BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE
BELL CANYON, CALIFORNIA 91307

REGULAR MEETING
OF THE BOARD OF DIRECTORS
DATE/TIME:

General Manager is inviting you to a scheduled Zoom meeting.

Topic: Regular Meeting
Time: Oct 19, 2026 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/99338074896?pwd=UolRFf6YS6lW5Zjq4abSHxqOqQdWVz.1

Meeting ID: 993 3807 4896
Passcode: 218578

AGENDA

In accordance with Government Code Section 54954, notice is hereby given that the Board of Directors of the Bell Canyon Community Services District will hold a regular meeting at 7:00 PM on Monday, October 19, 2026, at 30 Hackamore Lane, Bell Canyon, California in the Community Center to consider those items set forth in the following agenda, except in accordance with Government Code Section 54954.2[b]. The Board reserves the right to modify the order in which items are heard.

This meeting will be held in-person at the location identified above, and The District welcomes any member of the public to attend the meeting. Any non-resident who wishes to attend in-person can, upon their arrival at the front gate, inform gate personnel of their attendance at the District's meeting. No pre-registration is required.

As a courtesy, the District is offering Zoom access so members of the public can watch or listen to the meeting remotely. Technical problems may occur. **Please note that public participation through Zoom is limited and will only be available when allowed by the Brown Act (Government Code § 54953)**, such as during declared emergencies or other authorized teleconferencing situations. Outside of such situations, virtual meeting attendees who wish to provide public comment on agenda and/or non-agenda items, have the option of submitting their comment(s) in writing via email to the Secretary of the Board up to two hours prior to the scheduled meeting at gm@bellcanyoncsd.ca.gov. Please indicate in the email subject line the Agenda item number. Viewing and attendance is accessible via the Zoom link identified above.

Agenda Materials
The complete agenda for this meeting is available at https://bellcanyoncsd.ca.gov and at the District Office, 30 HACKAMORE LANE, SUITE #2B, BELL CANYON, CA 91307. Any materials submitted to the legislative body after distribution of this agenda will be available for public inspection at the District Office and available on the web site. Requests for agenda materials or meeting participation assistance can also be made by email to gm@bellcanyoncsd.ca.gov.

Americans with Disabilities Act (ADA) Accommodations
In compliance with the ADA, any person with a disability who requires accommodation in order to participate in a meeting should contact the District Office at gm@bellcanyoncsd.ca.gov to request accommodation. The District will use its best efforts to provide reasonable accommodation related to the meeting.

Per Government Code Section 54954.3, every agenda for a special meeting of the Board of Directors shall provide an opportunity for members of the public to directly address the legislative body on any item listed on this agenda, provided that no action shall be taken on any item not appearing on the agenda unless that action is otherwise governed by Government Code Section 54954.2[b]. Public forum will be conducted as the first item of business.

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Public comments on Agenda and Non-Agenda Items.**

   In accordance with Government Code Section 54954.3, every agenda for a regular meeting of the Board of Directors shall provide an opportunity for members of the public to directly address the legislative body on any agenda item or on any non-agenda items within the jurisdiction of the Board of Directors. This agenda item provides that opportunity at this time. There will be no opportunity for public comments after the close of this agenda item. For public comments on non-agenda items, the determination of whether the item is within the jurisdiction of the Board of Directors is made solely by the presiding public official, who is the President of the Board of Directors if in attendance. No action shall be taken on any item not appearing on the agenda unless that action is otherwise governed by Government Code Section 54954.2[b].

   Rules of behavior at the Board Meeting.
   For any person to speak, they must be recognized by the Presiding Officer and passed the microphone so they can be heard on Zoom. Members of the public in the audience must come to the podium to speak. You will be notified when it is time to come to the podium. All public speakers will be allotted a maximum of 3 minutes.

   Disruptive behavior will not be tolerated at the Board Meeting. The District reserves the right to remove anyone engaging in disruptive behavior from the meeting.

4. **Approval of the Agenda –** Motion to approve agenda.
5. **Consent Calendar (Roll Call Vote)**

   5A. Approval of the 8/17/26 Regular Meeting Minutes and 9/8/26 Special Meeting Minutes. Motion to approve the minutes. See agenda packet.

   5B. August 2026 and September 2026 financials. Informational Item. Receive and file monthly financial reports. See agenda packet.

6. MOTION ITEMS

6A. BURKE, WILLIAMS & SORENSON, LLP Representation Agreement. See agenda packet. Motion to approve BURKE, WILLIAMS & SORENSON, LLP Representation Agreement. See agenda packet.

6B. Approve one of the two proposals to pave the driveway to the vacant lot. Motion to approve one of the two proposals to pave the driveway to the vacant lot. See agenda packet.

6C. Approve Independent Contractor Agreement for Event Planner. Motion to approve Independent Contractor Agreement for Event Planner. See agenda packet.

6D. Approve hosting a Meet the Candidates event. Motion to approve hosting a Meet the Candidates event. See agenda packet.

6E. Approve deleting Board Meeting videos after meeting minutes are completed or 90 days, whichever comes first. Motion to approve deleting Board Meeting videos after meeting minutes are completed or 90 days, whichever comes first. See agenda packet.

7. DISCUSSION ITEMS

7A. Public Participation under the Brown Act. Discussion and direction to staff; no action will be taken

8. GENERAL MANAGER UPDATES. Informational items and discussion.

8A. Update on District-owned parcel at 8 Bell Canyon Road (APN 685-0-060-235): Ventura County Code Compliance Case CV25-0603, including the County's Zoning Verification Letter (Case No. SV26-0023), Notice of Imposition of Civil Administrative Penalties, the District's Request for Stay of Penalties, and Appeal of Penalty Amount. *Informational only; no action will be taken.*

8B. Clean Up Day is November 21, 2026.

