PLEASE DOWNLOAD THE AGENDA DOCUMENT FOR INSTRUCTIONS ON HOW TO PARTICIPATE IN THE MEETING

1. Amended Agenda

   Documents:

   260928_AMENDED_.PDF

2. Item 1A1

   Second Reading and Adoption of Ordinance No. 537

   Documents:

   CC_260928_ITEM_1A1.PDF

3. Item 1B2

   Approve Warrants

   Documents:

   CC_260928_ITEM_1B2.PDF

4. Item 1B3

   Approval of Minutes

   Documents:

   CC_260928_ITEM_1B3.PDF

5. Item 1B4

   Investment Report for the Month Ending August 31, 2026

   Documents:

   CC_260928_ITEM_1B4.PDF

6. Item 1B5

   City’s Conflict of Interest Code

   Documents:

CC_260928_ITEM_1B5.PDF

7. Item 1B6

   Senior Management Analyst and Management Specialist Positions

   Documents:

   CC_260928_ITEM_1B6.PDF

8. Item 1B7

   Adoption of Revised Job Classifications to Support Operational Efficiencies

   Documents:

   CC_260928_ITEM_1B7.PDF

9. Item 1B8

   Earth Friendly Management Policy Annual Report

   Documents:

   CC_260928_ITEM_1B8.PDF

10. Item 1B9

    Award Kanan Dume Biofilters Project

    Documents:

    CC_260928_ITEM_1B9.PDF

11. Item 1B10

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

    Documents:

    CC_260928_ITEM_1B10.PDF

12. Item 1B11

    Malibu Library Set Aside Funds for Fiscal Year 2026-27

    Documents:

CC_260928_ITEM_1B11.PDF
CC_260928_ITEM_1B11 (SUPPLEMENTAL).PDF

13. Item 1B12

    Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Conditions on Pacific Coast Highway (PCH)

    Documents:

    CC_260928_ITEM_1B12.PDF

14. Item 1B13

    Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Palisades Fire

    Documents:

    CC_260928_ITEM_1B13.PDF

15. Item 1B14

    Resolution Extending the Declaration of the Existence of a Local Emergency and Continuing a Program for Reducing the Risk of Fires Associated with Individuals Engaged in Unpermitted Camping

    Documents:

    CC_260928_ITEM_1B14.PDF

16. Item 1B15

    Approval of Final Parcel Map No. 83016

    Documents:

    CC_260928_ITEM_1B15.PDF

17. Item 7A

    City Hall Solar Power Project

    Documents:

    CC_260928_ITEM_7A.PDF

18. Item 7B

    Community Lands Project

Documents:

CC_260928_ITEM_7B.PDF

19. Item 7C

Declaration of Local Emergencies Due to the Threat of Malibu Creek Flooding from the 2026-2027 El Niño Event

Documents:

CC_260928_ITEM_7C.PDF

Amended[1] Malibu City Council
Regular Meeting Agenda

Monday, September 28, 2026

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

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

GUIDE TO THE CITY COUNCIL PROCEEDINGS AND DECORUM

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

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

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

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

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

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1 *See the addition of consent calendar Item No. 1.B.15. and materials instruction.*

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 25, 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 No. 1.B.15. until 12:00 p.m. on September 28, 2026.

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

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 18, 2026; *amended September 25, 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

1. Second Reading and Adoption of Ordinance No. 537

Recommended Action: Conduct second reading, unless waived, and adopt 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).

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

B. New Items

1. Waive Further Reading

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

Staff Contact: Interim City Attorney Rusin, 456-2489, ext. 228

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 80112-80265 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. 797 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $3,836,808.25 City of Malibu payroll/ACH deposits were issued in the amount of $1,023,769.09.

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

3. Approval of Minutes

Recommended Action: Approve the minutes for the March 18, 2026 Special Meeting, the March 23, 2026 Regular Meeting, the April 13, 2026 Regular Meeting, the April 15, 2026 Special Meeting.

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

4. Investment Report for the Month Ending August 31, 2026

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

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

5. City's Conflict of Interest Code

   Recommended Action: Adopt Resolution No. 26-64 adopting the City's Conflict of Interest Code and repealing Resolution No. 24-58.

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

6. Senior Management Analyst and Management Specialist Positions

   Recommended Action: Review and approve the proposed classification and staffing changes within the City Clerk and Public Safety Departments to support departmental operations, enhance project management capacity, and maintain City service delivery expectations.

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

7. Adoption of Revised Job Classifications to Support Operational Efficiencies

   Recommended Action: Adopt the proposed revised job classifications to support departmental reorganization and operational efficiencies within the Public Works Department.

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

8. Earth Friendly Management Policy Annual Report

   Recommended Action: Receive and file the Earth Friendly Management Policy annual report from July 2025 to June 2026.

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

9. Award Kanan Dume Biofilters Project

   Recommended Action: 1) Approve the award and authorize the Mayor to execute a construction contract with Wright Construction Engineering Corp, in the amount of $293,000 for the construction of the Kanan Dume Biofilters Project, Specification No. 2117; and 2) Authorize the Public Works Director to approve any potential change orders up to 15% of the contract amount.

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

10. Amendments to Professional Services Agreement for Contract Planning 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; and 2) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with California Coastal Works LLC for contract planning services.

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

11. Malibu Library Set Aside Funds for Fiscal Year 2026-27

    Recommended Action: Approve the use of Malibu Library Set Aside Funds for Fiscal Year (FY) 2026-27.

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

12. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Conditions on Pacific Coast Highway (PCH)

    Recommended Action: Adopt Resolution No. 26-65 extending the declaration of the existence of a local emergency related to the continued elevated presence 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.

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

13. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Palisades Fire

    Recommended Action: Adopt Resolution No. 26-66, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

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

14. Resolution Extending the Declaration of the Existence of a Local Emergency and Continuing a Program for Reducing the Risk of Fires Associated with Individuals Engaged in Unpermitted Camping

    Recommended Action: Adopt Resolution No. 26-67 extending the declaration of the existence of a local emergency and continuing a program for reducing the risk of fires associated with individuals engaged in unpermitted camping.

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

15. Approval of Final Parcel Map No. 83016

Recommended Action: 1) Adopt Resolution No. 26-68 approving Final Parcel Map No. 83016, Assessor Parcel Numbers 4470-012-046 and 4470-012-002, located at 6301 Trancas Canyon Road, for recordation; 2) Authorize the City Manager to execute the Subdivision Improvement Agreement for Parcel Map No. 83016; 3) Authorize the Public Works Director to submit the Final Parcel Map for recordation.

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

2. Ceremonial/Presentations

A. Presentation of City Tile to Alicia Freeman for Seven Years of Service to the City of Malibu

B. Presentation of commendation to Public Safety Director Susan Dueñas, upon her retirement in recognition of her service to the City.

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.

None.

6. Old Business

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

None.

7. New Business

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

A. City Hall Solar Power Project

Recommended Action: 1) Receive an update from staff and a presentation from the Clean Power Alliance on the Power Ready Round 2 Program and the proposed City Hall Solar and Battery Energy Storage Project; and 2) Direct staff to continue coordination with Clean Power Alliance to advance the project.

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

B. Community Lands Project

Recommended Action: 1) At the recommendation of the Public Parks and Property Ad Hoc Committee, approve the design of permanent multipurpose sports fields and associated amenities (i.e. parking, restrooms, storage, sidewalk, and walking path) on the Ioki Property; 2) Authorize staff to initiate a preliminary design for an aquatics facility and geotechnical feasibility analysis at the Ioki Property; 3) Authorize staff to initiate a traffic study and preliminary geotechnical feasibility analysis for the Heathercliff Property; 4) Provide feedback on the Malibu Pacific Palisades Chamber of Commerce (PaliBu) proposal for parking, a Visitors Center, and provide direction regarding the trolley system pilot program at the Triangle Lot Property; 5) Reject the proposed Civic Center public private land exchange; 6) Consider a recommendation for the Malibu Arts Commission to review the development of a Performing Arts Center on Parcel C at Cross Creek Ranch (La Paz); and 7) Direct staff to take any other actions necessary to advance the Community Lands Project.

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

C. Declaration of Local Emergencies Due to the Threat of Malibu Creek Flooding from the 2026-2027 El Niño Event

Recommended Action: 1) Adopt Resolution No. 26-68 declaring the existence of a local emergency due to the threat of extreme weather conditions caused by the forecasted 2026-2027 El Niño event; or 2) Adopt Resolution No. 26-69 declaring the existence of a local emergency due to the threat to the Serra Retreat neighborhood of Malibu Creek flooding caused by extreme weather conditions caused by the 2026-2027 El Niño event; or 3) Provide direction to staff.

Staff Contact: Assistant City Manager Mays 456-2489, ext. 358

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 25th day of September 2026 at 5:20 p.m.

Christina Muñoz, Deputy City Clerk

City Council Meeting
09-28-26
Item 1.A.1.

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 16, 2026 Meeting date: September 28, 2026

Subject: Second Reading and Adoption of Ordinance No. 537

RECOMMENDED ACTION: Conduct second reading, unless waived, and adopt 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).

FISCAL IMPACT: Funding for this project is included in the Adopted Budget for Fiscal Year 2025-26.

STRATEGIC IMPLEMENTATION PLAN: This item advances Goal 1, Objective 1.2 of the 2025-2028 Strategic Plan by modernizing development policies to improve clarity and consistency.

DISCUSSION: On September 14, 2026, the Council introduced on first reading Ordinance No. 537.

ATTACHMENTS: Ordinance No. 537

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

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

City Council Meeting
9-28-26
Item
1.B.2.

WARRANT REGISTER NO. 797

On September 28, 2026, the Malibu City Council allowed and approved warrant demand numbers 80112-80265 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 $3,836,808.25. City of Malibu payroll/ACH deposits were issued in the amount of $1,023,769.09.

PASSED, APPROVED and ADOPTED this 28th 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 $4,860,577.34 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 17th day of September 2026, AT MALIBU, CALIFORNIA

Signed by:
Joseph D. Irvin
F849C5C36AED48F...
Joseph D. Irvin
City Manager

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

Accounts Payable

Checks by Date - Summary by Check Number

User: sflores
Printed: 9/16/2026 8:15 AM

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
80112	AETNA	HEALTH AND HUMAN RESOURCE CE	09/02/2026	0.00	170.97
80113	AFLAC	AFLAC-AMERICAN FAMILY LIFE ASSI	09/02/2026	0.00	836.88
80114	BlueShie	BLUE SHIELD OF CALIFORNIA	09/02/2026	0.00	1,704.99
80115	DELTADE	DELTA DENTAL OF CALIFORNIA	09/02/2026	0.00	9,646.90
80116	FRANCHI	STATE OF CALIFORNIA FRANCHISE T.	09/02/2026	0.00	150.00
80117	STANDARD	STANDARD INSURANCE COMPANY N	09/02/2026	0.00	11,095.98
80118	STANDARD	STANDARD INSURANCE COMPANY N	09/02/2026	0.00	351.28
80119	USBANK2	US BANK	09/02/2026	0.00	1,242.20
80120	4LEAF	4LEAF INC	09/02/2026	0.00	163,883.62
80121	BBK	BEST BEST & KRIEGER LLP	09/02/2026	0.00	222,515.55
80122	BHPROPER	BH PROPERTIES	09/02/2026	0.00	3,000.00
80123	CABUILDI	CA BUILDING STANDARDS COMMISS	09/02/2026	0.00	2,875.50
80124	DMLFBERC	DM AXELRAD AND LF BERCOVICI	09/02/2026	0.00	85.42
80125	GOVCONN	GOVCONNECTION INC	09/02/2026	0.00	394.72
80126	INTERWES	INTERWEST CONSULTING GROUP INC	09/02/2026	0.00	1,890.00
80127	KIMLEY	KIMLEY-HORN AND ASSOC INC	09/02/2026	0.00	20,813.65
80128	LACOREG	LA CO REGISTRAR RECCORDER/CITY	09/02/2026	0.00	356.00
80129	NV5INC	NV5 INC	09/02/2026	0.00	43,767.50
80130	SDIPRES	SDI PRESENCE LLC	09/02/2026	0.00	57,997.50
80131	TETRATE	TETRA TECH INC	09/02/2026	0.00	2,270.00
80132	USLABS	BUREAU VERITAS NORTH AMERICA I	09/02/2026	0.00	2,770.00
80133	VANWEN	WENDY VAN WESSEL	09/02/2026	0.00	67.73
80134	13STARS	13 STARS MEDIA	09/02/2026	0.00	947.53
80135	3338MAL	3338 MALIBU LLC	09/02/2026	0.00	3,499.00
80136	AMERGLOE	AMERICAN GLOBAL SECURITY INC	09/02/2026	0.00	2,100.00
80137	ARELAU	LAUREN ARENA	09/02/2026	0.00	230.00
80138	BUXANN	ANN BUXIE	09/02/2026	0.00	2,250.00
80139	CALLMC	MARY CATHERINE CALLAGHAN	09/02/2026	0.00	122.50
80140	CAPark	CALIFORNIA PARK & RECREATION SC	09/02/2026	0.00	170.00
80141	CERNYR	RYAN CERNY	09/02/2026	0.00	289.04
80142	CHAMPCAM	TREVOR ELDER	09/02/2026	0.00	3,360.00
80143	COLRAN	RANDY ALLEN COLLINS	09/02/2026	0.00	500.00
80144	CRPRINT	EARTH PRINT INC	09/02/2026	0.00	1,273.10
80145	ELIALE	ALEXANDRA ELIZONDO	09/02/2026	0.00	21.71
80146	ENTQUEE	QUEENSHIP ENTERTAINMENT	09/02/2026	0.00	375.00
80147	FREEA	ALICIA FREEMAN	09/02/2026	0.00	82.53
80148	JENCAY	CAYLEY JENNER	09/02/2026	0.00	310.00
80149	JENTYL	TYLER JENNINGS	09/02/2026	0.00	310.00
80150	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/02/2026	0.00	25.00
80151	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/02/2026	0.00	25.00
80152	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/02/2026	0.00	25.00
80153	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/02/2026	0.00	25.00
80154	LAWSONS	SKYLAR J LAWSON	09/02/2026	0.00	4,410.00
80155	MERRICKJ	JUDY MERRICK	09/02/2026	0.00	180.00
80156	PARKERAN	PARKER-ANDERSON LEARNING CEN	09/02/2026	0.00	2,016.00
80157	RECTOR	CHRISTY RECTOR	09/02/2026	0.00	82.53
80158	ROMDEN	DENISE ROMO	09/02/2026	0.00	82.53

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
80159	RTW	RTW MANAGEMENT	09/02/2026	0.00	46,921.00
80160	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	09/02/2026	0.00	493.79
80161	SENFOU	FOUNDATION FOR SENIOR SERVICES	09/02/2026	0.00	150.00
80162	SOUTHCAP	SOUTHERN CALIFORNIA PUBLIC POC	09/02/2026	0.00	25.00
80163	STAPLES	STAPLES CONTRACT & COMMERCIAI	09/02/2026	0.00	181.92
80164	TAYKAR	KAREN TAYLOR	09/02/2026	0.00	250.00
80165	TOTALGRA	BRIAN SHORE	09/02/2026	0.00	17.96
80166	USLABS	BUREAU VERITAS NORTH AMERICA I	09/02/2026	0.00	58,773.80
80167	ACCOUNTE	OFFICE TEAM A ROBERT HALF COMP	09/10/2026	0.00	2,224.80
80168	APPLE	APPLEONE	09/10/2026	0.00	1,444.44
80169	ARC	ARC DOCUMENT SOLUTIONS LLC	09/10/2026	0.00	123.59
80170	CRPRINT	EARTH PRINT INC	09/10/2026	0.00	2,840.14
80171	FETTINGE	RICHARD FETTINGER	09/10/2026	0.00	1,330.00
80172	FRONTIER	FRONTIER CALIFORNIA INC	09/10/2026	0.00	701.17
80173	GIINDUS	GI INDUSTRIES	09/10/2026	0.00	243.23
80174	HALTER	TERRY HALE	09/10/2026	0.00	7,437.08
80175	HDSUPPLY	HD SUPPLY INC	09/10/2026	0.00	822.88
80176	JOHLIS	LISA JOHNSON	09/10/2026	0.00	177.00
80177	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/10/2026	0.00	25.00
80178	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/10/2026	0.00	25.00
80179	LIBERTY	LIBERTY PRINTING & EMBROIDERY	09/10/2026	0.00	700.00
80180	MAERLYLL	MAERLY LLC	09/10/2026	0.00	875.00
80181	MOSSER	MOSSER PLUMBING & HEATING INC	09/10/2026	0.00	532.50
80182	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	09/10/2026	0.00	24.72
80183	UNDERGR	UNDERGROUND SERVICE ALERT OF S	09/10/2026	0.00	122.80
80184	AMERGLOE	AMERICAN GLOBAL SECURITY INC	09/10/2026	0.00	2,198.00
80185	ANAWALT	ANAWALT LUMBER CO INC	09/10/2026	0.00	148.73
80186	ASCAP	ASCAP	09/10/2026	0.00	465.58
80187	BURNS	BURNS PACIFIC CONSTRUCTION INC	09/10/2026	0.00	3,721.44
80188	CHISAR	SARAH CHING	09/10/2026	0.00	250.00
80189	COOPERM	MARSHA COOPER	09/10/2026	0.00	715.00
80190	DANESHJ	JACKLINE DANESHRAD	09/10/2026	0.00	455.00
80191	DECJES	JESSICA DECARLOS	09/10/2026	0.00	250.00
80192	ENHANCE2	ENHANCED LANDSCAPE MANAGEMI	09/10/2026	0.00	90,223.80
80193	FERCANOL	LAURA DEMIERI FERCANO	09/10/2026	0.00	180.00
80194	INMOTION	CHRISTOPHER GRABHER	09/10/2026	0.00	440.00
80195	KEIKOR	KORY KEITH	09/10/2026	0.00	230.00
80196	MAINSTRE	ATHACO INC	09/10/2026	0.00	61.39
80197	MANMIC	MICHAEL ANTHONY MANFREDO	09/10/2026	0.00	495.00
80198	MERRICKJ	JUDY MERRICK	09/10/2026	0.00	360.00
80199	MOSSER	MOSSER PLUMBING & HEATING INC	09/10/2026	0.00	490.05
80200	NATIONA	NATIONAL CONSTRUCTION RENTALS	09/10/2026	0.00	2,181.08
80201	ORTOBE	OBED ORTIZ	09/10/2026	0.00	250.00
80202	ROSENSHE	SHEILA ROSENTHAL	09/10/2026	0.00	405.00
80203	SENFOU	FOUNDATION FOR SENIOR SERVICES	09/10/2026	0.00	150.00
80204	SMITHPI	SMITH PIPE & SUPPLY INC	09/10/2026	0.00	107.07
80205	SPECTRUM	CHARTER COMMUNICATIONS HOLDI	09/10/2026	0.00	1,639.23
80206	THIMAT	MATTHEW THIE	09/10/2026	0.00	2,250.00
80207	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	09/10/2026	0.00	3,346.00
80208	VALLEYBA	VALLEY BACKFLOW INC	09/10/2026	0.00	85.00
80209	VALPARK	VALET PARKING PROS LLC	09/10/2026	0.00	1,200.00
80210	WAXIE	WAXIE ENTERPRISES LLC	09/10/2026	0.00	319.30
80211	FRANCHI	STATE OF CALIFORNIA FRANCHISE T	09/10/2026	0.00	150.00
80212	USBANK2	US BANK	09/10/2026	0.00	894.70
80213	ANDYGUM	ANDY GUMP INC	09/11/2026	0.00	114.98
80214	BADMET	BADGER METER INC	09/11/2026	0.00	40.42
80215	CAWILDL	CALIFORNIA WILDLIFE CENTER	09/11/2026	0.00	4,000.00

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
80216	COCAFISA	CORRAL CANYON FIRE SAFETY ALLI	09/11/2026	0.00	5,000.00
80217	CSGCON	CSG CONSULTANTS INC	09/11/2026	0.00	9,388.75
80218	ESPERAN	ESPERANCE CENTER	09/11/2026	0.00	1,000.00
80219	EXCELOFF	EXCEL OFFICE SERVICES	09/11/2026	0.00	1,006.63
80220	FRONTIER	FRONTIER CALIFORNIA INC	09/11/2026	0.00	1,969.60
80221	GMZENG	GMZ ENGINEERING INC	09/11/2026	0.00	598,403.12
80222	HANDHANI	HAND IN HAND	09/11/2026	0.00	2,250.00
80223	INFINITY	INFINITY TECHNOLOGIES	09/11/2026	0.00	2,195.00
80224	LACOANI	LA CO ANIMAL CARE & CONTROL	09/11/2026	0.00	6,684.62
80225	LACOSHE	LA CO SHERIFF'S DEPARTMENT	09/11/2026	0.00	963,902.31
80226	MALIBUFR	MALIBU FRIENDS OF MUSIC	09/11/2026	0.00	5,000.00
80227	MALICOAS	MALIBU COAST SURF LIFESAVING AS	09/11/2026	0.00	3,500.00
80228	MALIELEM	MALIBU ELEMENTARY SCHOOL	09/11/2026	0.00	20,000.00
80229	MALILIT	MALIBU LITTLE LEAGUE	09/11/2026	0.00	12,000.00
80230	MALIMONA	MALIBU MONARCH PROJECT	09/11/2026	0.00	1,750.00
80231	MALISEAR	MALIBU SEARCH AND RESCUE	09/11/2026	0.00	7,500.00
80232	MICHBAK	MICHAEL BAKER INTERNATIONAL IN	09/11/2026	0.00	3,240.00
80233	MRGLLC	MUNICIPAL RESOURCE GROUP LLC	09/11/2026	0.00	10,000.00
80234	POISONFR	POISON FREE MALIBU	09/11/2026	0.00	4,000.00
80235	RYLAND	STLR CORPORATION	09/11/2026	0.00	645.00
80236	SEASAVE	SEA SAVE FOUNDATION	09/11/2026	0.00	4,000.00
80237	SHALOMIN	SHALOM INSTITUTE	09/11/2026	0.00	5,000.00
80238	SMMTFUNI	SANTA MONICA MOUNTAINS FUND	09/11/2026	0.00	2,250.00
80239	SOUTHE	SOUTHERN CALIFORNIA EDISON CO	09/11/2026	0.00	14,919.40
80240	TRUNORTH	TRUE NORTH COMPLIANCE SERVICE	09/11/2026	0.00	48,740.90
80241	WAVEENTE	WAVE ENTERPRISES INC	09/11/2026	0.00	15,711.98
80242	BURNS	BURNS PACIFIC CONSTRUCTION INC	09/15/2026	0.00	189,582.25
80243	CAHIGH	DEPT OF THE CA HIGHWAY PATROL	09/15/2026	0.00	81,118.99
80244	CAJPIA	CALIFORNIA JPIA	09/15/2026	0.00	5,543.00
80245	CASSWCON	CASSWELL CONSULTING INC	09/15/2026	0.00	28,233.00
80246	CASTRATE	CALIFORNIA STRATEGIES & ADVOCA	09/15/2026	0.00	12,500.00
80247	DCMCLLC	LEMOINE SERVICES HOLDINGS LP	09/15/2026	0.00	20,052.50
80248	DEB&ADR	DEBORAH LYNN WEISS AND ADRIAN	09/15/2026	0.00	34,062.00
80249	FEDEXP	FEDEX	09/15/2026	0.00	137.05
80250	FOXONSIT	FOX ONSITE SOLUTIONS INC	09/15/2026	0.00	22,690.00
80251	FOXWEATH	FOX WEATHER LLC	09/15/2026	0.00	400.00
80252	GOVCONN	GOVCONNECTION INC	09/15/2026	0.00	6,993.83
80253	GUTSTE	STEVEN GUTIERREZ	09/15/2026	0.00	900.00
80254	HDL	HINDERLITER DE LLAMAS & ASSOCI	09/15/2026	0.00	2,960.87
80255	HDL2	HDL COREN & CONE	09/15/2026	0.00	9,003.95
80256	IPC INC	INTEGRATED PERFORMANCE CONSU	09/15/2026	0.00	10,868.40
80257	KIMLEY	KIMLEY-HORN AND ASSOC INC	09/15/2026	0.00	11,951.44
80258	LACOREG	LA CO REGISTRAR RECCORDER/CITY	09/15/2026	0.00	129.00
80259	LARICS	COUNTY OF LOS ANGELES LA-RICS	09/15/2026	0.00	960.00
80260	MALAUTO	MALIBU AUTO CARE SPECIALIST	09/15/2026	0.00	3,470.91
80261	SHEPPMUL	SHEPPARD MULLIN RICHTER & HAM	09/15/2026	0.00	116,969.00
80262	TMOBILE	T-MOBILE USA INC	09/15/2026	0.00	757.42
80263	TOSHIBA	US BANK NATIONAL ASSOCIATION	09/15/2026	0.00	3,777.33
80264	USBANK4	US BANK N.A.	09/15/2026	0.00	708,616.77
80265	XEROXFIN	XEROX CORPORATION	09/15/2026	0.00	195.78
			Report Total (154 checks):	0.00	3,836,808.25

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

Accounts Payable

Transactions by Account

User: sflores
Printed: 09/16/2026 - 8:16AM
Batch: 00000.00.0000

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Cobra-Sar	09/02/2026	80114	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Cobra-Sta	09/02/2026	80114	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Cobra-Mc	09/02/2026	80114	28.53	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Cobra-Dul	09/02/2026	80114	28.53	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Cobra-Car	09/02/2026	80114	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Cobra-Ket	09/02/2026	80114	17.30	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Cobra-Gre	09/02/2026	80114	17.30	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Cobra-Alb	09/02/2026	80114	-38.72	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Cobra-Du	09/02/2026	80114	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Cobra-Gir	09/02/2026	80114	9.68	
			Vendor Subtotal:		101.34	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Ca	09/02/2026	80115	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Wc	09/02/2026	80115	-50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Du	09/02/2026	80115	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Da	09/02/2026	80115	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Ke	09/02/2026	80115	97.04	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Gi	09/02/2026	80115	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Wc	09/02/2026	80115	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Sal	09/02/2026	80115	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Mc	09/02/2026	80115	157.75	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Gr	09/02/2026	80115	97.04	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Du	09/02/2026	80115	157.75	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Cobra-Sta	09/02/2026	80115	50.06	
			Vendor Subtotal:		809.94	
100-0000-3133-01	BH PROPERTIES	Ref - Q2'26 TOT, Non-Occupancy Sta	06/30/2026	80122	3,000.00	
			Vendor Subtotal:		3,000.00	

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-0000-3469-00	LAUREN ARENA	Ref - Skate Camp Wk8; 8/3 -8/6/26	09/02/2026	80137	230.00	
			Vendor Subtotal:		230.00	
100-0000-3469-00	CAYLEY JENNER	Ref - Skate Camp Wk9; 8/10 - 8/13/26	09/02/2026	80148	310.00	
			Vendor Subtotal:		310.00	
100-0000-3469-00	TYLER JENNINGS	Ref - Skate Camp Wk9; 8/10 - 8/13/26	09/02/2026	80149	310.00	
			Vendor Subtotal:		310.00	
100-0000-3470-00	KORY KEITH	Ref - Vet Academy Afterschool 9/17-1	09/10/2026	80195	230.00	
			Vendor Subtotal:		230.00	
100-0000-3904-00	DM AXELRAD AND LF BERCOV	Ref - Q2'26 TOT Penalty Overpymt - 1	06/30/2026	80124	85.42	
			Vendor Subtotal:		85.42	
100-3001-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	31.96	
			Vendor Subtotal:		31.96	
100-3001-5100-00	FOX WEATHER LLC	Weather Forecasting - Aug '26	09/15/2026	80251	400.00	000004668
			Vendor Subtotal:		400.00	
100-3001-5120-00	BURNS PACIFIC CONSTRUCTIOI	Task 7: Yard Rental - Jul '26	09/15/2026	80242	9,000.00	000004401
100-3001-5120-00	BURNS PACIFIC CONSTRUCTIOI	Task 6: Other Maint - Jul '26	09/15/2026	80242	1,549.23	000004401
100-3001-5120-00	BURNS PACIFIC CONSTRUCTIOI	Task 1: Routine Maint - Jul '26	09/15/2026	80242	122,101.10	000004401
			Vendor Subtotal:		132,650.33	
100-3001-5127-00	BURNS PACIFIC CONSTRUCTIOI	Task 2: Brush Clearance - Jul '26	09/15/2026	80242	54,649.18	000004401
			Vendor Subtotal:		54,649.18	

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-3001-6160-00	BURNS PACIFIC CONSTRUCTIOI	Supplies - Jul '26	09/15/2026	80242	2,282.74	000004401
		Vendor Subtotal:			2,282.74	
100-3001-6160-00	UNDERGROUND SERVICE ALER	Dig Alerts - Aug '26	09/10/2026	80183	122.80	
		Vendor Subtotal:			122.80	
100-3007-5610-00	INTEGRATED PERFORMANCE C	CCSTF Operation/Maint - Jul '26	09/15/2026	80256	3,913.00	000003241
		Vendor Subtotal:			3,913.00	
100-3007-5610-01	INTEGRATED PERFORMANCE C	PCSTF Operation/Maint - Jul '26	09/15/2026	80256	3,913.00	000003241
		Vendor Subtotal:			3,913.00	
100-3007-5655-00	INTEGRATED PERFORMANCE C	Remote Access Fee - Jul '26	09/15/2026	80256	300.00	000003241
		Vendor Subtotal:			300.00	
100-3007-7800-00	INTEGRATED PERFORMANCE C	CCSTF Equipment - Jul '26	09/15/2026	80256	2,742.40	000003241
		Vendor Subtotal:			2,742.40	
100-3008-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	19.05	
		Vendor Subtotal:			19.05	
100-3008-5100-00	KIMLEY-HORN AND ASSOC INC	Task 17: Land Development Plan Che	06/30/2026	80127	11,628.90	000004356
100-3008-5100-00	KIMLEY-HORN AND ASSOC INC	Task 17: Land Development Plan Che	09/15/2026	80257	10,344.94	000004356
		Vendor Subtotal:			21,973.84	
100-3008-5125-00	KIMLEY-HORN AND ASSOC INC	General On-Call Traffic Engr Svcs/Rir	09/15/2026	80257	1,606.50	000004367
		Vendor Subtotal:			1,606.50	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4001-4202-00	CalPERS Health	PR 27.08.2026 Health Insur-Quintana-	09/02/2026	0	1,128.53	
		Vendor Subtotal:			1,128.53	
100-4001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Quintana-!	09/02/2026	80114	9.68	
		Vendor Subtotal:			9.68	
100-4001-4204-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Quintana-	09/02/2026	80115	50.06	
		Vendor Subtotal:			50.06	
100-4001-4205-00	STANDARD INSURANCE COMPA	PR 27.08.2026 Life Insur-Quintana-Se	09/02/2026	80117	8.60	
		Vendor Subtotal:			8.60	
100-4001-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	82.92	
		Vendor Subtotal:			82.92	
100-4001-4213-00	HEALTH AND HUMAN RESOUR(	PR 27.08.2026 Employee Assistance-(	09/02/2026	80112	1.39	
		Vendor Subtotal:			1.39	
100-4001-5330-00	CALIFORNIA PARK & RECREATI	CPRS Annual Membership - CSD Dir(	09/02/2026	80140	170.00	
		Vendor Subtotal:			170.00	
100-4001-6160-00	ALEXANDRA ELIZONDO	Reimb - Supplies J. Kuredjian Recepti	09/02/2026	80145	7.66	
100-4001-6160-00	ALEXANDRA ELIZONDO	Reimb - Supplies J. Kuredjian Recepti	09/02/2026	80145	14.05	
		Vendor Subtotal:			21.71	
100-4002-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	15.14	
		Vendor Subtotal:			15.14	
100-4002-4213-00	HEALTH AND HUMAN RESOUR(	PR 27.08.2026 Employee Assistance-I	09/02/2026	80112	1.39	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4002-4213-00	HEALTH AND HUMAN RESOUR(	PR 27.08.2026 Employee Assistance-(	09/02/2026	80112	1.39	
		Vendor Subtotal:			2.78	
100-4002-5300-00	SOUTHERN CALIFORNIA PUBLI	Meeting Fees - PT Rec Assistant 9/3/2	09/02/2026	80162	25.00	
		Vendor Subtotal:			25.00	
100-4003-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	8.76	
		Vendor Subtotal:			8.76	
100-4004-5107-00	SKYLAR J LAWSON	Instructor - Aspects Surf Academy 8/1	09/02/2026	80154	4,410.00	
		Vendor Subtotal:			4,410.00	
100-4004-5107-00	PARKER-ANDERSON LEARNINC	Instructor - Magic Academy Camp 8/1	09/02/2026	80156	2,016.00	
		Vendor Subtotal:			2,016.00	
100-4005-5107-00	TREVOR ELDER	Instructor - Skate Camp Wk9 8/10 - 8/	09/02/2026	80142	3,360.00	
		Vendor Subtotal:			3,360.00	
100-4005-5640-00	ANAWALT LUMBER CO INC	Bluffs Skatepark - Supplies	09/10/2026	80185	26.44	
100-4005-5640-00	ANAWALT LUMBER CO INC	Bluffs Skatepark - Supplies	09/10/2026	80185	37.88	
100-4005-5640-00	ANAWALT LUMBER CO INC	Credit: Bluffs Skatepark - Supplies	09/10/2026	80185	-37.88	
100-4005-5640-00	ANAWALT LUMBER CO INC	Bluffs Skatepark - Supplies	09/10/2026	80185	98.05	
100-4005-5640-00	ANAWALT LUMBER CO INC	Bluffs Skatepark - Supplies	09/10/2026	80185	24.24	
		Vendor Subtotal:			148.73	
100-4006-4203-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Upadhyay	09/02/2026	80114	-9.68	
		Vendor Subtotal:			-9.68	
100-4007-4203-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Spiroglou-	09/02/2026	80114	-9.68	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			-9.68	
100-4007-4204-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Upadhyay	09/02/2026	80115	-50.06	
		Vendor Subtotal:			-50.06	
100-4007-5107-00	MARY CATHERINE CALLAGHAN	Instructor - Dance Workshop 8/10/26	09/02/2026	80139	122.50	
		Vendor Subtotal:			122.50	
100-4007-5107-00	JUDY MERRICK	Instructor - Inclusive Rec Coloring - Ju	09/02/2026	80155	180.00	
100-4007-5107-00	JUDY MERRICK	Instructor - Inclusive Rec Coloring - A	09/10/2026	80198	180.00	
		Vendor Subtotal:			360.00	
100-4007-5107-00	KAREN TAYLOR	Instructor - Dog Obedience 8/15/26	09/02/2026	80164	250.00	
		Vendor Subtotal:			250.00	
100-4007-5330-00	ASCAP	ASCAP Licensing Fee - FY26/27	09/10/2026	80186	465.58	
		Vendor Subtotal:			465.58	
100-4008-4203-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Winkler-S	09/02/2026	80114	-7.62	
		Vendor Subtotal:			-7.62	
100-4008-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	10.75	
		Vendor Subtotal:			10.75	
100-4008-5107-00	MARSHA COOPER	Instructor - Stretch & Strength - Aug '2	09/10/2026	80189	715.00	
		Vendor Subtotal:			715.00	
100-4008-5107-00	JACKLINE DANESHRAD	Instructor - Pilates Barre Fusion - Aug	09/10/2026	80190	455.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			455.00	
100-4008-5107-00	QUEENSHIP ENTERTAINMENT	Entertainment - Sr Luncheon 8/20/26	09/02/2026	80146	375.00	
		Vendor Subtotal:			375.00	
100-4008-5107-00	LAURA DEMIERI FERCANO	Instructor - Choir - Aug '26	09/10/2026	80193	180.00	
		Vendor Subtotal:			180.00	
100-4008-5107-00	CHRISTOPHER GRABHER	Entertainment - Sr Center Luncheon 9/	09/10/2026	80194	440.00	
		Vendor Subtotal:			440.00	
100-4008-5107-00	MICHAEL ANTHONY MANFREDO	Instructor - Yoga/Tai Chi - Aug '26	09/10/2026	80197	495.00	
		Vendor Subtotal:			495.00	
100-4008-5107-00	JUDY MERRICK	Instructor - Relax Through Coloring -	09/10/2026	80198	180.00	
		Vendor Subtotal:			180.00	
100-4008-5107-00	SHEILA ROSENTHAL	Instructor - Knitting - Aug '26	09/10/2026	80202	405.00	
		Vendor Subtotal:			405.00	
100-4008-5107-00	FOUNDATION FOR SENIOR SERV	Pain Management Workshop 7/30/26	09/02/2026	80161	150.00	
100-4008-5107-00	FOUNDATION FOR SENIOR SERV	Alzheimers & Dementia Education 8/2	09/10/2026	80203	150.00	
		Vendor Subtotal:			300.00	
100-4008-6175-00	VALET PARKING PROS LLC	Sr Excursion - California Science Ctr (	09/10/2026	80209	1,200.00	
		Vendor Subtotal:			1,200.00	
100-4010-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	15.12	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			15.12	
100-4010-4213-00	HEALTH AND HUMAN RESOUR(	PR 27.08.2026 Employee Assistance-I	09/02/2026	80112	1.39	
		Vendor Subtotal:			1.39	
100-4010-5100-00	AMERICAN GLOBAL SECURITY	Trancas - Security Svcs - Jul '26	09/02/2026	80136	1,050.00	000004128
100-4010-5100-00	AMERICAN GLOBAL SECURITY	Equestrian - Security Svcs - Jul '26	09/02/2026	80136	1,050.00	000004128
100-4010-5100-00	AMERICAN GLOBAL SECURITY	Trancas - Security Svcs - Aug '26	09/10/2026	80184	1,099.00	000004128
100-4010-5100-00	AMERICAN GLOBAL SECURITY	Equestrian - Security Svcs - Aug '26	09/10/2026	80184	1,099.00	000004128
		Vendor Subtotal:			4,298.00	
100-4010-5100-00	ENHANCED LANDSCAPE MANA	City Parks Landscape Maint/Liners - A	09/10/2026	80192	26,800.94	000004317
		Vendor Subtotal:			26,800.94	
100-4010-5100-00	ULTIMATE MAINTENANCE SER\	City Parks Janitorial Svcs - Aug '26	09/10/2026	80207	3,346.00	000004018
		Vendor Subtotal:			3,346.00	
100-4010-5130-00	ENHANCED LANDSCAPE MANA	Bluffs - MP Field Renovations	09/10/2026	80192	35,750.00	000004317
100-4010-5130-00	ENHANCED LANDSCAPE MANA	Las Flores - Tree Removal	09/10/2026	80192	2,350.00	
		Vendor Subtotal:			38,100.00	
100-4010-5130-00	ATHACO INC	Bluffs - Signage	09/10/2026	80196	61.39	
		Vendor Subtotal:			61.39	
100-4010-5610-00	MOSSER PLUMBING & HEATINC	Bluffs/MLC - Drainage Clearing	09/10/2026	80199	490.05	
		Vendor Subtotal:			490.05	
100-4010-5610-00	VALLEY BACKFLOW INC	Equestrian - Backflow Testing	09/10/2026	80208	85.00	
		Vendor Subtotal:			85.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4010-5640-00	WAXIE ENTERPRISES LLC	Bluffs/MLS - Equipment Repairs	09/10/2026	80210	319.30	
		Vendor Subtotal:			319.30	
100-4010-5710-00	NATIONAL CONSTRUCTION REI	Bluffs Portable Toilets 7/23 - 8/19/26	09/10/2026	80200	941.10	
		Vendor Subtotal:			941.10	
100-4010-5721-00	CHARTER COMMUNICATIONS H	Bluffs Park Security Cameras - Aug '2	09/10/2026	80205	1,639.23	
		Vendor Subtotal:			1,639.23	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	Charmlee Park - Jul '26	09/02/2026	80160	353.56	
		Vendor Subtotal:			353.56	
100-4010-6160-00	SMITH PIPE & SUPPLY INC	Bluffs Park - Paint Supplies	09/10/2026	80204	107.07	
		Vendor Subtotal:			107.07	
100-4010-6160-00	BRIAN SHORE	Vinyl Stickers - EV Gator Cable	09/02/2026	80165	17.96	000004684
		Vendor Subtotal:			17.96	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Charmlee - Irrigation Repairs	09/10/2026	80192	358.20	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	PCH Median - Irrigation Repairs	09/10/2026	80192	120.94	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Cross Creek - Irrigation Repairs	09/10/2026	80192	349.80	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Trancas - Irrigation Repairs	09/10/2026	80192	370.02	
100-4010-7910-00	ENHANCED LANDSCAPE MANA	Bluffs - Irrigation Repairs	09/10/2026	80192	1,491.43	
		Vendor Subtotal:			2,690.39	
100-4011-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	5.27	
		Vendor Subtotal:			5.27	
100-4012-5107-00	BURNS PACIFIC CONSTRUCTIOI	Storm Drain Artwork Removal	09/10/2026	80187	3,721.44	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			3,721.44	
100-7001-5104-00	CALIFORNIA STRATEGIES & AD	Lobbying Svcs - Aug '26	09/15/2026	80246	12,500.00	000003092
		Vendor Subtotal:			12,500.00	
100-7001-5930-00	CALIFORNIA WILDLIFE CENTEF	FY 26/27 General Fund Grant	09/11/2026	80215	4,000.00	
		Vendor Subtotal:			4,000.00	
100-7001-5930-00	CORRAL CANYON FIRE SAFETY	FY 26/27 General Fund Grant	09/11/2026	80216	5,000.00	
		Vendor Subtotal:			5,000.00	
100-7001-5930-00	ESPERANCE CENTER	FY 26/27 General Fund Grant	09/11/2026	80218	1,000.00	
		Vendor Subtotal:			1,000.00	
100-7001-5930-00	HAND IN HAND	FY 26/27 General Fund Grant	09/11/2026	80222	2,250.00	
		Vendor Subtotal:			2,250.00	
100-7001-5930-00	MALIBU FRIENDS OF MUSIC	FY 26/27 General Fund Grant	09/11/2026	80226	5,000.00	
		Vendor Subtotal:			5,000.00	
100-7001-5930-00	MALIBU COAST SURF LIFESAVI	FY 26/27 General Fund Grant	09/11/2026	80227	3,500.00	
		Vendor Subtotal:			3,500.00	
100-7001-5930-00	MALIBU ELEMENTARY SCHOOI	FY 26/27 General Fund Grant	09/11/2026	80228	20,000.00	
		Vendor Subtotal:			20,000.00	
100-7001-5930-00	MALIBU LITTLE LEAGUE	FY 26/27 General Fund Grant	09/11/2026	80229	12,000.00	
		Vendor Subtotal:			12,000.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7001-5930-00	MALIBU MONARCH PROJECT	FY 26-27 General Fund Grant	09/11/2026	80230	1,750.00	
			Vendor Subtotal:		1,750.00	
100-7001-5930-00	MALIBU SEARCH AND RESCUE	FY 26/27 General Fund Grant	09/11/2026	80231	7,500.00	
			Vendor Subtotal:		7,500.00	
100-7001-5930-00	POISON FREE MALIBU	FY 26/27 General Fund Grant	09/11/2026	80234	4,000.00	
			Vendor Subtotal:		4,000.00	
100-7001-5930-00	SEA SAVE FOUNDATION	FY 26/27 General Fund Grant	09/11/2026	80236	4,000.00	
			Vendor Subtotal:		4,000.00	
100-7001-5930-00	SHALOM INSTITUTE	FY 26/27 General Fund Grant	09/11/2026	80237	5,000.00	
			Vendor Subtotal:		5,000.00	
100-7001-5930-00	SANTA MONICA MOUNTAINS FU	FY 26/27 General Fund Grant	09/11/2026	80238	2,250.00	
			Vendor Subtotal:		2,250.00	
100-7002-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	15.15	
			Vendor Subtotal:		15.15	
100-7003-4202-00	CalPERS Health	PR 27.08.2026 Health Insur-Loera-Sep	09/02/2026	0	-962.68	
			Vendor Subtotal:		-962.68	
100-7003-4203-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Loera-Sep	09/02/2026	80114	-9.68	
			Vendor Subtotal:		-9.68	
100-7003-4204-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Loera-Sep	09/02/2026	80115	-50.06	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			-50.06	
100-7003-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	113.18	
		Vendor Subtotal:			113.18	
100-7003-5100-01	STLR CORPORATION	School District Separation - Jul '26	09/11/2026	80235	645.00	000003541
		Vendor Subtotal:			645.00	
100-7003-6160-00	STAPLES CONTRACT & COMME	Office Supplies - City Manager	09/02/2026	80163	107.70	
		Vendor Subtotal:			107.70	
100-7005-5101-00	BEST BEST & KRIEGER LLP	General Legal Counsel - Jun '26	06/30/2026	80121	30,537.00	000004588
		Vendor Subtotal:			30,537.00	
100-7005-5101-01	BEST BEST & KRIEGER LLP	School District Separation - Jun '26	06/30/2026	80121	28,627.20	000004588
		Vendor Subtotal:			28,627.20	
100-7005-5101-02	SHEPPARD MULLIN RICHTER &	97WD-437723 - Jul '26	09/15/2026	80261	78,243.50	000004701
100-7005-5101-02	SHEPPARD MULLIN RICHTER &	97WD-437723 - Jun '26	09/15/2026	80261	38,725.50	000004701
		Vendor Subtotal:			116,969.00	
100-7005-5102-00	BEST BEST & KRIEGER LLP	Litigation - Jun '26	06/30/2026	80121	160,995.15	000004588
		Vendor Subtotal:			160,995.15	
100-7007-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	31.05	
		Vendor Subtotal:			31.05	
100-7007-5100-00	LA CO REGISTRAR RECCORDER	Recorded Doc Fees - Jul '26	09/15/2026	80258	28.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			28.00	
100-7007-5150-00	FEDEX	Election File Shipments	09/15/2026	80249	137.05	
		Vendor Subtotal:			137.05	
100-7021-4202-00	CalPERS Health	PR 27.08.2026 Health Insur-Golden-A	09/02/2026	0	969.05	
		Vendor Subtotal:			969.05	
100-7021-4203-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Golden-A	09/02/2026	80114	9.68	
		Vendor Subtotal:			9.68	
100-7021-4204-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Golden-A	09/02/2026	80115	50.06	
		Vendor Subtotal:			50.06	
100-7021-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	59.41	
		Vendor Subtotal:			59.41	
100-7021-5100-00	STEVEN GUTIERREZ	Parking Enforcement Hearings	09/15/2026	80253	900.00	000004374
		Vendor Subtotal:			900.00	
100-7021-5100-00	LA CO REGISTRAR RECCORDER	Recorded Doc Fees - Jun '26 Tow Yarc	06/30/2026	80128	52.00	
		Vendor Subtotal:			52.00	
100-7021-5100-01	DEPT OF THE CA HIGHWAY PATI	Traffic Enforcement - Jul '26	09/15/2026	80243	81,118.99	000004220
		Vendor Subtotal:			81,118.99	
100-7021-5106-00	LA CO ANIMAL CARE & CONTR	Animal Control - Jul '26	09/11/2026	80224	6,684.62	000004307
		Vendor Subtotal:			6,684.62	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Lost Hills - Jul '26	09/11/2026	80225	938,189.86	000004761
			Vendor Subtotal:		938,189.86	
100-7021-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 8/6/26	09/02/2026	80134	71.72	
			Vendor Subtotal:		71.72	
100-7021-5405-00	EARTH PRINT INC	EOC Posters	09/02/2026	80144	728.74	000004679
			Vendor Subtotal:		728.74	
100-7021-6120-00	COUNTY OF LOS ANGELES LA-R	Radio Subscription - Aug '26	09/15/2026	80259	960.00	000004646
			Vendor Subtotal:		960.00	
100-7021-6160-00	LIBERTY PRINTING & EMBROID	VOP Uniform Polos	09/10/2026	80179	700.00	
			Vendor Subtotal:		700.00	
100-7021-6160-00	WENDY VAN WESSEL	Reimb - CERT Snacks 2/21/26	06/30/2026	80133	67.73	
			Vendor Subtotal:		67.73	
100-7054-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	36.60	
			Vendor Subtotal:		36.60	
100-7054-5100-00	HINDERLITER DE LLAMAS & AS	Sales Tax Svcs - Q1/2026 (Jul-Sep'26)	09/15/2026	80254	2,960.87	000003107
			Vendor Subtotal:		2,960.87	
100-7054-5100-00	HDL COREN & CONE	FY 25/26 Property Tax Audit Svcs	09/15/2026	80255	9,003.95	000004704
			Vendor Subtotal:		9,003.95	
100-7054-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Finance	09/02/2026	80163	26.70	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			26.70	
100-7058-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	20.64	
		Vendor Subtotal:			20.64	
100-7058-5107-00	APPLEONE	Temp Staff - S. Butler 8/22/26	09/10/2026	80168	1,444.44	
		Vendor Subtotal:			1,444.44	
100-7058-5320-00	RANDY ALLEN COLLINS	Reimb - Travel	09/02/2026	80143	500.00	
		Vendor Subtotal:			500.00	
100-7058-5320-00	MAERLY LLC	Background Check (1)	09/10/2026	80180	875.00	
		Vendor Subtotal:			875.00	
100-7058-5320-00	MUNICIPAL RESOURCE GROUP	HR Support Svcs - Jul '26	09/11/2026	80233	10,000.00	000004158
		Vendor Subtotal:			10,000.00	
100-7058-5340-00	ALICIA FREEMAN	Reimb - CalPers Conf. Mileage 8/16-8	09/02/2026	80147	82.53	
		Vendor Subtotal:			82.53	
100-7058-5340-00	CHRISTY RECTOR	Reimb - CalPers Conf. Mileage 8/16-8	09/02/2026	80157	82.53	
		Vendor Subtotal:			82.53	
100-7058-5340-00	DENISE ROMO	Reimb - CalPers Conf. Mileage 8/16-8	09/02/2026	80158	82.53	
		Vendor Subtotal:			82.53	
100-7059-4201-00	CalPERS Retirement	PR 27.08.2026 PEPRA ER Contributi	09/02/2026	0	0.01	
100-7059-4201-00	CalPERS Retirement	PR 10.09.2026 PEPRA ER Contributi	09/10/2026	0	0.02	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			0.03	
100-7059-4205-00	STANDARD INSURANCE COMPA	PR 27.08.2026 Life Insur-Rounding	09/02/2026	80117	-0.06	
		Vendor Subtotal:			-0.06	
100-7059-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD-Rounding	09/02/2026	80117	0.05	
		Vendor Subtotal:			0.05	
100-7059-4212-00	CalPERS Health	PR 27.08.2026 Health Insur-ER Share	09/02/2026	0	39,262.79	
		Vendor Subtotal:			39,262.79	
100-7059-5210-00	CalPERS Health	PR 27.08.2026 Health Insur-Admin Fe	09/02/2026	0	154.55	
100-7059-5210-00	CalPERS Health	PR 27.08.2026 Health Insur-Admin Fe	09/02/2026	0	36.10	
		Vendor Subtotal:			190.65	
100-7059-5510-00	CALIFORNIA JPIA	FY 26/27 Pollution Liability Insurance	09/15/2026	80244	5,543.00	
		Vendor Subtotal:			5,543.00	
100-7059-5640-00	EXCEL OFFICE SERVICES	Copier Maint 7/17 - 8/16/26	09/11/2026	80219	1,006.63	
		Vendor Subtotal:			1,006.63	
100-7059-5640-00	XEROX CORPORATION	CDD - Xerox Meter Read C8230H2 7/	09/15/2026	80265	68.32	
		Vendor Subtotal:			68.32	
100-7059-5721-00	FRONTIER CALIFORNIA INC	Bluffs Park Wifi 8/17 - 9/16/26	09/11/2026	80220	159.60	
		Vendor Subtotal:			159.60	
100-7059-5721-00	T-MOBILE USA INC	Phone/Tablets 7/21 - 8/20/26	09/15/2026	80262	757.42	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			757.42	
100-7059-5800-00	US BANK NATIONAL ASSOCIATI	Toshiba Leases 8/15 - 9/15/26	09/15/2026	80263	3,777.33	
		Vendor Subtotal:			3,777.33	
100-7059-6160-00	EARTH PRINT INC	Business Cards - City Staff	09/02/2026	80144	544.36	000004679
		Vendor Subtotal:			544.36	
100-7059-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Non Departmental	09/02/2026	80163	47.52	
		Vendor Subtotal:			47.52	
		Subtotal for Section 1: 100			1,863,979.15	
101-0000-3203-00	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	1,518.00	
		Vendor Subtotal:			1,518.00	
101-0000-3205-00	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	1,229.00	
		Vendor Subtotal:			1,229.00	
101-0000-3207-00	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	1,153.50	
		Vendor Subtotal:			1,153.50	
101-0000-3208-00	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	725.50	
		Vendor Subtotal:			725.50	
101-0000-3409-00	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	32.00	
		Vendor Subtotal:			32.00	
101-0000-3410-01	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	94.50	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			94.50	
101-0000-3411-00	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	1,039.50	
		Vendor Subtotal:			1,039.50	
101-0000-3414-00	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	732.00	
		Vendor Subtotal:			732.00	
101-0000-3421-00	3338 MALIBU LLC	Ref - SPR Height Unecessary CDP 25·	09/02/2026	80135	3,499.00	
		Vendor Subtotal:			3,499.00	
101-0000-3421-00	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	349.00	
		Vendor Subtotal:			349.00	
101-0000-3421-00	LISA JOHNSON	WF Fee Waiver - 6773 Portshead Rd	09/10/2026	80176	177.00	
		Vendor Subtotal:			177.00	
101-0000-3425-00	CA BUILDING STANDARDS COM	Building Standards Admin Fee - Q2 2(	06/30/2026	80123	2,875.50	
		Vendor Subtotal:			2,875.50	
101-0000-3427-00	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	323.83	
		Vendor Subtotal:			323.83	
101-0000-3435-00	TERRY HALE	WF Fee Waiver - 6773 Portshead Roac	09/10/2026	80174	240.25	
		Vendor Subtotal:			240.25	
101-2001-4202-00	CalPERS Health	PR 27.08.2026 Health Insur-Faggins-S	09/02/2026	0	1,431.81	
101-2001-4202-00	CalPERS Health	PR 27.08.2026 Health Insur-Grogan-S	09/02/2026	0	1,975.38	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			3,407.19	
101-2001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Faggins-S	09/02/2026	80114	17.72	
		Vendor Subtotal:			17.72	
101-2001-4204-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Faggins-S	09/02/2026	80115	107.11	
		Vendor Subtotal:			107.11	
101-2001-4205-00	STANDARD INSURANCE COMPA	PR 27.08.2026 Life Insur-Faggins-Sep	09/02/2026	80117	12.21	
101-2001-4205-00	STANDARD INSURANCE COMPA	PR 27.08.2026 Additional Life Insur-F	09/02/2026	80118	12.35	
		Vendor Subtotal:			24.56	
101-2001-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	188.52	
		Vendor Subtotal:			188.52	
101-2001-4213-00	HEALTH AND HUMAN RESOURC	PR 27.08.2026 Employee Assistance-F	09/02/2026	80112	1.39	
		Vendor Subtotal:			1.39	
101-2001-5100-00	CASSWELL CONSULTING INC	Contract Planning - Aug '26	09/15/2026	80245	14,916.00	000004361
101-2001-5100-00	CASSWELL CONSULTING INC	Contract Planning - Jul '26	09/15/2026	80245	11,782.50	000004361
		Vendor Subtotal:			26,698.50	
101-2001-5100-00	CSG CONSULTANTS INC	Contract Planning - Jul '26	09/11/2026	80217	9,388.75	000004418
		Vendor Subtotal:			9,388.75	
101-2001-5100-00	INFINITY TECHNOLOGIES	GIS Svcs - Jul '26	09/11/2026	80223	2,195.00	000004377
		Vendor Subtotal:			2,195.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 33650 Pacific Coast Hv	09/02/2026	80150	25.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 31656 Sea Level Dr - C	09/02/2026	80151	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 21844 Pacific Coast Hv	09/02/2026	80152	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 23826 Malibu Rd - CD	09/02/2026	80153	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 28465 Via Acero St - A	09/10/2026	80177	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 3644 Serra Rd - APR 2	09/10/2026	80178	25.00	
		Vendor Subtotal:			150.00	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Application TUP 26-00	09/02/2026	80134	268.00	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 7/23/26	09/02/2026	80134	271.37	
101-2001-5401-00	13 STARS MEDIA	Legal Notice - Public Hearing 8/13/26	09/02/2026	80134	336.44	
		Vendor Subtotal:			875.81	
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	09/10/2026	80170	275.97	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	09/10/2026	80170	2,564.17	000004679
		Vendor Subtotal:			2,840.14	
101-2001-6160-00	ARC DOCUMENT SOLUTIONS LI	Nameplates	09/10/2026	80169	123.59	
		Vendor Subtotal:			123.59	
101-2004-4203-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Medrano-I	09/02/2026	80114	38.72	
		Vendor Subtotal:			38.72	
101-2004-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	75.87	
		Vendor Subtotal:			75.87	
101-2004-5100-00	4LEAF INC	Building Planning Check Svcs - Nov '2	06/30/2026	80120	15,680.00	000004715
101-2004-5100-00	4LEAF INC	Building Planning Check Svcs 9/29 &	06/30/2026	80120	1,600.00	000004715
		Vendor Subtotal:			17,280.00	
101-2004-5100-00	TRUE NORTH COMPLIANCE SEF	Plan Check - Jul '26	09/11/2026	80240	42,801.59	000004319
		Vendor Subtotal:			42,801.59	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Reissue Ck 80111 - Bldg Permit Tech	09/02/2026	80166	27,450.00	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Reissue Ck 80111 - Plan Check - Jul '2	09/02/2026	80166	7,371.30	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Reissue Ck 80111 - Onsite Plans Exam	09/02/2026	80166	20,637.50	000004398
101-2004-5100-00	BUREAU VERITAS NORTH AMEI	Reissue Ck 80111 - Bldg Inspector - Ju	09/02/2026	80166	3,315.00	000004398
		Vendor Subtotal:			58,773.80	
101-2004-6400-00	RYAN CERNY	Reimb - Inspector Hats City Logo	09/02/2026	80141	289.04	
		Vendor Subtotal:			289.04	
101-2010-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	5.92	
		Vendor Subtotal:			5.92	
101-2010-5100-00	TETRA TECH INC	22959 Hakim Motel 8/1 - 11/30/25	06/30/2026	80131	40.00	
		Vendor Subtotal:			40.00	
101-2012-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	36.22	
		Vendor Subtotal:			36.22	
101-3003-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	17.21	
		Vendor Subtotal:			17.21	
		Subtotal for Section 1: 101			179,365.23	
102-3002-5100-02	CASSWELL CONSULTING INC	WF Contract Planning - Jul '26	09/15/2026	80245	891.00	000004361
102-3002-5100-02	CASSWELL CONSULTING INC	WF Contract Planning - Aug '26	09/15/2026	80245	643.50	000004361
		Vendor Subtotal:			1,534.50	
102-3002-5100-03	TRUE NORTH COMPLIANCE SEI	WF Plan Check - Jul '26	09/11/2026	80240	5,939.31	000004319
		Vendor Subtotal:			5,939.31	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
102-3002-5100-04	LEMOINE SERVICES HOLDINGS	Task 3: WF FEMA PA - Jul '26	09/15/2026	80247	16,301.25	000004689
		Vendor Subtotal:			16,301.25	
102-3102-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	5.64	
		Vendor Subtotal:			5.64	
102-3102-5100-00	BEST BEST & KRIEGER LLP	Fire Disaster Response - Jun '26	06/30/2026	80121	2,356.20	000004588
		Vendor Subtotal:			2,356.20	
102-3102-5100-02	4LEAF INC	Palisades Fire Planning Svcs - Sep '25	06/30/2026	80120	8,960.00	000004521
		Vendor Subtotal:			8,960.00	
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning Svcs Load Shift - Dec '25	06/30/2026	80126	1,365.00	000004729
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning Svcs Load Shift 11/1 - 11,	06/30/2026	80126	135.00	000004511
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning Svcs Load Shift 11/24 - 1	06/30/2026	80126	390.00	000004729
		Vendor Subtotal:			1,890.00	
102-3102-5100-02	MICHAEL BAKER INTERNATION	PF Contract Planning 11/24 - 11/30/25	09/11/2026	80232	3,240.00	000004707
		Vendor Subtotal:			3,240.00	
102-3102-5100-03	4LEAF INC	PF Geotech Reviews - Nov '25	06/30/2026	80120	107,478.43	000004740
102-3102-5100-03	4LEAF INC	PF Geotech Reviews - Oct '25	06/30/2026	80120	30,165.19	000004740
		Vendor Subtotal:			137,643.62	
102-3102-5100-03	FOX ONSITE SOLUTIONS INC	PF Recovery Effort EH Reviews - Jul '	09/15/2026	80250	22,690.00	000004691
		Vendor Subtotal:			22,690.00	
102-3102-5100-03	NV5 INC	PF Coastal Review - May '26	06/30/2026	80129	5,000.00	000004751
102-3102-5100-03	NV5 INC	PF Coastal Review - May '26	06/30/2026	80129	5,000.00	000004751
102-3102-5100-03	NV5 INC	PF Rebuild Svcs - Jun '26	06/30/2026	80129	500.00	000004751

