** Revised **

CITY OF AGOURA HILLS

AGENDA
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center - Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, February 11, 2026
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 Jeremy Wolf
Mayor Pro Tem Deborah Klein Lopez
Councilmember Kate Anderson
Councilmember Chris Anstead
Councilmember Penny Sylvester

REPORT OF CLOSED SESSION

APPROVAL OF AGENDA

PRESENTATIONS

Annual City of Agoura Hills Volunteer Recognition - Community Services

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, AND DEPARTMENTAL REPORTS

Update from Supervisor Lindsey P. Horvath - Field Deputy Daniell Vicente
Clean Power Alliance (CPA) Update
(City Council and Staff)

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 Minutes of the Regular City Council Meeting of January 22, 2025
   RECOMMENDATION: Approve the Minutes, as presented.

2. Approve Demand Warrant Register No. 945
   RECOMMENDATION: Approve Demand Warrant Register No. 945.

3. Approve Award of a Design Professional Consultant Services Agreement, with Rick Engineering Company, for the Lake Lindero Rehabilitation Study
   RECOMMENDATION: 1. Approve the Design Professional Services Professional Consultant Services Agreement, with Rick Engineering Company, for the Lake Lindero Rehabilitation Study; and, 2. Appropriate $13,700 of Measure W- Local Funds in the proposed Fiscal Year 2026-27 Budget to the Lake Lindero Rehabilitation Study; for a total project budget of $89,200.

4. Adoption of Ordinance 26-484; Amending Section 2900 of Chapter 9 of Article II of the Agoura Hills Municipal Code to Adjust Compensation for City Council Members

RECOMMENDATION: Adopt Ordinance No. 26-484; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING SECTION 2900 (COMPENSATION) OF CHAPTER 9 (CITY COUNCIL) OF ARTICLE II (ADMINISTRATION) OF THE AGOURA HILLS MUNICIPAL CODE TO ADJUST COMPENSATION FOR CITY COUNCIL MEMBERS.

CITY COUNCIL, STAFF COMMENTS

ADJOURNMENT

The next Regular City Council Meeting will be held at 6:00 p.m., on February 25, 2026, 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 Wednesday, February 11, 2026 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: February 11, 2026

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**FEBRUARY 11, 2026**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
BY:	**KIMBERLY RODRIGUES, CITY CLERK**
SUBJECT:	**APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 22, 2025**

RECOMMENDATION

Approve the Minutes, as presented.

Attachments

Minutes CC 012225.pdf

MINUTES
REGULAR MEETING
AGOURA HILLS CITY COUNCIL
Civic Center – Council Chambers
30001 Ladyface Court, Agoura Hills, California 91301
Wednesday, January 22, 2025
6:00 p.m.

The City Council meeting was called to order at 6:00 p.m. by Mayor Sylvester.

Mayor Sylvester announced: "*Before we start this evening, I would like to acknowledge the many agencies, groups, and businesses that assisted our community during the recent fires including, the Los Angeles Fire Department Station 89, all our neighboring city, county, and state firefighters, Lost Hills Sheriff's Station, all our sheriff, police, and CHP personnel, the Agoura Hills Library who made charging stations and WIFI available to the public, our Community Emergency Response Team (CERT), our City staff (communications, streets, charge stations, WIFI, opening the Emergency Operations Center), the Arson Watch Group, the Agoura Hills Fire Safe Council, Shelters for evacuees, such as the Calvary Church in Westlake Village and El Camino Real Charter High School in Woodland Hills, shelters for small animals, such as the Agoura Animal Care Center and El Camino Real Charter High School, shelters for large animals, such as Pierce College and Burbank LA Equestrian Center, the businesses that offered free meals, such as El Pollo Loco in Agoura Hills and the World Central Kitchen at Malibu Brewing Company in Malibu, and the businesses that created LA Fire Relief donation drives, such as Hard Core Fitness in Agoura Hills and Proactive Sports Performance in Westlake Village. I would just like to say a heartfelt thank you to all who contributed to not only our community, but our neighboring communities, during the high winds and the surrounding area brush fires. We continue to offer our support to all who were affected by the fires, including all the people currently in the path of the Hughes Fire.*"

Mayor Sylvester opened the meeting with the Land Acknowledgement.

The Pledge of Allegiance was led by Cub Scout Pack 227.

Present were: Mayor Penny Sylvester, Mayor Pro Tem Jeremy Wolf, Councilmember Kate Anderson, Councilmember Chris Anstead, and Councilmember Deborah Klein Lopez.

Also Present were: City Manager Nathan Hamburger, City Attorney Candice K. Lee, City Prosecutor Eric Markus, Assistant City Manager Ramiro Adeva, Deputy City Manager Louis Celaya, Jensen Hughes Consultant Amelia Pludow, Communications Manager Mary Haddad, Executive Assistant Michele Hubbs, Community Development Director Denice Thomas, Principal Planner Robby Nesovic, Senior Civil Engineer Charmaine Yambao, Acoustics Group Consultant Robert Woo, Consultant Omar Ramos, Finance Manager Brenda Cho, Director of Community Services Amy Brink, and City Clerk Kimberly M. Rodrigues.

REPORT OF CLOSED SESSION

No Closed Session was held.

APPROVAL OF AGENDA

ACTION: Councilmember Anstead moved to approve the Agenda, as presented. Councilmember Klein Lopez seconded. The motion carried 5-0, by the following roll call vote:

AYES: Mayor Sylvester, Mayor Pro Tem Wolf, and Councilmembers Anderson, Anstead, and Klein Lopez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

PRESENTATIONS

Mayor Sylvester presented a Certificate of Recognition, to owner Jennifer La Salle, honoring Hardcore Fitness as the January Business of the Month.

INTERGOVERNMENTAL, SPECIAL PURPOSE COMMITTEE, & DEPARTMENTAL REPORTS

John King, Covina, representing Southern California Edison, provided an LED Street Light Replacement Effort Update.

Library Manager Nina Hull provided an Agoura Hills Library Quarterly Update.

Councilmember Klein Lopez provided a Clean Power Alliance (CPA) Update.

Mayor Sylvester reported there was no update for the Las Virgenes/Malibu Council of Governments as the meeting had been canceled.

Councilmember Anderson reported the first meeting for the Santa Monica Mountains Conservancy Advisory Committee would be held on January 27, 2025.

PUBLIC COMMENTS

The following person spoke:

Haylynn Conrad, Malibu, representing the Malibu City Council

CONSENT CALENDAR

No public comment was received.

ACTION: Councilmember Anderson moved to approve Consent Calendar Item Nos. 1-6, as presented. Mayor Pro Tem Wolf seconded. The motion carried 5-0, by the following roll call vote:

AYES: Mayor Sylvester, Mayor Pro Tem Wolf, and Councilmembers Anderson, Anstead, and Klein Lopez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

1. Approve Minutes of the City Council Regular Meeting of January 8, 2025

2. Approve Minutes of the City Council Special Meeting of January 14, 2025

3. Approve Demand Warrant Register No. 925

4. Receive and File the City of Agoura Hills Annual Comprehensive Financial Report for the Year Ended June 30, 2024

5. Approve: 1) Agreement for Payment of Costs, with Toll Brothers West Coast, LLC, in Connection with the Preparation of Environmental Documentation; and, 2) Agreement for Consultant Services, with Rincon Consultants Incorporated, for the Preparation of Environmental Documentation Related to the Preparation of an Initial Study/Mitigated Negative Declaration for a 60-Unit Townhome Development Project

6. Adopt **Resolution No. 25-2092**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE CITY MANAGER TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) ACTING ON BEHALF OF THE COUNTY

PUBLIC HEARING (REVOCATION)

7. Conduct a Public Hearing to Consider the Adoption of **Resolution No. 25-2093**; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, REVOKING BUSINESS LICENSE NUMBER 006982 (NEW ERA PERFORMANCE AND TUNING, LLC), PURSUANT TO SECTION 6819 OF THE AGOURA HILLS MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Mayor Sylvester announced: *"I will now open the Public Hearing (6:50 p.m.) to consider the revocation of Business License No. 006982 for New Era Performance and Tuning, LLC for violations of the Agoura Hills Municipal Code and other applicable laws and regulations. There will now be an announcement by the City Prosecutor."*