9. OPTIONAL DIRECTOR UPDATES. Informational items and discussion.

10. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to litigation pursuant to subdivision (d)(2) and (e)(1) of Government Code Sections 94956.9: One matter

11. NEXT MEETING

The next Regular meeting is on Monday, November 16, 2026, at 7 PM.

12. ADJOURMENT

BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE
BELL CANYON, CALIFORNIA 91307

MINUTES OF BELL CANYON CSD REGULAR MEETING ON AUGUST 17, 2026

In accordance with Government Code Section 54954, Notice is hereby given that the Board of Directors of the Bell Canyon Community Services District held a Regular Meeting at 7:00PM on Monday, August 17, 2026, to consider those items set forth in the posted agenda, except in accordance with Government Code Section 54954.2(b). Please note that the Board reserved the right to modify the order (listed in the agenda) in which items were heard.

1. **Call to Order and Roll Call**: The meeting was called to order at 7:00 PM. Directors present were Julie De St. Jean, Adrienne Brutsman, Peter Machuga, Shelby Linka and Norton Alderson. Walter Kelly, General Manager, was present.

2. **Pledge of Allegiance**

3. **Open Forum Discussion**
   No public comments.

4. **Motion to approve the agenda**
   P. Machuga moved to approve the agenda and separating 5A and 5B into separate approval items. J. De St. Jean seconded. The motion passed as follows:
   Ayes: J. De St. Jean, S. Linka, N. Alderson, A. Brutsman, P. Machuga
   Noes:
   Abstain:
   Absent:

5. **Motion to approve the 7/20/2026 Regular Meeting minutes**
   J. De St. Jean moved to approve the 7/20/2026 Regular Meeting minutes. N. Alderson seconded. The motion passed as follows:
   Ayes: J. De St. Jean, S. Linka, N. Alderson, A. Brutsman, P. Machuga
   Noes:
   Abstain:
   Absent:

6. **Motion to approve the July 2026 financials and July 2026 credit card logs**
J. De St. Jean moved to approve July 2026 financials and July 2026 credit card logs. N. Alderson seconded. The motion passed as follows:
Ayes: J. De St. Jean, S. Linka, N. Alderson, A. Brutsman
Noes: P. Machuga
Abstain:
Absent:

7. **Motion to table the approval of the 2026 Halloween line-item budget**
N. Alderson moved to table the 2026 Halloween line-item budget. P. Machuga seconded. The motion passed as follows:
Ayes: J. De St. Jean, S. Linka, N. Alderson, A. Brutsman, P. Machuga
Noes:
Abstain:
Absent:

8. **Motion to table the approval of one of the three proposals to pave the vacant lot driveway**
S. Linka moved to table the approval of one of the three proposals to pave the vacant lot driveway. A. Brutsman seconded.
The motion passed as follows:
Ayes: J. De St. Jean, S. Linka, N. Alderson, A. Brutsman, P. Machuga
Noes:
Abstain:
Absent:

9. **Motion to adjourn**
S. Linka moved to adjourn the meeting. N. Alderson seconded. The motion passed as follows:
Ayes: J. De St. Jean, S. Linka, N. Alderson, A. Brutsman, P. Machuga
Noes:

Abstain:
Absent:

10. Next meeting

The next regular meeting will be on Monday, September 21, 2026, at 7:00 PM

11. Adjournment

The meeting was adjourned at 7:50 PM.

BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE
BELL CANYON, CALIFORNIA 91307

MINUTES OF BELL CANYON CSD SPECIAL MEETING ON SEPTEMBER 8, 2026

In accordance with Government Code Section 54954, Notice is hereby given that the Board of Directors of the Bell Canyon Community Services District held a Special Meeting at 7:00PM on Tuesday, September 8, 2026, to consider those items set forth in the posted agenda, except in accordance with Government Code Section 54954.2(b). Please note that the Board reserved the right to modify the order (listed in the agenda) in which items were heard.

1. **Call to Order and Roll Call**: The meeting was called to order at 7:00 PM. Directors present were Julie De St. Jean, Norton Alderson, Adrienne Brutsman and Shelby Linka. Walter Kelly, General Manager, was present. Peter Machuga was absent.

2. **Pledge of Allegiance**

3. **Open Forum Discussion**
   No comments from the public.

4. **Motion to approve the agenda**
   N. Alderson moved to approve the agenda. S. Linka seconded. The motion passed as follows:
   Ayes: J. De St. Jean, A. Brutsman, S. Linka, N. Alderson
   Noes:
   Abstain:
   Absent: P. Machuga

5. **Motion to approve an independent contractor agreement with an event planning company for future District events and authorizing General Manager to execute an agreement on behalf of the District that will be publicly disclosed**
   S. Linka moved to approve an independent contractor agreement with an event planning company for future District events and authorizing General Manager to execute an agreement on behalf of the District that will be publicly disclosed. N. Alderson seconded. The motion passed as follows:

Ayes: J. De St. Jean, S. Linka, P. Machuga, Adrienne Brutsman
Noes:
Abstain:
Absent: P. Machuga

The result of the vote for the event planner was as follows:
Bee Bizee: A. Brutsman
6525, Inc.: J. De St. Jean, S. Linka, N. Alderson

6. Motion to approve the line-item budget for 2026 Halloween event

N. Alderson moved to approve the line-item budget for 2026 Halloween event. S. Linka seconded. The motion passed as follows:
Ayes: J. De St. Jean, A. Brutsman, S. Linka, N. Alderson
Noes:
Abstain:
Absent: P. Machuga

7. Motion to adjourn

N. Alderson moved to adjourn the meeting. A. Brutsman seconded. The motion passed as follows:
Ayes: J. De St. Jean, A. Brutsman, S. Linka, N. Alderson
Noes:
Abstain:
Absent: P. Machuga

8. Next meeting

The next regular meeting will be on Monday, September 21, 2026, at 7:00 PM

9. Adjournment

The meeting was adjourned at 7:55 PM.