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
102-3102-5100-03	NV5 INC	PF Rebuild Svcs - May '26	06/30/2026	80129	600.00	000004751
102-3102-5100-03	NV5 INC	PF Rebuild Svcs - May '26	06/30/2026	80129	10,227.50	000004751
102-3102-5100-03	NV5 INC	PF Rebuild Svcs - Jun '26	06/30/2026	80129	9,745.00	000004751
102-3102-5100-03	NV5 INC	PF Rebuild Svcs - Apr '26	06/30/2026	80129	12,695.00	000004751
			Vendor Subtotal:		43,767.50	
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Onsite Permit Tech - Mar '26	06/30/2026	80132	1,080.00	000004721
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Onsite Plan Review Engr - Apr '26	06/30/2026	80132	1,690.00	000004721
			Vendor Subtotal:		2,770.00	
102-3102-5100-04	LEMOINE SERVICES HOLDINGS	Task 5: PF HMGP Code Enf - Jul '26	09/15/2026	80247	3,266.25	000004689
102-3102-5100-04	LEMOINE SERVICES HOLDINGS	Task 1: PF Support Svcs - Jul '26	09/15/2026	80247	485.00	000004689
			Vendor Subtotal:		3,751.25	
102-3102-5640-00	XEROX CORPORATION	Rebuild Ctr - Xerox Meter Read C825	09/15/2026	80265	127.46	
			Vendor Subtotal:		127.46	
102-3102-5710-00	WAVE ENTERPRISES INC	Rebuild Ctr Rent - Oct '26	09/11/2026	80241	15,711.98	000004447
			Vendor Subtotal:		15,711.98	
102-9227-5100-00	NATIONAL CONSTRUCTION REI	Las Flores Temp Fence 8/3 - 8/25/26	09/10/2026	80200	42.58	
102-9227-5100-00	NATIONAL CONSTRUCTION REI	Las Flores Temp Fence 7/29 - 8/25/26	09/10/2026	80200	598.70	
102-9227-5100-00	NATIONAL CONSTRUCTION REI	Las Flores Temp Fence 7/1 - 7/28/26	09/10/2026	80200	598.70	
			Vendor Subtotal:		1,239.98	
			Subtotal for Section 1: 102		267,928.69	
103-9050-4202-00	CalPERS Health	PR 27.08.2026 Health Insur-Olmstead	09/02/2026	0	-3,708.22	
			Vendor Subtotal:		-3,708.22	
103-9050-4203-00	BLUE SHIELD OF CALIFORNIA	PR 27.08.2026 Vision Care-Olmstead-	09/02/2026	80114	-28.53	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			-28.53	
103-9050-4204-00	DELTA DENTAL OF CALIFORNIA	PR 27.08.2026 Dental Insur-Olmstead	09/02/2026	80115	-157.75	
		Vendor Subtotal:			-157.75	
103-9050-4205-00	STANDARD INSURANCE COMPA	PR 27.08.2026 Additional Life Insur-(	09/02/2026	80118	-26.23	
		Vendor Subtotal:			-26.23	
103-9050-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	43.31	
		Vendor Subtotal:			43.31	
103-9050-5100-00	ENHANCED LANDSCAPE MANA	City Hall Landscape Maint - Aug '26	09/10/2026	80192	1,127.65	000004317
		Vendor Subtotal:			1,127.65	
103-9050-5610-00	ENHANCED LANDSCAPE MANA	City Hall - Irrigation Repairs	09/10/2026	80192	79.32	
		Vendor Subtotal:			79.32	
103-9050-5610-00	RICHARD FETTINGER	Council Chamber - Furniture Build/Re	09/10/2026	80171	1,330.00	
		Vendor Subtotal:			1,330.00	
103-9050-5610-00	HD SUPPLY INC	City Hall - Paper Towel Dispenser	09/10/2026	80175	151.40	
		Vendor Subtotal:			151.40	
103-9050-5610-00	MOSSER PLUMBING & HEATINC	City Hall - Restroom Repair	09/10/2026	80181	312.50	
103-9050-5610-00	MOSSER PLUMBING & HEATINC	City Hall - Kitchen Drain Repair	09/10/2026	80181	220.00	
		Vendor Subtotal:			532.50	
103-9050-6160-00	HD SUPPLY INC	City Hall - Janitorial Supplies	09/10/2026	80175	671.48	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			671.48	
103-9050-7300-00	GOVCONNECTION INC	Logitech Video Equipment for Confer	09/15/2026	80252	6,231.61	000004735
103-9050-7300-00	GOVCONNECTION INC	Logitech Video Equipment for Confer	09/15/2026	80252	762.22	000004735
		Vendor Subtotal:			6,993.83	
		Subtotal for Section 1: 103			7,008.76	
105-0000-1015-00	US BANK N.A.	COP 2018A - Acct#239203003 Princi	09/15/2026	80264	240,000.00	
105-0000-1015-00	US BANK N.A.	COP 2018A - Acct#239203003 COH -	09/15/2026	80264	-22,320.73	
105-0000-1015-00	US BANK N.A.	COP 2018A - Acct#239203003 Interes	09/15/2026	80264	490,937.50	
		Vendor Subtotal:			708,616.77	
		Subtotal for Section 1: 105			708,616.77	
203-3009-5145-00	RTW MANAGEMENT	Dial-A-Ride - Jul '26	09/02/2026	80159	46,921.00	000004433
		Vendor Subtotal:			46,921.00	
		Subtotal for Section 1: 203			46,921.00	
207-3004-6160-00	ANDY GUMP INC	Enviro Event Toilet Rental 8/14 - 8/17	09/11/2026	80213	114.98	
		Vendor Subtotal:			114.98	
		Subtotal for Section 1: 207			114.98	
211-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Brulte - Jul '26	09/11/2026	80225	25,712.45	000004761
		Vendor Subtotal:			25,712.45	
		Subtotal for Section 1: 211			25,712.45	
219-7041-5100-00	GMZ ENGINEERING INC	Speed Safety Proj - Jul '26	09/11/2026	80221	379,446.27	000004076

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			379,446.27	
219-7041-5722-00	SOUTHERN CALIFORNIA EDISO	Speed Camera Electrical 30050.5 PCH	09/11/2026	80239	912.71	
219-7041-5722-00	SOUTHERN CALIFORNIA EDISO	Speed Camera Electrical 33088.5 PCH	09/11/2026	80239	6,853.63	
219-7041-5722-00	SOUTHERN CALIFORNIA EDISO	Speed Camera Electrical 32900.5 PCH	09/11/2026	80239	7,153.06	
		Vendor Subtotal:			14,919.40	
		Subtotal for Section 1: 219			394,365.67	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	20121 1/2 Rockport Way Big Rock 6/1	09/02/2026	80160	91.34	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	20790 1/2 Big Rock Asmt Cool Oak 7/	09/02/2026	80160	48.89	
		Vendor Subtotal:			140.23	
		Subtotal for Section 1: 290			140.23	
310-9066-5100-00	GMZ ENGINEERING INC	PCH Signal Synch Proj - Jul '26	09/11/2026	80221	218,956.85	000004076
		Vendor Subtotal:			218,956.85	
310-9066-5100-00	KIMLEY-HORN AND ASSOC INC	PCH Signal Sync - Jun '26	06/30/2026	80127	4,934.75	000003068
		Vendor Subtotal:			4,934.75	
310-9090-5100-00	SOUTHERN CALIFORNIA EDISO	24250 1/2 PCH Skatepark 7/2 - 8/2/26	09/10/2026	80182	24.72	
		Vendor Subtotal:			24.72	
310-9110-5100-00	KIMLEY-HORN AND ASSOC INC	Task 16: Encinal Cyn Storm Drain - Tl	06/30/2026	80127	4,250.00	000004356
		Vendor Subtotal:			4,250.00	
		Subtotal for Section 1: 310			228,166.32	
500-7008-5100-00	ENHANCED LANDSCAPE MANA	Legacy Park Landscape Maint/Liners -	09/10/2026	80192	17,736.36	000004317

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			17,736.36	
500-7008-5130-00	ENHANCED LANDSCAPE MANA	Legacy - Irrigation Repairs	09/10/2026	80192	170.34	
500-7008-5130-00	ENHANCED LANDSCAPE MANA	Legacy - Maint	09/10/2026	80192	3,518.80	
		Vendor Subtotal:			3,689.14	
		Subtotal for Section 1: 500			21,425.50	
515-3010-5721-00	BADGER METER INC	Meter Monitoring - Jul '26	09/11/2026	80214	40.42	
		Vendor Subtotal:			40.42	
515-3010-5721-00	FRONTIER CALIFORNIA INC	Phone - CCWTF 8/4 - 9/3/26	09/10/2026	80172	209.43	
515-3010-5721-00	FRONTIER CALIFORNIA INC	Phone - CCWTF 8/8 - 9/7/26	09/10/2026	80172	491.74	
		Vendor Subtotal:			701.17	
515-3010-5725-00	GI INDUSTRIES	Garbage - CCWTF - Aug '26 Acct#19	09/10/2026	80173	243.23	
		Vendor Subtotal:			243.23	
		Subtotal for Section 1: 515			984.82	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F38	09/15/2026	80260	595.86	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F32	09/15/2026	80260	689.95	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F22	09/15/2026	80260	564.00	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F16	09/15/2026	80260	951.11	
601-3005-6330-00	MALIBU AUTO CARE SPECIALIS	Fleet Maint - F33	09/15/2026	80260	669.99	
		Vendor Subtotal:			3,470.91	
		Subtotal for Section 1: 601			3,470.91	
602-7060-4209-00	STANDARD INSURANCE COMPA	PR 27.08.2026 STD/LTD	09/02/2026	80117	36.67	

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			36.57	
602-7060-5100-00	SDI PRESENCE LLC	IT Strategic Svcs - Jan '26	06/30/2026	80130	5,272.50	000003318
602-7060-5100-00	SDI PRESENCE LLC	IT Strategic Svcs - Feb '26	06/30/2026	80130	9,065.00	000003318
602-7060-5100-00	SDI PRESENCE LLC	IT Strategic Svcs - Mar '26	06/30/2026	80130	9,897.50	000003318
602-7060-5100-00	SDI PRESENCE LLC	IT Strategic Svcs - May '26	06/30/2026	80130	18,685.00	000003318
602-7060-5100-00	SDI PRESENCE LLC	IT Strategic Svcs - Jun '26	06/30/2026	80130	15,077.50	000003318
		Vendor Subtotal:			57,997.50	
602-7060-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - G. Jaramillo 8/21/26	09/10/2026	80167	2,224.80	
		Vendor Subtotal:			2,224.80	
602-7060-5721-00	FRONTIER CALIFORNIA INC	Media Broadcast 8/14 - 9/13/26	09/11/2026	80220	1,000.00	
602-7060-5721-00	FRONTIER CALIFORNIA INC	Fiber Optic Svcs 8/15 - 9/14/26	09/11/2026	80220	810.00	
		Vendor Subtotal:			1,810.00	
602-7060-6120-00	GOVCONNECTION INC	Software for New Equip in Westward I	06/30/2026	80125	394.72	
		Vendor Subtotal:			394.72	
			Subtotal for Section 1: 602		62,463.69	
710-0000-2270-04	DEBORAH LYNN WEISS AND AL	Final Grading Bond Release - 2930 Sv	09/15/2026	80248	34,062.00	
		Vendor Subtotal:			34,062.00	
710-0000-2270-12	SARAH CHING	Ref - CHING, SARAH Security Depo	09/10/2026	80188	250.00	
		Vendor Subtotal:			250.00	
710-0000-2270-12	JESSICA DECARLOS	Ref - DECARLOS, JESSICA Security	09/10/2026	80191	250.00	
		Vendor Subtotal:			250.00	

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
710-0000-2270-12	OBED ORTIZ	Ref - ORTIZ, OBED Security Deposit	09/10/2026	80201	250.00	
		Vendor Subtotal:			250.00	
710-0000-2270-35	TETRA TECH INC	29170 Heathercliff Rd 8/1 - 11/30/25	06/30/2026	80131	200.00	000003524
710-0000-2270-35	TETRA TECH INC	6464 Ramirez Mesa Rd 8/1 - 11/30/25	06/30/2026	80131	2,030.00	000003524
		Vendor Subtotal:			2,230.00	
710-0000-2270-44	ANN BUXIE	MLSS - Caffeinated Verse 9/12/26	09/02/2026	80138	2,250.00	
		Vendor Subtotal:			2,250.00	
710-0000-2270-44	MATTHEW THIE	MLSS - Poetry Writing Studio 9/19/26	09/10/2026	80206	2,250.00	
		Vendor Subtotal:			2,250.00	
710-0000-2270-54	LA CO REGISTRAR RECCORDER	Recorded Doc Fees - Jun '26	06/30/2026	80128	304.00	
710-0000-2270-54	LA CO REGISTRAR RECCORDER	Recorded Doc Fees - Jul '26	09/15/2026	80258	101.00	
		Vendor Subtotal:			405.00	
		Subtotal for Section 1: 710			41,947.00	
900-0000-2022-00	CalPERS Health	PR Batch 70027.08.2026 Health Insur	09/02/2026	0	192,350.66	
		Vendor Subtotal:			192,350.66	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70013.08.2026 Health EE D	09/02/2026	80113	390.18	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70013.08.2026 Health EE D	09/02/2026	80113	28.26	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70027.08.2026 Health EE D	09/02/2026	80113	390.18	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70027.08.2026 Health EE D	09/02/2026	80113	28.26	
		Vendor Subtotal:			836.88	
900-0000-2023-00	BLUE SHIELD OF CALIFORNIA	PR Batch 70027.08.2026 Vision Care	09/02/2026	80114	1,593.04	
		Vendor Subtotal:			1,593.04	

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
900-0000-2024-00	DELTA DENTAL OF CALIFORNIA	PR Batch 70027.08.2026 Dental Insur	09/02/2026	80115	8,887.60	
		Vendor Subtotal:			8,887.60	
900-0000-2025-00	STANDARD INSURANCE COMPA	PR Batch 70027.08.2026 Life Insuranc	09/02/2026	80117	1,221.31	
		Vendor Subtotal:			1,221.31	
900-0000-2025-01	STANDARD INSURANCE COMPA	PR Batch 70027.08.2026 Additional L	09/02/2026	80118	365.16	
		Vendor Subtotal:			365.16	
900-0000-2026-00	STANDARD INSURANCE COMPA	PR Batch 70013.08.2026 STD/LTD	09/02/2026	80117	4,468.55	
900-0000-2026-00	STANDARD INSURANCE COMPA	PR Batch 70027.08.2026 STD/LTD	09/02/2026	80117	4,510.96	
		Vendor Subtotal:			8,979.51	
900-0000-2027-00	HEALTH AND HUMAN RESOUR(	PR Batch 70027.08.2026 Employee A:	09/02/2026	80112	164.02	
		Vendor Subtotal:			164.02	
900-0000-2040-00	CalPERS Retirement	PR Batch 70027.08.2026 PERS EESha	09/02/2026	0	11,895.26	
900-0000-2040-00	CalPERS Retirement	PR Batch 70010.09.2026 PERS EESha	09/10/2026	0	11,909.65	
		Vendor Subtotal:			23,804.91	
900-0000-2040-01	CalPERS Retirement	PR Batch 70027.08.2026 PEPRA CC I	09/02/2026	0	46.61	
900-0000-2040-01	CalPERS Retirement	PR Batch 70027.08.2026 PEPRA ER (	09/02/2026	0	24,610.07	
900-0000-2040-01	CalPERS Retirement	PR Batch 70027.08.2026 PERS ERSha	09/02/2026	0	22,702.89	
900-0000-2040-01	CalPERS Retirement	PR Batch 70010.09.2026 PERS ERSha	09/10/2026	0	22,730.38	
900-0000-2040-01	CalPERS Retirement	PR Batch 70010.09.2026 PEPRA ER (	09/10/2026	0	24,033.54	
900-0000-2040-01	CalPERS Retirement	PR 10.09.2026 PEPRA ER Contributic	09/10/2026	0	-730.76	
		Vendor Subtotal:			93,392.73	
900-0000-2040-02	CalPERS Retirement	PR Batch 70027.08.2026 PEPRA CC I	09/02/2026	0	46.67	
900-0000-2040-02	CalPERS Retirement	PR Batch 70027.08.2026 PEPRA EE (	09/02/2026	0	24,639.96	
900-0000-2040-02	CalPERS Retirement	PR Batch 70010.09.2026 PEPRA EE (	09/10/2026	0	24,062.71	
900-0000-2040-02	CalPERS Retirement	PR 10.09.2026 PEPRA EE Contributic	09/10/2026	0	-731.65	

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			48,017.69	
900-0000-2041-00	US BANK	PR Batch 70027.08.2026 PARS - EE S	09/02/2026	80119	1,026.88	
900-0000-2041-00	US BANK	PR Batch 70027.08.2026 PARS - ER S	09/02/2026	80119	215.32	
900-0000-2041-00	US BANK	PR Batch 70010.09.2026 PARS - EE S	09/10/2026	80212	739.60	
900-0000-2041-00	US BANK	PR Batch 70010.09.2026 PARS - ER S	09/10/2026	80212	155.10	
		Vendor Subtotal:			2,136.90	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70027.08.2026 Roth-457 Re	09/02/2026	0	1,298.26	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70027.08.2026 457 Retirem	09/02/2026	0	3,850.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70027.08.2026 457 Retirem	09/02/2026	0	15,191.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70027.08.2026 Roth-457 Re	09/02/2026	0	2,238.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70027.08.2026 457 Retirem	09/02/2026	0	4,712.02	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70010.09.2026 457 Retirem	09/10/2026	0	4,532.85	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70010.09.2026 457 Retirem	09/10/2026	0	15,191.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70010.09.2026 Roth-457 Re	09/10/2026	0	1,001.21	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70010.09.2026 Roth-457 Re	09/10/2026	0	2,288.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70010.09.2026 457 Retirem	09/10/2026	0	3,850.00	
		Vendor Subtotal:			54,152.34	
900-0000-2042-01	EMPOWER RETIREMENT LLC	PR Batch 70027.08.2026 457 Loan Pr	09/02/2026	0	1,242.03	
900-0000-2042-01	EMPOWER RETIREMENT LLC	PR Batch 70010.09.2026 457 Loan Pr	09/10/2026	0	1,242.03	
		Vendor Subtotal:			2,484.06	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70027.08.2026 401 Retirem	09/02/2026	0	736.13	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70027.08.2026 401 Retirem	09/02/2026	0	625.00	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70010.09.2026 401 Retirem	09/10/2026	0	736.13	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70010.09.2026 401 Retirem	09/10/2026	0	625.00	
		Vendor Subtotal:			2,722.26	
900-0000-2050-00	Federal Taxes from PR	PR Batch 70027.08.2026 Federal Inco	09/02/2026	0	66,651.48	
900-0000-2050-00	Federal Taxes from PR	PR Batch 70010.09.2026 Federal Inco	09/10/2026	0	64,294.91	
		Vendor Subtotal:			130,946.39	

Docusign Envelope ID: 113404EF-5FA3-8582-81B9-BA950346A6BB

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
900-0000-2051-00	State of California PR Taxes	PR Batch 70027.08.2026 State Income	09/02/2026	0	27,542.65	
900-0000-2051-00	State of California PR Taxes	PR Batch 70010.09.2026 State Income	09/10/2026	0	26,852.83	
		Vendor Subtotal:			54,395.48	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70027.08.2026 Medicare ER	09/02/2026	0	7,456.81	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70027.08.2026 Medicare EE	09/02/2026	0	7,482.35	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70010.09.2026 Medicare ER	09/10/2026	0	7,248.65	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70010.09.2026 Medicare EE	09/10/2026	0	7,364.25	
		Vendor Subtotal:			29,552.06	
900-0000-2065-00	STATE OF CALIFORNIA FRANCH	PR Batch 70027.08.2026 Earnings Wit	09/02/2026	80116	150.00	
900-0000-2065-00	STATE OF CALIFORNIA FRANCH	PR Batch 70010.09.2026 Earnings Wit	09/10/2026	80211	150.00	
		Vendor Subtotal:			300.00	
		Subtotal for Section 1: 900			656,303.00	
		Report Total:			4,508,914.17	

Report Total:	4,508,914.17
Less: Clearing House Electronic AP Proof List 00001.09.2026:	(216,500.75)
Less: Clearing House Electronic AP Proof List 00004.08.2026:	(455,605.17)
Total Transactions By Account:	3,836,808.25

City Council Meeting
09-28-26
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 8, 2026 Meeting date: September 28, 2026

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for the March 18, 2026 Special Meeting, the March 23, 2026 Regular Meeting, the April 13, 2026 Regular Meeting, the April 15, 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 March 18, 2026 Special Meeting, the March 23, 2026 Regular Meeting, the April 13, 2026 Regular Meeting, the April 15, 2026 Special Meeting.

ATTACHMENTS:

1. March 18, 2026, Special Meeting
2. March 23, 2026, Regular Meeting
3. April 13, 2026, Regular Meeting
4. April 15, 2026, Special Meeting.

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

MEETING CALL TO ORDER

Mayor Silverstein called the meeting to order at 2:01 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 Haylynn Conrad, Marianne Riggins and Doug Stewart.

ALSO PRESENT: Trevor Rusin, Interim City Attorney; Joseph Irvin, City Manager; Rob DuBoux, Interim Assistant City Manager; Kelsey Pettijohn, City Clerk; Yolanda Bundy, Community Development Director; Susan Dueñas, Public Safety Director; Tatiana Holden, Interim Public Works Director; Parker Davis, Media Technician; Christina Muñoz, Deputy City Clerk; Courtney Brown, Senior Planner; Chris Dean, Contract Geologist; Lauren Doyel, Contract Geotechnical Engineer; Tyler Eaton, Assistant Community Development Director; Richard Greenbauer, Contract Planner; Nadia Fahoum, Associate Engineer; and Travis Hart, Interim Assistant Public Works Director.

REPORT ON POSTING OF AGENDA

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

APPROVAL OF AGENDA

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

ITEM 5 ORDINANCES AND PUBLIC HEARINGS

A. Appeal of Planning Commission Resolution No. 24-77 Regarding Coastal Development Permit No. 19-011 (33610 Pacific Coast Highway, APN 4473-021-012, Owner Peaches LLC, DBA, Appellant Matthew Mark)
Recommended Action: Either: 1) Adopt Resolution No. 26-09 denying Appeal (AP) No. 24-11, determining the project is categorically exempt from the California Environmental Quality Act (CEQA), and approving Coastal Development Permit (CDP) No. 19-011 to allow for the construction of a new 3,977.5 square foot, 28 foot high two-story single-family residence with basement, pool, spa, retaining walls, new onsite wastewater treatment system (OWTS), and associated development; including Site Plan Review (SPR) No. 24-022 for construction over 18 feet up to a maximum of 28 feet in height for a pitched roof and Minor

Modification (MM) No. 24-006 to reduce the required front yard setback by 50 percent, for a property located in the Rural Residential, Two-Acre (RR-2) zoning district at 33610 Pacific Coast Highway (PCH) (Peaches 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 Conrad, Riggins, and Stewart, Mayor Pro Tem Uhring, and Mayor Silverstein

Contract Planner Greenbauer and Assistant Community Development Director Eaton presented the staff report.

The Council directed questions to staff.

Mayor Silverstein opened the floor to public comment.

Speakers: Matthew Mark, Charmaine Mark, Justin Block, Nicholas Highacre, Amy Ablakat, Jo Drummond (Patt Healy deferred time to Jo Drummond), Paul Peterson, and Bill Sampson.

The Council directed questions to staff, Mr. Peterson, and Ms. Mark.

Mr. Mark, Ms. Mark, and Mr. Block 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.

MOTION Councilmember Conrad moved, and Councilmember Stewart seconded a motion to adopt Resolution No. 26-09 denying Appeal (AP) No. 24-11, determining the project is categorically exempt from the California Environmental Quality Act (CEQA), and approving Coastal Development Permit (CDP) No. 19-011 to allow for the construction of a new 3,977.5 square foot, 28 foot high two-story single-family residence with basement, pool, spa, retaining walls, new onsite wastewater treatment system (OWTS), and associated development; including Site Plan Review (SPR) No. 24-022 for construction over 18 feet up to a maximum of 28 feet in height for a pitched roof and Minor Modification (MM) No. 24-006 to reduce the required front yard setback by 50 percent, for a property located in the Rural Residential, Two-Acre (RR-2) zoning district at 33610 Pacific Coast Highway (PCH) (Peaches LLC).

The Council discussed the item and directed questions to staff.

The question was called, and the motion carried 4-1, Mayor Pro Tem Uhring opposed.

RECESS At 4:16 p.m., Mayor Silverstein recessed the meeting. The meeting resumed at 4:34 p.m. with all Councilmembers present.

B. Appeal of Planning Commission Resolution No. 25-78 Regarding Coastal Development Permit No. 25-041 – An application for temporary improvements within the Pacific Coast Highway public right-of-way between Broad Beach Road and La Piedra Beach Road, including lane reductions, signage, and the intersection of two roundabouts within safety lighting at the intersection of El Matador Beach Road and Encinal Canyon Road, as recommended in the 2015 Pacific Coast Highway Safety Study conducted by the City in partnership with the California Department of Transportation (Owner: California Department of Transportation; Appellant: Dr. Thomas G. Diamantidis)

Recommended Action: Either: 1) Adopt Resolution No. 26-10 denying Appeal (AP) No. 26-001, determining the pilot project is exempt from the California Environmental Quality Act (CEQA), and approving Coastal Development Permit (CDP) No. 25-041, an application for the temporary improvements within the Pacific Coast Highway (PCH) public right-of-way between Broad Beach Road and La Piedra Beach Road, including lane reductions, signage, and the installation of two roundabouts at the intersection of El Matador Beach Road and Encinal Canyon Road, as recommended in the 2015 Pacific Coast Highway Safety Study conducted by the City in partnership with the California Department of Transportation (Caltrans) (City of Malibu Public Works Department and Caltrans); or 2) Direct staff to return with a resolution consistent with the City Council's decision.

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

Senior Planner Brown and Assistant Community Development Director Eaton presented the staff report.

Mayor Silverstein opened the floor to public comment.

Speakers: Kristina Kropp, Associate Engineer Nadia Fahoum, Brian Zein, Arthur Kelly, Lucielle Keller (Dr. Heba Rasllani, Jo Drummond, and Karl Short deferred time to Lucille Keller), Ellen Olivier, Gary Wannaroth, Greg Harris, Kevin Keegan, Michel Shane, Katherine Abrams, Yvonne Gelbman, Scott Dittrich (John Johannessen and Dennis Gelbman deferred time to Scott Dittrich), Charlotte Jone, Bill Sampson (Jan Ravlich and Linda Tatum deferred time to Bill Sampson), Lea Johnson, Calvin, Patt Healy, Ryan, Anne K., Aaron Garcia, Lonnie Gordon, Tom Van Daele, Los Angeles County Sheriff's Department Sergeant James Arens, and Los Angeles County Fire Department Assistant Fire Chief Drew Smith.

Arno Koch was not present at the time of the hearing.

The Council directed questions to staff and Ms. Kropp.

Ms. Kropp and Associate Engineer Fahoum 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.

MOTION Mayor Silverstein moved, and Councilmember Stewart seconded, a motion to direct staff to return with a revised resolution approving the project that: 1) adds a recital stating the proposed temporary improvement are pursuant to the PCH Local Emergency declaration; 2) remove all statements where the temporary pilot project will improve safety along the PCH corridor; and 3) adds a condition stating the City Council will determine whether to direct staff to move forward with the project at a future public meeting.

The Council discussed the item and directed questions to staff.

The question was called, and the motion carried 4-1, Councilmember Riggins opposed.

The Council discussed the project and provided direction to staff regarding issues to address at a future workshop.

ADJOURNMENT

Mayor Silverstein adjourned the meeting at 8:24 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 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 4:01 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)

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

1. City of Malibu v. State of California, et al., Case No. 26STCV05031

2. City of Malibu v. Federal Aviation Administration, et al. (9th Cir. 2024) Case No. 24-2503

REGULAR SESSION CALL TO ORDER

Mayor Silverstein called the meeting to order at 5:48 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; Rob DuBoux, Interim Assistant 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; Parker Davis, Media Technician; Christina Muñoz, Deputy City Clerk; Travis Hart, Deputy Public Works Director; Sarah Flores, Emergency Services Coordinator; Greg Kajszo, Assistant to the City Manager; and Nausicaa Smith, Administrative Assistant.

PLEDGE OF ALLEGIANCE

Candace Bond led the Pledge of Allegiance.

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 that the Council discussed the items on the Closed Session agenda and took no reportable action.

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for the meeting was properly posted on March 12, 2026, with the amended agenda posted on March 20, 2026.

APPROVAL OF AGENDA

MOTION Mayor Pro Tem Uhring moved, and Councilmember Riggins 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, Carla Langley, Anne K., and Christina Kropp.

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.5., 1.B.6., 1.B.7., 1.B.8., and 1.B.11. were pulled by the Council.

MOTION Councilmember Riggins moved, and Mayor Pro Tem Uhring seconded a motion to approve the Consent Calendar, pulling Item Nos. 1.B.5., 1.B.6., 1.B.7., 1.B.8., and 1.B.11. 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 78263-78398 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. 786 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $1,589,587.18. City of Malibu payroll check number 5565-5567 and ACH deposits were issued in the amount of $927,026.02.

3. Approval of Minutes
Recommended Action: Approve the minutes for the August 7, 2025 Special Meeting.

4. Mayors' Monarch Pledge
Recommended Action: 1) Authorize Mayor Silverstein to sign the National Wildlife Federation Mayors' Monarch Pledge, renewing the City's commitment to help save the monarch butterfly; and 2) Direct staff to implement measures to meet the commitments of the Mayors' Monarch Pledge in support of monarch and pollinator conservation.

9. Malibu Coast Animal Hospital Roof Repair Project Change Order
Recommended Action: Authorize an increase of construction change order funding of $15,000 to Felson Group, Inc., for a total aggregate amount of $27,707.40.

10. Professional Services Agreement with Blue Line Solutions
Recommended Action: Continue this item to the April 13, 2026 Regular City Council meeting.

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

5. Amendment No. 4 to Professional Services Agreement with Lance, Soll, & Lunghard, LLP (dba LSL, LLP) for Financial Auditing Services
Recommended Action: Authorize the Mayor to execute Amendment No. 4 to Professional Services Agreement with Lance, Soll, & Lunghard, LLP ("LSL") for Financial Auditing Services.

The Council discussed the item.

MOTION Councilmember Stewart moved, and Councilmember Riggins seconded a motion to authorize the Mayor to execute Amendment No. 4 to Professional Services Agreement with Lance, Soll, & Lunghard, LLP ("LSL") for Financial Auditing Services. The motion carried unanimously.

6. Professional Services Agreement for On-Call Plan Check Services
Recommended Action: Authorize the Mayor to execute a professional services agreement with 4Leaf, Inc. to provide on-call plan check services.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Riggins moved, and Mayor Pro Tem Uhring seconded a motion to authorize the Mayor to execute a professional services agreement with 4Leaf, Inc. to provide on-call plan check services. The motion carried unanimously.

7. Amendment No. 1 to Professional Services Agreement with Frederick Fisher and Partners for a Masterplan/Concept Design for Heathercliff Recreation Center and Ioki Temporary Sports Fields
Recommended Action: Authorize the Mayor to execute Amendment No. 1 to Professional Services Agreement with Frederick Fisher & Partners, Architects, a California stock corporation (Frederick Fisher and Partners) to include design services for temporary sports fields on the Ioki Property.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Stewart moved, and Councilmember Riggins seconded a motion to authorize the Mayor to execute Amendment No. 1 to Professional Services Agreement with Frederick Fisher & Partners, Architects, a California stock corporation (Frederick Fisher and Partners) to include design services for temporary sports fields on the Ioki Property. The motion carried unanimously.

8. Amendment to Professional Services Agreement for On-Call Construction Management Services
Recommended Action: Authorize the Mayor to execute Amendment No. 3 to the Professional Services Agreement with Filippin Engineering (Filippin) amending compensation in the amount of $300,000 for a total not to exceed $1,366,408.60 for On-Call Construction Management Services related to the City's Capital Improvement Program.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Riggins moved, and Councilmember Stewart seconded a motion to authorize the Mayor to execute Amendment No. 3 to the Professional Services Agreement with Filippin Engineering (Filippin) amending compensation in the amount of $300,000 for a total not to exceed

$1,366,408.60 for On-Call Construction Management Services related to the City's Capital Improvement Program. The motion carried unanimously.

11. Letter of Support for the Langley Family
Recommended Action: Adopt Resolution No. 26-14 urging the County of Los Angeles to conduct a comprehensive safety evaluation of Malibu Canyon Road.

The Council discussed the item and directed questions to staff.

MOTION Mayor Silverstein moved, and Councilmember Conrad seconded a motion to adopt Resolution No. 26-14, as amended to revise Recital C to read "The Langley Family, who lost their son in an accident on Malibu Canyon Road, have respectfully requested that Los Angeles County evaluate the safety conditions at this location to help prevent future tragedies," urging the County of Los Angeles to conduct a comprehensive safety evaluation of Malibu Canyon Road. The motion carried unanimously.

ITEM 2 CEREMONIAL/PRESENTATIONS

A. Presentation of Commendation to Candace Bond in Recognition of her Service as Interim City Manager

Mayor Silverstein presented the commendation to Candace Bond.

The Council thanked Ms. Bond for her service.

Ms. Bond thanked the Council for the recognition and discussed her service as Interim City Manager.

ITEM 3 COMMISSION / COMMITTEE / CITY MANAGER UPDATES

Kevin Keegan, Public Works Commission, summarized the Public Works Commission's activities over the past year. He requested that the Council authorize staff and the Commission to request updates and other information from partner agencies regarding utilities and other infrastructure and to take an advocacy role.

Meril May, Public Safety Commission, provided an update on a California Department of Transportation meeting held at City Hall the previous week and reported that he participated in a tour of the City.

The Council directed questions to Mr. May.

City Manager Irvin reported that Ralphs grocery store was not closing and that related rumors were unfounded. He reported that fuel moisture levels were high and the current fire danger was low, and encouraged residents to sign up for a wildfire home ignition zone inspection with the City's Fire Liaisons. He reported that Public

Works staff installed speed humps on Busch Drive and Bonsall Drive and that a multi-agency food truck enforcement operation was conducted in the Malibu area. He also announced the City's 35th anniversary celebration and Chumash Days.

Sergeant Chris Soderlund, Los Angeles County Sheriff's Department, discussed significant incidents and arrests in March 2026. He announced the Lost Hills Station Open House on May 2, 2026.

The Council directed questions to Sergeant Soderlund.

Maryam Zar, Palibu Chamber of Commerce, discussed the Chamber's fire recovery activities and available grants to support business recovery from the Palisades Fire. She announced an upcoming board installation event, artificial intelligence summit, resource fair, and recovery expo. She also discussed plans for advocacy with the State and potential partnerships with the City.

ITEM 4.A. PUBLIC COMMENTS

Kevin Keegan discussed surveillance tools becoming more common in daily life and the importance of privacy. He expressed concern regarding speed cameras and other video monitoring in public spaces.

Jo Drummond deferred time to Darren Graves.

Darren Graves proposed a microgrid electrical system in the Palisades Fire burn area, specifically in Big Rock Mesa, linking a microgrid between multiple homes with solar power systems.

Dwayne Hoover discussed the FPPC complaint regarding Dennis Smith and Skylar Peak. He discussed Ann Ravel's complaint and the FPPC's determination.

Anne K. presented a video on a news report on the Governor's race and discussed her run for Governor.

Jacob Loza questioned who retained Ann Ravel to submit a complaint to the FPPC. He discussed the possible motivation behind the complaint.

Andy Lyon discussed Item No. 1.B.8. and the explanation that the additional cost was caused by the delay to the removal of the temporary skate park. He discussed other delays by the contractor. He suggested electing Planning Commissioners to their office to avoid conflicts of interest.

Bill Sampson stated that Planning Commissioners were not exonerated in the FPPC' determination letter. He discussed an increase in oversized trucks on Pacific Coast Highway (PCH) and requested additional enforcement.

Sanaa Pharayra discussed upgrades needed at the Malibu Equestrian Park. She

recommended establishing a long-term lease with SM-MUSD for the park to open up private or non-profit partnership opportunities.

Wade Major discussed the importance of distinguishing between the current and prior California Building Codes for fire rebuilds, as the prior codes were still in effect for fire rebuilds.

RECESS At 7:16 p.m., Mayor Silverstein recessed the meeting. The meeting resumed at 7:31 p.m. with all Councilmembers present.

ITEM 4.B. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Mayor Pro Tem Uhring thanked staff for its work on the food truck issue. He discussed the unseasonably warm weather and encouraged the community to look after their neighbors who may need assistance or a cooling center. He encouraged the residents to file letters of agency with the Sheriff's Department.

Councilmember Conrad thanked staff for work on the food truck issue and graffiti issues. She discussed park closures for red flag events.

In response to Councilmember Conrad, City Manager Irvin stated commission assignments can be addressed through the budget process.

Mayor Silverstein said he would not be able to attend the April 15, 2026 Budget Workshop.

Councilmember Conrad questioned if a roundabout could be installed on Pacific Coast Highway (PCH) at Zuma Beach.

City Manager Irvin stated staff could address that question when the roundabout item came back.

Councilmember Conrad stated that she was working on ways to support medically vulnerable and elderly residents and animals and was organizing a meeting with the City Manager and animal evacuation groups. She expressed interest in learning more about the microgrid proposal and announced the City's 35th anniversary on March 28, 2026.

Councilmember Stewart reported that he attended a Mountains Recreation and Conservation Authority and Los Angeles County meeting regarding brush and land management in the Santa Monica Mountains. He discussed Los Angeles County's plans for goat grazing to clear brush along certain roads and trails and the progress made in that area. He discussed the FPPC complaint and stated that Councilmembers Riggins and Grisanti, as well as the Planning Commissioners, were cleared. He discussed the Community Brigade lawsuit filed the previous week and encouraged the parties to resolve the issues through mediation.

Councilmember Riggins discussed the FPPC's response to the investigation and its no-action closure letter. She thanked Skylar Peak for his service as her Planning Commission appointee. She reported that she attended a California Department of Transportation Commission meeting with City Manager Irvin. In response to Mr. Lyon, Councilmember Riggins clarified that the amendment was for management services and not for the project contractor. She stated she attended a Los Angeles County Library Commission meeting.

Mayor Silverstein addressed the comments made by Mr. Hoover and Mr. Loza. He stated that he had one email exchange with Ms. Ravel after receiving a copy of her letter submitted to the FPPC and read the communication. He discussed his concerns regarding potential conflicts of interest when someone approves a project from which they could indirectly benefit and discussed the FPPC's closure letter.

ITEM 5 ORDINANCES AND PUBLIC HEARINGS

A. Zoning Text Amendment No. 25-003 – An amendment incorporating new state law and clarifications to Title 17 (Zoning) of the Malibu Municipal Code to update regulations related to Accessory Dwelling Units
Recommended Action: Continue the item to a date uncertain.

This item was continued to a date uncertain.

ITEM 6 OLD BUSINESS

None.

ITEM 7 NEW BUSINESS

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.

Public Safety Director Dueñas and Emergency Services Coordinator Flores presented the staff report.

Mayor Silverstein opened the floor to public comment.

The Council directed questions to staff.

Speakers: Jo Drummond (Darren Graves deferred time to Jo Drummond), and Ryan

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.

Without objection, Mayor Silverstein received and filed a report on the After-Action Review of the City's response to the Franklin and Palisades Fires.

ITEM 8 COUNCIL ITEMS

None.

ADJOURNMENT

Mayor Silverstein adjourned the meeting at 8:56 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
REGULAR MEETING
APRIL 13, 2026
COUNCIL CHAMBERS
5:30 P.M.

MEETING CALL TO ORDER

Mayor Silverstein called the meeting to order at 4:02 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 4:06 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)

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

1. City of Malibu v. State of California, et al., Case No. 26STCV05031

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

REGULAR SESSION CALL TO ORDER

Mayor Silverstein called the meeting to order at 5:36 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; Rob DuBoux, Interim Assistant City Manager; Kelsey Pettijohn, City Clerk; Yolanda Bundy, Community Development Director; Susan Dueñas, Public Safety Director; Tatiana Holden, Interim Public Works Director; Parker Davis, Media Technician; Alicia Freeman, Human Resources Manager; Gregory Kajszo, Assistant to the City Manager; Christina Muñoz, Deputy City Clerk; Courtney Brown, Senior Planner; Tyler Eaton, Assistant Community Development Director; Austin Anderson, Senior Management Analyst; Gabriel Etcheverry, Fire Safety Liaison; Luis Flores, Senior Management Analyst; Sarah Flores, Emergency Services Coordinator; Carrie Rios, Code Enforcement Manager; and Noah Tabbay, Administrative Assistant.

PLEDGE OF ALLEGIANCE

Councilmember Conrad led the Pledge of Allegiance.

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 stated the Council discussed the items on the Closed Session agenda and took no reportable action taken, except for one action. He reported that by a vote of 4-0, with Councilmember Conrad recused due to the location of her home, the Council directed the City Attorney to initiate litigation pursuant to Government Code section 54956.9(d)(4). The action, the defendants and the particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or it would jeopardize the City's ability to conclude existing settlement negotiations to its advantage

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for the meeting was properly posted on April 3, 2026.

APPROVAL OF AGENDA

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

ITEM 1 CONSENT CALENDAR

Mayor Silverstein opened the floor to public comment.

Michel Shane declined the opportunity to speak.

Scott Dittrich declined the opportunity to speak.

Meril Maye declined the opportunity to speak.

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.4. and 1.B.7. were pulled by the Council.

MOTION Councilmember Riggins moved, and Councilmember Stewart seconded a motion to approve the Consent Calendar, pulling Item Nos. 1.B.4. and 1.B.7. The motion carried unanimously.

The Consent Calendar consisted of the following items:

A. Previously Discussed Items

1. Appeal of Planning Commission Resolution No. 25-78 Regarding Coastal Development Permit No. 25-041 (within the Pacific Coast Highway public right-of-way between Broad Beach Road and La Piedra Beach Road, Owner: California Department of Transportation; Appellant: Dr. Thomas G. Diamantidis)

   Recommended Action: Adopt Resolution No. 26-10 denying Appeal No. 26-001, determining project is exempt from the California Environmental Quality Act, and approving Coastal Development Permit (CDP) No. 25-041, an application for a pilot project for temporary improvements within the Pacific Coast Highway public right-of-way between Broad Beach Road and La Piedra Beach Road, including lane reductions, signage, and the installation of two roundabouts with safety lighting at the intersection of El Matador Beach Road and Encinal Canyon Road, between post mile 58.4 and 59.9, as recommended in the 2015 Pacific Coast Highway (PCH) Safety Study conducted by the City of Malibu in partnership with the California Department of Transportation (Caltrans) (City of Malibu Public Works Department and Caltrans).

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 78399-78695 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. 787 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $4,365,904.65. City of Malibu payroll check number 5568-5571 and ACH deposits were issued in the amount of $1,115,067.84.

3. Approval of Minutes

Recommended Action: Approve the minutes for the August 11, 2025 Regular Meeting and August 18, 2025 Special Meeting.

5. Renewal of General Services Agreement with the County of Los Angeles
Recommended Action: 1) Adopt Resolution No. 26-15 approving a General Services Agreement (GSA) between the City of Malibu and the County of Los Angeles through June 30, 2031 and determining the same be exempt from the California Environmental Quality Act; and 2) Authorize the Mayor to execute the GSA with the County of Los Angeles

6. Amendments to Agreements for Solid Waste Consulting Services
Recommended Action: 1) Authorize the Mayor to execute Amendment No. 1 to Agreement with Solid Waste Solutions, Inc. as a primary consultant; and 2) Authorize the Mayor to execute Amendment No. 1 to Agreement with SCS Engineers as a secondary consultant.

8. Investment Report for the Month Ending February 28, 2026
Recommended Action: Receive the Investment Report for the month ending February 28, 2026.

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

4. Professional Services Agreement for City Hall Audio-Visual and Broadcast System Upgrade Project
Recommended Action: 1) Authorize the Mayor to execute a Professional Services Agreement with Western A/V in the amount of $272,329.52 to upgrade the City Hall Audio-Visual and Broadcast System; and 2) authorize the Interim Public Works Director to approve any potential change orders up to $50,000.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Riggins moved, and Councilmember Conrad seconded a motion to: 1) authorize the Mayor to execute a Professional Services Agreement with Western A/V in the amount of $272,329.52 to upgrade the City Hall Audio-Visual and Broadcast System; and 2) authorize the Interim Public Works Director to approve any potential change orders up to $50,000. The motion carried unanimously.

7. Amendment to Agreement with Granicus, LLC to Provide Short-Term Rental Host Compliance Services
Recommended Action: Authorize the Mayor to execute Amendment No. 4 to the Professional Services Agreement with Granicus, LLC for short-term rental administration.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Stewart moved, and Councilmember Riggins seconded a motion to authorize the Mayor to execute Amendment No. 4 to the

Professional Services Agreement with Granicus, LLC for short-term rental administration. The motion carried unanimously.

ITEM 2 CEREMONIAL/PRESENTATIONS

A. State Parks Fire Prevention Programs

Angeles District Superintendent Richard Fink, California State Parks, presented an update on California State Parks defensible space program and the Malibu Pier repairs.

The Council directed questions to Angeles District Superintendent Fink.

B. Proclamation Declaring April 19-25, 2026 National Volunteer Appreciation Week

Mayor Silverstein presented the proclamation to Public Safety Director Dueñas.

ITEM 3 COMMISSION / COMMITTEE / CITY MANAGER UPDATES

City Manager Irvin announced that construction and repairs at the Zuma Beach Underpass were underway. He provided an update on Southern California Edison (SCE) undergrounding efforts, noting that telecommunications providers were not required to underground their facilities with the electrical lines, but that staff was working with all parties to encourage undergrounding. He announced a one-stop shop permit counter to centralize permitting services. He clarified information regarding allowable deferred property tax payments and potential penalties appearing on Los Angeles County websites.

In response to Councilmember Conrad, Community Development Director Bundy provided more information on the one-stop shop permit counter.

City Manager Irvin explained that there would be more announcements about fire prevention programs, potentially including controlled burns and training for evacuations.

Sergeant Chris Soderlund, Los Angeles County Sheriff's Department, presented the monthly crime report and discussed significant incidents. He announced a Lost Hills Station open house on May 12, 2026, and stated that Beach Team operations would begin at the end of May.

The Council directed questions to Sergeant Soderlund.

Ranger Tim Pera, Mountains Recreation Conservation Authority, presented the monthly ranger report with citation statistics.

The Council directed questions to Ranger Pera.

ITEM 4.A. PUBLIC COMMENTS

Darren Graves deferred time to Danny Smith.

Danny Smith invited City Manager Irvin to the weekly fire rebuild zone captain meetings. He discussed obstacles and delays to rebuilding.

Meril May discussed small home improvements that could contribute to fire prevention,, encouraged compliance with the speed limit on Pacific Coast Highway, discussed upcoming paving on Corral Canyon Road, and identified palm trees near HRL as a potential fire hazard.

Monica Elnekaveh discussed dangers for pedestrians walking along PCH near Winding Way. She requested scheduling an item to evaluate the parking, pedestrians, and access to the trailhead.

Anne Komarovsk discussed her run for Governor of California.

Howard Beale discussed allegations concerning Mayor Silverstein's involvement in a treasure fraud case.

Jo Drummond discussed obstacles and delays to rebuilding.

Colin Drummond requested speakers be required to identify themselves by name. He discussed recent thefts in the Big Rock area and how one of the perpetrators was identified.

Crystal Falls discussed the horse-riding classic she was organizing. She discussed her 3D construction print company.

ITEM 4.B. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Mayor Pro Tem Uhring stated he received a number of emails from the Rebuild Task Force about water issues and discussed Water District No. 29 improvement plans.

Councilmember Conrad indicated support for horse events in Malibu. She stated she assisted in planning an emergency preparedness event in Topanga for large animal owners.

In response to Councilmember Conrad, Interim Assistant City Manager DuBoux explained that he confirmed today Water District No. 29 was working on replacing the Busch tank and construction would start in September.

Councilmember Riggins thanked those who worked on repairs and reopening of the Zuma Beach Underpass. She reported she attended the groundbreaking for the Las Virgenes Municipal Water District Pure Water Project in Agoura Hills, a ribbon-

cutting for the Council of Governments fiber-optic project connecting member cities, a Library Subcommittee meeting to review proposals for the use of library set-aside funds, and, with Mayor Pro Tem Uhring and Councilmember Stewart, a groundbreaking for water infrastructure in Carbon Canyon. She warned the public about fraudulent requests impersonating the City and requesting payment of fees. She requested that the meeting be adjourned in memory of Sheriff's Deputy Levi Vargus.

Councilmember Stewart discussed the backlog of planning appeals and encouraged parties to resolve their differences when possible. He stated he attended a meeting of homeowners association and property owners association leaders, aa Winding Way Property Owners Association meeting with City Manager Irvin and Councilmember Conrad,, the Carbon Mesa water infrastructure groundbreaking, and an Administration and Finance Subcommittee meeting with Mayor Silverstein. He also reported attending, with Councilmember Conrad, the monthly update on critical brush and land-management projects in the Santa Monica Mountains and announced an upcoming brush pile burn near Topanga Canyon.

Mayor Silverstein stated he attended a meeting with Calstrat, the Chumash Powwow, and an Administration and Finance Subcommittee meeting. He also reported meeting with the Governor's Office and City Manager Irvin to discuss supplemental funding for fire recovery. In response to Ms. Falls, he expressed support for her event and recommended that she meet with relevant Community Services staff and representatives of other agencies. He commented on the Council's obligation to allow public comment.

RECESS At 7:27 p.m., Mayor Silverstein recessed the meeting. The meeting resumed at 7:46 p.m. with all Councilmembers present.

ITEM 5 ORDINANCES AND PUBLIC HEARINGS

A. Adoption of Safety Element Update to the City of Malibu General Plan (General Plan Amendment No. 24-002)
Recommended Action: Adopt Resolution No. 26-16, determining that the project is exempt from the California Environmental Quality Act (CEQA), incorporating the Las Virgenes Malibu Council of Governments Multi-Jurisdictional Hazard Mitigation Plan into the Safety Element Update of the City of Malibu General Plan by reference, and adopting General Plan Amendment (GPA) No. 24-002 to adopt the Safety Element Update to the City of Malibu General Plan consistent with all applicable State Safety Element laws.

Public Safety Director Dueñas and consultant Allison Cook presented the staff report.

The Council directed questions to staff.

Mayor Silverstein opened the floor to public comment.

