AGENDA
ADJOURNED REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center - Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Tuesday, October 7, 2025
6:00 PM

Please silence all cell phones and other electronic devices during the meeting.

ATTEND OR WATCH THE MEETING

*For in-person attendance, the Council Chambers will open to the public at 5:30 p.m. To watch the live stream or archived meeting, search "Agoura Hills City Council" on **YouTube** and select the meeting by date, or visit **agourahillscity.gov** and click the dark green "View Current Agenda(s) or Live/Archived Meetings" button at the top of the page.*

PUBLIC PARTICIPATION (PUBLIC COMMENT

Option A: To provide public comments in person in the Council Chambers
Members of the public may attend the meeting in person in the Council Chambers and have the opportunity to speak or submit a written comment on any item listed on the Agenda. To speak, complete a Speaker's Card for each item and submit it to the City Clerk before the public comment portion of that item. Public testimony is limited to three (3) minutes per speaker, and time may not be transferred to another person. Written comments submitted during the meeting will not be read aloud by the City Clerk.

Option B: To submit written public comments prior to the meeting
*Members of the public may submit written comments on any item listed on the Agenda. To ensure the City Council has time to review and/or consider the information prior to the meeting, please include the Agenda item number or topic in the email subject line and **send written public comments to comments@agourahillscity.gov on or before 4:00 p.m. on the meeting date.** Public comments are not read into the record by the City Clerk. Please note: any public comments submitted after the deadline may not be considered during the City Council's deliberations or included in the official record. However, the public is welcome to attend the meeting to make or submit comments in person.*

CALL TO ORDER

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

Cub Scout Pack 227

ROLL CALL

Mayor Penny Sylvester
Mayor Pro Tem Jeremy Wolf
Councilmember Kate Anderson
Councilmember Chris Anstead
Councilmember Deborah Klein Lopez

REPORT OF CLOSED SESSION

APPROVAL OF AGENDA

PRESENTATIONS

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, AND DEPARTMENTAL REPORTS

Las Virgenes Municipal Water District - PURE Water Project Update
Agoura Hills Library Quarterly Update
Clean Power Alliance Update

PUBLIC COMMENTS

(This section is reserved for persons wishing to address items not listed on the Agenda that are under the subject matter jurisdiction of the City Council. Please refer to “Public Participation” above for full details on how to speak or submit written public comments under this category.)

CONSENT CALENDAR

(Items on the Consent Calendar may be approved by a single motion and vote. Unless pulled by the City Council, there will be no separate discussion of these items. This section is reserved for persons wishing to address items on the Consent Calendar. Please refer to “Public Participation” above for full details on how to speak or submit written public comments under this category.)

1. Approve Demand Warrant Register No. 940
RECOMMENDATION: Approve Demand Warrant Register No. 940.

2. Approve Notice of Completion for the Fiscal Year 2024-25 Pavement Rehabilitation Project; NIB 24-05
RECOMMENDATION: 1) Approve, and accept as complete, the work of Mission Paving and Sealing, Inc., for the Fiscal Year 2024-25 Pavement Rehabilitation Project; NIB 24-05; and, 2) Authorize the Director of Public Works to sign the Notice of Completion for the project, and authorize the City Clerk to forward the Notice of Completion to the County Recorder for recordation.

3. Approve Request to Approve the Voltaic Infrastructure Proposal and Authorize the Purchase of Additional Electric Vehicles
RECOMMENDATION: 1) Authorize the City Manager to execute the Voltaic Cost Proposal for $113,015.00; 2) Authorize the use of $62,000 from the AB 2766 Fund to purchase one (1) Electric Vehicle from the Sourcewell Program; and, 3) Authorize the appropriation of $250,000 from 260-4180-5682.33 Miscellaneous Grants Other Improvements Fund to purchase up to three (3) Electric Vehicles, including the EV Charging Station Infrastructure installation.

4. Approve: 1) Agreement for Payment of Costs, with David Brody for Dale Poe Development Corporation, in Connection with the Preparation of Environmental Documentation; and 2) Agreement for Contractor Services, with Rincon Consultants Incorporated, for the Preparation of the Environmental Documentation Related to Preparation of an Initial Study/Mitigated Negative Declaration for the ABC North Phase II Project

RECOMMENDATION: 1) Approve Agreement for Payment of Costs, with David Brody for Dale Poe Development Corporation, in Connection with the Preparation of Environmental Documentation; and, 2) Approve Agreement for Contractor Services, with Rincon Consultants Incorporated, for the Preparation of the Environmental Documentation Related to Preparation of an Initial Study/Mitigated Negative Declaration for the ABC North Phase II Project.

5. Adopt Resolution No. 25-2118; Summarily Vacating the Sanitary Sewer Easement Located at 29045 Agoura Road (APN #2061-006-044) and Making a Finding of Exemption Under the California Environmental Quality Act

RECOMMENDATION: 1) Adopt Resolution No. 25-2118 summarily vacating the sanitary sewer easement located at 29045 Agoura Road and making a finding of exemption under the California Environmental Quality Act; and, 2) Authorize the City Clerk to forward a certified copy of the Resolution to the Los Angeles County Recorder's Office for recording.

DISCUSSION / ACTION

(This section is reserved for persons wishing to address items listed under Discussion / Action. Please refer to "Public Participation" above for full details on how to submit written public comments or speak under this category.)

6. Discussion to Consider Approval of the 2025 Update of the City of Agoura Hills Arterial Streetscape Master Plan

RECOMMENDATION: Approve the 2025 update of the City of Agoura Hills Arterial Streetscape Master Plan.

7. Discussion to Consider Award of Contract to RRM Design Group for Preparation of Concept Plans/Strategies and Progress Update on Property Owner Engagement

RECOMMENDATION: 1) Award a consultant services agreement to RRM Design Group for the preparation of Concept Plans and strategies to create gathering place experiences along Agoura Road; 2) Authorize the Mayor to execute the contract agreement with RRM Design Group; and, 3) Discuss the staff update on discussions with property owners and stakeholders, and provide feedback on the progress made to-date.

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The Regular City Council Meeting of October 8, 2025, has been canceled. The next Regular City Council Meeting will be held at 6:00 p.m., on October 22, 2025, in the Council Chambers of the Civic Center. The Civic Center is located at 30001 Ladyface Court, Agoura Hills, California.

In accordance with the Americans with Disabilities Act, if you require special assistance to participate in a City Council meeting or to access other services offered by the City of Agoura Hills, please contact the City Clerk's Office at (818) 597-7300. To ensure that reasonable arrangements can be made to provide appropriate access, please provide notification at least 48 hours in advance of the meeting or time when services are needed.

Copies of staff reports or other written documentation related to each item of business on this Agenda are available on the City's website at ***agourahillscity.gov*** *and are on file in the Office of the City Clerk, Kimberly M. Rodrigues, at Agoura Hills City Hall, 30001 Ladyface Court, Agoura Hills, California, 91301.*

The telecast of Regular City Council Meeting held on Tuesday, October 7, 2025 will be broadcast on Channel 10 for Time Warner Cable subscribers and Channel 3 for Charter subscribers and air daily until the next regularly scheduled City Council meeting. The broadcast schedule is as follows: M-10a m; T-3pm; W-10am; Th-7pm; F-10am; S-3pm; and Su-7pm.

Date Posted: October 2, 2025

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**OCTOBER 7, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**DIEGO IBANEZ, DIRECTOR OF FINANCE**
SUBJECT:	**APPROVE DEMAND WARRANT REGISTER NO. 940**

Demand Warrant No. 940 is hereby submitted for your approvaL

FISCAL IMPACT

All items on the Demand Warrant are budgeted items; and all the items, when aggregated and annualized, are found to be within budget.

RECOMMENDATION

It is recommended the City Council approve Demand Warrant No. 940.

Attachments

Demand Warrant 940.pdf

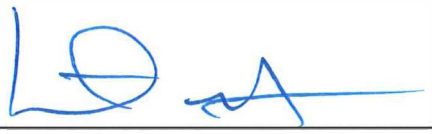
October 7, 2025

DEMAND WARRANT REGISTER NO. NINE HUNDRED FORTY

Pursuant to Section 2508, of the Agoura Hills Municipal Code (AHMC), the demands are herein presented, having been duly audited, and are hereby allowed and approved for payment in the amount as shown for the designated payees and charged to the appropriate funds as indicated.

Pursuant to Section 37202 of the Government Code, I certify the above demands are accurate and funds are available for payment thereof.

I hereby certify Demand Warrant No. 940 is a full, true, and correct statement.



Nathan Hamburger, City Manager

CITY OF AGOURA HILLS

Demand Register 940

Date	Check	Vendor	Description	Amount
9/4/2025	118485	A Rental Connection	Concert in the Park	544.50
9/4/2025	118486	Agoura Hills Fire Safe Council	Grant Reimbursement	678.50
9/4/2025	118487	Aime Oiknine	Security Deposit Refund - Event 8/10/25	200.00
9/4/2025	118488	Aurelio Reyes	Fiesta Luncheon Entertainment	550.00
9/4/2025	118489	Brenda Cho	Mileage Reimbursement	31.08
9/4/2025	118490	Brightview Landscape Services	Landscape Maintenance June 2025	28,634.00
9/4/2025	118491	Brodersen Associates	Landscape Architecture July 2025	1,317.50
9/4/2025	118492	Bryco Plumbing	Old Agoura Valve Replacement	3,770.00
9/4/2025	118493	Burns Pacific Construction	Monthly Rental Fee July 2025	102,693.66
9/4/2025	118494	CAPTnS	Community Grant	1,000.00
9/4/2025	118495	Chatsworth Sheriff	Wage Garnishment	1,521.48
9/4/2025	118496	Colleen Holmes	PZ-2025-105 Oak Refund	403.00
9/4/2025	118497	Dapeer, Rosenblit & Litvak Llp	Legal Services July 2025	6,983.61
9/4/2025	118498	DBX Inc	HAWK Retention	20,916.14
9/4/2025	118499	Delphine G. Herrera	Instructor Payment	968.00
9/4/2025	118500	Direct Tv	Cable Services - September 2025	53.49
9/4/2025	118501	Dish	Rec Center Cable Services September	158.71
9/4/2025	118502	DSR Audio	Sound for Concert in the Park	12,225.37
9/4/2025	118503	Dudek	Oak Tree Projects	5,144.85
9/4/2025	118504	E.g. Brennan & Co. Inc.	Annual Maintenance Agreement	125.00
9/4/2025	118505	Envicom Corporation	Rec Trail Project	37,680.94
9/4/2025	118506	Executive Facilities Services, Inc	Janitorial Services September 2025	2,764.86
9/4/2025	118507	Facilitron Inc.	Tennis Court Rental	2,083.40
9/4/2025	118508	Global Music Rights Licensing	Music License FY 25-26	892.50
9/4/2025	118509	Granite Telecommunications, LLC	Phone Lines	217.53
9/4/2025	118510	Greater Conejo Valley Comm	Sponsorship	10,000.00
9/4/2025	118511	GSG Protective Services	Concert Security 8/11 - 8/17	942.00
9/4/2025	118512	HDL Companies	Q1 Sales Tax	2,777.00
9/4/2025	118513	Kassidi Hernandez	Refund Event Cancelled	1,867.00
9/4/2025	118514	Kimley Horn & Assoc.	Citywide Speed Survey July 2025	23,800.00
9/4/2025	118515	La County Assessors	Maps	6.00
9/4/2025	118516	Los Angeles County Sheriff's	Sheriff Services June 2025	459,334.25
9/4/2025	118517	Accu-prints	Fingerprinting August 2025	17.50
9/4/2025	118518	m6 Consulting, Inc.	Morrison Park	13,481.09
9/4/2025	118519	Marcus Anthony Davis	Refund Event Cancelled	1,704.25
9/4/2025	118520	Michael Baker International, Inc.	Kanan Corridor July 2025	7,495.85
9/4/2025	118521	Ooma, Inc.	AirDial Services August 2025	585.63
9/4/2025	118522	Ronald F. Troncatty	Monthly Services - August 2025	1,825.00
9/4/2025	118523	Roys Towing	Tow Ford Escape	125.00
9/4/2025	118524	Lanspeed	Monthly Service September 2025	12,044.60
9/4/2025	118525	San Fernando Valley Community Mental He	Interim Housing Beds	45,250.00
9/4/2025	118526	Smith Pipe & Supply Inc.	Irrigation Supplies	256.29
9/4/2025	118527	Solid Waste Solutions, Inc.	Film Permit Fees August 2025	1,962.00
9/4/2025	118528	Southern California Edison	Utilities 7/23 - 8/20	10,106.15
9/4/2025	118529	The Active Network	Credit Card Machines	1,595.22
9/4/2025	118530	T-Mobile USA Inc.	Monthly Services 7/21 - 8/20	31.35
9/4/2025	118531	Total Access Evevator LLC	Maintenance September 2025	155.00
9/4/2025	118532	TPX Communications	Communication 8/23 - 9/22	811.01
9/4/2025	118533	Turbodata	Admin Citation Processing	200.00
9/4/2025	118534	Vant System	Event Center Camera Replacement	1,609.51

CITY OF AGOURA HILLS

Demand Register 940

9/4/2025	118535	Vortex	Event Center Storage Door Repair	3,558.00
9/4/2025	118536	West Coast Air Conditioning	City Hall Repairs	2,645.74
9/4/2025	118537	West Coast Arborists, Inc	Emergency Response 7/16/2025-7/13/2025	5,393.18
9/4/2025	118538	Willdan	Water Quality Services August 2025	7,176.50
9/11/2025	118539	Agoura Hills Fire Safe Council	Grant Reimbursement	154.63
9/11/2025	118540	Andrew Montanez	Refund Cancelled Event	1,992.00
9/11/2025	118541	Cal State Site Services	Rec Trail Construction Portable Restrooms	384.77
9/11/2025	118542	Conejo Awards	Reyes Adobe Days	332.48
9/11/2025	118543	Danish Environment Janitorial Services	Event Clean Up	2,028.00
9/11/2025	118544	Delphine G. Herrera	Instructor Payment	917.00
9/11/2025	118545	Derry Nice	Security Deposit Refund	1,000.00
9/11/2025	118546	El Portal Theatre	Senior Excursion	510.00
9/11/2025	118547	Fedex	Shipping	114.00
9/11/2025	118548	Flock Safety	Flock Cameras	74,557.50
9/11/2025	118549	Jason Friedlander	Security Deposit Refund	850.00
9/11/2025	118550	Las Virgenes Municipal Water	Water 7/21 - 8/20	12,766.62
9/11/2025	118551	**Void**	Water 7/21 - 8/20	-
9/11/2025	118552	Libert Cassidy Whitmore	Membership FY 25-26	5,280.00
9/11/2025	118553	National Utility Locators LLC	Contract Locating August 2025	1,700.00
9/11/2025	118554	Pegasus Studios	Broadcasting Services August 2025	2,650.00
9/11/2025	118555	San Fernando Valley Community Mental He	Interim Housing Program July 2025	7,750.00
9/11/2025	118556	Santa Monica Mountain Conserv	Community Grant	1,000.00
9/11/2025	118557	Southern California Edison	Utilities	2,119.87
9/11/2025	118558	Staples	Supplies	709.00
9/11/2025	118559	Townsend Public Affairs, Inc.	Consulting Services August 2025	5,000.00
9/11/2025	118560	Underground Service Alert	AGRH New Ticket Charges	40.00
9/11/2025	118561	Willdan	GIS Services	414.00
9/18/2025	118562	Accenture Infrastructure and Capital Project	On Call Inspection Services	2,380.00
9/18/2025	118563	Access Corp	Storage September 2025	944.91
9/18/2025	118564	Acorn	RAD Ads	4,312.00
9/18/2025	118565	Agoura Lock Technologies	Lockout	195.00
9/18/2025	118566	Agromin	Shredded Decorative Bark	1,405.02
9/18/2025	118567	AT&T	Internet September 2025	203.30
9/18/2025	118568	At&t Mobility	IPad Connections - August 2025	792.94
9/18/2025	118569	Banning Museum	Deposit 10-8-2025	150.00
9/18/2025	118570	Bold Plumbing Inc.	Plumbing Services	1,647.93
9/18/2025	118571	Brightview Landscape Services	Landscape Maintenance August 2025	33,478.71
9/18/2025	118572	Bureau Veritas America	Permit Technician Services	24,311.50
9/18/2025	118573	Burns Pacific Construction	Recreation Center Leak Claim August 2025	50,483.41
9/18/2025	118574	Cal-State Site Services	Medea Creek Clean Up	490.03
9/18/2025	118575	City of Thousand Oaks Transit	Dial-A-Ride July 2025	10,984.01
9/18/2025	118576	Consolidated Ink LLC	RAD Shirts	552.81
9/18/2025	118577	Converge Technology	IT Services - October 2025	3,806.00
9/18/2025	118578	Danish Environment Janitorial Services	Janitorial Services September 2025	6,656.59
9/18/2025	118579	Dapeer, Rosenblit & Litvak Llp	Legal Services August 2025	42,990.49
9/18/2025	118580	Department Of Justice	Fingerprinting August 2025	130.00
9/18/2025	118581	Elizabeth Eaves	Instructor Payment	208.05
9/18/2025	118582	Excel Pest Managment	Monthly Pest Control	165.00
9/18/2025	118583	GSG Protective Services	Event Security 8/18/25-8/24/25	720.00
9/18/2025	118584	Human Artwork BJJ LLC	Instructor Payment	262.50
9/18/2025	118585	Las Virgenes Municipal Water	Water 7/21-8/20	16,703.75
9/18/2025	118586	**Void**	Water 7/21-8/20	-
9/18/2025	118587	Lindero Canyon Middle School PFC	Community Grant	1,500.00

CITY OF AGOURA HILLS

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9/18/2025	118588	m6 Consulting, Inc.	Building Plan Check Services July 2025	21,566.14
9/18/2025	118589	Michelle Rivera	Security Deposit Refund - 8/29/25	1,000.00
9/18/2025	118590	Pasadena Playhouse	Deposit Performance 2-14-26	292.00
9/18/2025	118591	Respect Martial Arts	Instructor Payment	249.90
9/18/2025	118592	Richards, Watson & Gershon	Professional Services - August 2025	33,560.34
9/18/2025	118593	Smith Pipe & Supply Inc.	Supplies	3,178.79
9/18/2025	118594	South Central Planning and Development C	Permitting Module - August 2025	1,533.33
9/18/2025	118595	Southern California Edison	Utilities 7/03/25-8/04/25	24,341.60
9/18/2025	118596	Southern California Gas Comp	Utilities 8/04/25-9/04/25	496.00
9/18/2025	118597	Spectrum Enterprise	Cable Services 9/03/25-10/02/25	182.98
9/18/2025	118598	Staples	Supplies	86.58
9/18/2025	118599	Sunbelt Controls	HVAC Repair - Rec/Event Center	615.00
9/18/2025	118600	The Performing Arts Education Centers	Event Deposit - Fall Concert	5,357.00
9/18/2025	118601	Turbodata	Admin Citation Processing	200.00
9/18/2025	118602	Uline	Grant Materials	217.76
9/18/2025	118603	Venco Electric Inc.	Lights - Reyes Adobe Days	2,550.00
9/18/2025	118604	Vortex	Repairs	2,727.50
9/18/2025	118605	West Coast Arborists, Inc	Tree Maintenance 8/16/25-8/31/25	12,552.38
9/18/2025	118606	West Coast Promotional Solutions	Employee Polos and Jackets	995.00
9/25/2025	118607	3 Little Birds Event Planning	RAD Supplies Deposit	34.24
9/25/2025	118608	Advanced Chemical Technology	Water Treatment September 2025	340.00
9/25/2025	118609	Bold Plumbing Inc.	City Hall Kitchenette Repairs	1,312.50
9/25/2025	118610	Brodersen Associates	Landscape Architect August 2025	5,246.25
9/25/2025	118611	Burns Pacific Construction	Rec Trail Project	13,126.33
9/25/2025	118612	California Municipal Statistic	Statistical Information	1,250.00
9/25/2025	118613	CAPIO	Membership Renewal	425.00
9/25/2025	118614	Cr Print	Window Envelopes	327.06
9/25/2025	118615	Ellis Investigations Law Corporation	Investigation	17,720.00
9/25/2025	118616	Envicom Corporation	Rec Center Trail	45,645.83
9/25/2025	118617	GSG Protective Services	City Hall Security	2,115.00
9/25/2025	118618	Rabbits & Oaks	RAD Merchandise	1,785.19
9/25/2025	118619	Joshua Pocon	Security Deposit Refund	1,000.00
9/25/2025	118620	Los Angeles County Sheriff's	Concert in the Parks	3,431.72
9/25/2025	118621	Michele Hubbs	Supplies Reimbursement	23.20
9/25/2025	118622	Pitney Bowes	Postage Machine Lease 7/30/25 - 10/29/25	566.17
9/25/2025	118623	Ryan Gabriel	Security Deposit Refund	1,000.00
9/25/2025	118624	Lanspeed	Switching Upgrade	3,625.00
9/25/2025	118625	SCA of CA LLC	Street Sweeping August 2025	17,083.09
9/25/2025	118626	Solid Waste Solutions, Inc.	Hauler and Franchise Permits	5,433.50
9/25/2025	118627	Staples	Supplies	204.87
9/25/2025	118628	West Coast Air Conditioning	City Hall Repairs	3,706.97
			Total	**1,413,161.28**

9/5/2025	Payroll	PP 8/23/25-9/05/25	PP 8/23/25-9/05/25	272,765.99
9/19/2025	Payroll	PP 9/06/25-9/19/25	PP 9/06/25-9/19/25	264,880.19
			Wire & EFT Total:	**537,646.18**
			Grand Total	**1,950,807.46**

Demand Register No. 940

PASSED, APPROVED, AND ADOPTED this 7th day of October, 2025, by the following vote to wit:

AYES: ( )
NOES: ( )
ABSENT: ( )
ABSTAIN: ( )

_____
Penny Sylvester, Mayor

ATTEST:

_____
Kimberly M. Rodrigues, MMC, City Clerk

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE: **OCTOBER 7, 2025**

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **NATHAN HAMBURGER, CITY MANAGER**

BY: **CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS DIRECTOR / CITY ENGINEER**

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR THE FISCAL YEAR 2024-25 PAVEMENT REHABILITATION PROJECT; NIB 24-05**

On February 26, 2025, the City Council awarded a contract to Mission Paving and Sealing, Inc., in the amount of $524,938 for the Fiscal Year 2024-25 Pavement Rehabilitation Project; NIB 24-05 (Project). In addition, contingency funds in the amount of $78,740.70 (15%) were authorized at that time.

The original scope of work consisted of resurfacing six (6) streets with Type II slurry seal, crack sealing, localized aggregate base and pavement repair, speed hump replacement, restriping, and installation of pavement markings. Additionally, the Project included constructing bikeway improvements that are proposed in the City's Bicycle Master Plan (BMP).

The original Project areas included the following:

Street Name	From	To
Argos Street	S/ Thousand Oaks Boulevard	N/Driver Avenue
Canwood Street	W/Lake Crest Drive	W/Alfonso Drive
Driver Avenue	W/Argos Street	W/Easterly Road
Lake Lindero Drive	S/ Thousand Oaks Boulevard	N/Canwood Street
Reyes Adobe Road	S/ Thousand Oaks Boulevard	S/Canwood Street
Thousand Oaks Boulevard	E/Kanan Road	E/Carell Avenue

There were a total of four (4) change orders resulting in a total change order amount of $73,729.86. The following is a breakdown of the costs associated with each change order:

1. Additional resurfacing of Portside Place	$ 2,730.00
2. Additional striping and signage requested by staff	$ 36,445.00
3. Striping adjustments on Driver Ave. & Reyes Adobe Rd.	$ 20,380.00
4. Cost adjustment for actual quantities of materials	$ 14,174.96

The final cost for the Project is summarized in the table below.

Original Contract Amount	**$524,938.00**
Total Change Order Costs	$ 73,729.86

Revised Contract Amount	$598,667.86
Total Budget	$772,391.04

The work was performed to the satisfaction of staff and is expected to serve the community well for many years to come.

FISCAL IMPACT

The final cost of $598,667.86 is within the construction contract authorization as noted above. The project was paid entirely using a combination of Road Rehabilitation and Recovery Act (SB1) Funds (022-4640-6305.00), and Bike Improvement Funds (260-4640-6305.00) which are all special funds.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve, and accept as complete, the work of Mission Paving and Sealing, Inc., for the Fiscal Year 2024-25 Pavement Rehabilitation Project; NIB 24-05; and
2. Authorize the Director of Public Works to sign the Notice of Completion for the project, and authorize the City Clerk to forward the Notice of Completion to the County Recorder for recordation.

Attachments

FY 2024-25 Pavement Rehabilitation NIB 24-05- Notice of Completion Form .pdf

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME: CITY OF AGOURA HILLS
STREET ADDRESS: 30001 Ladyface Court
CITY, STATE, ZIP: Agoura Hills, CA 91301

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.) Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **City of Agoura Hills**
3. The full address of the owner is **30001 Ladyface Court, Agoura Hills, CA 91301**
4. The nature of the interest or estate of the owner is: In fee.