Bell Canyon Community Services District
Balance Sheet
As of August 31, 2026

Accrual Basis

	Aug 31, 26
ASSETS	
Current Assets	
Checking/Savings	
1000 · Wells Fargo # 7543 Checking	(2,953)
1005 · Wells Fargo # 7543 Sweep	559,346
1015 · Wells Fargo #6605 Brokerage	595,472
1025 · California Class #0001	285,593
Total Checking/Savings	1,437,457
Other Current Assets	
1216 · Prepaid Insurance	18,815
Total Other Current Assets	18,815
Total Current Assets	1,456,272
Other Assets	
1500 · Equipment	43,154
1530 · Land	21,406
1600 · Accumulated Depreciation	(31,906)
Total Other Assets	32,654
TOTAL ASSETS	**1,488,926**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	10,000
Total Accounts Payable	10,000
Other Current Liabilities	
2100 · Accrued Expenses	14,450
2101 · Accrued Insurance	(482)
2120 · Payroll Liabilities	(1,921)
Total Other Current Liabilities	12,047
Total Current Liabilities	22,047
Total Liabilities	22,047
Equity	
3000 · Opening Bal Equity	905,662
3100 · Retained Earnings	713,070
Net Income	(151,853)
Total Equity	1,466,879
TOTAL LIABILITIES & EQUITY	**1,488,926**

Bell Canyon Community Services District
Profit & Loss
August 2026

Accrual Basis

	Aug 26
Ordinary Income/Expense	
Income	
4040 · Interest Income	3,064
4042 · Dividend Income	2,004
Total Income	5,068
Expense	
5060 · Insurance	1,971
5074 · Elections Cost.	121
5090 · Meetings	20
5110 · Bank Service Charges	446
5202 · Internet	217
5260 · Office Supplies	6
5266 · Office Equipment	1,381
5300 · Recreational Activities	40,364
5600 · Trash Removal	46,879
5605 · Restroom Maintenance	522
5700-00 · Gross Wages	11,200
5730 · Payroll Tax Expense	857
Total Expense	103,984
Net Ordinary Income	(98,916)
Net Income	**(98,916)**

Bell Canyon Community Services District
Profit & Loss Mo-YTD-Annual Budget Only
August 2026

	Aug 26	Budget	Over Budget	Jul - Aug 26	Annual Budget
Ordinary Income/Expense					
Income					
4020 · PropertyTax Revenue	0	72,581	(72,581)	23,383	870,972
4040 · Interest Income	3,064	4,442	(1,378)	6,253	53,303
4042 · Dividend Income	2,004	0	2,004	4,155	0
4090 · Income - Other	0	0	0	6,500	0
Total Income	5,068	77,023	(71,955)	40,291	924,275
Expense					
5040-00 · Legal	0	4,167	(4,167)	0	50,000
5052 · Outside Service/Consultants	0	417	(417)	0	5,000
5055 · Annual Certified Audit	0	1,625	(1,625)	0	19,500
5060 · Insurance	1,971	3,213	(1,242)	3,942	38,550
5070 · Membership Dues/Subscription	0	305	(305)	0	3,655
5072 · Surveyor	0	844	(844)	0	10,125
5073 · Biological Survey	0	1,667	(1,667)	0	20,000
5074 · Elections Cost.	121	183	(62)	121	2,200
5075 · County Admin. Fees	0	273	(273)	49	3,280
5076 · Security Services	0	416	(416)	0	5,000
5080 · LAFCO Fee	0	0	0	654	650
5090 · Meetings	20	21	(1)	20	250
5095 · Clean Up Events	0	0	0	0	11,000
5100 · Rent Expense	0	1,400	(1,400)	1,415	16,800
5110 · Bank Service Charges	446	458	(12)	886	5,500
5202 · Internet	217	250	(33)	438	3,000
5250 · Printing	0	167	(167)	0	2,000
5260 · Office Supplies	6	84	(78)	84	1,000
5262 · Postage	0	21	(21)	0	250
5263 · Every door Direct Mail	0	240	(240)	0	2,880
5266 · Office Equipment	1,381	125	1,256	1,381	1,500
5276 · Software Subscription	0	267	(267)	433	3,200
5299 · Miscellaneous	0	42	(42)	0	500
5300 · Recreational Activities	40,364	14,583	25,781	60,364	175,000
5302 · Latent Power Application	0	417	(417)	0	5,000
5310 · Filing Fees	0	0	0	6	0
5340 · Phone Expense	0	80	(80)	0	960
5506 · CSD Vehicle Expenses	0	42	(42)	0	500
5515 · Traffic Enforcement	0	5,000	(5,000)	0	60,000
5600 · Trash Removal	46,879	42,873	4,006	91,890	514,480
5605 · Restroom Maintenance	522	458	64	783	5,500
5700-00 · Gross Wages	11,200	12,500	(1,300)	27,945	150,000
5730 · Payroll Tax Expense	857	1,250	(393)	1,733	15,000
Total Expense	103,984	93,388	10,596	192,144	1,132,280
Net Ordinary Income	(98,916)	(16,365)	(82,551)	(151,853)	(208,005)
Net Income	**(98,916)**	**(16,365)**	**(82,551)**	**(151,853)**	**(208,005)**