Speakers: Patt Healy, Jo Drummond, Anne Komarovsky

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, and Councilmember Stewart seconded a motion to adopt Resolution No. 26-16, as amended to add section 3.3.13b, determining that the project is exempt from the California Environmental Quality Act (CEQA), incorporating the Las Virgenes Malibu Council of Governments Multi-Jurisdictional Hazard Mitigation Plan into the Safety Element Update of the City of Malibu General Plan by reference, and adopting General Plan Amendment (GPA) No. 24-002 to adopt the Safety Element Update to the City of Malibu General Plan consistent with all applicable State Safety Element laws.

FRIENDLY AMENDMENT

Councilmember Conrad moved to direct the City Manager to bring back more information on the related resilience and safety measures

The maker and the seconder accepted the friendly amendment.

The amended motion carried unanimously.

ITEM 6 OLD BUSINESS

None.

ITEM 7 NEW BUSINESS

A <u>Parking Enforcement Contract Amendment and Extension</u>

Recommended Action: 1) Receive a presentation on the City's Parking Enforcement Program since its inception; 2) Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with LAZ Parking, expanding the scope of work, extending the agreement an additional three years, and increasing the total compensation for services to $3,762,557 for the full term of the agreement.

Senior Management Analyst Flores presented the staff report.

The Council directed questions to staff.

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 Councilmember Stewart moved to authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with LAZ Parking, expanding the scope of work, extending the agreement an additional three years, and increasing the total compensation for services to $3,762,557 for the full term of the agreement.

The Council discussed the item and directed questions to staff.

Councilmember Riggins seconded the motion.

The Council discussed the item and directed questions to staff.

The motion carried unanimously.

B. Los Angeles County's Essential Services Restoration Act & AB 1768 Discussion and Direction

Recommended Action: 1) Discuss and provide direction on whether the City of Malibu should take a formal position on the Essential Services Restoration Act ballot measure and AB 1768, both of which could increase the local sales tax rate, and 2) Authorize the Mayor to send a letter, in a form approved by the City Manager and City Attorney, to the County of Los Angeles reflecting the Council's position.

Assistant to the City Manager Kajszo presented the staff report.

Mayor Silverstein opened the floor to public comment.

Speaker: Jo Drummond

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, and Mayor Pro Tem Uhring seconded a motion to authorize Councilmember Riggins, as the City's representative on Las Virgenes-Malibu Council of Governments Governing Board (COG), to support any opposition from the COG to the Essential Services Restoration Act ballot measure or AB 1768. The motion carried unanimously.

ITEM 8 COUNCIL ITEMS

None.

ADJOURNMENT

Mayor Silverstein adjourned the meeting at 9:27 p.m. in memory of Deputy Levi Vargus.

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
APRIL 15, 2026
COUNCIL CHAMBERS
2:00 P.M.

MEETING CALL TO ORDER

Mayor Pro Tem Uhring called the meeting to order at 2:04 p.m.

ROLL CALL

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

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

ABSENT: Mayor Bruce Silverstein.

ALSO PRESENT: Trevor Rusin, Interim City Attorney; Joseph Irvin, City Manager; Rob DuBoux, Interim Assistant 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; Parker Davis, Media Technician; Alicia Freeman, Human Resources Manager; Gregory Kajszo, Assistant to the City Manager; Jason Lawrence, Deputy City Clerk; and Patricia Salazar, Deputy Community Development Director.

PLEDGE OF ALLEGIANCE

Jo Drummond led the Pledge of Allegiance.

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for the meeting was properly posted on April 9, 2026.

APPROVAL OF AGENDA

MOTION Councilmember Riggins moved, and Councilmember Stewart seconded a motion to approve the agenda. The motion carried unanimously.

ITEM 1 NEW BUSINESS

A. Fiscal Year 2026-27 Budget Workshop
Recommended Action: 1) Review the five-year financial forecast and provide direction to staff to develop the proposed FY 2026-27 budget; 2) Provide direction on various strategies presented to develop a balanced budget; 3) Provide direction on updating the City's fee schedule; and 4) Provide direction on priorities for the

City's capital improvement program.

City Manager Irvin, Assistant City Manager Smith, Interim Public Works Director Holden, and Sunstone Consultant John Keisler presented the staff report.

Mayor Pro Tem Uhring opened the floor to public comment.

Speaker: Jo Drummond

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

The Council discussed the item and directed questions to staff.

CONSENSUS

By consensus, the Council directed staff to bring back a revised parking fine schedule including the fine increases recommended by the Public Safety Commission.

Mayor Pro Tem Uhring reopened the floor to public comment.

Speaker: Jo Drummond

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

The Council discussed the item and directed questions to staff.

CONSENSUS

By consensus, the Council directed staff to bring back a fee schedule based on the Administration and Finance Subcommittees May 2025 recommendation with cost-of-living adjustments since the study was complete

The Council discussed the item and directed questions to staff.

CONSENSUS

By consensus, the Council directed staff to 1) prepare a draft budget for Fiscal Year (FY) 2026-27 following the 10% budget reduction model; 2) explore new revenue streams; 3) defer the land management system project, cancel the Malibu Community Labor Exchange project, and defer the Latigo Retaining Wall project; 4) include funding for the construction of the Bluffs Park Snack Shack project in the FY 2026-27 budget

ADJOURNMENT

Mayor Pro Tem Uhring adjourned the meeting at 4:48 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 of Malibu
Memorandum

City Council Meeting
09-28-26
Item
1.B.4

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

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

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

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

Cash and Cash Equivalents	21.82%
U.S. Treasury	72.46%
U.S. Agencies	0.00%
Certificates of Deposit	5.72%

Investments month to month:

Investment Issuer/Instrument	Type	July 31, 2026			August 31, 2026		
		Amount (in millions)	Yield[(A)]	%	Amount (in millions)	Yield[(A)]	%
Operating Cash	Cash	$17.68	3.19%	20.83%	$8.54	3.19%	10.43%
LAIF	Cash	$2.58	3.85%	3.04%	$8.58	3.87%	10.48%
CDs	Investment	$4.94	3.93%	5.82%	$4.69	3.93%	5.72%
Treasury Bills	Investment	$0.00	0.00%	0.00%	$0.00	0.00%	0.00%
Treasury Notes	Investment	$59.39	3.85%	70.00%	$59.33	3.85%	72.46%
Treasury STRIPS	Investment	$0.00	0.00%	0.00%	$0.00	0.00%	0.00%
Money Market	Cash	$0.26	3.52%	0.31%	$0.75	3.68%	0.91%
Total/Blended Yield			3.72%			3.79%	
Total Duration(Years)			2.14			2.13	

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

Two-Year U.S. Treasury Note Benchmark, as of August 31, 2026: 4.34%.

The fair market value of all investments held by the City is $81,884,903 as of August 31, 2026.

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

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

SNAPSHOT
Current period ending August 31, 2026

ACCOUNT NAME: CITY OF MALIBU
RUTH QUINTO

ACCOUNT NUMBER:

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

701 S PARKER STREET
SUITE 2500
ORANGE, CA 92868

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

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

Message from Our Firm

ONLINE ACCESS AND ELECTRONIC DELIVERY: STAY CONNECTED WITH YOUR ACCOUNTS AND OUR LATEST MARKET COMMENTARY. YOU CAN ALSO GET ELECTRONIC DELIVERY OF YOUR ACCOUNT DOCUMENTS. SIGN UP TODAY AT WELLSFARGOADVISORS.COM/ENROLL.

News

SKIP THE TRIP AND SAVE TIME WITH MOBILE DEPOSIT. DEPOSIT CHECKS DIRECTLY INTO YOUR BROKERAGE CASH SERVICES (BCS) ACCOUNT USING THE WELLS FARGO MOBILE® APP-SIMPLE, SECURE, AND CONVENIENT.

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

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

General instructions and disclosures

About this statement

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

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

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

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

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

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

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

About your rights and responsibilities

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

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

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

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

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

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

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

CITY OF MALIBU
RUTH QUINTO

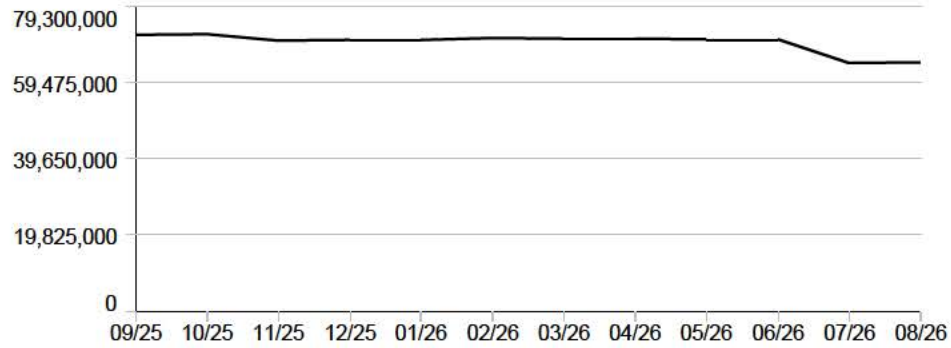
AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Progress summary

	THIS PERIOD	THIS YEAR
Opening value	**$64,589,368.92**	**$70,566,169.66**
Cash deposited	0.00	0.00
Securities deposited	0.00	0.00
Cash withdrawn	0.00	-6,175,000.00
Securities withdrawn	0.00	0.00
Change in value	174,012.57	372,211.83
Closing value	**$64,763,381.49**	**$64,763,381.49**
Estimated accrued interest ^	416,059.30	
Total value (incl. accruals)	**$65,179,440.79**	

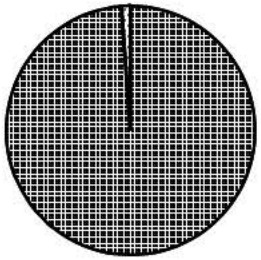
^ Estimated accrued interest is included for your convenience. The value represents the estimated portion of the interest that would be received upon the sale of your Fixed Income positions. For more information, see the Specific instructions and disclosures page.

Value over time



Portfolio summary

CURRENT



	ASSET TYPE	PREVIOUS VALUE ON JUL 31	%	CURRENT VALUE ON AUG 31	%	ESTIMATED ANN. INCOME
ASSETS	Cash and sweep balances	23.54	0.00	42.75	0.00	14,402
	Stocks, options & ETFs	0.00	0.00	0.00	0.00	0
	Fixed income securities	64,327,059.18	99.59	64,017,613.53	98.85	2,075,458
	Mutual funds	262,286.20	0.41	745,725.21	1.15	27,443
	Asset value	**$64,589,368.92**	**100%**	**$64,763,381.49**	**100%**	**$2,117,303**

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Cash flow summary

	THIS PERIOD	THIS YEAR
Opening value of cash and sweep balances	**$23.54**	
Income and distributions	233,458.22	1,409,193.26
Securities sold and redeemed	250,000.00	27,182,353.00
Net additions to cash	**$483,458.22**	**$28,591,546.26**
Securities purchased	-483,439.01	-22,459,280.88
Electronic funds transfers	0.00	-6,175,000.00
Net subtractions from cash	**-$483,439.01**	**-$28,634,280.88**
Closing value of cash and sweep balances	**$42.75**	

Income summary *

		THIS PERIOD	THIS YEAR
TAXABLE	Money market/sweep funds	128.92	8,344.17
	Interest	233,040.29	1,383,954.19
	Ordinary dividends and ST capital gains	289.01	15,618.32
	Total taxable income	**$233,458.22**	**$1,407,916.68**
	Total federally tax-exempt income	**$0.00**	**$0.00**
	Total income	**$233,458.22**	**$1,407,916.68**

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

Gain/loss summary

	UNREALIZED	THIS PERIOD REALIZED	THIS YEAR REALIZED
Short term (S)	-759,651.91	0.00	0.00
Long term (L)	725,532.35	0.00	0.00
Total	**-$34,119.56**	**$0.00**	**$0.00**

Your Financial Advisor

WILLIAM GOMBERG
Phone: 714-497-1366

701 S PARKER STREET
SUITE 2500
ORANGE, CA 92868

Account profile

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

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

Available funds

Cash	-432,450.00
Money market and sweep funds	432,492.75
Available for loan	0.00
Your total available funds	**$42.75**

Client service information

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

For your consideration

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

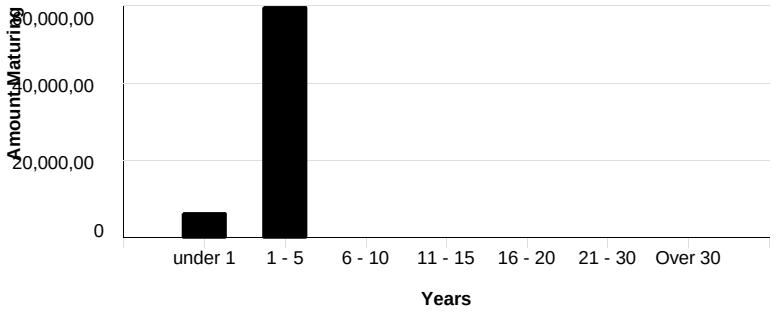
Document delivery status

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

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Bond maturity schedule



MATURING IN:	AMOUNT MATURING	CURRENT VALUE	% OF MATURING VALUE
under 1 year	6,195,000.00	6,154,102.00	9.38
1 to 5 years	59,821,000.00	57,863,511.53	90.62
6 to 10 years	0.00	0.00	0.00
11 to 15 years	0.00	0.00	0.00
16 to 20 years	0.00	0.00	0.00
21 to 30 years	0.00	0.00	0.00
over 30 years	0.00	0.00	0.00
Total	**$66,016,000.00**	**$64,017,613.53**	**100.00%**

Additional information

	THIS PERIOD	THIS YEAR
Accrued interest on sales	0.00	26,085.62
Accrued interest on purchases	0.00	-74,940.23

	THIS PERIOD	THIS YEAR
Gross proceeds	250,000.00	27,156,267.38

Portfolio detail

Cash and Sweep Balances

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

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

DESCRIPTION	% OF ACCOUNT	CURRENT MARKET VALUE	ESTIMATED ANNUAL INCOME	ESTIMATED CURRENT YIELD (%)
Cash	-0.67	-432,450.00	0.00	N/A
ALLSPRING GOVERNMENT MONEY MARKET Interest Period 08/01/26 - 08/31/26	0.67	432,492.75	14,402.00	3.33
Total Cash and Sweep Balances	**0.00**	**$42.75**	**$14,402.00**	

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Fixed Income Securities

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

Government Bonds

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 2.500% DUE 03/31/27 DTD 03/31/22 FC 09/30/22 Moody AA1 CUSIP 91282CEF4 Acquired 03/15/23 L	3.06	2,000,000	96.45	1,929,066.00	99.1320	1,982,640.00	53,574.00	21,038.25	50,000	2.52
US TREASURY NOTES CPN 2.625% DUE 05/31/27 DTD 05/31/22 FC 11/30/22 Moody AA1 CUSIP 91282CET4 Acquired 03/21/24 L	3.43	2,245,000	95.32	2,139,978.18	98.9000	2,220,305.00	80,326.82	14,974.33	58,931	2.65
US TREASURY NOTES CPN 3.125% DUE 08/31/27 DTD 08/31/22 FC 02/28/23 Moody AA1 CUSIP 91282CFH9 Acquired 03/15/23 L	2.89	1,894,000	98.59	1,867,461.42	98.9420	1,873,961.48	6,500.06	160.84	59,188	3.15
US TREASURY NOTES CPN 1.250% DUE 04/30/28 DTD 04/30/21 FC 10/31/21 Moody AA1 CUSIP 91282CBZ3 Acquired 04/02/24 L	4.38	2,985,000	88.91	2,654,128.14	95.1010	2,838,764.85	184,636.71	12,572.69	37,313	1.31

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Fixed Income Securities

Government Bonds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 4.375% DUE 08/31/28 DTD 08/31/23 FC 02/29/24 Moody AA1 CUSIP 91282CHX2 Acquired 03/31/26 S	3.24	2,100,000	101.47 101.76	2,130,915.13 2,136,970.28	100.0580	2,101,218.00	-29,697.13	249.66	91,875	4.37
US TREASURY NOTES CPN 3.500% DUE 11/15/28 DTD 11/15/25 FC 05/15/26 Moody AA1 CUSIP 91282CPK1 Acquired 05/15/26 S	4.44	2,928,000	99.00	2,899,001.50	98.1870	2,874,915.36	-24,086.14	30,354.13	102,480	3.56
US TREASURY NOTES CPN 1.375% DUE 12/31/28 DTD 12/31/21 FC 06/30/22 Moody AA1 CUSIP 91282CDP3 Acquired 02/15/24 L	7.32	5,075,000	88.22	4,477,363.89	93.4100	4,740,557.50	263,193.61	11,946.24	69,781	1.47
US TREASURY NOTES CPN 2.875% DUE 04/30/29 DTD 04/30/22 FC 10/31/22 Moody AA1 CUSIP 91282CEM9 Acquired 04/30/24 L	2.32	1,565,000	92.50	1,447,763.07	96.2100	1,505,686.50	57,923.43	15,160.94	44,994	2.98
US TREASURY NOTES CPN 2.625% DUE 07/31/29 DTD 07/31/22 FC 01/31/23 Moody AA1 CUSIP 91282CFC0 Acquired 03/18/25 L	7.38	5,025,000	94.85	4,766,494.32	95.1710	4,782,342.75	15,848.43	11,470.11	131,906	2.75

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Fixed Income Securities

Government Bonds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 3.500% DUE 09/30/29 DTD 09/30/24 FC 03/31/25 Moody AA1 CUSIP 91282CLN9 Acquired 09/17/25 S	7.38	4,910,000	100.23 100.30	4,921,593.46 4,924,890.44	97.3780	4,781,259.80	-140,333.66	72,308.47	171,850	3.59
US TREASURY NOTES CPN 4.000% DUE 10/31/29 DTD 10/31/22 FC 04/30/23 Moody AA1 CUSIP 91282CFT3 Acquired 11/07/24 L	4.57	3,000,000	99.61	2,988,405.43	98.7460	2,962,380.00	-26,025.43	40,434.79	120,000	4.05
US TREASURY NOTES CPN 3.875% DUE 11/30/29 DTD 11/30/22 FC 05/31/23 Moody AA1 CUSIP 91282CFY2 Acquired 05/15/26 S	4.34	2,860,000	99.55	2,847,351.50	98.3240	2,812,066.40	-35,285.10	28,160.45	110,825	3.94
US TREASURY NOTES CPN 3.500% DUE 01/31/30 DTD 01/31/23 FC 07/31/23 Moody AA1 CUSIP 91282CGJ4 Acquired 02/20/25 L	7.44	4,965,000	96.82	4,807,135.54	97.0230	4,817,191.95	10,056.41	15,110.88	173,775	3.60
US TREASURY NOTES CPN 1.500% DUE 02/15/30 DTD 02/15/20 FC 08/15/20 Moody AA1 CUSIP 912828Z94 Acquired 03/18/25 L	7.49	5,350,000	89.17	4,770,769.19	90.6830	4,851,540.50	80,771.31	3,707.20	80,250	1.65

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Fixed Income Securities

Government Bonds continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
US TREASURY NOTES CPN 4.125% DUE 08/31/30 DTD 08/31/23 FC 02/29/24 Moody AA1 CUSIP 91282CHW4 Acquired 09/17/25 S	7.42	4,864,000	102.28 102.77	4,975,092.02 4,999,211.02	98.7460	4,803,005.44	-172,086.58	545.22	200,640	4.17
US TREASURY NOTES CPN 4.000% DUE 01/31/31 DTD 01/31/24 FC 07/31/24 Moody AA1 CUSIP 91282CJX0 Acquired 02/23/26 S	8.10	5,350,000	102.29 102.54	5,472,826.26 5,485,972.22	98.0500	5,245,675.00	-227,151.26	18,608.69	214,000	4.07
US TREASURY NOTES CPN 4.125% DUE 03/31/31 DTD 03/31/24 FC 09/30/24 Moody AA1 CUSIP 91282CKF7 Acquired 03/31/26 S	6.39	4,200,000	101.34 101.45	4,256,388.04 4,261,038.25	98.4880	4,136,496.00	-119,892.04	72,897.54	173,250	4.18
Total Government Bonds	**91.61**	**61,316,000**		**$59,351,733.09** **$59,403,000.39**		**$59,330,006.53**	**-$21,726.56**	**$369,700.43**	**$1,891,058**	**3.19**

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Fixed Income Securities

Certificates of Deposit

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

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
TEXAS EXCHANGE BK SSB CD ^ CROWLEY TX ACT/365 CALLABLE FDIC INSD CPN 1.100% DUE 10/29/26 DTD 10/29/21 FC 11/29/21 CALL 09/29/26 @ 100.000 CUSIP 88241TMC1 Acquired 10/22/21 L	0.38	250,000	100.00	250,000.00	99.5430	248,857.50	-1,142.50	22.60	2,750	1.10
DISCOVER BANK CD GREENWOOD DE ACT/365 FDIC INSD CPN 4.950% DUE 11/16/26 DTD 11/15/22 FC 05/15/23 CUSIP 254673Z66 Acquired 11/09/22 L	0.31	200,000	100.00	200,000.00	100.2160	200,432.00	432.00	2,956.44	9,900	4.93
UBS BANK USA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 1.150% DUE 12/08/26 DTD 12/08/21 FC 01/08/22 CUSIP 90348JX96 Acquired 11/30/21 L	0.38	250,000	100.00	250,000.00	99.2510	248,127.50	-1,872.50	189.04	2,875	1.15
CALPRIVATE BANK CD LA JOLLA CA ACT/365 FDIC INSD CPN 4.050% DUE 02/16/27 DTD 08/14/24 FC 02/14/25 CUSIP 13135NCY4 Acquired 08/05/24 L	0.39	250,000	100.00	250,000.00	100.0460	250,115.00	115.00	499.32	10,125	4.04
VALLEY NATL BK WAYNE CD WAYNE NJ ACT/365 FDIC INSD CPN 4.600% DUE 03/11/27 DTD 03/11/24 FC 09/11/24 CUSIP 919853KW0 Acquired 03/05/24 L	0.39	250,000	100.00	250,000.00	100.2820	250,705.00	705.00	5,482.20	11,500	4.58

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
BRADESCO BANK CD CORAL GABLES FL ACT/365 FDIC INSD CPN 4.500% DUE 03/22/27 DTD 03/21/24 FC 09/21/24 CUSIP 10421AAT4 Acquired 03/05/24 L	0.39	250,000	100.00	250,000.00	100.2550	250,637.50	637.50	5,054.79	11,250	4.48
BNY MELLON NA CD NEW YORK NY ACT/365 FDIC INSD CPN 4.600% DUE 06/01/27 DTD 05/29/24 FC 11/29/24 CUSIP 05584CP59 Acquired 05/23/24 L	0.39	250,000	100.00	250,000.00	100.3980	250,995.00	995.00	2,016.44	11,500	4.58
EAGLEMARK SVGS BK CD CARSON CTY NV ACT/365 FDIC INSD CPN 4.700% DUE 07/02/27 DTD 07/03/24 FC 01/03/25 CUSIP 27004PFE8 Acquired 06/26/24 L	0.39	250,000	100.00	250,000.00	100.5150	251,287.50	1,287.50	1,931.51	11,750	4.67
CELTIC BANK CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 2.000% DUE 12/27/27 DTD 12/27/19 FC 01/27/20 CUSIP 15118RTH0 Acquired 12/09/19 L	0.38	250,000	100.00	250,000.00	97.2720	243,180.00	-6,820.00	68.50	5,000	2.05
AMERANT BANK NA CD CORAL GABLES FL ACT/365 FDIC INSD CPN 4.050% DUE 03/28/28 DTD 03/28/25 FC 09/28/25 CUSIP 02357QCL9 Acquired 03/18/25 L	0.39	250,000	100.00	250,000.00	99.7780	249,445.00	-555.00	4,355.14	10,125	4.05

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
BANK OF AMERICA NA CD CHARLOTTE NC ACT/365 FDIC INSD CPN 3.950% DUE 04/24/28 DTD 04/22/26 FC 10/22/26 CUSIP 06051X6T4 Acquired 04/15/26 S	0.38	250,000	100.00	250,000.00	99.6300	249,075.00	-925.00	3,571.24	9,875	3.96
UNIVEST BANK & TR CO CD SOUDERTON PA ACT/365 FDIC INSD CPN 4.300% DUE 02/28/29 DTD 02/28/25 FC 03/28/25 CUSIP 91527PCP0 Acquired 02/20/25 L	0.39	250,000	100.00	250,000.00	99.9290	249,822.50	-177.50	117.81	10,750	4.30
BEAL BANK USA CD LAS VEGAS NV ACT/365 FDIC INSD CPN 4.700% DUE 05/30/29 DTD 06/05/24 FC 12/05/24 CUSIP 07371DR66 Acquired 05/23/24 L	0.39	250,000	100.00	250,000.00	100.8440	252,110.00	2,110.00	3,830.82	11,750	4.66
BEAL BANK - PLANO TX CD PLANO TX ACT/365 FDIC INSD CPN 4.700% DUE 05/30/29 DTD 06/05/24 FC 12/05/24 CUSIP 07371BVU2 Acquired 05/23/24 L	0.39	250,000	100.00	250,000.00	100.8440	252,110.00	2,110.00	3,830.82	11,750	4.66
MORGAN STANLEY PVT BK CD PURCHASE NY ACT/365 FDIC INSD CPN 4.650% DUE 05/30/29 DTD 05/30/24 FC 11/30/24 CUSIP 61768E4J9 Acquired 05/23/24 L	0.39	250,000	100.00	250,000.00	100.6810	251,702.50	1,702.50	2,993.84	11,625	4.61

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Fixed Income Securities

Certificates of Deposit continued

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ACCRUED INTEREST	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
TOYOTA FINL SGS BK CD HENDERSON NV ACT/365 FDIC INSD CPN 4.500% DUE 06/28/29 DTD 06/28/24 FC 12/28/24 CUSIP 89235MPR6 Acquired 06/26/24 L	0.39	250,000	100.00	250,000.00	100.2880	250,720.00	720.00	2,003.42	11,250	4.48
MORGAN STANLEY BK NA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 4.250% DUE 02/26/30 DTD 02/26/25 FC 08/26/25 CUSIP 61690DS33 Acquired 02/20/25 L	0.38	250,000	100.00	250,000.00	99.3920	248,480.00	-1,520.00	174.66	10,625	4.27
GOLDMAN SACHS BK USA CD NEW YORK NY ACT/365 FDIC INSD CPN 4.000% DUE 04/21/31 DTD 04/21/26 FC 10/21/26 CUSIP 38151PMN8 Acquired 04/15/26 S	0.38	250,000	100.00	250,000.00	97.9620	244,905.00	-5,095.00	3,643.84	10,000	4.08
STATE BANK OF INDIA CD NEW YORK NY ACT/365 FDIC INSD CPN 4.000% DUE 04/22/31 DTD 04/22/26 FC 10/22/26 CUSIP 856288FQ3 Acquired 04/15/26 S	0.38	250,000	100.00	250,000.00	97.9600	244,900.00	-5,100.00	3,616.44	10,000	4.08
Total Certificates of Deposit	**7.24**	**4,700,000**		**$4,700,000.00**		**$4,687,607.00**	**-$12,393.00**	**$46,358.87**	**$184,400**	**3.93**
Total Fixed Income Securities	**98.85**			**$64,051,733.09** **$64,103,000.39**		**$64,017,613.53**	**-$34,119.56**	**$416,059.30**	**$2,075,458**	**3.24**

^ Denotes Certificate of Deposit with a maturity date in the next 60 days. Please contact us for further investment opportunities or any assistance.

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Mutual Funds

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

Open End Mutual Funds

Open End Mutual Fund shares are priced at net asset value. Estimated Annual Income and Yield refer to Dividends and Interest Income only, and typically do not reflect Total return.

Although retail and government money market funds seek to preserve a net asset value (NAV) of $1.00 per share, in a negative interest rate environment, the fund's net asset value (NAV) may float to the nearest 1/100th of a cent (i.e., $0.9999). When the NAV is floating, the value of your investment will fluctuate and lose value.

DESCRIPTION	% OF ACCOUNT	QUANTITY	ADJ PRICE/ ORIG PRICE	ADJ COST/ ORIG COST	CURRENT PRICE	CURRENT MARKET VALUE	UNREALIZED GAIN/LOSS	ESTIMATED ANNUAL INCOME	ESTIMATED ANNUAL YIELD (%)
FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS FRSXX									
On Reinvestment									
Acquired 06/30/26 S		505.72000	1.00	505.72		505.72	0.00		
Acquired 07/31/26 S		261,670	1.00	261,670.00		261,670.00	0.00		
Acquired 08/26/26 S		50,700	1.00	50,700.00		50,700.00	0.00		
Acquired 08/31/26 S		432,450	1.00	432,450.00		432,450.00	0.00		
Reinvestments S		399.49000	1.00	399.49		399.49	0.00		
Total	**1.15**	**745,725.21000**	**$1.00**	**$745,725.21**	**1.0000**	**$745,725.21**	**$0.00**	**$27,443**	**3.68**
	Client Investment (Excluding Reinvestments)					$745,325.72			
	Gain/Loss on Client Investment (Including Reinvestments)					$399.49			
Total Open End Mutual Funds	**1.15**			**$745,725.21**		**$745,725.21**	**$0.00**	**$27,443**	**3.68**
Total Mutual Funds	**1.15**			**$745,725.21**		**$745,725.21**	**$0.00**	**$27,443**	**3.68**

Activity detail

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
08/03	Cash	DIVIDEND		FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS 073126 262,286.20000 AS OF 7/31/26		289.01

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Activity detail continued

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
08/10	Cash	INTEREST		UBS BANK USA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 1.150% DUE 12/08/26 DTD 12/08/21 FC 01/08/22 080826 250,000 AS OF 8/08/26 CUSIP 90348JX96		244.18
08/14	Cash	INTEREST		CALPRIVATE BANK CD LA JOLLA CA ACT/365 FDIC INSD CPN 4.050% DUE 02/16/27 DTD 08/14/24 FC 02/14/25 081426 250,000 CUSIP 13135NCY4		5,020.89
08/17	Cash	INTEREST		US TREASURY NOTES CPN 1.500% DUE 02/15/30 DTD 02/15/20 FC 08/15/20 081526 5,350,000 AS OF 8/15/26 CUSIP 912828Z94		40,125.00
08/26	Cash	INTEREST		MORGAN STANLEY BK NA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 4.250% DUE 02/26/30 DTD 02/26/25 FC 08/26/25 082626 250,000 CUSIP 61690DS33		5,268.84
08/27	Cash	INTEREST		CELTIC BANK CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 2.000% DUE 12/27/27 DTD 12/27/19 FC 01/27/20 082726 250,000 CUSIP 15118RTH0		424.66

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Activity detail continued

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
08/28	Cash	INTEREST		BARCLAYS BANK/DELAWAR CD WILMINGTON DE ACT/365 FDIC INSD CPN 4.000% DUE 08/28/26 DTD 08/28/24 FC 02/28/25 082826 250,000 CUSIP 06740KSW8		4,958.90
08/28	Cash	INTEREST		UNIVEST BANK & TR CO CD SOUDERTON PA ACT/365 FDIC INSD CPN 4.300% DUE 02/28/29 DTD 02/28/25 FC 03/28/25 082826 250,000 CUSIP 91527PCP0		913.01
08/31	Cash	INTEREST		US TREASURY NOTES CPN 4.125% DUE 08/31/30 DTD 08/31/23 FC 02/29/24 083126 4,864,000 CUSIP 91282CHW4		100,320.00
08/31	Cash	INTEREST		US TREASURY NOTES CPN 4.375% DUE 08/31/28 DTD 08/31/23 FC 02/29/24 083126 2,100,000 CUSIP 91282CHX2		45,937.50
08/31	Cash	INTEREST		US TREASURY NOTES CPN 3.125% DUE 08/31/27 DTD 08/31/22 FC 02/28/23 083126 1,894,000 CUSIP 91282CFH9		29,593.75

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Activity detail continued

Income and distributions

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
08/31	Cash	INTEREST		TEXAS EXCHANGE BK SSB CD CROWLEY TX ACT/365 CALLABLE FDIC INSD CPN 1.100% DUE 10/29/26 DTD 10/29/21 FC 11/29/21 082926 250,000 AS OF 8/29/26 CUSIP 88241TMC1		233.56
08/31	Cash	DIVIDEND		ALLSPRING GOVERNMENT MONEY MARKET SWEEP CLASS 083126 432,363		128.92
				Total Income and distributions:		**$233,458.22**

Securities sold and redeemed

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
08/28	Cash	REDEMPTION	-250,000.00000	BARCLAYS BANK/DELAWAR CD WILMINGTON DE ACT/365 FDIC INSD CPN 4.000% DUE 08/28/26 DTD 08/28/24 FC 02/28/25 CUSIP 06740KSW8		250,000.00
				Total Securities sold and redeemed:		**$250,000.00**

Securities purchased

DATE	ACCOUNT TYPE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	AMOUNT
08/03	Cash	REINVEST DIV	289.01000	FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS REINVEST AT 1.000		-289.01
08/26	Cash	PURCHASE	50,700.00000	FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS	1.0000	-50,700.00
08/31	Cash	PURCHASE	432,450.00000	FIDELITY FUNDS FIDELITY TREASURY ONLY PORT INSTL CLASS SHS	1.0000	-432,450.00
				Total Securities purchased:		**-$483,439.01**

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Cash sweep activity

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

DATE	TRANSACTION	DESCRIPTION	AMOUNT
08/01		BEGINNING BALANCE	261,693.54
08/03	TRANSFER FROM	ALLSPRING GOVERNMENT MONEY MARKET	-261,670.00
08/10	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	244.18
08/14	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	5,020.89
08/17	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	40,125.00
08/26	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	5,268.84
08/27	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	407.11
08/27	TRANSFER FROM	ALLSPRING GOVERNMENT MONEY MARKET	-50,682.45
08/28	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	5,871.91
08/31	REINVEST DIV	ALLSPRING GOVERNMENT MONEY MARKET	128.92
08/31	TRANSFER TO	ALLSPRING GOVERNMENT MONEY MARKET	426,084.81
08/31		ENDING BALANCE	432,492.75

Bank Deposits Through Teller

August 1 - August 31

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

Account number 9091092513

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

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

DATE	TRANSACTION	DESCRIPTION	AMOUNT	BANK BALANCE
08/01		BEGINNING BALANCE		$0.00

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Bank Deposits Through Teller continued

DATE	TRANSACTION	DESCRIPTION	AMOUNT	BANK BALANCE
08/31		ENDING BALANCE		$0.00

Realized gain/loss

Realized Gain/Loss Summary

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

Realized Gain/Loss Detail

Long term

DESCRIPTION	QUANTITY	ADJ PRICE/ ORIG PRICE	DATE ACQUIRED	CLOSE DATE	PROCEEDS	ADJ COST/ ORIG COST	GAIN/LOSS
BARCLAYS BANK/DELAWAR CD WILMINGTON DE ACT/365 FDIC INSD CPN 4.000% DUE 08/28/26 DTD 08/28/24 FC 02/28/25 CUSIP 06740KSW8	250,000.00000	100.0000	08/20/24	08/28/26	250,000.00	250,000.00	0.00
Total Long term					**$250,000.00**	**$250,000.00**	**$0.00**

GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

CITY OF MALIBU
RUTH QUINTO

AUGUST 1, 2026 - AUGUST 31, 2026
ACCOUNT NUMBER:

Specific instructions and disclosures

Available funds

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

Income on non-reportable accounts

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

Callable Securities

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

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

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

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

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

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

Estimated accrued interest on Fixed Income securities

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

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GOMBERG McQUILKIN
WEALTH MANAGEMENT GROUP

Portfolio Analysis

Prepared for CITY OF MALIBU

September 01, 2026

Prepared by:
WILLIAM GOMBERG

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

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

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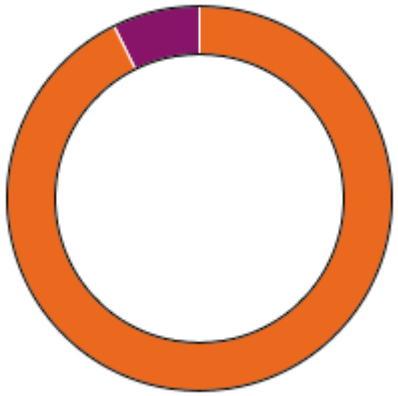
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Fixed Income Summary

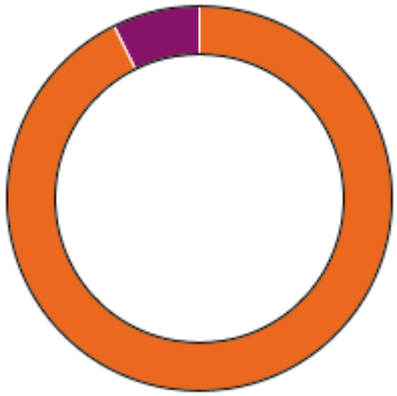
As of 08/31/2026 for XXXX7847 - CITY OF MALIBU

Security Sub Type



Security sub type	Market value	% Fxd income
Government Bond	59,330,007	92.70%
Certificates of Deposit	4,687,607	7.30%
Total	**$64,017,614**	**100%**

Credit Quality Ratings



Credit quality ratings	% Fxd income
Treasury	92.70%
CDs	7.30%
Agency	-
AAA	-
AA	-
A	-
BBB	-
Below inv grade	-
Not rated	-
N/A	-
Total	**100%**

Bond Statistics

Statistic	Taxable	Tax exempt
Weighted avg coupon	3.17%	-
Yield at purchase	3.85%	-
Yield to maturity	4.32%	-
Yield to worst	4.32%	-

Weighted avg maturity: 2.90 yrs

Total duration: 2.75 yrs

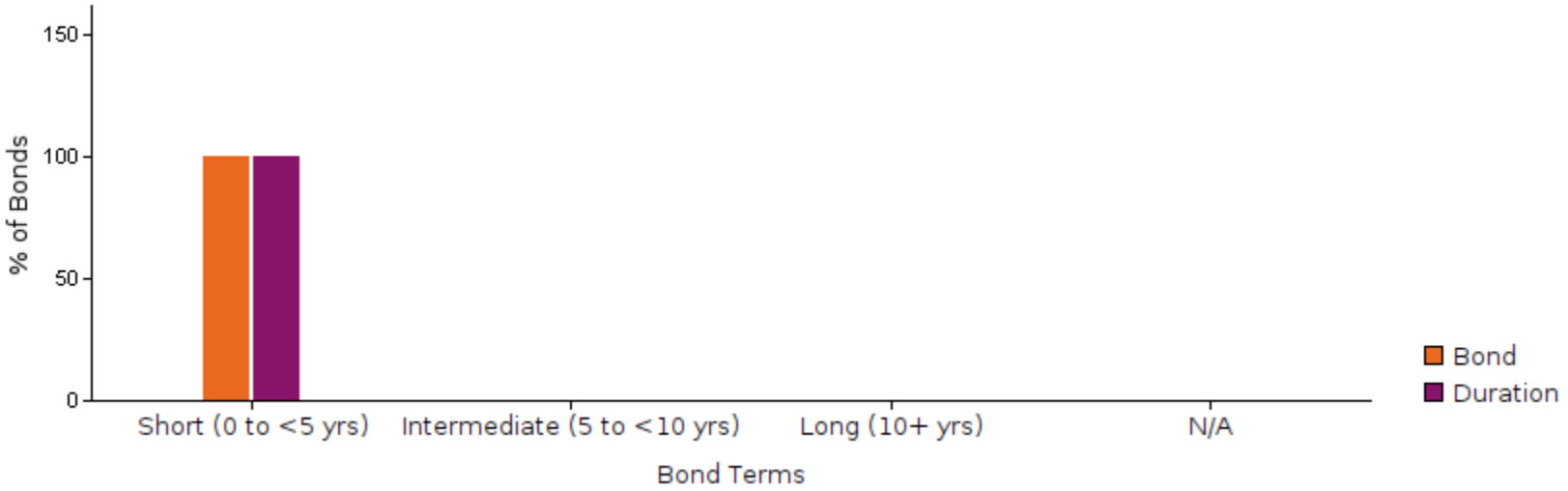
Estimated Income Annualized

Month	Estimated income annualized
09/2026	215,938
10/2026	117,889
11/2026	154,317
12/2026	53,844
01/2027	267,102
02/2027	227,686
03/2027	215,061
04/2027	117,387
05/2027	148,880
06/2027	53,556
07/2027	261,135
08/2027	222,583
Total	**$2,055,378**
Taxable	**$2,055,378**
Tax exempt	**-**
Subject to AMT	-

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

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

Bond Term vs. Duration



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

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

Total portfolio value: $64,763,381

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

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

Callable Analysis

Term	Callable value	Market value
MBS	-	-
0 to <1 yrs	250,000	248,858
1 to <2 yrs	-	-
2 to <3 yrs	-	-
3 to <4 yrs	-	-
4 to <5 yrs	-	-
5 to <7 yrs	-	-
7+ yrs	-	-
Not Available	-	-
Non-Callable	-	63,768,756
Total	**$250,000**	**$64,017,614**

Fixed Income Statistics

As of 08/31/2026 for XXXX7847 - CITY OF MALIBU

Subtotals and totals are weighted averages based on market value

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
U.S. Taxable Investment Grade Fixed Income			**3.167%**			**64,017,614** **-34,120** **3.85%**	**4.32%**	**2.7** **0.1**	**2.7** **100.0%** **98.8%**
Treasury Note			3.107%			59,330,007 -21,727 3.85%	4.33%	2.8 0.1	2.6 92.7% 91.6%
US TREASURY/ NOTES/ 91282CEF4	2,000,000 - -	AA1 - -	2.500% Fixed	03/31/27 M - -	99.13 96.45 96.45	1,982,640 53,574 3.45%	99.01 4.04% M 4.04%	0.6 0.0	0.0 3.1% 3.1%
US TREASURY/ NOTES/ 91282CET4	2,245,000 - -	AA1 - -	2.625% Fixed	05/31/27 M - -	98.90 95.32 95.32	2,220,305 80,327 4.21%	98.79 4.13% M 4.13%	0.8 0.0	0.0 3.5% 3.4%
US TREASURY/ NOTES/ 91282CFH9	1,894,000 - -	AA1 - -	3.125% Fixed	08/31/27 M - -	98.94 98.60 98.60	1,873,961 6,500 3.47%	98.89 4.19% M 4.19%	1.0 0.0	0.0 2.9% 2.9%
US TREASURY/ NOTES/ 91282CBZ3	2,985,000 - -	AA1 - -	1.250% Fixed	04/30/28 M - -	95.10 88.92 88.92	2,838,765 184,637 4.24%	94.98 4.27% M 4.27%	1.7 0.0	0.1 4.4% 4.4%
US TREASURY/ NOTES/ 91282CHX2	2,100,000 - -	AA1 - -	4.375% Fixed	08/31/28 M - -	100.06 101.47 101.76	2,101,218 -29,697 3.61%	100.18 4.28% M 4.28%	1.9 0.0	0.1 3.3% 3.2%
US TREASURY/ NOTES/ 91282CPK1	2,928,000 -	AA1 -	3.500% Fixed	11/15/28 M -	98.19 99.01	2,874,915 -24,086	98.25 4.31% M	2.2 0.1	0.1 4.5%

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
	-	-		-	99.01	3.92%	4.31%		4.4%
US TREASURY/ NOTES/ 91282CDP3	5,075,000 - -	AA1 - -	1.375% Fixed	12/31/28 M - -	93.41 88.22 88.22	4,740,558 263,194 4.06%	93.34 4.32% M 4.32%	2.3 0.1	0.2 7.4% 7.3%
US TREASURY/ NOTES/ 91282CEM9	1,565,000 - -	AA1 - -	2.875% Fixed	04/30/29 M - -	96.21 92.51 92.51	1,505,687 57,923 4.57%	96.28 4.32% M 4.32%	2.6 0.1	0.1 2.4% 2.3%
US TREASURY/ NOTES/ 91282CFC0	5,025,000 - -	AA1 - -	2.625% Fixed	07/31/29 M - -	95.17 94.86 94.86	4,782,343 15,848 3.92%	95.24 4.34% M 4.34%	2.8 0.1	0.2 7.5% 7.4%
US TREASURY/ NOTES/ 91282CLN9	4,910,000 - -	AA1 - -	3.500% Fixed	09/30/29 M - -	97.38 100.24 100.30	4,781,260 -140,334 3.42%	97.52 4.35% M 4.35%	2.9 0.1	0.2 7.5% 7.4%
US TREASURY/ NOTES/ 91282CFT3	3,000,000 - -	AA1 - -	4.000% Fixed	10/31/29 M - -	98.75 99.61 99.61	2,962,380 -26,025 4.09%	98.92 4.36% M 4.36%	3.0 0.1	0.1 4.6% 4.6%
US TREASURY/ NOTES/ 91282CFY2	2,860,000 - -	AA1 - -	3.875% Fixed	11/30/29 M - -	98.32 99.56 99.56	2,812,066 -35,285 4.01%	98.50 4.36% M 4.36%	3.1 0.1	0.1 4.4% 4.3%
US TREASURY/ NOTES/ 91282CGJ4	4,965,000 - -	AA1 - -	3.500% Fixed	01/31/30 M - -	97.02 96.82 96.82	4,817,192 10,056 4.22%	97.20 4.38% M 4.38%	3.2 0.1	0.2 7.5% 7.4%
US TREASURY/ NOTES/ 912828Z94	5,350,000 - -	AA1 - -	1.500% Fixed	02/15/30 M - -	90.68 89.17 89.17	4,851,541 80,771 3.95%	90.69 4.37% M 4.37%	3.3 0.1	0.3 7.6% 7.5%
US TREASURY/ NOTES/ 91282CHW4	4,864,000 - -	AA1 - -	4.125% Fixed	08/31/30 M - -	98.75 102.28 102.78	4,803,005 -172,087 3.51%	98.96 4.41% M 4.41%	3.6 0.2	0.3 7.5% 7.4%
US TREASURY/ NOTES/ 91282CJX0	5,350,000 -	AA1 -	4.000% Fixed	01/31/31 M -	98.05 102.30	5,245,675 -227,151	98.30 4.42% M	4.1 0.2	0.3 8.2%

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
	-	-		-	102.54	3.44%	4.42%		8.1%
US TREASURY/ NOTES/ 91282CKF7	4,200,000 - -	AA1 - -	4.125% Fixed	03/31/31 M - -	98.49 101.34 101.45	4,136,496 -119,892 3.80%	98.75 4.42% M 4.42%	4.1 0.2	0.3 6.5% 6.4%
Certificates of Deposit			3.929%			4,687,607 -12,393 3.93%	 4.20% 4.20%	1.8 0.1	0.1 7.3% 7.2%
TEXAS EXCHANGE BK SSB CD/ CROWLEY TX ACT/365/ 88241TMC1	250,000 - -	- - FDIC	1.100% Fixed	10/29/26 M 09/29/26 P 100.00	99.54 100.00 100.00	248,858 -1,143 1.10%	99.30 4.07% M 4.07%	0.2 0.0	0.0 0.4% 0.4%
DISCOVER BANK CD/ GREENWOOD DE ACT/365/ 254673Z66	200,000 - -	- - FDIC	4.950% Fixed	11/16/26 M - -	100.22 100.00 100.00	200,432 432 4.95%	100.28 3.91% M 3.91%	0.3 0.0	0.0 0.3% 0.3%
UBS BANK USA CD/ SALT LAKE CTY UT ACT/365/ 90348JX96	250,000 - -	- - FDIC	1.150% Fixed	12/08/26 M - -	99.25 100.00 100.00	248,128 -1,873 1.15%	99.00 4.04% M 4.04%	0.3 0.0	0.0 0.4% 0.4%
CALPRIVATE BANK CD/ LA JOLLA CA ACT/365/ 13135NCY4	250,000 - -	- - FDIC	4.050% Fixed	02/16/27 M - -	100.05 100.00 100.00	250,115 115 4.05%	100.05 3.95% M 3.95%	0.5 0.0	0.0 0.4% 0.4%
VALLEY NATL BK WAYNE CD/ WAYNE NJ ACT/365/ 919853KW0	250,000 - -	- - FDIC	4.600% Fixed	03/11/27 M - -	100.28 100.00 100.00	250,705 705 4.60%	100.29 4.09% M 4.09%	0.6 0.0	0.0 0.4% 0.4%
BRADESCO BANK CD/ CORAL GABLES FL ACT/365/ 10421AAT4	250,000 - -	- - FDIC	4.500% Fixed	03/22/27 M - -	100.26 100.00 100.00	250,638 638 4.50%	100.26 4.07% M 4.07%	0.6 0.0	0.0 0.4% 0.4%
BNY MELLON NA CD/ NEW YORK NY ACT/365/ 05584CP59	250,000 - -	- - FDIC	4.600% Fixed	06/01/27 M - -	100.40 100.00 100.00	250,995 995 4.60%	100.38 4.12% M 4.12%	0.8 0.0	0.0 0.4% 0.4%
EAGLEMARK SVGS BK CD/ CARSON CTY NV	250,000 -	- -	4.700% Fixed	07/02/27 M -	100.52 100.00	251,288 1,288	100.48 4.15% M	0.9 0.0	0.0 0.4%

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
ACT/365/ 27004PFE8	-	FDIC		-	100.00	4.70%	4.15%		0.4%
CELTIC BANK CD/ SALT LAKE CTY UT ACT/365/ 15118RTH0	250,000 - -	- - FDIC	2.000% Fixed	12/27/27 M - -	97.27 100.00 100.00	243,180 -6,820 2.00%	97.00 4.21% M 4.21%	1.4 0.0	0.0 0.4% 0.4%
AMERANT BANK NA CD/ CORAL GABLES FL ACT/365/ 02357QCL9	250,000 - -	- - FDIC	4.050% Fixed	03/28/28 M - -	99.78 100.00 100.00	249,445 -555 4.05%	99.69 4.24% M 4.24%	1.6 0.0	0.0 0.4% 0.4%
BANK OF AMERICA NA CD/ CHARLOTTE NC ACT/365/ 06051X6T4	250,000 - -	- - FDIC	3.950% Fixed	04/24/28 M - -	99.63 100.00 100.00	249,075 -925 3.95%	99.54 4.22% M 4.22%	1.6 0.0	0.0 0.4% 0.4%
UNIVEST BANK & TR CO CD/ SOUDERTON PA ACT/365/ 91527PCP0	250,000 - -	- - FDIC	4.300% Fixed	02/28/29 M - -	99.93 100.00 100.00	249,823 -178 4.30%	100.04 4.28% M 4.28%	2.4 0.1	0.0 0.4% 0.4%
BEAL BANK - PLANO TX CD/ PLANO TX ACT/365/ 07371BVU2	250,000 - -	- - FDIC	4.700% Fixed	05/30/29 M - -	100.84 100.00 100.00	252,110 2,110 4.70%	101.06 4.29% M 4.29%	2.6 0.1	0.0 0.4% 0.4%
BEAL BANK USA CD/ LAS VEGAS NV ACT/365/ 07371DR66	250,000 - -	- - FDIC	4.700% Fixed	05/30/29 M - -	100.84 100.00 100.00	252,110 2,110 4.70%	101.06 4.29% M 4.29%	2.6 0.1	0.0 0.4% 0.4%
MORGAN STANLEY PVT BK CD/ PURCHASE NY ACT/365/ 61768E4J9	250,000 - -	- - FDIC	4.650% Fixed	05/30/29 M - -	100.68 100.00 100.00	251,703 1,703 4.65%	100.89 4.31% M 4.31%	2.6 0.1	0.0 0.4% 0.4%
TOYOTA FINL SGS BK CD/ HENDERSON NV ACT/365/ 89235MPR6	250,000 - -	- - FDIC	4.500% Fixed	06/28/29 M - -	100.29 100.00 100.00	250,720 720 4.50%	100.51 4.31% M 4.31%	2.7 0.1	0.0 0.4% 0.4%
MORGAN STANLEY BK NA CD/ SALT LAKE CTY UT ACT/365/ 61690DS33	250,000 - -	- - FDIC	4.250% Fixed	02/26/30 M - -	99.39 100.00 100.00	248,480 -1,520 4.25%	99.73 4.33% M 4.33%	3.2 0.1	0.0 0.4% 0.4%

Description	Qty/Face Rem Prin Factor	Moody's S&P Enhance	Coupon Cpn Type	Redemption Next Call Call Price	Mkt Price Adj Price Orig Price	Mkt Value($) Gain Loss ($) Purch Yld	Yld Price YTW YTM	Duration Convexity	Dur Cont % Fxd Inc % Port
GOLDMAN SACHS BK USA CD/ NEW YORK NY ACT/365/ 38151PMN8	250,000 - -	- - FDIC	4.000% Fixed	04/21/31 M - -	97.96 100.00 100.00	244,905 -5,095 4.00%	98.33 4.39% M 4.39%	4.2 0.2	0.0 0.4% 0.4%
STATE BANK OF INDIA CD/ NEW YORK NY ACT/365/ 856288FQ3	250,000 - -	- - FDIC	4.000% Fixed	04/22/31 M - -	97.96 100.00 100.00	244,900 -5,100 4.00%	98.33 4.39% M 4.39%	4.2 0.2	0.0 0.4% 0.4%
Fixed income statistics total			**3.167%**			**64,017,614** **-34,120** **3.85%**	**4.32%** **4.32%**	**2.7** **0.1**	**2.7** **100.0%** **98.8%**

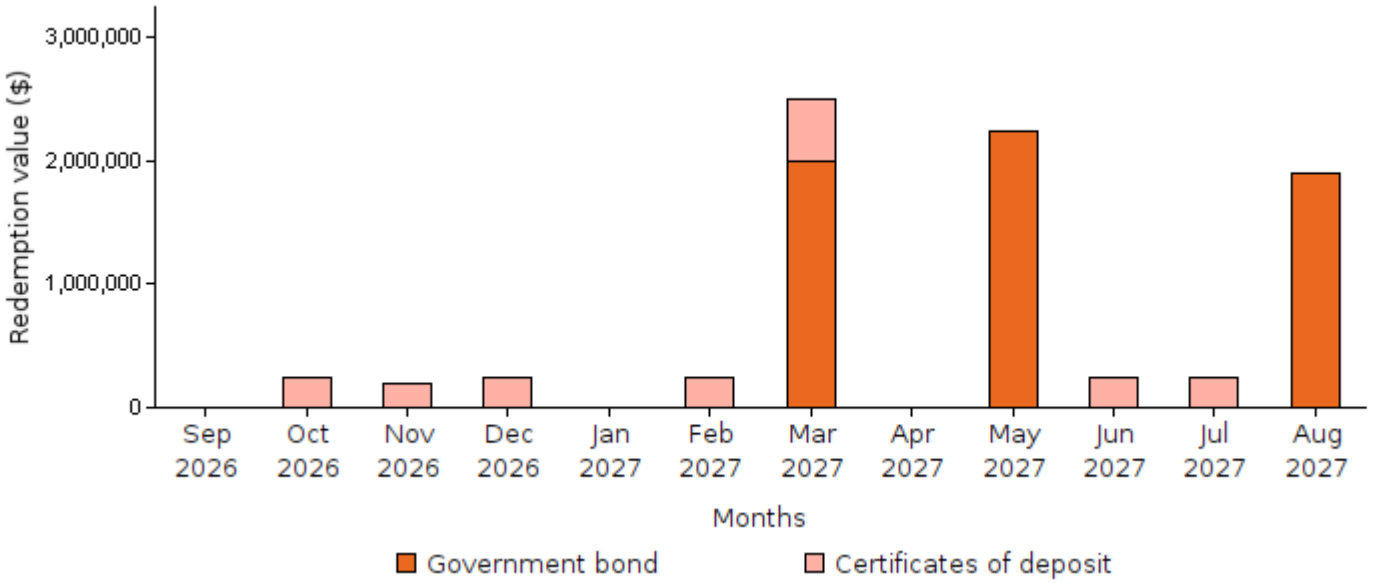
Total portfolio value: $64,763,381

**Indicates that this holding is insured by a credit agency but the specific insurer is unknown.
Rem Prin - Remaining Principal is the amount of principal which, as of a given date, has not yet been paid on a fixed income security (original face value multiplied by the factor).
Factor represents the portion of principal remaining on a security subject to principal prepayments (such as a mortgage-backed security). A factor of .87654321 on an original face of $100,000 would indicate that $87,654.32 in principal remained.
Enhance - Indicates that there is a form of credit enhancement such as collateralization or bond insurance which may vary in credit quality. The ratings displayed are the higher of the credit rating of the bond insurer or of the underlying credit of the issuer. Acronyms indicate insurance or type of collateral. Please see the Important Information section at the end of this report.
CDs are subject to insurance limits through FDIC.
The coupon rate is the interest rate stated on a bond, note or other fixed income security, expressed as a percentage of the principal. Adjustable rate coupon securities will be shown at the current coupon rate if known; actual coupon rates may vary. There is no assurance that coupons will be paid. Past Performance is not a guarantee of future results. Range Notes will carry a coupon of 0%.
Coupon Types: Adj (Adjustable rate), Fixed (Fixed rate), Step (Step up or down), Struct (Structured Product Securities), Zero (Zero Coupon), PIK (Payment-in-kind)
Redemption is the date the security is scheduled to be redeemed. Types: M - maturity, R - refunded, T - mandatory tender/put, P - perpetual (displays date of report plus sixty years), D - Dutch auction or optional tender, A - estimated average life of prepaying securities.
Next call is the next date, prior to maturity, on which a callable security may be redeemed by the issuer. Call Price is the price, specified at issuance, at which a bond or preferred stock can be redeemed.
Call Types: C - Optional Premium Call, P - Optional Par Call.
Adjusted Price is the original price adjusted for accretion for a discount and amortization for a premium.
Purchase Yield is the yield to worst based on original price and purchase date.
Yield Price is the most recent month-end market price which is used to calculate yields, duration, convexity, etc.
YTW - Yield to Worst indicates the lowest of yields to calls or the yield to maturity, calculated at yield price and not at current market price. The Yield Code next to YTW indicates the date/price to which the yield has been calculated. Codes: C = next call, P = par call, W = middle call, R = pre-refunding, M = maturity of issue, A = estimated average life on principal paydown securities, T = next mandatory put/tender, F = called in full.
YTM (Yield to Maturity) is calculated to the redemption date based on the yield price and not on current market price.
Duration - Duration, where available, is Modified Duration. It is used to provide a measurement of price volatility. For example, a duration of 4 means that a shift in prevailing rates 100 basis points (1%) in a 1 year period should shift the price in the opposite direction by 4%. Duration will not be calculated on Structured Products or other securities for which required data is not available. Modified Duration, unlike Effective Duration, assumes cash flows do not change and does not take into account embedded call options.
Convexity - Convexity measures the speed with which the duration will change with movements in interest rates. For example, on a bond with negative convexity, the duration will shorten with falling interest rates which will reduce the impact of duration of this security on the portfolio. Convexity is reflected at both the security level and at the subtotal level for fixed income classification calculated as a weighted average.