City Prosecutor Eric Markus announced: *"Good evening. My name is Eric Markus, I am the City Prosecutor, and I will be representing staff for the purposes of this evening's hearing. Before we proceed, I did want to note that shortly after notice of this public hearing was sent out, I received a call and spoke with the business owner, Mr. Esparza, who indicated to me that he received notice secondhand. I've spoken to Mr. Esparza about that issue. I have also spoken to him about the fact that we are going to be presenting some evidence tonight, some of which he just received, and Mr. Esparza has agreed and indicated that he would like to proceed this evening so we intend to do so and are ready to move forward."*

Mayor Sylvester announced: "*Thank you. City staff and the City Prosecutor has the burden of proof by the preponderance of the evidence. This means the evidence demonstrates that the proposition is more likely true than not true. Please note that the formal rules of evidence and procedure do not apply to this hearing. However, the City Council, in consultation with the City Attorney, will make rulings on objections and evidence. Irrelevant and/or unduly repetitious evidence shall be excluded. The City Council reserves the right to allow evidence and consider the weight of the evidence during deliberations. There are no official time limits on staff's or the business owner's presentation, but we ask that the testimony not be redundant. Could all legal counsel for City staff, the business owner, and the City Council state their appearances for the record?"*

City Prosecutor Markus stated he would be: *"(representing) for the City."*

Mr. Alexander Esparza stated: *"I am the owner of New Era Performance."*

City Attorney Candice Lee stated: *"I am the City Attorney for the City of Agoura Hills and I will be advising the City Council."*

City Attorney Lee inquired: "*If I may just ask Mr. Esparza a question for the record. So, I understand that you had conversations with the City Prosecutor and had noted that you had received notice secondhand, but you are okay proceeding this evening and you are waiving any arguments as to notice, is that correct, we can proceed this evening with this hearing?"*

Mr. Esparza responded: *"I agreed to continue because it has been too long. We have all been here plenty of times, I am over it, I have done everything I can. The only thing I ask is the evidence that was provided to me as soon as I walked in not be entered into evidence because I had no time to prepare and I want to be able to get this over with so I came prepared, but I do not want the evidence that was just given to me as I walked in because I was not able to prepare for any of that."*

City Attorney Lee responded: *"I believe the evidence was provided in the Agenda packet and to the extent you received notice, but I think the issue is, you will have to ask the City Prosecutor, but I think they intend to move forward with their evidence."*

Mr. Esparza responded: *"There was no evidence provided to me until only what was on the...what I received in the mail on Saturday, which I opened up on*

Monday, which was two days ago, and there was…the evidence which I was told right now when I walked in was not part of it…there was no USB drive or anything included besides the 37-page Agenda that was given in the mail when I got it on Monday. The new evidence I just got right now, just received this when I walked in 30 minutes ago."

City Attorney Lee asked City Prosecutor Markus how he would like to proceed.

City Prosecutor Markus responded: "*I actually provided Mr. Esparza a copy of the report upon which our presentation will be based last week via email. Mr. Esparza also acknowledged his receipt thereof shortly after I sent it. With respect to the other exhibits that the City intends to introduce, one is a copy of Mr. Esparza's business license. I see no prejudice in Council acknowledging the existence of that business license. Other exhibits are letters sent by my office to Mr. Esparza, so he certainly had copies of those for years. As I indicated, our acoustical engineering report was already provided to Mr. Esparza and to the extent he takes issue with the WAV files, I provided Mr. Esparza a thumb drive of the audio recordings captured by our monitoring devices. Council, you have also been provided those, there's hundreds of audio files, I intend to present only one of them this evening. We will proceed introducing that one recording and to the extent Mr. Esparza has an objection, I'd be happy to address it at that time."*

City Attorney Lee inquired: *"So, it is your recommendation to proceed this evening and you will address the issues of evidence as we go along?"*

City Prosecutor Markus responded: *"Well, Mr. Esparza has indicated that he would like to proceed tonight and we're prepared to do so and I do not see any prejudice with moving forward."*

Mr. Esparza responded: *"I am not prepared to…I do not have anything for the WAV files that I have not even heard and they were never provided to me so I will proceed if we are able to take that out of the evidence and we continue with what was presented to me which the City does have a report of the audio which I am okay with as far as the report goes, but the actual audio files that were presented as I walked in, I would like to exclude those. If we can do that, then we can continue and just get this over with."*

City Prosecutor Markus responded: *"I think when we get to the audio files you will note that the purpose of me using the audio files is not to demonstrate or establish that what is exhibited in that particular audio file exceeds any noise threshold, it is simply to distinguish between a dynamometer and engine exhaust so I do not believe it will necessarily be determinative of any of the issues before the City Council this evening."*

Mr. Esparza responded: *"I do not want that evidence to be included at all. I was not able…I had no time to prepare, there is a report from the audio company that I approved and we can continue with that and if that is enough then let us get this over with."*

City Attorney Lee responded: *"First of all, I think we need to get on the record, you (Mr. Esparza) have a gentleman here who continues to advise you, can you state your name? And, you have joined us in the past so it would be helpful for the record if you could just state your name and explain your role in this."*

Gentleman responded: *"Yes, I have been here since the beginning, all four times. I am a customer of Mr. Esparza, however, I do have a special set of skills that I try to assist him with as he assists me with his skills."*

City Attorney Lee inquired: *"And, what is your name again?"*

Gentleman responded: *"My name is Francis Stewart."*

Mr. Esparza shared that Mr. Stewart was there to assist and guide him on how to properly address people.

City Attorney Lee asked: *"And, for the record, Mr. Stewart, you are not an attorney, you're just assisting…"*

Mr. Stewart responded: *"No, I am an attorney, but I am not representing him. I am just assisting with the presentation. I am not representing him, I stated that the last time when the prior Mayor was here."*

City Attorney Lee inquired: *"Mr. Markus, would it be helpful, do you want to side bar with the business owner, this is all kind of new to us, this information."*

City Prosecutor Markus responded: *"Not at all, I think that I'm comfortable proceeding and to the extent that he may object to a certain piece of evidence, we can consider that in due course. I do not feel any further delay is necessary."*

Upon further protest from Mr. Stewart and Mr. Esparza regarding the admission of the WAV file as evidence, City Prosecutor Markus responded: *"If it would please Council, I would be happy to proceed without the audio, I have my acoustical engineer here who can testify as to distinction."*

Mayor Sylvester announced: "*We are proceeding without the audio being submitted. Could the parties' legal counsel advise the City Council if they have reached any stipulations as to facts and/or evidence? If so, we ask that the stipulations be made a part of the record and that copies of any stipulated exhibits be provided to the Mayor and the City Council."*

Neither party reported any stipulations.

City Attorney Lee announced: *"So, if you could listen carefully, in terms of how we are going to be numbering and identifying the following exhibits. So, any Exhibits submitted by staff's counsel, so that would be the City Prosecutor, will be identified by sequential numbers (1, 2, or 3). This is aside from whatever, however it is numbered in the staff report. Please identify your exhibits by 1, 2, and 3 when you introduce them, please. And, then, any Exhibits submitted by the business owner's*

counsel or representative shall be identified by sequential letters. So, please identify your exhibits as A, B, and C, please. If you need some sticky notes to stick on there, let us know, but you will be identifying them as A, B, and C. All identified and relevant exhibits will be deemed admitted into evidence absent a sustained objection."

City Attorney Lee then announced: *"I also want to remind the Council to ensure to ask all questions prior to deliberation to ensure that any information and evidence you rely upon is part of the official record. If you ask any questions during deliberation, we may have to reopen the public hearing, which may further prolong the process. Thank you."*

Mayor Sylvester asked: *"Does any Councilmember have any ex parte communications to disclose?"*

There were no ex parte communications from the City Council.

Mayor Sylvester deferred to City staff and the City Prosecutor for their presentation.

At the request of City Prosecutor Markus, and prior to the presentation, the City Council recessed at 7:05 p.m. and reconvened at 7:09 p.m.