BELL CANYON COMMUNITY SERVICES DISTRICT

TREASURER'S REPORT

8/31/2026

CASH ON HAND		
Wells Fargo Checking #7543		
Wells Fargo Sweep #7543		
Wells Fargo #6605 Brokerage		
California Class #0001		
TOTAL CASH ON HAND	7/31/2026	
INCOME:		
4040 · Interest Income		3,064.00
4042 · Dividend Income		2,004.00
TOTAL INCOME	8/31/2026	5,068
BILLS PAID:		
5060 · Insurance		1,971
5074 · Elections Cost.		121.00
5090 · Meetings		20.00
5110 · Bank Service Charges		446.00
5202 · Internet		217.00
5260 · Office Supplies		6.00
5266 · Office Equipment		1,381.00
5300 · Recreational Activities		40,364.00
5600 · Trash Removal		46,879.00
5605 · Restroom Maintenance		522.00
5700-00 · Gross Wages		11,200.00
5730 · Payroll Tax Expense		857.00
1200 · Accounts Receivable		(6,500.00)
1215 · Prepaid Insurance		(1,971.22)
2120 · Payroll Liabilites		1,921.09
TOTAL BILLS PAID	8/31/2026	97,434
TOTAL CASH ON HAND	8/31/2026	

Prepared By: Zareh Nazarian

Approved: _____

CASH & INVESTMENTS

8/31/26

BELL CANYON COMMUNITY SERVICES DISTRICT

TYPE	INSTITUTION	MATURITY	AMOUNT	CURRENT MARKET VALUE	INTEREST RATE
Checking Account	Wells Fargo #7543	N/A	(2,953)	(2,953)	N/A
Investment Sweep	Wells Fargo #7543	N/A	559,346	559,346	5.57%
Investment	Wells Fargo #6605	12/31/26	595,472	595,472	4.88%
Investment	California Class #0001		285,593	285,593	3.77%
TOTALS			**1,437,457**	**1,437,457**	

Bell Canyon Community Services District
Balance Sheet
As of September 30, 2026

Accrual Basis

	Sep 30, 26
ASSETS	
Current Assets	
Checking/Savings	
1000 · Wells Fargo # 7543 Checking	(6,470)
1005 · Wells Fargo # 7543 Sweep	448,883
1015 · Wells Fargo #6605 Brokerage	593,625
1025 · California Class #0001	286,499
Total Checking/Savings	1,322,536
Other Current Assets	
1216 · Prepaid Insurance	17,326
Total Other Current Assets	17,326
Total Current Assets	1,339,862
Other Assets	
1500 · Equipment	43,154
1530 · Land	21,406
1600 · Accumulated Depreciation	(31,906)
Total Other Assets	32,654
TOTAL ASSETS	**1,372,516**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	10,000
Total Accounts Payable	10,000
Credit Cards	
2020 · Wells Fargo MC-Kelly #0286	(3,823)
Total Credit Cards	(3,823)
Other Current Liabilities	
2120 · Payroll Liabilities	(1,921)
Total Other Current Liabilities	(1,921)
Total Current Liabilities	4,256
Total Liabilities	4,256
Equity	
3000 · Opening Bal Equity	905,662
3100 · Retained Earnings	713,070
Net Income	(250,472)
Total Equity	1,368,260
TOTAL LIABILITIES & EQUITY	**1,372,516**

Bell Canyon Community Services District
Profit & Loss
September 2026

Accrual Basis

	Sep 26
Ordinary Income/Expense	
Income	
4020 · PropertyTax Revenue	3,970
4040 · Interest Income	2,765
4042 · Dividend Income	(1,848)
Total Income	4,888
Expense	
5052 · Outside Service/Consultants	2,600
5055 · Annual Certified Audit	1,800
5060 · Insurance	2,385
5072 · Surveyor	393
5075 · County Admin. Fees	208
5100 · Rent Expense	1,400
5110 · Bank Service Charges	446
5202 · Internet	219
5300 · Recreational Activities	36,072
5600 · Trash Removal	44,293
5605 · Restroom Maintenance	261
5700-00 · Gross Wages	11,200
5730 · Payroll Tax Expense	830
Total Expense	102,107
Net Ordinary Income	(97,219)
Net Income	**(97,219)**

Bell Canyon Community Services District
Profit & Loss Mo-YTD-Annual Budget Only
September 2026

	Sep 26	Budget	$ Over Budget	Jul - Sep 26	Annual Budget
Ordinary Income/Expense					
Income					
4020 · PropertyTax Revenue	3,970	72,581	(68,611)	27,353	870,972
4040 · Interest Income	2,765	4,442	(1,677)	9,019	53,303
4042 · Dividend Income	(1,848)	0	(1,848)	2,307	0
4090 · Income - Other	0	0	0	6,500	0
Total Income	4,887	77,023	(72,136)	45,179	924,275
Expense					
5040-00 · Legal	0	4,167	(4,167)	0	50,000
5052 · Outside Service/Consultants	2,600	417	2,183	2,600	5,000
5055 · Annual Certified Audit	1,800	1,625	175	1,800	19,500
5060 · Insurance	2,385	3,213	(828)	6,327	38,550
5070 · Membership Dues/Subscriptions	0	305	(305)	0	3,655
5072 · Surveyor	393	844	(451)	393	10,125
5073 · Biological Survey	0	1,667	(1,667)	0	20,000
5074 · Elections Cost.	0	183	(183)	121	2,200
5075 · County Admin. Fees	208	273	(65)	257	3,280
5076 · Security Services	0	416	(416)	0	5,000
5080 · LAFCO Fee	0	0	0	654	650
5090 · Meetings	0	21	(21)	20	250
5095 · Clean Up Events	0	0	0	0	11,000
5100 · Rent Expense	1,400	1,400	0	4,215	16,800
5110 · Bank Service Charges	446	458	(12)	1,332	5,500
5202 · Internet	219	250	(31)	657	3,000
5250 · Printing	0	167	(167)	0	2,000
5260 · Office Supplies	0	84	(84)	84	1,000
5262 · Postage	0	21	(21)	0	250
5263 · Every door Direct Mail	0	240	(240)	0	2,880
5266 · Office Equipment	0	125	(125)	1,381	1,500
5276 · Software Subscription	0	267	(267)	433	3,200
5299 · Miscellaneous	0	42	(42)	0	500
5300 · Recreational Activities	36,072	14,583	21,489	96,436	175,000
5302 · Latent Power Application	0	417	(417)	0	5,000
5310 · Filing Fees	0	0	0	6	0
5340 · Phone Expense	0	80	(80)	0	960
5506 · CSD Vehicle Expenses	0	42	(42)	0	500
5515 · Traffic Enforcement	0	5,000	(5,000)	0	60,000
5600 · Trash Removal	44,293	42,873	1,420	136,183	514,480
5605 · Restroom Maintenance	261	458	(197)	1,044	5,500
5700-00 · Gross Wages	11,200	12,500	(1,300)	39,145	150,000
5730 · Payroll Tax Expense	830	1,250	(420)	2,563	15,000
Total Expense	102,107	93,388	8,719	295,651	1,132,280
Net Ordinary Income	(97,219)	(16,365)	(80,854)	(250,472)	(208,005)
Net Income	**(97,219)**	**(16,365)**	**(80,854)**	**(250,472)**	**(208,005)**