*

(IF OTHER THAN FEE, STRIKE "IN FEE" AND INSERT, FOR EXAMPLE, "PURCHASER UNDER CONTRACT OF PURCHASE, OR "LESSEE")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES ADDRESSES

6. The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on 8-12-2025 The work done was:
FY 2024-2025 Pavement Rehabilitation Project; NIB #24-05
8. The name of the contractor, if any, for such work of improvement was Mission Paving & Sealing, Inc.

(IF NO CONTACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

9. The property on which said work of improvement was completed is in the City of Agoura Hills, County of Los Angeles DESCRIBED AS FOLLOWS:
Various locations throughout the City of Agoura Hills
10. The street address of said property is None
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT "NONE".)

Dated: _____

Kimberly M. Rodrigues, MMC, **City Clerk, City of Agoura Hills** (SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

I, the undersigned, say: I am the **Public Works Director/City Engineer**, the declarant of the foregoing notice of completion;
("PRESIDENT OF", "MANAGER OF", "PARTNER OF", "OWNER OF", ETC.)

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/07/2025 (Date) at **Agoura Hills, County of Los Angeles, California** (City, County, & State)

CHARMAINE YAMBAO, P.E.

(Personal signature of the individual who is swearing that the contents of the Notice of Completion is true.)

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**OCTOBER 7, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**JOHN TREICHLER, ADMINISTRATIVE ANALYST** **RAMIRO ADEVA, ASSISTANT CITY MANAGER**
SUBJECT:	**APPROVE REQUEST TO APPROVE THE VOLTAIC INFRASTRUCTURE PROPOSAL AND AUTHORIZE THE PURCHASE OF ADDITIONAL ELECTRIC VEHICLES**

In compliance with te City's Climate Action and Adaptation Plan, the City is looking to update it's fleet operations. The City of Agoura Hills has been a member of the Clean Power Alliance (CPA) since 2019 to bring clean power, local control, and local benefits to the city. Recently, at the August 13, 2025, City Council meeting, City Council approved the City's participation in the "Electric Fleet Transition Program".

This reimbursable program provides a funding opportunity that will assist with the implementation of electrical vehicle (EV) fleet transition measures, including the EV charging infrastructure, which will assist in the reduction in greenhouse gas emissions.

The program offers up to $250,000 to assist with the following eligible expenses:

a. Electric vehicle purchases.
b. EV charging equipment, including warranties, service contracts, and or subscription fees.
c. Design, installation, and construction costs for the EV infrastructure.
d. Managed charging and fleet services and equipment.
e. Additional expenses are to be determined and approved by CPA at its sole discretion.

The City proposes utilizing funds ($250,000) from the Miscellaneous Grants Other Improvements Fund (260-4180-5682.00) for the purchase of up to three (3) Electric Vehicles from local/regional car dealerships, the installation of the EV Charging Station Infrastructure provided by Voltaic that will be located in the parking garage at the civic center. Usage of this Fund is 100% reimbursable from CPA.

a. Voltaic EV Charging Station Installation - $113,015.00
b. Purchase three (3) Electric Vehicles - $136,985.00

An additional Electric Vehicle is being requested to be purchased through the Sourcewell Program, separate from the CPA program, using funds ($62,000) from the South Coast Air Quality Management District (AQMD) AB 2766 Motor Vehicle Subvention Program (070-4190-5684.00). The hope is that the City can take advantage of pricing deals prior to the release of the next year models.

FISCAL IMPACT

Funding for this project will come from two (2) sources, the AB 2766 Fund $62,000 # 070-4190-5684.00 and $250,000 from # 260-4180-5682.00 Miscellaneous Grants Other Improvements Fund.

RECOMMENDATION

Staff respectfully recommends the City Council approve the following:

1. Authorize the City Manager to execute an agreement for the Voltaic Cost Proposal for up to $113,015.00; and
2. Authorize the use of $62,000 from the AB 2766 Fund to purchase one (1) Electric Vehicle from the Sourcewell Program; and
3. Authorize the appropriation of $250,000 from 260-4180-5682.33 Miscellaneous Grants Other Improvements Fund to purchase up to three (3) Electric Vehicles, including the EV Charging Station Infrastructure installation.

Attachments

Voltaic EV Charging Station Proposal.pdf

Project #: 124-012-1

Proposal for the City of Agoura Hills

Fleet EV Charging Stations with 5 Years of Services + ASSURE

Date: September 9, 2025

Location:
30001 Ladyface Court
Agoura Hills, CA 91301

Submitted to: City of Agoura Hills
ATTN: JT Treichler
Phone #: 818.597.7309
Email: JTreichler@agourahillscity.org

Description:

This proposal includes the labor and materials to supply and install three (3) Level 2, ChargePoint CPF50 EV charging stations with 48A (12.5kW) output per charging port and one (1) Level 3, ChargePoint CPE250 with 62.5kW output.

CHARGING STATION MOUNTING TYPE(S):	THREE (3) & ONE (1) PEDESTAL
TOTAL # OF PARKING FOR EV:	THREE (3) LEVEL 2 CHARGING & ONE (1) LEVEL 3 CHARGING
INFRASTRUCTURE REMAINING CAPACITY:	LEVEL 2: 3 FUTURE EVCS WITH 48A

Price Breakdown:

Electrical/Construction, Labor and Material	$51,471.00
EVCS Station(s) and Service(s)	
A) Level 2 EVCS: Three (3) CPF50	$11,808.00
B) Level 3 EVCS: One (1) CPE250	$49,736.00
Total Price:	**$113,015.00** (tax included)

Electrical/Construction, Labor and Material Includes:

- Proposal consists of project management and site planning, engineering and designing for any necessary permit acquisitions.
    - Permit acquisitions also include the plan checking, and inspection processes (not including actual plan check fee, permitting and/or inspection fees) as required by the authorities having jurisdiction.
- Prevailing wages.
- Standard 1-year warranty including parts and labor for any defect in manufacturing or workmanship.
- Perform Site Validation survey (SVS) as required by ChargePoint, Inc. prior to activation of stations. SVS fee to ChargePoint, Inc. discounted when using ChargePoint, Inc. Certified Installers.

- Standard electrical power consistency evaluation: circuit breaker and electrical panel evaluation.
- Cellular network communications test: test for consistency of cellular signal strength.
- Charging station evaluation: consistent voltage, amperage, ground, network communication.

ELECTRICAL EQUIPMENT UPGRADE

- Supply and installation of new 75KVA transformer to provide adequate power and proper voltage rating for a new electrical panel dedicated for Level 2 EVCS.
  - Supply and installation of a 100A circuit breaker to provide overcurrent protection to transformer on the 600A, 480/277V City Hall Main Distribution.
  - Location of the new transformer to be placed in a spare room with existing ventilation, adjacent to the proposed EVCS parking spaces. Coordination with facility to relocate existing storage/storage racks.
  - Supply and wire pull new electrical conductors in new conduit from the existing 600A, 480/277V main distribution to the new transformer.
- Supply and installation of new 225A, 208/120V electrical panel dedicated for EV charging stations.
  - Location of the electrical panel to be placed adjacent to the new transformer.
  - Supply and wire pull new electrical conductors in new conduit from the transformer to the new electrical panel.
  - Electrical panel can support a total of six (6) 48A EV charging stations total.

LEVEL 2 CHARGING STATION INSTALLATION

- Installation of three (3) ChargePoint CPF50 single-port wall-mounted EV charging stations equipped for 48A output per charging port.
  - Proposed location servicing spaces 18, 19, and 20 respectively.
  - Supply and installation of three (3) 60A circuit breakers for the overcurrent protection of each charging station.
  - Supply and wire pull new electrical conductors from the electrical panel to each respective charging station in new conduit.
- Supply and installation of three (3) bolt-down bollards for the EVCS crash protection, one per station.

LEVEL 3 CHARGING STATION INSTALLATION

- Installation of one (1) ChargePoint CPE250 DCFC EV charging station with 62.5kW output.
  - Proposed location between spaces 24|25, mounted on the existing parking garage concrete ground.
  - Supply and installation of one (1) 100A main breakers for the overcurrent protection fed from the City Hall's 600A, 480/277V main distribution
  - Supply and wire pull new electrical conductors from the main distribution to the CPE250 DCFC station.

  - Supply and installation of a local disconnect for the CPE250.
- Supply and installation of two (2) bolt-down bollards for the EVCS crash protection.

CELLULAR SIGNAL REPEATER/BOOSTER SYSTEM

- Installation of one (1) 4G cellular signal booster/repeater for adequate EVCS cellular network communications.
  - Signal wire (low voltage) not to be encased in conduit.

_____ _____
INITIALS DATE

EV Charging Station Orders: Includes Charging Hardware & Station Services

A) CPF50 FLEET PRODUCT SOLUTION

Qty	Product Description	Product Name
3	CPF50, USA, AC Station, 1x Type 1, up to 50A, 1 Phase, 5.5m/18', Wall, RFID, Cellular/WIFI, Vodafone e-SIM, UL, 2 YR Parts Warranty.	CPF50-L18-GW-USA
3	5 Prepaid years of Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports. (per charging station)	CPCLD-FLEETENT-5
3	ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and reliable deployment experience. Priced per CPF50 station.	CPF-ACTIVE
3	5 prepaid years of ChargePoint Assure. for CPF stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	CPF-ASSURE5

CHARGING STATIONS BREAKDOWN

Equipment (CPF50)	Unit Price	Quantity	Total
CPF50-L18-GW-USA	$930.00	3	$2,790.00
Product Services (CPF50)			
CPCLD-FLEETENT-5	$2,160.00	3	$6,480.00
CPF-ACTIVE	$100.00	3	$300.00
CPF-ASSURE5	$600.00	3	$1,800.00
		Tax & S/H:	$438.00
		EVCS Unit(s) & Service(s) Total Price:	**$11,808.00**

EV Charging Station Orders: Includes Charging Hardware & Station Services

B) CP250 DCFC FLEET PRODUCT SOLUTION

Qty	Product Description	Product Name
1	ChargePoint Express 250 Station, NA, DC Station, 62.5 kW, 2x Power Module, 1x CCS1 200A cable, 1x CHAdeMO 140A cable, ChargePoint Signage, 254mm (10") Touch Display, Contactless credit card and RFID reader, Cellular/Wifi, UL Listed, 2 year Parts Warranty	CPE250C-625-CCS1-200A-CHD
1	CPE250 DCFC anchor bolt, mounting kit.	DC-UNIVERSAL-CMT-METRIC
1	One-time on-site validation of the make ready and installation, software updates, and hardware configuration. Any critical non-conformities identified must be resolved to activate DC hardware. Priced per station.	CPE250-COMMISSIONING
1	5 Prepaid years of Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	CPCLD-FLEETENT-DC-5
1	ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and reliable deployment experience. Priced per station.	CP-ACTIVATION
1	5 prepaid years of ChargePoint Assure for CPE250 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	CPE250-ASSURE-5

CHARGING STATIONS BREAKDOWN

Equipment (CPE250)	Unit Price	Quantity	Total
CPE250C-625-CCS1-200A-CHD	$31,250.00	1	$31,250.00
DC-UNIVERSAL-CMT-METRIC	$0.00	1	$0.00
Product Services (CPE250)			
CPE250-COMMISSIONING	$1,230.00	1	$1,230.00
CPCLD-FLEETENT-DC-5	$4,275.00	1	$4,275.00
CPSUPPORT-ACTIVE	$249.00	1	$249.00
CPE250-ASSURE-5	$9,200.00	1	$9,200.00
		Tax & S/H:	$3,532.00
		EVCS Unit(s) & Service(s) Total Price:	**$49,736.00**

Excludes:

1. Plan check fees (if applicable) permitting fees, and/or any required inspection fees required to conduct the scope of work. Related fees may be paid for by contractor in advance to avoid delay of project, but fees shall be fully reimbursable at passed-through costs at the expense of the owner or be waived by City.
2. Calibration testing of EV charging stations.
3. Conduit encasement for signal (low voltage) wiring.
4. Any additional (outside the scope of work) circuit breaker installations or upgrades as required per NEC or manufacturer's specifications.
5. Custom framing, bracketing, strut, or other supporting accessories not supplied by manufacturer fabricated to install wall-mounted charging stations on a non-typical structure.
6. Notification to tenants or any affected parties of construction and/or power shutdown requirements.
7. Payment bonds/performance bonds, apprenticeships.
8. Supply/Installation of sign posts (signage to be mounted on wall or other existing surface).
9. Site modifications such as ramping, and accessibility path of travel, or grading for ADA standards.
10. Striping, stenciling, marking for parking spaces.

_____ _____
INITIALS DATE

Clarification:

1. No pricing is included for existing conditions/obstructions not evident prohibiting the completion as specified.
2. This proposal is based on work being performed during normal business hours 7am—5pm Monday to Friday, 8-hours days, and/or a mutually agreeable schedule. Overtime and abnormal business hours is not considered.
3. All conduit work is unfinished unless specified otherwise.
4. This proposal assumes that the integrity of all existing circuitry and electrical systems is intact, all circuits and electrical that are to remain are to code, and are operational. Any additional labor and material to fix or repair the previously mentioned will be billed on a time and material basis at $104/hr. + material.
5. The proposed estimate is based on a preliminary site assessment and may be subject to adjustments prior to change in design and installation for any reason including city planning/permitting requirements. Planning requirements may be subject to additional equipment and additional charge.
6. The proposed estimate is based on the mentioned scope of work being completed from start to finish under one (1) continuously, or agreed scheduled timeline. Any incomplete items or interruptions causing delays to complete the project due to site not being ready for the entire scope of work will incur a separate re-dispatching charge of $450 each day should this delay cause additional return visits to complete the task.
7. Not all EV charging station installation requires a calibration test for accuracy of energy being dispensed of each charging port against the amount being measured (and/ displayed) by each said charging station. For additional information regarding calibration and energy measures reports refer back to manufacturer for more information. Third-party calibration testing services and cost estimates available upon request.

8. Each personnel scheduled for servicing onsite unable to conduct services due to conditions beyond VVD Voltaic's control is subject to standby time charges at the applicable rate.

_____ _____
INITIALS DATE

NOTE1: *The cost for this quotation is guaranteed for up to 30 days of the quotation date. We reserve the right to withdraw from this proposal at any time. Any cancellations or terminations to this agreement may be settled upon costs and other related expenses already incurred towards this agreement.*

NOTE2: Payment Terms: *Upon execution of agreement, we will be invoicing for the total cost of EV charging station orders (if any) and a deposit amount of 15% of the cost of construction/installation (labor and materials, combined) of which payments are due as commencement of the project, or otherwise negotiated. A progress payment shall be invoiceable for 90% (15% from deposit + 75% progress payment) towards the end of construction/installation, prior to final inspections (if any) and activation of charging stations. The remaining balance will be invoiced upon final inspections from all relative authorities having jurisdiction and activation of charging stations. Non-deposit payments, and remaining-balance payment terms are net-thirty (30) days. Any invoice(s) not paid within thirty (30) days from the date of invoice may be subjected to a service charge of two percent (2.0%) per month, or the maximum allowed by law, on the account balance(s).*

A purchase order will be immediately sent to the manufacturer for delivery of any charging hardware, but may take 7 to 10 business days to arrive to the desired shipping address. Any cancelations or changes to executed orders will result in a 28% restocking and processing fee and additional shipping charges by the manufacturer at the customer's expense. Shipping and handling charges are nonrefundable.

_____ _____
INITIALS DATE

Payment Schedule:

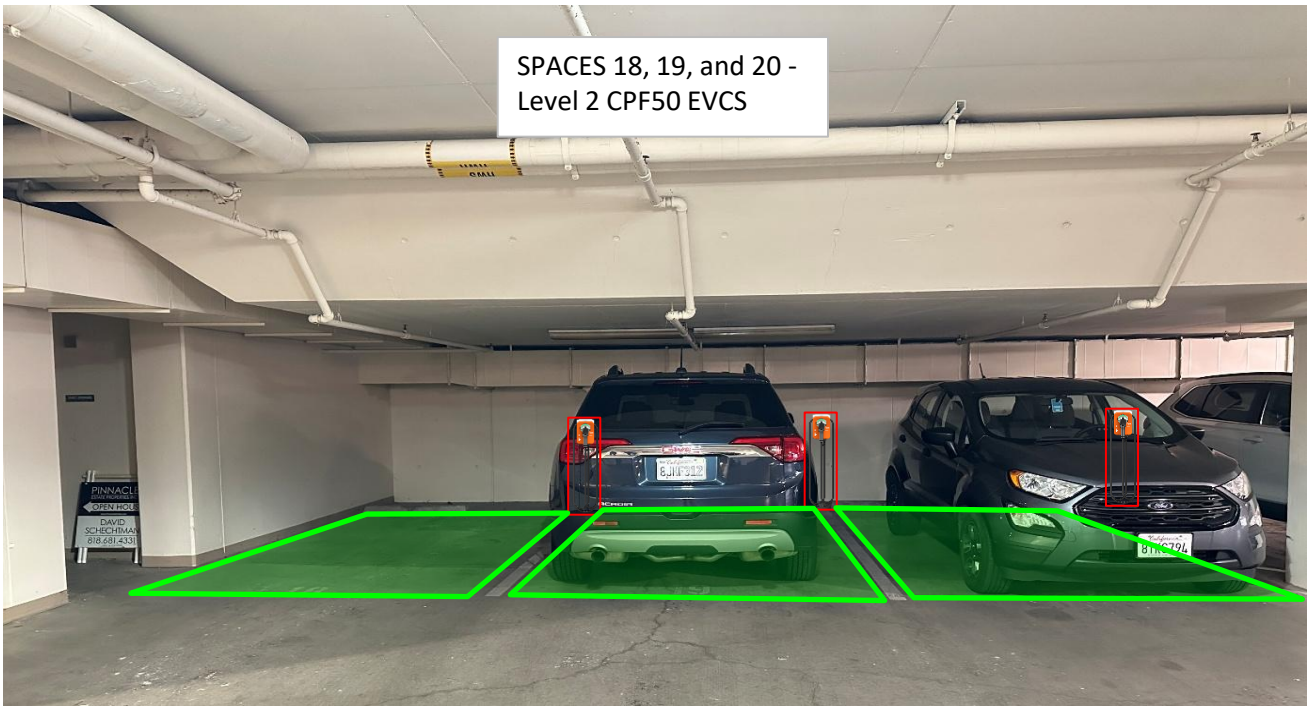
Payment Description	Invoice Schedule	Charging Station Order	Installation: Labor/Materials	Total
Total cost of EV charging station orders, and a deposit amount of 15% of the cost of labor and materials	Upon execution of contract/ agreement	$61,544	$7,721	$69,265
75% of the cost of labor and materials (90% to date)	Completion of installation **prior** to final inspections (if any) and activation	$0	$38,603	$38,603
10% of the cost of labor and materials (100% to date)	Project Closeout and activation (if any)	$0	$5,147	$5,147
Subtotal		$61,544	$51,471	$113,015
			Project Total:	**$113,015**

Proposal by:

Thomas Sung
949-439-9354
thomas.sung@vvdcomm.net
Certified ChargePoint O&M Partner
ChargePoint Certifications #84526017/#15892322

By signing this proposal, I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

_____	_____	_____
CUSTOMER SIGNATURE OF APPROVAL	NAME (PRINT)	DATE
_____	_____	_____
AP CONTACT NAME	AP CONTACT EMAIL	AP CONTACT NUMBER





1	CITY OF AGOURA HILLS EVCS: WORK LOCATION (FOR REFERENCE ONLY)

PROJECT NAME:
CITY OF AGOURA HILLS EVCS

DATE:
09/09/25

LOCATION:
3001 LADYFACE COURT
AGOURA HILLS, CA 91301

VOLTAIC DIVISION
VIDEO VOICE DATA COMMUNICATIONS
VOLTAIC DIVISION
7391 Lincoln Way, Garden Grove, CA 92841

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**OCTOBER 7, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**ERIC WANG, ASSOCIATE PLANNER** **ROBBY NESOVIC, PRINCIPAL PLANNER**
SUBJECT:	**APPROVE: 1) AGREEMENT FOR PAYMENT OF COSTS, WITH DAVID BRODY FOR DALE POE DEVELOPMENT CORPORATION, IN CONNECTION WITH THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION; AND 2) AGREEMENT FOR CONTRACTOR SERVICES, WITH RINCON CONSULTANTS INCORPORATED, FOR THE PREPARATION OF THE ENVIRONMENTAL DOCUMENTATION RELATED TO PREPARATION OF AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE ABC NORTH PHASE II PROJECT**

The purpose of this item is to seek approval of two agreements. The first agreement is with Dale Poe Development Corporation, represented by David Brody, (Applicant) for the payment of costs associated with the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) by Rincon Consultants, Incorporated (Contractor). The second agreement is with the Contractor for contractor services for the preparation of the environmental documentation for the ABC North Phase II project.

The City previously approved both agreements on November 8, 2023. However, both agreements expired in 2024. Therefore, both contracts need to be renewed. Contractor has submitted a revised scope of work to complete the existing IS/MND, and staff finds the proposal acceptable. Contractor has provided CEQA document preparation services for the City several times in the past, and staff has been pleased with the firm's quality of work and timely product deliveries.

The Agreement amount totals $90,732, which includes the Consultant's cumulative cost of preparing the IS/MND in the amount of $75,610, with an additional $15,122.00 (20 percent) to cover City costs to manage the preparation of the IS/MND, including preparing legal notices, mailings, and consultant coordination. The second agreement is for consultant services with Contractor with the City agreeing to pay the Consultant for performing services and tasks related to the preparation of the IS/MND.

Both agreements have been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

There is no impact to the approved City Council 2025-26 Budget, as both the cost of the preparation of the IS/MND and the cost associated with managing the project by staff will be paid by the Applicant's existing trust account. The duration of the contractual agreement is one year. The trust account has a sufficient amount to pay the remaining cost.

RECOMMENDATION

Staff respectfully recommends the City Council approve the: 1) Agreement for Payment of Costs, with David Brody for Dale Poe Development Corporation, in Connection with the Preparation of Environmental Documentation; and, 2) Agreement for Contractor Services, with Rincon Consultants Incorporated, for the Preparation of the Environmental Documentation Related to Preparation of an Initial Study/Mitigated Negative Declaration for the ABC North Phase II Project.

Attachments

1. Agreement with David Brody (Poe Development Corporation)
2. Rincon Consultants Env Agreement_Signed.pdf

AGREEMENT BETWEEN APPLICANT AND THE CITY OF AGOURA HILLS FOR PAYMENT OF COSTS IN CONNECTION WITH THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION

NAME OF APPLICANT:	David Brody for Dale Poe Development Corporation
APPLICANT'S ADDRESS:	5304 Derry Avenue, Suite A Agoura Hills, CA 91301
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attention: City Manager
COMMENCEMENT DATE:	October 7, 2025
TERMINATION DATE:	October 6, 2026
CONSIDERATION:	$90,732.00

AGREEMENT FOR PAYMENT OF COSTS IN CONNECTION WITH THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION

THIS AGREEMENT is made this October 7, 2025, by and between the City of Agoura Hills, a general law city and municipal corporation (hereinafter "City"), and David Brody for Dale Poe Development Corporation (hereinafter "Applicant"), who agree as follows:

1. Applicant requests that California Environmental Quality Act documentation ("environmental documentation") be prepared for and under the direction of City, but at Applicant's expense, for consideration in connection with the preparation of an Initial Study and Mitigated Negative Declaration associated with the development of an industrial business project proposed at 28721 Canwood Street, with AIN: 2048-012-035.

2. Costs for preparation of the environmental documentation will be as follows:

a. Previous costs incurred pursuant to an agreement between Rincon Consultants, Inc. (hereinafter "Consultant") and City for preparation of the environmental documentation, the scope of work of which is attached hereto as Exhibit A. Consultant's estimate of the maximum cost of Consultant's services in the preparation of the environmental documentation is seventy-five thousand six hundred and ten dollars and zero cents ($75,610.00) ("Consultant's Cost").

b. Staff time for research, writing, reviewing and processing, calculated by the number of hours spent times the current hourly rate of the employee or contractor, plus general overhead costs. This amount is estimated to be 20 percent of Consultant's Cost, i.e. fifteen thousand one hundred and twenty-two dollars and zero cents ($15,122.00) ("Administrative Cost").

c. Additional consultant and administrative costs not included within the estimates in subsections (a) or (b) of this Section. To the extent such additional costs arise out of (1) new information supplied to the City regarding the project or its environmental impacts following commencement of the draft environmental document; (2) incomplete or inaccurate information supplied to the City by Applicant or Applicant's agents; or (3) revisions to the environmental document made necessary, in the City's judgment, by changes to the Applicant's project ("Additional Cost").

3. Applicant hereby agrees to pay City in full for all costs and expenses incurred by City for preparation of the environmental documentation. Concurrently with execution of this Agreement, Applicant shall pay City the full amount of ninety thousand seven hundred thirty two dollars and zero cents ($90,732.00) (Consultant's Cost plus Administrative Cost) to defray the costs of preparation of the

environmental documentation and agrees to pay such Additional Costs or other additional sums as may be billed by City for preparation of the environmental documentation within fifteen (15) days from the date of any invoice, or prior to consideration of the Project by the City Planning Commission or City Council, whichever first occurs.