Duration Contribution - The duration contribution is the impact of this bond's duration on the fixed income portion of the portfolio. Example, if bond has a duration of 3 and its market value is 5% of the fixed income, the duration contribution will be 0.15 (3 x .05).
For more information including fixed income analysis details, please see the Important Information section at the end of this report.

Redemption Distribution Rolling 12 Months

As of 08/31/2026 for XXXX7847 - CITY OF MALIBU



Redemption values are stated in thousands ($)

Description	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027	Jul 2027	Aug 2027	Total Principal
Government bond	-	-	-	-	-	-	2,000	-	2,245	-	-	1,894	6,139
Certificates of deposit	-	250	200	250	-	250	500	-	-	250	250	-	1,950
Redemption distribution rolling 12 months total	**-**	**250**	**200**	**250**	**-**	**250**	**2,500**	**-**	**2,245**	**250**	**250**	**1,894**	**8,089**

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

Total portfolio value: $64,763,381

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

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

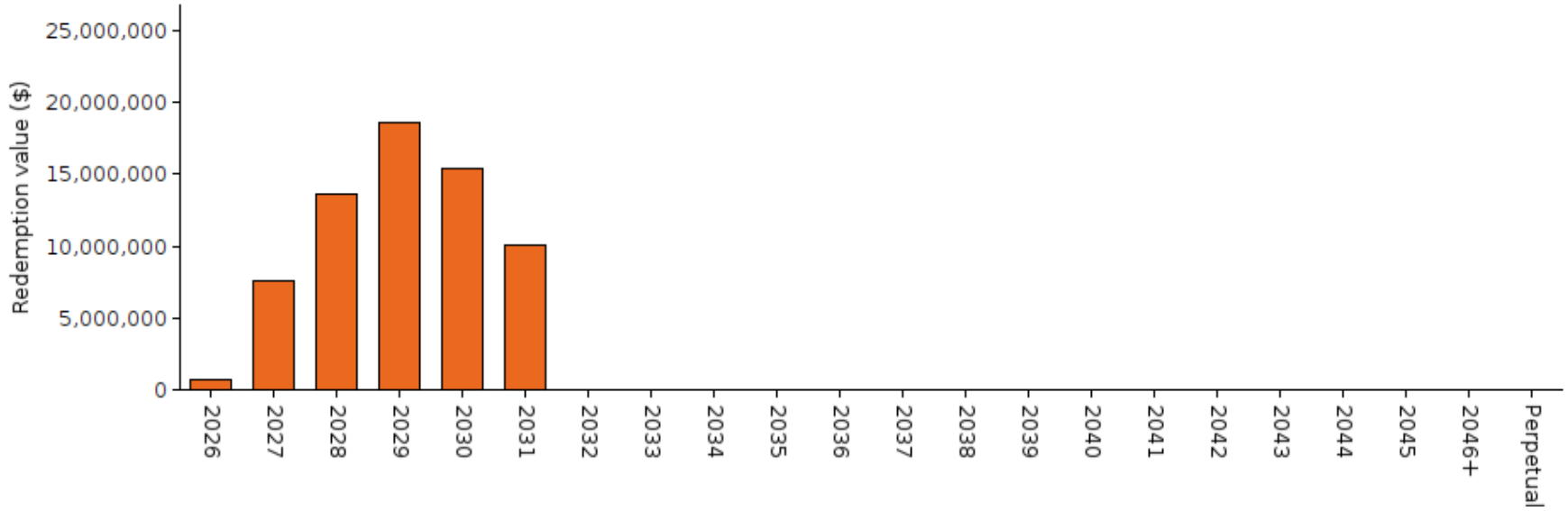
Mortgage Backed Securities display the total remaining principal on pass-through securities and collateralized mortgage obligations (CMOs), which are not represented in the table due to uncertain schedule of principal payments.

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

Fixed Income Redemption Distribution: w/Holding(s)

As of 08/31/2026 for XXXX7847 - CITY OF MALIBU

Coupon subtotals and totals are weighted averages based on redemption value



Description	Redemption date	Redemption price ($)	Redemption value ($)	Coupon	Weighted average coupon remaining
2026			**700,000**	**2.218%**	**3.154%**
TEXAS EXC 1.10% 102926 (CUSIP: 88241TMC1)	10/29/26 M	100.00	250,000	1.100%	3.152%
DISCOVER 4.95% 111626 (CUSIP: 254673Z66)	11/16/26 M	100.00	200,000	4.950%	3.138%
UBS BANK 1.15% 120826 (CUSIP: 90348JX96)	12/08/26 M	100.00	250,000	1.150%	3.151%
2027			**7,639,000**	**3.001%**	**3.163%**
CALPRIVAT 4.05% 021627 (CUSIP: 13135NCY4)	02/16/27 M	100.00	250,000	4.050%	3.140%
VALLEY NAT 4.6% 031127 (CUSIP: 919853KW0)	03/11/27 M	100.00	250,000	4.600%	3.138%
BRADESCO B 4.5% 032227 (CUSIP: 10421AAT4)	03/22/27 M	100.00	250,000	4.500%	3.139%
UST NTS 2.5% 033127 (CUSIP: 91282CEF4)	03/31/27 M	100.00	2,000,000	2.500%	3.164%
UST NTS 2.625% 053127 (CUSIP: 91282CET4)	05/31/27 M	100.00	2,245,000	2.625%	3.162%
BNY MELLON 4.6% 060127 (CUSIP: 05584CP59)	06/01/27 M	100.00	250,000	4.600%	3.138%

Description	Redemption date	Redemption price ($)	Redemption value ($)	Coupon	Weighted average coupon remaining
EAGLEMARK 4.7% 070227 (CUSIP: 27004PFE8)	07/02/27 M	100.00	250,000	4.700%	3.138%
UST NTS 3.125% 083127 (CUSIP: 91282CFH9)	08/31/27 M	100.00	1,894,000	3.125%	3.144%
CELTIC BANK 2% 122727 (CUSIP: 15118RTH0)	12/27/27 M	100.00	250,000	2.000%	3.148%
2028			**13,588,000**	**2.366%**	**3.346%**
AMERANT B 4.05% 032828 (CUSIP: 02357QCL9)	03/28/28 M	100.00	250,000	4.050%	3.140%
BANK OF A 3.95% 042428 (CUSIP: 06051X6T4)	04/24/28 M	100.00	250,000	3.950%	3.141%
UST NTS 1.25% 043028 (CUSIP: 91282CBZ3)	04/30/28 M	100.00	2,985,000	1.250%	3.234%
UST NTS 4.375% 083128 (CUSIP: 91282CHX2)	08/31/28 M	100.00	2,100,000	4.375%	3.103%
UST NTS 3.5% 111528 (CUSIP: 91282CPK1)	11/15/28 M	100.00	2,928,000	3.500%	3.127%
UST NTS 1.375% 123128 (CUSIP: 91282CDP3)	12/31/28 M	100.00	5,075,000	1.375%	3.291%
2029			**18,610,000**	**3.421%**	**3.035%**
UNIVEST BA 4.3% 022829 (CUSIP: 91527PCP0)	02/28/29 M	100.00	250,000	4.300%	3.140%
UST NTS 2.875% 043029 (CUSIP: 91282CEM9)	04/30/29 M	100.00	1,565,000	2.875%	3.150%
BEAL BANK 4.7% 053029 (CUSIP: 07371DR66)	05/30/29 M	100.00	500,000	4.700%	3.132%
MORGAN ST 4.65% 053029 (CUSIP: 61768E4J9)	05/30/29 M	100.00	250,000	4.650%	3.138%
TOYOTA FIN 4.5% 062829 (CUSIP: 89235MPR6)	06/28/29 M	100.00	250,000	4.500%	3.139%
UST NTS 2.625% 073129 (CUSIP: 91282CFC0)	07/31/29 M	100.00	5,025,000	2.625%	3.187%
UST NTS 3.5% 093029 (CUSIP: 91282CLN9)	09/30/29 M	100.00	4,910,000	3.500%	3.115%
UST NTS 4% 103129 (CUSIP: 91282CFT3)	10/31/29 M	100.00	3,000,000	4.000%	3.103%
UST NTS 3.875% 113029 (CUSIP: 91282CFY2)	11/30/29 M	100.00	2,860,000	3.875%	3.111%
2030			**15,429,000**	**3.016%**	**3.183%**
UST NTS 3.5% 013130 (CUSIP: 91282CGJ4)	01/31/30 M	100.00	4,965,000	3.500%	3.115%
UST NTS 1.5% 021530 (CUSIP: 912828Z94)	02/15/30 M	100.00	5,350,000	1.500%	3.289%
MORGAN ST 4.25% 022630 (CUSIP: 61690DS33)	02/26/30 M	100.00	250,000	4.250%	3.140%
UST NTS 4.125% 083130 (CUSIP: 91282CHW4)	08/31/30 M	100.00	4,864,000	4.125%	3.066%
2031			**10,050,000**	**4.052%**	**2.981%**
UST NTS 4% 013131 (CUSIP: 91282CJX0)	01/31/31 M	100.00	5,350,000	4.000%	3.068%
UST NTS 4.125% 033131 (CUSIP: 91282CKF7)	03/31/31 M	100.00	4,200,000	4.125%	3.077%
GOLDMAN SACH 4% 042131 (CUSIP: 38151PMN8)	04/21/31 M	100.00	250,000	4.000%	3.141%
STATE BANK O 4% 042231 (CUSIP: 856288FQ3)	04/22/31 M	100.00	250,000	4.000%	3.141%
Fixed income redemption distribution total			**66,016,000**	**3.144%**	**0.000%**

Redemption value (remaining principal) of mortgage backed securities: $0
Market value of securities with undefined redemption value: $0

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

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

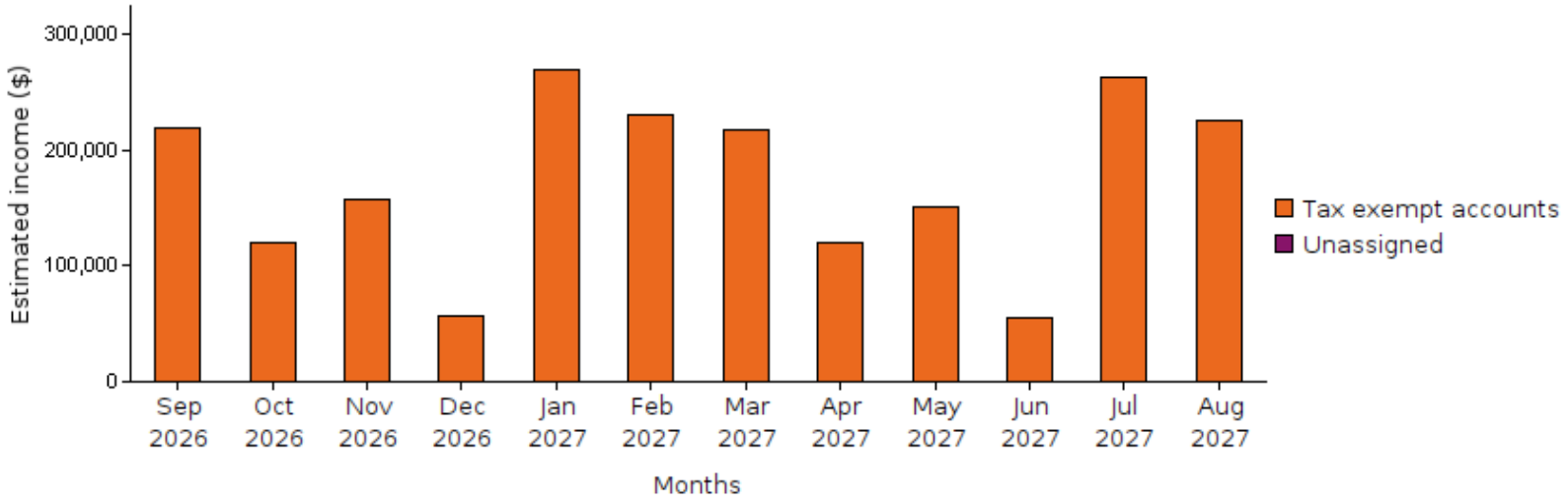
Securities with undefined redemption value, such as mandatory convertible securities and structured products (other than those with 100% principal protection), do not have a defined redemption value and are not represented in the bar charts. The market value of these securities is displayed beneath the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

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

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

Estimated Income Summary

As of 08/31/2026 for XXXX7847 - CITY OF MALIBU



	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027	Jul 2027	Aug 2027	Annualized Estimated income ($)
Tax exempt accounts	218,225	120,175	156,604	56,131	269,389	229,973	217,348	119,674	151,167	55,843	263,422	224,870	2,082,821
Money market fund	2,287	2,287	2,287	2,287	2,287	2,287	2,287	2,287	2,287	2,287	2,287	2,287	27,443
Certificates of deposit	18,388	16,735	18,199	18,954	7,261	11,710	17,511	16,234	12,762	18,665	1,295	6,607	164,321
Government bond	197,550	101,153	136,118	34,891	259,841	215,976	197,550	101,153	136,118	34,891	259,841	215,976	1,891,058
Unassigned													
Not available													
Cash alternative													
Estimated income total	218,225	120,175	156,604	56,131	269,389	229,973	217,348	119,674	151,167	55,843	263,422	224,870	2,082,821

Total Portfolio Value: $64,763,381

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

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

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

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

Important Information

Accounts Included:

Internal Accounts

XXXX7847 [P] CITY OF MALIBU

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

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

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

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

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

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

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

Alternative Investment Reporting Important Considerations

Cost basis and gain/loss information for certain alternative investments may be inaccurate due to system limitations in processing reinvested income and tax lot adjustments, as well as manual coding for certain investments. These factors can result in incomplete or misstated values. Because these reporting timelines may extend several months or longer, this information should not be relied upon for tax reporting; clients should refer to official tax documents and consult their investment professional.

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

Asset Classification

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

Account Return Methodology

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

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

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

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

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

Fixed Income Securities (Bonds)

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

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

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

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

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

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

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

Term: Short-term bonds have effective maturities of five years or less, intermediate bonds have effective maturities between five and ten years;

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

Credit Quality Ratings: Bond rating firms, such as Moody's and Standard & Poor's, use different designations consisting of upper- and lower-case letters 'A' and 'B' to identify a bond's credit quality rating. 'AAA' and 'AA' (high credit quality) and 'A' and 'BBB' (medium credit quality) are considered investment grade. Credit ratings for bonds below these designations ('BB', 'B', 'CCC', etc.) are considered low credit quality, and are commonly referred to as junk bonds.

Fixed Income Analysis

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

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

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

City Council Meeting
09-28-26
Item 1.B.5.

Council Agenda Report

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

Prepared by: Kelsey Pettijohn, City Clerk

Reviewed by: Alicia Freeman, Human Resources Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 8, 2026 Meeting date: September 28, 2026

Subject: City's Conflict of Interest Code

RECOMMENDED ACTION: Adopt Resolution No. 26-64 adopting the City's Conflict of Interest Code and repealing Resolution No. 24-58.

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

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Government Code Section 87300 requires the City to adopt a Conflict of Interest Code, which will be reviewed biennially. The City's Conflict of Interest Code was last amended on November 25, 2024.

Government Code Section 87200 designates the officials required to file statement of economic interests. Malibu officials include City Councilmembers, City Manager, City Attorney, Planning Commissioners and City Treasurer. Additionally, the City's Conflict of Interest Code must designate the positions within the City involved in the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest. Since 2024, additional job specifications have been approved by the City Council through the Fiscal Year 2025-26 and 2026-27 budget process that are in decision making roles that could have influence on financial interests of the organization.

For the City's Conflict of Interest Code to be consistent with authorized positions, Resolution No. 26-64 adds the following classification titles for positions which participate in making decisions that may foreseeably have a material effect on financial interests:

- Assistant Community Development Director
- Building Official
- Community Development Director
- Deputy Community Development Director
- Deputy Public Works Director
- Emergency Services Manager
- Public Works Administration Manager

The following classifications have been removed as they are no longer authorized positions:

- Assistant Planning Director
- Environmental Sustainability Director/Building Official
- Planning Director

Newly designated positions will be required to file within 30 days of assuming office. The filing is done through a Statement of Economic Interest (Form 700).

ATTACHMENTS: Resolution No. 26-64

RESOLUTION NO. 26-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU ADOPTING THE CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 24-58

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

SECTION 1. Recitals.

A. The Political Reform Act, Government Code sections 81000, et seq., requires the adoption of a conflict of interest code and biennial review.

B. Government Code Section 87306 requires every agency to amend its conflict of interest code when changes occur, which include the creation of new positions that must be designated positions, the deletion of old positions and relevant changes in the duties assigned to existing positions.

C. Section 2 accurately sets forth those positions which should be designated and the categories of financial interests, which should be made reportable.

SECTION 2. The City requires full disclosure for the positions listed below, which participate in making decisions that may foreseeably have a material effect on financial interests. Full Disclosure includes all interests in real property in the City of Malibu, as well as investments, business positions, and sources of income, including gifts, loans, and travel payments.

Assistant City Attorney
Assistant City Clerk
Assistant City Manager
Assistant Community Development Director
Assistant Engineer
Assistant Public Works Director/City Engineer
Assistant to the City Manager
Associate Civil Engineer
Associate Engineer
Building Inspector
Building Official
City Biologist
City Clerk
City Geologist
Code Enforcement Manager
Code Enforcement Officer
Community Development Director
Community Services Deputy Director
Community Services Director
Consultants*
Deputy City Manager
Deputy Community Development Director
Deputy Public Works Director
Development and Operations Manager

Environmental Programs Manager
Deputy Building Official
Environmental Health Administrator
Emergency Services Manager
Financial Controller
Human Resources Manager
Information Systems Administrator
Information Systems Manager
Mobilehome Park Rent Stabilization Commissioners
Plan Check Engineer
Principal Planner
Public Safety Director
Public Safety Manager
Public Works Administration Manager
Public Works Director
Public Works Inspector
Public Works Superintendent
Recreation Manager
Senior Building Inspector
Senior Code Enforcement Officer
Senior Plan Check Engineer
Senior Planner
Senior Public Works Inspector
Supervising Building Inspector
Supervising Permit Services Technician

Additional positions required to provide full disclosure pursuant to Government Code Section 87200 include:

City Attorney
City Council
City Manager
City Treasurer
Planning Commissioners

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination must include a description of the consultant's duties and, based upon the description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and must be retained for public inspection in the same manner and location as this Conflict of Interest Code.

SECTION 3. Resolution No. 24-58 is hereby repealed.

SECTION 4. 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 ___ day of _____ 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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TREVOR RUSIN, Interim City Attorney

City Council Meeting
09-28-26
Item
1.B.6

Council Agenda Report

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

Prepared by: Angela Loera, Senior Management Analyst

Reviewed by: Christopher Smith, Assistant City Manager
Alicia Freeman, Human Resources Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 15, 2026 Meeting date: September 28, 2026

Subject: Senior Management Analyst and Management Specialist Positions

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RECOMMENDED ACTION: Review and approve the proposed classification and staffing changes within the City Clerk and Public Safety Departments to support departmental operations, enhance project management capacity, and maintain City service delivery expectations.

The proposed changes include:

1. City Clerk Department
   - Reclassify 1.0 FTE Administrative Assistant to Management Specialist. The proposed reclassification reflects changes in the scope, complexity, and volume of work assigned to the position and will provide additional professional-level support to meet the operational needs of the City Clerk Department.

2. Public Safety Department
   - Add 1.0 FTE Senior Management Analyst. The Public Safety Department currently has 1.0 FTE Senior Management Analyst. Staff proposes funding for an additional 1.0 FTE Senior Management Analyst dedicated to and funded by the Automated Speed Safety Camera System Pilot Program.

FISCAL IMPACT: Funding for these positions was not included in the FY 2026–27 Adopted Budget. Because the fiscal year is underway, staff are requesting prorated

amounts rather than the full annual funds of $175,697 for the Senior Management Analyst position and a differential of $2,702 for the Management Specialist position.

Requested appropriations:

- $87,849 for the Senior Management Analyst position in Account No. 100-7021-4101-00 (Full-Time Salaries & Benefits).
- $1,351 for the Management Specialist position in Account No. 100-7007-4101-00 (Full-Time Salaries & Benefits). The remaining funds allocated for the Administrative Assistant position will be used to offset costs associated with the Management Specialist position.

STRATEGIC PRIORITY: These items support the City's 2025-2028 Strategic Plan goals.

DISCUSSION: Human Resources, in coordination with the department leadership, conducted a review of the job classifications to ensure alignment with current operational needs, organizational structure, and service delivery expectations.

The proposed reclassification within the City Clerk Department aligns the position with the Management Specialist classification to reflect changes in the scope, complexity, and volume of work, as well as the evolving technical and operational demands and service needs of both internal and external stakeholders. Specifically, the duties and complexity of fulfilling public information requests calls for a position with foundational analytical skills.

The proposed funding within the Public Safety Department for an additional Senior Management Analyst position will provide support to the Automated Speed Safety Camera System Pilot Program. The position will provide analytical, administrative, and program support, including data analysis; development of program progress reports; coordination of administrative appeals; financial analysis and monitoring of program revenues and expenditures; development and administration of the community service program; scheduling and coordination of monthly administrative hearings; contract management; and other related program responsibilities. These functions are critical to the effective administration and evaluation of the pilot program and will support the City's ability to monitor program performance, assess its impact, and provide regular updates to the community and the State of California.

ADMINISTRATION AND FINANCE SUBCOMMITTEE: This matter was reviewed by the Administration and Finance Subcommittee on September 15, 2026. The Subcommittee approved the proposal for reclassification of the Administrative Assistant position to a Management Specialist position in the City Clerk Department. As well as the addition of a Senior Management Analyst position in the Public Safety Department.

ATTACHMENTS:

1. Senior Management Analyst – Job Description
2. Management Specialist – Job Description

CITY OF MALIBU

SENIOR MANAGEMENT ANALYST
Class Description
Established: July 2024
Revised: N/A

FLSA: Non-Exempt

DEFINITION

Under general direction, provides administrative, programmatic, budgetary, grant, and work-flow support to an assigned department; analyzes departmental practices and procedures and makes recommendations for organizational, operational, policy and procedural improvements; develops, summarizes, and maintains programmatic, administrative and fiscal records; directs, oversees, and manages one or more department specific programs, special projects and studies, and performs related administrative support functions; fosters cooperative working relationships among City departments and acts as liaison to various community, public, and regulatory agencies; performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management personnel. Exercises technical and functional direction over and provides training to lower-level staff.

CLASS CHARACTERISTICS

This is the advanced journey-level classification in the Management Analyst series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform assigned duties. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists in developing goals, objectives, policies, procedures, work standards, and administrative control systems.
- Coordinates, oversees, and performs professional-level administrative work in such areas as program and budget development and administration, grants, purchasing, contract administration, management analysis, public information, and program evaluation.
- Provides administrative support to assigned department, division, and/or commission; takes on the role of Recording Secretary/Clerk of the Board at commission meetings; prepares agendas, and updates applicable web pages,
- Develops and administers program, division, department and/or capital project budgets, gathers and analyzes revenue and expense data and information; reviews departmental budget submittals for accuracy, completeness, and the appropriate allocation of funds; develops budgetary recommendations including forecasts of funding needed for staffing, equipment, and materials; prepares justifications for changes, new services, or additional costs.

- Researches, recommends, and prepares grant applications; administers grant programs including preparing, analyzing, and tracking grant reports, reimbursements, and other financial information; prepares written reports as required by permitting or granting agencies; ensures compliance with grant requirements.
- Leads the development and implementation of key departmental and City projects related to the goals and functions of the department.
- Prepares and submits agenda reports, resolutions, ordinances, and correspondence regarding assigned activities.
- Develops and manages requests for proposals as well as bids for projects and/or services; prepares specifications, solicitations, and requests for qualifications; obtains, reviews, and maintains bid results; negotiates agreements; supports the monitoring and administration of contracts.
- Receives, reviews, and responds to requests for documents including subpoenas; oversees and maintains accurate records and files; provides for storage of records and retention schedules.
- Conducts a variety of analytical and operational studies regarding departmental and programmatic activities; evaluates alternatives, makes recommendations, and assists with the implementation of procedural, administrative and/or operational changes after approval.
- Plans, organizes, and oversees special projects that require coordination with and direction of contract consultants.
- Participates on a variety of interdisciplinary committees and commissions and represents the City to a variety of community and stakeholder groups.
- Communicates orally, in writing or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups and representatives of various organizations.
- Acts as liaison to the public; responds to telephone and website inquiries.
- Observes and complies with all City and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:
Equivalent to a bachelor's degree from an accredited college or university with major coursework in business or public administration, accounting, economics, or a related field.

Experience:
Five (5) years of increasingly responsible administrative, budgetary, operational, and/or program management experience.

Licenses and Certifications:
- Possession of a valid California Driver's License and a satisfactory driving record, to be maintained throughout employment.

Knowledge of:
- Principles of providing functional direction and training.

- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of project and/or program management including planning, development, implementation, monitoring, and evaluation.
- City-wide as well as departmental and divisional administrative procedures, practices, and principles.
- Budget development, monitoring and tracking techniques.
- Records management principles and practices.
- Basic organization and function of public agencies, including the role of an elected City Council and appointed boards and commissions.
- Advanced principles and practices of business and public administration as applied to city-wide operations, programs, projects, and activities.
- Advanced principles and techniques of conducting analytical studies, evaluating alternatives, making sound recommendations, and preparing and presenting effective and technical reports.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service, by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Plan, organize, and coordinate the work of assigned staff.
- Effectively provide staff leadership and work direction.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Develop, implement, and administer administrative services for a department or unit.
- Coordinate and oversee departmental and programmatic administrative, budgeting, and fiscal reporting activities.
- Plan and conduct effective management, administrative, and operational studies.
- Maintain and direct the maintenance of accurate records and files in both hard copy and computer format.
- Work with contract consultants on a project basis.
- Make accurate arithmetic, financial, and statistical computations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies, and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Prepare clear and concise reports, correspondence, documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.

- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

DISASTER SERVICE WORKER

In accordance with California Government Code Section 3100, City of Malibu employees are considered disaster service workers and may be asked to respond in the event of an emergency or natural disaster.

CITY OF MALIBU

MANAGEMENT SPECIALIST
Class Description
Date Established: May 2024
Date Revised: July 2024

FLSA: Non-Exempt

DEFINITION

Under general supervision provides technical, administrative, programmatic, budgetary, grant and work-flow support to an assigned department; develops, summarizes and maintains programmatic, administrative and fiscal records; conducts research, compiles data, and makes recommendations for organizational, operational, policy and procedural improvements; provides technical assistance for one or more department specific programs, special projects and studies and performs related administrative support functions; coordinates assigned programs, projects and services with other departments, divisions and outside agencies; performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This journey-level classification is responsible for independently performing complex technical and administrative duties in support of departmental programs, budget development and maintenance, special projects, and studies. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

This class is distinguished from the Management Analyst in that the latter performs professional level administrative, programmatic, budgetary, grant and workflow support to an assigned department.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Conducts and carries out complex technical and administrative assignments; researches, compiles, and organizes information and data from various sources on a variety of specialized topics related to assigned department; prepares technical reports; performs and conducts studies and special projects.
- Participates in planning, coordinating, implementing, and promoting assigned programs, projects, and initiatives; participates in the development and implementation of goals, objectives, policies, procedures, and priorities.

- Assists in the development and administration of program, division, department and/or capital project budgets; monitors revenue and expenditures; compiles and reviews departmental budget submittals for accuracy and completeness; assists with preparing justifications for changes, new services, or additional costs.
- Assists with preparing grant applications and administering grant programs including gathering data for grant reports and reimbursements; assists with preparation of written reports as required by permitting or granting agencies.
- Assists in the preparation of requests for proposals and bids; reviews and verifies compliance documentation; maintains copies of contracts, bid documents, proposals, and related information.
- Receives, reviews, and responds to requests for documents including subpoenas; oversees and maintains accurate records and files; provides for storage of records and retention schedules.
- Independently composes, types, edits, and proofreads a variety of documents, including forms, memos, administrative, statistical, financial, and staff reports, and correspondence for department management and staff; verifies and reviews forms and reports for completeness and conformance with established regulations and procedures; applies departmental and program policies and procedures in determining completeness of applications, records, and files.
- Screens calls, visitors, and incoming mail and emails; assists and directs the public to appropriate locations and/or staff; responds to complaints and requests for information; interprets and applies regulations, policies, procedures, systems, rules, and precedents in response to inquiries and complaints from the public.
- Observes and complies with all City and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:
Equivalent to an associate degree from an accredited college or university with major coursework in business or public administration, accounting, or a related field.

Experience:
Three (3) years of increasingly responsible and complex administrative and program support experience.

Licenses and Certifications:
None required.

Knowledge of:
- City-wide as well as departmental and divisional administrative procedures, practices, and principles.
- Basic principles and techniques of research, data collection, and report preparation.
- Methods and techniques of preparing technical reports.

- Basic arithmetic and statistical techniques.
- Basic principles of contract administration.
- Budget development, monitoring and tracking techniques.
- Records management principles and practices.
- Basic organization and function of public agencies, including the role of an elected City Council and appointed boards and commissions.
- Principles and practices of business and public administration as applied to citywide operations, programs, projects, and activities.
- Principles and techniques of conducting studies, evaluating alternatives, making sound recommendations, and preparing and presenting effective and technical reports.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service, by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Research, conduct basic analyses, and summarize information from a variety of sources; and prepare reports.
- Conduct effective administrative and operational studies.
- Maintain accurate records and files in both hard copy and computer format.
- Make accurate arithmetic, financial and statistical computations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Prepare clear and concise reports, correspondence, documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS

Subject to any reasonable accommodations that is required by the American and Disabilities Act (ADA) or California Disabled Persons Act (CDPA).

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing divisional policies and procedures.

DISASTER SERVICE WORKER

In accordance with California Government Code Section 3100, City of Malibu employees are considered disaster service workers and may be asked to respond in the event of an emergency or natural disaster.

City Council Meeting
09-28-26
Item
1.B.7

Council Agenda Report

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

Prepared by: Angela Loera, Senior Management Analyst

Reviewed by: Christopher Smith, Assistant City Manager
Alicia Freeman, Human Resources Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 15, 2026 Meeting date: September 28, 2026

Subject: Adoption of Revised Job Classifications to Support Operational Efficiencies

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RECOMMENDED ACTION: Adopt the proposed revised job classifications to support departmental reorganization and operational efficiencies within the Public Works Department.

FISCAL IMPACT: There is no fiscal impact on adjusting these revised job classifications.

STRATEGIC PRIORITY: This item supports the City's 2025-2028 Strategic Plan goals.

DISCUSSION: Human Resources, in coordination with the City Manager's Office, conducted a review of the job classification for the Public Works Director/City Engineer position and Assistant Public Works Director/Assistant City Engineer position to ensure the City is able to attract the most competitive pool of candidates as well as better reflect the expanded scope of responsibilities within the Public Works Department with the addition of Environmental Programs to the department.

The proposed revisions would rename the Public Works Director/City Engineer classification to Public Works Director and the Assistant Public Works Director/Assistant City Engineer classification to Assistant Public Works Director/City Engineer. Under the proposed structure, the Public Works Director will no longer be required to possess a valid California Professional Engineer (PE) registration. However, the certification will remain as highly desirable within the classification qualifications. Instead, the PE registration requirement would apply to the Assistant Public Works Director/City Engineer who would

assume the City Engineer responsibilities. Additionally, the City has several key positions that require a PE certification, including the City's Building Official in Community Development and the Assistant Director and four engineer positions in Public Works.

As part of this analysis, staff reviewed Public Director positions in several regional cities and found that many do not require the PE certification. The proposed revisions are consistent with practices utilized by comparable public agencies such as Agoura Hills, Beverly Hills, Calabasas, Camarillo, Culver City, Laguna Beach, Manhattan Beach, Redondo Beach and Thousand Oaks. It also enables an organizational structure that distinguishes overall departmental leadership from the technical and professional responsibilities of the City Engineer.

ADMINISTRATION AND FINANCE SUBCOMMITTEE: This matter was reviewed by the Administration and Finance Subcommittee on September 15, 2026. The Subcommittee approved the proposal and recommended that the City Council adopt the proposed revised job classifications for the Public Works Director/City Engineer and the Assistant Public Works Director/Assistant City Engineer.

ATTACHMENTS:

1. Public Works Director – Revised Job Description
2. Assistant Public Works Director/City Engineer – Revised Job Description

CITY OF MALIBU
PUBLIC WORKS DIRECTOR
Class Description
Established: July 2013
Revised: September 2026
FLSA: Exempt

DEFINITION

Under administrative direction, plans, directs, manages and oversees the activities and operations of the Public Works department including engineering, capital improvement project design and construction, transportation, streets and traffic control, flood plain management, solid waste management, stormwater and wastewater operations and management, management and implementation of assessment districts, and facility, equipment and infrastructure maintenance; fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to City management staff and City Council in areas of expertise; performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. Exercises direct supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a department director classification that oversees, directs, and participates in all activities of the Public Works Department including short- and long-term planning as well as development and administration of department policies, procedures, and services. This class provides assistance to the City Manager and/or Assistant City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, City functions and activities, including the role of the City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering the City's mission, goals, and objectives within general policy guidelines.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assumes full management responsibility for all programs, services, and activities of the Public Works Department including providing oversight and administrative direction to Assistant Director of Public Works/City Engineer and related duties and responsibilities.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the Public Works Department.
- Establishes, within City policy, appropriate service, and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.

- Manages and participates in the development and administration of the Department's operating and capital improvement budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures and implements budgetary adjustments as necessary.
- Assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Oversees traffic engineering and transportation planning activities; develops local, State and Federal funding sources for such activities.
- Oversees the provision of contracted services; prepares specifications and requests for proposal; evaluates bids and makes recommendations for contract aware; manages and administers contract to ensure compliance with contractual obligations and approved budget.
- Plans, directs, and coordinates the Public Works Department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to department programs, policies, and procedures as appropriate.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public services.
- Represents the Public Works Department to other City departments, elected officials, and outside agencies; coordinates department activities with those of other departments and outside agencies and organizations.
- Directs and participates in the preparation, review, and presentation of reports; provides recommendations to the City Manager, City Council, various boards as required; manages special projects as assigned by the City Manager.
- Receives, investigates, and responds to the most difficult and sensitive complaints, inquiries, and requests for services and takes necessary action to resolve.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Ensures staff observe and comply with all City and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:
Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:
Equivalent to a bachelor's degree from an accredited college or university with major coursework in civil engineering or a related field.

Experience:
Eight (8) years of increasing responsible public works and/or construction management experience, including four (4) years of administrative, supervisory and management experience.

Licenses and Certifications:

- Possession of a valid California Driver's License and a satisfactory driving record, to be maintained throughout employment.
  Possession of a valid California registration as a Professional Engineer (PE), highly desirable.

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the Public Works Department.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Administrative principles, practices, and methods including goal setting, program development, implementation and evaluation, policy and procedure development, quality control, and work standards.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- General principles of risk management related to the functions of the assigned area.
- Principles, practices, techniques, procedures and standards of capital improvement engineering, design, construction, inspection, funding, and long-term maintenance.
- Principles and concepts of municipal infrastructure maintenance, repair, and replacement.
- Principles and practices of budget development and administration.
- Modern and complex principles and practices of program development and administration.
- Technical, legal, financial, and public relations problems associated with the management of public works programs.
- Grant application and administration.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols
- Techniques for providing a high level of customer service, by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative, management, and professional leadership for the Public Works Department.
- Plan, organize, administer, coordinate, review, and evaluate a comprehensive public work design, engineering, construction, and maintenance program.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Conduct effective negotiations with governmental agencies, contractors, vendors, and various business, professional, regulatory, and legislative organizations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

- Make accurate arithmetic, financial and statistical computations.
- Direct the maintenance of and maintain accurate records and files.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Prepare clear and concise reports, correspondence, documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS

Subject to any reasonable accommodations that is required by the American and Disabilities Act (ADA) or California Disabled Persons Act (CDPA).

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

When assigned to field work, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend,; and to operate a motor vehicle and visit various City sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 20 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels and controlled temperature conditions, although there may be occasional exposure to inclement weather conditions, noise,

dust, and potentially hazardous materials. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work on evenings, weekends, and holidays.

DISASTER SERVICE WORKER

In accordance with California Government Code Section 3100, City of Malibu employees are considered disaster service workers and may be asked to respond in the event of an emergency or natural disaster.

City of Malibu

ASSISTANT PUBLIC WORKS DIRECTOR/ CITY ENGINEER
Class Description
September 2026
FLSA: Exempt

DEFINITION

Under the direction of the Director of Public Works, this management position oversees the Engineering Division, assists in the administration of the Public Works Department, including public works, engineering, transportation, public and private sub-division development reviews, capital projects, FEMA floodplain management, assessment districts, Stormwater (NPDES) management, permitting, consultant management, working with regulatory and outside agencies, provides professional assistance to the Public Works Director, the City Council, other departments and others in areas of expertise; oversees, reviews and performs a variety of studies and prepares and presents staff reports; and performs related work as required. May perform the duties of the Director of Public Works in their absence.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction by the Public Works Director. Exercises direct supervision over supervisory, professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This is a single-position mid-management classification in the Public Works Department. The incumbent assists with the daily operations of the Public Works Department and is primarily responsible for managing the department's public works city engineering services activities. Requires an extensive professional background in public works agencies and private civil engineering organizations relating to sub-divisions and developments; city engineering; as well as planning and coordination of capital improvement projects. Work is performed within a broad framework of general policy and requires creativity and resourcefulness to accomplish goals and objectives in order to apply concepts, plans and strategies that may require a variety of non-conventional methods and systems to achieve established goals and objectives. This class is distinguished from the Public Works Director in that the latter has overall responsibility for all engineering functions. Positions generally serve as advisors and contributors to executive management on policies, procedures, and major City initiatives.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)
Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists the Director of Public Works in managing and directing the Public Works Department; assume the duties of the Director of Public Works in the director's absence. Assist in the development and implementation of departmental goals, objectives, policies, and procedures.
- Plan, organize, and direct Engineering Division activities, including Civil Engineering, Traffic Engineering, and all other related activities.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and reviews with the Director of Public Works; directs the implementation of improvements.
- Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the department.
- Develop and implement the work plan for the Engineering Division; identify and resolve problems, assign work activities, projects, and programs; monitor workflow; reviews and evaluates work products, methods, and procedures.
- Prepare the Public Works Department budget; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials, and supplies; administer the approved budget. Oversee the preparation of construction plans, specifications, and estimates for utilities, streets, and other public infrastructure; develop engineering criteria for project design.
- Oversees the development of consultant requests for proposal for professional and/or construction services and the advertising and bid processes; evaluates proposals and recommends project award; administers contracts after award.
- Negotiates and administers contracts for construction projects; ensures contractor compliance with City standards and specifications, time, and budget estimates; analyzes and resolves complex problems that may arise; recommends and approves field changes as required.
- Participate in or oversee the preparation of utility master plans and projects for the Capital Improvement Program; prepare and review written reports and recommend strategies to address the City's utility and public infrastructure assets.
- Analyzes civil engineering plan design, specifications, consultant, and staff comments in accordance with design requirements and municipal and intergovernmental standards and regulations; recommends approval or additional engineering conditions and changes.

- Oversee proposed private development to ensure regulatory compliance of subdivision maps, surveys, parcel maps, and plans for construction of public improvements; provide comments and conditions for development entitlements and permits.
- Meets and confers with contractors, engineers, developers, architects, a variety of outside agencies, and the general public on development issues and acquiring information.
- Oversee all phases of public works engineering projects including conceptualization, survey, right-of-way acquisition, design, bidding, construction, and inspection.
- Review and recommend approval of subdivision public improvement agreements, development agreements, and bonds.
- Review and/or recommend approval of parcel and tract maps, lot line adjustments, lot ties, legal descriptions, easements, vacations, encroachments, and plans prepared by private engineers for the development of subdivisions and work within public rights-of-way.
- Maintain engineering records including maps, plans, survey notes, and the Department's Geographic Information System (GIS).
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to engineering programs, policies, and procedures as appropriate.
- Prepares, reviews, and completes various reports, including City Council agenda reports, employee performance reviews and division related documentation and correspondence.
- Provides technical information and instruction regarding applicable procedures and methods; interprets and explains rules, regulations, and procedures; answers questions and resolves concerns.
- Serves as a liaison for the Engineering Division and Public Works Department with other City departments, divisions, and outside agencies; attends meetings, as necessary; provides staff support to commissions, committees, and task forces, as necessary; negotiates and resolves significant and controversial issues.
- Provides highly complex staff assistance to the Public Works Director; prepares and presents staff reports and other necessary correspondence.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Engineering programs, policies, and procedures, as appropriate.
- Develops and reviews staff reports related to engineering activities and services; presents reports to the City Council and various commissions, committees, and boards; performs a variety of public relations and outreach work related to planning activities.
- Participates on a variety of boards, commissions, committees, and task forces; attends and participates in professional groups and committees; stays abreast of new trends and innovations in the field of Civil Engineering.

- Confers with engineers, developers, architects, a variety of agencies and the general public in acquiring information and coordinating engineering matters; provides information regarding City development requirements.
- Receives, investigates, and responds to problems and complaints from citizens in a professional manner; identifies and reports findings and takes necessary corrective action.
- Prepares plans, specifications, and cost estimates for capital improvement projects.
- Provides assistance with management and administration of Landslide Assessment Districts.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of civil engineering as applied to the planning, design, cost estimating, construction, installation, and inspection of a wide variety of municipal facilities, miscellaneous buildings, and structures.
- Civil and transportation engineering principles, concepts, standards, and practices associated with public works programs and private development projects.
- Principles and practices of environmental impact assessment and related regulatory processes.
- Methods, materials, and techniques used in the construction of public works projects.
- Contract management practices in a public agency setting.
- Request for proposal (RFP) process for consultant acquisition and public bidding of construction projects.
- Operational characteristics, services, and activities of a municipal engineering program.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Modern and complex principles and practices of program development and administration.
- Subdivision Map Act and subdivision agreements and conveyances.
- Principles and practices of highway design.
- Principles, methods, and practices of construction and grading.
- Computer applications related to the work, including computer-aided drafting concepts and applications.
- Sources of information related to engineering theory and practices applicable to wastewater treatment and collections, as well as levee construction, maintenance, and repair.

- Practices of researching engineering and design issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Safety hazards and safety precautions related to work assignments.
- Principles and practices of public agency budget development, administration, and accountability.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation and the training of staff in work procedures.
- Applicable Federal, State, and local laws, codes, and regulations.
- General understanding and working knowledge of Caltrans programs, processes, projects, and procedures
- General principles of risk management related to the functions of the assigned area.
- Standard office support practices and procedures, including the use of standard office equipment.
- Computer applications related to the work, including word processing, spreadsheet, and database applications, including Microsoft Outlook and GIS
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational, and regulatory organizations and with property owners, developers, contractors, and the public.
- Techniques for dealing effectively with the public, vendors, contractors, and City staff, in person and over the telephone.
- Techniques for providing a high level of customer service to public and City staff, in person and over the telephone.

Skill in:

- Planning, organizing, and directing effective capital improvement and public works engineering services programs.
- Recommending and implementing goals, objectives, and practices for providing effective and efficient engineering services.
- Providing administrative and professional leadership and direction for the Engineering Division.
- Conducting complex civil engineering research projects, evaluating alternatives, making sound recommendations, and preparing effective technical reports.
- Analyzing and interpreting engineering plans and specifications in accordance with design requirements and applicable standards and regulations.
- Researching, analyzing, and evaluating new service delivery methods, procedures, and techniques.
- Preparing and administering large and complex budgets.

- Interpreting, applying, explaining, and implementing complex laws, codes, regulations, and ordinances.
- Effectively representing the department and the City in meetings with the Board of Directors, governmental agencies, community groups, various business, professional, and regulatory organizations, and individuals.
- Planning, organizing, scheduling, assigning, reviewing, and evaluating the work of staff.
- Training staff in work procedures.
- Preparing clear and concise reports, correspondence, policies, procedures, and other written materials.
- Making effective public presentations including technical material to non-technical audiences.
- Managing and maintaining accurate records and files.
- Operating modern office equipment including computer equipment and software programs, such as word processing, spreadsheet, and computer aided design (CAD) software and applications.
- Using English effectively to communicate in person, over the telephone and in writing.
- Using tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establishing and maintaining effective working relationships with employees and those contacted in the course of the work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an Accreditation Board for Engineering and Technology (ABET) accredited four-year college or university with major coursework in civil engineering or a related field. Master's degree in engineering or related field is desirable.

Eight (8) years of civil engineering and/or public works experience, including two (2) years of supervisory experience. Possession of a master's degree may be substituted for one year of the required experience.

License and Certification:

Must possess and maintain a valid California class C driver license and have a satisfactory driving record.

Must possess a valid certificate or registration as a Professional Engineer (PE) in the State of California upon appointment.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS

Subject to any reasonable accommodations that is required by the American with Disabilities Act (ADA) or California Disabled Persons Act (CDPA).

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When assigned to field work, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend,; and to operate a motor vehicle and visit various City sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 20 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work on evenings, weekends, and holidays.

DISASTER SERVICE WORKER

In accordance with California Government Code Section 3100, City of Malibu employees are considered disaster service workers and may be asked to respond in the event of an emergency or natural disaster.

City Council Meeting
09-28-26
Item 1.B.8.

Council Agenda Report

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

Prepared by: Chris Orosz, Recreation Manager

Reviewed by: Kristin Riesgo, Community Services Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 10, 2026 Meeting date: September 28, 2026

Subject: Earth Friendly Management Policy Annual Report

RECOMMENDED ACTION: Receive and file the Earth Friendly Management Policy annual report from July 2025 to June 2026.

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

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: On June 24, 2019, Council adopted Resolution 19-32, implementing the Earth Friendly Management Policy (EFMP) (malibucity.org/earthfriendly). The EFMP was adopted following the completion of an Initial Study, as required under the California Environmental Quality Act. The EFMP replaced the Integrated Pest Management Policy and Organic-Only Pesticides Pilot Program. The EFMP applies to all City-owned, managed, or leased properties except those not studied in the Initial Study.

The Parks and Recreation Commission (Commission) is responsible for the oversight of the EFMP. In 2021, the Commission established an EFMP Working Group (Working Group) to review and provide feedback on program and outreach development, education, and partnership strategies. The Working Group meets quarterly, and members include Kian Shulman, Commission Chair Judy Villablanca, Commissioner Georgia Goldfarb, and Dr. Florybeth La Valle from Pepperdine University. Additionally, the Commission receives quarterly EFMP updates at a Regular meeting.

A requirement of the policy includes an annual report provided to Council outlining goals, accomplishments, key initiatives, and emergency use of organic pesticides.

Priorities, accomplishments, and organic pesticide use from July 2025 through June 2026 are outlined below,

- Partnered with the Malibu Library to host educational classes focused on policy initiatives
- Organized a pollinator plant giveaway at Legacy Park in partnership with the Los Angeles County Fire Department Forestry Division
- Oversaw landscape maintenance at City properties to ensure work was completed following the EFMP
- Completed the 2025 Mayors' Monarch Pledge
- Installed a Pollinator Garden at Malibu Bluffs Park in Partnership with the Santa Monica Mountains Fund
- Offered five educational lectures in partnership with the Malibu Monarch Project. Experts on various subjects provided information on Chaparral Ecology, Santa Monica Mountains Biodiversity, and watersheds of the Santa Monica Mountains. Lecture series attendance exceeded 145 individuals.
- Completed seasonal non-native plant removal at all City Parks by mechanical methods or hand-weeding
- Initiated the emergency use of Pyrethrum Concentrate at Malibu Bluffs Park Michael Landon Center due to an insect infestation

The EFMP working group established the following goals for Fiscal Year 2026-27,

- Complete and present quarterly reports to the Parks and Recreation Commission
- Complete and provide an annual report to Council
- Continue mitigation methods in compliance with the policy
- Complete the 2026 Mayors' Monarch Pledge
- Offer public education on earth-friendly landscape and gardening management, waste management, wildlife protection, and rodent solutions
- Add earth-friendly management data and education on pre-existing Community Services Department app-based platforms, such as Agents of Discovery and social media
- Collaborate with Pepperdine University Biology Department to complete a scientific analysis of Legacy Park environmental systems
- Provide service-learning opportunities with the Harry Barovsky Memorial Youth Commission related to earth-friendly management
- Work with Malibu schools to offer educational sessions on environmental stewardship

ATTACHMENTS: 2025-26 Earth Friendly Management Policy Annual Report

Malibu City Council
Earth Friendly Management Policy Annual Report
July 2025 to June 2026

Section	Action Taken
Limited Use Emergency Exemptions	- Pyrethrum Concentrate at Malibu Bluffs Park Michael Landon Center
Exclusion and Biological Controls	- Regularly filled rodent holes to mitigate issues at Malibu Bluffs Park sports fields - Monitored City dumpsters to ensure the locking lid mechanisms were in place and secure at City Hall, Malibu Bluffs Park, Equestrian Park, and Charmlee Wilderness Park - Installed mulch to help trees and landscape retain moisture and suppress weeds (all parks) - Completed rodent mitigation under storage containers at Malibu Bluffs Park - Completed seasonal removal of nonnative invasive plants (all parks) - Used hand tools and hand-pulling weeding methods at all (all parks)
Educational	- Partnered with the Malibu Library to host EFMP educational classes - Continued development of EFMP web pages (MalibuCity.org/EarthFriendly) based on feedback from the EFMP Working Group - Updated the Legacy Park and Malibu Bluffs Park Agents of Discovery app-based “challenges” for public education - Organized a native plant giveaway in partnership with the Los Angeles County Fire Department Forestry Division - Completed the first environmentally focused lecture series in partnership with the Malibu Monarch Project - Installed a pollinator garden at Malibu Bluffs Park in partnership with the Santa Monica Mountain Fund

Other	- Completed the 2025 National Wildlife Federation Mayors' Monarch Pledge - Applied for the 2026 National Wildlife Federation Mayors' Monarch Pledge

City Council Meeting
09-28-26
Item 1.B.9

Council Agenda Report

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

Prepared by: Julie Santia, Associate Engineer

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 18, 2026 Meeting date: September 28, 2026

Subject: Award Kanan Dume Biofilters Project

RECOMMENDED ACTION: 1) Approve the award and authorize the Mayor to execute a construction contract with Wright Construction Engineering Corp, in the amount of $293,000 for the construction of the Kanan Dume Biofilters Project, Specification No. 2117; and 2) Authorize the Public Works Director to approve any potential change orders up to 15% of the contract amount.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2026-27 in Account No. 310-9103-5100 (Kanan Dume Biofilter).

Project Funding	
Measure W	$580,000
Project Total Funding	**$580,000**
Project Estimate	
Design Cost	$88,700
Construction Cost	$293,000
Contingency (15%)	$43,950
Project Total Costs	**$425,650**

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan Goal 3: Infrastructure Resilience

Goal 3: Advance Infrastructure Resilience
Strategy: To reduce the pollutants in stormwater and to comply with the Public Works MS4 permit requirements.

DISCUSSION: The Kanan Dume Biofilters Project was identified in Watershed Management Program (WMP) as a stormwater control measure to reduce pollutants in stormwater runoff and support compliance with the City's MS4 Permit. The City retained Kimley-Horn and Associates to prepare the project design.

Following completion of the project plans and specifications, the project was advertised for construction bids. On August 20, 2026, the City received seven (7) construction bids, summarized below:

Contractor	Bid Amount
J&H Engineering	Non-responsive
Wright Construction Engineering Corp	**$293,000**
Cedro Construction	$333,677
Toro Enterprises	$390,811
GMZ Engineering	$467,001
Clarke Construction	$520,301
Bali Construction	$599,920

J&H Engineering submitted the lowest bid, but was determined to be non-responsive. Wright Construction Engineering Corp submitted a responsive bid in the amount of $293,000. Staff reviewed the bid and determined that it conforms to the contract bid requirements.

Staff also verified that Wright Construction Engineering Corp's contractor license is current and active with the Contractors State License Board. References contacted by staff have reported satisfactory performance on prior projects, and the contractor has more than 11 years of experience completing similar work. Based on its review, staff determined that Wright Construction Engineering Corp is qualified to complete the proposed project.

Staff recommends the Council approve the award and authorize the Mayor to execute an agreement with Wright Construction Engineering Corp in the amount of $293,000 and authorize the Public Works Director to approve potential change orders up to 15% of the contract amount.

Staff Follow-Up: Upon Council approval, staff will finalize the agreement with the necessary signatures and issue a Notice to Proceed for construction of the project. Construction is anticipated to start in late October and be completed in December 2026.

ATTACHMENTS: Agreement with Wright Construction Engineering Corp

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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 Wright Construction Engineering, a California corporation (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 Kanan Dume Biofilter Project bids were received, publicly opened, and declared on the date specified in the notice.

B. On September 28, 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 Kanan Dume Biofilter 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 Kanan Dume Biofilter 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 order, shall control. Collectively, these contract documents constitute the complete

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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 and 1777.6 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

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authorized representative, and will be retained for three years after the expiration of this 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, Assistant Public Works Director/City Engineer

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CONTRACTOR
Wright Construction Engineering, a California corporation
2625 S Santa Fe Ave
San Marcos CA 92069
Attn: Wes Wright, 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:

_____
TREVOR RUSIN, Interim City Attorney

CONTRACTOR:

Signed by:
Wes Wright
3C7A6B7DEC54497...
Wes W. Wright, President

CONTRACTOR'S State of California License No.