BELL CANYON COMMUNITY SERVICES DISTRICT

TREASURER'S REPORT

9/30/2026

CASH ON HAND			
Wells Fargo Checking #7543			(2,953)
Wells Fargo Sweep #7543			559,346
Wells Fargo #6605 Brokerage			595,472
California Class #0001			285,593
TOTAL CASH ON HAND	8/31/2026		1,437,458
INCOME:			
4020 · Property Tax Revenue		3,970	-
4040 · Interest Income		2,765	
4042 · Dividend Income		(1,848)	
TOTAL INCOME	9/30/2026	4,887	
BILLS PAID:			
5052 · Outside Service/Consultants		2,600	
5055 · Annual Certified Audit		1,800	
5060 · Insurance		2,385	
5072 · Surveyor		393	
5075 · County Admin. Fees		208	
5100 · Rent Expense		1,400	
5110 · Bank Service Charges		446	
5202 · Internet		219	
5300 · Recreational Activities		36,072	
5600 · Trash Removal		44,293	
5605 · Restroom Maintenance		261	
5700-00 · Gross Wages		11,200	
5730 · Payroll Tax Expense		830	
1216 · Prepaid Insurance		(1,971)	
2020 · Wells Fargo MC-Kelly #0286		3,823	
2100 · Accrued Expenses		15,850	
TOTAL BILLS PAID	9/30/2026	119,809	
TOTAL CASH ON HAND	9/30/2026		1,322,536

Prepared By: Zareh Nazarian

Approved: _____

CASH & INVESTMENTS

9/30/26

BELL CANYON COMMUNITY SERVICES DISTRICT

TYPE	INSTITUTION	MATURITY	AMOUNT	CURRENT MARKET VALUE	INTEREST RATE
Checking Account	Wells Fargo #7543	N/A	(6,470)	(6,470)	N/A
Investment Sweep	Wells Fargo #7543	N/A	448,883	448,883	5.57%
Investment	Charles Schwab		593,625	593,625	4.88%
Investment	California Class #0001		286,499	286,499	3.77%
TOTALS			**1,322,536**	**1,322,536**	

burke
BURKE, WILLIAMS & SORENSEN, LLP
444 South Flower Street - 40th Floor
Los Angeles, California 90071-2942
voice 213.236.0600 - fax 213.236.2700
www.bwslaw.com

Direct No.: 213.236.2818
jwelsh@bwslaw.com

October 19, 2026

Mr. Walter Kelly
General Manager
Bell Canyon Community Services District
30 Hackamore Lane
Suite 2B
Bell Canyon, CA 91307

Re: Retainer Agreement for Legal Services

Dear Mr. Kelly:

We are pleased to represent Bell Canyon Community Services District with respect to the matters described in this Agreement. The following sets forth the terms pursuant to which **BURKE, WILLIAMS & SORENSEN, LLP** ("Burke") and Bell Canyon Community Services District ("Client" or "District") agree that Burke will provide legal services to Client. The hallmark of any productive professional relationship is effective communication, and we would invite you to contact us at any time during or after our representation with regard to any questions you may have associated with our representation or the matters described herein.

1. **CONDITIONS.** This Agreement will not take effect, and Burke will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the deposit called for under Paragraph 5. The effective date of this Agreement will be _____, 2026.

2. **SCOPE OF SERVICES.** Client hires Burke to provide legal services in the matters set forth in Attachment "A" to this Agreement. No representation outside of the matters set forth in Attachment "A" to this Agreement shall be provided by Burke to Client. No representation of any directors, officers, employees, shareholders, or any other persons or entities affiliated with Client shall be provided unless such representation is expressly included in Attachment "A" to this Agreement. Burke will provide those legal services reasonably required to represent Client. Burke will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Burke will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution

proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate written agreement or a written modification to this Agreement.

3. CLIENT'S DUTIES. Client agrees to be truthful with Burke, to cooperate, to keep Burke informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Burke's bills on time, and to keep Burke advised of Client's address, telephone number, and whereabouts. Client will assist Burke in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST. Before accepting representation of Client, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between Client and any other person or entity that would bar Burke from representing Client in general or in any of the specific matters listed in Attachment "A". Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to Client's representation. Client's execution and return of the enclosed copy of this letter represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

5. [intentionally omitted]

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Burke's prevailing rates for all time spent on Client's matter by Burke's legal personnel. Current hourly rates for legal personnel are set forth in Attachment "B" to this Agreement.