4. Any excess of the amount deposited over the actual cost incurred in connection with preparation of the environmental documentation shall be refunded by City to Applicant within fifteen (15) days from the date the Notice of Determination for the Project is filed with the County Clerk.

5. In the event Applicant abandons the Project and upon written request from Applicant directed to City's Community Development Director, City will terminate or suspend performance of work by Consultant under the contract between City and Consultant. Applicant shall pay City for all costs incurred by City pursuant to its contract with Consultant and for all administrative and actual costs incurred by City.

6. Applicant shall not communicate with or discuss any matters relating to the preparation of environmental documentation with Consultant without prior approval from City's Community Development Director or his or her duly authorized representative. Applicant shall address all questions regarding scheduling, content or distribution of the environmental documentation, or any related matters, to City staff, and not to Consultant. In no case may Developer direct Consultant as to how to undertake or prepare Consultant's work product. The purpose of this provision is to ensure that the environmental documentation is objective and is prepared on behalf of City, and not a document prepared for purposes of advocating approval of the Project.

7. Applicant hereby acknowledges and agrees as follows:

a. City has sole discretion to select which of its employees are assigned to work on Applicant's applications;

a. City has sole discretion to determine which persons City will hire as employees and contractors to work on the Applicant's applications;

c. City has sole discretion to direct the work and evaluate the performance of the employees and contractors whom the City hires to work on Applicant's applications and City retains the right to terminate or replace at any time any employee or contractor who is assigned to work on Applicant's applications;

d. City has sole discretion to determine the amount of compensation paid to employees and contractors hired by City to work on environmental documentation.

8. City and Applicant hereby acknowledge and agree that processing of Applicant's application is not contingent on the hiring of any specific contractor or consultant.

9. City and Applicant hereby acknowledge and agree that the Applicant's duty to reimburse the City is not contingent upon the City's approval or disapproval of the Project or upon the result of any action of the City. Applicant acknowledges and understands that this Agreement in no way obligates the City to approve any entitlements or environmental documentation for the Project. The City and its elected and appointed officials retain sole discretion to either approve or deny any of the environmental documents or entitlements that are subject to or related to this Agreement and needed to effectuate the Project. Furthermore, the Applicant acknowledges that the City makes no promise, representation or warranty, express or implied, as to the timing of City's processing of the Project.

10. Conflict of Interest. Applicant makes the following warranties for the 12-month period preceding the submission of its application for the Project. Applicant warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to the Consultant, or any of the Consultant's agents or employees. Applicant further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee ("City Official") that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code Sections 87100 *et seq.*). Furthermore, during the existence of City's contract with the Consultant, Applicant shall not enter into or cause any other person to enter into any financial relationship on behalf of or for the benefit of Applicant with (i) the Consultant or (ii) any City Official. During such period, Applicant shall not propose or cause any other person to propose to enter into any future financial relationship on behalf of or for the benefit of Applicant with (i) the Consultant or (ii) any City Official. If Applicant cannot provide such warranty because Applicant has entered into an arrangement to pay financial consideration to, or made payment to, a City Official that would create a legally cognizable conflict of interest, Applicant shall then be obligated to disclose such information to the Community Development Director in writing within five (5) days of the execution of this Agreement.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties thereto with respect to the subject matter of this Agreement. City and Applicant acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

12. Amendment. This Agreement, including any exhibits hereto if applicable, may only be amended by a written document signed by the parties thereto.

13. Interpretation. This Agreement is deemed to have been prepared by all parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be

interpreted according to the applicable rules of contracts under the laws of the State of California.

14. Attorney's Fees. In the event that City is required to initiate litigation to enforce this agreement or collect any sum due hereunder, the City shall be entitled to recover its reasonable attorneys' fees and costs of suit should the City prevail.

15. Assignment. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, successors, and assigns of the parties. Notwithstanding the foregoing, any reimbursement rights hereunder shall remain with Applicant unless Applicant specifically assigns those rights to a successor by a written assignment delivered to City. Applicant may assign its rights and transfer its obligations under this Agreement only with City's prior written consent, which shall not be unreasonably withheld or delayed. Immediately upon the granting of such consent and City's receipt of a duly executed assignment and assumption agreement by Applicant and Assignee in accordance with the requirements of this Agreement, Applicant shall be released from all liability and obligations hereunder.

16. No Agency, Joint Venture or Partnership. City and Applicant hereby renounce the existence of any form of agency, relationship, joint venture, or partnership between City and Applicant and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating such a relationship between City and Applicant.

17. Governing Law. This Agreement shall be governed by the laws of the State of California and the exclusive venue for all disputes arising hereunder shall be the Superior Court for the County of Los Angeles.

18. Effect of Waiver. No Waiver of any provision of this Agreement shall be considered a waiver of any provision or any subsequent breach of the same or any other provision including the time for performance of any such provisions. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent that party from any other remedy provided in this Agreement or at law.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

20. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Applicant warrants and represents that he or she has the authority to execute this Agreement on behalf of Applicant and has the authority to bind Applicant to the performance of its obligations hereunder.

21. Notice and Payments. All written notices and payments to be given or made under this Agreement shall be transmitted by personal delivery or by mail.

Notices or payments given or made by mail shall be addressed as follows:

IF TO THE CITY:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

IF TO THE APPLICANT:

Dale Poe Development Corporation
5304 Derry Avenue, Suite A
Agoura Hills, CA 91301
Attn: David Brodie

When so addressed, notices or payments shall be deemed given or made upon deposit in the United States Mail, postage prepaid. In all other instances, notices or payments shall be deemed given or made at the time of actual delivery. Changes may be made in the names of persons to whom notices or payments are to be given or made, or in the addresses to which notices or payments are to be given or made, by the giving of notice pursuant to this section.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF AGOURA HILLS:

By: _____
Penny Sylvester,
Mayor

ATTEST:

_____
Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

_____
Candice K. Lee
City Attorney

APPLICANT: Agoura Business Center North, LLC

By: _____

Name: David Brodsky

Title: President
Dale Poe Real Estate Group
its Manager

By: _____

Name: William E. Poe

Title: Member

Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, California 90012

213 788 4842 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

September 9, 2025
Project No: 22-13815

Eric Wang, Associate Planner
Community Development
City of Agoura Hills 30001 Ladyface Court
Agoura Hills, California 91301
Via email: ewang@agourahillscity.gov

Subject: **Request for Scope and Budget Amendment No. 1 in order to Finalize the Environmental Documentation for the 28721 Canwood Street Agoura Business Center North (ABC North Phase II) Project**

Dear Mr. Wang:

This letter provides Rincon Consultant Inc.'s (Rincon) scope and cost to help finalize the environmental documentation related to the development of the Agoura Business Center North (hereafter referred to as "project" or "proposed project").

In 2022, the City requested a scope of services for a CEQA document to support the entitlement process related to the continued development of the Agoura Business Center North (ABC north) located at 28721 Canwood Street. The project was originally approved by the Planning Commission on June 8, 2008 and included entitlements to the development of seven single-story industrial buildings.

As part of the approval process, an MND was prepared and approved the City. Shortly thereafter, Rincon assisted the City in preparing a draft Subsequent MND for the project. The draft Subsequent MND was not formally certified as a final environmental document. At this time, the City is asking for assistance in preparing final administrative draft of the Subsequent MND and the final environmental documents. Potential attendance at public hearings may also be needed.

Requested Scope and Budget Modification

The below task numbers relate to the original proposal for the project, which was in 2022. The tasks below supersede the previous tasks in that proposal for ease of amendment scope review. The scopes and associated fees have been updated, accordingly.

Task 4 Public Review Draft Subsequent MND

As previously agreed, Rincon will respond to one round of consolidated comments from the City and prepare the Public Review Draft Subsequent MND. Although this task has been partially completed in the past, we will update, as necessary, and provide three hard copies and one digital copy of the Public Review Draft Subsequent MND.

If more than minor comments to the previous Draft Subsequent MND is needed, Rincon will need to revise its scope and costs to reflect that request. The below scope assumes that the document is mostly

done and merely needs minor edits in order to be officially released for public review. This particular task assumes that no more than 12-16 hours of staff time is needed.

With that, Rincon will also assist the City in preparing the Notice of Intent (NOI) to adopt a Subsequent MND. The City will be responsible for mailing the NOI to responsible agencies and publishing the NOI in a local newspaper. Rincon will provide one electronic (PDF) copy of the Public Review Draft Subsequent MND for posting on the City's website. The City will be responsible for CEQA noticing to adjacent parcel owners or posting at the site and will file the NOI with the County Clerk and State Clearinghouse.

Task 5 Response to Comments and Final Subsequent MND

Upon receipt of public comments on the Public Review Draft Subsequent MND, Rincon will prepare draft responses to comments for City review. This scope of work assumes that up to five comment letters containing comments on the content of the CEQA document will be received. This includes three lengthy (over five pages) and/or substantive letters, which can be adequately responded to. These assumptions are based on our prior experience with similar Subsequent MND's and our understanding of the litigious nature of CEQA review in the City and surrounding areas. Comment letters that solely express support or opposition to the project would not count against the five-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period.

Upon finalization of the Response to Comments, Rincon will prepare the Administrative Final Subsequent MND for City review. The Final Subsequent MND will incorporate any changes in underline and strikeout font required in response to comments received on the Draft Subsequent MND and will include the Mitigation Monitoring and Reporting Program (MMRP) as a subsection of the Subsequent MND. The City will file the Notice of Determination (NOD) for the Final Subsequent MND.

Mitigation Monitoring and Reporting Program

Rincon will prepare an MMRP incorporating all mitigation measures to be adopted as part of the Final Subsequent MND. The MMRP will be in table format and will describe monitoring and reporting responsibilities, general or specific standards to be used to determine compliance with mitigation measures, timeline for implementation of the mitigation measures, and the inclusion of additional information that may be required by the City. This table will update the previously approved MND MMRP.

Notice of Determination

Once the City decides to approve a project and the Subsequent MND has been adopted, the City shall file a NOD with the State Clearinghouse (CEQA Guidelines Section 15075) and with the County Clerk. We also assume that the City will be responsible for payment of the applicable administrative or California Department of Fish and Wildlife filing fees, if needed. We will provide up to three OCR hard copies and a digital version of the Final Subsequent MND.

Task 6 Public Hearings

This task assumes Rincon will attend up to two public hearings on the project to answer questions regarding the CEQA analysis. We can attend additional hearings in accordance with our standard fee schedule and have included a few hours to help assist the City in our proposed scope of costs.

Task 7 Project Management

Rincon's Project Manager will be responsible for general day-to-day project management tasks, including team management, coordination and communication with the City and Applicant, and monthly invoicing with progress reports. As part of this assignment, Rincon's Project Manager will conduct check-in calls bi-weekly with the City and Applicant to review project status, milestones, and project needs and concerns.

Schedule

Rincon will complete the environmental review process based on the following schedule:

- Administrative Final Subsequent MND and MMRP to be submitted to the City within two weeks of the close of the comment period for the Public Review Draft Subsequent MND (30-days).
- Final Subsequent MND and MMRP to be submitted within one week of receipt of City comments on the Administrative Final Draft Subsequent MND.

Cost

Our proposed budget for the work program described above is **$14,905**. Rincon assumes that the City will circulate the Public Review Draft Subsequent MND to responsible agencies and manage all other CEQA required noticing, including noticing for the NOI in the newspaper and the NOD, as stated above.

All work will be performed in accordance with the work scope outlined above and with the terms and conditions of a mutually agreeable contract. Costs have been allocated to tasks, based upon Rincon's proposed approach. During the work, Rincon may re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within the total authorized contract amount.

We appreciate the opportunity to assist with this assignment and are prepared to begin work immediately upon receipt of notice to proceed. This proposal is valid for a period of 30 days and is fully negotiable to meet the needs of the City at this time. Thank you for considering Rincon Consultants for this assignment. Please do not hesitate to contact us if you have questions about this proposal or need additional information.

Sincerely,

Rincon Consultants, Inc.

Ryan Luckert

Deanna Hansen

Supervising Planner
rluckert@rinconconsultants.com
909-970-5702

Principal/Vice President
dhansen@rinconconsultants.com
213-279-2108

October 10, 2023 [Revised]
Project Number: 22-13815

Valerie Darbouze, Associate Planner
Community Development
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Via email: VDarbouze@agourahillscity.org

Subject: Proposal to Prepare a California Environmental Quality Analysis (CEQA) Initial Study and Appropriate Environmental Documentation for the 28721 Canwood Street Agoura Business Center North (ABC North Phase II) Project

Dear Ms. Darbouze:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to assist the City of Agoura Hills (City) with the preparation of an Initial Study and appropriate environmental documentation related to the development of the Agoura Business Center North (hereafter referred to as "project" or "proposed project"). Rincon has assembled a team of experienced professionals to provide professional consulting services for the City. Leading the team will be Deanna Hansen serving as Principal and Ryan Luckert serving as Project Manager.

For the purposes of this scope of work, and due to the nature of the proposed project, this proposal assumes the Initial Study (IS) will lead to the preparation of a Subsequent Mitigated Negative Declaration (MND or Subsequent MND) in compliance with CEQA for the proposed development. If, however, during the preparation of the IS and supporting technical analysis, it is determined there are potential for significant unavoidable impacts to occur as a result of project implementation, we will immediately notify the City to discuss the findings.

The City has requested a scope of services for a CEQA document to support the entitlement process related to the continued development of the Agoura Business Center North (ABC north) located at 28721 Canwood Street. The project was originally approved by the Planning Commission on June 8, 2008 and included entitlements to the development of seven single-story industrial buildings. As part of the approval process, an MND was prepared and approved the City. If the City needs to approve a new discretionary action or modify a previous discretionary action, additional CEQA review may be necessary to update or expand upon a previously certified MND. Preparation of a Subsequent MND is typically required when project changes or changed circumstances involve new potential significant environmental effects that were not identified in the originally approved MND or would result in a substantial increase in the severity of previously identified significant effects. Where necessary, information from the originally approved MND would be carried over into the Subsequent MND. Where information needs to be updated, such as Air Quality and Traffic, most information from the previous MND will be replaced by the Subsequent MND.

In particular, the approved project consisted of two buildings placed adjacent to Canwood Street and five additional buildings in the rear of the parcel behind a knoll. After the construction of the front two

buildings, the applicant placed the construction of the additional five buildings on hold until such time when the economy would be more favorable to this type of development. The project now proposes site modifications in the form of two larger buildings instead of five smaller buildings. The project proposes construction of Building C totaling 35,532 square-feet and Building D totaling 36,545 square-feet. The proposed new buildings would have the same architectural style and would use the same colors as the existing two buildings.

Scope of Work

As described above, we anticipate that a Subsequent MND will be the appropriate CEQA document for this type of project; however, if the analysis conducted as part of the Subsequent MND identifies one or more environmental impacts that may be significant and unavoidable, we will contact you immediately to discuss an appropriate course of action. The analysis below will tier from the originally approved MND as much as possible but will include additional analysis to ensure that recent CEQA guideline changes and environmental factors at the site are disclosed and analyzed appropriately. Thus, the need for an updated or Subsequent MND document.

Rincon's proposal for a work program for a Subsequent IMND follows:

Task 1 Project Initiation and Kickoff Meeting

The Rincon team will hold a coordination meeting with the City and Applicant to: (a) tailor the planning process to address specific needs and goals of the City; and (b) confirm the scope of technical study work, deliverables, and schedule. The scope and schedule, including public notification components and additional tasks, will be refined based on our discussions. Working schedules will be finalized, and details for scheduled tasks will be discussed. Rincon will prepare an agenda and identify any outstanding document and information needs and will prepare and circulate a summary identifying action items after the kickoff meeting. Project initiation also includes internal project setup and initial coordination of the project team.

Task 2 Technical Assessments

It is assumed, except for the below technical assessments, that the City or Applicant has prepared and will deliver all other necessary technical assessments (e.g., hydrology report, geotechnical report, traffic study, oak tree report, etc.) to Rincon in order to help finalize a draft environmental document.

Subtask 2.1 Cultural Resources

Assembly Bill 52 Letter Assistance Package

Under AB 52 (California Government Code Section 21080.3.1 (a)), the City, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the project site prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. If the City does not maintain an AB 52 contact list, Rincon will request an AB 52 consultation list from the NAHC on behalf of the City. Typically, NAHC list requests are fulfilled within 8 to 10 weeks. Rincon will assist the City with consultation under AB 52 by providing the City with letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52. After receipt of

letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52. This task includes meetings, outreach, and consultation with Tribal Governments. This task does not include Rincon mailing letters to Tribal governments, but Rincon will provide letter templates for City use. Rincon assumes the City will officially contact all applicable Tribes. Additionally, this assistance does not include an assessment of impacts to Tribal Cultural Resources for a CEQA document.

Subtask 2.2 Air Quality and GHG Analysis

Air Quality

Rincon will prepare a new air quality analysis consistent with the methodologies and significance thresholds outlined by the South Coast Air Quality Management District. The project's construction and operational criteria pollutants emissions will be estimated using the California Emissions Estimator Model. In addition, the proposed project's compliance with applicable air quality plans and potential for toxic air contaminant and odorous emissions will be analyzed. No dispersion modeling would be conducted for operational activities as it is assumed that less than 100 diesel heavy truck trips and less than 30 hours per day of diesel usage would occur per day. If significant impacts would occur, appropriate mitigation measures would be proposed.

Depending on the length of construction, the amount of haul trips required, and the quantity and type of construction equipment (for example United States Environmental Protection Agency (USEPA) Tier 4 and/or alternatively fueled equipment) used, a qualitative assessment of localized risk from the construction activities will be provided. The Office of Environmental Health Hazard Assessment (OEHHA) guidelines for health risk assessments (HRAs) suggest that projects for which construction is more than two to six months, require a significant amount of excavation or grading, and/or those project sites that are greater than one acre have the potential to result in significant cancer risk. The entirety of the project site is approximately four acres and is located directly adjacent to existing sensitive receptors. If the project design does not require construction equipment greater than 50 horsepower meeting USEPA Tier 4 certification or emissions standards, and alternatively fueled (non-diesel) equipment using less than 50 horsepower, then a quantitative HRA is recommended for determining toxic air contaminants (TAC) impacts to nearby sensitive receptors.

Optional Task - Quantitative Construction Health Risk Assessment

As mentioned above, potential exposure to substantial concentrations of TACs could arise from the construction of the proposed project. Although not required for CEQA purposes, due to the location of sensitive receptors within 1,000 feet of the project site, there is a potential for health risk impacts from construction activities. Depending on the details of the construction activities, Rincon may recommend a quantified HRA be conducted specifically for the emissions of diesel particulate matter from construction activities. A refined HRA will be performed in accordance with the revised OEHHA Guidance. The analysis will incorporate the estimated construction emissions and dispersion modeling using the USEPA AMS/EPA Regulatory Model (AERMOD) model with meteorological data from the closest meteorological monitoring station. AERMOD dispersion model outputs will be converted into specific cancer risks and non-cancer chronic health hazard impacts in accordance with the OEHHA Guidance. The results of the HRA will be incorporated into the Air Quality Technical Report.

Greenhouse Gas Emissions (GHG)

Rincon will prepare a GHG analysis consistent with the City of Agoura Hills Climate Action and

Adaptation Plan (CAAP). The project's construction and operational GHG emissions will be estimated using CalEEMod for informational purposes. The analysis will consider the project's consistency with applicable GHG regulations, plans, and policies, including the CAAP. If significant impacts would occur, appropriate mitigation measures would be proposed.

Subtask 2.3 Noise Analysis

The Noise and Vibration Technical Report will be prepared in accordance with City of Agoura Hills guidelines, standards, and ordinances. The report will consider both temporary construction and long-term operational noise from the project. A field survey to ascertain noise levels at key locations within the project area and vicinity will be conducted, including up to two short-term (15-minute) and one long-term (24-hour) sound level measurements on and near the project site. If an exceedance of City standards is identified, Rincon will identify appropriate mitigation measures

Task 3 Administrative Draft Subsequent MND

Rincon will prepare an internal review (Administrative) Draft Subsequent MND. The Administrative Draft Subsequent MND will address all of the items on the CEQA environmental checklist and will take the form of an Initial Study. To the maximum extent feasible, existing background reports such as the previously approved MND, technical studies and other available databases will be used and impacts will be quantified and compared to quantitative significance thresholds. Additionally, Rincon will prepare any required technical analysis to support the Subsequent MND (detailed below). Rincon will submit an electronic copy of the Administrative Draft Subsequent MND for City review in PDF and/or Word format in an OCR ready digital version. Issue areas requiring particular attention in the IS-MND include Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, GHG Emissions, Hydrology and Water Quality, Noise, Tribal Cultural Resources, and Traffic. The following describes our general approach to all CEQA checklist items.

Our general approach to analyzing each issue is described below:

- **Aesthetics, Light, and Glare.** Long-term visual impacts (i.e., visual character and views from adjacent areas) resulting from the project will be reviewed based on a visual survey of the site and surrounding area. We have assumed that the Applicant will provide elevations, simulations, and other visual tools to illustrate the project and its consistency with any new General Plan Updates.
- **Agriculture and Forestry Resources.** The Subsequent MND will confirm that there would be no effect on farmland or forestland and that the project would not convert such lands to another use.
- **Air Quality/Greenhouse Gas Emissions.** The air quality and GHG analysis will be based on the air quality and GHG emissions modeling results described under Subtask 2.2, above.
- **Biological Resources.** The biological resources analysis for the Subsequent MND will be informed by a generalized peer review of the Applicant-prepared biological resources study. The Subsequent MND analysis will describe the methods and results of the biological resources investigation provided to Rincon.
- **Cultural Resources.** The cultural resources analysis for the Subsequent MND will be informed by a generalized peer review of the Applicant-prepared study, which will identify potential impacts to historic and prehistoric resources and human remains and will include mitigation measures, as needed.

- **Geology and Soils.** Based on readily available sources (such as the City's Safety Element, the peer review of the Applicant-prepared geological/soils reports, and any additional geotechnical reports prepared for the site), this analysis will identify existing regional and site-specific geology and soils constraints (such as liquefaction, compressible soils, and subsidence).
- **Hazards and Hazardous Materials.** Rincon will review online historical aerial photographs and readily available databases such as the State Water Resources Control Board GeoTracker and Department of Toxic Substances Control Envirostor databases to identify known release sites and potential environmental concern sites. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.
- **Land Use and Planning.** This discussion will analyze the relationship of the proposed project and associated entitlements to applicable planning policies and ordinances, including the City's General Plan (and recently related General Plan Update) and Development Code and the Southern California Association of Government's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Rincon's Planning team will review any discrepancies between existing by right policies and potential discrepancies with the proposed project.
- **Noise.** The noise analysis to be inputted into the Subsequent MND is described under Subtask 2.2, above.
- **Population/Housing.** The analysis will document the fact that the proposed use would not result in substantial growth inducement or residential displacement.
- **Public Services.** The project's effects related to the provision of services, including fire, law enforcement, and recreational services, will be evaluated. Data sources will include readily available documents, such as the City's General Plan and relevant updates.
- **Recreation.** The analysis will address that the project would not have direct impacts to local recreation facilities or indirect impacts associated with the deterioration of parks due to increased demand for recreational facilities. Data sources will include the City's General Plan Update and General Plan Update EIR.
- **Transportation/Traffic.** The Subsequent MND will address impacts to the local and regional circulation system, alternative transportation modes, and traffic hazards, using the Applicant provided traffic study.
- **Tribal Cultural Resources.** Rincon will assist the City with commencing the required AB 52 consultation, as described under Subtask 2.1, above. The results of tribal consultation will be described in the Subsequent MND, and any mitigation measures required or requested by consulting tribes will be incorporated.
- **Utilities and Service Systems.** Impacts to existing infrastructure, including water, wastewater, solid waste, and electricity/natural gas facilities will be evaluated. Water and energy demand and wastewater and solid waste generation will be quantified using standard rates for proposed uses and compared to current and future system capacity.
- **Wildfire.** Based on readily available sources (such as the City's Safety Element and CALFIRE maps), Rincon will discuss wildfire risk at the project site and how risks will be minimized through project features.
- **Mandatory Findings of Significance.** This section will address cumulative effects, impacts to biological or cultural resources, and impacts to human beings.

Task 4 Public Review Draft Subsequent MND

Rincon will respond to one round of consolidated comments from the City and prepare the Public Review Draft Subsequent MND. We will provide three hard copies and one digital copy of the Public Review Draft Subsequent MND. Rincon will assist the City in preparing the Notice of Intent (NOI) to adopt a Subsequent MND. The City will be responsible for mailing the NOI to responsible agencies and publishing the NOI in a local newspaper. Rincon will provide one electronic (PDF) copy of the Public Review Draft Subsequent MND for posting on the City's website. The City will be responsible for CEQA noticing to adjacent parcel owners or posting at the site and will file the NOI with the County Clerk and State Clearinghouse.

Task 5 Response to Comments and Final Subsequent MND

Upon receipt of public comments on the Public Review Draft Subsequent MND, Rincon will prepare draft responses to comments for City review. This scope of work assumes that up to five comment letters containing comments on the content of the CEQA document will be received. This includes three lengthy (over five pages) and/or substantive letters, which can be adequately responded to. These assumptions are based on our prior experience with similar Subsequent MND's and our understanding of the litigious nature of CEQA review in the City and surrounding areas. Comment letters that solely express support or opposition to the project would not count against the five-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period.