995153

CONTRACTOR'S Business Phone No.

760-599-3915

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

941-321-0535

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids for the City of Malibu, KANAN DUME ROAD BIOFILTER PROJECT, SPECIFICATION NO. 2117 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, August 20, 2026, at which time they will be publicly opened and read by the City Clerk (or designated representative).

SCOPE OF WORK

The work consists of furnishing and installing a modular stormwater filtration system, including all excavation, trenching, bedding, structural connections, and utility tie-ins necessary to integrate the unit into the existing storm drain network. The contractor shall coordinate inlet and outlet pipe alignments, ensure compliance with ASTM standards and local jurisdictional requirements, and restore all disturbed surfaces to pre-construction condition. Work also includes traffic control, erosion and sediment control measures, and proper disposal of construction debris in accordance with City of Malibu standards.

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 KANAN DUME ROAD BIOFILTER PROJECT SPECIFICATION NO. 2117 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 non-substantial 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 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

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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 23rd day of July, 2026

CITY OF MALIBU, CALIFORNIA

Tatiana Holden

Tatiana Holden, Assistant Public Works Director/City Engineer

Published: Malibu Times on July 30, 2026 and August 6, 2026

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EXHIBIT B

CITY OF MALIBU

PUBLIC WORKS DEPARTMENT

CONSTRUCTION BID COVER PAGE FOR

KANAN DUME ROAD BIOFILTER PROJECT

Specification No. 2117 Including 8 Sheets of Plans

Bids to be Received on or before August 20, 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: 16

CONTRACTOR

Name Wright Construction Engineering Corp

Street Address 2625 S Santa Fe Ave.

City San Marcos State CA Zip Code 92069

Telephone 760-599-3915

Fax Number 760-599-3920 (Optional)

Email jmerritt@wcec.net

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 14 THROUGH 29 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. 995153 Class A Expiration Date 7/31/2028

Names of Co-Partners or Corporation Officers and Titles:

Wes W. Wright-President, Vice-President, Secretary & Treasurer

Signature of Bidder _____ President
Title

Signature of Bidder _____
Title

Name of Contractor or Firm: Wright Construction Engineering Corp
Date of Submittal: 8/20/24
Telephone No.: 760-599-3915

Address: 2625 S Santa Fe Ave, San Marcos CA 92069

Corporation
Doing Business as Individual/Partnership/Corporation

CA
State of Incorporation

Federal Tax Identification Number: 46-5724187

California Department of Industrial Relations Identification Number: 1000026974

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Diego }

On 8/20/2026, before me, Nicola Chandler, Notary Public,

personally appeared Wes W. Wright

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

NICOLA CHANDLER
Notary Public - California
San Diego County
Commission # 2486040
My Comm. Expires Apr 2, 2028

NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

OPTIONAL

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

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CERTIFICATE OF CORPORATE RESOLUTION
WRIGHT CONSTRUCTION ENGINEERING CORP.

I, Wesley Wright, President of Wright Construction Engineering Corp., organized and existing under the laws of California and having its principal place of business at 3725 Trieste Dr. Carlsbad, California, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on July 1, 2014 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President, Wesley Wright, of the Corporation is hereby authorized to sign any contracts or forms on behalf of the Corporation.

RESOLVED FURTHER: That the President, Wesley Wright, is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

DIRECTORS Wes W Wright 7-1-2014

President Wes W Wright Date 7-1-2014

Vice President Wes W Wright Date 7-1-2014

Secretary Wes W Wright Date 7-1-2014

Treasurer Date

Witness my hand seal of this corporation on this 1st day of July, 2014.

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PROPOSED BID SCHEDULE OF WORK AND PRICES
FOR THE CONSTRUCTION OF
KANAN DUME ROAD BIOFILTER PROJECT
SPECIFICATION NO. 2117

Item No.	Payment Reference	Description	Quantity	Unit	Unit Price	Total
1	902-2	Mobilization	1	LS	xxxx	$13,999.00
2	901-11	Traffic Control	1	LS	xxxx	$60,000.00
3	905-5	Stormwater Pollution Prevention Plan	1	LS	xxxx	$15,000.00
4	916-4	Dewatering	1	LS	xxxx	$2,500.00
5	915-4	Modular Wetland System	1	LS	xxxx	$127,500.00
6	914-4	8-inch HDPE Storm Drain	16	LF	$937.50	$15,000.00
7	915-4	26-inch x 26-inch Grate	1	LS	xxxx	$15,000.00
8	911-4	Cast-in-Place Concrete - U-Channel	10	LF	$750.00	$7,500.00
9	910-3	Asphalt Pavement Repair	250	SF	$48.00	$12,000.00
10	913-3	Shoring, Bracing and Trench Safety	1	LS	xxxx	$22,500.00
11	904-6	Record of Construction Changes	1	LS	xxxx	$2,000.00
12	7-6	Release on Contract	1	LS	$1.00	$1.00
					TOTAL	$293,000.00

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 BID IN WORDS: two hundred ninety-three thousand dollars and zero cents

Contractor Submitting Bid: Wright Construction Engineering Corp

By: Wes W. Wright, President

Date: 8/20/2026

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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.)	N/A	none
	N/A	none
	N/A	none

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 Wright Construction Engineering Corp Date 8/20/2026

Title President Signature [signature]

Contractor's Name _____ Date _____

Title _____ Signature _____

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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 ten (10) years that include a minimum of 100 linear feet of storm drain replacement per project and (2) two retention vault structure installations. The projects should include a minimum of 8-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: 12

List and describe fully the last three recent contracts performed by your **current company** 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 National City

Contact Individual: Josh Johnson Phone No. 858-634-8180

Contract Amount: $326,429.33 Year 2025

Address: 1243 Nationa City Blvd, National City CA 91950

Description of work done: Replace approx 260 ft of 18" RCP with 24" RCP. Construction of 2 type A cleanouts.

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Reference No. 2

Customer Name: City of Norco

Contact Individual: Victor So | Phone No.: 951-270-5626

Contract Amount: 367,800.00 | Year: 2025

Address: 2870 Clark Ave, Norco CA 92860

Description of work done: Reinforced concrete pipe 12" PVC storm drain along with lateral pipes, manholes and catch basins.

Reference No. 3

Customer Name: Casa Romantica Cultural Center

Contact Individual: Amy Behrens | Phone No.: 949-498-2139

Contract Amount: $645,124.57 | Year: 2021

Address: 415 Avenida Granada, San Clemente CA 92672

Description of work done: Install storm drain, bio clean filter, pavers, sidewalk, handrail, asphalt, landscaping and striping.

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List of Completed Projects

Job #	Project Name	Description	Date Completed	Agency	Agency Contact	Contract Amount	Percent Complete	Prime or Sub
64	Bluff Top Slope Repair	Reconstruction of slope using slope benches and reinforced geogrid. Geosite erosion control fabric over slope. Excavation, remove and dispose of asphalt. Pave new asbalt, landscaping and irrigation.	5/14/2026	City of Huntington Beach 2000 Main St Huntington Beach, CA 92648	Michelle Galvez-(714)375-8445 michelle.galvez@surfcity-hb.org	$312,598.95	100%	Prime
63	Edgewick Rd	Clearing and grubbing, installation of pile wall system, remove existing base and regrade, installation of asphalt concrete pavement and guardrails.	2/24/2026	City of Glendale 633 E Broadway Glendale, CA 91206	Greg Asaturian-(818)937-8259 gasaturian@glendale.ca.gov	$621,384.00	100%	Prime
62	El Camino Drainage Channel	Removal of 57' long 8' wide section of failed PCC drainage channel sidewall.	10/31/2025	City of Encinitas 505 S. Vulcan Ave. Encinitas, CA 92024	Ben Stryker-(760)943-2230 bstryker@encinitas.ca.gov	$98,227.51	100%	Prime
61	Granger Ave Storm Drain	Replace approx 260 FT of 18" RCP with 24" RCP. Construction of 2 type A cleanouts.	10/15/2025	City of National City 1243 National City Boulevard National City, CA 91950	Josh Johnson-(858)634-8180 josh@ppc-sd.com	$326,429.33	100%	Prime
60	Warren Rd Minor Drainage	Drainage improvements and traffic control. Concrete channel ditch, concrete headwall, concrete paron and post delineators. Removal of existing wing wall.	5/23/2025	City of San Jacinto 1221 S San Jacinto San Jacinto CA 92583	Henry Olivo-(951)654-3592 holivo@interwestgrp.com	$342,189.30	100%	Prime
59	Paradise Creek Phase 2	Earthwork, drainage system, rip rap, flatwork, headwalls,precast boxes, hydroseed, fencing, asphalt, turf reinforcing mat and culvert grates.	7/15/2025	City of National City 1243 National City Boulevard National City, CA 91950	Josh Johnson-(858)634-8180 josh@ppc-sd.com	$2,978,414.34	100%	Prime
58	Park Dr Dainage and Street Improvements	Demo existing retaining wall, new retainig walls, sidewalk and curb replacement and drainage improvements	2/27/2025	City of Carlsbad 1635 Faraday Ave. Carlsbad CA 92008	Steven Didier - (760)994-9485 steven.didier@carlsbad.ca.gov	$2,921,052.00	100%	Prime
57	Citation Dr Storm Drain	Reinforced concrete pipe, 12" PVC storm drain along with lateral pipes, manholes and catch basins.	1/29/2025	City of Norco 2870 Clark Ave Norco, CA 92860	Victor So - (951) 270-5626 Vso@ci.norco.ca.us	$367,800.00	100%	Prime
56	Moss Street Beach Access Improvements	Demo concrete staircase,grade slope, install new concrete stairs, piles, retaining wall, dike, handrail, curb, drainage, AC, striping, landscaping and	8/15/2024	City of Laguna Beach 479 Ocean Ave Laguna Beach, CA 92651	Ulises Escalona - (949) 497-0792 uescalona@lagunabeachcity.net	$1,793,996.54	100%	Prime
55	Sand Canyon Pedestrian Bridge	Grading, install reinforcing steel, structural concrete, CIDH piles, 2-pedestrian bridges, hadndrailing	10/23/2024	City of Santa Clarita 23920 Valencia Blvd Santa Clarita CA 91355	Jackie Lillio - (661) 285-4131 jlillio@santa-clarita.com	$967,440.38	100%	Prime

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Job #	Project Name	Description	Date Completed	Agency	Agency Contact	Contract Amount	Percent Complete	Prime or Sub
54	North Norco Channel Line NB, Stage 3	Excavation, installation of cut-off wall, transition structure, channel invert & wall, junction structure, RCP, asphalt, trapezoidal paving & fencing	4/2/2024	Riverside County Flood Control 276 Fourth Ave Chula Vista, CA 91910	Jim Stufkosky - (951) 522-0630 jstufkos@rivco.org	$2,489,307.45	100%	Prime
53	Reservoir Dr & 1525 Hamner Ave Imprvements	Install curb, driveway, catch basins, pvc storm drain, asphalt, equestrian trail, sidewalk and AC dike.	11/30/2023	City of Norco 2870 Clark Ave Norco, CA 92860	Victor So - (951) 270-5626 Vso@ci.norco.ca.us	$279,363.97	100%	Prime
52	Repair of Culvert Headwalls	Excavation and backfill, asphalt, striping, piles, headwall, guard railing and bridge railing	10/13/2023	County of San Diego 5500 Overland Ave. Suite 310. San Diego, CA 92123	Andrei Pineda - 619-340-4906 andrei.pineda@sdcounty.ca.gov	$899,554.84	100%	Prime
51	North Shore Park Stormwater Protection Upgrade	Excavation , Installation of Concrete Channel Lining, Headwalls, Energy Dissipaters, & HDPE Pipe	7/20/2023	Desert Recreation District. 45-305 Oasis St., Indio, CA 92201	Judi Fonoti- (760) 347-7514. jfonoti@drd.us.com	$845,029.71	100%	Prime
50	Diamond Bar Community Center Slope Stabilization Project	Install CIDH Piles, grading of slope,v-ditch, concrete slabs, curb, gutter, landscaping & irrigation	5/19/2023	City of Diamond Bar. 21810 Copley Dr., Diamond Bar, CA 91765	Chris Malpica- (909) 839-7042 CMalpica@DiamondBarCA.Gov	$645,995.05	100%	Prime
49	Dunlap Boulevard Bridge & Crossing Replacement Project Crossing Wilson Creek Channel-Phase 1	Excavation & Backfill, Install CIDH Piles, precast girders, abutments, wingwalls, casings & conduits	2/27/2023	City of Yucaipa 34272 Yucaipa Blvd., Yucaipa, CA 92399	Landon Kern - (909) 797-2489 lkern@yucaipa.org	$1,134,109.20	100%	Prime
48	Library Park Restroom	Demolition, excavation, concrete foundation, sidewalk, water & sewer lines & prefabricated restroom	2/9/2023	City of Monrovia. 321 S.Myrtle St., Monrovia, CA 91016	Christopher Castruita - (626) 256-8224 ccastruita@ci.monrovia.ca.us	$107,284.78	100%	Prime
47	Talbert Channel Storm Drain Repair Project	Demolition, excavation, installation of RCP Pipe, concrete collar, rip rap & asphalt	8/29/2022	City of Fountain Valley 10200 Slater Ave., Fountain Valley, CA 92708	Kyle Hilton- (714) 593-4516 Kyle.Hilton@fountainvalley.org	$95,600..00	100%	Prime
46	Springvale & Carlson Channel Rehabilitation Project	Demolition of Damaged Concrete, Install of Reinforcing Steel & Shotcrete Channel	7/5/2022	City of Poway 13325 Civic Center Drive Poway, CA 92064	Jeff Beers- (858) 668-4624 jbeers@poway.org	$211,688.03	100%	Prime
45	Paradise Creek Mitigation Project	Grading of Channel, Install of PIP Wall, Articulated Block, Rip Rap, Access Pad, Headwall & Shotcrete	6/24/2022	City of National City 1243 National City Boulevard National City, CA 91950	Sean Gill- (951) 532-6483 sgill@iccsinc.net	$887,309.54	100%	Prime
44	Pine Avenue Road Repair	Excavation & Grading of Channel, Install of CMP Pipe, Concrete Backfill & Rip Rap	3/16/2022	City of Chino 13220 Central Avenue Chino, CA 91710	Okan Demirci- (714) 319-6137 okan.demirci@transtech.org	$494,824.80	100%	Prime
43	Grossmont Reservoir Overflow Retrofit Project	Install of PIP Retaining Wall, Brow Ditch, Conduit, Fencing Gates & Signs	1/19/2022	Helix Water District 7811 University Avenue La Mesa, CA 91942	Chris McRae- (619) 667-6278 chris.mcrae@helixwater.org	$356,791.92	100%	Prime
42	Lake Cuyamaca Outlet Channel Improvement Project	Removal of Vegetation & Grading of Slope, Install of Rip Rap, Geogrid, Geotextile & Aggregate Road	1/5/2022	Helix Water District 7811 University Avenue La Mesa, CA 91942	Aneld Anub- (619) 667-6273 aneld.anub@helixwater.org	$215,310.00	100%	Prime
41	Carlsbad State Beach Energy Dissipater Replacement Project	Removal of Existing Energy Dissipater, Install of New Energy Dissipater & Rip Rap	12/8/2021	City of Carlsbad 1635 Farady Avenue Carlsbad, CA 92009	Steve Didier- (760) 994-9485 steven.didier@carlsbadca.gov	$86,602.64	100%	Prime

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Job #	Project Name	Description	Date Completed	Agency	Agency Contact	Contract Amount	Percent Complete	Prime or Sub
40	Casa Romantica Parking Lot Improvements	Install Storm Drain, BioClean Filter, Pavers, Sidewalk, Handrail, Asphalt, Landscaping, & Striping	4/23/2021	Casa Romantica Cultural Center 415 Avenida Granada San Clemente, CA 92672	Amy Behrens-(949) 498-2139. behrens@casaromantica.org	$645,124.57	100%	Prime
39	Rathbun Creek Trail Phase 1B-Bridges Design & Installation Project	Install of Pedestrian Bridge , Sidewalk Landings, CIDH Piles, Abutments & PIP Retaining Wall	2/8/2021	City of Big Bear Lake 39707 Big Bear Boulevard Sbig Bear Lake, CA 92315	Israel Gomez- (909) 866-5831 igomez@citybigbearlake.com	$174,307.50	100%	Prime
38	Frost Avenue Drainage Improvements	Construct Curb Inlet w/ Local Depression, & Asphalt Slot Patch	11/17/2020	City of Carlsbad 1635 Faraday Ave., Carlsbad, CA 92008	Graham Jordan-(760) 602-2462. Graham.Jordan@carlsbadca.gov	$53,556.25	100%	Prime
37	RD 339 Yard Timber Retaining Wall Replacement Off-Sys (2018WOOLSEYFIRE)	Removal of Timber Wall, Install of PIP Wall, Concrete Stairs, Handrail, & AC Pavement	12/9/2020	County of Los Angeles 900 S. Fremont Ave., Alhambra, CA 91803	Andrew Choie-(626) 458-4975. AChoie@dpw.lacounty.gov	$336,311.62	100%	Prime
36	Dyer Road Strom Drain Repair	Removl of Damaged CMP Pipe, Install of new 24: RCP Pipe, Install of Asphalt and Loop Detectors	10/23/2020	City of Santa Ana 20 Civic Center Plaza, Santa Ana, CA 92701	Victor So-(714) 647-5076 vso@santa-ana.org	$64,400.00	100%	Prime
35	San Marcos Boulevard Slope Stabilization	Installation of 24" Piles, grade slope, curb, gutter, sidewalk, asphalt, striping, lighting, waterworks, & striping	9/29/2020	City of San Marcos 1 Civic Center Drive, San Marcos, CA 92069	Perryn White -(760) 759-0441 Pwhite@san-marcos.net	$716,858.00	100%	Prime
34	Mt. Rubidoux Park Stormwater, Erosion Control, Trail and Site Improvements	Install of Masonry Rock Retaining Wall, Timber Steps, Post & Chain Barrier, Faux Wood Handrail & Swales	5/4/2020	City of Riverside Parks & Rec. 6927 Magnolia Ave. 2nd Floor Riverside, CA 92522	Alisa Sramala -(951)8262021 ASramala@riversideca.gov	$335,000.00	100%	Prime
33	Cliff Drive to High Drive Stairway Replacement	Removal of old concrete staircase & installation of new concrete staircase, handrails & landscaping	2/28/2020	City of Laguna Beach 505 S. Forest Ave Laguna Beach, CA 92651	Bob Koch -(949)412-6546 rkoch@lagunabeachcity.net	$246,265.66	100%	Prime
32	Pearl Street Beach Access Rehabilitation	Removal of old concrete staircase & installation of new concrete staircase, handrails & landscaping	2/3/2020	City of Laguna Beach 505 S. Forest Ave Laguna Beach, CA 92651	Tom Sandefur -(949)497-0339 tsandefur@lagunabeachcity.net	$1,020,000.00	100%	Prime
31	Reche Rd at Live Oak Elementary School & Potter Junior High School Road Improvements	Installation of sidewalk, curb, gutter, structures, RCP, AC, drainage ditch, landscape, & irrigation	1/15/2020	County of San Diego 5500 Overland Ave. Suite 310. San Diego, CA 92123	Mike Moen (619)933-7242 MMoen@kleinfelder.com	$1,050,340.75	100%	Prime
30	Tide Beach Park Slope Paving Removal	Removal of Cracked and detiorated concrete slope paing	1/8/2020	City of Solana Beach 635 S Coast Highway 101 Solana Beach, CA 92075	Dan Goldberg -(858)720-2474. dgoldberg@cosb.org	$41,980.00	100%	Prime
29	RDO Drainage Upgrades- Casa De Amparo	Construct 24" RCP Storm Drain, Transition Structure, & Inlet w/ local depression	12/18/2019	City of Oceanside 300 North Coast Highway Oceanside, CA 92054	Victor Velasco -(760)435-5102 VVelasco@oceansideca.org	$128,782.00	100%	Prime
28	Pickleball Courts	Install Concrete Pads for Basketball & Pickleball Courts, Paint Courts, Curb Ramps & Fencing	8/31/2019	City of San Luis Obispo. 919 Palm Street San Luis Obispo, CA 93401	Mark Williams- (805) 781-7057. mawillia@slocity.org	$146,037.50	100%	Prime
27	SDWD 10-Inch Water Main Replacement Project	Removal of existing 10" steel water main (in casing), installation of new 10" PVC water main	3/5/2019	San Dieguito Water District 160 Calle Magdalena Encinitas, CA 92024	Blair Knoll - (760) 633-2793 Bknoll@encinitasca.gov	$78,607.67	100%	Prime

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Job #	Project Name	Description	Date Completed	Agency	Agency Contact	Contract Amount	Percent Complete	Prime or Sub
26	Emergency Protection for Linda Lane Pump Station Phase IV	Installation of additional reinforcements / bracing for existing retaining wall, North Side	1/10/2019	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Greg Deist - (949) 337-3139 DeistG@san-clemente.org	$28,211.07	100%	Prime
25	Meadowview Stream Restoration Stage 60	Streambank Restoration, Habitat Restoration, Filtrexx Compost Roll System Installation	11/5/2018	Riverside County Flood Control District 1995 Market Street Riverside, CA 92501	David Garcia - (951) 315-0730 Dhgarcia@rivco.org	$385,546.55	100%	Prime
24	Detention Basin at Rancho Wash	Construct concrete splitter structure, connect to existing CMP	9/6/2018	City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo David - (909) 774-4070 Romeo.David@cityofrc.us	$296,570.68	100%	Prime
23	S. Palm Canyon Drive and La Plaza Safety Bollard Installation	Installation of 22 pneumatic retractable bollards including monolithic footing, pavers	7/25/2018	City of Palm Springs 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	Mike Lytar - (760) 902-4861 Mike.Lytar@palmspringsca.gov	$222,368.68	100%	Prime
22	Queda Way Retaining Wall Replacement Project	Installation of a new retaining wall, CIDH Piles, timber lagging, concrete and asphalt work	7/10/2018	City of Laguna Beach 505 S. Forest Ave Laguna Beach, CA 92651	Tri Nguyen - (949) 497-0741 TNguyen@lagunabeachcity.net	$209,021.62	100%	Prime
21	Emergency Protection for Linda Lane Pump Station Phase III	Reinforcement to Existing retaining wall, Installation of Drainage Components, Steel Kicker Installation	7/6/2018	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Greg Deist - (949) 337-3139 DeistG@san-clemente.org	$82,589.71	100%	Prime
20	Citywide Drainage Improvements Project	Parkway drains, small storm drain, Bioclean Inlet Structure	7/2/2018	City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765	David Sloan - (909) 839-7043 DSloan@tait.com	$410,985.73	100%	Prime
19	Malaga Park Project	Construct a new park, install concrete monument sign, landscape & irrigation	5/3/2018	City of Wildomar 23873 Clinton Keith Road Wildomar, CA 92595	Cameron Luna - (951_ 677-7751 X 245 CLuna@cityofwildomar.org	$284,980.02	100%	Prime
18	Cambridge Ave / Edinburg Ave Alley Water Improvements Project	Installation of a new 4" Water main, Abandon Existing water main, Re-connect resident service laterals	4/13/2018	San Dieguito Water District 160 Calle Magdalena Encinitas, CA 92024	Blair Knoll - (760) 633-2795 Bknoll@encinitasca.gov	$142,694.34	100%	Prime
17	Santee Lakes Generator Project	Install a new 150 KW generator, including gated enclosure, and automatic transfer switch	2/28/2018	Padre Dam Municipal Water District 9310 Fanita Parkway Santee, CA 92071	Brian Hague - (619)258-4751 BHague@padre.org	$197,294.71	100%	Prime
16	Bolero Pressure Reducing Station Vault Replacement and Design Improvements Project	Remove existing waterworks vault, Install new waterworks vault, install new waterworks components	1/9/2018	City of Carlsbad 1635 Faraday Ave Carlsbad, CA 92008	Dallas Poore - (619) 804-8180 DPoore@fortitudeec.com	$259,796.99	100%	Prime
15	Rathbun Creek Phase 1A Bridge Installation	Installation of a pre-fabricated pedestrian bridge, concrete approach slabs, Site work	12/18/2017	City of Big Bear Lake P.O. Box 10000 Big Bear Lake, CA 92315	Andrew Simmons -(909)-866-5831 ASimmons@citybigbearlake.com	$114,542.30	100%	Prime
14	Cress Street Wall and Sidewalk Improvements	Soldier Pile Reinforcing Wall, Sidewalk Improvements, Atrium Drain System	11/15/2017	City of Laguna Beach 505 S. Forest Ave Laguna Beach, CA 92651	Tom Sandefur - (949) 497-0339 Tsandefur@lagunabeachcity.net	$400,138.00	100%	Prime
13	MTD 1854 Corak Storm Drain Improvements	Reinforced Concrete Pipe, Sidewalk and ADA Ramp Improvements, Structures	7/16/2017	City of Baldwin Park 14403 E. Pacific Avenue Baldwin Park, CA 91706	David Lopez - (626) 960-4011 Dlopez@baldwinpark.com	$1,205,039.60	100%	Prime

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Job #	Project Name	Description	Date Completed	Agency	Agency Contact	Contract Amount	Percent Complete	Prime or Sub
12	Laurel Ave Storm Drain Replacement	Storm Drain and Catch Basin Installation	6/23/2017	City of Manhattan Beach 1400 Highland Ave Manhattan Beach, CA 90266	Tim Birthisel (310) 802-5365 Tbirthisel@citymb.info	$105,541.16	100%	Prime
11	Cabot Road Bioswale	Bioswale Installation, Drainage Structure / Splitter structure installation.	4/1/2017	City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653	Ken Rosenfield (949) 707-2655 krosenfield@lagunahillsca.gov	$376,732.05	100%	Prime
10	Ray Stoyer WRF Concrete Repairs	Repair existing concrete influent and effluent channels. Replace old and damaged plumbing	4/1/2017	Padre Dam Municipal Water District 9310 Fanita Parkway Santee, CA 92071	Arne Sandvik - (909) 305-2947 asandvik@padre.org	$431,281.73	100%	Prime
9	Emergency Protection for Linda Lane Pump Station Phase II	Increase lagging size in existing soldier pile reinforcing wall	2/9/2017	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Greg Deist - (949) 337-3139 DeistG@san-clemente.org	$73,399.43	100%	Prime
8	Huntington Harbor Beaches Sand Replenishment	Import 8,500 CY of sand from the lower Santa Ana River to various Huntington Harbor beaches	2/7/2017	City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Scott Smith - (714) 536-5287 Ssmith@surfcity-hb.org	$453,864.00	100%	Prime
7	Milligan drive Bridge Renovations	Remove existing milligan drive bridge. Replace with pre-cast bridge	12/20/2016	City of Laguna Beach 505 S. Forest Ave Laguna Beach, CA 92651	Tri Nguyen - (949) 497-0741 tnguyen@lagunabeachcity.net	$314,669.79	100%	Prime
6	North Beach Opportunistic Sand Replenishment Project	Import 12,000 CY of sand to San Clemente's North Beach	12/9/2016	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Aeryn Donnelly - (949) 361-8267 DonnellyA@san-clemente.org	$430,900.00	100%	Prime
5	HWY 101 Storm Drain and Slope Repair	Slope Restoration, Storm Drain, Road Repair, Runoff Mitigation, Work took place adjacent a coastal lagoon	6/22/2016	City of Encinitas 505 S. Vulcan Ave. Encinitas, CA 92024	Nick Diele - (760) 633-2782 Ndiele@encinitasca.gov	$667,821.26	100%	Prime
4	Franklin Lift Station Wet Well Expansion	Expansion of an existing wet well at a sewage pump station. Included a 24-hour bypass	6/3/2016	City of La Verne 3660 "D" Street La Verne, CA 91750	Jerry Mesa - (909) 596-8749 Jmesa@cityoflaverne.org	$613,429.27	100%	Prime
3	Juanita Cooke Greenbelt Trail	Construct pedestrian & horse trail, Landscape and Irrigation	5/9/2016	City of Fullerton 303 W. Commonwealth Ave Fullerton, CA 92832	Paul Lubliner - (714) 738-6886 PaulL@ci.fullerton.ca.us	$206,358.00	100%	Prime
2	El Portal Beach Access Rehabilitation Project	Demolish existing beach access stairs, Construct new beach access stairs & handrail	12/11/2015	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Aeryn Donnelly - (949) 361-8267 DonnellyA@san-clemente.org	$850,104.00	100%	Prime
1	Emergency Protection for Linda Lane Pump Station Phase 1	Install soldier pile wall at toe of slope to protect existing pump station	8/4/2015	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Greg Deist - (949) 337-3139 DeistG@san-clemente.org	$107,000.00	100%	Prime

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

STATE OF CALIFORNIA, COUNTYOF San Diego

I am the President

_____ of Wright Construction Engineering Corp

_____ , 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 8/20/2026 (Date) at San Marcos (Place), California.

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

_____
Signature of Bidder

President
Title

_____
Signature of Bidder

_____
Title

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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.

N/A

Executed on 8/20/2026 at San Marcos, California.

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

Signature(s) of Authorized Bidder

Signature(s) of Authorized Bidder

President
Title

Title

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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 20th day of August, 2026.

Wright Construction Engineering Corp
Name of Company

By _____

President
Title

By _____

Title

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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
Case Land Surveying Inc	L-5411	614 N. Eckhoff St. Orange CA 92868	Survey - 3%

Signature(s) of Bidder Date

Signature(s) of Bidder Date

President

Title

Title

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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.

Wright Construction Engineering Corp

Name of Bidder

Name of Bidder

Signature of Bidder

Signature of Bidder

2625 S Santa Fe Ave, San Marcos CA 92069

Bidder Address

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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.

Wright Construction Engineering Corp

Name of Bidding Company

By 

Authorized Signature

President

Title (Typed)

8/20/2026

Date

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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.

N/A

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.

N/A

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.

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BIDDER'S BOND TO ACCOMPANY BID

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

Kanan Dume Road Biofilter Project, Specification No. 2117

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Wright Construction Engineering Corp, as Principal, and Atlantic Specialty 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 12th day of August, 2026.

Wright Construction Engineering Corp
Contractor

By _____

Title President

By _____

Title _____

Atlantic Specialty Insurance Company
Surety

By _____
Martha Barreras, Attorney-In-Fact

ATLANTIC SPECIALTY INSURANCE COMPANY
CORPORATE SEAL
1986
NEW YORK

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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.

SEE ATTACHED NOTARY ACKNOWLEDGEMENT

_____
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: 3903D840-544E-8585-81A8-309425836C68

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 12 2026 before me, Chloe Feinberg, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Martha Barreras
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.

CHLOE FEINBERG
Notary Public - California
Orange County
Commission # 2539225
My Comm. Expires Nov 17, 2029

Signature Chloe Feinberg
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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Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adriana Valenzuela, Betty Mercer, Martha Barreras**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of August, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

SURETY BOND SEAL AND DIGITAL SIGNATURE ADDENDUM

ATLANTIC SPECIALTY INSURANCE COMPANY

ATLANTIC SPECIALTY INSURANCE COMPANY ("ASIC") has authorized its respective Attorneys-in-Fact to affix ASIC's corporate seal and digital signature to authorized surety bonds executed on behalf of ASIC by any such Attorney-in-Fact.

This notice verifies a surety bond that is executed on behalf of ASIC by it's Attorney-in-Fact and utilizes the corporate seal below for ASIC shall be deemed to affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. ASIC also hereby agrees that the digital signatures applied to said bond are considered acceptable as if a wet ink signature was physically added to the face of the bond.

Dated this 28th day of July, 2021.

ATLANTIC SPECIALTY INSURANCE COMPANY



For ASIC by: _____

Michael Seff, President Intact Insurance Surety

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE Nº 08950

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Atlantic Specialty Insurance Company

of New York *, organized under the laws of* New York *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 16th *day of* September, 2011, *I have hereunto set my hand and caused my official seal to be affixed this* 16th *day of* September, 2011.

Dave Jones
Insurance Commissioner

By Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Diego }

On 8/13/2026, before me, Nicola Chandler, Notary Public,

personally appeared Wes W. Wright

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

NICOLA CHANDLER
Notary Public - California
San Diego County
Commission # 2486040
My Comm. Expires Apr 2, 2028

NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

OPTIONAL

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Council Agenda Report

City Council Meeting
09-28-26
Item 1.B.10

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: September 14, 2026 Meeting date: September 28, 2026

Subject: Amendments to Professional Services Agreement for Contract Planning 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; and 2) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with California Coastal Works LLC for contract planning 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.

Casswell Consulting - Through the first two years of the Agreement, the City has expended 79% or $373,000 of the authorized contract amount of $470,000. The amendment establishes an annual not-to-exceed amount of $222,000. The extension requires an increase of compensation in the amount of $346,553, bringing the total budget compensation amount to $816,553.

California Coastal Works – Through the first two years of the Agreement, the City expended 14% or $37,121 of the authorized contract amount of $275,000. 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. As such, the amendment request does not require an increase in compensation.

The compensation amounts are not-to-exceed amounts and are not guaranteed payments to the consultants. Consultants are paid only for services performed.

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, capital improvement projects, 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. 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 consultant firms considered under this report provide for a total of two contract planners, who are currently assigned to more than 85 planning applications in various stages of the permitting process, including approximately 40 applications under active review. In addition to planning applications, the consultants are assigned long-range planning projects.

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 Casswell Consulting, Inc. and California Coastal Works, LLC for two additional years.

ATTACHMENTS:

1. Amendment to Agreement with California Coastal Works LLC
2. Amendment to Agreement with Casswell Consulting, Inc.

Docusign Envelope ID: 8007BDB8-5018-8FD1-8347-EBBA5A8B9124

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 28, 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 23, 2026.

[Signatures on the Following Page]

Docusign Envelope ID: 8007BDB8-5018-8FD1-8347-EBBA5A8B9124

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: 482EF1AD-2F25-8767-83E6-90A8FC27B181

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 $346,553 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 $346,553 for a total not to exceed $816,553, except for work performed under an Applicant Deposit. 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: 482EF1AD-2F25-8767-83E6-90A8FC27B181

7. The effective date of this Amendment is September 23, 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: Rick Casswell A0094A767A55429...
Name: Rick Casswell
Title: Principal

Docusign Envelope ID: 482EF1AD-2F25-8767-83E6-90A8FC27B181

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: $346,553
Annual estimated budget: $222,000, except for work performed under an Applicant Deposit

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.

City Council Meeting
09-28-26
Item 1.B.11

Council Agenda Report

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

Prepared by: Angela Loera, Senior Management Analyst

Reviewed by: Christopher Smith, Assistant City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 2, 2026 Meeting date: September 28, 2026

Subject: Malibu Library Set Aside Funds for Fiscal Year 2026-27

RECOMMENDED ACTION: Approve the use of Malibu Library Set Aside Funds for Fiscal Year (FY) 2026-27.

FISCAL IMPACT: There is no fiscal impact on the city with this action. Malibu Public Library services are paid from a designated portion of property tax. Every year, the County of Los Angeles sets aside the difference between the property tax dollars apportioned to the County Library from property within the City and Malibu Library expenses into a designated fund to solely improve Malibu Library facilities and services. The ending balance for Set Aside Funds as of Fiscal Year 2024-25 totaled approximately $28,453,723; this includes a surplus of $3,486,774. Total recommended budget for FY 2026-27 is $1,838,750.

STRATEGIC PRIORITY: N/A

DISCUSSION: The designated Library Set Aside funds are used solely to improve upon, or to provide additional Malibu Library facilities and services.

The Library Subcommittee convened on March 31, 2026 and September 2, 2026, to review and provide a recommendation on the expenditures for FY 2026-27. The total recommended budget is $1,838,750 for FY 2026-27 (Attachment 1).

The proposed expenditures include community benefits that have historically been approved by Council, including additional service hours, security guards, an outreach librarian, a teen librarian, the Malibu Library Speaker Series, the Tool Lending Library, the

Boys & Girls Club of Malibu programs, and public-school library programs. The funding request for continued services is $1,385,000.

The Library Subcommittee also recommends funding additional community programming:

1. Malibu Film Society Series ($85,000)
2. Santa Monica Mountains (SAMO) ($85,000)
3. Malibu Monarch Project ($83,750)
4. Malibu Boys & Girls Club Youth Resilience and Preparedness Initiative ($200,000)

The funding recommendations approved by Council are subject to approval by the Los Angeles County Library. Library staff have been involved in the review of the budget proposals to date.

To receive funding, programs must have an appropriate correlation with library services and programming. Therefore, prospective applicants worked closely with library staff during the review process to ensure proposed programming and services aligned with library criteria.

While the Fiscal Year 2026-27 recommendation process for Library Set Aside Funds was delayed, staff anticipate returning to the prescribed schedule for FY 2026-27, which will begin with the Library Subcommittee meeting this October to review priorities to bring to Council in December. Specific recommendations will then be presented to the Subcommittee in March and presented to the Council in April next year.

BACKGROUND: The Malibu Library was established in 1970 by the County of Los Angeles and is located on the county-owned civic center property. On September 2008, the City and County executed a Memorandum of Understanding (MOU) that governs the use of the Set Aside Funds. The MOU established a structure in which the expenditure of the excess funds generated from the taxes that Malibu residents pay could be spent on the Malibu Library.

To optimize the allocation of local property tax dollars and provide the maximum benefit to the Malibu community, the City has conducted two comprehensive library needs assessments (2005, 2018) in collaboration with the County Library.

ATTACHMENTS:

1. Proposed Budget for FY 2026-27
2. Library Operating Statement 2024-2025
3. Library (Approved) Spending Plan FY 2024-2025
4. 2024-2025 Annual Library Report
5. Background Information about Library Funds
6. Draft Set Aside Fund Guidelines

Library Set Aside Funds
Fiscal Year 2026-27

Recommendations for Continued Funding for FY 2026-27			
Salaries & Benefits			
Qty	Description		Cost
3	FT Security Guards Salary & Benefits	$	390,000
1	FT Outreach Librarian Salary & Benefits *(part of the permanent model)*	$	-
1	FT Teen Librarian I (*part of the permanent model)*	$	-
Programs & Services			
	Boys & Girls Club Library Affiliated Program Supplies	$	50,000
	Malibu-Centric Legacy Park Educational Program	$	75,000
	Malibu Library Speaker Series	$	125,000
	Community Poet Laureate Programming	$	100,000
	Malibu Public Schools Library Materials & Supplies ($15,000/campus)	$	60,000
	Smart Start Programs & Staff Training	$	50,000
	Tool Lending Library	$	5,000
	Update to 2018 Needs Assessment	$	100,000
Operations & Maintenance			
	Continue Additional Service Hours *(part of the permanent model)*	$	-
	Unreserved Balance	$	150,000
	Unscheduled Maintenance	$	100,000
Facility Improvements			
	Replace and upgrade meeting room A/V system	$	150,000
	Replace children's study tables	$	30,000
Total Continued Funding Request		**$**	**1,385,000**

New Recommendations for FY 2026-27			
Programs			
	Malibu Film Society Series*	$	85,000
	Santa Monica Mountains (SAMO)	$	85,000
	Malibu Monarch Project	$	83,750
	Malibu Boys & Girls Club Youth Resilience and Preparedness Initiative	$	200,000
Total New Funding Requests		**$**	**453,750**
Grand Total Budget for FY 2026-27		**$**	**1,838,750**

*Malibu Film Society Series funds were approved as part of the 2025-26 Fiscal Year Budget**

ATTACHMENT 1

LA County Library
Operating Statement
Fiscal Year 2024-2025

Malibu Library *Cost Code: 117*
23519 W. Civic Center Way, Malibu *Org Code: 41259*

Operating Costs	**Actual**	
Salaries and Employee Benefits	$902,377	
Services and Supplies		
Books and Materials	85,555	
Lease-Buildings	0	
Maintenance-Buildings and Grounds	221,816	
Facilities Special Jobs	0	
Professional and Special Services	187,070	
Insurance	6,576	
Supplies and Miscellaneous Exp	95,549	
Utilities	83,083	
Equipment and Technology	17,113	
Sub-Total Operating Costs		**$1,599,139**
Support Costs		
Regional Operations	142,180	
Acquisitions and Cataloging	67,357	
Public Services Programs	103,515	
Integrated Library System	15,351	
Information Technology Equipment and Services	131,504	
Information Services	25,580	
Facilities Services Operations	168,679	
Administration	305,549	
Sub-Total Support Costs		**959,715**
Total Cost of Service		**$2,558,854**

Operating Revenue $3,493

Note:

ATTACHMENT 2

LA COUNTY LIBRARY

City of Malibu Approved Spending Plan
FY 2024-25

FY 24-25 Beg. Bal (Incl. 22-23 Surplus)	$ 24,966,949
FY 24-25 Prop Tax	$ 6,045,628
FY 24-25 Cost	(2,558,854)
FY 24-25 Surplus	$ 3,486,774
Ending Designation Balance (will be reflected in FY 26-27 SQ Budget)	$ 28,453,723

	City Approved Program Expenditures	Approved by Malibu	Actual Expenditures	Variance
1	2.0 dedicated secruity guards	260,000	$ 130,000	$ 130,000
2	Full-Time Outreach Librarian	148,000	148,000	-
3	Full-Time Teen Librarian	148,000	148,000	-
4	Speaker Series Program	125,000	71,996	53,004
5	Smart Start Programs & Staff Training	50,000	50,000	-
6	Tool lending	6,000	-	6,000
7	Boys and Girls Club , Library Affiliated Programs	50,000	50,000	-
8	Mlibu Public Schools Library Materials & Supplies ($15K/campus)	60,000	46,248	13,752
9	Additional Service Hours (from 40 hrs/wk to 60 hrs/wk	175,000	175,000	-
10	Continued unreserved balance	150,000	16,862	133,138
11	Unscheduled Maintenance	100,000	1,406	98,594
12	Malibu-centric Legacy Park educational programs	75,000	-	75,000
13	Water Bottle Filling Station	5,000	-	5,000
14	Retrofit and Reconfiguration Circulation & Reference Desks	5,000	453	4,547
15	Outdoor Patron Seating	50,000	12,535	37,465
16	Update to 2018 Needs Assessment	100,000	-	100,000
17	Second Full-Time Librarian for Special Projects	148,000	-	148,000
		$ 1,655,000	$ 850,500	$ 804,500

Note: This chart represents the City's approved budget for the use of set aside funds which is already incorporated in the Operating Statement.

ATTACHMENT 3

MALIBU LIBRARY

Introduction

The 2024 - 2025 year was defined by wildfire, as Malibu Library once again faced the destruction of homes and businesses in the Malibu community. Following the Franklin Fire in December 2024 and the Palisades Fire in January 2025, the library responded with a modified program calendar and opened its meeting room to the Federal Emergency Management Agency (FEMA) and other rebuild activities.

As 2025 slowly returned to normal, Malibu Library continued to provide the community with new and popular materials; programs for children, teens, and adults; and outreach events throughout the city of Malibu. First established in 1970 and renovated in 2012, the library building continued to draw community members from all areas of Malibu for enrichment, socializing, studying, and learning.



Webster Elementary class visit



Music Together for Babies & Toddlers



Nature Walk for Kids



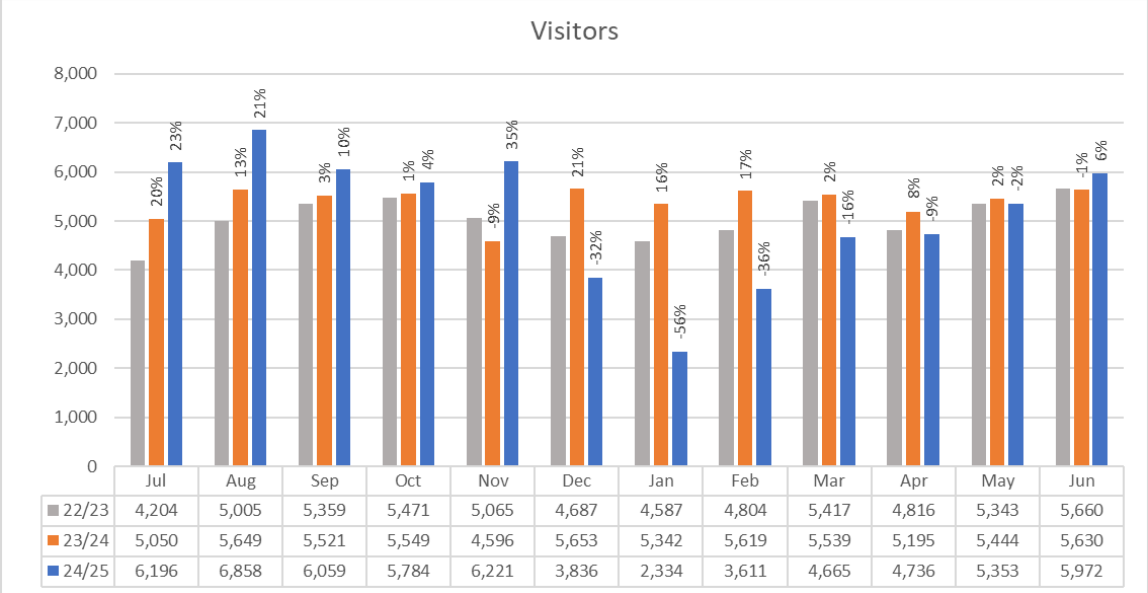
Library Speaker Series with Craig Grossi

Usage

Malibu Library serves a diverse segment of Malibu residents and receives considerable usage from the community.

Highlights:

- Malibu Library welcomed 61,625 visitors, with an average of 5,135 visits to the library each month, The population of Malibu in 2024 was 15,675 people which includes the City of Malibu (10,619) and unincorporated Malibu (5,057).
- Malibu Library continued to add new users - 875 new cards were issued; 161 of these cards were digital accounts providing access to the library's virtual services.
- The Malibu Library website, which continued to provide information on hours and programming, had a total of 11,034 visits.



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
22/23	4,204	5,005	5,359	5,471	5,065	4,687	4,587	4,804	5,417	4,816	5,343	5,660
23/24	5,050	5,649	5,521	5,549	4,596	5,653	5,342	5,619	5,539	5,195	5,444	5,630
24/25	6,196	6,858	6,059	5,784	6,221	3,836	2,334	3,611	4,665	4,736	5,353	5,972

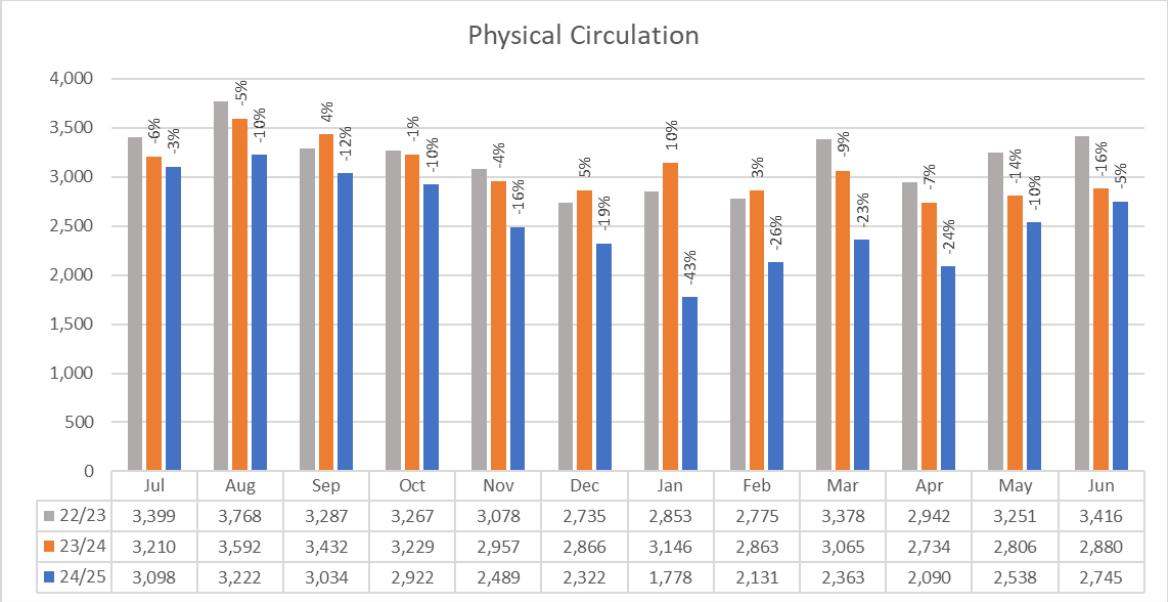
Circulation

Materials at Malibu Library served residents as well as library patrons throughout the County of Los Angeles.

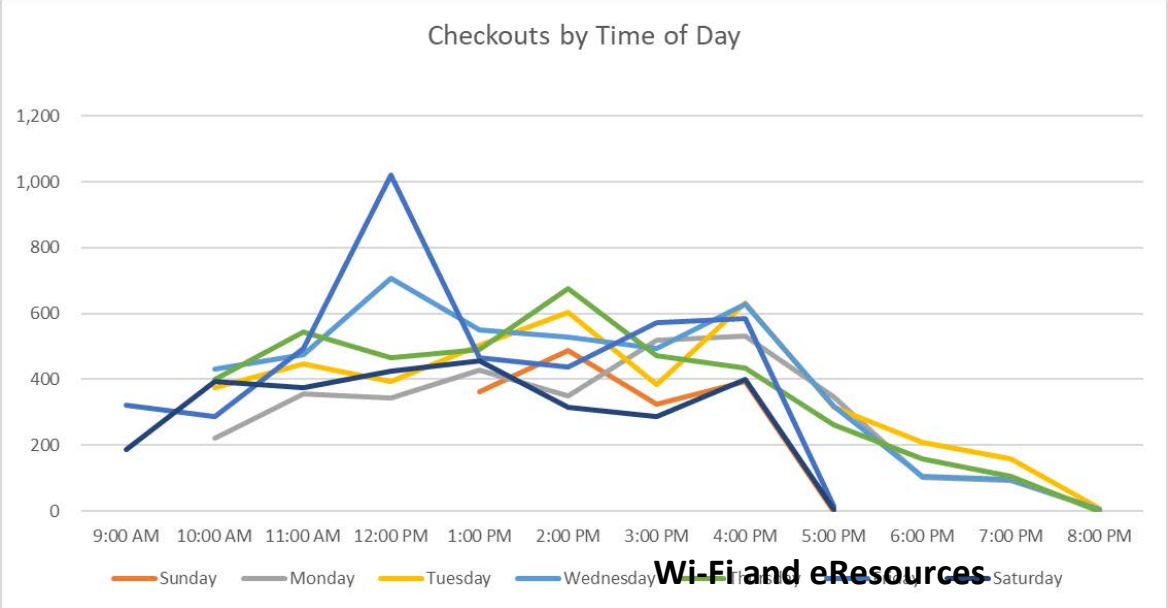
Highlights:

- During the last fiscal year, Malibu Library circulated 30,732 physical items, including books, magazines, DVDs, audiobooks, CDs, items from the Tool Lending Library, and electronic devices.
- Library customers placed 7,984 holds and a total of 7,966 holds were filled.
- Physical books remained the most popular item type for Malibu constituents, as these items circulated 22,412 times.

- California State Park Passes, which were made available for circulation in May 2022, remain in circulation and there were 119 checkouts during the last fiscal year.



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
22/23	3,399	3,768	3,287	3,267	3,078	2,735	2,853	2,775	3,378	2,942	3,251	3,416
23/24	3,210	3,592	3,432	3,229	2,957	2,866	3,146	2,863	3,065	2,734	2,806	2,880
24/25	3,098	3,222	3,034	2,922	2,489	2,322	1,778	2,131	2,363	2,090	2,538	2,745

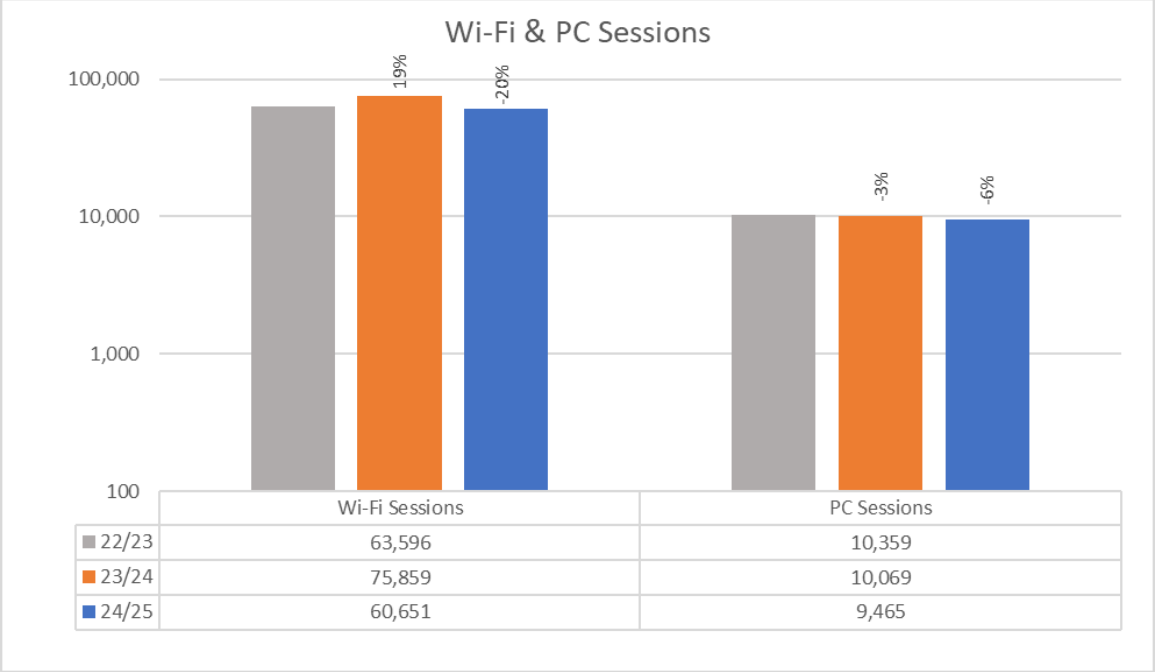


Wi-Fi and eResources

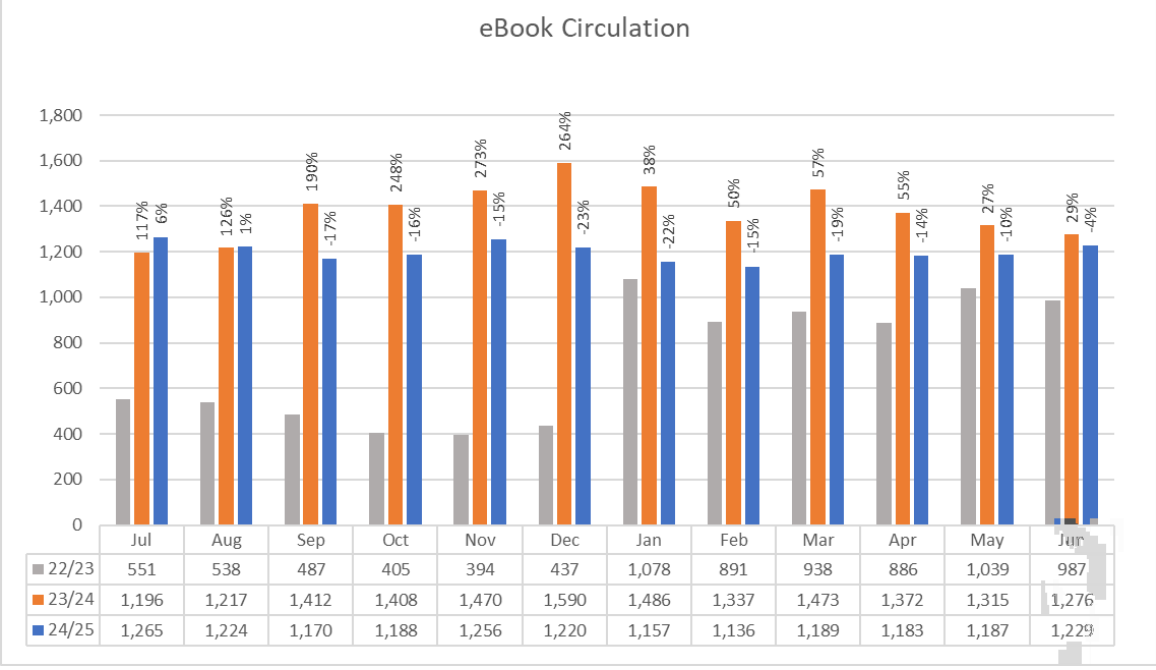
Malibu Library provides free Wi-Fi inside and outside of th
that all members of the public can connect to the Inter
Internet access and Microsoft Office are actively used b
Internet-enabled computers as well as 4 early learning
schoolers for learning reading, math, and science skills.