Burke's rates are subject to change on 30 days' written notice to Client. Rates shall automatically increase annually on January 1 of each year as set forth in Attachment "B" to this Agreement. If Client declines to pay increased rates, Burke will have the right to withdraw as attorney for Client.

The time charged will include the time Burke spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably

necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Burke will charge for waiting time in court and elsewhere and for travel time, both local and out-of-town.

7. COSTS AND OTHER CHARGES.

(a) Burke will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, unavoidable administrative staff and secretarial overtime, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying/page:	$ .20
In-office color photocopying/page	$ 1.00
Facsimile charges/page:	$ 1.00
Mileage/mile:	$ 0.76 (per IRS notices, as this amount may be amended)
Other:	Travel reimbursement: $200/hour

(b) Out-of-town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Burke's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. Client agrees to pay such fees and charges. Burke will select any expert witnesses, consultants, investigators or support services to be hired, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

8. BILLING STATEMENTS. Burke will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of less than 30 days. If Client so requests, Burke will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. INTEREST CHARGES. If a billing statement is not paid by its due date, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (Ten Percent [10%] Annual Percentage Rate). The unpaid balance will bear interest from the date of the invoice until paid.

10. LIEN. Client hereby grants Burke a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Burke at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Burke may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Burke has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that Burke will have a lien as specified above.

_____(Client Initial Here) _____(Burke Initial Here)

11. DISCHARGE AND WITHDRAWAL. Client may discharge Burke at any time. Burke may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Burke's advice on a material matter or any fact or circumstance that would render Burke's continuing representation unlawful or unethical. When Burke's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Burke will, upon Client's request, deliver Client's file, and property in Burke's possession unless subject to the lien provided in Paragraph 10 above, whether or not Client has paid for all services.

12. DOCUMENT RETENTION POLICY. Client is entitled upon written request to any files in Burke's possession relating to the legal services performed by Burke for

Client, excluding Burke's internal accounting records and other documents not reasonably necessary to Client's representation, subject to Burke's right to make copies of any files withdrawn by Client. Once a matter is concluded, Burke will close the file, and Client will receive notice thereof. Client's physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage. Thus, it is recommended that Client request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally destroys files five (5) years after a matter is closed, unless other arrangements are made with Client.

All client-supplied materials and all attorney end product (referred to generally as "client material") are the property of Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the close of a matter, Burke will notify Client of any client materials that remain in Burke's possession. Client will be invited to retrieve these client materials within 45 days of notice, or Client may direct Burke to forward the client materials to Client, at Client's expense. If within 45 days of this notice Client fails to retrieve the client materials or request Burke to forward them, Client authorizes Burke to destroy the client materials.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain with Burke.

13. TECHNOLOGY. At its discretion, unless otherwise stated, Burke will employ technology to facilitate electronic discovery. This may include scanning of paper documents, culling of documents, converting electronically stored information into a format suitable for review, the usage of electronic review software, etc. Applicable associated costs, including electronic storage and transfer costs, will be billed to Client.

Burke uses artificial intelligence tools known as CoCounsel Legal in the representation of Client. The tools do not permit the vendor (Thomson Reuters) to acquire ownership or control or to use information for the vendor's purposes outside the protection of the attorney-client privilege or the attorney work product doctrine. Burke continues to maintain control over Client's confidential information during the use of the tools mentioned here.

14. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Burke's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

15. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL. If a dispute arises out of or relating to any aspect of this Agreement between Client and Burke, or the breach thereof, and if the dispute cannot be settled through negotiation, Burke and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect your right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and clients. However, should discussions, mediation or the non-binding arbitration provided through a local bar association program not resolve the dispute, the dispute shall be determined by binding arbitration before the American Arbitration Association under its then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration pursuant to the California Code of Civil Procedure. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice. The arbitration shall be held in Los Angeles, California, unless we mutually select another venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should you refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the claim or controversy in accordance with the evidence presented. You should realize that by accepting the arbitration provision, YOU WILL WAIVE YOUR RIGHT TO A JURY TRIAL AND THE RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR'S DECISION.

_____(Client Initial Here) _____(Burke Initial Here)

16. ATTORNEYS' FEES CLAUSE. The prevailing party in any action or proceeding arising out of or to enforce any provision of this Agreement, with the exception of a fee arbitration or mediation under Business and Professions Code Sections 6200-6206, will be awarded reasonable attorneys' fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

18. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

19. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

20. EFFECTIVE DATE. This Agreement will govern all legal services performed by Burke on behalf of Client commencing with the date Burke first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Burke the reasonable value of any services Burke may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED:_____

BELL CANYON COMMUNITY SERVICES DISTRICT

By: _____
Julie De St. Jean
President, Board of Directors
30 Hackamore Lane, Suite 2B
Bell Canyon, CA 91307
Telephone: _____

DATED:_____

BURKE, WILLIAMS & SORENSEN, LLP

By: _____
John J. Welsh
Managing Partner

Enclosure: return copy

Attachment "A"

a. **General Legal Services we define as:**

(i) Providing routine legal advice, consultation, and opinions to the District and staff.

(ii) Assisting with requests for documents pursuant to the California Public Records Act.

(iii) Assisting in the preparation and review of grant agreements, contracts and related documents, legislation, forms, notices, certificates, deeds, and other documents required by the District.

(iv) Attending all regular meetings of the Board of Directors and other Committees as requested.

(v) Advice and guidance on opening meeting laws.

(vi) Assistance in creating, updating, and amending District policies.

(vii) Attendance at staff meetings as requested.

(viii) Consulting with Board of Directors, General Manager, and District staff and contractors as needed.

(ix) Monitoring and rendering legal advice and opinions concerning legal matters that affect the District, including new legislation and court decisions.