City Prosecutor Markus provided the staff presentation and submitted the following exhibits to be admitted into evidence:

- Exhibit 1 – Business License
- Exhibit 2 – April 9, 2021 Notice of Violation
- Exhibit 3 – Petition (Complaint)
- ~~Exhibit 4 – Neighbor Video (Complaint)~~
  Mr. Esperanza objected to Exhibit 4; exhibit was striken by City Prosecutor Markus
- Exhibit 5 – (Robert) Woo Resume
- Exhibit 6 – Acoustical Engineering Study

City Prosecutor Markus called on Mr. Robert Woo. City Clerk Rodrigues administered the oath to Mr. Woo for his testimony. On direct examination, City Prosecutor Markus then questioned Mr. Woo on Exhibits 5 and 6.

Mr. Stewart objected to City Prosecutor Markus's questions as "*leading*."

City Prosecutor Markus responded: "*The formal rules of evidence do not apply to this proceeding."*

City Attorney Lee concurred that formal rules of evidence did not apply to this proceeding and noted: *"It is up to the Council to determine whether or not they were okay with that line of questioning."*

Mayor Sylvester responded: *"We are okay with that kind of questioning."*

City Prosecutor Markus continued with his direct examination of Mr. Woo and submitted the following exhibit:

- Exhibit 6-2 – Summaries of Measured Events

Mr. Stewart protested to one of Mr. Markus's questions and requested the acoustic consultant give the testimony.

Mayor Sylvester responded he would have the chance to cross-examine and present any questions at that time.

City Prosecutor Markus concluded his direct examination of Mr. Woo.

Mayor Sylvester invited Mr. Stewart to cross-examine Mr. Woo.

Mr. Stewart referenced the prior report from Veneklasen Associates and City Prosecutor Markus objected *"to the entire line of questioning, with respect to the Veneklasen report, on the grounds that it is completely irrelevant."*

Mr. Stewart contested City Prosecutor Markus's assertion that the report was irrelevant.

Mayor Sylvester stated: *"We are not including that report so we're not basing any of our rulings tonight on that report; it is irrelevant."*

City Attorney Lee responded: *"I think it is appropriate for New Era to introduce that on their presentation. This is right now cross-examination of Mr. Woo. And, for the record, it appears that Council is deeming that irrelevant because the Veneklasen report has not been entered into evidence and the prosecution has not entered it into evidence, is that correct?"*

Mayor Sylvester responded: *"That is correct."*

Mr. Stewart continued and after further questions of Mr. Woo, concluded his cross-examination.

Mayor Sylvester invited the City's staff counsel to redirect the witness.

City Prosecutor Markus re-directed Mr. Woo. Following redirection, City Prosecutor Markus continued with his presentation and submitted the following exhibit:

- Exhibit 8 – October 14, 2024, Notice of Violation

In conclusion, City Prosecutor Markus requested the City Council adopt a resolution revoking New Era's business license.

Mayor Sylvester opened the floor for questions of staff and counsel. Councilmembers asked questions of the City Prosecutor, City staff, and Mr. Woo.

Following the question-and-answer period with staff and the City Prosecutor, Mayor Sylvester announced: *"This is the time for the business owner and his counsel to make their presentation."*

Mr. Francis contested a staff comment that the business owner "*did not contact them or reach out to them"* and noted that he had called staff multiple times in an attempt to *"set up a meeting so that we could come to a satisfactory result on this."*

Mr. Esparza provided his presentation and submitted the following exhibits to be admitted into evidence:

- Exhibit A – Veneklasen and Associates report
- Exhibit B – Pictures from March 8, 9, 10, 11 (reflecting he was out of town)
- Exhibit C – Receipt of Dyno Door purchase
- Exhibit D – Acoustics Group, Inc. report
- Exhibit E – Photograph (facing shop doors form location of readings)
- Exhibit F – Email, dated January 15, 2025, from Mr. Eric Markus with Acoustic Report
- Exhibit G – Pictures from previous months showing Dyno doors closed
- Exhibit H – California Vehicle Code Section 27151

City Prosecutor Markus noted he had not been provided a copy of the evidence. The City Clerk provided a copy to the City Prosecutor.

Mr. Esparza read his statement, reviewed his exhibits, spoke about the sound made when lug nuts are removed from car wheels and that he wanted to demonstrate *"what it sounds like for other businesses in my area that work on cars."*

Mayor Sylvester responded: *"We have no objection."*

Mr. Esparza retrieved an impact driver from his seat in the audience to use for a live demonstration in the Chamber.

City Prosecutor Markus inquired of the Council when he should make his objections.

City Attorney Lee responded: *"You need to make the objections as we go along; when you deem appropriate."*

City Prosecutor Markus made the following objections: "*Initially, I would object to all testimony with respect to the Veneklasen report. It is wholly irrelevant which is the basis for excluding evidence from this proceeding. That would include not only Mr. Esparza's testimony, but Exhibit A. I would also move to exclude as irrelevant Exhibit B, in so far as photographs of his Dyno in March 2024 have no bearing on the issues presented today. Yes, those would be the basis of my objections. I would also object to Mr. Esparza's use of an impact driver at this proceeding as it*

has no bearing whatsoever on the noise generated by his Dynamometer nor his compliance with the City's code."
Mr. Esparza contested: *"And, I think that noise in general, not from my Dyno, is the problem here. It is noise in general and this is noise that gets done on shops around my area, in general. So, I think the noise that you are having a problem with is vehicle noise which should not matter whether it is vehicle noise, impact noise, dogs barking noise – it is every single type of noise that exceeds 65 dB is the problem, not just vehicle noise."*

City Prosecutor Markus responded: *"I cannot speak to if other noises exceed 65 dB, because, for purposes of our study, we eliminated all other noise except the Dyno noise from our analysis. The Dyno noise is what we are here to discuss and according to our study, the Dyno noise exceeds the threshold. Whether the noise is generated by an impact wrench or screeching tires is wholly irrelevant."*

Mayor Sylvester requested input from the City Council on whether to sustain the City Prosecutor's objection to the submission of Exhibits A and B as evidence.

Following a brief question-and-answer period between the City Council and City Prosecutor, the City Council decided to allow Mr. Esparza to submit both Exhibits A and B as evidence.

As to the live demonstration of the impact driver by Mr. Esparza, City Prosecutor Markus stated: *"I would note that to the extent Mr. Esparza wants to generate audio for you to listen to that the City and staff have not received any notice of, it would only seem appropriate that Council receives into evidence the WAV recordings that I have prepared which will clearly establish the sound of a Dyno versus the sound of an engine."*

The City Council invited Mr. Esparza to submit both as evidence or neither. Mr. Esparza selected to submit neither.

Mr. Esparza continued his presentation stating that he *"was not in violation and was in compliance with California State law (Exhibit H)"* and concluded his presentation.

Mayor Sylvester inquired if Mr. Esparza wished to call any witnesses.

Mr. Esparza responded: "*I am not trying to call witnesses, but I do have people from adjacent buildings to mine that are here."*

City Attorney Lee responded: *"If you want to ask questions of your witnesses, then you would call them as witnesses. If you are not going to ask questions of them, they're just going to be providing general comments to the Council, then they'll come forward during public comment period, so it is up to you."*

The City Council recessed at 8:55 p.m. and reconvened at 9:07 p.m.

Mr. Esparza called on Stacy Poitras, Danny Cricca, and Garrett Petrula as his witnesses.

City Clerk Rodrigues administered the oaths for their testimony.

Mr. Esparza conducted direct examination of each witness.

City Prosecutor Markus cross-examined Mr. Petrula and did not have any questions for the other witnesses.

Mayor Sylvester opened the floor for Council to ask questions of the business owner and his team. Following a question-and-answer period between the Council and the business owner and his team, Mayor Sylvester announced: *"This is the time for any members of the public to speak before the Council."*

City Clerk Rodrigues administered the oath to the following person(s) for their public testimony:

Diane Ricci, Agoura Hills
Jay DiMaggio, Agoura
Maria DiMaggio, Agoura
Joe Vanelli, Agoura Hills

Following public comment, Mayor Sylvester opened the floor for the Council to ask questions and the Council did not ask any questions.