Highlights:

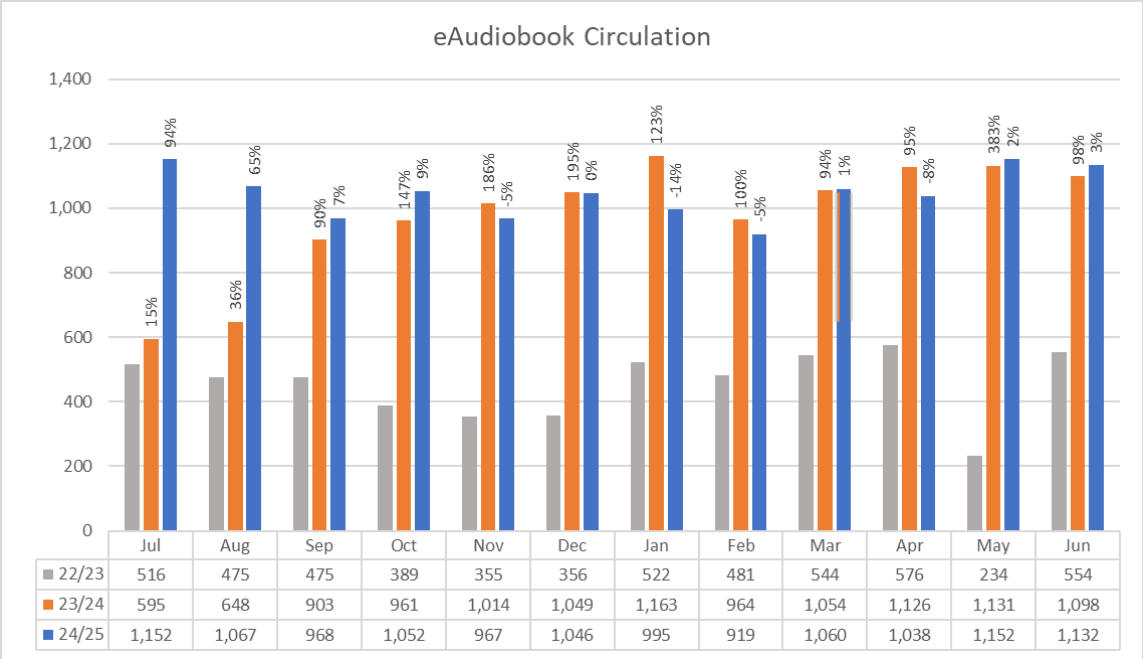
- Malibu Library hosted a total of 70,116 Internet sessions which included: 60,651Wi-Fi sessions (with expanded Internet service provided in the library parking lot) and 9,465 public Internet sessions, which utilized library computers.
- Customers from the Malibu area downloaded a total of 26,952 digital items comprising 14,404 eBooks and 12,548 audiobooks.



	Wi-Fi Sessions	PC Sessions
22/23	63,596	10,359
23/24	75,859	10,069
24/25	60,651	9,465



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
22/23	551	538	487	405	394	437	1,078	891	938	886	1,039	987
23/24	1,196	1,217	1,412	1,408	1,470	1,590	1,486	1,337	1,473	1,372	1,315	1,276
24/25	1,265	1,224	1,170	1,188	1,256	1,220	1,157	1,136	1,189	1,183	1,187	1,229



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
22/23	516	475	475	389	355	356	522	481	544	576	234	554
23/24	595	648	903	961	1,014	1,049	1,163	964	1,054	1,126	1,131	1,098
24/25	1,152	1,067	968	1,052	967	1,046	995	919	1,060	1,038	1,152	1,132

Library Programs

Malibu Library hosts monthly programs for adults, teens, and children throughout the year. Ongoing programs like Smarty Pants Storytime, the Malibu Library Book Club, Classical Guitar Concerts, Caffeinated Verse: Poetry Open Mic, Music Together for Babies & Toddlers, Peaceful Painting, and the Malibu Library Speaker Series draw a consistent audience of regulars. Specialty programs like BambinO: An Opera for Babies, Bricker Builders Club, Library Fest, Colors & Connections, and the Local Authors Series were also popular.

Children's Services Programs

Thirty-seven Smarty Pants Storytimes and 50 programs were presented to children in 2024 - 2025. Popular programs included Adventure Magic, BambinO, and Music Together. Starting in May 2025, a grant from Edison International provided STEM programs at the library. In June 2025, individual music lessons were provided to children on the keyboard, guitar, and drums as part of the Tool Lending Library. In May 2025, Library Fest brought more than 50 people to the library for crafts, performances, and fun.



Library Fest



BambinO: Opera for Babies

Various children's programs took place outside the library during 2024 - 2025. Monthly Nature Walks taught children about the variety of plants and animals in Legacy Park. Outreach at Park Tales and the Boys & Girls Club brought books, crafts, and other activities to Bluffs Park and Webster Elementary.



Nature Walk for Kids



Park Tales at Bluffs Park

Teen Services Programs

Malibu Library's Teen Services Librarian presented 20 programs to nearly 60 teens. A monthly Dungeons & Dragons program created an opportunity for teens to meet regularly each month. Teens also enjoyed such programs as anime drawing and origami.



Anime Your Way With Carlos Nieto

The Teen Services Librarian also took teen programs to Malibu High School and the Malibu Boys & Girls Club, providing programs for 175 teens. Students enjoyed such programs as button making, pumpkin painting, and suncatchers. The Teen Services Librarian also attended Malibu Youth Commission meetings each month, had a table at Get Your Stuff Day, and welcomed teen volunteers to the library.



Malibu Boys & Girls Club



Malibu High School

Adult Services Programs

Programs for adults during the fiscal year included art programs, a monthly book group, Colors & Connections with Dr. Khanh Bui, and outdoor poetry programs. Partnerships with Pepperdine University and the City of Malibu brought regular classical guitar concerts and Caffeinated Verse: Poetry Open Mic programs. More than 570 adults attended 45 programs in 2024 - 2025.



Classical Guitar Concert



Colors and Connection

Malibu Library Speaker Series

The Malibu Library Speaker Series presented 6 speakers, plus the annual Poetry Summit, a youth anti-suicide film event, and a Local Authors Series event. The speakers were:

- Derrick Pitts - astronomer
- Safiya Noble – social scientist and UCLA professor
- Craig Grossi – U.S. Army veteran and author
- Huma Abedin – author and political staffer
- Bill Weir – CNN climate correspondent
- James Conlon – LA Opera conductor



Astronomer Derrick Pitts



Bill Weir

More than 700 people attended the Speaker Series during the fiscal year, enjoying events at Malibu Library, Malibu City Hall, and Pepperdine University. More than 100 people attended the Poetry Summit, and 85 people heard local author Bridget Crocker in conversation with Elle Johnson.

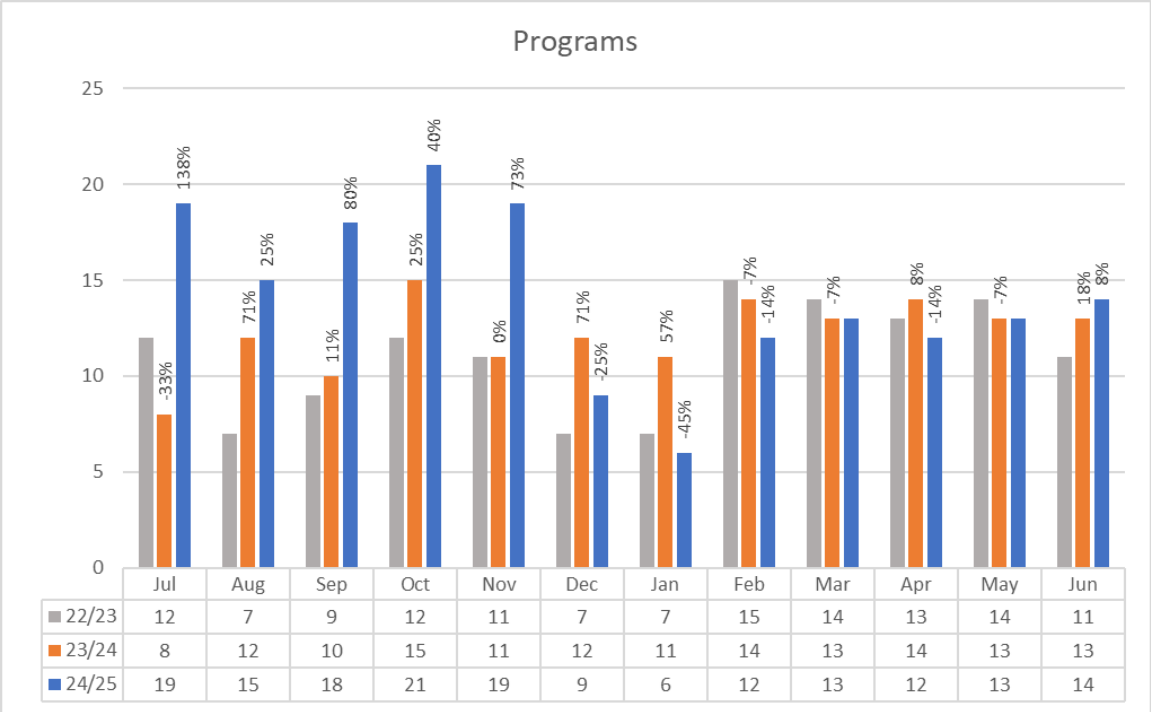
Partnerships that support the Speaker Series include local bookstore Malibu Village Books, which was especially hard-hit by the closure of Pacific Coast Highway after the Palisades Fire. They continued to sell books at the Speaker Series, allowing attendees to purchase books signed by Speaker Series authors.



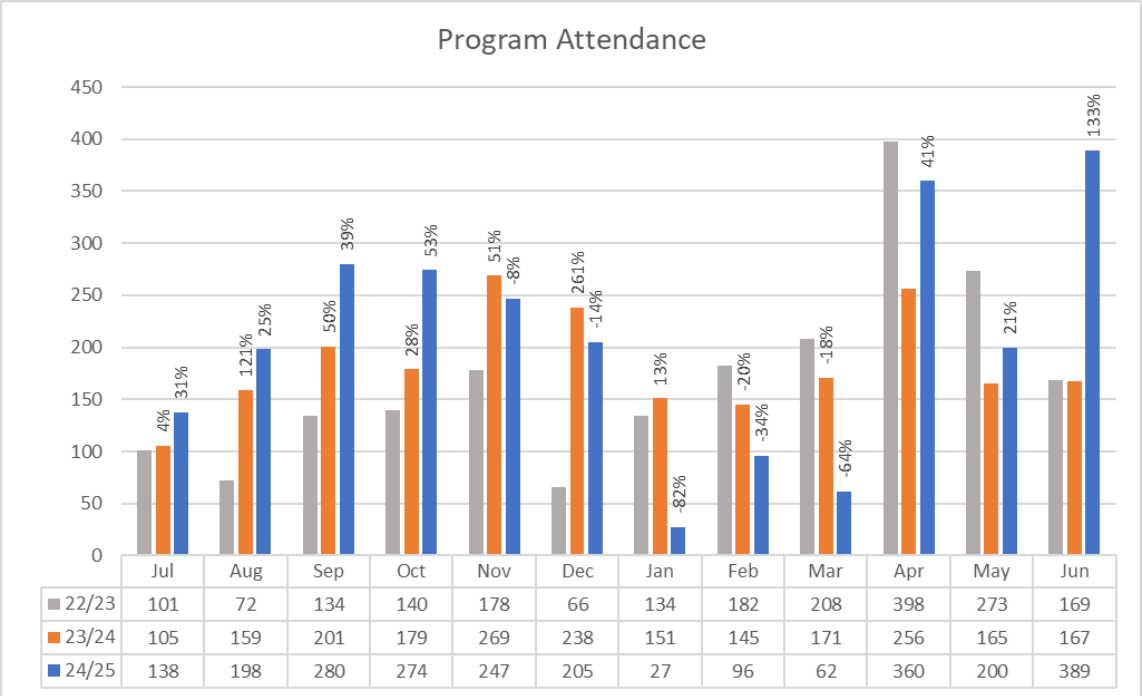
Local authors Elle Johnson and Bridget Crocker



Malibu Village Books



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
22/23	12	7	9	12	11	7	7	15	14	13	14	11
23/24	8	12	10	15	11	12	11	14	13	14	13	13
24/25	19	15	18	21	19	9	6	12	13	12	13	14



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
22/23	101	72	134	140	178	66	134	182	208	398	273	169
23/24	105	159	201	179	269	238	151	145	171	256	165	167
24/25	138	198	280	274	247	205	27	96	62	360	200	389

Outreach

Malibu Library's Outreach Librarian collaborated with City of Malibu Community Services staff to participate in the many events happening around Malibu. The library was represented at monthly Park Tales storytimes; CineMalibu movie events; the Bu Bash; Breakfast With Santa; and various Senior Center programs. The Outreach Librarian provided technology help to seniors, promoted the library at Santa Monica College and the Community Labor Exchange, and began a new series of programs at the Malibu Equestrian Park.



Breakfast With Santa



CineMalibu

Featuring shaded picnic tables and a restroom, the Equestrian Park proved a popular outdoor location for library programs on the west side of Malibu. A book club, monthly painting programs, and a plant swap were held at the park, attended by 32 people.





Monthly Painting Programs at Equestrian Park

Also on the west side of Malibu, the Outreach Librarian participated in Get Your Stuff Day at Malibu High School and conducted programs at Malibu Elementary School and the Boys & Girls Club.

Volunteer Hours

The Friends of the Library actively supported Malibu Library throughout the year. Proceeds from their bookstore sales and book fairs enabled the library to regularly purchase new books and present programs such as Music Together, Dungeons & Dragons, and Caffeinated Verse.



Friends of the Malibu Library



Friends of the Malibu Library Book Sale

Recommendations / Discussion

1. Continue Funding FY 2026 – 2027*
   - Continue funding one security guard to monitor security in/around the library. $130,000.
   - Fund a second security guard, if needed, as library customer activity increases. $130,000.
   - Malibu Library Speaker Series. $125,000.
   - Continue unscheduled maintenance. $100,000.
   - Continue to fund Smart Start programs and staff training. $50,000.
   - Continue unreserved balance (to fund any unanticipated items agreed upon mutually during the year). $150,000.
   - Continue to fund Tool Lending Library. $5,000.
2. Recommendation from Library
   - Add a dedicated Psychiatric Social Work Consultant to provide resources for unhoused community members and those recovering from wildfire impacts. $190,000/year for a 3-year pilot program.
   - Replace and upgrade meeting room A/V system. $150,000.
   - Replace children's study tables. $30,000.
3. Proposals or ideas submitted via the Library Subcommittee
   - Community brigade
   - Youth resilience and preparedness
   - Micro-forest
   - Film society screening series
4. Status of needs assessment or feasibility study

*All costs are estimates; Library will charge actual costs incurred. Note: Items included in prior year reports: Outreach Librarian, Teen Librarian, Additional Service Hours have become part of the permanent staffing and service model for the Malibu Library and will be reflected in the actual costs only moving forward.

BACKGROUND INFORMATION ON LIBRARY SET ASIDE FUNDS

The Malibu Library was established in 1970 by the County of Los Angeles and is located on the county-owned civic center property. On September 2008, the city and county executed a Memorandum of Understanding (MOU) that governs the use of the Set Aside Funds. The MOU established a structure in which the expenditure of the excess funds generated from the taxes that Malibu residents pay could be spent on the Malibu Library. On March 26, 2018, the City and the County amended the MOU extending the term to 2044, with two possible five-year extensions. This report provided an update on those recommendations and on the Library Needs Assessment requested by Council.

The MOU sets a clear annual Library Set Aside Fund review timeline for council and staff meetings with the purpose of reaching an agreement on an expenditure program for the Set Aside Funds in the next fiscal year; however as noted in the MOU, these meetings are advisory in nature and not intended to divest the County Library, or the County of Los Angeles, of any authority to control or use Set Aside Funds.

Library Set Aside Funding Review Timeline	
October	Library Subcommittee meeting to discuss and recommend a prioritized list to the City Council of issues and program recommendations to be discussed at the annual staff meeting.
Early November	City Council meeting to approve a prioritized list of issues and program recommendations to be discussed at the annual staff meeting.
November	Annual City and Malibu Library Staff meeting to discuss the use of the Set Aside Funds for the upcoming fiscal year.
March	Library Subcommittee meeting to provide a recommendation to the City Council concerning use of Library Set Aside Funds
April	City Council meeting to approve the use of Malibu Library Set Aside Funds for fiscal year

ATTACHMENT 5

Guidelines for Use of Set Aside Funds for the Malibu Library

The following document is a brief guide to the existing practices for usage of the Set Aside Funds for Malibu Library, including use restriction, guidelines for any proposals for use of set aside funds, the review and approval process, and examples of current or recent uses for on-site improvements and off-site programs and services.

Use Restriction of Set Aside Funds

Set Aside Funds derived from property tax revenues allocated for public library services constitute restricted public funds and must be used solely to support public library facilities, programs, and services. Consistent with California law, including Article XVI, Section 6 of the California Constitution such funds must serve a clear public purpose within the County's authority and may not be used for non-library municipal services or general community programs that fall outside the scope of public library functions. All proposed uses must demonstrate a direct and substantive connection to core public library services, including access to information, literacy education, and lifelong learning. In addition, off-site programs must be directly tied to and delivered as an extension of LA County Library services, including active involvement of library staff and alignment with library program models.

Set Aside Funds may be used for both one-time improvements at the Malibu Library, such as capital improvements and materials purchases, and for on-going service enhancements at the Library, such as increased Library hours on Sunday or increased staffing levels.

Expenditure of any Set Aside Funds are subject to, and conditioned upon, ongoing approval by the County's Board of Supervisors, but does not supersede the requirement that expenditures must comply with the restricted purpose of the funds as dedicated to public library services.

Guidelines for Proposals for Use of Set Aside Funds

1. Any proposal should demonstrate a clear nexus to public library programming and services, and benefit the communities served by LA County Library and/or Malibu Library, by:
    a. Offering a program or service at the Malibu Library or another publicly accessible space suitable for public library programming (e.g. City Hall, City Parks, or other venues easily accessible to the general public);
    b. Providing a program or service for the community that includes the cooperation, involvement, and/or participation of LA County Library staff;
    c. Including program or service elements that further literacy (including but not limited to information, digital, media, cultural, financial, health, and

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functional literacies), education, and/or lifelong learning within Malibu and LA County, in a manner consistent with the role of a modern public library.

2. Any proposal for a program or service utilizing Set Aside Funds should clearly indicate or include:
    a. Any/all partners involved in the program or service;
    b. A detailed budget;
    c. Program outcomes and goals that demonstrate a benefit to the community;
    d. Demonstrate a clear nexus to public library programs or services, as outlined above.

All uses described above must remain consistent with the intended purpose of Set Aside Funds as supporting public library facilities, programs and services.

Review, Approval, and Procedures

Any proposed use would be evaluated through a professional lens to determine whether it represents an expansion, enhancement, or new development in programs or services that LA County currently offers, or more broadly within the larger public library sphere. Each request is reviewed and approved by Library Executive Leadership, is subject to review by County Counsel, and may require approval by the LA County Board of Supervisors. Mutual approval by the City is demonstrated per City procedures, including review and approval by the Library Subcommittee and City Council.

Proposed programs and services should include a proposal with the items outlined above, including a detailed budget. Once a proposal is mutually approved by City and County, the requesting organization should contact the City ahead of procuring items or incurring costs to ensure that they are allowable expenses for Set Aside Fund use. After City review and approval, City staff forward the proposed costs to County staff for their review and approval.

Example of Set Aside Funds Uses for on-site improvements

1. Security guards at the Malibu Library
2. Additional Staffing for programming and outreach
3. Expanded hours (e.g. two additional evenings a week and Sundays)
4. Malibu Speakers Series
5. Expansion of Tool Lending Library program at Malibu Library
6. Staff development, including but not limited to conferences, trainings, etc., for Malibu Library and LA County Library staff to enhance their ability to provide programs and services to the community

Set Aside Funds have also been used to extend Library Services off-site, upon mutual review, agreement, and approval between the City and County.

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Examples of Set Aside Funds Uses for off-site programs and services that have successfully met the guidelines and demonstrated a nexus to LA County Library programs and services

1. Supporting student access to reading materials, printers, and copiers at Malibu schools.
2. Supporting informational databases for Malibu school students consistent with those offered in public libraries, including film databases, literacy learning tools, and historical research.
3. Supporting the Malibu Boys & Girls Club services to youth to provide programming at the BGC location and allowing the purchase of books, technology equipment, and developmentally appropriate toys, puzzles, games, and sensory items. We also support expanded learning at the BGC such as the Wellness Center, which offers trauma informed learning opportunities and mental health services for youth, which is consistent with Library work to expanding partnership County of Los Angeles Department of Mental Health.
4. Malibu Local Authors and Poetry events, which are held at the Malibu Library and extended to City Hall to accommodate additional residents or equipment needs.

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City Council Meeting
09-28-26
Item 1.B.11

Supplemental Council Agenda Report

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

Prepared by: Angela Loera, Senior Management Analyst

Reviewed by: Christopher Smith, Assistant City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 2, 2026 Meeting date: September 28, 2026

Subject: Malibu Library Set Aside Funds for Fiscal Year 2026-27

RECOMMENDED ACTION: Approve the use of Malibu Library Set Aside Funds for Fiscal Year (FY) 2026-27.

FISCAL IMPACT: There is no fiscal impact on the city with this action. Malibu Public Library services are paid from a designated portion of property tax. Every year, the County of Los Angeles sets aside the difference between the property tax dollars apportioned to the County Library from property within the City and Malibu Library expenses into a designated fund to solely improve Malibu Library facilities and services. The ending balance for Set Aside Funds as of Fiscal Year 2024-25 totaled approximately $28,453,723; this includes a surplus of $3,486,774. Total recommended budget for FY 2026-27 is $1,836,200.

STRATEGIC PRIORITY: N/A

DISCUSSION: The Malibu Monarch Project revised its funding request from $83,750 to $81,200. Attachment 1, Proposed Budget for FY 2026-27, was updated to reflect this change, reducing the total FY 2026-27 budget from $1,838,750 to $1,836,200.

The Library Subcommittee recommendation for funding additional community programming was amended as follows:

1. Malibu Film Society Series ($85,000)
2. Santa Monica Mountains (SAMO) ($85,000)
3. Malibu Monarch Project ($81,200)

4. Malibu Boys & Girls Club Youth Resilience and Preparedness Initiative ($200,000)

ATTACHMENTS:

1. Proposed Budget for FY 2026-27

Library Set Aside Funds
Fiscal Year 2026-27

Recommendations for Continued Funding for FY 2026-27			
Salaries & Benefits			
Qty	Description		Cost
3	FT Security Guards Salary & Benefits	$	390,000
1	FT Outreach Librarian Salary & Benefits *(part of the permanent model)*	$	-
1	FT Teen Librarian I (*part of the permanent model)*	$	-
Programs & Services			
	Boys & Girls Club Library Affiliated Program Supplies	$	50,000
	Malibu-Centric Legacy Park Educational Program	$	75,000
	Malibu Library Speaker Series	$	125,000
	Community Poet Laureate Programming	$	100,000
	Malibu Public Schools Library Materials & Supplies ($15,000/campus)	$	60,000
	Smart Start Programs & Staff Training	$	50,000
	Tool Lending Library	$	5,000
	Update to 2018 Needs Assessment	$	100,000
Operations & Maintenance			
	Continue Additional Service Hours *(part of the permanent model)*	$	-
	Unreserved Balance	$	150,000
	Unscheduled Maintenance	$	100,000
Facility Improvements			
	Replace and upgrade meeting room A/V system	$	150,000
	Replace children's study tables	$	30,000
Total Continued Funding Request		**$**	**1,385,000**

New Recommendations for FY 2026-27			
Programs			
	Malibu Film Society Series*	$	85,000
	Santa Monica Mountains (SAMO)	$	85,000
	Malibu Monarch Project	$	81,200
	Malibu Boys & Girls Club Youth Resilience and Preparedness Initiative	$	200,000
Total New Funding Requests		**$**	**451,200**
Grand Total Budget for FY 2026-27		**$**	**1,836,200**

*Malibu Film Society Series funds were approved as part of the 2025-26 Fiscal Year Budget**

City Council Meeting
09-28-26
Item 1.B.12

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 8, 2026 Meeting date: September 28, 2026

Subject: Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Conditions on Pacific Coast Highway (PCH)

RECOMMENDED ACTION: Adopt Resolution No. 26-65 extending the declaration of the existence of a local emergency related to the continued elevated presence 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.

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

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 Strategic Plan Goal 1 - Support Community Rebuilding and Long-Term Recovery.

DISCUSSION: On November 13, 2023, the Council adopted Resolution No. 23-52 declaring the existence of a local emergency in response to increasing reckless and illegal driving on PCH. The Council last reviewed and extended this declaration on April 27, 2026.

The California Emergency Service Act allows the City to proclaim a local state of emergency when needed to protect the public safety in dire circumstances. The status and use of Pacific Coast Highway ("PCH") currently constitutes a condition, or threatened condition, of extreme peril to the safety of persons and property within the City of Malibu. PCH is the City's main thoroughfare, and each day serves as a commuting route, a residential street, a business corridor, and for persons accessing beaches and other local recreation amenities, a pathway used by pedestrians and cyclists. PCH is a California State Highway (State Route 1) that is managed and maintained by the California Department of Transportation ("Caltrans") with a posted speed limit ranging between 45-55 miles per hour in the City. Excessive speeding, reckless driving, unsafe U-turns, and distracted driving caused by cell phone use and other distractions have resulted in

increased collisions with other motorists, cyclists and pedestrians on PCH that have resulted in injury and death.

According to data from the Statewide Integrated Traffic Records System obtained through UC Berkley's Transportation Injury mapping system, between 2018 and 2022, there were 22 deadly crashes on PCH in the City, resulting in the death of 23 people. Data from the California Highway Patrol indicates that there have been 49 fatalities along PCH in Malibu from 2012-22. And finally, the Los Angeles Times has reported that there have been 170 combined deaths and serious injuries to drivers, passengers, cyclists, and pedestrians between 2011 and 2023 along PCH in the City. Further, countless other close calls or near misses from the danger posed by the conduct on PCH are impossible to quantify. Most recently, a crash occurred on PCH resulting in the tragic and unnecessary loss of four Pepperdine University students who were walking along PCH. According to authorities, the driver of the car was allegedly traveling at a speed in excess of 100 miles per hour when his vehicle lost control, sideswiped at least three parked cars, and then crashed into a group of people including the four Pepperdine University students and two others.

These statistics and the most recent tragedy are all consistent with the day-to-day experience of City residents, visitors, officials, and staff. PCH has become increasingly dangerous to residents and visitors due to the common occurrence of drivers speeding, driving recklessly, or driving while distracted. Residents and visitors are now forced to weigh and modify their use of PCH depending on the time of day and other factors (*e.g.,* weather, weekend vs. weekday, existing traffic conditions, *etc.*) because of the danger posed. Despite efforts by the City and other governmental agencies to improve the safety of PCH, the point has been reached that the risk is just too great. The status quo is no longer acceptable, and action must be taken to mitigate this local emergency.

Safety on PCH is a problem that the City cannot address and fix alone. It will need to work with Caltrans to make changes to PCH itself. PCH is a State Highway managed and controlled by Caltrans. Sections 83 and 90 of the Street and Highways Code state that Caltrans has jurisdiction, possession, control and responsibility for the maintenance of State Highways. Further sections of the Streets and Highways Code make clear that Caltrans is the entity with decision-making power over PCH in the City, including improvements, safety elements and speed limits. Further, Streets and Highway Code section 124 states that it is Caltrans, not the City, that can restrict the use of, or close, a State Highway for the protection of the public.

Furthermore, law enforcement agencies such as the Los Angeles County Sheriff's Department (LASD) and the California Highway Patrol have enforcement jurisdiction over PCH for Vehicle Code violations and other code violations. Given its enforcement jurisdiction over PCH, the City can also work through the LASD to address vehicle code violations and related enforcement action. To effectively effect change, the City must

coordinate and work together with its other governmental partners to implement strategies and solutions to reduce the danger on PCH for all users.

California Government Code Section 8630 empowers the City Council to proclaim the existence of a Local Emergency when there is extreme peril to the safety of persons and property within the territorial limits of the City. Additionally, California Government Code Section 8634 empowers the City Council to promulgate orders and regulations necessary to provide for the protection of life and property during the time of a Local Emergency. These statutes codify the constitutional "police powers" of local governments to adopt local legislation designed to protect the health, safety, and welfare of the community. Further, the City's Municipal Code (Chapter 2.52) establishes the City's disaster council and policies and procedures for dealing with a local emergency. The City's purchasing ordinance (Chapter 2.56) allows for greater flexibility when making purchases for supplies or services in response to a local emergency. Thus, a declaration of local emergency provides the City greater flexibility to act expediently when trying to address and mitigate the danger posed by the local emergency. It may also aid in coordination with other governmental entities and allow the City access to other resources.

Government Code Section 8630 requires that the City Council review the need for continuing a local emergency at least once every 60 days until the City Council terminates the local emergency.

As such, City staff recommend adopting Resolution No. 26-65 extending the declaration of the existence of a local emergency. If adopted, the City Council will review, and as needed renew, this action at least every 60 days.

ENVIRONMENTAL REVIEW:

This resolution and the actions taken and/or proposed herein are not a project pursuant to the California Environmental Quality Act (CEQA) since they are activities that are excluded from the definition of a project by section 21065 of the California Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed actions are organizational or administrative activities of government which will not result in direct or indirect physical changes in the environment. These actions are also exempt from CEQA as specific actions necessary to prevent or mitigate an emergency pursuant to section 21080(b)(4) and section 15269(c) of the State CEQA Guidelines. They also are exempt under CEQA Guidelines Section 15301 – existing facilities. Coordinating and improving infrastructure and safety as well as education and enforcement efforts for safer driving and use of PCH are all exempt activities. Further, to the extent there are minor/temporary uses of land having a negligible or no permanent effect on the environment, these activities are exempt under Section 15304(e) of the CEQA Guidelines.

ATTACHMENTS: Resolution No. 26-65

RESOLUTION NO. 26-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU EXTENDING THE DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO THE CONTINUED ELEVATED PRESENCE 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

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

SECTION 1. Recitals.

A. Condition or threatened conditions of extreme peril to the safety of persons and property have arisen and continue within the City of Malibu caused by the increase in reckless and illegal driving on Pacific Coast Highway ("PCH") in the City. The continued elevated presence of reckless and illegal driving This reckless and illegal driving contributes to collisions with other motorists, cyclists and pedestrians, resulting in injury and death.

B. According to data from the Statewide Integrated Traffic Records System obtained through UC Berkley's Transportation Injury Mapping System, between 2018 and 2022 there were 22 deadly crashes on PCH in the City, resulting in the death of 23 people. According to data from the California Highway Patrol, there have been 49 fatalities along PCH through Malibu from 2012-22. According to the Los Angeles Times there have been 170 deaths and serious injuries to drivers, passengers, cyclists and pedestrians between 2011 and 2023.

C. On October 17, 2023, a crash occurred in the 21500 block of PCH resulting in the tragic loss of four Pepperdine University Students who were walking along the road. According to authorities, the driver of the car was traveling at a speed in excess of 100 miles per hour when he lost control, sideswiped at least three parked cars and then crashed into a group of people including the four Pepperdine University Students and two others.

D. PCH is a California State Highway managed and maintained by the California Department of Transportation ("Caltrans"). The posted speed limit along PCH in the City ranges between 45-55 miles per hour.

E. PCH is the City's main thoroughfare and serves as a commuting route, a residential street and business corridor in the City.

F. City officials, City staff and City residents are tragically aware that PCH has become increasingly dangerous to residents, visitors and commuters, with drivers

regularly exceeding the posted speed limits or driving recklessly or distracted which has resulted in not only the killing and maiming of pedestrians, cyclists and other motorists, but a collective fear and trauma about the risks posed by accessing PCH.

G. Despite efforts by the City and other governmental agencies to improve the safety of PCH, PCH continues to pose a threat to those who drive, walk and/or cycle along it. Serious and dangerous collisions continue to occur too regularly, with four additional fatalities since November 2023.

H. California Government Code Section 8630 empowers the City Council to proclaim the existence of a Local Emergency when there is extreme peril to the safety of persons and property within the territorial limits of the City. Additionally, California Government Code Section 8634 empowers the City Council to promulgate orders and regulations necessary to provide for the protection of life and property during the time of a Local Emergency. These statutes codify the constitutional "police powers" of local governments to adopt local legislation designed to protect the health, safety, and welfare of the community.

SECTION 2. It is hereby proclaimed that:

A. The above recitals are true and correct.

B. The increase in and continuation of dangerous, illegal, reckless and/or distracted driving on PCH in the City currently poses extreme peril to persons and property in Malibu. As such, the City Council finds that the declaration of local emergency remains valid and necessary, and will remain in effect until the extreme danger has subsided.

C. To reduce and prevent the risks associated with dangers posed on PCH, City staff are directed to coordinate with Caltrans, the Los Angeles County Sheriff, the California Highway Patrol, and other entities and government agencies to implement programs, increase enforcement of existing laws and/or develop solutions to reduce the danger on PCH to pedestrians, cyclists and other motorists from dangerous, illegal, reckless and/or distracted driving on PCH.

D. The City Director of Emergency Services, or designee, is directed and authorized to address any and all impacts and conditions caused by the emergency and to obtain any and all aid and assistance from local, county, state, or federal agencies, including but not limited to aid and assistance pursuant to the California Disaster Assistance Act, California Government Code Section 8690 *et. seq.*

E. The City Manager, as the Purchasing Officer of the City pursuant to Malibu Municipal Code Section 2.56.070(C), is authorized to make purchases of supplies or services exceeding twenty-five thousand dollars ($25,000.00) in compliance with Malibu Municipal Code, Chapter 2.56.

F. City staff are directed to report back to the City Council regarding programs and strategies proposed or implemented to mitigate the risk associated with this local emergency.

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 and the actions taken and/or proposed herein are not a project pursuant to the California Environmental Quality Act (CEQA) since they are activities that are excluded from the definition of a project by section 21065 of the California Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed actions are organizational or administrative activities of government which will not result in direct or indirect physical changes in the environment. In the alternative, find that the actions are exempt from CEQA as specific actions necessary to prevent or mitigate an emergency pursuant to section 21080(b)(4) and section 15269(c) of the State CEQA Guidelines.

SECTION 5. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this __ day of _____ 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney

City Council Meeting
09-28-26
Item 1.B.13

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 18,2026 Meeting date: September 28, 2026

Subject: Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Palisades Fire

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RECOMMENDED ACTION: Adopt Resolution No. 26-66, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action. The existence of the local emergency will potentially help qualify the City and its residents for reimbursement for certain disaster response expenditures.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 Strategic Plan Goal 1 - Support Community Rebuilding and Long-Term Recovery.

DISCUSSION: On January 7, 2025, the Palisades Fire started in or around Pacific Palisades and was driven into City limits by a historic Santa Ana Wind event causing hurricane-strength winds in neighboring areas and the City. The strong Santa Ana Winds have created difficulties mitigating the fire and impaired the ability of airborne fire-fighting. The fire combined with high winds and power outages created conditions of extreme peril to the safety of persons and property

On January 14, 2025, the City Council adopted Resolution No. 25-01, confirming the existence of a local emergency and ratifying the Proclamation of Existence of a Local Emergency.

On May 23, 2025, Pacific Coast Highway was opened to the public, and the California National Guard demobilized, leaving fire-impacted neighborhoods vulnerable as an influx of visitors began entering the city. Areas affected by disasters frequently become targets

of criminal activity, including the burglary of uninhabited homes and businesses due to damage and the theft of building materials during the reconstruction process.

The fire caused major disruptions to Malibu's commercial areas, with many businesses experiencing temporary closures, reduced access, severe revenue losses, and some being completely devastated. Because local businesses provide essential services, jobs, and economic stability, the City finds that supporting their recovery is critical. Providing targeted assistance, such as small business grant funding, coordination with state and federal resources, and other temporary relief measures is needed to help affected businesses reopen, rebuild, and recover Malibu's local economy.

Government Code Section 8630 requires that the City Council review the need for continuing a local emergency at least once every 60 days until the City Council terminates the local emergency.

As such, City staff recommends adopting Resolution No. 26-66 extending the declaration of the existence of a local emergency. If adopted, the City Council will review, and as needed renew, this action at least every 60 days.

ATTACHMENTS: Resolution No. 26-66

RESOLUTION NO. 26-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU EXTENDING THE DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY IN RESPONSE TO THE PALISADES FIRE

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

SECTION 1. Recitals.

A. On January 7, 2025, the Palisades Fire started in or around Pacific Palisades and was driven into City limits by a historic Santa Ana Wind event causing hurricane-strength winds in neighboring areas and the City. The strong Santa Ana Winds created difficulties mitigating the fire and impaired the ability of airborne fire-fighting. The fire combined with high winds and power outages created conditions of extreme peril to the safety of persons and property.

B. The Acting Director of Emergency Services of the City proclaimed the existence of a local emergency on January 8, 2025.

C. On January 14, 2025, the City Council adopted Resolution No. 25-01, confirming the existence of a local emergency and ratifying the Proclamation of Existence of a Local Emergency.

D. On March 10, 2025, the City Council adopted Resolution No. 25-09, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

E. On April 28, 2025, the City Council adopted Resolution No. 25-16, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

F. On June 23, 2025, the City Council adopted Resolution No. 25-34, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

G. On August 11, 2025, the City Council adopted Resolution No. 25-43, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

H. On September 29, 2025, the City Council adopted Resolution No. 25-48, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

I. On November 24, 2025, the City Council adopted Resolution No. 25-58, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

J. On January 12, 2026, the City Council adopted Resolution No. 26-04, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

K. On March 9, 2026, the City Council adopted Resolution No. 26-12, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

L. On April 27, 2026, the City Council adopted Resolution No. 26-23, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

M. On June 22, 2026, the City Council adopted Resolution No. 26-41, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

N. On May 23, 2025, Pacific Coast Highway was opened to the public, and the California National Guard demobilized, leaving fire-impacted neighborhoods vulnerable as an influx of visitors began entering the city. Areas affected by disasters frequently become targets of criminal activity, including the burglary of uninhabited homes and businesses due to damage and the theft of building materials during the reconstruction process.

O. The fire caused major disruptions to Malibu's commercial areas, with many businesses experiencing temporary closures, reduced access, severe revenue losses, and some being completely devastated. Because local businesses provide essential services, jobs, and economic stability, the City finds that supporting their recovery is critical. Providing targeted assistance, such as small business grant funding, coordination with state and federal resources, and other temporary relief measures is needed to help affected businesses reopen, rebuild, and recover Malibu's local economy.

SECTION 2. The City Council has reviewed the staff report and conditions justifying the state of local emergency in the City and finds that the declaration of a local emergency remains valid and necessary due to the on-going recovery efforts. Such conditions result in extreme peril to the safety of persons and property located in the 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. 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 __ day of _____ 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

City Council Meeting
09-28-26
Item
1.B.14

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 18, 2026 Meeting date: September 28, 2026

Subject: Resolution Extending the Declaration of the Existence of a Local Emergency and Continuing a Program for Reducing the Risk of Fires Associated with Individuals Engaged in Unpermitted Camping

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RECOMMENDED ACTION: Adopt Resolution No. 26-67 extending the declaration of the existence of a local emergency and continuing a program for reducing the risk of fires associated with individuals engaged in unpermitted camping.

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

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 Strategic Plan Goal 4. Improve Public Safety

Goal 4: Improve Public Safety
Objective 4.2: Increase Wildfire Resiliency
Project: Wildfire Mitigation: Reduce wildfire risk in wildland-urban interface

Goal 4: Improve Public Safety
Objective 4.3: Reduce Homeless Encampments
Strategies: Work with agency partners to remove encampments on public property and hillsides

DISCUSSION: California Government Code Section 8630 empowers the City Council to proclaim the existence of a local emergency when there is extreme peril to the safety of persons and property within the territorial limits of the City. At the June 24, 2024, Regular City Council Meeting, the Council adopted Resolution 24-30, which established criteria for declaring the existence of a local emergency and initiating a program for reducing the risk of fires associated with individuals engaged in unpermitted camping in Very High Fire

Hazard Severity Zones (VHFHSZ), and establishing criteria for when to terminate the local emergency. The criteria for declaring the existence of a local emergency was set at a Live Fuel Moisture (LFM) of 65% or less, as determined by the Los Angeles County Fire Department Forestry Division for Santa Monica Mountains Chamise.

On August 6, 2026, the Los Angeles County Fire Department Forestry Division posted an LFM of 63% for Santa Monica Mountains Chamise. Therefore, the criteria for declaring an emergency has been met, and staff are prepared to implement the program for reducing the risk of fires associated with individuals engaged in unpermitted camping, which includes:

- Collaborating with the City's Homeless Outreach Team, Los Angeles County Sheriff's Department (LASD), and LASD-Homeless Outreach Services Team (HOST) to identify encampments within the areas designated as VHFHSZ, provide outreach, and offer available resources;
- Collaborating with the Outreach Team, LASD, and HOST to provide appropriate notification to those individuals living in hillside encampments of the potential threat to life and the prohibition in effect;
- Collaborating with the Outreach Team, LASD, and HOST to ensure that the VHFHSZ remains free of encampments while also ensuring these efforts do not criminalize individuals living unhoused; and,
- Collaborating with LASD Arson Watch during Red Flag events to watch for signs of smoke columns and fire and communicate early alert and notification of potential wildfire incidents as well as unpermitted activity in canyons and VHFHSZ areas.

Resolution 24-30 also sets minimum criteria for terminating the local emergency, which includes:

- When the City has received a minimum of 2" of recorded rainfall as determined by Los Angeles County Department of Public Works Season Total (October 1- May 1) for the Big Rock Mesa site; and
- The Live Fuel Moisture is 80% or greater as determined by the Los Angeles County Fire Department Forestry Division for Santa Monica Mountains Chamise; and
- There has been no Fire Weather Watch or Red Flag Warning in the previous two weeks; and
- When there is no Fire Weather Watch or Red Flag Warning in the extended forecast as determined by the National Weather Service (NWS) California Fire Weather Forecast for either the Malibu Coast or Santa Monica Mountains NRA.

On September 3,2026 , the Los Angeles County Fire Department Forestry Division posted an LFM of 60% for Santa Monica Mountains Chamise.

Government Code Section 8630 requires the City Council to review the need for continuing a local emergency at least once every 60 days until the City Council terminates the local emergency. As the minimum criteria for termination the local emergency established in Resolution No. 24-30 have not been met, Staff recommends that the Council adopt the attached Resolution extending the local emergency for fire risk conditions.

ATTACHMENTS: Resolution No. 26-67

RESOLUTION NO. 26-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU EXTENDING THE DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY AND CONTINUING A PROGRAM FOR REDUCING THE RISK OF FIRES ASSOCIATED WITH INDIVIDUALS ENGAGED IN UNPERMITTED CAMPING

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

SECTION 1. Recitals.

A. Wildfires are a frequent disaster in California, causing significant harm and loss to individuals, communities, and wildlife. Malibu is among the areas devastated by wildfire - losing hundreds of homes and acres of vegetation and suffering hundreds of millions of dollars in damages in the 2025 Palisades Fire.

B. A vegetation fire in Malibu at any time of the year poses a danger to life and property. A vegetation fire during a Red Flag event poses extreme peril to the safety of persons and property within Malibu. Historically, the most devastating wildfires in Malibu have occurred between September and January when the wildland and chaparral are at their driest, the Santa Ana winds are most prevalent, and the humidity is at its lowest.

C. CAL Fire has identified three zones based on increasing fire hazard severity: medium, high, and very high. Considering various factors such as historical fire patterns, proximity to wildland and parkland, abundant chaparral, and severe drought, CAL FIRE has classified the entire area where the City of Malibu is situated as a Very High Fire Hazard Severity Zone (VHFHSZ).

D. Live fuel moisture (LFM) is a common indicator of fire risk and an LFM of 60% or lower is considered critical. Each year, local fire risk conditions have continually hit critical levels. As climate change extends and exacerbates our local fire season, the risk of harm or loss of life for individuals increases.

E. Individuals engaged in unpermitted camping in the VHFHSZ are at significant risk of loss of life due to being trapped by wildfires since they are not likely to receive traditional emergency alerts sent through cell phones. In addition, individuals who are attempting to leave the mountainous region during a wildfire could be trapped by fires that start from the ember cast that precedes the fire front in a wind-driven fire. This situation also increases the risk that emergency responders may have to divert resources from fighting the fire to assist these individuals.

F. Individuals engaged in unpermitted camping in the VHFHSZ may be reliant on fires for everyday activities, including cooking food and keeping warm. These activities increase the risk of nearby brush catching fire and rapidly spreading.

G. Malibu has experienced numerous vegetation fires linked to individuals engaged in unpermitted camping in areas designated as VHFHSZ and in 2021, Malibu experienced more than twenty-three fires attributed to this cause.

H. On June 24, 2024, the City Council adopted Resolution 24-30 which established criteria for declaring the existence of a local emergency and initiating a program for reducing the risk of fires associated with individuals engaged in unpermitted camping in VHFHSZ and establishing criteria for when to terminate the local emergency.

I. The criteria for declaring the existence of a local emergency were set at an LFM of 65% or less as determined by the Los Angeles County Fire Department Forestry Division for Santa Monica Mountains Chamise.

J. On September 3, 2026, the Los Angeles County Fire Department Forestry Division posted an LFM of 60% for Santa Monica Mountains Chamise.

SECTION 2. It is hereby proclaimed that:

1. The criteria for declaring the existence of a local emergency have been met. As such, the City Council finds that a declaration of local emergency remains valid and necessary, and will remain in effect until the extreme danger of wildfire subsides.

2. To prevent the occurrences of fire and loss of life and property, unpermitted camping is prohibited in areas designated as a VHFHZ in Malibu.

3. City staff is directed to act in collaboration with the Malibu Homeless Outreach Team, Los Angeles County Sheriff's Department (LASD), and the LASD Homeless Outreach Services Team (HOST) to implement a program for reducing the risk of fires associated with individuals who are engaged in unpermitted camping.

4. City staff is directed to work with LASD to remove all individuals engaged in unpermitted camping in any and all areas designated as VHFHZ in Malibu. If necessary to accomplish this object, such individuals should be arrested and prosecuted to the fullest extent permissible by law.

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 and the actions taken and/or proposed herein are not a project pursuant to the California Environmental Quality Act (CEQA) since they are activities that are excluded from the definition of a project by section 21065 of the California Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed actions are organizational or administrative activities of government which will not result in direct or indirect physical changes in the environment. In the alternative, find that the actions are exempt from CEQA as specific

actions necessary to prevent or mitigate an emergency pursuant to section 21080(b)(4) and section 15269(c) of the State CEQA Guidelines.

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 28th day of September 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

City Council Meeting
09-28-26
Item 1.B.15.

Council Agenda Report

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

Prepared by: Julie Santia, Associate Engineer

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

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 3, 2026 Meeting date: September, 28 2026

Subject: Approval of Final Parcel Map No. 83016 and Subdivision Improvement Agreement

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RECOMMENDED ACTION: 1) Adopt Resolution No. 26-70 approving Final Parcel Map No. 83016, Assessor Parcel Numbers 4470-012-046 and 4470-012-002, located at 6301 Trancas Canyon Road, for recordation; 2) Authorize the City Manager to execute the Subdivision Improvement Agreement for Parcel Map No. 83016; 3) Authorize the City Engineer to submit the Final Parcel Map for recordation; and 4) authorize the City Attorney to approve as to form all related documents and bonds, as the City Attorney determines are legally appropriate and necessary.

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

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: On July 17, 2023, the Planning Commission approved a tentative parcel map to subdivide two parcels (Assessor Parcel Numbers 4470-012-046 and 4470-012-002) located at 6301 Trancas Canyon Road (Third Point Land Company, LLC) into four parcels: 6.57 acres (Parcel 1), 6.31 acres (Parcel 2), 6.12 acres (Parcel 3) and 5.86 acres (Parcel 4). Planning Commission Resolution No. 23-34 also approved Coastal Development Permit No. 19-091 for the land division.

The Contract City Surveyor and City Engineer have determined the map is complete and accurate, all conditions of the tentative map approval have been satisfied, and the map complies with the Subdivision Map Act. Therefore, the City Engineer recommends

approval of the final map. Upon completion of this action, the final map will be recorded with the Los Angeles County Recorder's Office.

Final approval of the subdivision is a ministerial act upon satisfaction of all conditions of the tentative map approval. The City may only deny approval of a final map where evidence establishes that a condition of the tentative map has not been satisfied.

In conjunction with approval of the final parcel map, the City and the Developer must enter into a Subdivision Improvement Agreement as required by the Subdivision Map Act. As a condition of approval, the Developer is required to construct utility improvements and has posted a bond in the amount of $1,142,782 (Bond No.800287680) guaranteeing construction of the required improvements within the right-of-way.

The improvements include survey monuments, adequately sized water system facilities, including a public fire hydrant, and underground utility improvements approximately located between the intersection of Trancas Canyon Road and Pacific Coast Highway and Lunita Drive. The underground utility improvements also include new conduits, pull boxes, and associated work. The public improvements and project location can be found in Exhibit B of the Subdivision Improvement Agreement.

STAFF FOLLOW UP: Upon Council approval, the City Engineer will execute the Final Parcel Map and submit it for recordation with the Los Angeles County Recorder's Office.

ATTACHMENTS:

1. Resolution No. 26-70
2. Subdivision Improvement Agreement and related documents
3. Parcel Map (reduced copy)

RESOLUTION NO. 26-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU APPROVING FINAL PARCEL MAP NO. 83016 FOR RECORDATION, APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT, AND AUTHORIZING RELATED ACTIONS FOR THE PROPERTY LOCATED AT 6301 TRANCAS CANYON ROAD (ASSESSOR'S PARCEL NOS. 4470-012-046 AND 4470-012-002)

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

SECTION 1. Recitals.

A. On July 17, 2023, the Planning Commission approved tentative parcel map for the subdivision of one parcel into four parcels located at 6301 Trancas Canyon Road (Assessor Parcel Numbers 4470-012-046 and 4470-012-002) consisting of: 6.57 acres (Parcel 1), 6.31 acres (Parcel 2), 6.12 acres (Parcel 3) and 5.86 acres (Parcel 4). Additionally, Planning Commission Resolution No. 23-34 approved Coastal Development Permit No. 19-091 for the land division.

As conditions of approval, the developer is required to install survey monuments and construct utility and other required improvements and to enter into a Subdivision Improvement Agreement with the City guaranteeing completion of those improvements, secured by faithful performance and labor and materials bonds.

B. The required utility and other improvements have not yet been completed and accepted by the City. Accordingly, the developer has submitted a Subdivision Improvement Agreement and related bonds guaranteeing completion of the required improvements..

C. Government Code section 66462 requires the developer, as a condition precedent to approval of the final parcel map, to enter into an agreement with the City to complete the required improvements at the developer's expense and to provide security guaranteeing performance of the agreement.

D. The City Engineer has determined that Final Parcel Map No. 83016 is complete, technically correct, conforms to the approved tentative parcel map and applicable requirements, and that all conditions required for approval have either been satisfied or secured through the Subdivision Improvement Agreement and related bonds.

SECTION 2. The City Council hereby approves Parcel Map No. 83016 for Map Recordation.

SECTION 3. The City Council hereby approves the Subdivision Improvement Agreement for Final Parcel Map No. 83016 and authorizes the City Manager to execute the agreement on behalf of the City.

SECTION 4. The City Engineer is authorized to submit Final Parcel Map No. 83016 for recordation after confirming that all required documents and bonds have been executed and approved.

SECTION 5. The City Attorney is authorized to approve as to form all related documents and bonds and to make any non-substantive revisions determined to be legally appropriate or necessary.

SECTION 6. 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 __th day of ____ 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL/TRACT MAP NO. 83016

between

THE CITY OF MALIBU

a California municipal corporation

and

Third Point Land Company, LLC.,

a Delaware limited liability company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL/TRACT MAP NO. 83016

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 2026, by and between the City of Malibu, a California municipal corporation ("City") and Third Point Land Company, LLC, a Delaware limited liability company("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Malibu Planning Commission (PC) on July 17, 2023 through PC Resolution 23-34 (Coastal Development Permit (CDP) No. 19-091). The tentative parcel/tract map is identified in City records as Parcel Map No. 83016 ("Tentative Map").

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 83016 ("Final Map"), which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by the City's Municipal Code, the Subdivision Map Act (California Government Code section 66410, *et seq.*) ("Map Act"), the conditions of approval for the Tentative Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to the City's Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Final Map for the Property.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of Los Angeles; (c) the City Council of the City of Malibu ("City Council") approves the final map for the Property; and (d) City of Malibu records the final map for the Property in the Recorder's Office of the County of Los Angeles. If any of the above described conditions are not satisfied before expiration of the Tentative Map, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

If the foregoing conditions are not satisfied before expiration of the Tentative Map, including any approved extensions thereof, this Agreement shall automatically terminate without further action by either party, and neither party shall have any further rights or obligations under this Agreement, except as expressly provided herein. Notwithstanding the foregoing, the Parties may, by mutual written agreement, extend the timeframe to satisfy conditions (a) through (d) above.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Final Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities in accordance with the Tentative Map, applicable conditions of approval, applicable law, and the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Final Map, ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements. For avoidance of doubt, Developer shall install a new public fire hydrant. The hydrant shall be installed, tested, and accepted prior to construction and vehicular access to the hydrant must be maintained serviceable thorough construction. In addition to and independent of the obligations imposed by the conditions of approval, Developer expressly agrees to underground the nine (9) utility poles along the Pacific Coast Highway frontage of APN 4470-012-002, together with removal, relocation, or other treatment of those poles and appurtenant facilities as required

by the applicable utility providers and approved plans. The Parties acknowledge that this nine-pole undergrounding requirement is not separately stated in the conditions of approval. Developer nevertheless agrees that it is a binding obligation under this Agreement and part of the Public Improvements secured by the Security.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Developer shall coordinate with all utility providers and public agencies necessary to complete the Public Improvements, including Los Angeles County Waterworks District No. 29 and the Los Angeles County Fire Department, as applicable. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Warranty of Improvement Plans. Developer warrants that the plans and specifications for the Public Improvements substantially conform to the approved Tentative Map, all applicable conditions of approval, and all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements.

2.5 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.6 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents

and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.7 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.8 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at

such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twenty-four (24) months following recordation of the Final Map. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City. It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards,

the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. To the extent applicable, Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. Without limiting Section 2.0, Developer shall complete the undergrounding of the facilities supported by the nine (9) utility poles along the Pacific Coast Highway frontage described in Section 2.0, install adequately sized water-system facilities serving all lots and installation of the new public fire hydrant and Exhibit "B."

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable

and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. Developer also grants City and its officers, employees, consultants, agents, and contractors a license to enter the Property at reasonable times to inspect the Public Improvements and, following a default or in an emergency, to perform or complete work authorized by this Agreement.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City shall provide the Notice in writing, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable

attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Los Angeles, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement. Should Developer fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the

necessary work and Developer must pay to City the actual cost of such repairs plus fifteen percent (15%) for City's administrative overhead costs. This Section is not a waiver of any other right City may have for correcting faulty workmanship or defective materials.