Upon finalization of the Response to Comments, Rincon will prepare the Administrative Final Subsequent MND for City review. The Final Subsequent MND will incorporate any changes in underline and strikeout font required in response to comments received on the Draft Subsequent MND and will include the Mitigation Monitoring and Reporting Program (MMRP) as a subsection of the Subsequent MND. The City will file the Notice of Determination (NOD) for the Final Subsequent MND.

Mitigation Monitoring and Reporting Program

Rincon will prepare a MMRP incorporating all mitigation measures to be adopted as part of the Final Subsequent MND. The MMRP will be in table format and will describe monitoring and reporting responsibilities, general or specific standards to be used to determine compliance with mitigation measures, timeline for implementation of the mitigation measures, and the inclusion of additional information that may be required by the City. This table will update the previously approved MND MMRP.

Notice of Determination

Once the City decides to approve a project and the Subsequent MND has been adopted, the City shall file a NOD with the State Clearinghouse (CEQA Guidelines Section 15075) and with the County Clerk. We also assume that the City will be responsible for payment of the applicable administrative or California Department of Fish and Wildlife filing fees, if needed. We will provide up to three OCR hard copies and a digital version of the Final Subsequent MND.

Task 6 Public Hearings

This task assumes Rincon will attend up to two public hearings on the project to answer questions regarding the CEQA analysis. We can attend additional hearings in accordance with our standard fee schedule and have included a few hours to help assist the City in our proposed scope of costs.

Task 7 Project Management

Rincon's Project Manager will be responsible for general day-to-day project management tasks, including team management, coordination and communication with the City and Applicant, and monthly invoicing with progress reports. As part of this assignment, Rincon's Project Manager will conduct check-in calls bi-weekly with the City and Applicant to review project status, milestones, and project needs and concerns.

Schedule

Rincon will complete the environmental review process based on the following schedule:

- The Administrative Draft Subsequent MND to be submitted for internal review by the City within 10 to 12 weeks of the notice to proceed, provided the project includes a stable project description that does not change from the notice to proceed. This timeline assumes that the stable project description and all relevant construction information will be provided by the notice to proceed. Delays in providing construction information and relevant project description details may result in delayed delivery of the Administrative Draft Subsequent MND.
- Public Review Draft Subsequent MND to be submitted within two weeks of receipt of City comments on the Administrative Draft Subsequent MND.
- Administrative Final Subsequent MND and MMRP to be submitted to the City within one week of the close of the comment period for the Public Review Draft Subsequent MND (30-days).
- Final Subsequent MND and MMRP to be submitted within one week of receipt of City comments on the Administrative Final Draft Subsequent MND.

Based on these timeframes and assuming two-week turnaround of internal review work products, we believe that the environmental review process can be completed within five to six months. This also assumes no changes in the project description or other unforeseen delays.

Cost

Our proposed budget for the work program described above is **$73,905** with the optional health risk assessment. Without the optional health risk assessment, the work program described above would be **$60,705**. The table below shows the breakdown of costs by task. Rincon assumes that the City will circulate the Public Review Draft Subsequent MND to responsible agencies and manage all other CEQA required noticing, including noticing for the NOI in the newspaper and the NOD.

All work will be performed in accordance with the work scope outlined above and with the terms and conditions of a mutually agreeable contract. Costs have been allocated to tasks, based upon Rincon's proposed approach. During the work, Rincon may re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within the total authorized contract amount.

We appreciate the opportunity to assist with this assignment and are prepared to begin work immediately upon receipt of notice to proceed. This proposal is valid for a period of 30 days and is fully negotiable to meet the needs of the City at this time. Thank you for considering Rincon Consultants for this assignment. Please do not hesitate to contact us if you have questions about this proposal or need additional information.

Sincerely,
Rincon Consultants, Inc.

Ryan Luckert
Supervising Planner
rluckert@rinconconsultants.com
909-970-5702

Deanna Hansen
Principal/Vice President
dhansen@rinconconsultants.com
213-279-2108

Attachments

Cost Estimate

Docusign Envelope ID: 11785948-FBCB-4F98-9B8E-95BB00970556

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	Rincon Consultants, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Ryan Luckert
CONTRACTOR'S ADDRESS:	250 East First Street, Suite 1400 Los Angeles, CA 90012
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Eric Wang
COMMENCEMENT DATE:	October 7, 2025
TERMINATION DATE:	October 6, 2026
CONSIDERATION:	Agreement Price: Not to Exceed: $14,905 /yr

Docusign Envelope ID: 11785948-FBCB-4F98-9B8E-95BB00970556

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND RINCON CONSULTANTS, INC.

THIS AGREEMENT is made and effective as of September 10, 2025, between the City of Agoura Hills, a municipal corporation ("City") and Rincon Consultants, Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on October 7, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 6, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of one year[s] upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein and shall be processed by an Amendment to this Agreement and signed by both parties.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed fourteen thousand nince hundred five dollars and zero cents ($14,905.00) (“Agreement Price”) for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the

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City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of

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this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

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9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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D. Requirements Not Limiting**.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with

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these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.**. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel

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shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

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11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or

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other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, California 91301 Attention: City Manager
To Contractor:	Rincon Consultants, Inc. 250 East 1st Street, Suite 1400 Los Angeles, CA 90012 Attention: Ryan Luckert

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

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17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's subcontractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's subcontractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous Acontrgreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an Amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement. All monetary changes to this Agreement require City Council approval.

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22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. In lieu of a handwritten or wet signature from the Contractor, the City may electronically process and execute this Agreement and request that the Contractor sign the Agreement electronically via DocuSign or similar electronic signature software.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Penny Sylvester,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, CA 90012
Ryan Luckert
909-970-5702
rluckert@rinconconsultants.com

By: Signed by: Deanna Hansen D2F15C81C0644B7...
Name: Deanna Hansen
Title: Vice President

By: DocuSigned by: Danielle Griffith 1BCBC4181552468...
Name: Danielle Griffith
Title: Principal

[Signatures of Two Corporate Officers Required]

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EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

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Rincon Consultants, Inc.

250 East 1st Street, Suite 1400
Los Angeles, California 90012

213 788 4842 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

September 9, 2025
Project No: 22-13815

Eric Wang, Associate Planner
Community Development
City of Agoura Hills 30001 Ladyface Court
Agoura Hills, California 91301
Via email: ewang@agourahillscity.gov

Subject: **Request for Scope and Budget Amendment No. 1 in order to Finalize the Environmental Documentation for the 28721 Canwood Street Agoura Business Center North (ABC North Phase II) Project**

Dear Mr. Wang:

This letter provides Rincon Consultant Inc.'s (Rincon) scope and cost to help finalize the environmental documentation related to the development of the Agoura Business Center North (hereafter referred to as "project" or "proposed project").

In 2022, the City requested a scope of services for a CEQA document to support the entitlement process related to the continued development of the Agoura Business Center North (ABC north) located at 28721 Canwood Street. The project was originally approved by the Planning Commission on June 8, 2008 and included entitlements to the development of seven single-story industrial buildings.

As part of the approval process, an MND was prepared and approved the City. Shortly thereafter, Rincon assisted the City in preparing a draft Subsequent MND for the project. The draft Subsequent MND was not formally certified as a final environmental document. At this time, the City is asking for assistance in preparing final administrative draft of the Subsequent MND and the final environmental documents. Potential attendance at public hearings may also be needed.

Requested Scope and Budget Modification

The below task numbers relate to the original proposal for the project, which was in 2022. The tasks below supersede the previous tasks in that proposal for ease of amendment scope review. The scopes and associated fees have been updated, accordingly.

Task 4 Public Review Draft Subsequent MND

As previously agreed, Rincon will respond to one round of consolidated comments from the City and prepare the Public Review Draft Subsequent MND. Although this task has been partially completed in the past, we will update, as necessary, and provide three hard copies and one digital copy of the Public Review Draft Subsequent MND.

If more than minor comments to the previous Draft Subsequent MND is needed, Rincon will need to revise its scope and costs to reflect that request. The below scope assumes that the document is mostly

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done and merely needs minor edits in order to be officially released for public review. This particular task assumes that no more than 12-16 hours of staff time is needed.

With that, Rincon will also assist the City in preparing the Notice of Intent (NOI) to adopt a Subsequent MND. The City will be responsible for mailing the NOI to responsible agencies and publishing the NOI in a local newspaper. Rincon will provide one electronic (PDF) copy of the Public Review Draft Subsequent MND for posting on the City's website. The City will be responsible for CEQA noticing to adjacent parcel owners or posting at the site and will file the NOI with the County Clerk and State Clearinghouse.

Task 5 Response to Comments and Final Subsequent MND

Upon receipt of public comments on the Public Review Draft Subsequent MND, Rincon will prepare draft responses to comments for City review. This scope of work assumes that up to five comment letters containing comments on the content of the CEQA document will be received. This includes three lengthy (over five pages) and/or substantive letters, which can be adequately responded to. These assumptions are based on our prior experience with similar Subsequent MND's and our understanding of the litigious nature of CEQA review in the City and surrounding areas. Comment letters that solely express support or opposition to the project would not count against the five-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period.

Upon finalization of the Response to Comments, Rincon will prepare the Administrative Final Subsequent MND for City review. The Final Subsequent MND will incorporate any changes in underline and strikeout font required in response to comments received on the Draft Subsequent MND and will include the Mitigation Monitoring and Reporting Program (MMRP) as a subsection of the Subsequent MND. The City will file the Notice of Determination (NOD) for the Final Subsequent MND.

Mitigation Monitoring and Reporting Program

Rincon will prepare an MMRP incorporating all mitigation measures to be adopted as part of the Final Subsequent MND. The MMRP will be in table format and will describe monitoring and reporting responsibilities, general or specific standards to be used to determine compliance with mitigation measures, timeline for implementation of the mitigation measures, and the inclusion of additional information that may be required by the City. This table will update the previously approved MND MMRP.

Notice of Determination

Once the City decides to approve a project and the Subsequent MND has been adopted, the City shall file a NOD with the State Clearinghouse (CEQA Guidelines Section 15075) and with the County Clerk. We also assume that the City will be responsible for payment of the applicable administrative or California Department of Fish and Wildlife filing fees, if needed. We will provide up to three OCR hard copies and a digital version of the Final Subsequent MND.

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Task 6 Public Hearings

This task assumes Rincon will attend up to two public hearings on the project to answer questions regarding the CEQA analysis. We can attend additional hearings in accordance with our standard fee schedule and have included a few hours to help assist the City in our proposed scope of costs.

Task 7 Project Management

Rincon's Project Manager will be responsible for general day-to-day project management tasks, including team management, coordination and communication with the City and Applicant, and monthly invoicing with progress reports. As part of this assignment, Rincon's Project Manager will conduct check-in calls bi-weekly with the City and Applicant to review project status, milestones, and project needs and concerns.

Schedule

Rincon will complete the environmental review process based on the following schedule:

- Administrative Final Subsequent MND and MMRP to be submitted to the City within two weeks of the close of the comment period for the Public Review Draft Subsequent MND (30-days).
- Final Subsequent MND and MMRP to be submitted within one week of receipt of City comments on the Administrative Final Draft Subsequent MND.

Cost

Our proposed budget for the work program described above is **$14,905**. Rincon assumes that the City will circulate the Public Review Draft Subsequent MND to responsible agencies and manage all other CEQA required noticing, including noticing for the NOI in the newspaper and the NOD, as stated above.

All work will be performed in accordance with the work scope outlined above and with the terms and conditions of a mutually agreeable contract. Costs have been allocated to tasks, based upon Rincon's proposed approach. During the work, Rincon may re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within the total authorized contract amount.

We appreciate the opportunity to assist with this assignment and are prepared to begin work immediately upon receipt of notice to proceed. This proposal is valid for a period of 30 days and is fully negotiable to meet the needs of the City at this time. Thank you for considering Rincon Consultants for this assignment. Please do not hesitate to contact us if you have questions about this proposal or need additional information.

Sincerely,

Rincon Consultants, Inc.

Ryan Luckert

Deanna Hansen

Docusign Envelope ID: 11785948-FBCB-4F98-9B8E-95BB00970556

Supervising Planner
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dhansen@rinconconsultants.com
213-279-2108

Docusign Envelope ID: 11785948-FBCB-4F98-9B8E-95BB00970556

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Docusign Envelope ID: 11785948-FBCB-4F98-9B8E-95BB00970556

RINCON CONSULTANTS, INC.
22-13815 Canwood Street Subsequent MND
Cost Estimate – Amendment No. 1

	Labor Budget	Direct Expenses	Total Budget
Task 4: Public Review Draft Subsequent MND	3,235.00	0.00	3,235.00
Task 5: RTCs and Final Subsequent MND	1,465.00	0.00	1,465.00
Task 6: Public Hearings	2,975.00	0.00	2,975.00
Task 7: Project Management	1,230.00	0.00	1,230.00
Expenses	0	0.00	0
Project Total	**8,905.00**	**0.00**	**8,905.00**

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**OCTOBER 7, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**KELLY FISHER, DEPUTY DIRECTOR OF PUBLIC WORKS** **CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS DIRECTOR / CITY ENGINEER**
SUBJECT:	**ADOPT RESOLUTION NO. 25-2118; SUMMARILY VACATING THE SANITARY SEWER EASEMENT LOCATED AT 29045 AGOURA ROAD (APN #2061-006-044) AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

On December 13, 1989, the City Council accepted an easement for sanitary sewer purposes in conjunction with the Mann Theater Project (87-CUP-010) located at 29045 Agoura Road, which was formally known as the Regency Center. The conditions of approval for the Mann Theatre required the applicant to construct a mainline sewer to serve the project and future developments east of Cornell Road. The easement was recorded in the official records of Los Angeles County on February 6, 1990, as instrument No. 90-205619.

The current owner of 29045 Agoura Road has requested the vacation of the sanitary sewer easement. Staff reviewed the developments east of Cornell Road, including the Whizin Market Square, and determined the properties had connected to the sewer trunk line that runs along Agoura Road. Therefore, the sewer line associated with the easement only served the businesses at the Regency Center, and does not have the potential to serve other properties in the future.

The existing sewer line running through the property has been abandoned in order to construct new residential apartment buildings. A private sewer line will be constructed elsewhere on the property to serve the new development, making the public sanitary sewer easement obsolete.

The California Health and Safety Code Section 5400 permits the vacation of an easement for sewage and drainage purposes whenever the easement is deemed to be no longer required for public use. Additionally, the California Streets and Highways Code Section 83339(c) allows the City Council to summarily vacate a public service easement if the easement has been superseded by relocation, determined to be excess by the easement holder, and/or there are no other public facilities located within the easement.

California Government Code Section 65402 provides that no property shall be vacated, abandoned, or otherwise disposed of unless a determination and finding is made that the proposed disposal, vacation, or abandonment of the property is in conformity with the General Plan.

On August 21, 2025, the Planning Commission approved Resolution No. 25-1306, which determined the proposed sanitary sewer easement vacation will not impact the City's ability to maintain the adequacy of its sewer system, and is in conformity with General Plan Goal U-2 and Policy U-2.1 (Sufficient Service).

Furthermore, the Planning Commission recommended that the City Council find and determine, based on its own independent judgment, that the proposed vacation is exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines §15061(b)(3), because vacating the sanitary sewer easement would have no possibility of causing a significant effect on the environment (common sense exemption). The proposed sanitary sewer vacation does not approve any development project, nor does it either directly or indirectly disturb the physical environment. Therefore, no environmental review is required pursuant to CEQA.

FISCAL IMPACT

There is no fiscal impact to the City's Fiscal Year 2025-26 Budget as the applicant has paid all required fees to process the application.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve Resolution No. 25-2118 summarily vacating the sanitary sewer easement located at 29045 Agoura Road and making a finding of exemption under the California Environmental Quality Act; and
2. Authorize the City Clerk to forward a certified copy of the Resolution to the Los Angeles County Recorder's Office for recording.

Attachments

Resolution No. 25-2118 Summarily Vacating Sanitary Sewer Easement at 29045 Agoura Road.pdf

Exhibit A - 29045 Agoura Road Sewer Easement Legal Description.pdf

Exhibit B - 29045 Agoura Road Sewer Easement Legal Description.pdf

RESOLUTION NO. 25-2118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, SUMMARILY VACATING THE SANITARY SEWER EASEMENT LOCATED AT 29045 AGOURA ROAD (APN# 2061-006-044) AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on December 13, 1989, the City Council accepted an easement for sanitary sewer purposes in conjunction with the Mann Theater Project at 29045 Agoura Road, formally known as the Regency Center. The conditions of approval for the Mann Theater Project (87-CUP-010) required the applicant to construct a mainline sewer extension to serve the project and future development east of Cornell Road. The easement was recorded in the official records of Los Angeles County on February 06, 1990, as Instrument No. 90-205619;

WHEREAS, after the recordation of Instrument No. 90-205619, the developments east of Cornell Road have instead tied into the sewer trunk line that runs along Agoura Road, including the Whizin Market Square, which is the property immediately to the east of 29045 Agoura Road. Therefore, for the last 36 years, the sewer line associated with the easement has served only 29045 Agoura Road and the sewer line does not extend beyond the property;

WHEREAS, the sanitary sewer easement at 29045 Agoura Road is no longer necessary since the sewer line has not served other public facilities or properties for its 36 years of existence, does not have the potential to serve other public facilities or properties in the future, and is therefore considered excess, pursuant to California Streets and Highways Code Section 8333(c);

WHEREAS, the sanitary sewer easement to be vacated is legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by reference.

WHEREAS, the City of Agoura Hills elects to proceed with respect to said easement vacation under the provisions of California Streets and Highways Code, Sections 8300 *et seq.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AGOURA HILLS RESOLVES:

Section 1. The City Council specifically finds that the facts and determinations contained in the Recitals to this Resolution are true and correct.

Section 2. Findings. The City Council hereby finds that:

A. This sanitary sewer vacation proceeding is being conducted pursuant to Streets and Highways Code Sections 8330-8336;

B. The sanitary sewer easement proposed to be vacated is located at 29045 Agoura Road, as described in Exhibit A;

C. The sanitary sewer easement at 29045 Agoura Road is no longer necessary since the sewer line has not served other public facilities or properties for its 36 years of existence, does not have the potential to serve other public facilities or properties in the future, and is therefore considered excess, pursuant to Streets and Highways Code Section 8333(c);

E. There are no other public facilities located within the easement;

F. The proposed vacation of the City's sanitary sewer easement located at 29045 Agoura Road conforms with the Agoura Hills General Plan as that section of sewer serves only the property at 29045 Agoura Road and is not necessary for the City's current or future plans for providing sewer services to the public. Since the vacation of the sewer easement at 29045 Agoura Road will not impact the City's ability to maintain the adequacy of its sewer system, the proposed vacation conforms with General Plan Goal U-2 and Policy U-2.1 (Sufficient Service), which aims to maintain the adequacy of the City's sewer system;

G. On August 21, 2025, the Planning Commission of the City of Agoura Hills reviewed the proposed sanitary sewer easement vacation and adopted a Resolution finding the vacation to be in conformance with the City of Agoura Hills General Plan pursuant to California Government Code Section 65402(a).

H. From and after the date this Resolution is recorded, the sanitary sewer easement vacated no longer constitutes a public service easement.

Section 3. CEQA. The City Council of the City of Agoura Hills finds and determines, based on its own independent judgment, that the proposed vacation is exempt pursuant to CEQA Guidelines §15061(b)(3), because vacating the sanitary sewer easement would have no possibility of causing a significant effect on the environment (common sense exemption). The proposed sanitary sewer vacation does not approve any development project, nor does it either directly or indirectly disturb the physical environment. Therefore, no environmental review is required pursuant to CEQA.

Section 4. The City Council declares its intent that in the event there is a discrepancy between the legal description of the sanitary sewer easement to be vacated, described in Exhibit "A" and the depiction of the sanitary sewer easement to be vacated, depicted in Exhibit "B," the depiction shall control.

Section 5. The City Council authorizes and directs the City Clerk to record a certified copy of this Resolution, attested by the City Clerk and under the seal of this City, with the Recorder's Office of Los Angeles County, in accordance with Section 8336 of the California Streets and Highways Code.

Section 6. The Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7TH day of October, 2025.

AYES: ( )
NOES: ( )
ABSTAIN: ( )
ABSENT: ( )

By: _____
Penny Sylvester, Mayor

ATTEST:

_____
Kimberly M. Rodrigues, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

A strip 10.00 feet in width over that portion of Parcel 16 as shown on Licensed Surveyor's Map filed in Book 15 Pages 8 and 9 of Record of surveys, in the Los Angeles County Recorders office, the centerline of which is described as follows:

Beginning at the intersection of a line lying 20.00 feet northerly of and parallel to the northerly sideline of Agoura Road as shown on said Licensed Surveyor's Map with the easterly sideline of Medea Creek as shown on the map known as F.M. 21205-3 on file in the office of the Los Angeles County Engineer; thence, Along said parallel line SOUTH 88°34'15" EAST 199.00 FEET to the **TRUE POINT OF BEGINNING**.

1st: Thence, leaving said parallel line NORTH 49°49'15" EAST 90.04 FEET;

2nd: Thence, NORTH 01°15'45" EAST 146.0 FEET;

3rd: Thence, NORTH 23°45'45" EAST 110.00 FEET;

4th: Thence, SOUTH 88°34'15" EAST 313.07 FEET to a point 30.00 west of and parallel to the centerline of Cornell Road. Said centerline of Cornell Road is shown on County Surveyor's map B 1099-1 on file in the Office of the Los Angeles County Engineer.

The sidelines of said strip shall be prolonged or shortened so as to form a continuous strip which shall terminate on the south at the above mentioned parallel line (Agoura Road) and on the east at the above second mentioned parallel line (Cornell Road).



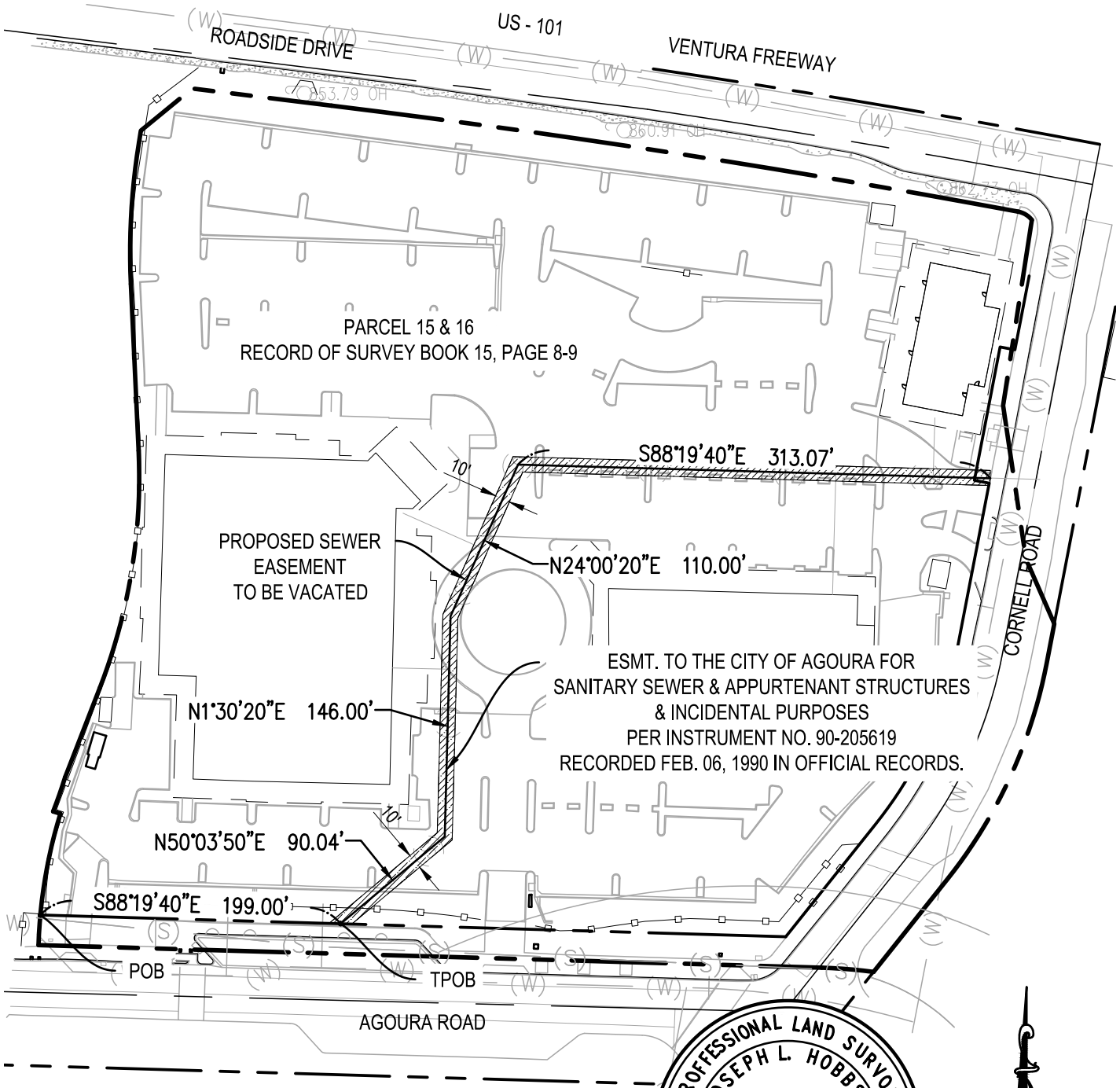
Joseph L. Hobbs Date: 08/27/2025

Joseph L. Hobbs P.L.S. No. 4219

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR

PARCEL15 & 16, RS 15/8-9
SANITARY SEWER EASEMENT VACATION



Joseph L. Hobbs 08/27/2025

JOSEPH L. HOBBS, P.L.S. 4219 — DATE

PROFESSIONAL LAND SURVEYOR
JOSEPH L. HOBBS
No. 4219
EXP. 6/30/2026
STATE OF CALIFORNIA

0 50 100

Scale 1" = 100 ft

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**OCTOBER 7, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**CHARMAINE YAMBAO, DIRECTOR OF PUBLIC WORKS DIRECTOR / CITY ENGINEER**
SUBJECT:	**DISCUSSION TO CONSIDER APPROVAL OF THE 2025 UPDATE OF THE CITY OF AGOURA HILLS ARTERIAL STREETSCAPE MASTER PLAN**

The City of Agoura Hills' (City) Arterial Streetscape Master Plan (ASMP) is intended to be a guidance document to ensure the major thoroughfares within the City are landscaped in accordance with a pre-determined vision established by the City Council. As capital improvement and land development projects are completed in proximity to these arterial roadways, they will be required to install landscaping consistent with the ASMP.