Following a question-and-answer period, Mayor Sylvester announced: *"This is the time for the business owner to respond to or rebut anything presented this evening. Does the business owner wish to speak at this time?"*

Mr. Stewart spoke on behalf of Mr. Esparza, provided a summary, indicated that they had been working to get a resolution to the matter, and asked the City Council *"to not take this gentleman's livelihood. He is a young entrepreneur that works constantly and is, actually, one of the best tuners in his field."*

Councilmember Klein Lopez inquired if the business owner would be open to hearing the WAV recordings to help the Council understand their point of view and confirm (or deny) if the noise is what it (Dyno) sounds like.

City Prosecutor Markus stated that he had some exemplars that could be listened to for context to hear the difference between a dynamometer and a car engine.

Mr. Esparza stated: *"The WAV files from when Mr. Woo was there are labeled and there is an exact file that shows which one it is. I will let you listen to the three when the door is closed because that is how I operate my shop."*

City Prosecutor Markus stated: *"It would take me a second to pull them up…to the extent that the Council feels that listening to WAV files is critical, I do not think there should be any impediment to the Council doing so today because Mr.*

Esparza has waived any concerns he has with respect to time and notice. Alternatively, to the extent that this is likely going to be adjourned for a determination, perhaps we could adjourn and continue the hearing and return in two weeks and between now and then they can listen to whatever they want to listen too. Alternatively, I do not think that they need to be evidence of anything with respect to New Era, you could just hear them for context and if they want to object you could rule on the objection."

City Attorney Lee responded: *"I think what Mr. Markus means by that, is, if it is not evidence, you are not going to rely on that, if you decide to revoke, your resolution is not going to point to this recording...you cannot rely on it for purposes of your decision."*

Mr. Esparza stated: *"I just want to make sure that we rely on the evidence that I provided of the noise."*

Councilmember Klein Lopez stated: *"It would help in context."*

Mr. Esparza replied *"that would be fine."*

Mayor Sylvester polled the Council to determine if they felt they needed to hear the recording to make their decision this evening. It was consensus of the remaining Councilmembers that since it could not be used as evidence, then it would not be persuasive.

City Attorney Lee provided the option: *"If you want to admit it as evidence and they are arguing this is a notice issue, then the way to solve that is to continue it (public hearing). They would be provided the files, they can listen to it, they can hire whomever they want to hire to rebut or whatever and it would be admitted and everyone would listen to it and you would have an opportunity to say why you agree or disagree based on your expert's or your opinion."*

Mr. Esparza stated that he wished to continue by not admitting the WAV files as evidence.

Councilmember Klein Lopez stated: *"To be clear, my question for them was to let us hear it as evidence and they are declining that."*

Mayor Sylvester announced that the request to hear the WAV files was declined by Mr. Esparza.

City Prosecutor Markus made his closing remarks *"Briefly, I want to address this notion of City's law conflicting with state law. The City's laws have nothing to do with vehicles and the laws have nothing to do with each other. State law says that a car cannot exceed 95 dB. The City does not have any restriction, as far as I know, on how loud a car can be. What the City's law says is that activities conducted by a business cannot exceed 65 dB. One has nothing to do with the other. If your business activity involves operating a vehicle, and that vehicle exceeds 65 dB, then you have an obligation to use mitigation to ensure that the*

noise generated by that vehicle does not exceed 65 dB beyond your business. The laws have nothing to do with each other at all and law is what we really have to talk about here because the City's law says that you cannot exceed 65 dB in your business operations. We have expert testimony with significant foundation laid for the conclusions that this dynamometer operation exceeded 65 dB repeatedly, whether the doors are open or shut, it does not matter, it exceeded dB. That is a violation of the code and that is a public nuisance and when there is a public nuisance and the business owner is given an opportunity to cure and does not, it is prima facie evidence that that public nuisance is detrimental to the public health, safety, and general welfare. Mr. Esparza had not rebutted that prima facie showing and even if we did not have the prima facie showing, we have testimony from community residents that his business has impacted their health, their serenity, made them anxious, it has given them headaches, it makes them worry about their ability to continue to provide for themselves because they are at risk of losing clients due to the embarrassment suffered because every time they have a meeting they cannot conclude without the loud noise. So, not-withstanding this prima facie concept, we have direct evidence from community residents that this is having a severe and detrimental impact on their health, safety, and welfare, and when you have a violation of the City's Code that is resulting in a detriment to community residents and business owners' health, safety, and general welfare, the Council has discretion to revoke a business license. Under these circumstances, staff would ask Council to adopt a resolution revoking New Era's business license. I would also note, I apologize for circling back, I would also note that much of Mr. Esparza's presentation has had to do with the Veneklasen report. I have said it before, but I will say it again, the report has nothing to do with this. The expert employed with respect to that report is not the expert before you. The results of that report are not the results before you and that report has nothing to do with the violations that we are talking about because this is an entirely new proceeding. I understand that we have been here several times, but everything that we have done in the past is wholly irrelevant to the issues before us. This is the first hearing on this request to revoke. This is the first hearing on these violations and it is these violations and the testimony of my expert, Mr. Woo, who has stated with 100% certainty that what he measured is the Dyno and the Dyno alone. That is the only thing that is relevant. I have nothing further."

Mayor Sylvester stated: *"Before I close the Public Hearing, do any Councilmembers have questions of staff or the business owner or anyone else? The is the last call for questions. As the City Attorney explained, we are not to ask any questions during the deliberations to ensure that any information we rely on as part of our decision is part of the official record."*

Councilmembers asked questions of staff, the City Prosecutor, and Mr. Woo.

Mayor Sylvester closed the Public Hearing at 10:20 p.m.

Mayor Sylvester opened the floor for deliberations and the City Council concurred that, although they would like to keep him (Mr. Esparza) in business, the business owner was in violation of the Municipal Code and engaged in a lengthy discussion

regarding whether or not to revoke the business license or if a compromise could be implemented amongst the business owners.

Mayor Sylvester asked the Council if they wished to reopen the public hearing or were prepared to make a ruling.

The City Council expressed their desire to make a ruling and Councilmember Klein Lopez stated: "*if we do move to revoke the license, which I am open to, we would just consider a time frame to give Mr. Esparza time to figure out where he might go. Not as immediate as it could be just by coming on Consent, but giving him a little bit of time to figure out what to do next."*

Mayor Sylvester deferred to the City Attorney.

City Attorney Lee stated: *"If you are inclined to revoke, then decide that you are going to revoke, direct staff to prepare a resolution with beefed up findings based on what we have heard in deliberations this evening. We can bring it back on Consent and the Council can determine the effective date of that resolution of revocation. So, whether that is a month, two months, so that is, I think, an option."*

Following further Council discussion, City Attorney Lee stated: *"You can either bring it back in a month and it is effective immediately in a month. That would probably give us staff time to go through the record and revise it or if you want closure, which I understand the desire for that, we can bring it back at the next meeting, but the resolution would state that the effective date of this resolution is, whatever, one month out, whatever date you decide. So, those are your two options."*

City Manager Hamburger stated: *"If that is the Council's desire to bring it back at the next meeting, and the reason I say that is, it is like anything when someone's leaving, we want it to be a good actor, and I hope that the business owner will do that, but if there is time in between, there is a lot more opportunity for bad acting there and problems with the neighbors so, coming back and having agreement what is going to happen during that time period would be helpful for us for enforcement purposes. And, I hope that everybody plays nice together, but I cannot assure that and the longer we keep that open, the more difficult that is."*

There was further Council discussion to determine the effective date of the resolution of revocation.

City Attorney Lee stated: *"So, the way that would be worded is that you would have all the language saying revoking and then, basically, the last section of the resolution would say "this resolution is effective February 28, 2025," but you have staff, Mr. Hamburger, noting what happens if there are unpalatable actions that happen between now and February 28th. It is not going to be effective until February 28th. That is just the Council's discretion."*

Mayor Sylvester requested input from City Manager Hamburger if he felt it should be effective immediately.