12.0 Security.

12.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"), currently **One Million One Hundred Forty Two Thousand Seven Hundred Eighty Two Dollars ($1,142,782.00)**. If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

12.1.1 Faithful Performance Security. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of **One Million One Hundred Forty Two Thousand Seven Hundred Eighty Two Dollars ($1,142,782.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

12.1.2 Labor and Material Security. To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of **One Million One Hundred Forty Two Thousand Seven Hundred Eighty Two Dollars ($1,142,782.00)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal

to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.1.3 Guarantee and Warranty Security. To provide in the amount of twenty percent (20%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

12.1.4 Subdivision Monument Security. To guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for the Map in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall furnish to City security in the amount of **Fifty Seven Thousand Two Hundred Eighty Five** Dollars (**$57,285.00**), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said security may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for the Map.

12.2 Bond/Surety Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.3 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.4 Alternative Security. Developer may, at its election, substitute alternative Security, substantially in the form attached hereto as Exhibit "D" ("Alternative Security"), to secure the performance of the Developer's obligations to satisfactorily complete all of the Public Improvements. If the security is a lien on the Property, the lien shall be recorded against the Property in a first priority (senior) position, subordinate only to liens for the payment of property taxes and/or assessments. Developer acknowledges that upon recordation of any mortgage or deed of trust against the Property, such mortgage or deed of trust must be subordinated to the security lien unless Developer elects to replace the Security Lien with another form of Security as provided in this Agreement. If the Alternative Security is a letter of credit, said letter of credit shall not be

terminated by the issuing bank unless said bank provides no less than sixty (60) days prior written notice to City. In the event the issuing bank terminates, or proposes to terminate, the letter of credit, Developer shall provide a substitute letter of credit of equal amount, or a surety bond issued by an admitted surety of equal amount. City shall not be required to release or reduce any surety bond for any of the Public Improvements unless and until Developer has provided fully executed, and as applicable recordable, forms of Alternative Security, in a form and substance required hereby, and then only to secure the performance of the obligations set forth herein. The amount of any Alternative Security shall be based on the Estimated Costs. If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Alternative Security in the amount requested by City. Developer's compliance with this provision shall in no way limit or modify Developer's indemnification obligation provided in this Agreement.

13.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

14.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

15.0 Insurance.

15.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section, the "indemnified parties" shall mean City, its elected officials, officers,

employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

15.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars ($1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

15.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum limits of One Million Dollars ($1,000,000.00) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

15.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and disease.

15.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars ($1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

15.1.5 Contractors Pollution Liability. If applicable to this Agreement and required by City, Contractors Pollution Liability Insurance covering all of Developer's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of $5,000,000 per loss and $10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

For projects involving transportation of hazardous waste/materials, the policy shall include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

15.2 Deductibles. Any deductibles or self-insured retentions must be approved by City in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

15.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

15.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

15.5 Endorsements.

15.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

> **Additional Insured:** The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.
>
> **Primary Insurance:** This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
>
> **Severability:** In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate

policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

15.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

16.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

17.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor or subcontractor of City.

18.0 General Provisions.

18.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

18.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

18.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

18.4 Notices. All notices, demands, invoices, and written communications required by this Agreement shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by United States mail, postage prepaid, or such other addresses as the Parties may designate by written notice:

CITY:
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: City Engineer

DEVELOPER:
Third Point Land Company, LLC
c/o Kelemen Company
19100 Von Karman Ave, Suite 480
Irvine, CA 92612
Attn: Tibor Keleman

18.5 Notice by mail shall be deemed received three (3) business days after deposit in the United States mail; personal or overnight delivery shall be deemed received upon delivery. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager may execute administrative or non-substantive amendments that do not materially alter

the scope of Public Improvements, reduce required Security, release Developer or Security, or materially change Developer's obligations. Material amendments require City Council approval unless applicable law authorizes another City official to approve them.

18.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

18.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

18.8 Assumption of Obligations Upon Sale or Transfer. In the event all of the Improvements are not completed and approved as required by this Agreement prior to sale or transfer of the Property, or any portion thereof, Developer shall obtain from the purchaser, or transferee, an executed acknowledgement and assumption of all rights and obligations created by this Agreement in a form approved by the City Attorney. No sale or transfer shall relieve Developer of any obligation under this Agreement unless and until the City expressly releases Developer in writing pursuant to Section 18.7.

18.9 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

18.10 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

18.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18.12 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

18.13 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

18.14 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

18.14.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

18.14.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

18.15 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

18.16 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE FOR SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF MALIBU AND THIRD POINT LAND COMPANY, LLC

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MALIBU

By: _____
Joseph Irvin, City Manager

THIRD POINT LAND COMPANY, LLC

By: _____
Signature

TIBOR KEREMEN
Print Name

MANAGER
Title

ATTEST:

By: _____
Kelsey Pettijohn, City Clerk

By: _____
Signature

_____
Print Name

_____
Title

APPROVED AS TO FORM:

By: _____
Trevor Rusin, Interim City Attorney

NOTE: DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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 September 24, 2026 before me, Connie Nguyen, Notary Public, personally appeared Tibor Kelemen, 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.

CONNIE NGUYEN
Notary Public - California
Orange County
Commission # 2517505
My Comm. Expires Apr 17, 2029

Signature: _____ (seal)

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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL MAP NO. 83016

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 4470-012-046)

A PARCEL OF LAND, BEING A PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407 ET SEQ. OF PATENTS, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTHEAST AND EASTERLY BY THE CENTER LINE OF TRANCAS CANYON ROAD, 60 FEET WIDE, AS DESCRIBED IN THE DEED RECORDED IN BOOK 15157, PAGE 18, OF OFFICIAL RECORDS OF SAID COUNTY, AND THE CENTER LINE OF TRANCAS CANYON ROAD, 40 FEET WIDE, AS DESCRIBED IN THE DECREE OF CONDEMNATION IN THE SUPERIOR COURT LOS ANGELES, CASE NO. 119161, RECORDED IN BOOK 7207, PAGE 331 OF SAID OFFICIAL RECORDS, BOUNDED ON THE SOUTHWESTERLY BY THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO TRANCAS TOWN, LTD., RECORDED DECEMBER 29, 1967 AS INSTRUMENT NO. 1605 IN BOOK D-3871, PAGE 617, OFFICIAL RECORDS, OF SAID COUNTY; AND BOUNDED ON THE NORTHWEST BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF TRANCAS CANYON ROAD, AS SHOWN ON THE MAP OF TRACT NO. 26956, RECORDED IN BOOK 697, PAGES 73 TO 76 OF MAPS, RECORDS OF SAID COUNTY, SAID POINT BEING SOUTH 43° 17' 45" EAST 90.44 FEET FROM THE NORTHWESTERLY TERMINUS OF THAT COURSE SHOWN ON SAID MAP AS NORTH 43° 17' 45" WEST 187.58 FEET; THENCE SOUTH 41° 44' 15" WEST TO SAID SOUTHWESTERLY LINE.

EXCEPT THEREFROM THOSE PORTIONS INCLUDED WITHIN TRANCAS CANYON ROAD, AS DESCRIBED IN SAID DEED RECORDED IN BOOK 15157, PAGE 18, OFFICIAL RECORDS, OF SAID COUNTY, AND IN THE DECREE OF CONDEMNATION RECORDED IN BOOK 7207, PAGE 331 OF SAID COUNTY.

ALSO EXCEPT THEREFROM THE FOLLOWING AS CONTAINED IN THE DEED FROM THE MARBLEHEAD LAND COMPANY, A CORPORATION, RECORDED JULY 18, 1941 AS INSTRUMENT NO. 856 IN BOOK 18590, PAGE 196 OF SAID OFFICIAL RECORDS:

A. ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN, AND UNDER SAID LANDS AND EVERY PART THEREOF, PROVIDED, HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUED AS RESERVING TO GRANTOR, ITS SUCCESSORS IN INTEREST, OR ASSIGNS, THE SURFACE RIGHT TO GO UPON SAID LAND TO EXTRACT SAID SUBSTANCES.

B. ALL WATER AND ALL RIPARIAN RIGHTS TO SAID WATERS, ON OR UNDER THAT PART OF THE ABOVE DESCRIBED LAND LYING SOUTHERLY OF A LINE BEARING SOUTH 84° 57' 28" EAST DRAWN FROM A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED RECORDED IN BOOK 18590, PAGE 196, OF OFFICIAL RECORDS OF SAID COUNTY. DISTANT NORTHERLY 600 FEET FROM THE SOUTHWEST CORNER THEREOF.

PARCEL 2: (APN: 4470-012-002)

A PARCEL OF LAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407 ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE 80 FEET STRIP OF LAND DESCRIBED IN THE DEED FROM T. R. CADWALADER, TRUSTEE, ET AL., TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 15228, PAGE 342, OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING BEING NORTH 41° 20' 45" EAST 40.00 FEET FROM ENGINEER'S CENTER LINE STATION 410 PLUS 53.51 AT THE WESTERLY Order No: 92011510-920-CMM-CM8 EXTREMITY OF THAT CERTAIN COURSE IN THE CENTER LINE OF SAID 80 FEET STRIP DESCRIBED IN SAID DEED AS "SOUTH 48° 39' 15" EAST 926.93 FEET"; THENCE NORTH 41° 20' 45" EAST 354.00 FEET; THENCE NORTH 62° 20' 55" WEST 2401.74 FEET TO THE EASTERLY LINE OF TRACT NO. 12971, AS PER MAP RECORDED IN BOOK 248, PAGES 49 AND 50 OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE AS FOLLOWS: SOUTH 5° 45' 30" WEST 298.00 FEET AND SOUTH 29° 33' 17" EAST 48.96 FEET TO A POINT IN THE NORTHERLY LINE OF PACIFIC COAST HIGHWAY, 90 FEET WIDE, AS SHOWN ON THE MAP OF SAID TRACT 12971, SAID NORTHERLY LINE BEING A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 4550.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 25° 19' 52" WEST 10.00 FEET TO THE NORTHERLY LINE OF SAID 80 FEET STRIP OF LAND DESCRIBED IN BOOK 15228, PAGE 342, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID 80 FEET STRIP OF LAND TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING AS CONTAINED IN THE DEED FROM MARBLEHEAD LAND COMPANY, A CORPORATION, RECORDED JULY 18, 1941 AS INSTRUMENT NO. 856, IN BOOK 18590, PAGE 196, OF OFFICIAL RECORDS.

(A) ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF, PROVIDED HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUED AS RESERVING TO GRANTOR, ITS SUCCESSORS IN INTEREST, OR ASSIGNS, THE SURFACE RIGHTS TO GO UPON SAID LAND TO EXTRACT SAID SUBSTANCES.

(B) ALL WATER AND ALL RIPARIAN RIGHTS TO SAID WATERS, ON OR UNDER THAT PART OF THE ABOVE DESCRIBED LAND LYING SOUTHERLY OF A LINE BEARING SOUTH 84° 57' 28" EAST DRAWN FROM A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED RECORDED IN BOOK 18590, PAGE 196, OF OFFICIAL RECORDS OF SAID COUNTY. DISTANT NORTHERLY 600 FEET FROM THE SOUTHWEST CORNER THEREOF.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL MAP NO. 83016

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

1. Monumentation of parcel map boundaries, street centerline, and lot boundaries based on field survey.

2. Installation of adequately sized water-system facilities serving all lots and installation of the new public fire hydrant, including testing and acceptance by the applicable agencies at the stage required for the Project.

3. Undergrounding of the overhead power, telephone, and cable television facilities presently supported by nine (9) utility poles along the Pacific Coast Highway frontage of APN 4470-012-002, including coordination with the applicable utility providers and removal, relocation, or other treatment of the nine poles and appurtenant facilities as required by the utility providers and approved plans. The Parties acknowledge that this nine-pole undergrounding requirement is not separately stated in the conditions of approval; Developer nevertheless agrees that it is a binding obligation under this Agreement and part of the Public Improvements secured by the Security.

4. Infrastructure requirements of Los Angeles County Waterworks District No. 29 reflected in the Referral Sheet for 6301 Trancas Canyon Rd dated December 26, 2019.

5. All drainage, stormwater/water-quality, erosion-control, utility, and other appurtenant improvements shown on the approved improvement plans and included in the City Engineer-approved cost estimate for the Public Improvements.

6. All transitions, restoration, relocation of conflicting facilities, and incidental work reasonably necessary to complete the foregoing Public Improvements in accordance with applicable City and agency requirements.

Bond No. 800287680

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL MAP NO. 83016

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

MONUMENTS BOND: $57,285.00
Surety: Atlantic Specialty Insurance Company
Attorney-in-fact: Yung T. Mullick
Address: 605 Highway 169 North, Suite 800,
Plymouth, MN 55441

FAITHFUL PERFORMANCE BOND: $1,142,782.00

Surety: Atlantic Specialty Insurance Company
Attorney-in-fact: Yung T. Mullick
Address: 605 Highway 169 North, Suite 800,
Plymouth, MN 55441

PAYMENT BOND: $1,142,782.00

Surety: Atlantic Specialty Insurance Company
Attorney-in-fact: Yung T. Mullick
Address: 605 Highway 169 North, Suite 800,
Plymouth, MN 55441

GUARANTEE AND WARRANTY SECURITY BOND: $228,556.00
Surety: Atlantic Specialty Insurance Company
Attorney-in-fact: Yung T. Mullick
Address: 605 Highway 169 North, Suite 800,
Plymouth, MN 55441

Bond No. 800287680

Premium Included in Performance Bond Cost

CITY OF MALIBU

MONUMENTS SURETY BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 83016 require that the City of Malibu, a municipal corporation of the State of California ("CITY"), by its City Council, and Third Point Land Company, LLC, a Delaware limited liability company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and Atlantic Specialty Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of New York, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of **Fifty Seven Thousand Two Hundred Eighty Five** Dollars (**$57,285.00**) said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION of the above obligation is such that, whereas the Principal is the owner of Malibu Parcel No. 83016 which is subject to the requirement of having sufficient durable monuments to confirm with the standards described in California Business and Professions Code Section 8771; and

WHEREAS, the Principal is legally obligated to cause said monuments to be set within 24 months of the Parcel Map filing date: and

WHEREAS, the Principal, as a condition to filing a final subdivision map on said parcel, is required pursuant to California Government Code Section 66441 and 66495 through 66498, inclusive, to execute a bond guaranteeing payment to the registered civil engineer or licensed surveyor for the setting of said monuments.

NOW, THEREFORE, if the Principal shall pay the registered civil engineer or licensed surveyor for his services in setting the monuments for the above referenced parcel, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and, upon demand by the City, Surety shall pay to the City the amount of this bond, and shall also, in case suit is brought upon this bond, pay to City court costs and a reasonable attorney's fee, to be fixed by the Court.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way

affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on September 24, 20 26.

Atlantic Specialty Insurance Company	Third Point Land Company, LLC
Name of Surety	Principal
	By: _____
	Title: _____
605 Highway 169 North, Suite 800, Plymouth, MN 55441	and
Mailing Address of Surety	
(800) 662-0156	By: _____
Telephone No. of Surety	Title: _____
By: _____	
Emilie Young, Attorney in Fact	

Approved as to form:

_____

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.
NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Los Angeles County.
MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."
REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Los Angeles County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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)

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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

_____
Signature

_____
Print Name

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ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona

County of Maricopa }

On this SEP 2 4 2026, before me Danielle Hanson
[Name of Notary Public]

personally appeared Emilie Young, whose identity was proven
[Name of Signer]

to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

DANIELLE IRIS HANSON
Notary Public - Arizona
Maricopa County
Commission # 653538
My Commission Expires
August 11, 2027

Witness my hand and official seal.

(Seal)
[Affix Seal Here]

Signature of Notary Public

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Christine Woolford, Emilie Young, Irene Luong, James W. Moilanen, P. Austin Neff, Thao Luu, Yung T. Mullick**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of September, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Bond No. 800287680

Annual Premium: $22,856.00

CITY OF MALIBU

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: PARCEL MAP NO. 83016

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 83016 require that the City of Malibu, a municipal corporation of the State of California ("CITY"), by its City Council, and Third Point Land Company, LLC, a Delaware limited liability company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and Atlantic Specialty Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of New York, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of **One Million One Hundred Forty Two Thousand Seven Hundred Eighty Two Dollars ($1,142,782.00)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all

provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on September 24, 2026.

Atlantic Specialty Insurance Company	Third Point Land Company, LLC
Name of Surety	Principal
	By: _____
	Title: _____
605 Highway 169 North, Suite 800, Plymouth, MN 55441	and
Mailing Address of Surety	
(800) 662-0156	By: _____
Telephone No. of Surety	Title: _____
By: _____	
Emilie Young, Attorney in Fact	

Approved as to form:

_____

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.
NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Los Angeles County.
MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."
REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Los Angeles County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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)

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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

_____
Signature

_____
Print Name

ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona

County of Maricopa }

On this SEP 2 4 2026, before me Danielle Hanson
[Name of Notary Public]

personally appeared Emilie Young, whose identity was proven
[Name of Signer]

to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

DANIELLE IRIS HANSON
Notary Public - Arizona
Maricopa County
Commission # 653538
My Commission Expires
August 11, 2027

Witness my hand and official seal.

(Seal)
[Affix Seal Here]

Signature of Notary Public

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Christine Woolford, Emilie Young, Irene Luong, James W. Moilanen, P. Austin Neff, Thao Luu, Yung T. Mullick**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of September, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

CITY OF MALIBU

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: PARCEL MAP NO. 83016

WHEREAS, the conditions placed on the tentative/parcel map for Parcel No. 83016 require that the City of Malibu, a municipal corporation of the State of California ("CITY"), by its City Council, and Third Point Land Company, LLC, a Delaware limited liability company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and Atlantic Specialty Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of New York, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **One Million One Hundred Forty Two Thousand Seven Hundred Eighty Two Dollars ($1,142,782.00)**, said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

Bond No. 800287680

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on September 24, 2026.

Atlantic Specialty Insurance Company	Third Point Land Company, LLC
Name of Surety	Principal
	By: _____
	Title: _____
605 Highway 169 North, Suite 800, Plymouth, MN 55441	and
Mailing Address of Surety	
(800) 662-0156	By: _____
Telephone No. of Surety	Title: _____
By: _____	
Emilie Young, Attorney in Fact	

Approved as to form:

_____

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.
NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Los Angeles County.
MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."
REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Los Angeles County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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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 _____

On _____, 2026, before me, _____, Notary Public, personally appeared _____, 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.

[SEAL]

Signature_____

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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

_____
Signature

_____
Print Name

ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona

County of Maricopa }

On this SEP 2 4 2026, before me Danielle Hanson
[Name of Notary Public]

personally appeared Emilie Young, whose identity was proven
[Name of Signer]

to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Witness my hand and official seal.

DANIELLE IRIS HANSON
Notary Public - Arizona
Maricopa County
Commission # 653538
My Commission Expires
August 11, 2027

(Seal)
[Affix Seal Here]

Signature of Notary Public

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Christine Woolford, Emilie Young, Irene Luong, James W. Moilanen, P. Austin Neff, Thao Luu, Yung T. Mullick**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of September, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

CITY OF MALIBU

SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

PROJECT: PARCEL MAP NO. 83016

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 83016 require that the City Council of the City of Malibu, State of California, and Third Point Land Company, LLC, a Delaware limited liability company ("PRINCIPAL") enter into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance ("Agreement"); and

WHEREAS, PRINCIPAL is required under the terms of the Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Agreement.

NOW, THEREFORE, we, PRINCIPAL and Atlantic Specialty Insurance Company a New York Corporation, admitted and duly authorized to transact business under the laws of the State of California as surety ("SURETY"), are held and firmly bound unto the City of Malibu as obligee ("CITY"), in the penal sum of **Two Hundred Twenty Eight Thousands Five Hundred Fifty Six Dollars ($228,556)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against CITY or any person employed by CITY.

Bond No. 800287680

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on September 24, 2026.

Atlantic Specialty Insurance Company	Third Point Land Company, LLC
Name of Surety	Principal
	By: _____
	Title: _____
605 Highway 169 North, Suite 800, Plymouth, MN 55441	and
Mailing Address of Surety	
(800) 662-0156	By: _____
Telephone No. of Surety	Title: _____
By: _____	
Emilie Young, Attorney in Fact	

Approved as to form:

_____

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.
NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Los Angeles County.
MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."
REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Los Angeles County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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)

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 _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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)

ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona

County of Maricopa }

On this SEP 2 4 2026, before me Danielle Hanson
[Name of Notary Public]

personally appeared Emilie Young, whose identity was proven
[Name of Signer]

to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

DANIELLE IRIS HANSON
Notary Public - Arizona
Maricopa County
Commission # 653538
My Commission Expires
August 11, 2027

Witness my hand and official seal.

(Seal)
[Affix Seal Here]

Signature of Notary Public

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Christine Woolford, Emilie Young, Irene Luong, James W. Moilanen, P. Austin Neff, Thao Luu, Yung T. Mullick**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of September, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE **Nº 08950**

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Atlantic Specialty Insurance Company

of New York *, organized under the*

laws of New York *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 16th *day of* September, 2011, *I have hereunto set my hand and caused my official seal to be affixed this* 16th *day of* September, 2011.

Dave Jones
Insurance Commissioner

By Valerie J. Sarfaty
for Nettie Hoge ~~xxxxxx~~
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CR-3

OSP 00 39391

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

_____
Signature

_____
Print Name

EXHIBIT "D"

ALTERNATIVE SECURITY

PARCEL MAP NO. 83016

[***IF ALTERNATIVE SECURITY IS PROVIDED, IN LIEU OF SURETY BONDS, CITY MANAGER AND CITY ATTORNEY MUST APPROVE THE FORM AND CONTENT OF SUCH ALTERNATIVE SECURITY INSTRUMENT, PRIOR TO CITY COUNCIL CONSIDERATION***]

PARCEL MAP NO. 83016

IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
FOR SUBDIVISION PURPOSES

BEING A MERGER AND RESUBDIVISION OF A PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407 ET SEQ. OF PATENTS, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNER(S) OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE DISTINCTIVE BORDER LINES SHOWN UPON THIS MAP AND CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF MALIBU AS AN EASEMENT FOR PUBLIC PURPOSES:

THE 10-FOOT WIDE STRIP OF LAND LABELED “TRANCAS CANYON RIGHT OF WAY DEDICATION PER THIS MAP” AS SHOWN HEREON.

WE HEREBY RESERVE, CREATE AND ESTABLISH THE 30 FOOT EASEMENT FOR PRIVATE STREET, PRIVATE INGRESS AND EGRESS, PUBLIC UTILITILY, STORM DRAIN, EMERGENCY VEHICLE ACCESS, MAINTENANCE, AND ALL APPURTENANT EASEMENTS AS SHOWN ON THIS MAP FOR THE BENEFIT OF THE CURRENT AND FUTURE OWNERS OF THE PARCELS CREATED HEREBY. WE FURTHER CONSENT TO THE RECORDATION OF THE EASEMENTS, OFFERS OF DEDICATION, AND RESERVATIONS AS SHOWN ON THIS MAP.

BY: _____ DATE:_____
THIRD POINT LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: KELEMEN CAPITAL LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER
BY: TIBOR KELEMEN, ITS MANAGER

BENEFICIARY'S STATEMENT:

HANKEY CAPITAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS A BENEFICIARY, UNDER DEED OF TRUST RECORDED JUNE 11, 2020, AS INSTRUMENT NO. 20200633320, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY

BY:_____ DATE:_____
NAME: TITLE:

BY:_____ DATE:_____
NAME: TITLE:

BENEFICIARY'S STATEMENT:

YINFENG (OLINNA) ZHOU, RICHARD MU AND CORINTE HOLDINGS, LLC, AS A BENEFICIARY, UNDER DEED OF TRUST RECORDED SEPTEMBER 15, 2023, AS INSTRUMENT NO. 20230616420, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY

BY:_____ DATE:_____
NAME: TITLE:

BY:_____ DATE:_____
NAME: TITLE:

SIGNATURE OMISSIONS:

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436(A) (3)(A) (I-VIII) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOCAL AGENCY.

ASSOCIATED TELEPHONE COMPANY, LTD., A CORPORATION, HOLDER OF AN EASEMENT FOR TELEPHONE LINE PURPOSES RECORDED IN BOOK 17146, PAGE 339 OF OFFICIAL RECORDS
NOTE: SAID EASEMENT IS INDETERMINATE IN NATURE.

MARBLEHEAD LAND COMPANY, A DELAWARE CORPORATION, HOLDER OF AN EASEMENT FOR UTILITIES, INGRESS AND EGRESS RECORDED JULY 18, 1941 IN BOOK 18590, PAGE 196 OF OFFICIAL RECORDS

SOUTHERN CALIFORNIA EDISON COMPANY LTD., A CORPORATION, HOLDER OF AN EASEMENT FOR POLES, WIRES AND OTHER INCIDENTALS THERETO RECORDED APRIL 25, 1947 IN BOOK 24489, PAGE 262 OF OFFICIAL RECORDS
NOTE: SAID EASEMENT IS INDETERMINATE IN NATURE.

TRANCAS TOWN LTD., A LIMITED PARTNERSHIP, HOLDER OF AN EASEMENT FOR ROAD ACCESS RECORDED MARCH 22, 1977 AS INSTRUMENT NO. 77-286891, OF OFFICIAL RECORDS.

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436(A) (3C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AS SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOCAL AGENCY.

MARBLEHEAD LAND COMPANY, A DELAWARE CORPORATION, HOLDER OF RIGHTS TO ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES RECORDED JULY 18, 1941 AS INSTRUMENT NO. 856 IN BOOK 18590, PAGE 196 OF OFFICIAL RECORDS

CITY TREASURER'S STATEMENT:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF MALIBU TO WHICH THE LAND INCLUDED IN THE WITHIN SUDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL

_____ DATE: _____
RUTH QUINTO
CITY TREASURER
CITY OF MALIBU

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THIRD POINT LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY ON FEBRUARY 19, 2026 . I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; IF ANY; THAT THE MONUMENTS ARE OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACED.

_____, 09/14/2026
SHANE J. WOLTERS , PLS 9987 DATE
CA 5, INC.

PROFESSIONAL LAND SURVEYOR — SHANE J. WOLTERS — L.S. 9987 — STATE OF CALIFORNIA

BASIS OF BEARINGS:

THE BEARING FOR THIS MAP IS NORTH 21°53'25" EAST FOR THE CENTERLINE OF TRANCAS CANYON ROAD, AS SHOWN ON TRACT MAP NO. 26955, AS PER MAP RECORDED IN BOOK 687, PAGES 8 THROUGH 11, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

CITY ENGINEERS STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION ORDINANCES OF THE CITY OF MALIBU APPLICABLE AT THE TIME OF APPROVAL OF TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ DATE: _____
TATIANA HOLDEN
ASSISTANT PUBLIC WORKS DIRECTOR / CITY ENGINEER
R.C.E. NO. 81995

CITY SURVEYORS STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL PROVISIONS OF THE CITY AND STATE SUBDIVISION LAWS APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

_____ DATE: _____
CHRISTOPHER G. VANDREY
CITY SURVEYOR, CITY OF MALIBU
P.L.S. 8783

LICENSED LAND SURVEYOR — CHRISTOPHER G VANDREY No. 8783 — STATE OF CALIFORNIA

CITY CLERKS CERTIFICATE:

I, KELSEY PETTIJOHN, CITY CLERK OF THE CITY OF MALIBU, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE MALIBU CITY COUNCIL AT A REGULAR MEETING, HELD ON THE _____ DAY OF _____, 20___ AND THAT THEREUPON THE SAID COUNCIL DID BY ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

I FURTHER CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MALIBU ACCEPTED ON BEHALF OF THE PUBLIC ALL OFFERS OF DEDICATION SHOWN HEREON.

_____

_____

_____ DATE: _____
KELSEY PETTIJOHN
CITY CLERK

LOS ANGELES COUNTY TAX CERTIFICATE:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY
OF LOS ANGELES, STATE OF CALIFORNIA.

BY:_____ DATE:_____, 2026

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____
HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES
AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN
ON ON THIS MAP AS REQUIRED BY LAW EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY:_____ DATE:_____, 2026

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

Attachment 3

PARCEL MAP NO. 83016

IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
FOR SUBDIVISION PURPOSES

BEING A MERGER AND RESUBDIVISION OF A PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407 ET SEQ. OF PATENTS, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTARY ACKNOWLEDGEMENT:

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 _____

ON THIS ____ DAY OF _____, 20____, BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED

_____,

_____,

_____,

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_____

NAME OF NOTARY:_____

COUNTY IN WHICH COMMISSIONED:_____

DATE COMMISSION EXPIRES:_____

COMMISSION NUMBER:_____

NOTARY ACKNOWLEDGEMENT:

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 _____

ON THIS ____ DAY OF _____, 20____, BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED

_____,

_____,

_____,

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_____

NAME OF NOTARY:_____

COUNTY IN WHICH COMMISSIONED:_____

DATE COMMISSION EXPIRES:_____

COMMISSION NUMBER:_____

NOTARY ACKNOWLEDGEMENT:

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COUNTY OF _____

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STATE OF CALIFORNIA
COUNTY OF _____

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A NOTARY PUBLIC, PERSONALLY APPEARED

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WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE_____

NAME OF NOTARY:_____

COUNTY IN WHICH COMMISSIONED:_____

DATE COMMISSION EXPIRES:_____

COMMISSION NUMBER:_____

SCALE: 1" = 150'

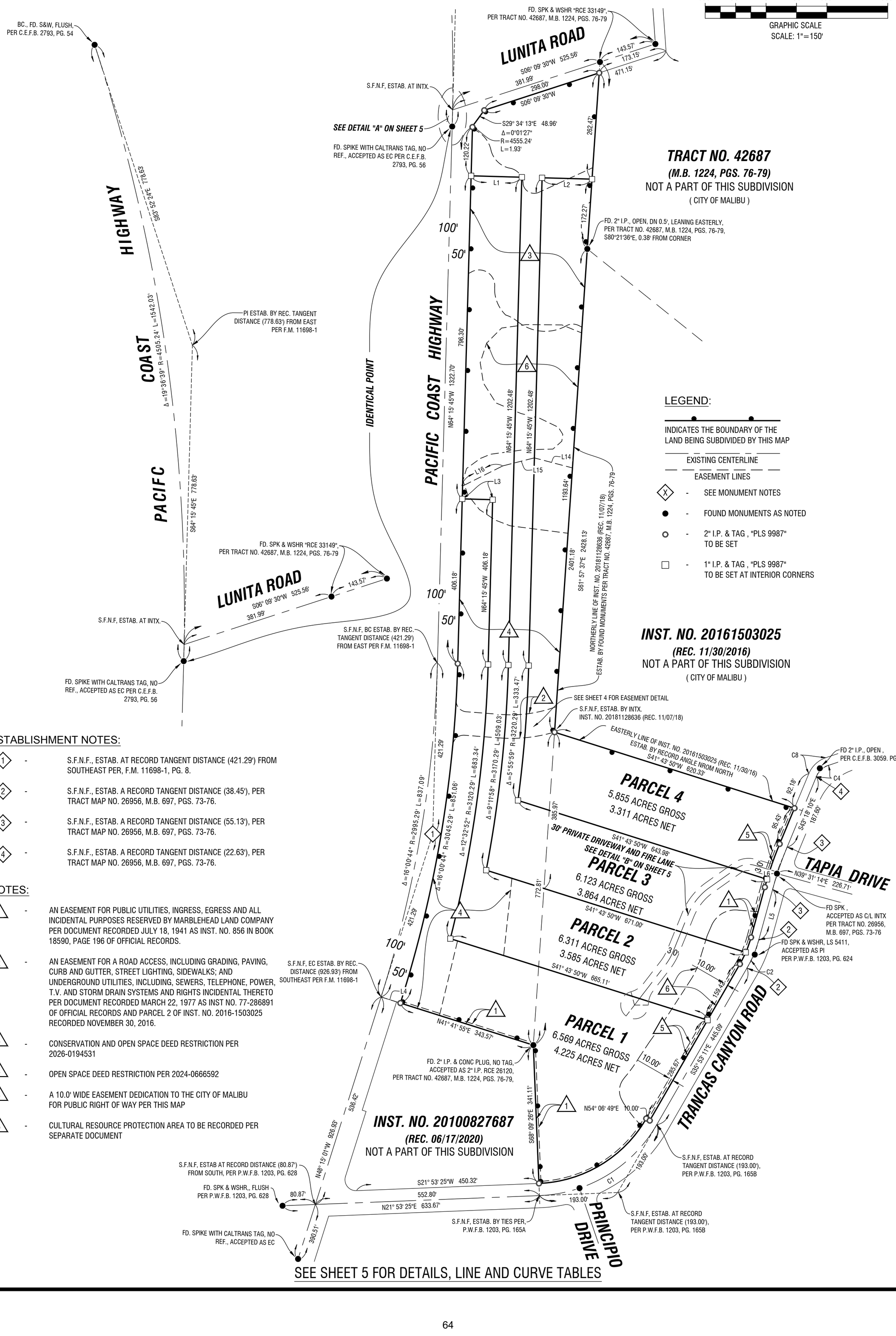
PARCEL MAP NO. 83016

IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
FOR SUBDIVISION PURPOSES

BEING A MERGER AND RESUBDIVISION OF A PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407 ET SEQ. OF PATENTS, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

150' 75' 0' 75' 150' 300'

GRAPHIC SCALE
SCALE: 1"=150'



LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

EXISTING CENTERLINE

EASEMENT LINES

X - SEE MONUMENT NOTES

● - FOUND MONUMENTS AS NOTED

○ - 2" I.P. & TAG , "PLS 9987" TO BE SET

□ - 1" I.P. & TAG , "PLS 9987" TO BE SET AT INTERIOR CORNERS

ESTABLISHMENT NOTES:

1 - S.F.N.F., ESTAB. AT RECORD TANGENT DISTANCE (421.29') FROM SOUTHEAST PER, F.M. 11698-1, PG. 8.

2 - S.F.N.F., ESTAB. A RECORD TANGENT DISTANCE (38.45'), PER TRACT MAP NO. 26956, M.B. 697, PGS. 73-76.

3 - S.F.N.F., ESTAB. A RECORD TANGENT DISTANCE (55.13'), PER TRACT MAP NO. 26956, M.B. 697, PGS. 73-76.

4 - S.F.N.F., ESTAB. A RECORD TANGENT DISTANCE (22.63'), PER TRACT MAP NO. 26956, M.B. 697, PGS. 73-76.

NOTES:

1 - AN EASEMENT FOR PUBLIC UTILITIES, INGRESS, EGRESS AND ALL INCIDENTAL PURPOSES RESERVED BY MARBLEHEAD LAND COMPANY PER DOCUMENT RECORDED JULY 18, 1941 AS INST. NO. 856 IN BOOK 18590, PAGE 196 OF OFFICIAL RECORDS.

2 - AN EASEMENT FOR A ROAD ACCESS, INCLUDING GRADING, PAVING, CURB AND GUTTER, STREET LIGHTING, SIDEWALKS; AND UNDERGROUND UTILITIES, INCLUDING, SEWERS, TELEPHONE, POWER, T.V. AND STORM DRAIN SYSTEMS AND RIGHTS INCIDENTAL THERETO PER DOCUMENT RECORDED MARCH 22, 1977 AS INST NO. 77-286891 OF OFFICIAL RECORDS AND PARCEL 2 OF INST. NO. 2016-1503025 RECORDED NOVEMBER 30, 2016.

3 - CONSERVATION AND OPEN SPACE DEED RESTRICTION PER 2026-0194531

4 - OPEN SPACE DEED RESTRICTION PER 2024-0666592

5 - A 10.0' WIDE EASEMENT DEDICATION TO THE CITY OF MALIBU FOR PUBLIC RIGHT OF WAY PER THIS MAP

6 - CULTURAL RESOURCE PROTECTION AREA TO BE RECORDED PER SEPARATE DOCUMENT

SEE SHEET 5 FOR DETAILS, LINE AND CURVE TABLES

SCALE: 1" = 80'

PARCEL MAP NO. 83016

IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
FOR SUBDIVISION PURPOSES

BEING A MERGER AND RESUBDIVISION OF A PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407 ET SEQ. OF PATENTS, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SEE SHEET 3

PARCEL 1
INST. NO. 20161503025
(REC. 11/30/2016)
NOT A PART OF THIS SUBDIVISION
(CITY OF MALIBU)

PARCEL 4
5.855 ACRES GROSS
3.311 ACRES NET

PARCEL 3
6.123 ACRES GROSS
3.864 ACRES NET

PARCEL 2
6.311 ACRES GROSS
3.585 ACRES NET

PARCEL 1
6.569 ACRES GROSS
4.225 ACRES NET

INST. NO. 20100827687
(REC. 06/17/2020)
NOT A PART OF THIS SUBDIVISION

S.F.N.F, BC ESTAB. BY REC. TANGENT DISTANCE (421.29') FROM EAST PER F.M. 11698-1

S.F.N.F, ESTAB. BY INTX. INST. NO. 20181128636 (REC. 11/07/18)

S.F.N.F, EC ESTAB. BY REC. DISTANCE (926.93') FROM SOUTHEAST PER F.M. 11698-1

FD. 2" I.P., OPEN , PER C.E.F.B. 3059. PG. 51

FD SPK , ACCEPTED AS C/L INTX PER TRACT NO. 26956, M.B. 697, PGS. 73-76

FD SPK & WSHR, LS 5411, ACCEPTED AS PI PER P.W.F.B. 1203, PG. 624

FD. 2" I.P. & CONC PLUG, NO TAG, PER TRACT NO. 42687, M.B. 1224, PGS. 76-79, ACCEPTED AS PROP. CORNER

FD. SPK & WSHR., FLUSH PER P.W.F.B. 1203, PG. 628

FD. SPIKE WITH CALTRANS TAG, NO REF., ACCEPTED AS EC

FD. LT&T, "LA COUNTY ENGINEER", PER P.W.F.B. 1203, PG. 165A

S.F.N.F, ESTAB. AT RECORD TANGENT DISTANCE (193.00'), PER P.W.F.B. 1203, PG. 165B

S.F.N.F, ESTAB. BY TIES PER , P.W.F.B. 1203, PG. 165A

S.F.N.F, ESTAB. AT RECORD TANGENT DISTANCE (80.87') FROM SOUTH, PER P.W.F.B. 1203, PG. 628

30' PRIVATE DRIVEWAY AND FIRE LANE SEE DETAIL "B" ON SHEET 5

CULTURAL RESOURCE ARE TO BE RECORDED PER SEPARATE DOCUMENT

SEE DETAIL "C" ON SHEET 5

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

EXISTING CENTERLINE

EASEMENT LINES

X - SEE MONUMENT NOTES

● - FOUND MONUMENTS AS NOTED

◎ - 2" I.P. & TAG , "PLS 9987" TO BE SET

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4 - OPEN SPACE DEED RESTRICTION PER 2024-0666592

5 - A 10.0' WIDE EASEMENT DEDICATION STREET DEDICATION TO THE CITY FOR PUBLIC RIGHT OF WAY PER THIS MAP.

GRAPHIC SCALE
SCALE: 1"=80'

SEE SHEET 5 FOR DETAILS, LINE AND CURVE TABLES

SCALE: VARIES

SHEET 5 OF 5 SHEETS

PARCEL MAP NO. 83016

IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FOR SUBDIVISION PURPOSES

BEING A MERGER AND RESUBDIVISION OF A PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407 ET SEQ. OF PATENTS, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

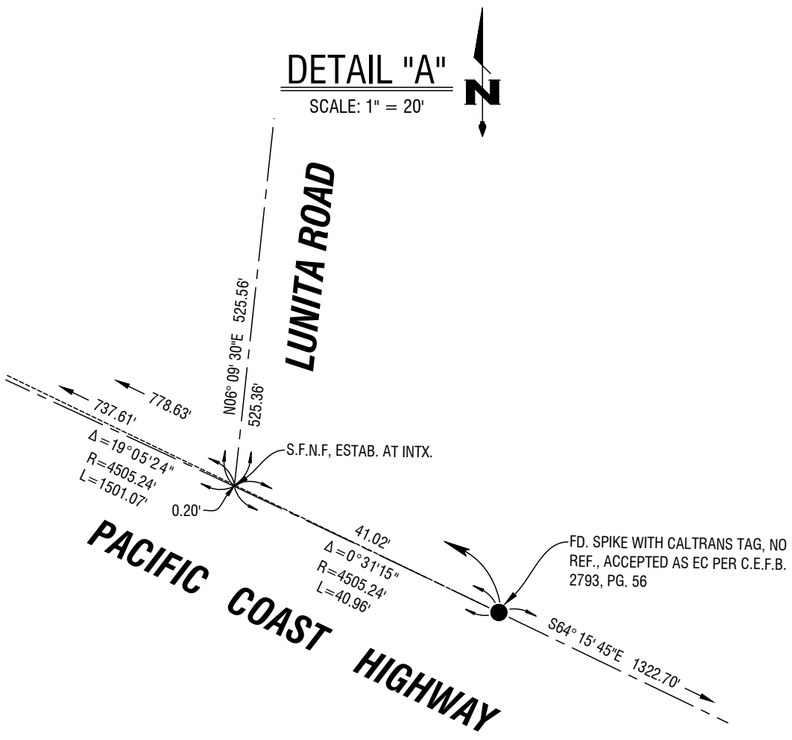
LINE TABLE		
LINE	BEARING	LENGTH
L1	S25°44'15"W	125.00'
L2	S25°44'15"W	123.09'
L3	S25°44'15"W	75.00'
L4	N41°44'59"E	50.00'
L5	S50°28'46"E	128.38'
L6	N50°28'46"W	40.13'
L7	N50°28'46"W	4.27'
L8	N50°28'46"W	10.73'
L9	N43°18'10"W	55.13'
L10	S41°43'50"W	20.08'
L11	S68°09'26"E	30.00'
L12	N28°33'06"E	86.61'
L13	N28°33'06"E	86.47'
L14	S38°52'59"W	97.26'
L15	S09°54'57"W	79.99'
L16	S02°24'26"E	111.21'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	57°46'36"	349.79'	352.72'
C2	14°35'35"	300.29'	76.48'
C3	7°10'36"	879.12'	110.12'
C4	48°53'53"	49.77'	42.48'
C5	57°46'36"	319.79'	322.47'
C6	14°35'35"	280.29'	71.39'
C7	7°10'36"	899.12'	112.62'
C8	48°53'53"	69.77'	59.55'
C9	6°35'03"	280.29'	32.21'
C10	8°00'33"	280.29'	39.18'
C11	1°16'49"	899.12'	20.09'
C12	1°34'03"	899.12'	24.60'
C13	4°19'44"	899.12'	67.93'
C14	51°29'33"	35.00'	31.46'
C15	51°29'33"	50.00'	44.94'

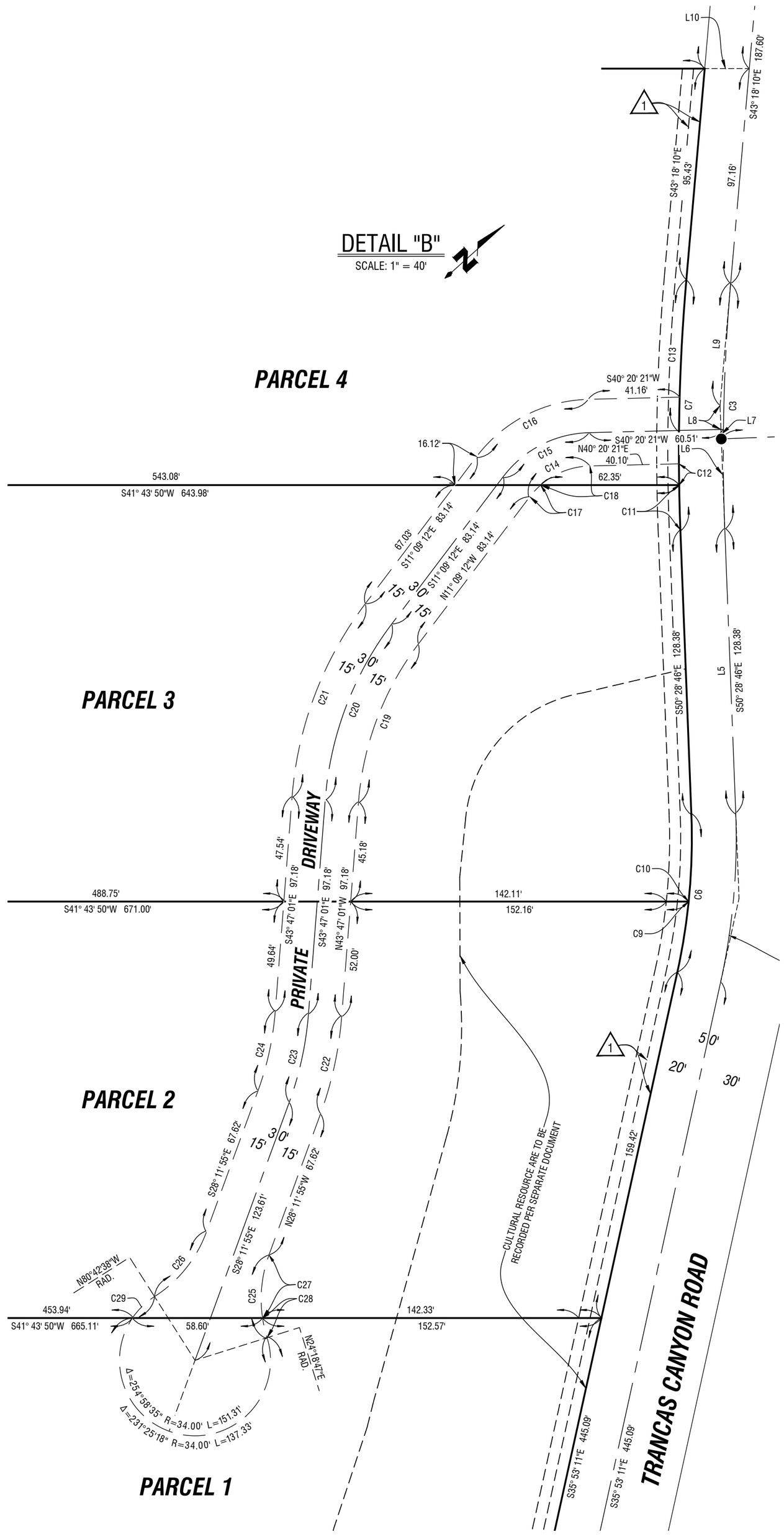
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C16	51°29'33"	65.00'	58.42'
C17	11°45'16"	35.00'	7.18'
C18	39°44'17"	35.00'	24.27'
C19	32°37'49"	135.00'	76.88'
C20	32°37'49"	150.00'	85.43'
C21	32°37'49"	165.00'	93.97'
C22	15°35'06"	165.00'	44.88'
C23	15°35'06"	150.00'	40.80'
C24	15°35'06"	135.00'	36.72'
C25	37°29'18"	58.00'	37.95'
C26	37°29'18"	58.00'	37.95'
C27	28°31'19"	58.00'	28.87'
C28	8°57'59"	58.00'	9.08'
C29	23°33'18"	34.00'	13.98'
C30	16°30'57"	349.79'	100.83'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C31	41°15'38"	349.79'	251.89'
C32	12°13'36"	3045.29'	649.85'
C33	2°05'20"	3045.29'	111.02'
C34	1°41'49"	3045.29'	90.19'
C35	88°52'58"	27.00'	41.89'
C36	24°55'57"	317.00'	137.94'
C37	20°58'05"	375.00'	137.23'
C38	89°01'42"	27.00'	41.95'

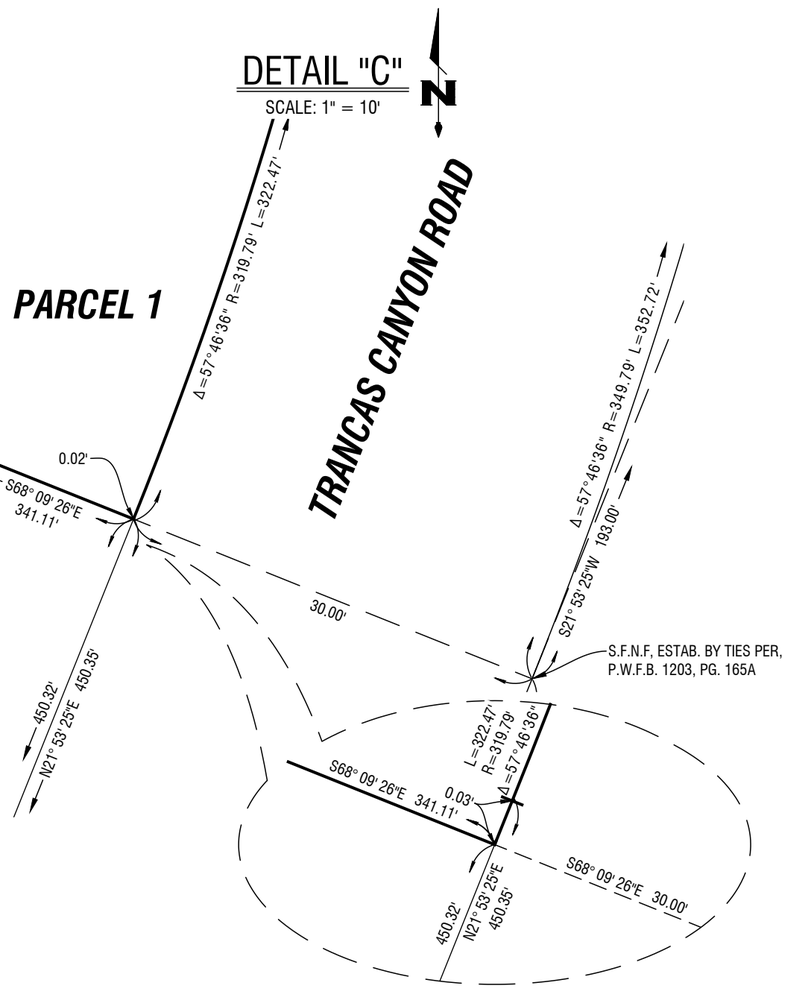
DETAIL "A"
SCALE: 1" = 20'



DETAIL "B"
SCALE: 1" = 40'



DETAIL "C"
SCALE: 1" = 10'



City Council Meeting
09-28-26
Item
7.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
Tracey Rossine, Environmental Programs Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 31, 2026 Meeting date: September 28, 2026

Subject: City Hall Solar Power Project

RECOMMENDED ACTION: 1) Receive an update from staff and a presentation from the Clean Power Alliance on the Power Ready Round 2 Program and the proposed City Hall Solar and Battery Energy Storage Project; and 2) Direct staff to continue coordination with Clean Power Alliance to advance the project.

FISCAL IMPACT: No additional appropriation is required at this time. Clean Power Alliance (CPA), through its Power Ready Round 2 Program, will provide upfront and ongoing funding for eligible project costs associated with the proposed solar photovoltaic and battery energy storage systems, including engineering, construction, permitting, operations, and maintenance. Accordingly, there are no upfront or additional costs to the City for the solar and battery energy storage components proposed through the Power Ready Program.

The proposed project also includes electric vehicle (EV) charging infrastructure. The City is eligible for up to $250,000 through CPA's Energized Communities Community Charging Pathway to support eligible EV charging improvements. Eligible expenses may include charging equipment, installation, feasibility studies, infrastructure upgrades, and related technical services.

CPA has identified optional technical services totaling $52,195, which, if selected by the City, would be paid from the City's $250,000 Community Charging Pathway allocation, leaving approximately $197,805 available for eligible EV charging equipment and installation cost.

STRATEGIC PRIORITY: 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: Develop local clean generation infrastructure in response to outages, power shutoffs and wildfire risk.

DISCUSSION: The City Hall Solar Power Project has been a long-standing City initiative intended to reduce energy consumption and operating costs, increase the use of renewable energy, and improve the sustainability of City Hall operations. The project was originally included in the City's Capital Improvement Program in 2017, and design plans were completed in 2018. The original project included solar carport structures in the upper City Hall parking lot and EV charging stations.

Following completion of the original design, the project was placed on hold due to funding constraints and competing City priorities associated with recovery from the Woolsey Fire. Funding was subsequently restored, and in 2023 the City initiated a process to update the previous design to reflect current codes and available technology. In February 2024, rather than proceeding directly with redesign, the City Council directed staff to first conduct a feasibility analysis of the project. In June 2024, the City Council authorized an agreement with Kimley-Horn and Associates to complete that analysis.

Since that time, staff have continued evaluating opportunities to advance the City's renewable energy and resiliency goals, including looking into options from the CPA. The City Council voted to become a member of the CPA in December 2017, and CPA began providing electricity services to Malibu customers in February 2019. Since then, the City's participation in CPA has provided access to programs and incentives supporting renewable energy, energy efficiency, electrification, EV charging, and community resiliency.

Through its membership in CPA, the City became eligible to participate in Power Ready Round 2 Program, a program that provides CPA member agencies and critical community facilities with on-site solar generation and battery energy storage systems. The program is designed to provide clean backup power during outages while supporting broader clean energy and resiliency goals.

CPA evaluated Malibu City Hall and developed a preliminary project scope that includes a solar carport on the northern portion of the upper parking lot, a battery energy storage system, and EV charging infrastructure. The preliminary system includes approximately 48 kW AC of solar capacity and a 43 kW/170 kWh battery system capable of providing approximately eight hours of backup power to selected critical loads. Critical functions identified for the project include the Emergency Operations Center, public broadcast,

information technology, and Sheriff's Department operations. The existing emergency generator would continue to serve its designated loads in parallel with the proposed system.

Participation in Power Ready Round 2 Program presents a different project delivery approach from the City's previously contemplated capital project. Under the program, CPA would provide upfront and ongoing funding for eligible solar and battery system costs and would manage engineering, procurement, construction, operations, maintenance, and system performance. CPA indicates that participating agencies would have no upfront or additional costs for the Power Ready solar and battery system. CPA would maintain and operate the system during the 20-year program term. At the end of the term, the City would have the option to purchase the system at fair-market value; otherwise, the system would be removed at no cost to the City.

The proposed project also provides an opportunity to expand EV charging infrastructure at City Hall. The preliminary scope anticipates three Level 2 EV chargers and one EV-capable space associated with the solar carport. Additional EV charging improvements may be supported separately through CPA's Energized Communities Program. Through that program, Malibu has access to up to $250,000 for eligible community charging activities, including charging equipment, installation costs, feasibility studies, and infrastructure upgrades. The implementation of these charging facilities at City Hall would enable the City to transition to more electric vehicles for the City fleet, if it so chooses.

In addition to advancing the City's renewable energy objectives, the Power Ready Round 2 Program would strengthen the resiliency of City Hall by providing solar-powered battery-supported power for selected critical operations during power outages and Public Safety Power Shutoff events. This approach is also consistent with the City's 2025-2028 Strategic Plan objective to develop local, self-sufficient clean generation infrastructure capable of supporting critical services during outages, power shutoffs, and wildfire-related emergencies.

The Power Ready Round 2 Program scope remains preliminary and may be modified as the project advances through design and implementation. CPA's current schedule anticipates selection of the Round 2 project portfolio followed by execution of an MOU and Site Lease Agreement with participating agencies, consultant/vendor procurement, pre-construction activities, and construction. Based on the current preliminary schedule, construction is anticipated between the third quarter of 2028 and second quarter of 2029, with operations and maintenance beginning in the third quarter of 2029.

Staff believe participation in the Power Ready Round 2 Program provides an opportunity to advance a long-standing City priority while significantly reducing the City's responsibility for the capital cost, implementation, and long-term maintenance of the solar and battery systems. The program would also expand the original project from primarily an energy and

sustainability initiative into a broader resiliency project capable of supporting critical City Hall operations during power disruptions.

Next Steps: If directed by the City Council, staff will continue coordinating with CPA to advance the City Hall project through the Power Ready Round 2 Program. CPA will present the portfolio of recommended projects to its Board of Directors for approval. If the City Hall project is selected to move forward, staff will work with CPA to finalize the project scope and review the required Memorandum of Understanding (MOU) and Site Lease Agreement.

