approved or the application was deemed complete before the 2025 Palisades Fire, and the structure was destroyed in the fire, the property owner is allowed to construct both the replacement structure and the deemed complete application as long as all required permits are obtained and as long as the deemed complete application does not require a variance. The owner may have to submit additional documentation for a project that has not yet received approval from the City. If the deemed complete application requires a site plan review, minor modification, or stringline modification, such approval must still be obtained. In these instances, the replacement structure and the deemed complete application will be considered the “like-for-like”. However, If the deemed complete application is for new square footage for the structure that was destroyed in the fire, and the new square footage in the deemed complete application exceeds 10 percent of the square footage of the previous structure, the applicant/owner shall not be allowed to obtain more square footage than what is authorized in the deemed complete application. In other words, the applicant/owner shall not get an additional 10 percent square footage on top of the square footage allowed under the deemed complete application if the deemed complete application was for more than 10 percent the square footage of the previous structure. The applicant in such case may only build the structure proposed in the deemed complete plans.

Issue No. PF2: Seaward projections. Governor Gavin Newsome’s Executive Order (N-20-25), states that replacement structures may not “expand farther seaward on the beach than the structure or facility” that existed immediately before the 2025 Palisades Fire.

Current Policy: A replacement structure is not allowed to expand farther seaward than the structure that existed before the fire but it may shift previously existing square footage more seaward so long as the area being shifted does not go farther seaward than the structure’s “predominate seaward projection”. MMC Section 17.40.040(A)(7)(c)(1)(b) defines a beachfront structure’s “predominate seaward projection” as “that portion of a structure closest to the ocean, which has a width (i.e., the dimension which is on a plane parallel to the ocean front) at least 30% of the maximum width of the structure.” If one floor is further seaward than another, and the floor that is further seaward meets the definition of “predominate seaward projection”, then the floor that is further landward may extend out

to a point no further seaward than the “predominant seaward projection” of the structure but shall still be limited by the stringline rule as required in MMC Section 17.40.040(A)(7)(c). Both the deck and the dwelling are viewed as separate structures.

Issue No. PF3: Are building code required interior accesses on beachfront lots counted towards the 10 percent increase in square footage allowed? With the new FEMA regulations shifting beachfront properties to higher elevations, some property owners may have homes that extend significantly above PCH than before and thus require new interior access staircases to access the home from ground level (Pacific Coast Highway).

Current Policy: An interior access that is required by the building code and is necessitated by the new finished floor requirements based on the FEMA flood elevations will not be counted towards the 10 percent additional square footage allowed for rebuilds.

~~**Issue No. PF4:** Governor Gavin Newsom’s Executive Order (N-32-25) states that local jurisdictions within the boundaries of the 2025 Palisades Fire may prohibit or restrict the acceptance and processing of applications under Government Code Sections 65852.21 and 66411.7 for projects located in Very High Fire Hazard Severity Zones.~~

~~**Current Policy:** The City of Malibu will not accept or process applications under Government Code Sections 65852.21 and 66411.7 for any project within a Very High Fire Hazard Severity Zone within the boundaries of the Palisades areas.~~

Legislative Record: On October 15, 2025, the City Council reviewed every issue and adopted the corresponding policies. On September 14, 2026, the City Council rescinded Issue No. PF4 related to Government Code Sections 65852.21 and 66411.7 from this policy and upheld all the remaining policies.

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CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE

This Conditional Settlement and Release Agreement ("Agreement") is entered into by and between Plaintiffs Yes In My Back Yard, Sonja Trauss and Andrew Slocum ("Plaintiffs") and Defendants City of Malibu ("City") and City Council of Malibu (collectively "Defendants"). Plaintiffs and Defendants are referred to sometimes individually as "Party" and collectively as the "Parties."

RECITALS

This Conditional Settlement Agreement is made with reference to the following facts:

A. Whereas, on July 30, 2025, the State of California's Governor, Gavin Newsom signed Executive Order N-32-25 following Governor Newsom's proclaimed State of Emergency in Los Angeles and Ventura Counties, due to fire and windstorm conditions that caused multiple fires in those counties in January 2025. Executive Order N-32-25 ordered/purported to order Government Code sections 65852.21 and 66411.7 suspended in very high fire hazard severity zones, which included areas within the City of Malibu.

B. Whereas, the City Council of Malibu adopted a policy declaring that the City of Malibu would not accept or process applications under Government Code sections 65852.21 and 66411.7, for any project within a very high fire hazard severity zone within the boundaries of the Palisades Fire areas. The policy was adopted as part of a LCP and Zoning Code Interpretation (LPC No. 24, Zoning Code No. 15) of the City's Ordinance No. 524, on October 15, 2025 and specifically it consists of the City's policy for Issue No. PF4 (the "Policy").