On September 27, 2017, the City Council approved the ASMP, which contained landscaping options for the following arterials in the City:

- Agoura Road (from westerly to easterly city limit)
- Kanan Road (from northerly to southerly city limit)
- Liberty Canyon (from northerly to southerly city limit)
- Reyes Adobe Road (from the northerly terminus at Lindero Creek bridge (connecting to Yerba Buena Elementary School) to the southerly terminus at intersection of Reyes Adobe Road and Agoura Road)
- Thousand Oaks Blvd (from westerly city limit to the easterly terminus, just east of Carell Ave.

The ASMP provides a plant palette along all the arterial streets for both trees and shrubs that are predominantly native, and drought-tolerant plants that provide color enhancements where needed. In addition, the ASMP includes median hardscape improvements which calls for cobbled rock noses at the ends of the medians, similar to those on Agoura Road.

Since 2017, the ASMP has been utilized for renovation of the City's landscaped medians. Much has been learned about the ASMP plant palette over the years, including the addition of Lantana in areas of both Agoura Road and Kanan Road medians to accent the existing native plantings. While the City continued to replace plants in these medians that were consistent with the ASMP, some of these plants perpetually failed to thrive. Staff observed that these selected native plantings were not compatible with the surrounding conditions, while other plants are not conducive to typical landscape maintenance practices.

Over the past year, staff worked with the City's Landscape Architect in revising and amending the City's ASMP to allow more planting options based on experience and observations from the Agoura Road and Kanan Road medians, while maintaining the original objective of the ASMP, which was to provide a plant palette that is predominately native. The proposed revisions to the ASMP include:

- Removal of plants not performing well from the plant lists;
- Continuing the goal of planting primarily native plants and drought tolerant plants, to provide color enhancement where needed;
- Adjusting varieties and adding new, proven plants;
- Added a plant category of "accent plants" indicating secondary plants for color enhancement;
- Selecting plants for low maintenance and fire resilience; and
- Changing design to informal planting arrangements instead of block patterns.

Please refer to Attachment “A” for a detailed list of plants to be removed from the 2017 ASMP and the proposed new plants. The 2017 ASMP is also attached for comparison purposes. To note, the attached Draft 2025 ASMP includes a key designation “N” to identify the new plants, and will be removed from the final ASMP, once approved.

On June 2, and August 27, 2025, the proposed revisions and amendments to the ASMP were presented to the Public Works Subcommittee (PWSC) consisting of Mayor Pro Tem Jeremy Wolf and Councilmember Kate Anderson. The feedback received from the PWSC included:

- Additional removal of non-native trees and accent plants from the plant list and replacement with additional native and climate appropriate trees and accent plants;
- Take a phased approach for landscape improvements versus a larger project, particularly with removal and replacement of trees; and
- Use of informal planting layouts to assist with fire resiliency.

The City Council’s Fiscal Year 2025-26 Goals include enhancing the median landscaping on Kanan Road from Thousand Oaks to the northerly City limits over a three-year span. If the proposed updated ASMP is approved, the City’s Landscape Architect will begin the landscape design for those medians immediately in order to begin installing the initial phase of landscape enhancements in Spring 2026.

FISCAL IMPACT

The approved Fiscal Year 2024-25 and 2025-26 City Council Bi-Annual Budget has sufficient funding appropriated in the following Public Works Department’s accounts to fund the design and installation of the landscape improvements:

Account Name	Funding Source	Account No.
Contract Services (Public Works)	General Fund	010-4505-5520.00
Median Island Maintenance	General Fund	010-4520-5520.35
Special Supplies (Landscape)	General Fund	010-4520-5424.00
Contract Services (Landscape)	Gas Tax	020-4520-5520.00

RECOMMENDATION

Staff respectfully recommends the City Council approve the 2025 update of the City of Agoura Hills Arterial Streetscape Master Plan.

Attachments

2025 Update to Arterial Streetscape Master Plan.pdf

2017 Arterial Streetscape Master Plan.pdf

Attachment A- List of 2017 ASMP Plants to Remove and Proposed New Plants.pdf



CITY OF

AGOURA HILLS

Arterial Streetscape Master Plan

Final Draft- October 7, 2025

Introduction

The 2025 City of Agoura Hills Arterial Streetscape Master Plan updates and amends the City of Agoura Hills Arterial Streetscape Master Plan approved by the City Council on September 27, 2017.

This plan includes revisions to the plant replacement program and the plant palettes for each arterial street in the City of Agoura Hills. These revisions are based on the observed performance of plant replacements of the 2017 Arterial Streetscape Master Plan on Agoura Road, Kanan Road, and Reyes Adobe Road, and general observations throughout the City and will improve the success of the renovation efforts and ultimately reduce maintenance costs.

The document serves as a guideline for street landscape improvements. Because all landscapes are constantly growing and changing, further revisions to this document may be proposed periodically, to ensure the continued success of the mature landscape.

This document includes a standard plan (Figure 1) for planting and hardscaping (rock nose) of medians. The standard plan is a template to guide the design and renovation of the City's landscaped medians. A rendering (Figure 2) showing the implementation of the standard plan is shown for illustrative purposes. A standard street section (Figure 3) is also included.

Specific changes to the 2017 Master Plan include the removal of native and other plants that did not adapt well or resulted in high maintenance. Native and adapted plants that have performed well are proposed as replacements.These plants have been selected with consideration for low maintenance and fire safety. Understory plants are now further categorized as "shrubs," indicating primary plants, and "accent plants," indicating secondary plants. The original planting design showing plants in blocks has been changed to more informal arrangements as illustrated in Figure 1.

Arterial Streetscape Master Plan

Final Draft- October 7, 2025

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1. Streetscape Master Plan		Pages
1.1	Design for Landscape Improvements- Agoura Road Plants: Agoura Road	1-3
1.2	Design for Landscape Improvements- Kanan Road Plants: Kanan Road	4-6
1.3	Design for Landscape Improvements- Liberty Canyon Road Plants: Liberty Canyon Road	7-9
1.4	Design for Landscape Improvements- Reyes Adobe Road Plants: Reyes Adobe Road	10-12
1.5	Design for Landscape Improvements- Thousand Oaks Boulevard Plants: Thousand Oaks Boulevard	13-15
1.6	Fig. 1- Typical Planting Plan	16
1.7	Fig. 2- Before/ After Exhibit	17
1.8	Fig. 3- Standard Street Section	18

KEY:

*** = Denotes California Native Plant Species**
N = New Plant

1.1 Design for Landscape Improvements - Agoura Road

Tree removal and replacement program
The Agoura Road streetscape has been implemented as part of the Agoura Road Widening Improvement Project from the western City limit east to Cornell Road. The remaining portions of the streetscape include areas adjacent to open space, the Old Agoura area between Cornell and Chesebro and the Kanan Road and Agoura Road intersection. The existing tree palette consists of *Quercus agrifolia* (Coast Live Oak), *Cercis occidentalis* (Western Redbud) and *Platanus racemosa* (California Sycamore) with *Cercis canadensis (*Eastern Redbud) and *Pistacia chinensis* (Chinese Pistache) accent trees. The use of these primary street trees in the Agoura Road medians and right-of-way landscaping should be continued and enhanced. Accent trees should be implemented in conjunction with the primary street trees in the Agoura Village Specific Plan area. There are no existing trees to remove within the Agoura Road right- of-way.

Shrub removal and replacement program
Replace shrubs and groundcover with species from the proposed shrub and accent plant palette specified below. New median and parkway landscaping shall be planted in natural arrangements with plants of various color, form, texture, and scale.

Agoura Road - Proposed Plant Palette

Trees (Medians)

Botanical Name		Common Name
Cercis canadensis		Eastern Redbud
Cercis occidentalis *		Western Redbud
Chilopsis linearis	**N**	Desert Willow *
Platanus racemosa *		California Sycamore
Quercus agrifolia *		Coast Live Oak

Trees (Parkways)

Botanical Name		Common Name
Cercis occidentalis *		Western Redbud
Pistacia chinensis		Chinese Pistache
Platanus racemosa *		California Sycamore
Quercus agrifolia *		Coast Live Oak

Shrubs

Botanical Name		Common Name
Arctostaphylos 'John Dourley' *	**N**	Manzanita
Mahonia aquifolium 'Compacta' *		Oregon Grape
Muhlenbergia dubia	**N**	Pine Muhly
Salvia apiana *	**N**	White Sage
Salvia clevelandii *		California Blue Sage
Salvia spathacea *	**N**	Hummingbird Sage

Accent Plants

Botanical Name		Common Name
Convolvulus sabatius *		Ground Morning Glory
Iris douglasiana *		Douglas Iris
Lantana 'New Gold'	**N**	Lantana
Penstemon 'Margarita BOP' *		Foothill Penstemon
Festuca glauca 'Elijah Blue'*	**N**	Blue Fescue

Trees



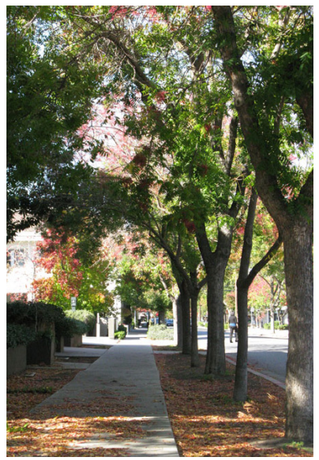
Cercis occidentalis
Western Redbud



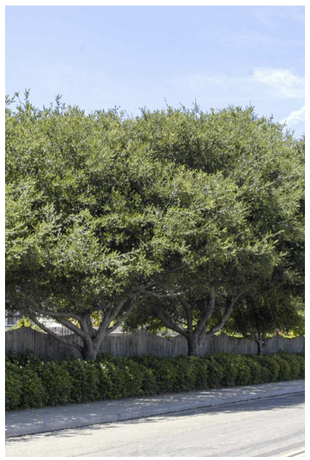
Chilopsis linearis N
Desert-Willow
(accent, drought tolerant, native hybrid)



Platanus racemosa
Western Sycamore



Pistacia chinensis
Chinese Pistache



Quercus agrifolia
Coast Live Oak

Shrubs



Arctostaphylos 'John Dourley' N
John Dourley Manzanita
(adapted variety selection)



Mahonia aquifolium 'Compacta'
Compact Oregon Grape



Muhlenberigia dubia N
Pine Muhly Grass
(same Genus, different species)



Salvia apiana N
White Sage
(same Genus, different species)



Salvia clevelandii
Cleveland Sage



Salvia spathacea N
Hummingbird Sage
(same Genus, different species)

Accent Plants



Convolvulus sabatius
Ground Morning Glory



Festuca 'Elijah Blue' N
Blue Fescue
(low growing)



Iris douglasiana
Douglas Iris



Lantana 'New Gold' N
New Gold Latana
(previous addition)



Penstemon 'Margarita BOP'
Foothill Beardtongue

1.2 Design for Landscape Improvements - Kanan Road

Tree removal and replacement program

All existing *Pyrus kawakamii* (Evergreen Pears) to be removed from the Kanan Road medians between the northern Agoura Hills City limit to the Twin Oaks Plaza Shopping Center. All existing healthy *Lagerstroemia indica* (Crape Myrtle) to remain. Provide *Quercus agrifolia* (Coast Live Oak) to replace trees in the northern medians. Remove *Liquidambar styraciflua* (American Sweet Gum) and *Ginko biloba* (Maidenhair Tree) in medians from the Twin Oaks Plaza Shopping Center south to U.S. Route 101. Replace and enhance the southern median tree plantings as needed with species from the list below. It is proposed to remove all existing pine and sycamore trees from the parkway tree wells. Keep all existing healthy upright *Fraxinus oxycarpa* 'Raywood' (Raywood Ash) and *Lagerstroemia indica* (Crape Myrtle). Replace and enhance parkway tree plantings with predominantly Raywood Ash and Crape Myrtle as an accent tree. The addition of Crape Myrtle is recommended to enhance and vary the tree color palette, along with Chitalpa.

Shrub removal and replacement program

Remove all existing turf and Iceberg shrub roses in the medians from the Twin Oaks Plaza Shopping Center south to U.S. Route 101. Replace all median landscape with shrub and accent plant species from the proposed plant palette specified below. New median and parkway landscaping shall be planted in natural arrangements with plants of various color, form, texture, and scale.

Kanan Road - Plant Palette

Trees (Medians)

Botanical Name	Common Name
Chitalpa tashkentensis *	Chitalpa
Lagerstroemia indica	Crape Myrtle
Quercus agrifolia *	Coast Live Oak

Trees (Parkways)

Botanical Name	Common Name
Fraxinus oxycarpa 'Raywood'	Raywood Ash
Lagerstroemia indica	Crape Myrtle

Shrubs (Medians)

Botanical Name	Common Name
Baccharis pilularis 'Twin Peaks' *	Dwarf Coyote Brush
Ceanothus 'Anchor Bay' * **N**	California Lilac 'Anchor Bay'
Lavandula species	Lavender
Muhlenbergia capillaris * **N**	Pink Muhly Grass
Salvia 'Bee's Bliss' * **N**	Creeping Sage

Accent Plants (Medians)

Botanical Name	Common Name
Iris douglasiana *	Douglas Iris
Epilobium [*Zauchneria*] 'Bowman's #1' *	California Fuchsia
Achillea millefolium 'Moonshine' * **N**	Yarrow
Lavandula species	Lavender

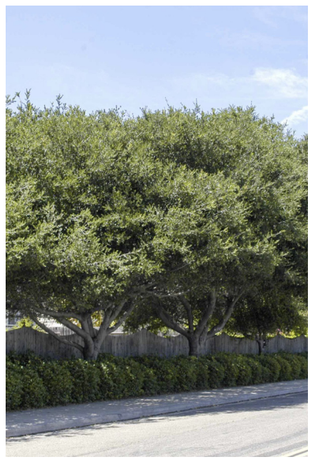
Trees



Chitalpa tashkentensis
Chitalpa
(native garden hybrid)



Lagerstromia indica
Crape Myrtle



Quercus agrifolia
Coast Live Oak



Fraxinus oxycarpa 'Raywood'
Raywood Ash

Shrubs



Baccaris pilularis 'Twin Peaks'
Coyote Brush
(keep only existing)



Ceanothus 'Anchor Bay'
California Lilac
(same Genus, different species)



Lavandula sp.
Lavender



Muhlenberigia capillaris N
Pink Muhly Grass
(existing)



Salvia 'Bee's Bliss' N
Bee's Bliss Sage

Accent Plants



Iris douglasiana
Douglas Iris
(keep only existing)



Epilobium canum
California Fuschia
(keep only existing)



*Achillea millefolium '*Moonshine' N
Common Yarrow
(native accent)

1.3 Design for Landscape Improvements - Liberty Canyon Road

Tree removal and replacement program

The Liberty Canyon Road streetscape includes several short medians, a narrow 3' wide right-of-way on the east side and parkway tree wells on the west side. Keep all existing healthy upright *Liquidambar styraciflua* (Sweet Gum) and remove all *Lagerstroemia indica* (Crape Myrtle), except in medians. Replace with *Liquidambar styraciflua* (Sweet Gum), *Quercus Agrifolia* (Coast Live Oak) and *Chitalpa tashkentensis* (Chitalpa) at the median ends.

Remove all Sycamore trees and keep all healthy upright *Liquidambar styraciflua* (Sweet Gum) from the existing parkway tree wells. Refurbish all existing concrete filled parkway tree wells. Add new tree wells to the walkway South of County Glen Road to the City boundary. Provide *Liquidambar styraciflua* (Sweet Gum) in all parkway tree wells.

West side private sloped areas to be palnted with *Quercus agrifolia* (Coast Live Oak) and *Quercus lobata* (Valley Oak). Keep all existing healthy upright trees within the east side right- of-way adjacent to the Flood Control Channel.

Shrub removal and replacement program

Remove all existing shrubs and groundcover from the Liberty Canyon Road medians and the east side right-of-way adjacent to the Flood Control Channel and replace with species from the proposed shrub plant palette specified below. New median and parkway landscape shall be planted in natural arrangements with plants of various color, form, texture and scale.

Liberty Canyon Road - Proposed Plant Palette

Trees (Median)

Botanical Name	Common Name
Chitalpa tashkentensis *	Chitalpa
Liquidambar styraciflua	Sweet Gum
Quercus agrifolia *	Coast Live Oak

Trees (Parkway)

Botanical Name	Common Name
Liquidambar styraciflua	Sweet Gum
Quercus agrifolia *	Coast Live Oak
Quercus lobata *	Valley Oak

Shrubs (Median and Parkway)

Botanical Name	Common Name
Arctostaphylos 'John Dourley' * **N**	Manzanita
Muhlenbergia dubia **N**	Pine Muhly Grass
Rosa californica 'Plena' *	California Rose
Rosmarinus officinalis 'Huntington Carpet'	Dwarf Rosemary

Accent Plants (Median and Parkway)

Botanical Name	Common Name
Achillea millefolium 'Moonshine' * **N**	Common Yarrow
Convolvulus sabatius *	Ground Morning Glory
Iris douglasiana *	Douglas Iris
Senecio serpens	Dwarf Blue Chalksticks
Sesleria autumnalis **N**	Autumn Moor Grass

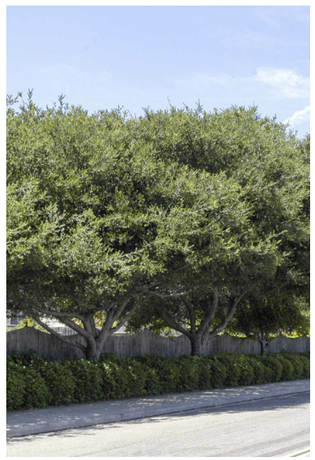
Trees



Chitalpa x tashkentensis
Chitalpa
(native garden hybrid)



Liquidambar stryaciflua
Sweet Gum



Quercus agrifolia
Coast Live Oak



Quercus lobata
Valley Oak

Shrubs (Median & Parkway)



Arctostaphylos 'John Dourley' N
Manzanita



Muhlenbergia dubia N
Pine Muhly Grass
(same Genus, different species)



Rosa californica
California Rose



Rosmarinus officinalis 'Huntington Carpet
Huntington Carpet Rosemary

Accent Plants (Median & Parkway)



Achillea millefolium 'Moonshine' N
Common Yarrow
(same Genus, different species)



Convolvulus sabatius
Ground Morning Glory



Iris douglasiana
Douglas Iris



Senecio serpens
Dwarf Blue Chalksticks



Sesleria autumnalis N
Autumn Moor Grass

1.4 Design for Landscape Improvements - Reyes Adobe Road

Tree removal and replacement program
If medians are constructed in the future, new trees to be planted shall consist of *Quercus agrifolia* (Coast Live Oak) and *Cercis occidentalis (*Western Redbud) as an accent tree.

It is proposed to remove all *Pyrus calleryana* 'Bradford' (Bradford Pear) from the parkway tree wells between Canwood Street and Thousand Oaks Boulevard. Keep all healthy upright *Liquidambar styraciflua* (American Sweet Gum) in the parkway tree wells north of Thousand Oaks Boulevard and remove all other tree species. Provide *Quercus agrifolia* (Coast Live Oak) as the replacement tree for the parkway tree wells.

An existing Oak tree and refurbishment landscaping project has been realized for most of the privately owned and maintained landscape areas adjacent to the Reyes Adobe Road right-of- ways between Canwood Street and Thousand Oaks Boulevard. The project required agreements with each property owner to remove and replace plantings and irrigation. The City maintains this landscaped area within private property, but under a maintenance agreement.

Shrub removal and replacement program
Plant the proposed and existing maintained landscapes with shrubs and groundcover species from the proposed shrub palette specified below. New median and parkway landscaping shall be planted in natural arrangements with plants of various color, form, texture and scale.

Reyes Adobe Road - Proposed Plant Palette

Trees (Median)

Botanical Name	Common Name
Cercis occidentalis *	Western Redbud
Quercus agrifolia *	Coast Live Oak

Trees (Parkways and Adjacently Owned Landscape Area)

Botanical Name	Common Name
Cercis occidentalis *	Western Redbud
Quercus agrifolia *	Coast Live Oak

Shrubs (Median and Parkways)

Botanical Name	Common Name
Callistemon viminalis 'Little John'	Dwarf Weeping Bottlebrush
Ceanothus 'Anchor Bay' * **N**	California Lilac
Elaeagnus pungens 'Fruitlandii' **N**	Silverberry
Frangula californica 'Eve Case' * **N**	Eve Case Coffeeberry
Mahonia repens	Creeping Barberry
Muhlenbergia rigens *	Deer Grass
Myrsine africana **N**	African Boxwood
Rosmarinus officinalis 'Huntington Carpet'	Dwarf Rosemary
Salvia clevelandii * **N**	California Blue Sage

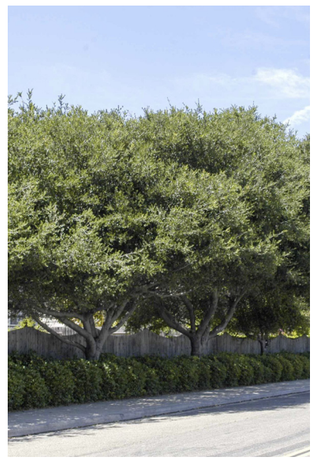
Accent Plants (Median and Parkways)

Botanical Name	Common Name
Bulbine frutescens **N**	Stalked Bulbine
Senecio serpens	Dwarf Blue Chalk Sticks

Trees



Cercis occidentalis
Western Redbud



Quercus agrifolia
Coast Live Oak

Shrubs



Callistemon viminalis 'Little John'
Dwarf Bottle Brush



Ceanothus 'Anchor Bay' N
California Lilac
(existing)



Elaegnus pungens 'Fruitlandii' N
Silverberrry



Frangula californica 'Eve Case' N
Eve Case Coffeeberry



Mahonia repens
Creeping Barberry



Muhlenbergia rigens
Deer Grass

Shrubs (continued)



Rosmarinus officinalis 'Huntington Carpet'
Huntington Carpet Rosemary



Salvia clevelandii N
Cleveland Sage

Accent Plants



Bulbine frutescens N
Stalked Bulbine



Senecio serpens
Dwarf Blue Chalk Sticks

1.5 Design for Landscape Improvements- Thousand Oaks Boulevard

Tree removal and replacement program

The Thousand Oaks Boulevard streetscape consists of medians, parkway tree wells and other isolated private areas. It is proposed to keep all existing healthy, upright *Liquidambar styraciflua* (American Sweet Gum) and remove all Crape Myrtle and Pine trees from the medians. Replace removed trees and enhance median tree planting with *Quercus agrifolia* (Coast Live Oak) as the primary median tree and *Heteromeles arbutifolia* (Toyon) as an accent tree at the median ends.

It is proposed to remove all existing Pine and Sycamore trees from the parkway tree wells. Remove all American Sweet Gum trees greater than 12" diameter from the parkway tree wells. Keep all existing healthy, upright *Fraxinus oxycarpa* 'Raywood' (Raywood Ash). Refurbish all existing tree wells previously filled with concrete to re-establish and replant the street tree. Provide *Fraxinus oxycarpa 'Raywood'* (Raywood Ash) as the replacement tree in the parkway tree wells.

Shrub removal and replacement program

Remove all median turf areas, existing shrubs, and groundcover from the Thousand Oaks Boulevard medians. Replace shrubs, groundcover, and remaining turf with species from the proposed shrub and accent plant palette specified below. New median and parkway landscaping shall be planted in natural arrangements with plants of various colors, form, texture, and scale.