City Manager Hamburger responded: *"Not necessarily, I think that if the Council makes the action to revoke the business license that we bring back the resolution at the next meeting. Then, if you want to have a time period, whatever that time period is, a month or whatever that is, so we also have an agreement on what's going to happen during that time period because it is like any employee, right? If they know they are leaving, they are a lot more apt to not really show up, to maybe not follow the rules, not to do what is in the best interest of everybody around for whatever reason and, I just do not want that scenario to blow up between multiple neighbors during that time if that is an issue. So, we can lay out what's going to happen during that time period, we are very clear about that, and if there are violations we have a clear understanding of what is going to happen."*

Mayor Sylvester reopened the Public Hearing at 10:53 p.m. for input from the City Prosecutor.

City Attorney Lee stated: *"The question is whether or not the revocation date is immediate at the next Council meeting or whether, if they build in some wiggle room to give them some time to figure out another plan, locate, whether that's 30 days, 60 days, whether that causes problems from a code enforcement perspective to push out the effective date of the revocation resolution."* City Prosecutor Markus responded: *"No, it does not raise any concerns from me from a code enforcement perspective. I would expect that everyone would act as professionals going forward, regardless of what Council does and I mean everyone with respect to the competing business owners. I would say though, that to the extent that anything occurs we still have the full panoply of enforcement measures available to account for what or what may not occur. No, it does not pose any issue to me to the extent you would want to make a resolution revoking effective at a later date."*

Mayor Sylvester asked Community Development Director Thomas for her opinion.

Community Development Director Thomas responded: *"Code enforcement complaints come in every day and if the business license is already revoked and you are waiting in the period of time for them to vacate the premises, there is the possibility that misdemeanors could occur because every violation of our code is a misdemeanor offense and it could be for the property owner and the business owner and it would be unfortunate if in that 60 to 90-day period of time, we had additional code enforcement complaints that were generating criminal offenses. My recommendation, actually, I support what the City Manager recommended. If we are going to revoke it, my recommendation would be to bring it back next month, or at the next meeting, whichever meeting you all agree to. I would be perfectly willing to give some time. I am not really sure if we can enter into some sort of a compliance agreement that laid out the steps as the City Manager has indicated so that we do not have an issue when we get to February 28, and the premises are still occupied. So, those are my thoughts. I would prefer it to happen, if it is going to happen, to happen now so that we can begin to kind of help people along, but if you choose to give 60 days, I would ask for some sort of compliance agreement or something in your resolution that gives us teeth so that we would have a place to go."*

Mayor Sylvester stated: *"Well, that sounds like we are creating more problems by extending."*

City Attorney Lee stated: *"I will say this, you could adopt the resolution at the next meeting. Have it be effective immediately and then whatever happens after that, the City has prosecutorial discretion. If someone is acting badly, they can act more quickly. If they are not really causing trouble, we, basically, are unofficially giving them a grace period. So, I think from what staff is recommending to adopt a resolution that has the revocation effective immediately gives them the widest range of options in case problems do arise."*

There being no further questions, Mayor Sylvester closed the public hearing at 10:59 p.m.

Following deliberations, Mayor Sylvester announced: *"It appears that a majority of the Council supports revocation. That being the case, I would like to recommend that City Council consider a motion supporting the revocation, but directing the City Attorney to review the records and revise the resolution to include findings from the records to support the revocation. This means we would not adopt the resolution revoking the business license tonight, but a revised resolution with additional findings will be brought back to the City Council at the February 12, 2025, City Council meeting.*

Mayor Sylvester called for a motion and a second to approve the recommendation.

ACTION: Mayor Pro Tem Wolf moved to approve the Mayor's recommendation. Councilmember Anderson seconded. The motion carried 5-0, by the following roll call vote:

AYES: Mayor Sylvester, Mayor Pro Tem Wolf, Councilmember Anderson, Councilmember Anstead, and Councilmember Klein Lopez.

NOES: None.

ABSTAIN: None.

ABSENT: None.

CONTINUED ITEM - DISCUSSION / ACTION

8. Discussion Regarding the Community Wildlife Risk Assessment (CWRA) and Consideration of Approval of the CWRA Community Survey Questions

Following presentation of the staff report, and a question-and-answer period of staff, Mayor Sylvester opened the floor for public comments.

Following distribution of the Agenda Packet, and prior to the City Council Meeting, written correspondence was received from the following persons (listed in the order received), forwarded to the City Council , and made available for public review.

Peter Fehler, Agoura Hills, representing the Agoura Hills Fire Safe Council
Jay Crutcher, Agoura Hills, Agoura

The following person(s) spoke:

Peter Fehler, Agoura Hills, representing the Agoura Hills Fire Safe Council
Jay Crutcher, Agoura Hills, Agoura

Following discussion, the City Council reached unanimous consensus *(Sylvester, Wolf, Anderson, Anstead, Klein Lopez)* to continue this item to a later date to allow the subcommittee the opportunity to consider feedback and update the survey.

CITY COUNCIL, STAFF COMMENTS

Director of Community Services Brink announced the Ladyface Mountain Film Festival would be held at the Regency Theater and the Event Center from February 6-8, 2025, and invited the community to purchase tickets and attend the inaugural event.

Councilmember Anderson shared personal remarks on the devastation caused by the Palisades Fire.

Councilmember Klein Lopez recognized the passing of Atis "Pete" Petersons, affectionately known as "Mr. Pete," her former 12th-grade government teacher at Agoura High School, shared the family's obituary highlighting his life and career as an educator and coach, offered condolences to his family, noting he would be "*deeply missed, but forever cherished*."

Mayor Sylvester spoke about the passing of retired Willow Elementary School Plant Manager, Peter John Thomson, known as "Mr. Pete," shared a personal tribute honoring his life and career, noting that her children had attended the school where she had also led the Kids FACE Club, and, as he was a Liverpool Football Club supporter, said, *"Mr. Pete, you'll never walk alone."*

ADJOURNMENT

At 11:29 p.m., Mayor Sylvester announced the next Regular City Council Meeting would be held at 6:00 p.m., on Wednesday, February 12, 2025, in the Council Chambers of the Civic Center. The Civic Center is located at 30001 Ladyface Court, Agoura Hills, California, and adjourned the meeting in honor of both "Mr. Petes."

Kimberly M. Rodrigues, MPPA, MMC
City Clerk

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**FEBRUARY 11, 2026**
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. 945**

Demand Warrant Register No. 945 is hereby submitted for your approval.

FISCAL IMPACT

All items on the Demand Warrant Register 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 Register No. 945.

Attachments

Demand Warrant Register No. 945.pdf

February 11, 2026

DEMAND WARRANT REGISTER NO. NINE HUNDRED FORTY-FIVE

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 Register No. 945 is a full, true, and correct statement.