C. Whereas, on or about December 11, 2025, Plaintiffs filed a Verified Petition for Writ of Mandate and Complaint in the Los Angeles County Superior Court, Case No. 25STCP04761 (the "Subject Action"). The Petition for Writ of Mandate and Complaint (collectively "Complaint") are the operative pleadings at this time. The Complaint specifically as to these Defendants sought to have the City's Policy rescinded and to have applications under Government Code sections 65852.21 and 66411.7 and applicable California law processed.

D. Whereas, on or about March 20, 2026, the Parties reached an agreement to settle and resolve the Subject Action in its entirety subject to certain conditions detailed in this Settlement Agreement.

E. Whereas, Plaintiffs and Defendants now desire to fully and finally settle and resolve any and all rights, claims, disputes, causes of action and alleged claims which currently arise out of and as set forth in the Subject Action and Complaint. The Parties expressly intend that this settlement shall further pertain to any claims for attorneys' fees, witness fees, and/or other costs.

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

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CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE

In consideration of the matters recited above, which are incorporated by reference here, and in consideration of the mutual covenants and representations set forth below, the Parties agree as follows:

1. Recitals. The Recitals are incorporated into and are a part of this Conditional Settlement Agreement.

2. In consideration of this Conditional Settlement Agreement, and the promises set forth herein, Defendants agree the City Council of Malibu will bring an agenda item in public session within the next three months to consider rescinding the Policy. Should the Council act, in its discretion, to rescind the Policy with an effective date on or before September 29 , 2026, this Settlement Agreement shall be valid and all of its terms shall apply. Should the Council fail to rescind the Policy within this period of time this Settlement Agreement shall be null and void. In addition, should the Council act to rescind the Policy, the City shall process, in accordance with the requirements of State law, any application the City has already received pursuant to Government Code sections 65852.21 and 66411.7, since the adoption of the Policy within 60 days of the Policy being rescinded. Upon the City Council's action to rescind the Policy, Defendants agree that Executive Order N-32-25 and the Policy will not apply to the processing of SB 9 applications or SB 9 projects within the City's control. The Settlement Agreement will become "Effective" on the date that all Parties have signed this Settlement Agreement.

3. Upon execution of this Agreement, Plaintiffs shall file a notice of conditional settlement in the Subject Action. In consideration for Defendants' agreements set forth herein, and expressly conditioned upon Defendants' rescission of the Policy with an effective date on or before September 29, 2026, the Parties shall file a stipulated request to dismiss the Subject Action with prejudice as to Defendants and to retain jurisdiction pursuant to Code of Civil Procedure section 664.6 within 10 days of City Council's action to rescind the Policy.

4. Release and Waiver of Claims. Except for the obligations of this Agreement, and conditioned on the rescission of the Policy on or before September 29, 2026, Plaintiffs and Defendants, on behalf of themselves and their members, successors, assignees, agents, insurers, attorneys, and other representatives, hereby waives and releases any and all demands, causes of action, claims for relief, obligations, damages, losses, costs, expenses and/or liabilities of any kind or nature whatsoever, known or unknown, anticipated or unanticipated, fixed or contingent, which they may now have, claims to have, or may hereafter have or claim to have against each other and their successors, assignees, elected officials, agents, insurers, employees, directors, attorneys or officers (the "Released Parties"), including but not limited to claims relating to or arising out of or alleged in the Lawsuit, or issues of fact or law alleged, or that could have been alleged, in the Lawsuit. The claims released in this paragraph are collectively referred to below as the "Released Claims."

5. Attorneys' Fees and Costs. The Parties to this Agreement will bear their own attorneys' fees and all costs in the Lawsuit, including all attorneys' fees and costs arising from this Agreement. Each Party waives the right, if any, to otherwise recover attorneys' fees and costs from the other Party or Parties.

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6. Civil Code § 1542 Release. New Facts and Law. Plaintiffs understand that if the facts giving rise to this Agreement are found later to be other than or different from the facts now believed by it to be true, or if new facts or law come to the attention of the Parties, or any of them, they accept and assume the risk of such possible difference in the facts or law, and Plaintiffs agree that the release above shall be and remain effective, notwithstanding such different or new facts or law. Therefore, Plaintiffs acknowledge that they have been informed of and are familiar with the provisions of California *Civil Code* § 1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs expressly assume the risk that, after the execution of the Settlement Agreement, additional or further damages, which are currently unknown or undiscovered, may manifest in relation to the Incident. This Settlement Agreement specifically releases and extinguishes forever all claims against the Defendants of every kind, nature and description whatsoever, known or unknown, suspected or unsuspected, and any and all rights of the Plaintiffs which might otherwise accrue pursuant to California *Civil Code* § 1542 and any comparable state or federal statute or rule of law. By this Settlement Agreement, Plaintiffs expressly acknowledge that they are familiar with and expressly waives and relinquishes the benefits and protections afforded by *Civil Code* § 1542 and any comparable state or federal statute or rule as to the claims described herein.