Thousand Oaks Boulevard - Proposed Plant Palette

Trees (Medians)

Botanical Name	Common Name
Heteromeles arbutifolia * **N**	Toyon
Liquidambar styraciflua	Sweet Gum
Quercus agrifolia *	Coast Live Oak

Trees (Parkways)

Botanical Name	Common Name
Fraxinus oxycarpa 'Raywood'	Raywood Ash
Liquidambar styraciflua	Sweet Gum

Shrubs

Botanical Name	Common Name
Eriogonum fasciculatum * **N**	California Buckwheat
Mahonia var. repens *	Creeping Barberry
Muhlenbergia emersleyi * **N**	Bull Grass
Salvia mellifera 'Terra Seca' *	Black Sage

Accent Plants

Botanical Name	Common Name
*Galvesia speciosa**	Island Bush Snapdragon
Carex praegracilis * **N**	Clustered Field Sedge
Senecio serpens	Dwarf Blue Chalk Sticks

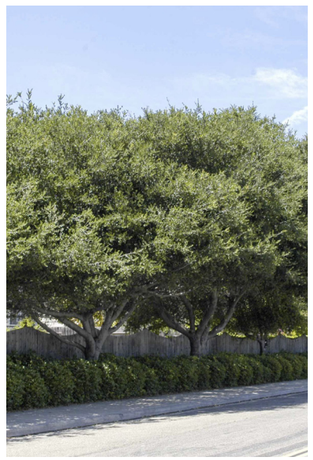
Trees



Heteromeles arbutifolia N
Toyon



Liquidambar stryaciflua
Sweet Gum



Quercus agrifolia
Coast Live Oak



Fraxinus oxycarpa 'Raywood'
Raywood Ash

Shrubs



Eriogonum fasciculatum N
California Buckwheat



Mahonia var repens
Creeping Barberry



Muhlenbergia emersleyi N
Bull Grass



Salvia mellifera 'Terra Seca'
Black Sage

Accent Plants



Carex praegracilis N
Clustered Field Sedge



Senecio serpens
Dwarf Blue Chalksticks



Galvesia speciosa
Island Bush Snapdragon

Rendering: Example of Typical Median Planting and Hardscaping

Figure 1





Example of Typical Median Planting

Rendering: Before and After Planting

Figure 2



Exisiting median on Thousand Oaks Blvd., mostly consists of turf, some trees, and some shrubs.

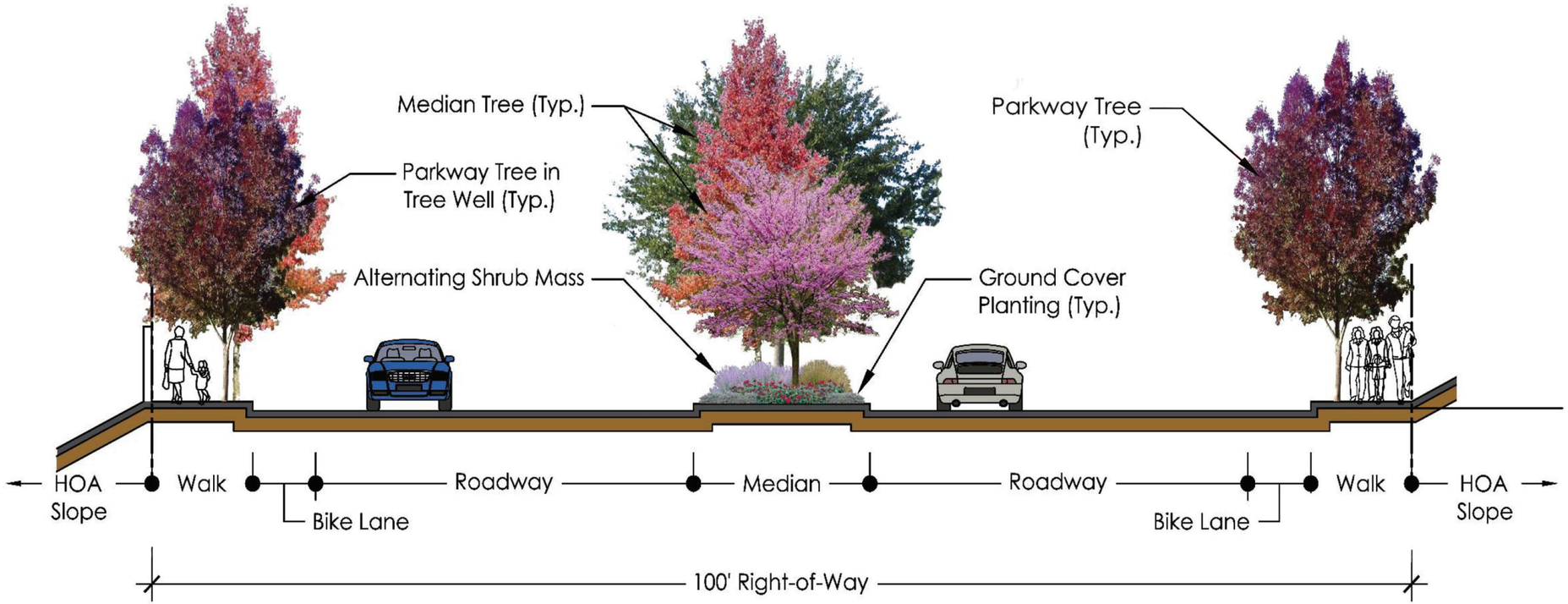


Proposed median on Thousand Oaks Blvd., eliminating turf, adding trees, and informal arrangments of various shrubs.

Example of Before and After Median Planting

Rendering: Example of Standard Street Section

Figure 3



Example of Standard Street Section

CITY OF

AGOURA HILLS

The Gateway to the Santa Monica Mountains

ARTERIAL STREETSCAPE MASTER PLAN

September 27, 2017

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Arterial Streetscape Master Plan

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1.1 Design for Landscape Improvements - Agoura Road

As depicted in Figure 1.1

Tree removal and replacement program

The Agoura Road streetscape has been implemented as part of the Agoura Road Widening Improvement Project from the western City limit east to Cornell Road. The remaining portions of the streetscape include ares adjacent to open space, the Old Agoura area between Cornell and Chesebro and the Kanan Road and Agoura Road intersection. The existing tree palette consists of *Quercus agrifolia* (coast live oak), *Cercis occidentalis* (western redbud) and *Platanus racemosa* (California sycamore) with *Cercis canadensis (*Eastern Redbud) and *Pistacia chinensis* (Chinese pistache) accent trees. The use of these primary street trees in the Agoura Road medians and right-of-way landscaping should be continued and enhanced. Accent trees should be implemented in conjunction with the primary street trees in the Agoura Village Specific Plan area. There are virtually no existing trees to remove within the Agoura Road right-of-way.

Shrub removal and replacement program

Remove select shrubs from the existing Agoura Road medians and parkways. Replace shrubs and groundcover with species from the proposed shrub palette specified below. New median and parkway landscaping shall be planted in alternating blocks of species with various color, form, texture and scale.

Agoura Road - Proposed Plant Palette

Trees (Medians)

Botanical Name	Common Name
Cercis canadensis	Eastern Redbud
Cercis occidentalis	Western Redbud
Platanus racemosa	California Sycamore
Quercus agrifolia	Coast Live Oak

Trees (Parkways)

Botanical Name	Common Name
Cercis occidentalis	Western Redbud
Pistacia chinensis	Chinese Pistache
Platanus racemosa	California Sycamore
Quercus agrifolia	Coast Live Oak

Shrubs

Botanical Name	Common Name
Arctostaphylos 'Emerald Carpet'	Emerald Carpet Manzanita
Convolvulus sabatius	Ground Morning Glory
Iris douglasiana	Douglas Iris
Mahonia aquifolium 'Compacta'	Oregon Grape
Muhlenbergia rigens	Deer Grass
Penstemon 'Margarita BOP'	Margarita Foothill Penstemon
Salvia clevelandii	California Blue Sage

Landscaping: Agoura Road

Median Trees


Cercis canadensis - Eastern Redbud


Cercis occidentalis - Western Redbud


Platanus racemosa - California Sycamore

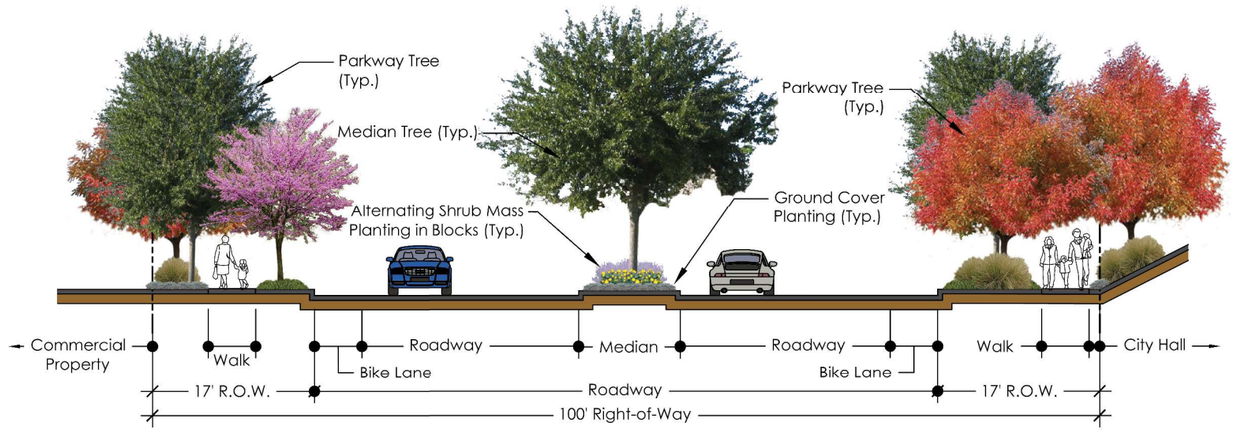

Quercus agrifolia - Coast Live Oak

Parkways Trees


Pistache chinensis - Chinese Pistache


Platanus racemosa - California Sycamore

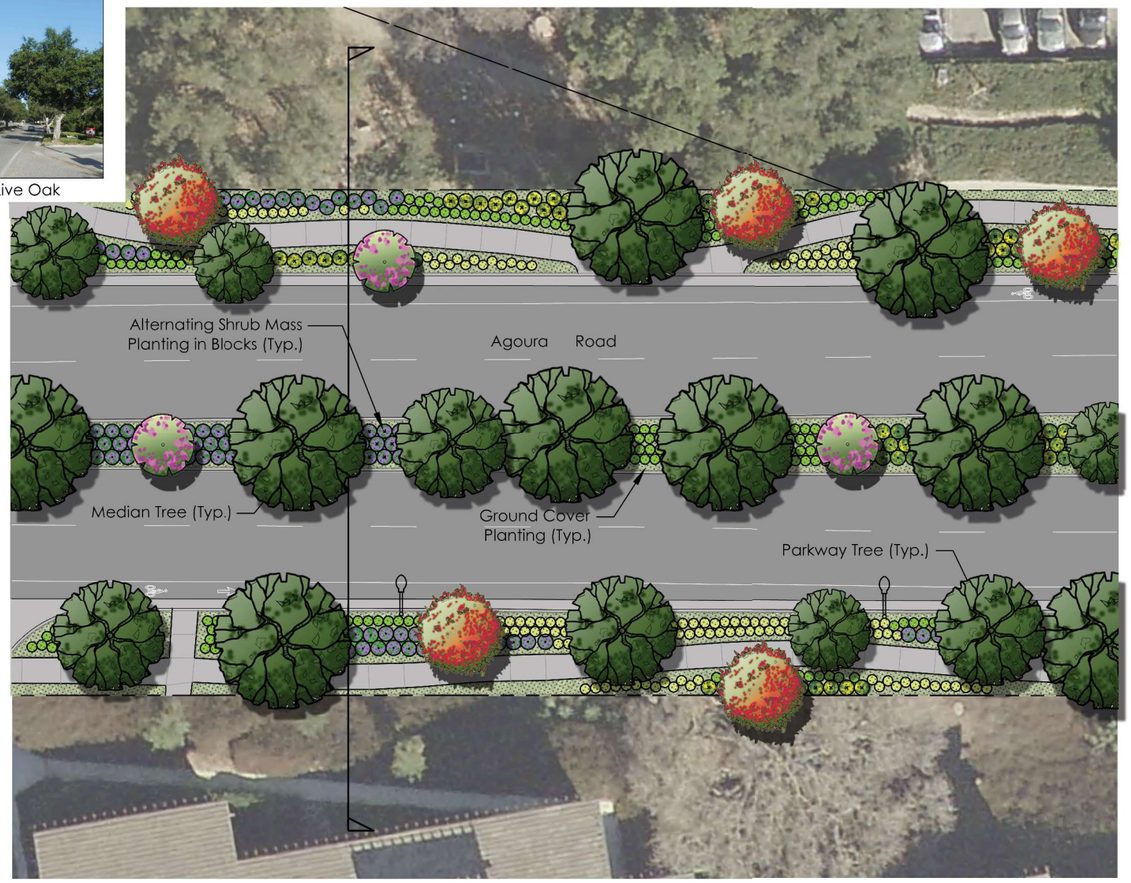

Quercus agrifolia - Coast Live Oak



Agoura Road

Section

Scale: 1/16" = 1'- 0"



Agoura Road

Plan View

Scale: 1" = 30'- 0"

Median Shrubs and Groundcover


Arctostaphylos 'Emerald Carpet' - Emerald Carpet Manzanita


Convolvulus sabatius - Ground Morning Glory


Iris douglasiana - Douglas Iris


Mahonia aquifolium 'Compacta' - Oregon Grape


Muhlenbergia rigens' - Deer Grass


Penstemon 'Margarita BOP' - Margarita Foothill Penstemon


Salvia clevelandii - California Blue Sage

1.2 Design for Landscape Improvements - Kanan Road

As depicted in Figures 1.2

Tree removal and replacement program

It is proposed to remove all existing *Pyrus kawakamii* (Evergreen Pears) from the Kanan Road medians between the northern Agoura Hills City limit to the Twin Oaks Plaza Shopping Center and keep all existing healthy *Lagerstroemia indica* (Crape Myrtle). Provide *Chitalpa taskkentensis* (Chitalpa), *Quercus agrifolia* (Coast Live Oak) and Platanus racemosa (California Sycamore) as replacement trees in the northern medians. Keep all healthy upright *Liquidambar styraciflua* (American Sweet Gum) and remove all *Ginko biloba* (Maidenhair Tree) in the medians from the Twin Oaks Plaza Shopping Center south to U.S. Route 101. Replace and enhance the southern median tree plantings as needed with species from the list below. It is proposed to remove all existing pine and sycamore trees from the parkway tree wells. Keep all existing healthy upright *Fraxinus oxycarpa* 'Raywood' (Raywood Ash) and *Lagerstroemia indica* (Crape Myrtle). Replace and enhance parkway tree plantings with predominantly Raywood Ash and Crape Myrtle as an accent tree. The addition of Crape Myrtle is recommended to enhance and vary the tree color palette with Chitalpa.

Shrub removal and replacement program

Remove all existing juniper shrubs from the Kanan Road medians between the northern Agoura Hills City limit to the Twin Oaks Plaza Shopping Center. Remove all existing turf and Iceberg shrub roses in the medians from the Twin Oaks Plaza Shopping Center south to U.S. Route 101. Replace all median landscape with shrub and groundcover species from the proposed plant palette specified below.

Kanan Road - Proposed Plant Palette

Trees (Medians)

Botanical Name	Common Name
Chitalpa tashkentensis	Chitalpa
Lagerstroemia indica	Crape Myrtle
Liquidambar styraciflua	Sweet Gum
Platanus racemosa	California Sycamore
Quercus agrifolia	Coast Live Oak

Trees (Parkways)

Botanical Name	Common Name
Fraxinus oxycarpa 'Raywood'	Raywood Ash
Lagerstroemia indica	Crape Myrtle

Shrubs (Medians)

Botanical Name	Common Name
Baccharis pilularis 'Twin Peaks'	Dwarf Coyote Brush
Carex praegracilis	California Field Sedge
Iris douglasiana	Douglas Iris
Lavandula species	Lavender
Salvia leucantha	Mexican Sage
Stipa tenuissima	Mexican Feathergrass
Zauschneria californica	California Fuchsia

Median Trees



Chitalpa tashkentensis - Chitalpa



Lagerstroemia indica - Crape Mrytle



Liquidambar styraciflua - Sweet Gum



Platanus racemosa - California Sycamore

Parkway Trees



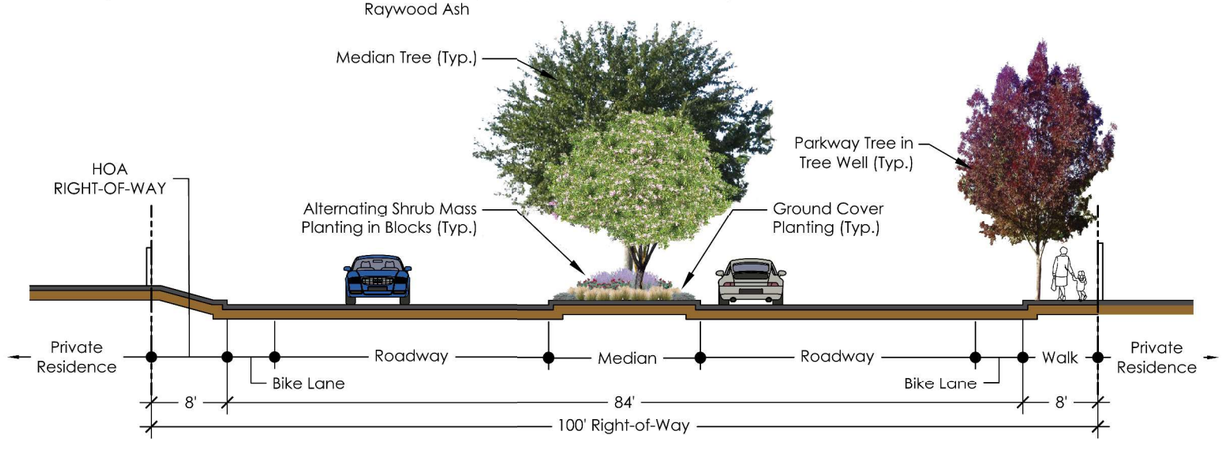
Quercus agrifolia - Coast Live Oak



Fraxinus oxycapa 'Raywood' -
Raywood Ash



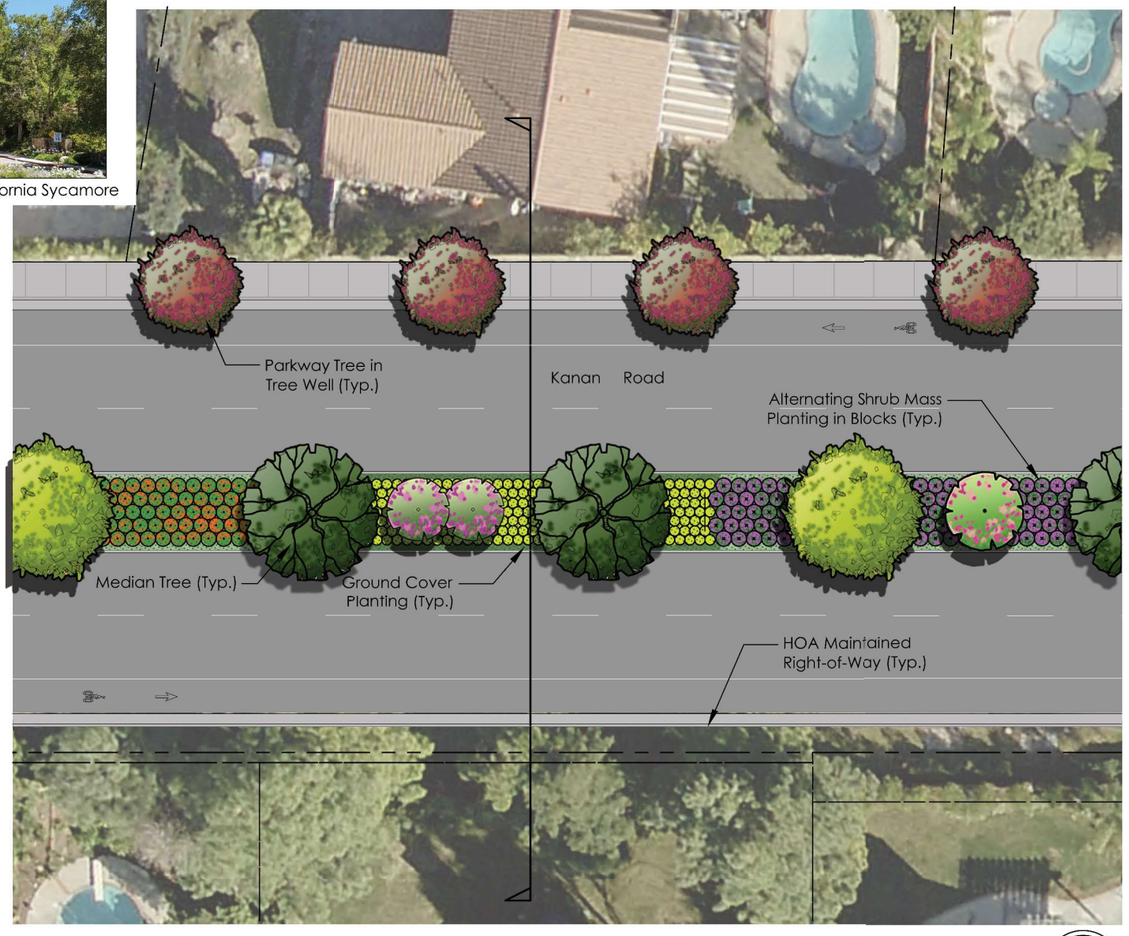
Lagerstroemia indica - Crape Mrytle



Kanan Road

Section

Scale: 1/16" = 1'- 0"

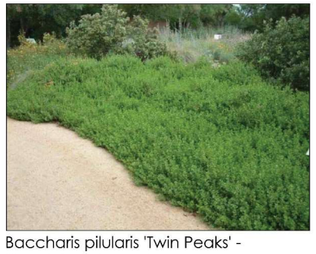


Kanan Road

Plan View

Scale: 1" = 30'- 0"

Median Shrubs and Groundcover



Baccharis pilularis 'Twin Peaks' -
Dwarf Coyote Brush



Carex praegracilis -
California Field Sedge



Iris douglasiana - Douglas Iris



Lavandula angustifolia 'Hidcote' -
Hidcote English Lavender



Salvia leucantha - Mexican Sage



Stipa tenuissima - Mexican Feathergrass



Zauschneria californica -
California Fuchsia

1.3 Design for Landscape Improvements - Liberty Canyon Road

As depicted in Figures 1.3

Tree removal and replacement program

The Liberty Canyon Road streetscape includes several short medians, a narrow 3' wide right-of-way on the east side and parkway tree wells on the west side. Keep all existing healthy upright *Liquidambar styraciflua* (Sweet Gum) and remove all *Lagerstroemia indica* (Crape Myrtle). Replace with *Liquidambar styraciflua* (Sweet Gum), *Quercus Agrifolia* (Coast Live Oak) and *Chitalpa tashkentensis* (Chitalpa) at the median ends.

Remove all Sycamore trees and keep all healthy upright *Liquidambar styraciflua* (Sweet Gum) from the existing parkway tree wells. Refurbish all existing concrete filled parkway tree wells. Add new tree wells to the walkway South of County Glen Road to the City boundary. Provide *Liquidambar styraciflua* (Sweet Gum) in all parkway tree wells.

Add *Quercus agrifolia* (Coast Live Oak) and *Quercus lobata* (Valley Oak) on the west side private slope areas. Keep all existing healthy upright trees within the east side right-of-way adjacent to the Flood Control Channel.

Shrub removal and replacement program

Remove all existing shrubs and groundcover from the Liberty Canyon Road medians and the east side right-of-way adjacent to the Flood Control Channel and replace with species from the proposed shrub plant palette specified below. New median and right-of-way landscape shall be planted in alternating blocks of species with various color, form, texture and scale.