(x) Performing research and interpreting laws, court decisions and other legal authorities to prepare legal opinions and to advise the Board of Directors and management staff on legal matters pertaining to the District's operations.

(xi) Acquisition agreements, negotiations, review of preliminary title reports, review of title policies, review of recorded documents, review of escrow instructions and review of maps.

b. **Special Services we define as**:

(i) Advice on CEQA and NEPA requirements.

(ii) Major contract or acquisition negotiations (negotiations that require multiple attorneys or specialized attorneys due to the complexity of the issues involved), franchise negotiations.

(iii) Hazardous materials, water/wastewater, energy.

(iv) Fees and assessments.

(v) Election law.

(vi) Utilities and telecommunications.

(vii) Litigation services.

(viii) Eminent domain, regulatory takings, inverse condemnation.

(ix) Other matters requiring special expertise.

Attachment "B"

Rates for Attorneys and other timekeepers through June 30, 2027.

Rates for General Services:

$450	Partners
$350	Associates
$250	Paralegal

Rates for Special Services*:

$550	Partners
$450	Associates
$250	Paralegal

*All legal services and support relating to eminent domain, regulatory takings, or inverse condemnation, if needed, will be billed at a negotiated rate.

Effective each July 1, the foregoing base rates shall be increased by 5%, rounded up to the nearest $5 increment.

PROPOSAL

#43026

JDJS BUSINESS INC.

NEW ASPHALT•RESURFACING•PARKING LOT
•CRACKS•SEAL COATING•PATCH REPAIR• STRIPING

818-849-5013 818-403-4435

Lic #1110254

Fully Insured & Bonded

CLIENT NAME: Walter Kelly
ADDRESS: 30 Hackamore Ln
EMAIL ADDRESS:
gm@bellcanyoncsd.ca.gov

DATE: 4/30/2026
PHONE NUMBER: 805-874-2121
JOB LOCATION: Bell Canyon, CA 91307

ITEM	WORK DESCRIPTION	SQFT	PRICE
A	***ASPHALT OVERLAY INCLUDES THE FOLLOWING:*** 1. CLEAN AND PREPARE THE SURFACE. 2. INSTALL NEW REDWOOD HEADERS AND STAKES AS NEEDED. 3. APPLY WEED KILLER WHERE NEEDED. 4. APPLY ASPHALT BONDING TACK COAT. 5. PRE-BASE ANY HOLES AND TRENCHES WITH ASPHALT. 6. DELIVER AND INSTALL 1-1/2" HOT ASPHALT. 7. FEATHER AND HAUL IRON EDGES. 8. STEAMROLL TO COMPACTION AS NEEDED. 9. [OTHER/ADDITIONAL DETAILS]	*3,438 SQF*	*$12,800*
B	**SEAL COAT**		
C	**STRIPING**		
D	**OTHER**		

PAYMENT IN FULL DUE UPON COMPLETION.
REMOVAL OF OLD ASPHALT OVER 3" THICK ARE SUBJECT TO HIGHER CHARGES.

TOTAL:	*$12,800*
DEPOSIT:	*$6,400*
BALANCE:	*$6,400*

We propose hereby to furnish material and labor complete with the above specifications for $12,800 to be paid cash or local check. A deposit of $6,400 is due prior to starting work. Upon completion of the job, the balance of $6,400 is due and payable day of completion.

Warranties and Conditions-

Our workers are fully covered by Workers Compensation Insurance. We carry full liability insurance. We warranty our material and workmanship for one year. There is no warranty on cracking, tire marking, or vegetation re-growth. Pre-existing cracks will cause cracks in new surfaces. JDJS BUSINESS INC. is not responsible for damages to underground pipes, conduits, or other utilities, which are not visible. All deliveries of material supplies, or equipment over roadways or drivers of the premises shall not incur any liability to the company.

Acceptance of Proposal-

The above price, specifications, warranties, and conditions are fully understood and are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. In the event it becomes necessary to refer said proposal to the attorney, the undersigned agrees to pay attorney's fees and costs incurred in the collection of monies due under said proposal.

Authorized Signature of Acceptance: _____ Date: _____

JDJS BUSINESS INC.: _____ Date: _____

#4001

PROPOSAL

JDJS BUSINESS INC.

NEW ASPHALT •RESURFACING •PARKING LOT
•CRACKS •SEAL COATING •PATCH REPAIR •STRIPING
818-849-5013 818-403-4435

Lic #1110254
Fully Insured & Bonded

CLIENT NAME: Walter Kelly
ADDRESS: 30 Hackamore Ln
EMAIL ADDRESS:
gm@bellcanyoncsd.ca.gov

DATE:04/30/2026
PHONE NUMBER:805-874-2121
JOB LOCATION: Bell Canyon, CA 91307

ITEM	WORK DESCRIPTION	SQF	PRICE
A	**GRIND / OVERLAY INCLUDES THE FOLLOWING:** 1. GRIND THE SURFACE AREA. 2. REMOVE AND HAUL AWAY ALL GRINDINGS. 3. INSTALL THE NECESSARY AMOUNT OF BASE ROCK. 4. APPLY ASPHALT BINDER TO THE SURFACE AREA. 5. INSTALL 3" INCHES OF NEW HOT ASPHALT. 6. GRADE THE ASPHALT. 7. COMPACT THE ASPHALT USING A TANDEM ROLLER. 8. IRON ALL EDGES. 9. CLEAN AND REMOVE ALL DEBRIS FROM THE PROJECT AREA.	*16,200 SQF*	*$93,960*
B	**SEAL COAT**		
C	**STRIPING**		
D	**OTHER**		
	PAYMENT IN FULL DUE UPON COMPLETION. ***REMOVAL OF OLD ASPHALT OVER 3" THICK ARE SUBJECT TO HIGHER CHARGES.***	**TOTAL:**	*$93,960*

We propose hereby to furnish material and labor complete with the above specifications for $93,960 to be paid cash or local check. A deposit of $46,980 is due prior to starting work. Upon completion of the job, the balance of $46,980 is due and payable day of completion.