7. Negotiated Agreement. The Parties acknowledge that the terms of this Agreement, including the waiver and release described in Section 4, was negotiated and drafted by the Parties with the assistance of counsel. Accordingly, any rule of construction to the effect that any ambiguity is to be construed against the drafting party shall not apply to the interpretation of this Agreement

8. City Reservation of Discretion. The Parties recognize and acknowledge that the City is under no obligation to rescind the Policy, and that the City reserves all of its discretion and the full measure of its police powers to evaluate the proposal to rescind the Policy in accordance with applicable procedures, standards and requirements. It is understood and agreed by the Parties that this Agreement shall not be construed in any fashion as an advance determination and does not provide the Parties with any expectation as to the outcome of the legislative review process. Failure of City to rescind the Policy as above described will not constitute a default of this Agreement, but instead will constitute a terminating event for this Agreement.

9. Entire Agreement. Each Party warrants that no promise, inducement, or agreement not expressed herein has been made to it in connection with this Agreement, and that this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the Parties relating to the subject matter hereof.

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10. Written Modification. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by an executed written agreement signed by all Parties. The Parties hereto agree that they will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character.

11. Severability. If for any reason any provision of this Agreement is determined to be invalid, unenforceable or contrary to any existing or future law to any extent, such provision shall be enforced to the extent permissible under the law and such invalidity, unenforceability or illegality shall not impair the operation of or otherwise affect those portions of this Agreement which are valid, enforceable and legal.

12. Binding Effect. This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, affiliates, predecessors, successors and assigns. Each person executing this Agreement represents and warrants for the benefit of the Parties that it, he or she is authorized to enter into this Agreement and to bind itself, his or her principal(s) to this Agreement.

13. Titles and Captions. Paragraph titles or captions contained in this Agreement are stated only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or any provision within it.

14. Choice of Law. This Agreement shall be construed and enforced pursuant to the laws of the State of California.

15. Venue. The Parties stipulate that the Superior Court in the County of Los Angeles shall continue to have jurisdiction over this matter to enforce this Settlement Agreement and the terms herein pursuant to California *Code of Civil Procedure* § 664.6.

16. Assistance of Counsel. Each of the Parties warrants and represents to the others that it has read and understands this Agreement, and has been represented by counsel of its choice in the negotiation and preparation of this Agreement and that this Agreement is executed voluntarily and without duress or undue influence on the part of, or on behalf of, any of the Parties.

17. Cooperation. The Parties to this Agreement agree to cooperate with each other and to execute such additional documents, papers and pleadings as may be necessary to give effect to the Agreement.

18. Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The Parties further agree that this Agreement may be transmitted by facsimile or other electronic means and that the reproduction of signatures by facsimile, PDF or other electronic means will be treated as binding as if originals.

WHEREFORE, EACH OF THE UNDERSIGNED HEREBY DECLARES THAT THE TERMS OF THIS SETTLEMENT AND RELEASE AGREEMENT HAVE BEEN COMPLETELY READ AND ARE FULLY UNDERSTOOD, AND BY EXECUTION

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HEREOF VOLUNTARILY ACCEPTS THE TERMS WITH THE INTENT TO BE LEGALLY BOUND THEREBY.

I HEREBY DECLARE THAT THIS SETTLEMENT AGREEMENT AND RELEASE HAS BEEN CAREFULLY READ AND IS FULLY UNDERSTOOD.

Dated: 7/17/2026

PLAINTIFF, Yes In My Back Yard

Signed by:
26D02161C640430...
By: Sonja Trauss
Its: Executive Director

Dated: 7/19/2026

PLAINTIFF, Sonja Trauss

Signed by:
26D02161C640430...
Sonja Trauss

Dated: 7/19/2026

PLAINTIFF, Andrew Slocum

Signed by:
ANDREW SLOCUM
1F2DFD9B2E624B2...
Andrew Slocum

Dated: 7/28/2026

DEFENDANTS, CITY OF MALIBU and CITY COUNCIL OF MALIBU

Signed by:
By: Bruce Silverstein
7F6374271E434D8...
Bruce Silverstein, Mayor

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APPROVED AS TO FORM:

Dated: 7/19/2026

PATTERSON & O'NEILL, PC

Signed by:
By: Ryan Patterson
80999E2CE01F4A3...

RYAN J. PATTERSON
Attorneys for Plaintiffs
YES IN MY BACK YARD, SONJA TRAUSS and ANDREW SLOCUM

Dated: 7/23/2026

BEST, BEST & KRIEGER, LLP

Signed by:
By: Trevor L. Rusin
07B770AC32A2423...

TREVOR RUSIN
Attorneys for Defendants
CITY OF MALIBU and CITY COUNCIL OF MALIBU