Liberty Canyon Road - Proposed Plant Palette

Trees (Medain)

Botanical Name	Common Name
Chitalpa tashkentensis	Chitalpa
Liquidambar styraciflua	Sweet Gum
Quercus Agrifolia	Coast Live Oak

Trees (Parkway)

Botanical Name	Common Name
Liquidambar styraciflua	Sweet Gum
Quercus Agrifolia	Coast Live Oak
Quercus lobata	Valley Oak

Shrubs (Median and Parkway)

Botanical Name	Common Name
Arctostaphylos 'Emerald Carpet'	Emerald Carpet Manzanita
Convolvulus sabatius	Ground Morning Glory
Iris douglasiana	Douglas Iris
Rosa californica 'Plena'	California Rose
Rosmarinus officinalis 'Huntington Carpet'	Huntington Carpet Dwarf Rosemary
Senecio serpens	Dwarf Blue Chalk Sticks
Stipa tenuissima	Mexican Feathergrass

Landscaping: Liberty Canyon Road

Median Trees


Chitalpa tashkentensis - Chitalpa


Liquidambar styraciflua - Sweet Gum

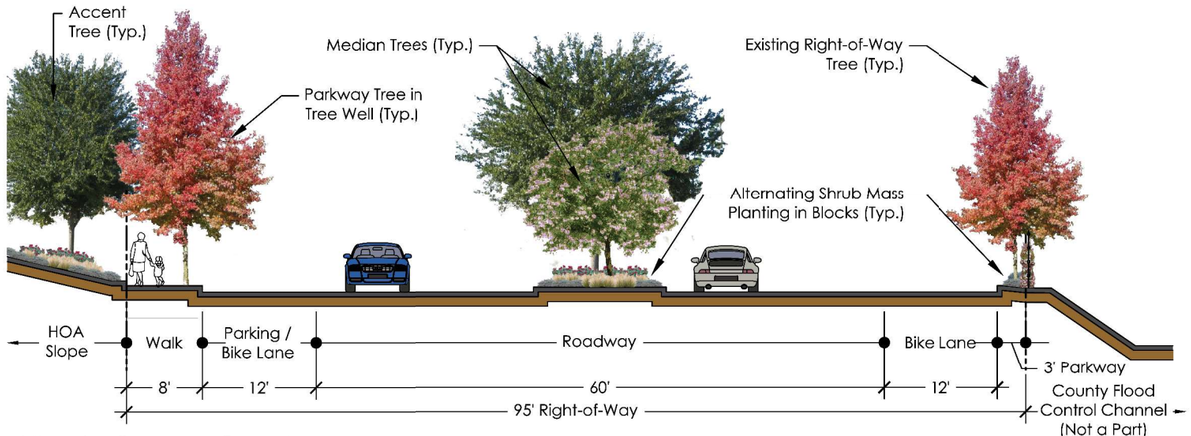

Quercus agrifolia - Coast Live Ock

Parkway and Right-of-Way Accent Trees


Liquidambar styraciflua - Sweet Gum


Quercus agrifolia - Coast Live Oak

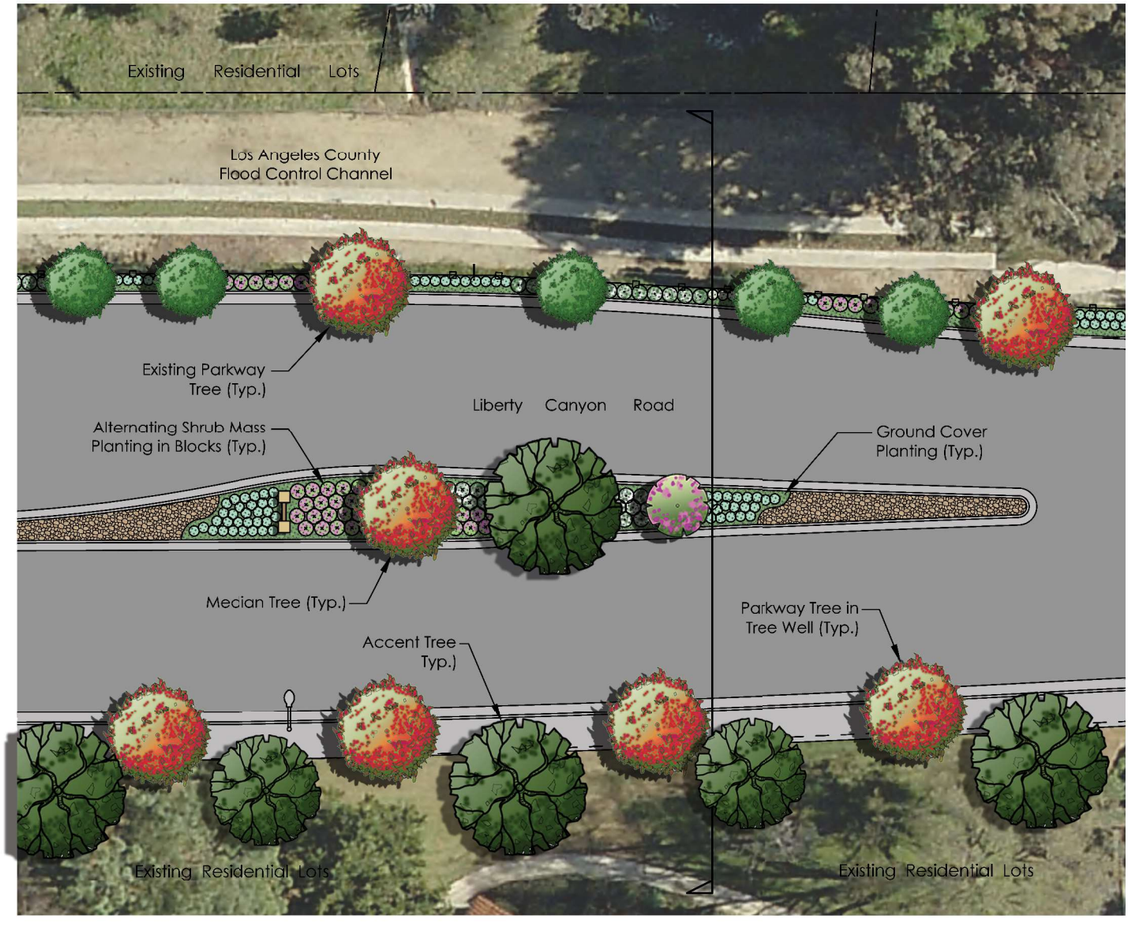

Quercus lobata - Valley Oak



Liberty Canyon Road

Section

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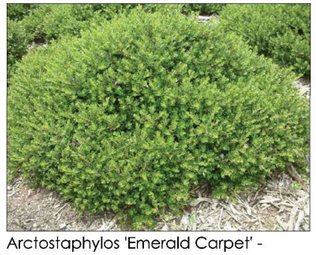


Liberty Canyon Road

Plan View

Scale: 1" = 30'- 0"

Median Shrubs and Groundcover


Arctostaphylos 'Emerald Carpet' - Emerald Carpet Manzanita


Convolvulus sabatius - Ground Morning Glory


Iris douglasiana - Douglas Iris


Rosa californica 'Plena' California Rose


Rosmarinus officinalis 'Huntington Carpet' Huntington Carpet Dwarf Rosemary


Senicio serpens - Dwarf Blue Chalk Sticks


Stipa tenuissima - Mexican Feathergrass

1.4 Design for Landscape Improvements - Reyes Adobe Road

As depicted in Figures 1.4

Tree removal and replacement program

There are currently no medians north of U.S. Route 101 on Reyes Adobe Road. It is proposed that new 10' wide minimum medians be added to the full length of Reyes Adobe Road where feasible. New proposed median tree plantings shall consist of *Quercus agrifolia* (Coast Live Oak) and *Cercis occidentalis (*Western Redbud) as an accent tree at the median ends.

It is proposed to remove all *Pyrus calleryana* 'Bradford' (Bradford Pear) from the parkway tree wells between Canwood Street and Thousand Oaks Boulevard. Keep all healthy upright *Liquidambar styraciflua* (American Sweet Gum) in the parkway tree wells north of Thousand Oaks Boulevard and remove all other tree species. Provide *Quercus agrifolia* (Coast Live Oak) as the replacement tree for the parkway tree wells.

An existing Oak tree and refurbishment landscaping project is proposed for the privately owned and maintained landscape areas adjacent to the Reyes Adobe Road right-of-ways between Canwood Street and Thousand Oaks Boulevard. This project will require owner permission to remove and replace plantings and irrigation.

Shrub removal and replacement program

Plant the new proposed medians with shrubs and groundcover species from the proposed shrub palette specified below. New median shrubs shall be planted in alternating blocks of species with various color, form, texture and scale. The addition of Hemerocalis hybrids (Daylily) is recommended as an accent shrub to enhance and vary the shrub color palette.

Reyes Adobe Road - Proposed Plant Palette

Trees (Median)

Botanical Name	Common Name
Cercis occidentalis	Western Redbud
Quercus agrifolia	Coast Live Oak

Trees (Parkways and Adjacently Owned Landscape Area)

Botanical Name	Common Name
Liquidambar styraciflua	Sweet Gum
Quercus agrifolia	Coast Live Oak

Shrubs (Median and Parkways)

Botanical Name	Common Name
Callistemon viminalis 'Little John'	Dwarf Weeping Bottlebrush
Hemerocallis hybrids	Daylily
Mahonia aquifolium 'Compacta'	Oregon Grape
Muhlenbergia rigens'	Deer Grass
Rosmarinus officinalis 'Huntington Carpet'	Huntington Carpet Dwarf Rosemary
Senecio serpens	Dwarf Blue Chalk Sticks
Trichostema lanatum	Wooly Blue Curls

Landscaping: Reyes Adobe Road

Median Trees



Cercis occidentalis - Western Redbud



Quercus agrifolia - Coast Live Oak

Parkway and Right-of-Way Accent Trees

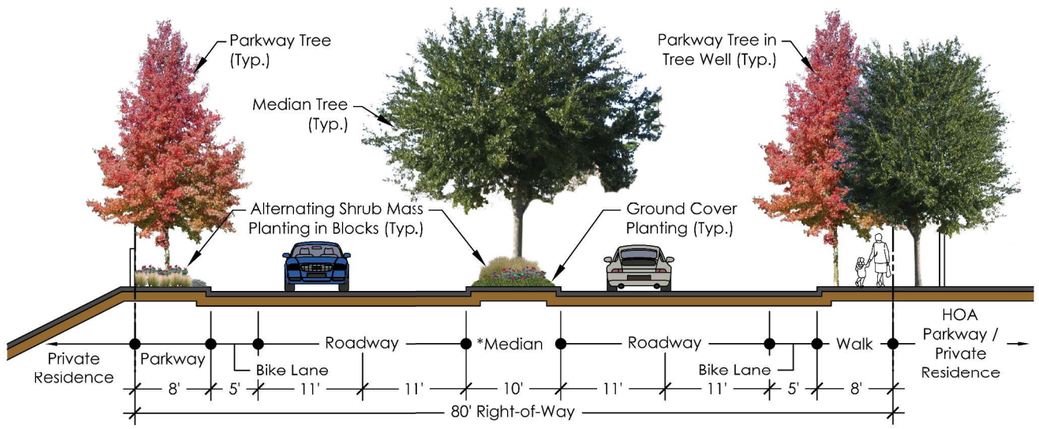


Liquidambar styraciflua - Sweet Gum



Quercus agrifolia - Coast Live Oak

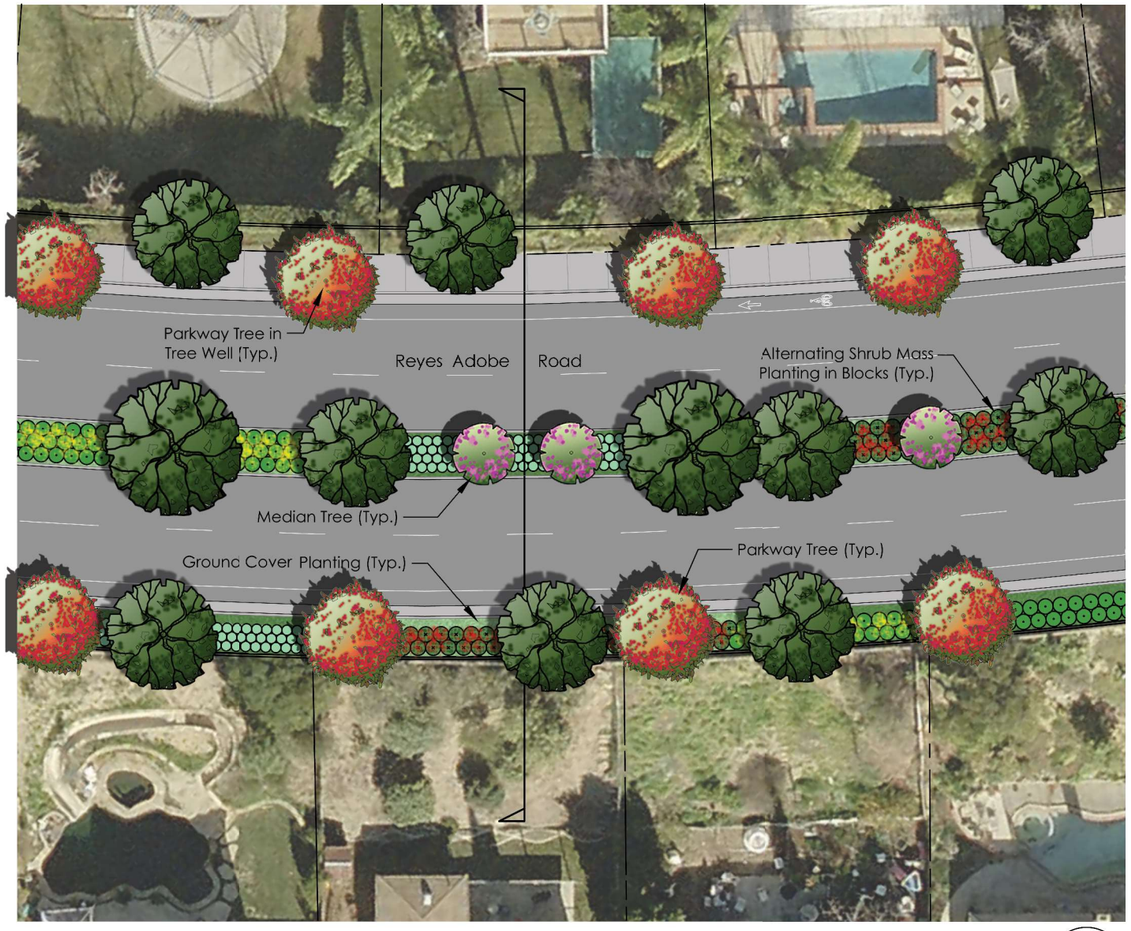
* New median width based on 11' lanes. With Traffic approval, lanes can be reduced to 10' and the median width can be increased to 14'.



Reyes Adobe Road

Section

Scale: 1/16" = 1'- 0"



Reyes Adobe Road

Plan View

Scale: 1" = 30'- 0"

Median Shrubs and Groundcover



Callistemon viminalis 'Little John' - Dwarf Bottlebrush



Hemerocallis Hybrids - Daylily



Mahonia aquifolium 'Compacta' - Oregon Grape



Muhlenbergia rigens' - Deer Grass



Rosmarinus officinalis 'Huntington Carpet' Huntington Carpet Dwarf Rosemary



Senicio serpens - Dwarf Blue Chalk Sticks



Trichostema lanatum - Wooly Blue Curls

1.5 Design for Landscape Improvements- Thousand Oaks Boulevard

As depicted in Figures 1.5

Tree removal and replacement program

The Thousand Oaks Boulevard streetscape consists of medians, parkway tree wells and other isolated private areas. It is proposed to keep all existing healthy, upright *Liquidambar styraciflua* (American Sweet Gum) and remove all Crape Myrtle and Pine trees from the medians. Replace removed trees and enhance median tree planting with *Quercus agrifolia* (Coast Live Oak) as the primary median tree and *Cercis occidentalis* (Western Redbud) as an accent tree at the median ends.

It is proposed to remove all existing Pine and Sycamore trees from the parkway tree wells. Remove all American Sweet Gum trees greater than 12" diameter from the parkway tree wells. Keep all existing healthy, upright *Fraxinus oxycarpa* 'Raywood' (Raywood Ash). Refurbish all existing tree wells previously filled with concrete to re-establish and replant the street tree. Provide *Fraxinus oxycarpa 'Raywood'* (Raywood Ash) as the replacement tree in the parkway tree wells.

Shrub removal and replacement program

Remove all median turf areas. Replace with *Senecio serpens* (Dwarf Blue Chalk Sticks) in select locations to preserve turf appearance, color, and sight visibility in transition to other various blocks of plantings. Remove all existing shrubs and groundcover from the Thousand Oaks Boulevard medians. Replace shrubs, groundcover and remaining turf with species from the proposed shrub palette specified below. New median shrubs shall be planted in alternating blocks of species with various color, form, texture and scale.

Thousand Oaks Boulevard - Proposed Plant Palette

Trees (Medians)

Botanical Name	Common Name
Cercis occidentalis	Western Redbud
Liquidambar styraciflua	Sweet Gum
Quercus agrifolia	Coast Live Oak

Trees (Parkways)

Botanical Name	Common Name
Fraxinus oxycarpa 'Raywood'	Raywood Ash
Liquidambar styraciflua	Sweet Gum

Shrubs

Botanical Name	Common Name
Galvezia speciosa	Island Bush Snapdragon
Heuchera 'Dainty Bells'	Coral Bells
Mahonia aquifolium 'Compacta'	Oregon Grape
Muhlenbergia rigens'	Deer Grass
Salvia mellifera 'Terra Seca'	Black Sage
Senecio serpens	Dwarf Blue Chalk Sticks
Trichostema lanatum	Wooly Blue Curls

Landscaping: Thousand Oaks Boulevard

Median Trees


Cercis occidentalis - Western Redbud

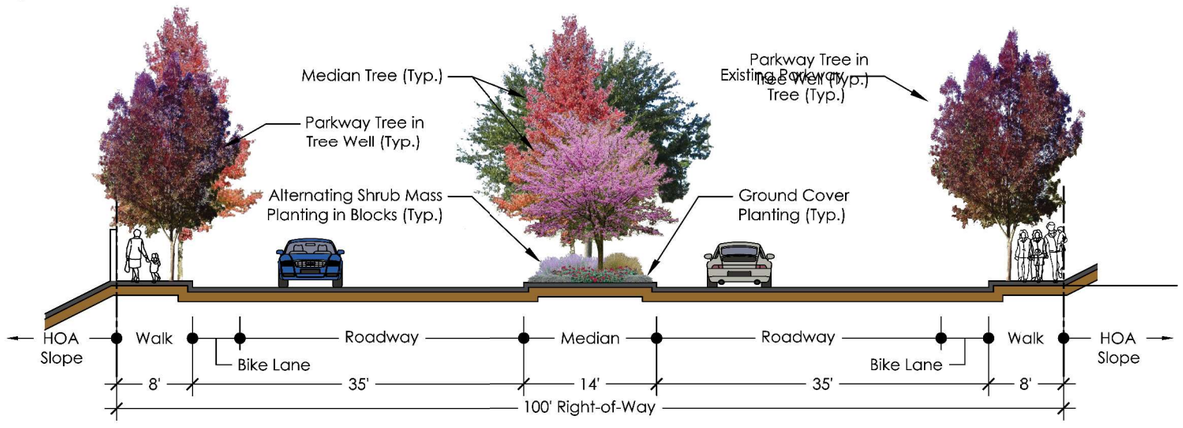

Liquidambar styraciflua - Sweet Gum


Quercus agrifolia - Coast Live Oak

Parkway Trees


Fraxinus oxycapa 'Raywood' - Raywood Ash

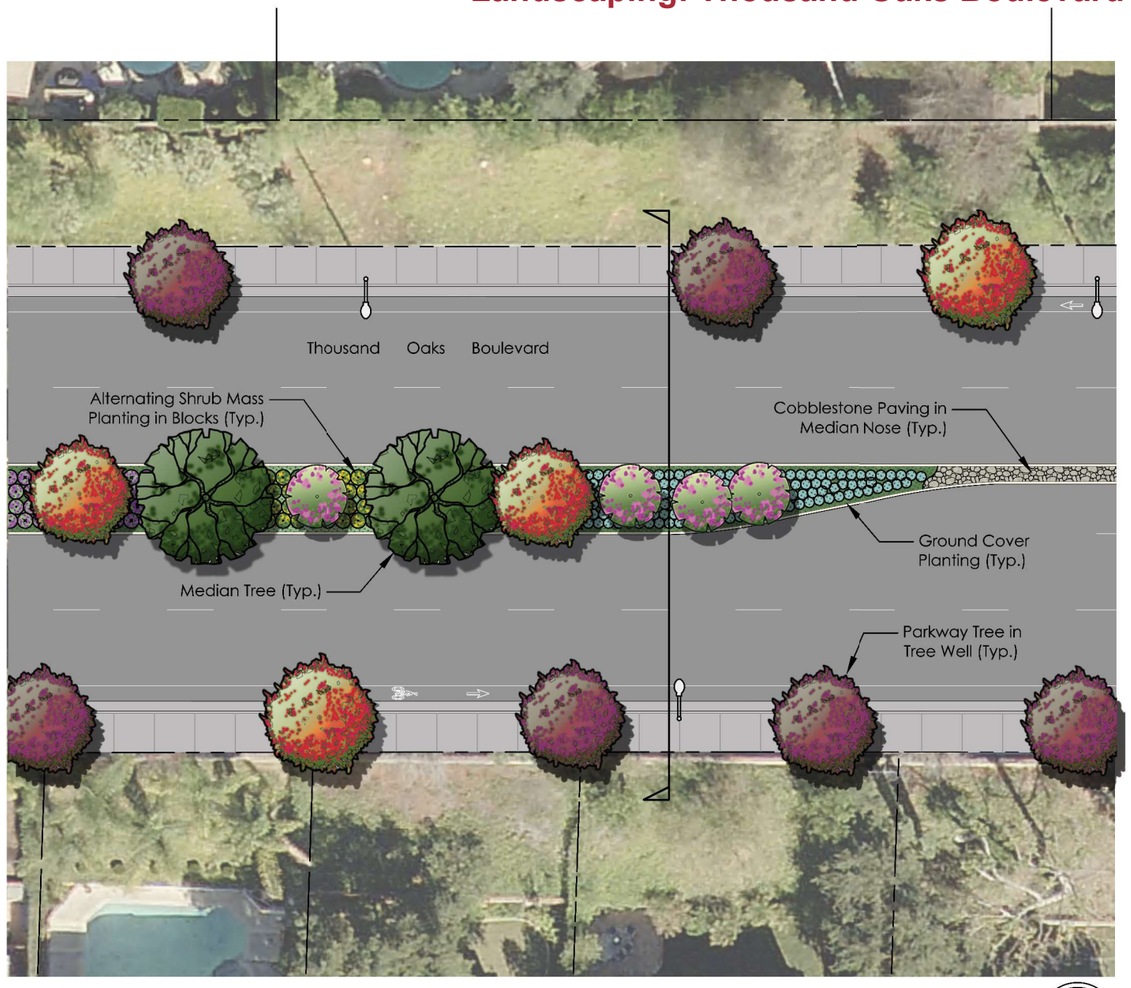

Liquidambar styraciflua Sweet Gum



Thousand Oaks Boulevard

Section

Scale: 1/16" = 1'- 0"



Thousand Oaks Boulevard

Plan View

Scale: 1" = 30'- 0"

Median Shrubs and Groundcover


Galvezia speciosa - Island Bush Snapdragon


Heuchera 'Dainty Bells' - Coral Bells


Mahonia aquifolium 'Compacta' - Oregon Grape


Muhlenbergia rigens' - Deer Grass


Salvia mellifera 'Terra Seca' - Black Sage


Senicio serpens - Dwarf Blue Chalk Sticks


Trichostema lanatum - Wooly Blue Curls

Rendering: Example of Median Improvements



Existing median on Thousand Oaks Blvd. Mostly consists of turf, some trees and some shrubs.



Proposed median on Thousand Oaks Blvd. Eliminating turf, adding trees and blocks of various shrubs.

Proposed Median Hardscape Improvements - Detail

Median Hardscape Improvements



Random Stone Cobble Paving at Median Noses

Note: For median noses under 4' wide install random stone cobble paving the full length without planting areas. Terminate paving as indicated in detail above.

Proposed Median Improvements - Detail (Typ.)

Plan View

Scale: 1" = 20'- 0"

Random Cobble Paving at Median Nose - Detail (Typ.)