Nathan Hamburger, City Manager

Demand Warrant Register No. 945

AGOURA HILLS

Payment Date	Number	Vendor Name	Description	Payment Amount
1/23/2026		Payroll	Payroll & Vendor Payments	**209,695.64**
01/29/2026	119266	Agromin	Compost/Cover Mulch	16,572.29
01/29/2026	119267	All City Management	Crossing Guard Services 1/4/26 - 1/17/26	9,823.49
01/29/2026	119268	Alliant Insurance Svc	Special Event Liability Q3 2025	1,846.00
01/29/2026	119269	American Family Care	TB Testing 12/01/2026	40.00
01/29/2026	119270	Andrew Heath	Financial Consulting Services 12/8/25 - 1/26/26	4,347.50
01/29/2026	119271	Base Hill, Inc.	Cleaning Service Dec 2025 Rec	5,908.42
01/29/2026	119272	BlueTriton Brands Inc	Water	117.89
01/29/2026	119273	Bureau Veritas America	Plan Review/Permit Technician/Solar Projects Dec 2025	8,676.00
01/29/2026	119274	Burns Pacific Construction	Maintenance Services Oct/Nov/Dec 2025	164,422.16
01/29/2026	119275	Capital Industrial Medical Supply Co.	Medical Supplies	440.77
01/29/2026	119276	City of Thousand Oaks Finance/Cashier	Dial-A-Ride Services November 2025	10,383.28
01/29/2026	119277	Conejo Awards	Chamber Nameplates Staff/Council	225.23
01/29/2026	119278	CoStar Realty Information, Inc.	CoStar Suite Oct/Dec 2025, Jan 2026	2,985.00
01/29/2026	119279	County of Los Angeles Department of Public Works	Inspection/Permit Services TS Maint DDG Dec 2025	10,589.28
01/29/2026	119280	Cr Print	Letterhead	523.51
01/29/2026	119281	Department Of Justice	Fingerprinting Dec 2025	98.00
01/29/2026	119282	Dept Of Animal Care & Control	Animal Control Services Nov 2025	17,289.62
01/29/2026	119283	Dfm Associates	2026 California Elections Code	75.08
01/29/2026	119284	Executive Facilities Services, Inc	Cleaning Services Jan 2026	2,930.76
01/29/2026	119285	Facilitron Inc.	Tennis Court Reservation 2/17/26 -6/09/26	3,159.85
01/29/2026	119286	Fedex	Shipping Charges	83.98
01/29/2026	119287	Gabriel M. Graham	COG Homeless Outreach Coordinator Jan 2026	8,090.00
01/29/2026	119288	Holly Anderson	Refund Class Cancelled	5.00
01/29/2026	119289	Jessica Flores	COG Administrative Services Jan 2026	3,000.00
01/29/2026	119290	Kimley Horn & Assoc.	Professional Services Pavement Rehab	99,174.00
01/29/2026	119291	Larry Walker Associates	Professional Services Dec 2025	190,285.43
01/29/2026	119292	Los Angeles County Sheriff's	Sheriff Services Dec 2025	481,595.24
01/29/2026	119293	Michael Baker International, Inc.	Professional Services Kanan Corridor Nov 2025	11,012.50
01/29/2026	119294	MissionSquare Retirement	RHS Account Fees 10/1/25 - 12/31/25	106.25
01/29/2026	119295	Ori Weiss	Refund Security Deposit	1,960.75
01/29/2026	119296	Pasadena Playhouse	Senior Excursion Pasadena Playhouse 02/14/2026	1,168.00
01/29/2026	119297	Pitney Bowes Inc	Supplies - E-Z Seal	81.97
01/29/2026	119298	Ray-Mac Painting, Inc.	Painting Council Chambers & Lobby	23,599.00
01/29/2026	119299	Reserve Account Pitney Bowes	Postage 10715282	1,000.00
01/29/2026	119300	Richards, Watson & Gershon	Professional Services Dec 2025	40,130.05
01/29/2026	119301	Ricoh USA, Inc	Copier Usage Dec 2025	1,098.56
01/29/2026	119302	SaberDome Corp	AT&T & Firewall Support Converge to CH move	3,250.00
01/29/2026	119303	Senior Concerns	Senior Advocacy Services Dec 2025	833.00
01/29/2026	119304	Solid Waste Solutions, Inc.	Solid Waste Franchise Agreement AB939	2,014.50
01/29/2026	119305	Southern California Gas Comp	Utilities 12/05/25 - 01/07/26	1,961.09
01/29/2026	119306	Spectrum Enterprise	Cable Services 01/03/26 - 02/02/26	402.98
01/29/2026	119307	Staples	Supplies	827.59
01/29/2026	119308	Tim Dickinson	Refund Class Cancelled	5.00
01/29/2026	119309	Vincent Flores-Perez	Refund Security Deposit 01/10/26 Event	1,000.00
01/29/2026	119310	Vivian Rescalvo	Professional Services COG Jan 2026	13,262.58
01/29/2026	119311	Waste Management	Green/Yard Waste Disposal 40 YD Rolloff	2,238.76
01/29/2026	119312	West Coast Arborists, Inc	Tree Maintenance/Emergency Response	6,035.36
01/29/2026	119313	West Coast Promotional Solutions	Rec Volunteer Gifts	4,708.77
01/29/2026	119314	Willdan	Professional Services	11,124.45
			Total	**$ 1,170,508.94**
	ACH Payment			
01/29/2026	DFT0007459	Spare Labs Inc.	Dial-A-Ride Services Platform Dec 2025	18,291.71
			Total	**$ 18,291.71**
			Grand Total	**$ 1,398,496.29**

Demand Warrant Register No. 945

PASSED, APPROVED, AND ADOPTED this 11th day of February 2026, by the following vote to wit:

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

_____
Jeremy Wolf, Mayor

ATTEST:

_____
Kimberly M. Rodrigues, City Clerk

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**FEBRUARY 11, 2026**
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:	**APPROVE AWARD OF A DESIGN PROFESSIONAL CONSULTANT SERVICES AGREEMENT, WITH RICK ENGINEERING COMPANY, FOR THE LAKE LINDERO REHABILITATION STUDY**

As part of their goals for Fiscal Year 2025-26, the City Council included a study to evaluate potential ownership and management options for Lake Lindero that would improve water quality and community value. The study would serve as an initial step, focused on data gathering and public outreach intended to investigate potential approaches to address water quality challenges, such as lake treatment options, or channelizing a majority of the flow to create a park; or transforming the lake to an emergent wetland habitat with potential public access amoug other options.

On December 9, 2025, the City received proposals from two (2) prospective firms: Craftwater and Rick Engineering Company. A selection committee was formed, comprised of City staff. After reviewing and evaluating the proposals, it was determined that Rick Engineering was the most experienced and qualified company based on the following criteria:

- Responsiveness to the terms, conditions, and items of execution
- Presentation, completeness, and thoroughness of the proposal
- Grasp of the scope and services to be performed
- Innovative design alternatives
- Qualification and experience of key personnel.
- Firm's related experience and approach with this type of work.

Staff previously worked with Rick Engineering Company to complete the Citywide Creek Naturalization Study in November 2024, and was highly satisfied with the consultant's performance. It is anticipated the study will take approximately ten (10) months to complete pending City Council approval.

FISCAL IMPACT

The proposed agreement contains a not-to-exceed amount of $89,200. The Fiscal Year 2025-26 Budget appropriated $75,500 in the Public Works Department's Measure W-Local Account (065-4610-5520.46). Staff is recommending the City Council appropriate an additional $13,700 of Measure W Funds to the proposed Fiscal Year 2026-27 Budget to fund these efforts.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Design Professional Services Professional Consultant Services Agreement with Rick Engineering Company for the Lake Lindero Rehabilitation Study; and
2. Appropriate $13,700 of Measure W- Local Funds in the proposed Fiscal Year 2026-27 Budget to the Lake Lindero Rehabilitation Study; for a total project budget of $89,200.

Attachments

Rick Engineering Design Professional Consultant Agreement- Lake Lindero Rehab Study- Consultant Signature.pdf

Docusign Envelope ID: DDC28894-86C1-4C10-9EA2-3B3105F007A3

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Rick Engineering Company
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Brendan Hastie, P.E.
CONSULTANT'S ADDRESS:	24501 Townn Center Dr. Ste. 103 Valencia, CA 91355
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	February 11, 2026
TERMINATION DATE:	February 11, 2027
CONSIDERATION:	Contract Price Not to Exceed: $89,200

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

_____

_____

_____

_____

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

Docusign Envelope ID: DDC28894-86C1-4C10-9EA2-3B3105F007A3

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF AGOURA HILLS AND RICK ENGINEERING COMPANY

THIS AGREEMENT is made and effective as of February 11, 2026, between the City of Agoura Hills, a municipal corporation ("City") and Rick Engineering Company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on February 11, 2026, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 11, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant 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, Consultant 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 Consultant 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 Eighty Nine Thousand Two Hundred Dollars and Zero Cents ($89,200.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. 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.

C. Consultant 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

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

D. Consultant 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 Consultant's fees, it shall give written notice to Consultant 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, Consultant 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 consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant 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 Consultant 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 Consultant will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

6. DEFAULT OF CONSULTANT

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

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant 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 Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of

Docusign Envelope ID: DDC28894-86C1-4C10-9EA2-3B3105F007A3

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. Consultant 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. Consultant 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. Consultant 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 Consultant. With respect to computer files containing data generated for the work, Consultant 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

A. Indemnity for Design Professional Services. In the connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent consultants in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of its professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 8.a. above, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or

omissions of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 8.b. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant'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 Consultant, 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 Consultant 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 Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant 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 Consultant's profession.

B. Minimum Limits of Insurance. Consultant 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 Consultant arising out of or in connection with

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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; or the Consultant 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 Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. 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 Consultant'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 Consultant'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.