Staff will return to the City Council, as necessary, for consideration of the agreements and any other approvals required to proceed with implementation. Following execution of the required agreements, CPA will manage the subsequent engineering, procurement, construction, and operations and maintenance process for the solar and battery energy storage systems.

Staff will also continue coordinating with CPA regarding opportunities available through the Energized Communities Program to support the proposed EV charging improvements at City Hall. The final project scope, schedule, and associated agreements will be presented to the City Council as the project progresses.

ATTACHMENTS: None

City Council Meeting
09-28-26
Item 7.B.

Council Agenda Report

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

Prepared by: Kristin Riesgo, Community Services Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 14, 2026 Meeting date: September 28, 2026

Subject: Community Lands Project

RECOMMENDED ACTION: 1) At the recommendation of the Public Parks and Property Ad Hoc Committee, approve the design of permanent multipurpose sports fields and associated amenities (i.e. parking, restrooms, storage, sidewalk, and walking path) on the Ioki Property; 2) Authorize staff to initiate a preliminary design for an aquatics facility and geotechnical feasibility analysis at the Ioki Property; 3) Authorize staff to initiate a traffic study and preliminary geotechnical feasibility analysis for the Heathercliff Property; 4) Provide feedback on the Malibu Pacific Palisades Chamber of Commerce (PaliBu) proposal for parking, a Visitors Center, and provide direction regarding the trolley system pilot program at the Triangle Lot Property; 5) Reject the proposed Civic Center public private land exchange; 6) Consider a recommendation for the Malibu Arts Commission to review the development of a Performing Arts Center on Parcel C at Cross Creek Ranch (La Paz); and 7) Direct staff to take any other actions necessary to advance the Community Lands Project.

FISCAL IMPACT: Funding for the Community Lands Project was not included in the Adopted Budget for FY 2026-27; therefore, costs for implementing the proposed developments or studies on preliminary design concepts must be identified. Council may direct staff to identify potential funding sources for consideration.

Property	Proposed	Approx. Cost	Approx. O&M Cost*
Ioki	Permanent Multipurpose Sports Fields & Amenities	$4,000,000	$550,000 Annual**
Ioki	Aquatics Facility Design	$50,000	$650,000 Annual**
Ioki	Geotechnical Analysis	$20,000	N/A
Heathercliff	Traffic Analysis	$35,000	N/A
Heathercliff	Geotechnical Analysis	$20,000	N/A

*Operations and Maintenance
**Personnel not included

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan Goal 7: Explore New Opportunities for Educational, Cultural, and Recreational Establishments, Community Lands Project.

DISCUSSION: Since January 2026, the Public Parks and Property Ad Hoc Committee (Ad Hoc), consisting of Councilmembers Conrad and Riggins, have been working with stakeholders, design consultants, and staff to review options for the Community Lands Project.

Background
The Malibu Community Lands Project (Project) was established to determine the appropriate use of 61 acres of city-owned vacant land at Heathercliff, Ioki, Triangle Lot, Trancas, and Parcel C at Cross Creek Ranch (La Paz).

The City remains at a relatively early stage in the realization of any amenities on the community lands. The Project has conducted community outreach and leveraged the City's Parks and Recreation Master Plan adopted in 2013. This plan was informed by community focus groups, interviews, surveys and workshops that outlined the needs and priorities for Malibu's park system, and identified four areas most important to the community:

- An indoor multi-purpose, multi-generational community recreation space
- Additional sports field space
- Development of more places like Malibu Bluffs Park
- More programming and use of oceans and beaches

Following Council's direction on the Project, a series of community outreach meetings, events, and surveys took place in 2024 and 2025. Council received updates on the Project in October 2024 and January 2026.

Out of this work, Council then provided direction on January 26, 2026, which included:

- Directed staff to work with the Public Parks and Property Ad Hoc Committee to bring back a plan for temporary sports fields on the Ioki Property, specifically including soccer fields
- Directed staff to work with the Public Parks and Property Ad Hoc Committee to explore options for a native plant nursery with the Santa Monica Mountains Fund and a potential communal garden
- Directed staff and the Public Parks and Property Ad Hoc Committee to continue working on the Heathercliff project design and suspend work on the La Paz Parcel C project
- Directed staff to bring back an item to discuss potentially swapping lands in the Civic Center Area with a private property owner

Following that direction, the Ad Hoc and staff have been working with the design consultant, Frederick Fisher and Partners, to create a Masterplan Concept Design for a recreation center on the Heathercliff Property and sports playing fields on the Ioki Property. The concept design was based on community feedback and Council direction.

The Masterplan Concept Design is a "first draft" in the project design phase, defining site layouts, circulation, massing and functional flow for the spaces at Ioki and Heathercliff properties. Once the conceptual design is approved, it will serve as the foundation for conducting the necessary analysis to determine what measures are required to realize the project, ensure safe access to the facilities, and any constraints that require design revisions. This includes analysis of studies such as geotechnical studies and traffic and circulation impact studies. This is also a point at which feedback from the community can also inform the design elements of the structures, including the look of the facilities and refining the specific purposes of the space. To place a rough metric on the process timeline, the Ioki and Heathercliff projects are at the end of the first third of the project timeline.

The Parks and Recreation Commission met on July 21, 2026, and the Public Works Commission met on July 22, 2026, to discuss the Project designs, land uses, and proposed land exchange. The staff report for the Commission meetings outlined the Masterplan Concept Design for the Ioki and Heathercliff properties as well as details about a potential partnership with the PaliBu Chamber of Commerce for the Triangle Lot and information about a proposed land swap involving the Ioki Lot and other adjacent lands.

A Joint Meeting was then held on August 12, 2026, with the Ad Hoc, the Parks and Recreation Commission, and the Public Works Commission with the goal to bring forth a consensus regarding the Community Lands Project.

Joint Meeting Feedback

Consensus from the Ad Hoc, Parks and Recreation Commission and Public Works Commission included,

- The importance of these recreational amenities to the Malibu community
- Preserving Malibu's natural elements and landscape, including trees, and creating and maintaining native habitats
- Incorporating the community's sustainability and resiliency needs, including solar, water resilience, and use of natural materials
- Ensuring access to and from the locations is safe and to mitigate impacts on the surrounding communities to the greatest extent possible

Specifically, to each location, the feedback from the Ad Hoc and Commissions included:

Public Private Land Exchange

The proposed land exchange would require the City to exchange the Ioki Property for the Bell and Smith Properties (West of Stuart Ranch Road). Additional research would

require the City to review the existing bond financing documents to determine if the land exchange would be feasible.

There was no support for the proposed land exchange, identifying concerns on the constraints of the proposed land offer and the Ioki property's current location in the Civic Center area.

Triangle Lot
23800 Civic Center Way (Webb Way and Pacific Coast Highway)
1.11 Acres
Measure R and M Funding Parking Requirements: 100 parking spaces

The PaliBu Chamber of Commerce approached the City to propose a "Malibu Trolley Lot" on the site (Attachment 1). Following a review of the proposal, there was consensus to add public parking, native gardens, trees, public art, and either a Visitor's Center or kiosk on the property.

The Ad Hoc is recommending Council review the PaliBu proposal and provide feedback on the site's development including the concept for a trolley system pilot program. The site could serve as a central hub for a future trolley system that would operate in the Civic Center area. The parking lot would accommodate buses and general parking.

Ioki
23575 Civic Center Way
9.29 Acres
Measure R and M Funding Parking Requirements: 100 parking spaces

There was support for permanent multipurpose sports fields, rather than temporary fields due to cost assessments and the temporary facility not meeting quality standards. The permanent preliminary design includes two multipurpose sports fields which are the size of a regulation soccer field that can be used for people of all ages (Attachment 2). In addition to soccer, other sports such as flag football, lacrosse, ultimate frisbee, or volleyball may be played on the site. Staff would also utilize the area for outdoor recreation programs and special events such as movies in the park.

The consensus from the Ad Hoc and Commissions was to initiate the final design and engineering for two multipurpose sports fields, restrooms, parking, sidewalk (along Stuart Ranch Road), walking path, and storage as the first development of the Community Lands Project. The property would have natural seating and shade. Special protection of the existing trees (historical significance) was also recommended.

The preliminary design also included a City maintenance yard and impound tow lot. While these options would save the City rental expenses, provide income, and assist with accessibility to maintenance equipment and materials, there was an expressed community interest in researching the feasibility of having an aquatics facility on the Ioki

Property due to its central location. The aquatics facility could mimic the pool designed for the Heathercliff property and include a lap pool, shallow exercise pool, locker/changing rooms, showers, mechanical room, staff office, and storage. Before reviewing the option to add an aquatics facility, the Ad Hoc recommended an analysis of additional parking requirements and geotechnical studies.

Heathercliff
29136 Pacific Coast Highway
19 Acres
Measure R and M Funding Parking Requirements: 200 parking spaces

The Ad Hoc and Commissions supported the development of a multi-generational recreation center with multipurpose rooms, gymnasium, fitness area, locker rooms, kitchen area, and staff offices with dedicated space for Senior programming (Attachment 3). The design includes an option to deploy an Emergency Operations Center (EOC) with accessible loading and unloading zones for materials and vehicles at the recreation center (when needed). The size of the indoor facility is approximately 21,800 square feet.

Outdoor facilities include a basketball court, a bocce court, multipurpose field, playground, restrooms, and picnic areas. The preliminary design also includes an eight (8) lane pool, a shallow exercise pool, outdoor showers, mechanical room, and locker/changing rooms. The Commissions expressed an interest in adding tennis and/or pickleball, which could be reviewed as an added option as part of the next design phase.

A dedicated parking structure for 200 cars is proposed, including a garage with an entry and exit driveway and an elevator. The partially submerged garage is two levels and is required as part of Measure R and M funding. The garage was a design element that had mixed reviews. Ideas to submerge all the parking or provide ground level parking (only) were presented to the Ad Hoc. Factors related to costs or exchanging amenities for ground parking must be considered.

The Ad Hoc and Commissions were interested in changing the facility design to integrate the natural elements and enhance the surrounding habitat, including maximizing the native gardens and trees, over a distinctive building design.

There were also raised concerns about the access to the facility, stressing the importance of a traffic analysis study in this area, and consideration of dedicated Senior parking. Additionally, an understanding of how sustainability and resiliency are considered in the facility design, including the use of solar solutions and cisterns.

The Ad Hoc recommended conducting a traffic study to understand site accessibility and preliminary geotechnical feasibility to determine if all the design elements could be built on the property.

Community Survey
The City launched a community survey on the Community Lands website from July 31 to August 31 to gain additional feedback on the Project. There were 129 responses with most responses from Western Malibu (75 responses) and those in the age range of 60 to 69 (34 responses). All survey responses are on the Community Lands Website, which were relatively positive. Below is a snapshot of responses related to the design concepts on each property.

Question: Do you support the general design concept?

Property	Yes	No	No Answer
Ioki Property	89	35	5
Heathercliff Property	93	29	7
Triangle Lot Property	69	49	11

Parcel C at Cross Creek Ranch (La Paz)
In recent months, there has been a resurgence of interest in exploring a Performing Arts Center on Parcel C. In January 2026, Council directed staff to suspend work on the Parcel C and to focus efforts on the other Community Lands properties.

The Ad Hoc recommends reactivating the work on the preliminary design concept of the Malibu Performing Arts Center with the assistance of the Malibu Arts Commission.

Financing
Funding for the Project, including engineering, permitting, and required studies, has not been identified. Staff are currently working to establish a nonprofit organization to assist with fundraising, naming rights sponsorships, grant procurement, and other financing opportunities to support project implementation.

Based on Council's direction, staff will develop a budget for the next phase of the project.

ALTERNATIVES: A response from the public meetings included an interest in adding an aquatics facility on the Ioki Property; however, based on needs of the City and maintenance operations, there is value of placing a City maintenance yard and an impound tow lot and at the Ioki Property.

The maintenance yard would serve as a centralized space for Public Works and Parks Maintenance operations, providing secure storage for vehicles, equipment, tools, and materials needed to maintain streets, infrastructure, parks, and landscaped areas. By housing maintenance crews and resources in one location, the facility will improve operational efficiency, reduce response times for routine work and emergency situations, and lower operating costs. Preparations for emergencies could occur on-site, such as prepping sandbags and public pick-up options. Additionally, the proposed maintenance yard would eliminate ongoing rental costs in the Civic Center area, which are over $100,000 annually.

On July 14, 2025, Council directed staff to add a temporary, year-round day-use impound tow yard to the property. The Public Safety Commission recommended the site following a multi-year analysis of properties in Malibu. The impound site would accommodate sixty-five vehicles, which is the average number of cars towed daily during the summer months, and vehicles would be removed daily. Site deterrents include a fenced area and privacy screening. Currently the City only tows vehicles in Western Malibu during the summer months. A new year-round program with towing options within City limits is estimated to accrue over $500,000 annually in revenue.

ATTACHMENTS:

1) Triangle Lot Property PaliBu Trolley Lot Design Concept
2) Ioki Property Preliminary Design
3) Heathercliff Property Preliminary Design

03/03/26

Preliminary Proposal: Malibu Trolly Lot

PHASE 1: STRUCTURE and OPERABLE PARKING LOT

Proposal by: Daniel Novotny
310.717.7632
westviewmh.com
danielnovotny.com

ATTACHMENT 1

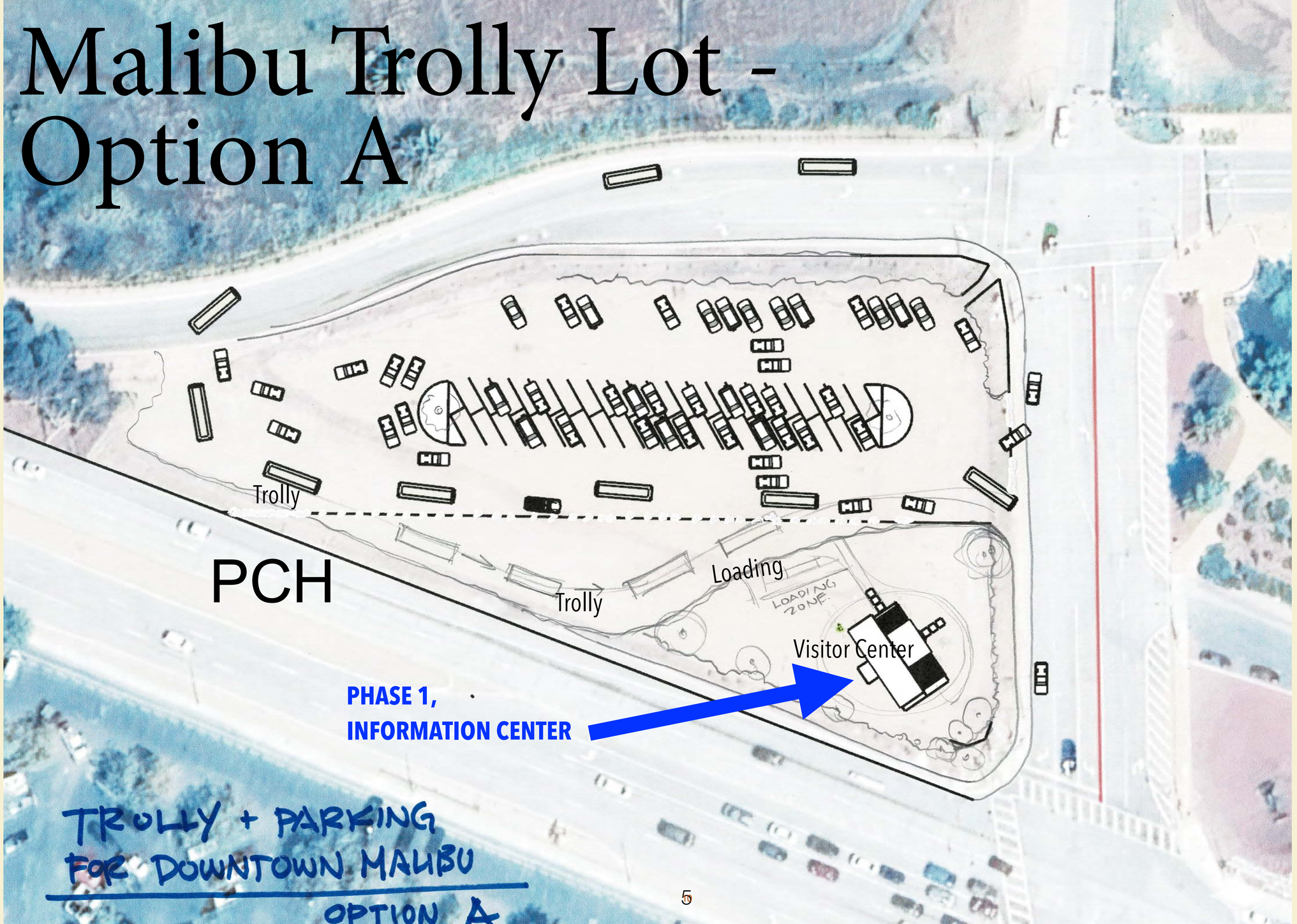
Info Center



Approx. 1000 sq. ft.
Visitor Counter
Office Space
2 bathroom
Kitchenette

ATTACHMENT 1

Malibu Trolly Lot - Option A



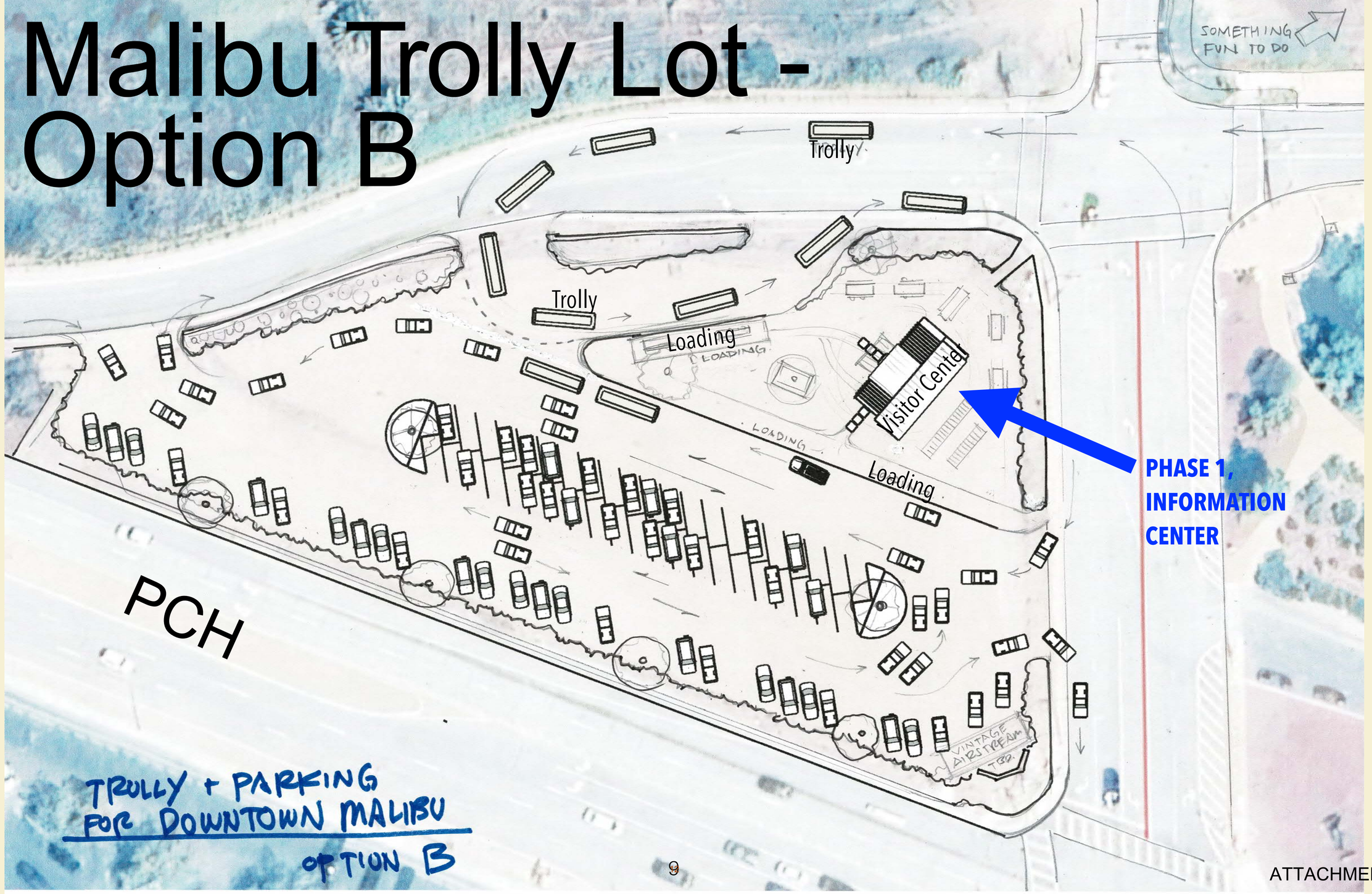
ATTACHMENT 1



Looking towards The Colony

ATTACHMENT 1

Malibu Trolly Lot - Option B



ATTACHMENT 1



ATTACHMENT 1


TROLLEY
BOARDING
ZONE
ACCESSIBLE VISITOR
CENTER ACCESS

June 5, 2026

Ioki Lot Soccer Fields

Concept Design

Frederick Fisher and **Partners**
12248 Santa Monica Blvd, Los Angeles CA 90025 | (310) 820-6680 | fisherpartners.net

SHERWOOD
DESIGN ENGINEERS

ATTACHMENT 2

Site Understanding | Overview



Proposed Site Plan



Additional parking along Stuart Ranch Road
(33 Parking Spaces)



1. Stepped Seating with shading structure



2. Bathroom



3. Jogging Path



4. Perimeter Fence

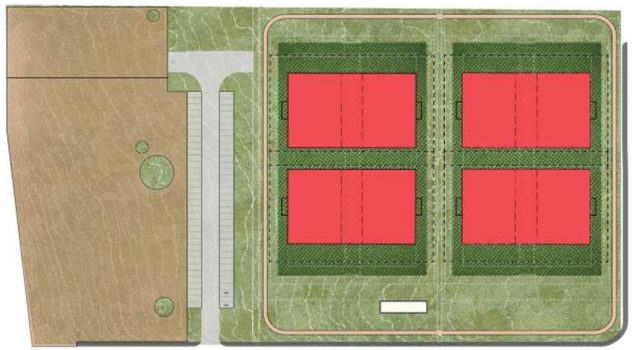
Proposed Field Quantities and Configuration

17+/16U FIELDS: 2 MAX



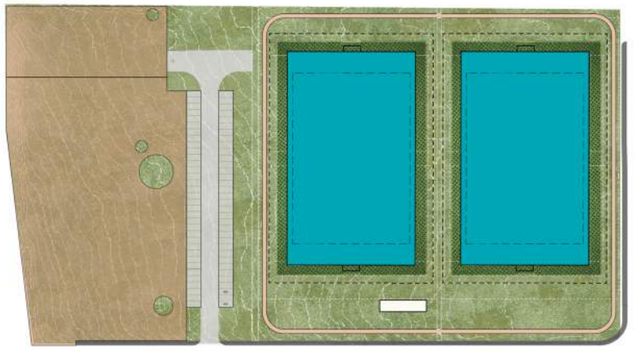
Field Dimension:
330'-0" x 210'-0"

10U FIELDS: 4 MAX



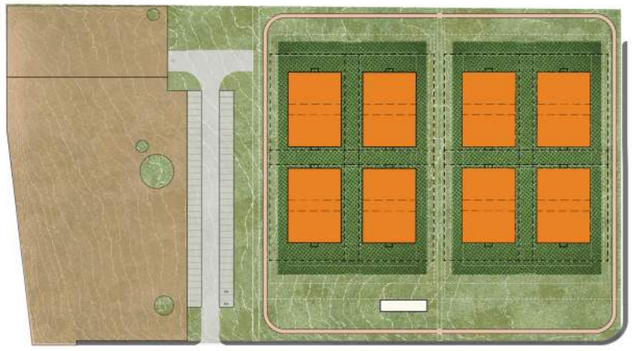
Field Dimension:
105'-0" x 180'-0"

14U FIELDS: 2 MAX



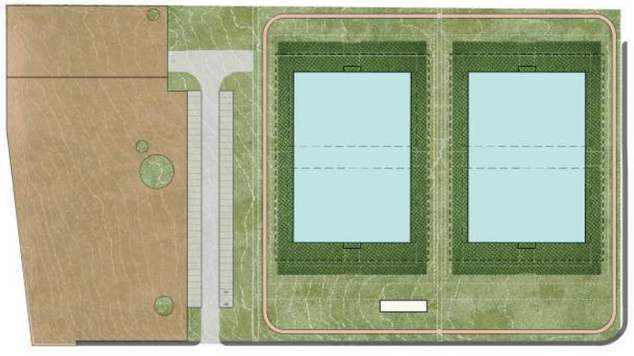
Field Dimension:
300'-0"" x 180'-0"

8U FIELDS: 8 MAX



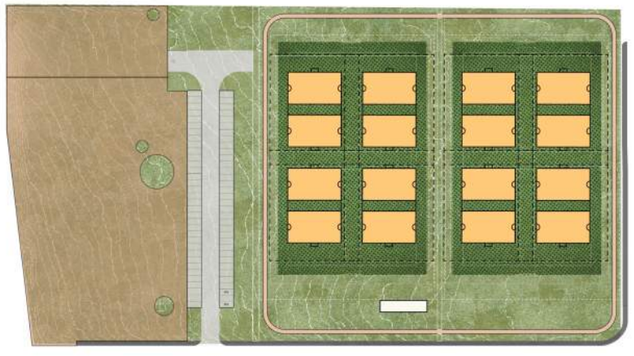
Field Dimension:
105'-0"" x 75'-0"

12U FIELDS: 2 MAX



Field Dimension:
240'-0" x 165'-0"

6U FIELDS: 16 MAX



Field Dimension:
45'-0" x 75'-0"

June 5, 2026

Heathercliff Recreation Center

Concept Design

Frederick Fisher and **Partners**
12248 Santa Monica Blvd, Los Angeles CA 90025 | (310) 820-6680 | fisherpartners.net

SHERWOOD DESIGN ENGINEERS

ATTACHMENT 3

Site Planning | Aerial Perspective



Overall Site Plan



Key

1. Parking Garage
2. Multigenerational Community Center
3. Gymnasium
4. Fitness Center / Locker Rooms
5. Swimming Pool
6. Playground
7. Restrooms
8. Multipurpose Sports Field
9. Bocce Court
10. Basketball Court
11. Running / Walking Path

N

ATTACHMENT 3

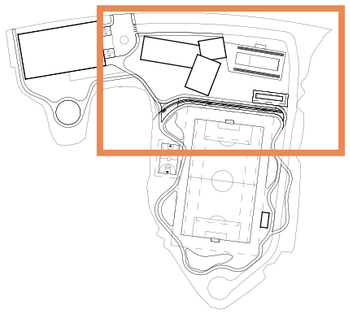
Site Planning | Town Core



Key

1. Multipurpose Room
2. Senior Center
3. Catering
4. Concessions
5. Storage
6. Emergency Operations Storage
7. Janitor
8. Restrooms
9. Offices
10. Fitness Center
11. Outdoor Maintenance
12. Lockers, Changing Rooms, Showers
13. Pool Storage
14. Gymnasium
15. Rec Pool
16. Lap Pool
17. Pool Deck
18. Bocce Court
19. Playground
20. Trash & Electrical

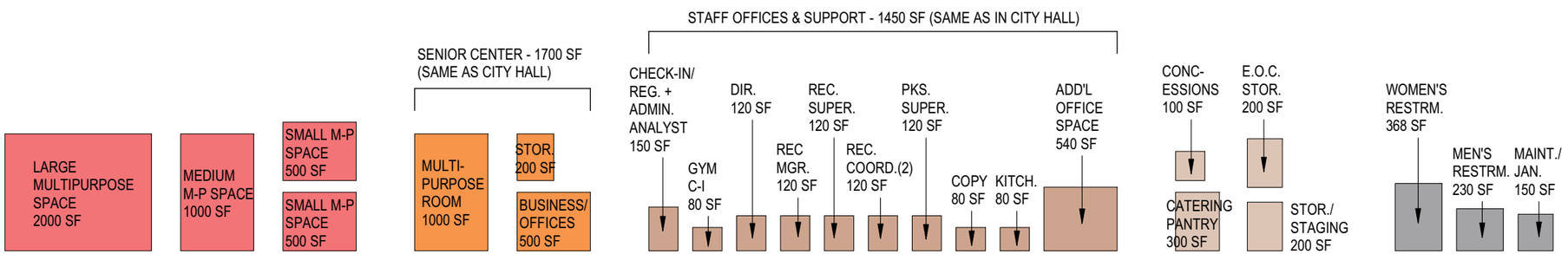
Key Plan



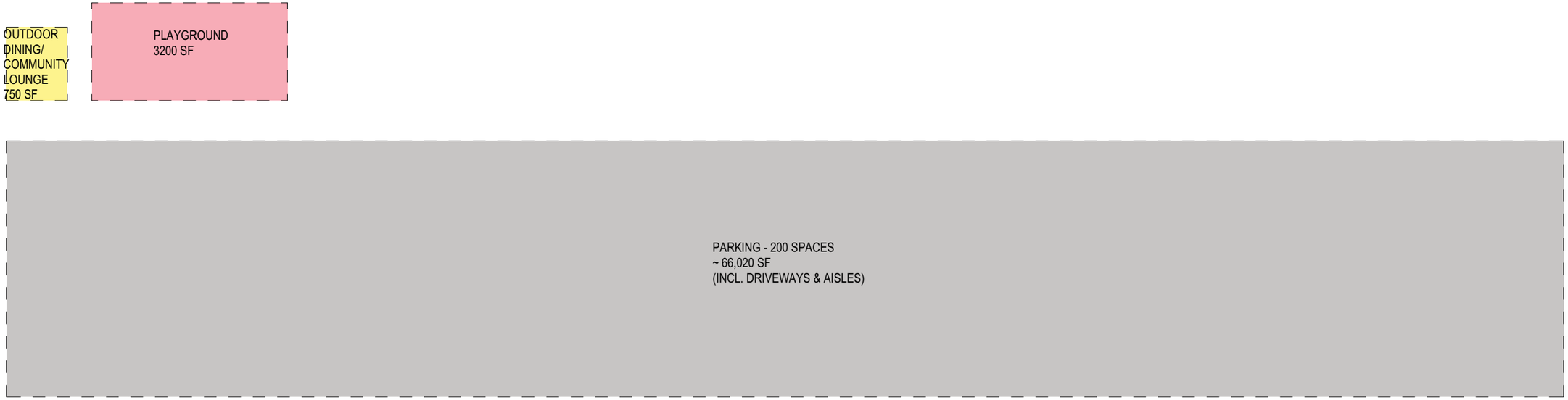
N

Proposed Program

Note: the City intends this facility to serve as Emergency Operations Center. The proposed program and infrastructure is planned in accordance. For more information, see *www.fema.gov/sites/default/files/documents/fema_eoc-quick-reference-guide.pdf*



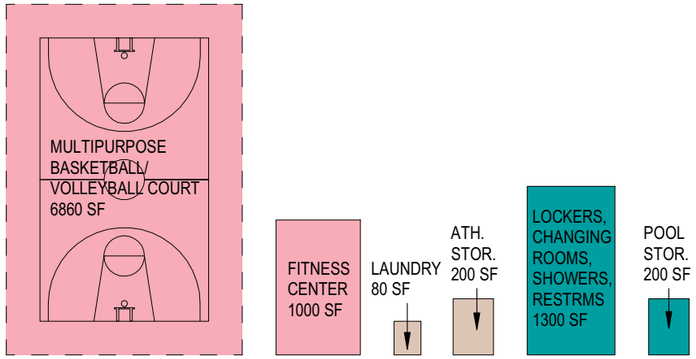
MULTI-GENERATIONAL COMMUNITY CENTER



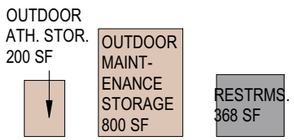
OUTDOOR FACILITIES (SUPPORT MULTI-GENERATIONAL COMMUNITY CENTER &/OR ATHLETIC FACILITIES)

Proposed Program

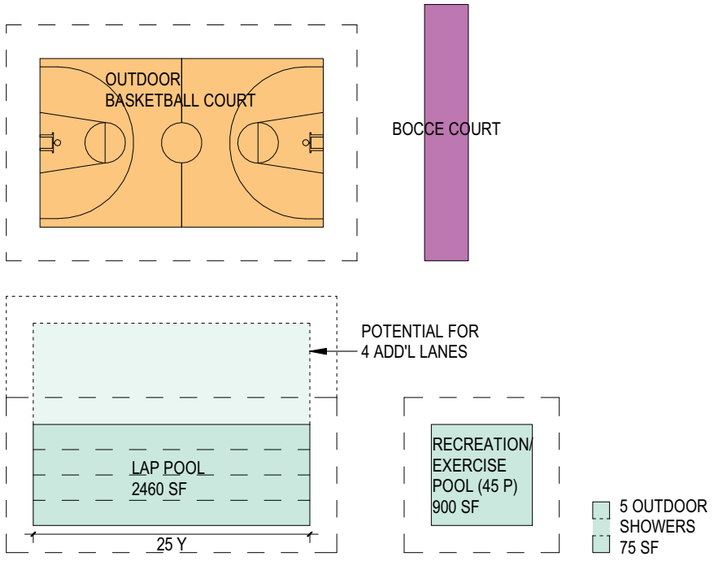
Note: the City intends this facility to serve as Emergency Operations Center. The proposed program and infrastructure is planned in accordance. For more information, see *www.fema.gov/sites/default/files/documents/fema_eoc-quick-reference-guide.pdf*



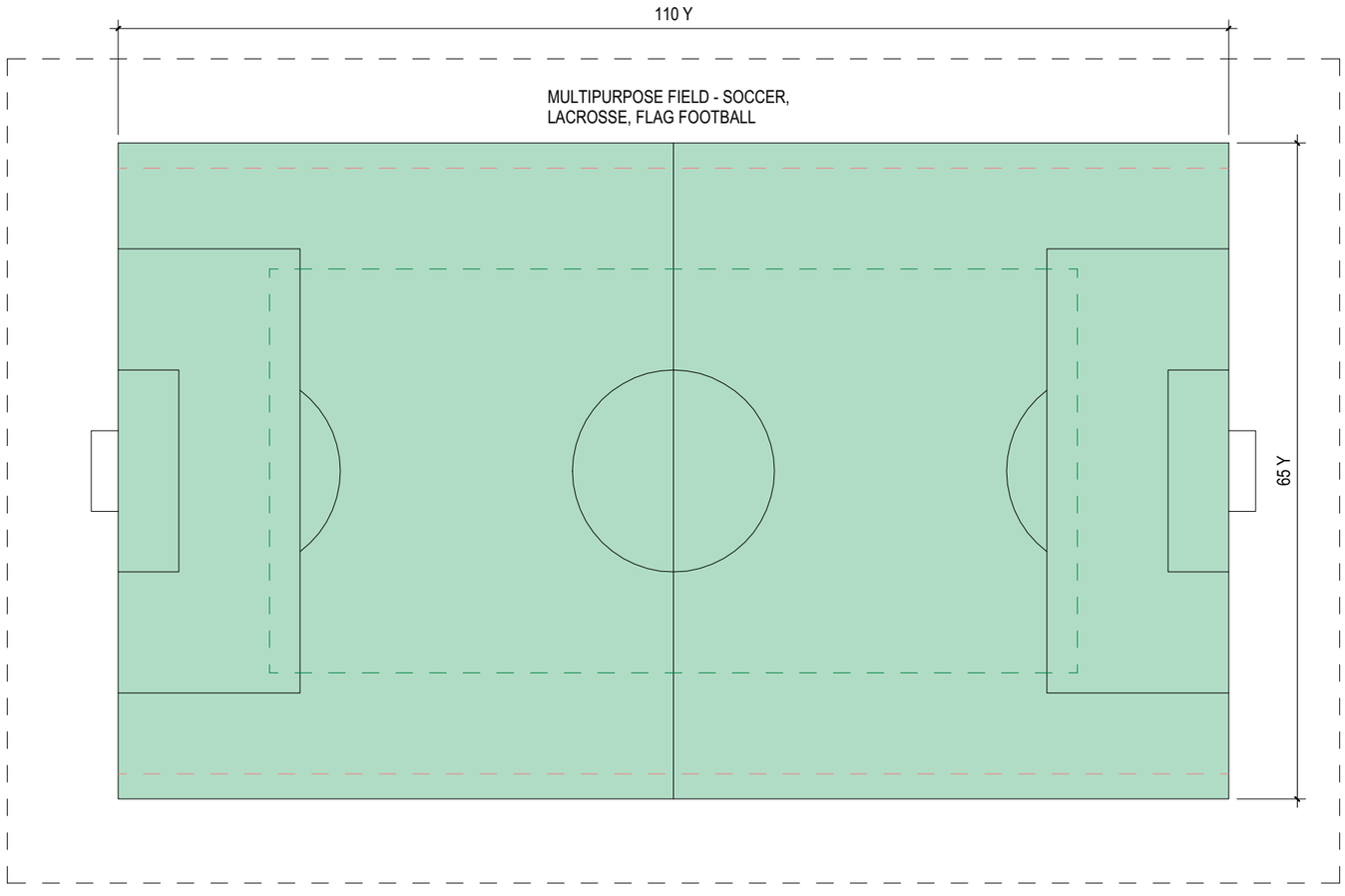
GYMNASIUM



OUTDOOR SUPPORT FACILITIES



OUTDOOR ATHLETIC FACILITIES



Site Planning | Parking Garage

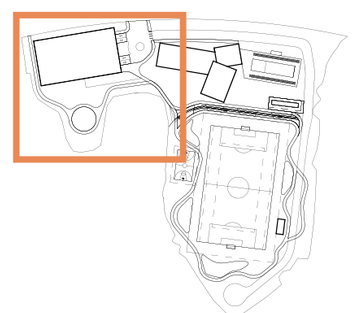


Key

1. Parking (200 cars total)
2. Elevator
3. Parking Ramp
4. Fire Lane
5. Drop off
6. Running / Walking Path
7. Labyrinth
8. Bioswale

N

Key Plan



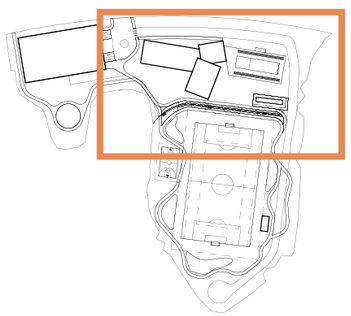
Site Planning | Active Landscape



Key

1. Athletic Field
2. Basketball Court
3. Running / Walking Path
4. Athletic Storage
5. Restrooms
6. Fire Road
7. Picnic Areas / Shade Elements

Key Plan



N

Views | From PCH facing West



Views | From PCH facing East



Views | “Town Square” facing West



Views | Gym and Outdoor Athletics facing Southeast



Views | Site facing North



City Council Meeting
09-28-26
Item 7.C

Council Agenda Report

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

Prepared by: Jesse Mays, Assistant City Manager

Reviewed by: Trevor Rusin, Interim City Attorney

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 17, 2026 Meeting date: September 28, 2026

Subject: Declaration of Local Emergencies Due to the Threat of Malibu Creek Flooding from the 2026-2027 El Niño Event

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RECOMMENDED ACTION: 1) Adopt Resolution No. 26-68 declaring the existence of a local emergency due to the threat of extreme weather conditions caused by the forecasted 2026-2027 El Niño event; or 2) Adopt Resolution No. 26-69 declaring the existence of a local emergency due to the threat to the Serra Retreat neighborhood of Malibu Creek flooding caused by extreme weather conditions caused by the 2026-2027 El Niño event; or 3) Provide direction to staff.

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: On September 14, 2026, the City Council directed staff to return with an item to consider proclaiming a local emergency due to the threat to the Serra Retreat neighborhood from Malibu Creek flooding caused by extreme weather conditions associated with the 2026-2027 El Niño event. Staff has prepared two resolutions for consideration because the City Council may choose to instead declare a broader

emergency regarding the threat to the entire city from El Niño in order to possibly avoid the need for future emergency declarations during the next several months.

The City has adopted an emergency plan that includes an emergency services structure that is activated in the event of natural disasters. This structure allows the City to respond quickly and coordinate City functions with other public agencies, organizations, and persons affected by the emergency. California Government Code section 8630 and Malibu Municipal Code Chapter 2.52 authorize the City Council to proclaim a local emergency when actual or threatened conditions of disaster or extreme peril exist within the City.

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.”

Forecasted 2026-2027 El Niño Event

On September 10, 2026, the National Weather Service Climate Prediction Center issued an advisory stating that El Niño is strengthening, with a greater than 90% chance of a very strong event during fall and winter 2026-2027 and a 75% chance of a historic event exceeding the strength of previous El Niño events dating back to 1950. Conditions of this type are historically associated with more frequent and intense rainstorms, flooding, mudslides, landslides, storm surges, coastal erosion, and coastal flooding. Although the precise impacts cannot yet be known, the forecast presents a substantial threat to persons, property, and critical infrastructure throughout Malibu.

El Niño conditions may affect multiple areas of Malibu, including the Palisades Fire burn area, Pacific Coast Highway, and beachfront properties. Heavy rainfall may destabilize burned slopes and increase the risk of flooding, mudslides, and debris flows, while Kelvin waves, high tides, and increased wave activity may worsen coastal erosion. At the August 10, 2026, City Council meeting, staff reported that inspections of 320 beachfront parcels resulted in 23 properties being red-tagged as unsafe. Extreme weather in 2026 has also caused additional coastal erosion and infrastructure damage, including impacts at Escondido Beach and Westward Beach Road.

Malibu Creek and Serra Retreat

Existing sediment and flow conditions in Malibu Creek create threatened conditions of extreme peril to the safety of persons and property in the Serra Retreat neighborhood. In the past, there has been flooding and undercutting along the east bank of the creek and

concern that a vegetated midstream island downstream of the Cross Creek Bridge may influence the direction of creek flows toward nearby homes.

Malibu has repeatedly experienced serious damage during strong El Niño and other major storm events. The heavy rains in February 2025 caused flooding and mudslides in the Serra Retreat neighborhood, blocked roadways with boulders, and required the Los Angeles County Fire Department to rescue three residents.

Representatives from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California State Parks, California Department of Fish and Wildlife, the Regional Water Quality Control Board, and the City met with residents on January 29, 2026, to discuss these concerns. Residents addressed the City Council on September 15, 2026. Conditions remain under evaluation, and the full extent of the threat is not yet known.

The anticipated heavy rainfall may worsen the existing sediment and flow conditions, increasing the risk of flooding, creek bank erosion, mudslides, debris flows, property damage, and loss of access. These hazards can develop rapidly and may leave little or no time for a proper response. Proclaiming the emergency in advance will allow the City to mobilize resources and coordinate with partner agencies as quickly as conditions develop. Early action may prevent or reduce peril to the safety of persons and property.

Effect of the Declarations

If the City Council elects to proclaim the state of emergencies, the declarations are preventive measures based on threatened conditions of extreme peril. They will provide the City greater flexibility to respond without delay, coordinate with other governmental agencies, and obtain resources needed to prepare for, mitigate, and respond to emergency conditions.

If adopted, the City Director of Emergency Services, would be authorized to address any and all impacts and conditions caused by the emergency and to obtain any and all aid and assistance from local, county, state, or federal agencies, including but not limited to aid and assistance pursuant to the California Disaster Assistance Act, California Government Code Section 8690. Each local emergency will remain in effect until terminated by the City Council. As required by law, the City Council will review the need to continue each emergency at least every 60 days.

ATTACHMENTS:

1) Resolution No. 26-68
2) Resolution No. 26-69

RESOLUTION NO. 26-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU DECLARING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF EXTREME WEATHER CONDITIONS CAUSED BY THE FORECASTED 2026-2027 EL NIÑO EVENT

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

SECTION 1. Recitals.

A. Condition or threatened conditions of extreme peril to the safety of persons and property have arisen within the City of Malibu due to the forecasted 2026-2027 El Niño weather event. Recent extreme weather events and existing conditions have left portions of the City vulnerable to flooding, mudslides, landslides, coastal erosion, damaged infrastructure, and other hazards that are likely to be worsened by the anticipated El Niño weather; and

B. On September 10, 2026, the National Weather Service Climate Prediction Center (NWSCPC) issued an advisory that El Niño is strengthening, with a greater than 90% chance of a very strong event during the Northern Hemisphere fall and winter 2026-2027. The advisory states that there is a 75% chance of a historic event that would exceed the strength of previous El Niño events dating back to 1950. NWSCPC states that with an event of this magnitude, the chances of experiencing impacts consistent with El Niño are larger, though not guaranteed. The NWSCPC seasonal outlook has raised the probability of above-normal precipitation to above 50% across much of coastal California. These conditions are historically associated with more frequent and intense rainstorms, mudslides, landslides, flooding, Kelvin waves raising coastal sea levels, storm surges, coastal erosion and coastal flooding.

C. Extreme weather conditions caused by El Niño have historically resulted in conditions of disaster or of extreme peril to the safety of persons and property. Heavy rains in February of 2025 caused flooding and mudslides in the Serra Retreat neighborhood. Boulders blocked roadways, making them impassible. Los Angeles County Fire Department recused three residents, including one who was trapped due to a mudslide. A strong El Niño in the winter of 2023-2024 caused bluff erosion and coastal erosion in western Malibu. A very strong El Niño in the winter of 2015-2016 required the reinforcement of the Broad Beach Geologic Hazard Abatement District revetment. Extreme weather created by El Niño in the winters of 2004-2005 and 1997-1998 caused landslides. El Niño weather conditions in January of 1995 resulted in mudslides that destroyed homes and blocked Pacific Coast Highway in Malibu. A strong El Niño in the winter of 1987-1988 caused widespread damage in Malibu including damage from 20 to 25-foot waves. A very strong El Niño in the winter of 1982-1983 resulted in storms that flooded creeks in Malibu, severely damaged both Paradise Cove Pier and Malibu Pier, and damaged more than one hundred Malibu homes. Rainstorms in 1980 caused mudslides in Malibu, and in February and March of 1978, heavy storms damaged 30 homes along beaches in Malibu.

D. Extreme weather events this year have already damaged and weakened infrastructure in Malibu. There has been at least one powerful South Pacific Swell event in mid to late June 2026 and three significant Hurricanes from July through early September 2026 that impacted the Malibu coastline. The South Pacific Swell event in June caused mild coastal erosion along Malibu's beaches and was responsible for undermining one aging and compromised seawall on Escondido Beach. Impacts from Hurricane Genevieve, which occurred in Malibu from July 25 to July 30, caused further erosion along the coast, including eight feet of erosion and a partial failure of a road embankment at Westward Beach Road. It also resulted in a complete wall failure at the site of previous damage on Escondido Beach.

E. Recently, on September 8, 2026, due to costal erosion a sinkhole emerged at 31630 Sea Level Drive. Seven nearby 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. These circumstances significantly impaired access to affected properties and created conditions requiring immediate emergency response due to conditions extreme peril to safety of people and property.

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F. The condition of Malibu Creek adjacent to the Serra Retreat neighborhood, exacerbated by the imminent threat of El Niño storm conditions, are likely to necessitate the immediate procurement of equipment, materials, services, and construction work to protect life and property, including without limitation emergency creek bank protection, debris removal, structural and geotechnical assessment, and the repair or replacement of damaged public facilities; and the delay attendant to ordinary competitive solicitation, purchasing, and contracting procedures would imperil public health, safety and property.

G. California Government Code Section 8630 empowers the City Council to proclaim the existence of a Local Emergency when there is extreme peril to the safety of persons and property within the territorial limits of the City of Malibu. Additionally, California Government Code Section 8634 empowers the City Council to promulgate orders and regulations necessary to provide for the protection of life and property during the time of a Local Emergency.

SECTION 2. It is hereby proclaimed that:

A. The above recitals are true and correct.

B. The City's experience with El Niño events have demonstrated that prolonged and intense rainfall can significantly exacerbate these existing vulnerabilities, resulting in widespread damage, dangerous conditions, and extreme peril to the safety of persons and property within the City, and forecasts indicate that the anticipated El

Niño conditions may produce similar impacts, thereby posing a substantial threat to the community and its critical infrastructure.

C. El Niño conditions may affect multiple areas of Malibu, including the Palisades Fire burn area, Pacific Coast Highway, and beachfront properties. Heavy rainfall may destabilize burned slopes and increase the risk of flooding, mudslides, and debris flows, while Kelvin waves, high tides, and increased wave activity may worsen coastal erosion. At the August 10, 2026, City Council meeting, staff reported that inspections of 320 beachfront parcels resulted in 23 properties being red-tagged as unsafe. Extreme weather in 2026 has also caused additional coastal erosion and infrastructure damage, including impacts at Escondido Beach and Westward Beach Road.

D. The conditions of disaster and extreme peril warrant and necessitate the proclamation of the existence of a local emergency.

E. The City Director of Emergency Services, or designee, is directed and authorized to address any and all impacts and conditions caused by the emergency and to obtain any and all aid and assistance from local, county, state, or federal agencies, including but not limited to aid and assistance pursuant to the California Disaster Assistance Act, California Government Code Section 8690.

F. The City Manager, as the Purchasing Officer of the City pursuant to Malibu Municipal Code Section 2.56.040 (B) is authorized to make purchases of supplies or services exceeding sixty thousand dollars ($60,000.00) in compliance with Malibu Municipal Code, Chapter 2.56.

SECTION 3. It is hereby proclaimed that a local emergency now exists throughout the City. 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 4. 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 5. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 28th day of September 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney
(seal)

RESOLUTION NO. 26-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU DECLARING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF MALIBU CREEK FLOODING, INCLUDING FROM EXTREME WEATHER CONDITIONS CAUSED BY THE 2026-2027 EL NIÑO EVENT

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

SECTION 1. Recitals.

A. Condition or threatened conditions of extreme peril to the safety of persons and property have arisen within the Serra Retreat neighborhood due to existing sediment and flow conditions in Malibu Creek and the forecasted 2026-2027 El Niño weather event. These conditions, combined with the neighborhood's history of flooding, bank erosion, mudslides, and debris flows, are likely to be worsened by anticipated heavy rainfall and may threaten homes, roadways, and other property.

B. On September 10, 2026, the National Weather Service Climate Prediction Center (NWSCPC) issued an advisory that El Niño is strengthening, with a greater than 90% chance of a very strong event during the Northern Hemisphere fall and winter 2026-2027. The advisory states that there is a 75% chance of a historic event that would exceed the strength of previous El Niño events dating back to 1950. NWSCPC states that with an event of this magnitude, the chances of experiencing impacts consistent with El Niño are larger, though not guaranteed. The NWSCPC seasonal outlook has raised the probability of above-normal precipitation to above 50% across much of coastal California. These conditions are historically associated with more frequent and intense rainstorms, mudslides, landslides, flooding, Kelvin waves raising coastal sea levels, storm surges, coastal erosion and coastal flooding.

C. Extreme weather conditions caused by El Niño have historically resulted in conditions of disaster or of extreme peril to the safety of persons and property. A strong El Niño in the winter of 2023-2024 caused bluff erosion and coastal erosion in western Malibu. A very strong El Niño in the winter of 2015-2016 required the reinforcement of the Broad Beach Geologic Hazard Abatement District revetment. Extreme weather created by El Niño in the winters of 2004-2005 and 1997-1998 caused landslides. El Niño weather conditions in January of 1995 resulted in mudslides that destroyed homes and blocked the Pacific Coast Highway in Malibu. A strong El Niño in the winter of 1987-1988 caused widespread damage in Malibu including damage from 20 to 25-foot waves. A very strong El Niño in the winter of 1982-1983 resulted in storms that flooded creeks in Malibu, severely damaged both Paradise Cove Pier and Malibu Pier, and damaged more than one hundred Malibu homes. Rainstorms in 1980 caused mudslides in Malibu, and in February and March of 1978, heavy storms damaged 30 homes along beaches in Malibu.

D. Extreme weather events this year have already damaged and weakened infrastructure in Malibu. There has been at least one powerful South Pacific Swell event in mid to late June 2026 and three significant Hurricanes from July through early September 2026 that impacted the Malibu coastline. The South Pacific Swell

event in June caused mild coastal erosion along Malibu's beaches and was responsible for undermining one aging and compromised seawall on Escondido Beach. Impacts from Hurricane Genevieve, which occurred in Malibu from July 25 to July 30, caused further erosion along the coast, including eight feet of erosion and a partial failure of a road embankment at Westward Beach Road. It also resulted in a complete wall failure at the site of previous damage on Escondido Beach.

E. On January 29, 2026, residents of the Serra Retreat neighborhood held a virtual meeting with representatives from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California State Parks, California Department of Fish and Wildlife, the Regional Water Quality Control Board, and the City of Malibu. Residents shared community concerns related to sediment and flow conditions in Malibu Creek south of the Cross Creek Bridge. Homeowners have experienced past flooding and bank undercutting along the east bank of Malibu Creek and were concerned that a vegetated midstream island located downstream of the Cross Creek Bridge may be influencing flow direction resulting in the threat of flooding to their homes.

F. On September 15, 2026, multiple residents of the Serra Retreat neighborhood spoke at a public City Council meeting, notifying the City Council of their concern about the threat of flooding to their homes due to the condition of Malibu Creek and impending El Niño conditions. Staff continues to evaluate this pressing issue and believes there is the potential for flooding in the described area. This belief is based on many factors, including, but not limited to the projected El Niño conditions and the severity of this weather event, along with the history of flooding in the described area.

G. Heavy rains in February of 2025 caused extreme peril to the safety of persons and property Serra Retreat neighborhood. The heavy rains caused major flooding and mudslides. Boulders blocked roadways, making them impassible. Los Angeles County Fire Department recused three residents, including one who was trapped due to a mudslide.

H. The condition of Malibu Creek adjacent to the Serra Retreat neighborhood, exacerbated by the imminent threat of El Niño storm conditions, are likely to necessitate the immediate procurement of equipment, materials, services, and construction work to protect life and property, including without limitation emergency creek bank protection, debris removal, structural and geotechnical assessment, and the repair or replacement of damaged public facilities; and the delay attendant to ordinary competitive solicitation, purchasing, and contracting procedures would imperil public health, safety and property.

I. California Government Code Section 8630 empowers the City Council to proclaim the existence of a Local Emergency when there is extreme peril to the safety of persons and property within the territorial limits of the City. Additionally, California Government Code Section 8634 empowers the City Council to promulgate orders and regulations necessary to provide for the protection of life and property during the time of a Local Emergency.

SECTION 2. It is hereby proclaimed that:

A. The above recitals are true and correct.

B. The City's experience with El Niño events has demonstrated that prolonged and intense rainfall can significantly exacerbate existing vulnerabilities, including sediment and flow conditions in Malibu Creek adjacent to the Serra Retreat neighborhood, resulting in flooding, bank erosion, mudslides, debris flows, and other dangerous conditions. Forecasts indicate that the anticipated El Niño conditions may produce similar impacts, thereby posing a substantial threat to the safety of persons and property within the Serra Retreat neighborhood and surrounding areas.

C. The conditions of disaster and extreme peril warrant and necessitate the proclamation of the existence of a local emergency.

D. The City Director of Emergency Services, or designee, is directed and authorized to address any and all impacts and conditions caused by the emergency and to obtain any and all aid and assistance from local, county, state, or federal agencies, including but not limited to aid and assistance pursuant to the California Disaster Assistance Act, California Government Code Section 8690.

E. The City Manager, as the Purchasing Officer of the City pursuant to Malibu Municipal Code Section 2.56.040 (B) is authorized to make purchases of supplies or services exceeding sixty thousand dollars ($60,000.00) in compliance with Malibu Municipal Code, Chapter 2.56.

SECTION 3. It is hereby proclaimed that a local emergency now exists throughout the City. 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 4. 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 5. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 28th day of September 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney
(seal)