Plan View

Scale: 1/4" = 1'-0"

Attachment 'A'

CITY OF
AGOURA HILLS

Agoura Road

“New”		“Removed”
 Desert Willow (Chilopsis linearis) **Native**	**Trees - Medians**	No Proposed Removals
No Proposed Additions	**Trees - Parkways**	No Proposed Removals

Shrubs / Accent Plants



Manzanita (Arctostaphylos 'John Dourley ')
Native



Lantana
(Lantana 'New Gold')



Blue Fescue (Festuca glauca)
Native



Manzanita (Arctostaphylos 'Emerald Carpet')
Native



Deer Grass
(Muhlenbergia rigens)
Native



Humingbird Sage
(Salvia spathacea)
Native



Pine Muhly
(Muhlenbergia dubia)
Native



White Sage (Salvia apiana)
Native

Kanan Road

“New”		“Removed”
No Proposed Additions	**Trees - Medians**	 American Sweetgum (Liquidambar styraciflua)  California Sycamore (Palatanus racemosa) **Native**
No Proposed Additions	**Trees - Parkways**	No Proposed Removals

Shrubs / Accent Plants



California Lilac
(Ceanothus ‘Anchor Bay’)
Native



Pink Muhly Grass
(Muhlenbergia capillaris)
Native



Creeping Sage
(Salvia ‘Bee’s Bliss’)
Native



Yarrow
(Achillea millefolium ‘Moonshine’)
Native



Lantana (Lantana 'New Gold')



California Field Sedge (Carex praegracilis)
Native



Mexican Sage (Salvia leucantha)
Native



Mexican Feathergrass
(Stipa tenuissima)

“New” Liberty Canyon Road “Removed”

No Proposed Additions

Trees - Medians

No Proposed Removals

No Proposed Additions

Trees - Parkways

No Proposed Removals

Shrubs / Accent Plants



Manzanita (Arctostaphylos 'John Dourley')
Native



Pine Muhly
(Muhlenbergia dubia)



Yarrow
(Achillea millefolium ‘Moonshine’)
Native



Autumn Moor Grass
(Sesleria autumnalis)
Native



Blue Grama (Bouteloua gracilis)
Native



Emerald Carpet Manzanita
(Arctostaphylos ‘Emerald Carpet’)
Native



Mexican Feathergrass
(Stipa tenuissima)

“New” Reyes Adobe Road “Removed”

No Proposed Additions

Trees - Medians

No Proposed Removals



Western Redbud
(Cercis occidentalis)
Native

Trees - Parkways



American Sweetgum
(Liquidambar styraciflua)

Shrubs / Accent Plants



California Lilac
(Ceanothus ‘Anchor Bay’)
Native



Eve Case Coffeeberry
(Frangula californica)
Native



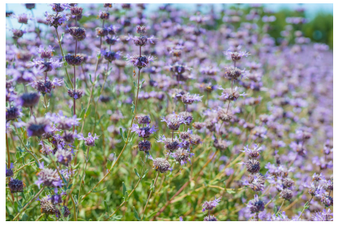
Stalked Bulbine
(Bulbine frutescens)



Day Lily
(Hemerocallis)



Woolly Bluecurls
(Trichostema lanatum)
Native



California Blue Sage
(Salvia clevelandii)
Native



Silverberry
(Elaeagnus pungens
'Fruitlandii')



African Boxwood
(Myrsine africana)

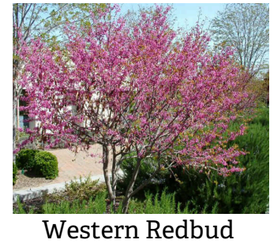
Thousand Oaks Blvd

“New”



Toyon
(Heteromeles arbutifolia)
Native

“Removed”



Western Redbud
(Cercis occidentalis)
Native

Trees - Medians

Trees - Parkways

No Proposed Additions

No Proposed Removals

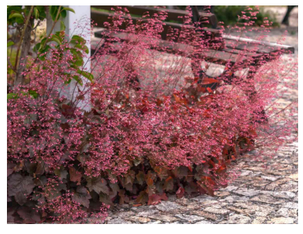
Shrubs / Accent Plants



Buckwheat
(Eriogonum fasciculatum)
Native



Bullgrass
(Muhlenbergia emerseyi)
Native



Coral Bells (Heuchera)
Native



Woolly Bluecurls
(Trichostema lanatum)
Native



Clustered Field sedge
(Carex praegracilis)
Native



Deer Grass
(Muhlenbergia rigens’)
Native

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**OCTOBER 7, 2025**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**RAMIRO ADEVA, ASSISTANT CITY MANAGER** **AMY BRINK, DIRECTOR OF COMMUNITY SERVICES** **MARY HADDAD, COMMUNICATIONS MANAGER**
SUBJECT:	**DISCUSSION TO CONSIDER AWARD OF CONTRACT TO RRM DESIGN GROUP FOR PREPARATION OF CONCEPT PLANS/STRATEGIES AND PROGRESS UPDATE ON PROPERTY OWNER ENGAGEMENT**

On August 13, 2025, staff provided the City Council with an update on economic development activities and received direction to proceed with a Request for Proposals (RFP) seeking qualified firms to prepare Concept Plans and strategies to support the creation of gathering place experiences, with particular focus on private properties located on the north side of Agoura Road, across the street from City Hall. Since that time, the RFP process has concluded, and several follow-up discussions with property owners and stakeholders have taken place. Staff seeks to inform the City Council of the outcomes from the RFP process, recommend award of a contract, and provide an update on the progress made to date with property owner engagement and next steps.

The submission period for proposals closed on Wednesday, September 24, 2025, and the City received two submittals:

No.	Proposing Firm
1	Torti Gallas + Partners (TGP)
2	RRM Design Group (RRM)

Although both firms submitted impressive proposals, the City's selection committee chose RRM. Not only does RRM have previous experience with the City, having prepared the original Agoura Village Specific Plan in 2008 and leading the update in 2024, but staff felt RRM's proposal best highlighted projects that preserve and enhance the small-town feel and character that define both the Conejo Valley and Agoura Hills, making them the clear choice for this contract.

RRM Design Group has confirmed that the proposed scope of work can be completed within the $50,000 allocated for this project in the City's approved FY 2025-26 Budget. Sufficient funds are available, and no additional appropriations are required. The cost proposal and associated fees is included as **Exhibit B** for reference.

If the contract is approved by the Council, staff anticipates work with RRM will commence immediately, with a target completion date by the end of Spring 2026.

Additionally, during the RFP solicitation, staff was concurrently having discussions with private property owners and stakeholders that will be involved with the scope of work of this contract. The table below lists the information for the individual buildings belonging to the two property owners staff has contacted to date.

Property Owner	Building Address	Total Square Footage	Status
Norm Kravetz	29899 Agoura Road (former Rams bldg)	78,590	22% vacant
	29901 Agoura Road (Vitu bldg)	37,758	100% leased
	29903 Agoura Road (former Penny Mac bldg)	103,394	100% vacant
Hankey Investment Company	29701 Agoura Road (former Bank of America bldg)	92,392	100% vacant
	29851 Agoura Road	72,044	30-50% vacant

Staff has also spoken with Bill Tucker, owner of the Whizin Marketplace, as well as the Greater Conejo Valley Chamber of Commerce and Biocom California.

On September 29, 2025, staff met with the Land Use and Economic Development Committee (LUEDC), which includes Mayor Sylvester and Councilmember Klein Lopez, to provide an update on discussions held to date with these property owners and key stakeholders. While these discussions are still in the early stages, they have generated positive momentum toward advancing the City's goals for strategic economic development and revitalization. The LUEDC expressed encouragement at the progress made and directed staff to continue engaging with property owners, stakeholders, and community members to build upon this foundation. Staff will provide a similar update to the full City Council as part of this item.

Assuming the City Council approves the contract agreement with RRM Design Group, work will begin immediately. This will include close coordination with RRM alongside the identified property owners, stakeholders, and community members to develop concept plans that will serve as a foundation for moving this vision forward in alignment with the Council's goals.

FISCAL IMPACT

No additional appropriations are required for awarding this contract to RRM Design Group. The scope of work can be completed within the $50,000 already included in the City's approved FY 2025-26 Budget (Community Development Contract Services account, 010-4305-5520). As such, the recommended action will have no impact on the General Fund beyond what has already been appropriated.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Award a consultant services agreement to RRM Design Group for the preparation of Concept Plans and strategies to create gathering place experiences along Agoura Road;

2. Authorize the Mayor to execute the contract agreement with RRM Design Group; and

3. Discuss the staff update on discussions with property owners and stakeholders, and provide feedback on the progress made to-date.

Attachments

RRM Contract for Concept Plans.pdf

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AGREEMENT FOR CONTRACTOR SERVICES WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	RRM Design Group
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Nicholas Deitch
CONTRACTOR'S ADDRESS:	422 East Main Street Ventura, CA, 93001
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: Assistant City Manager
PREPARED BY:	Ramiro Adeva
COMMENCEMENT DATE:	October 8, 2025
TERMINATION DATE:	June 30, 2026
CONSIDERATION:	Agreement Price: Not to Exceed: $50,000/yr

ADDITIONAL SERVICES *(Describe Services, Amount, and Approval):*

_____

_____

_____

_____

Date: _____ Amount: $_____ Authorized By:_____
(Not to Exceed 10% of Agreement Price) City Manager

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AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND RRM DESIGN GROUP

THIS AGREEMENT is made and effective as of October 8, 2025, between the City of Agoura Hills, a municipal corporation ("City") and RRM Design Group ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on October 8, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Fifty Thousand Dollars and Zero Cents ($50,000.00) ("Agreement Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth

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herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONTRACTOR

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

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7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or subcontractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

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Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Contractor's profession. **SEE B(4) BELOW**

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million ($1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers;

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or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials,employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall

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specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.**. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.

B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any

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of the services and tasks under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

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11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located

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within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, California 91301 Attention: City Manager
To Contractor:	RRM Design Group 422 East Main Street Ventura, CA 93001 Attention: Nicholas Deitch

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation

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is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's subcontractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's subcontractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous Acontrgreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an Amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement. All monetary changes to this Agreement require City Council approval.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. In lieu of a handwritten or wet signature from the Contractor, the City may electronically process and execute this Agreement and request that the

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Contractor sign the Agreement electronically via DocuSign or similar electronic signature software.

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23. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Penny Sylvester,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

RRM Design Group
422 East Main Street, Ventura, CA 93001
Nicholas Deitch
805-652-2115
nadeitch@rrmdesign.com

By: Signed by: Nicholas Deitch 5370AD9CD4A74DD...
Name: Nicholas Deitch
Title: Principal-in-Charge

By: DocuSigned by: Erik Justesen 49D4EC669E4D4AE...
Name: Erik Justesen
Title: Managing Partner

[Signatures of Two Corporate Officers Required]

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EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

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Scope of Services

Task 1: Project Initiation & Kickoff

RRM will prepare for and attend a kickoff meeting with City staff. This meeting is envisioned to be virtual and approximately 1 hour in length, and will provide the opportunity for confirming project goals, schedule, communication protocols, and deliverables. Understanding the City's ultimate project goals and how to achieve these based on the identified schedule, considering upcoming holidays, will be critical to ensuring delivery of a timely and successful work effort.

Deliverables:

- Project kickoff meeting (virtual)
- Kickoff meeting notes
- Final project schedule

Task 2: Initial Discussions with Staff and Willing Partner/Property Owner(s) and Site Familiarization

As part of this task, RRM will facilitate a site visit and working session with City staff and the identified partner/property owner(s). It is assumed that the City staff will organize and schedule the initial site visit and working session with RRM and partner/property owner(s). The initial site visit will allow all parties to become familiar with the property(ies) and see firsthand the on-the-ground conditions and the immediate vicinity to allow for a more informed working session. Following the site visit, a 2-hour working session will be conducted at City Hall, with the primary goal of establishing a framework for the project effort moving forward. This framework is anticipated to include establishing a preliminary vision for the downtown gathering place experience on the property(ies), understanding opportunities and constraints, identifying current City policy document requirements and options for enhancing the process of a future development, and discussing conceptual land uses opportunities. To support facilitation of the site visit and working session, RRM will prepare a base map of the property(ies) in AutoCAD/GIS format, which will include an aerial image, property lines, street locations and names, and other important labels. This base map will be utilized throughout the various conceptual site plan layout efforts. Following the site visit and working session, RRM will prepare a summary memorandum that captures documentation from the site visit and notes taken during both the site visit and the working session.

Deliverables:

- Site visit to the property(ies)
- One (1) working session with City staff, the identified partner/property owner(s), and RRM
- Base map
- Site visit and working session notes summary memorandum

Task 3: Concept Development and Preliminary Layouts

Leveraging the information captured under Task 2, RRM will prepare two (2) preliminary conceptual site plan layouts. The preliminary conceptual site plan layouts will take into consideration relevant existing City policy document input, such as community values and needs, as well as reflecting current market conditions related to anticipated land uses. The two (2) preliminary conceptual site plan layouts will be in color with callouts and be distinct from one another, providing alternative development scenarios, taking into consideration varying residential densities, non-residential uses, and amenity options. To support visualization of the preliminary conceptual plan layouts, image boards will be prepared for each concept to allow for more informed stakeholder, governing boards, and community feedback.

Integral to this effort is the consideration of how parking, transit, walkability/bikability, and connectivity to the existing community may inform these conceptual layouts.

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This task assumes one (1) round of City review/comments on the two (2) preliminary conceptual site plan layouts.

Deliverables:

- Two (2) preliminary conceptual site plan alternatives, as described above
  - Assumes one (1) round of City review/comments
- Two (2) image boards supporting the preliminary conceptual site plan layouts

Task 4: Stakeholder Engagement and Facilitation

To capture input from interested stakeholders on the conceptual site plan layouts developed under Task 3, RRM will facilitate discussions with interested parties, such as residents, business owners, and community organizations, among others. The intent of these meetings will be to inform stakeholders about the downtown gathering place experience process, capture input on the conceptual site plan layouts, and collect any other pertinent information. The stakeholder group meetings are envisioned to occur in small groups and will be conducted as a series of in-person 30-minute or 1-hour meetings over the course of one day. It is assumed that the City staff will manage contacting stakeholders, setting up, and meeting logistics for the stakeholder meetings.

In addition to stakeholders, this task also covers engagement with the City's Land Use Economic Development Committee, Planning Commission, and City Council governing bodies in support of City staff. To allow for early input and discussion, RRM will work with City staff to prepare for and present at one (1) Land Use Economic Development Committee meeting virtually prior to stakeholder group meetings. The presentation for the Land Use Economic Development Committee meeting is envisioned to provide an overview of the effort, schedule, touch on the preliminary vision and framework for creating the downtown gathering place experience, provide an opportunity for initial committee input, and identify next steps. Following preparation of the conceptual site plan layouts, RRM will work with City staff to prepare for and present at one (1) additional Land Use Economic Development Committee meeting virtually, one (1) Planning Commission meeting, and one (1) City Council meeting in-person to provide progress updates. At this time, the presentation for these meetings will be the same and is envisioned to provide an overview of the effort, schedule, touch on the preliminary vision and framework for creating the downtown gathering place experience, provide an opportunity for feedback and input on the conceptual site plan layouts, and identify next steps.

To memorialize the input received from stakeholder groups, Land Use Economic Development Committee, Planning Commission, and City Council, a stakeholder engagement summary memorandum will be prepared. This summary memorandum will be used to inform the preparation of the preferred conceptual site plan layout under Task 8.

Deliverables:

- Prepare for and facilitate one (1) day of back-to-back stakeholder group meetings (In-Person)
- Prepare for and present at two (2) Land Use Economic Development Committee meetings (Virtual)
- Prepare for and present at one (1) Planning Commission meeting and one (1) City Council meeting (In-Person)
- Stakeholder engagement summary memorandum

Task 5: Public Outreach and Communications Support

To allow for a successful and wide-reaching outreach effort, RRM will collaborate with City staff and the City Communications Manager/team in preparing a public outreach campaign for the downtown/ gathering place experience. Depending on available City time and resources, public outreach could include pop-up workshops at local community events, such as Ladyface Market Place, Reyes Adobe Day Festival, Holidays on the Hill, school district events, and/or other City events, one-on-one meetings with the local business community, presentations at community organizations, among other options. RRM looks forward to collaborating with City

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staff and the City Communications Manager/team to prepare the right outreach toolkit to ensure a successful public outreach campaign.

This task will also capture RRM support of the City's Communications Manager/team in facilitating community engagement events, such as workshops, charrettes, and open houses. At this time, it is assumed that these efforts will be led by the City but may be augmented by RRM support and attendance, as the budget may allow. Potential public engagement event options with RRM support and attendance the City may consider include workshop, charette, pop-ups, or virtual information events as shown below. While the optional public engagement event options provided below are provided for consideration, RRM will work with the City to identify the most appropriate event type for the project effort to maximize input and community feedback. In addition, this task will also capture City support for the creation of outreach materials for distribution via print, web, and social media. It is assumed that RRM will provide City support for up to five (5) outreach materials, utilizing previously prepared deliverables as part of the project effort.

Deliverables:

- Public outreach plan memorandum
- Preparation of supporting outreach materials, as described above

Optional Deliverables:

- Three (3) public engagement events, including
  - One (1) workshop/charette - $8,000-12,000 per event
  - One (1) pop-up event - $6,000-8,000 per event
  - One (1) virtual information session - $4,000-6,000 per event

Task 6: Land Use and Zoning Review

In coordination with the City's Community Development Department staff, RRM will review and summarize existing City land use and zoning regulations relevant to the property(ies). It is expected that the City's Community Development Department staff will provide all land use and zoning regulations applicable to the property(ies) for RRM use. While this task will focus on existing City-specific regulations, it will also capture relevant state housing laws and any applicable requirements related thereto. In addition, existing regulatory opportunities and barriers for implementation of the conceptual site plan layout alternatives will be incorporated.

Deliverables:

- Land use and zoning memorandum, as described above

Task 7: Recommendations and Implementation Tools

To support advancement of the preferred conceptual site plan layout, RRM will prepare an implementation strategy memorandum. The memorandum will provide policy recommendations and regulatory tools that can be utilized by the City to identify next steps towards implementation. Potential policy and regulatory tools could include, but are not limited to, development agreements with property owners, zoning code amendments, overlay zones, and/or updates to an existing or creation of a new specific plan. In addition, the memorandum will identify and provide guidance on balancing viable housing densities with potential City amenities and other uses that would support the community. Preliminarily, these City amenities and other uses could include grocery markets, breweries, boutique retail, cultural/performing art spaces, hotels, and/or community gathering areas, among others. Given the unique intricacies and dynamic real estate environment, it is recommended that the City consider adding a development advisor to support this effort to provide additional input and to further advise the City to ensure strong fundamentals for moving forward.

Deliverables:

- Implementation strategy memorandum, as described above

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Task 8: Revised Concept and Final Deliverables

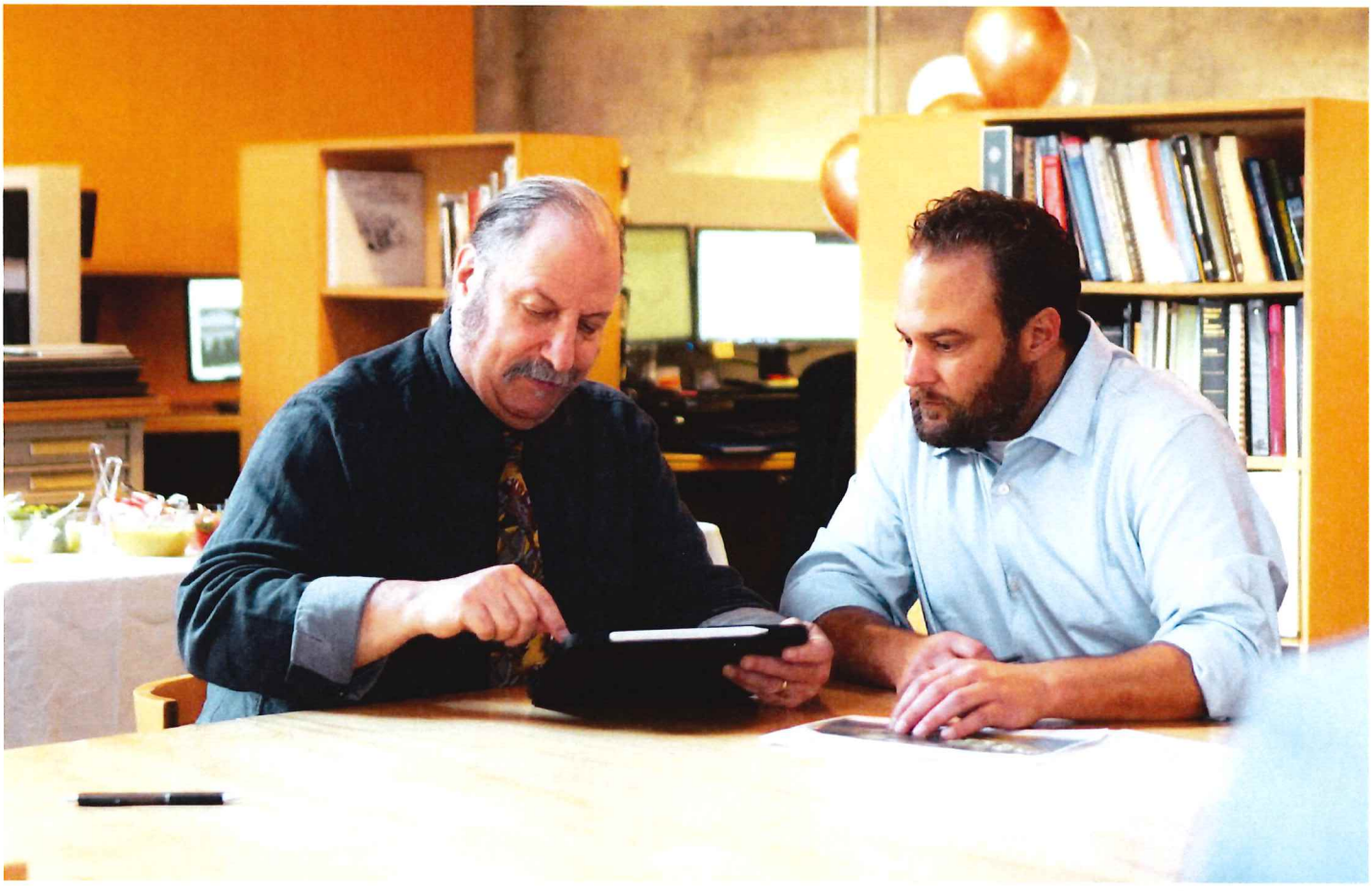
Taking into consideration the input received under Task 4, RRM will prepare one (1) preferred conceptual site plan layout. The preferred conceptual site plan layout will be in color with callouts, identifying preferred land uses and amenity options. An image board providing a visualization of the preferred concept site plan layout will also be prepared. This task assumes one (1) round of City review/comments on the preferred conceptual site plan.

As part of this task, RRM will prepare a final concept plan document that organizes and incorporates into one document the deliverables previously prepared under Tasks 3, 4, 6, 7, and 8. This task will not create new content but will provide a more formal document layout and organization, and is anticipated to be created in Adobe InDesign. This final concept plan document will be provided as a PDF in both a digital and print-ready format and can be utilized by the City for guidance when moving into future phase(s) of the project.

RRM will also prepare a presentation slide deck for use by City staff for distribution to City Council, the Planning Commission, and the community. The presentation slide deck will be in PDF format and build upon the final concept plan document organization. In support of City staff, RRM will prepare for and attend a City Council meeting for presentation of the preferred concept site plan.

Deliverables:

- One (1) preferred conceptual land use layout
  - Assumes one (1) round of City review/comments
- Final concept plan document
- Presentation slide deck, as described above
- Attendance at one (1) City Council meeting in support of City staff (in-person)



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EXHIBIT B

PAYMENT RATES AND SCHEDULE

Agoura Hills Concept Plans and Strategies for Creating a Downtown/Gathering Place Experience

Fee Schedule

September 24, 2025

				RRM Principal-In-Charge		RRM Project Manager		RRM Consulting Principal		RRM Policy and Implementation Strategist		RRM Urban Designer/ Landscape Architect		RRM Support Staff	
				273 $ per hour		225 $ per hour		278 $ per hour		232 $ per hour		182 $ per hour		164 $ per hour	
Task 1: Project Initiation and Kickoff	**FEE TYPE**														
Kickoff Meeting	T&M/NTE	$	955	1	$273	2	$450		$0	1	$232	0	$0	0	$0
Task 1 Value:		**$**	**955**												
Task 2: Initial Discussions with Staff and Willing Partner/ Property Owner(s) and Site Familiarization	**FEE TYPE**														
Working Session and Site Visit	T&M/NTE	$	5,516	4	$1,092	8	$1,800	0	$0	0	$0	0	$0	16	$2,624
Task 2 Value:		**$**	**5,516**												
Task 3: Concept Development and Preliminary Layouts	**FEE TYPE**														
Initial Vision Concepts/Preliminary Site Layouts and Alternatives	T&M/NTE	$	14,158	16	$4,368	6	$1,350	2	$556	1	$232	6	$1,092	40	$6,560
Task 3 Value:		**$**	**14,158**												
Task 4: Stakeholder Engagement and Facilitation	**FEE TYPE**														
Stakeholder Meetings and Summary Report	T&M/NTE	$	6,290	8	$2,184	10	$2,250	0	$0	8	$1,856	0	$0	0	$0
Task 4 Value:		**$**	**6,290**												
Task 5: Public Outreach and Communication Support	**FEE TYPE**														
Public Outreach Plan and Outreach Materials	T&M/NTE	$	2,456	4	$1,092	4	$900	0	$0	2	$464	0	$0	0	$0
Task 5 Value:		**$**	**2,456**												
Task 6: Land Use and Zoning Review	**FEE TYPE**														
Land Use/Zoning Findings Technical Memorandum	T&M/NTE	$	2,264	0	$0	8	$1,800	0	$0	2	$464	0	$0	0	$0
Task 6 Value:		**$**	**2,264**												
Task 7: Recommendations and Implementation Tools	**FEE TYPE**														
Implementation Strategy Report	T&M/NTE	$	3,316	2	$546	2	$450	0	$0	10	$2,320	0	$0	0	$0
Task 7 Value:		**$**	**3,316**												
Task 8: Revised Concept and Final Deliverables	**FEE TYPE**														
Revised Concept Plan and City Council Presentation	T&M/NTE	$	14,820	2	$546	14	$3,150	2	$556	0	$0	4	$728	60	$9,840
Task 8 Value:		**$**	**14,820**												

Subtotal	**$**	**49,775**
Reimbursable Expenses	**$**	**225**
Estimated Project Total	**$**	**50,000**
Estimated Project Total with OPTIONAL Task	**$**	**50,000**

Fee Footnotes

Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours, will not be exceeded without prior approval by the client. We have detailed proposed hours and fees by subtask to show assumptions. However, we propose to consolidate billing using a task-based structure to streamline project management and simplify invoicing.

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

Optional Task Notes

Task 5 Option assumes median event cost for three (3) total public engagement events - one (1)

rrm design group

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