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4) The Consultant'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. Consultant 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.

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. **Consultant 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 CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant'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. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant 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

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any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents.

B. Consultant 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. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel 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. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant'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 Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant 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, Consultant and any of its officers, employees, agents, and subconsultants 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. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as

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independent consultants 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 Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

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. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant 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, Consultant 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. Consultant 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 consultants 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 Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Consultant 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 Consultant 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 Consultant to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant

without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, 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 Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants 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 within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 Consultant:	Rick Engineering Company 24501 Town Center Dr. Ste 103 Valencia, CA 91355 Attention: Brendan Hastie, P.E.

15. ASSIGNMENT

The Consultant 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, Consultant's sole compensation shall be payment

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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 Consultant.

16. LICENSES

At all times during the term of this Agreement, Consultant 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 Consultant 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 Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant 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 Consultant or Consultant's sub-consultants on this project. Consultant 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 agreements, 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 Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. In lieu of a handwritten or wet signature from the Consultant, the City may electronically process and execute this Agreement and request that the Consultant 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.

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

CITY OF AGOURA HILLS

_____
Jeremy Wolf,
Mayor

ATTEST:

_____
Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council _____

APPROVED AS TO FORM:

_____
Candice K. Lee,
City Attorney

CONSULTANT

Rick Engineering Company
24501 Town Center Drive, Ste 103
Valencia, CA 91355
Brendan Hastie, P.E.
bhastie@rickengineering.com

DocuSigned by:
By: Don Druse
90F95459511641F...
Name: Don Druse
Title: Principal

Signed by:
By: Brendan Hastie
7530233518B4B0...
Name: Brendan Hastie
Title: Principal

[Signatures of Two Corporate Officers Required]

Docusign Envelope ID: DDC28894-86C1-4C10-9EA2-3B3105F007A3

EXHIBIT A

TASKS TO BE PERFORMED

Docusign Envelope ID: DDC28894-86C1-4C10-9EA2-3B3105F007A3

Scope of Work

Task 1: Project Management, Meetings, and Coordination

This task includes project management, general meetings, and coordination with the City (on an as-needed basis). This assumes each meeting will include 2 hours for preparation and meeting time for two Consultants, and 1 hour for preparing and finalizing meeting minutes for the project PM. The Consultants will attend up to five meetings as follows:

- Kick-off meeting
- Team meetings (up to 2 meetings)
- Meeting with Public Works Subcommittee (includes 4 hours of additional preparation)
- Meeting with City Council (includes 4 hours of additional preparation)

This task assumes that monthly project tracking and coordination will be required for the duration of the project at approximately 1.5 hours per month on average.

Deliverables:

- Meeting Agendas
- Meeting Minutes
- Monthly Invoices

Task 2: Existing Condition Assessment

RICK will work closely with the City and LLHOA to develop an assessment of the existing condition of Lake Lindero. The assessment will summarize the following readily available information in a technical memorandum:

- Historic Water Quality in Lake Lindero
- Environmental Impact, including frequency of fish kills and algae blooms.
- Community Impacts
- Historic and Current Maintenance Requirements
- Current costs to maintain Lake Lindero

It is assumed that the LLHOA will be able to provide historical water quality data, maintenance requirements, and costs. The technical memorandum will guide the research into other similar case studies to investigate alternative solutions to the water quality challenges in the lake. This comprehensive document will provide a foundation for understanding the lake's current state and inform future decision-making processes. By leveraging this detailed assessment, RICK aims to identify the most effective and sustainable strategies for improving Lake Lindero's water quality and community value. The Existing Conditions Assessment is intended to inform future phases of work and support the City's evaluation of potential ownership, management, and rehabilitation pathways.

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Deliverables:

- Draft Existing Conditions Assessment Summary Memorandum
- Final Existing Conditions Assessment Summary Memorandum

Task 3: Case Studies and Potential Alternatives

RICK will undertake a focused investigation of relevant case studies to identify potential approaches for improving water quality in Lake Lindero. This effort will include review of documented success stories from municipalities and agencies that have addressed similar lake water quality challenges. Case studies will be evaluated to understand applicable strategies, implementation considerations, and observed outcomes, with emphasis on technical feasibility, maintenance implications, cost considerations, and environmental performance.

As part of this task, Larry Walker Associates (LWA) will support the team to provide continuity with the City's ongoing NPDES program and regulatory framework. LWA's long-standing involvement with the City's NPDES compliance efforts will help the City understand how potential lake management or rehabilitation approaches may align with, support, or affect existing regulatory obligations and water quality objectives.

Based on the findings from the Existing Conditions Assessment (Task 2) and the case study review, RICK will prepare a draft and final Case Study Summary and Screening-Level Recommendations to support City review and discussion. These materials will allow the City to identify which approaches may warrant further consideration or future evaluation.

In addition, RICK will develop high-level conceptual visualizations of representative potential alternatives informed by Task 2 findings. These visualizations are intended for communication and discussion purposes only and will illustrate general concepts rather than detailed designs. The visuals will support City and community understanding of possible directions and provide a foundation for future decision-making and phased implementation.

Deliverables:

- Draft Case Studies Summary and Recommendations
- Final Case Studies Summary and Recommendations
- Potential Alternatives Storyboard

Task 4: Public Outreach

Given the high profile of the water quality issues at Lake Lindero in Agoura Hills and the impacts on the community, RICK will support an initial meeting with the LLHOA. At this meeting, RICK representatives would present detailed information on the current state of the lake's water quality, the challenges faced, and the importance of community involvement. This meeting would serve as a platform for HOA members and other community members to voice their concerns, ask questions, and provide feedback on potential alternatives for the lake. A second follow-up meeting would be scheduled at the completion of the project to outline the findings of the rehabilitation

Docusign Envelope ID: DDC28894-86C1-4C10-9EA2-3B3105F007A3

study and provide an overview of potential alternatives the City may pursue. The City will lead the public outreach effort, and the RICK Team will serve as a technical resource.

Deliverables:

- Meeting Materials

PROJECT SCHEDULE & BUDGET

Overall costs invoiced to the City for services provided under this task order are not to exceed $89,200. Work on this task order shall be completed 10 months after the project's notice to proceed.

PROJECT SCHEDULE :

Work is anticipated to be completed within 10 months following NTP as outlined in Table 3. During the project kick-off meeting a detailed schedule will be provided.

Task	Task Description	Deliverable	Due Date
1	Project Management, Meetings, and Coordination		On-going
2	Existing Condition Assessment	Draft Existing Conditions Assessment Summary Memorandum	2 months after NTP
		Final Existing Conditions Assessment Summary Memorandum	3 months after NTP
3	Cases Studies and Potential Alternatives	Draft Case Studies Summary and Recommendations	5 months after NTP
		Final Case Studies Summary and Recommendations	6 months after NTP
		Potential Alternatives Storyboard	8 months after NTP
4	Public Outreach	Meeting Materials	1 week before each public meeting for City review

Docusign Envelope ID: DDC28894-86C1-4C10-9EA2-3B3105F007A3

			Assume that the last meeting will be held 9-10 months after NTP and 1 month after Potential Alternatives Storyboard.
	TOTAL		**10 months**

Docusign Envelope ID: DDC28894-86C1-4C10-9EA2-3B3105F007A3

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Cost Loaded Work Plan
City of Agoura Hills
Professional Engineering Services for the Lake Lindero Rehabilitation Study

		RICK ENGINEERING COMPANY									TOTAL
	Labor Classification	Principal (WR)	Project Manager	Water Resources Designer	Graphic Artist	RICK Labor Cost	Reimbursable Expenses	RICK Total Cost	Subconsultant - GEI Consultants	Subconsultant - LWA	Total Cost
Task	**Billing Rates**	**$300**	**$260**	**$175**	**$180**						
TASK 1. PROJECT MANAGEMENT, MEETINGS, AND COORDINATION											
Kick-Off Meeting		2	2	2		$1,470		$1,470			$1,470
Team Meetings (up to 2 meetings)		2	4	4		$2,340		$2,340			$2,340
Meeting with Public Works Subcommittee		2	4	8		$3,040		$3,040			$3,040
Meeting with City Council		2	4	8		$3,040		$3,040			$3,040
Project Management & Coordination			15			$3,900		$3,900			$3,900
Task 1 Sub-Total		**8**	**29**	**22**	**0**	**$13,790**	**$0**	**$13,790**	**$0**	**$0**	**$13,790**
TASK 2. EXISTING CONDITIONS ASSESSMENT											
Review Existing Conditions			6	8		$2,960		$2,960	$2,000	$2,800	$7,760
Draft Technical Memorandum		1	2	16	4	$4,340		$4,340	$3,500	$1,500	$9,340
Final Technical Memorandum		1	2	8	4	$2,940		$2,940	$2,500	$1,200	$6,640
Task 2 Sub-Total		**2**	**10**	**32**	**8**	**$10,240**	**$0**	**$10,240**	**$8,000**	**$5,500**	**$23,740**
TASK 3. CASE STUDIES AND POTENTIAL ALTERNATIVES											
Research Case Studies and Evaluate Potential Alternatives		1	2	24		$5,020		$5,020	$7,000	$1,800	$13,820
Draft Case Studies Summary and Recommendations		1	2	16	4	$4,340		$4,340	$5,000	$1,500	$10,840
Final Case Studies Summary and Recommendations		1	2	8		$2,220		$2,220	$2,000	$1,200	$5,420
Potential Alternatives Story Board			16	16	4	$7,680		$7,680			$7,680
Task 3 Sub-Total		**3**	**22**	**64**	**8**	**$19,260**	**$0**	**$19,260**	**$14,000**	**$4,500**	**$37,760**
TASK 4. PUBLIC OUTREACH											
HOA/Community Meeting and Preparation (2 meetings)		2	16	16	16	$10,440	$470	$10,910	$3,000		$13,910
Task 4 Sub-Total		**2**	**16**	**16**	**16**	**$10,440**		**$10,910**	**$3,000**	**$0**	**$13,910**
Total Project Hours		**15**	**77**	**134**	**32**						
Total Project Cost		**$4,500**	**$20,020**	**$23,450**	**$5,760**	**$53,730**	**$0**	**$54,200**	**$25,000**	**$10,000**	**$89,200**

Docusign Envelope ID: DDC28894-86C1-4C10-9EA2-3B3105F007A3

CITY OF AGOURA HILLS

REPORT TO CITY COUNCIL

DATE:	**FEBRUARY 11, 2026**
TO:	**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
FROM:	**NATHAN HAMBURGER, CITY MANAGER**
SUBJECT:	**ADOPTION OF ORDINANCE 26-484; AMENDING SECTION 2900 OF CHAPTER 9 OF ARTICLE II OF THE AGOURA HILLS MUNICIPAL CODE TO ADJUST COMPENSATION FOR CITY COUNCIL MEMBERS**

At the regularly scheduled City Council meeting on January 28, 2026, the City Council held a noticed public hearing and, by a vote of 5-0, waived full reading and introduced Ordinance No. 26-484 (Amending compensation for City Council Members).

Consistent with Senate Bill (SB) 329, Ordinance 26-484, meets the requirements as set forth and will not take effect until after the November 3, 2026 election certification.

FISCAL IMPACT

If adopted, there is no financial impact to the Fiscal Year 2025-26 adopted Budget and would have a financial impact of $16,500 for Fiscal Year 2026-27, which would be accounted for and included in the mid-cycle budget update.

RECOMMENDATION

Staff respectfully recommends the City Council adopt Ordinance No. 26-484; amending Section 2900 of Chapter 9 of Article II of the Agoura Hills Municipal Code to Adjust Compensation for City Council Members.

Attachments

Ordinance No. 26-484; Amending the Agoura Hills Municipal Code Updating Compensation for City Council Members-adoption.pdf

ORDINANCE NO. 26-484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING SECTION 2900 (COMPENSATION) OF CHAPTER 9 (CITY COUNCIL) OF ARTICLE II (ADMINISTRATION) OF THE AGOURA HILLS MUNICIPAL CODE TO ADJUST COMPENSATION FOR CITY COUNCIL MEMBERS

WHEREAS, effective January 1, 2024, SB 329 revised Government Code Section 36516 to permit general law cities, such as the City of Agoura Hills ("City"), to increase the maximum compensation amounts payable to members of the City Council up to a statutory limit based on city population; and

WHEREAS, Senate Bill (SB) 329 was adopted to "reset" city council salaries to take into account that the salary amounts listed in the Government Code had not been revised in 40 years (*i.e.*, since 1984) and thus had not kept pace with inflation. Moreover, in adopting SB 329, and the State Legislature found and declared that allowing cities to adjust council member salaries would assist city councils become more diverse and would encourage more persons to consider public service as council members because increased compensation could help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families; and

WHEREAS, California Government Code Section 36516 provides a method by which salaries for members of a city council are established based on city population; and

WHEREAS, according to the 2020 United States Census and the California Department of Finance, the City of Agoura Hills has an estimated population of 19,904; and

WHEREAS, under SB 329, city council monthly salaries in cities with populations under 35,000 can be up to $950; and

WHEREAS, pursuant to Ordinance No. 113 (1986), Agoura Hills City Council Members currently receive $300 per month in salary; and

WHEREAS, compensation paid to City Council Members has not been changed since 1986, which is a period of 40 years; and

WHEREAS, California Government Code Section 36516.5 provides that a change in salary for each city council member does not take effect until one or more members of the city council begins a new term in office; and

WHEREAS, the new salary for each City Council Member would go into effect beginning on the date on which a City Council Member is sworn into office after the general municipal election date of November 3, 2026; and

WHEREAS, at the City Council of the City of Agoura Hills meeting of November 12, 2025, a public discussion item was presented, and directions were provided to staff to prepare a duly noticed public hearing; and

WHEREAS, at the regular council meetings on January 28, 2026 and February 11, 2026, the City Council of the City of Agoura Hills considered the Ordinance in open session as required by law; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the recitals of this Ordinance are true and correct and are incorporated herein as if set forth in full.

Section 2. Pursuant to Government Code Section 36516(g)(2), the City Council makes the following findings demonstrating the need for the increased compensation as follows: (a) the statewide compensation schedule for city council members of general law cities, which includes the City of Agoura Hills, has not been adjusted since 1986, meaning that city council compensation has not kept pace with inflation; (b) California has had an approximate 300% increase in the cost of living since 1986; (c) the privilege to serve on the city council requires the expenditure of significant time during weekdays and weekends to attend meetings of the City as well as other meeting assignments as well as attend events in the community; (d) city council service also involves time and work in reviewing staff reports, other agenda reports, legal documents, and state legislation that would impact the city; attending to representative assignments at regional government body meetings; staying informed on current local and state issues; and reviewing financial materials, budgets and reports among the many duties of a council member; and (e) increasing city council compensation will reflect the time and work being performed by members of the city council but more importantly, will create opportunities to assist the City in encouraging that its council become more diverse as stated by the findings of Senate Bill 329 and that increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support themselves and their families.

Section 3. Section 2900 (Compensation) of Chapter 9 (City Council) of Article II (Administration) of the Agoura Hills Municipal Code is hereby amended to read as follows:

"2900. – Compensation

Each member of the city council shall receive as salary the sum of eight hundred and fifty dollars ($850) per month as set forth in California Government Code Section

36516. Such salaries shall be payable at the same time and in the same manner as salaries are paid to other officers and employees of the city."

Section 4. Severability Clause. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or circumstances, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsections, subdivision, paragraph, sentence, clause, phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 5. Effective Date. Pursuant to California Government Code Section 36516.5, the adjustment in compensation for all City Council members provided by this Ordinance shall not take effect until the commencement of the terms of any new City Council members or re-elected City Council members following the general municipal election to be held in November 2026. Ordinance No. 113 shall be repealed as of the date such adjustment in compensation takes effect.

Section 6. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 11th day of February, 2026, by the following vote to wit:

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

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Jeremy Wolf, Mayor

ATTEST:

_____
Kimberly M. Rodrigues, MMC, City Clerk

APPROVED AS TO FORM:

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Candice K. Lee, City Attorney