Warranties and Conditions-

Our workers are fully covered by Workers Compensation Insurance. We carry full liability insurance. We warranty our material and workmanship for one year. There is no warranty on cracking, tire marking, or vegetation re-growth. Pre-existing cracks will cause cracks in new surfaces. JDJS BUSINESS INC. is not responsible for damages to underground pipes, conduits, or other utilities, which are not visible. All deliveries of material supplies, or equipment over roadways or drivers of the premises shall not incur any liability to the company.

Acceptance of Proposal-

The above price, specifications, warranties, and conditions are fully understood and are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. In the event it becomes necessary to refer said proposal to the attorney, the undersigned agrees to pay attorney's fees and costs incurred in the collection of monies due under said proposal.

Authorized Signature of Acceptance: _____ Date: _____

JDJS BUSINESS INC.: _____ Date: _____

THE Asphalt Jungle
QUALITY SERVICE & CRAFTSMANSHIP



PROPOSAL

May 14, 2026

Walter Kelly
30 Hackamore Lane,
Bell Canyon,CA 91307

2846 Silk Oak Avenue
Thousand Oaks, CA 91362
(310) 457-5229

info@TheAsphaltJungle.com
www.TheAsphaltJungle.com

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California Contractor's License #400108

THE Asphalt Jungle
QUALITY SERVICE & CRAFTSMANSHIP

Welcome

Since 1978, The Asphalt Jungle's reputation has been synonymous with competitive pricing and superior workmanship, matched only by our attention to service and satisfaction.

The Asphalt Jungle values honesty, transparency, professionalism, and strive at all times to be courteous, efficient and cost effective. We are a family owned and operated business and all employees and staff are considered vital members of our family and company.

We believe that it is vital to communicate the pros and cons of each approach under consideration. Honest communication benefits both our clients and ourselves and gives us the best opportunity to deliver customer satisfaction.

We have earned our reputation as one of Southern California's premier asphalt companies by exceeding expectations with a focus on performance and accountability in work and service.

Thank you again for allowing us this opportunity to bid for this project and submit this proposal.

Sincerely,

Dan Steffen, *President*

LICENSED BONDED INSURED

40 YEARS EXPERIENCE

BBB ACCREDITED BUSINESS

GREEN CONTRACTOR

2846 Silk Oak Avenue
Thousand Oaks, CA 91362
(310) 457-5229

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www.TheAsphaltJungle.com

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THE Asphalt Jungle
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Site Map



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QUALITY SERVICE & CRAFTSMANSHIP

	Price
☐ **Pulverize & Pave – Red Section:** • Pulverize the entire red section measuring approximately 5,818 square feet. Grade and compact newly pulverized material to create a proper foundation for new pavement. • Pave entire red section with 3 inches of hot mix asphalt. All new asphalt will be spread by a paving machine, compacted by a 3-ton vibratory roller, and placed for maximum water drainage. • Install roughly 300 linear feet of new asphalt berm along the edge of the roadway in the red section. • Quoted pricing is based on performing all work on weekdays. If weekend work is required, overtime charges may be incurred, which will impact the quoted price.	$34,689.03
Total:	**$0.00**

	Price
☐ **Pulverize & Pave – Green Section:** • Pulverize the entire green section measuring approximately 21,843 square feet. Grade and compact newly pulverized material to create a proper foundation for new pavement. • Pave entire red section with 3 inches of hot mix asphalt. All new asphalt will be spread by a paving machine, compacted by a 3-ton vibratory roller, and placed for maximum water drainage. • Quoted pricing is based on performing all work on weekdays. If weekend work is required, overtime charges may be incurred, which will impact the quoted price.	$77,703.91
Total:	**$0.00**

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	Price
☐ **Resurface - Red Section:** • Clean the entire red section, measuring approximately 5,818 square feet, of all loose dirt and debris. • Apply a tack coat and resurface the entire red section with 2 inches of hot mix asphalt, including leveling low or broken spots. All new asphalt will be spread by a paving machine, compacted by a 3-ton vibratory roller, and placed for maximum water drainage. • Quoted pricing is based on performing all work on weekdays. If weekend work is required, overtime charges may be incurred, which will impact the quoted price.	$21,586.63
Total:	**$0.00**

	Price
☐ **Pulverize & Pave - Red & Green Section:** • Pulverize the entire red and green sections, measuring approximately 27,661 square feet. Grade and compact newly pulverized material to create a proper foundation for new pavement. • Pave the entire red and green section with 3 inches of hot mix asphalt. All new asphalt will be spread by a paving machine, compacted by a 3-ton vibratory roller, and placed for maximum water drainage. • Install roughly 300 linear feet of new asphalt berm along the edge of the roadway in the red section. • Price is based on performing the work on both sections at the same time. • Quoted pricing is based on performing all work on weekdays. If weekend work is required, overtime charges may be incurred, which will impact the quoted price.	$99,194.60
Total:	**$0.00**

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QUALITY SERVICE & CRAFTSMANSHIP

Sign & Accept

Thank you for giving us the opportunity to quote this project.

We are confident that your job will be delivered on time, on budget, and that all work will be performed with a superior level of service and integrity. We expect that you will be completely satisfied with the finished product.

If you are ready to move forward, please sign below to accept our proposal. If multiple options are offered, please check the appropriate box next to the option(s) of your choosing. By signing, you are agreeing to our terms and conditions below. After we receive the signed contract, we will contact you to schedule a project start date.

Please feel free to contact us with any questions or concerns.

Walter Kelly
Date:

Dan Steffen
Date:

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Thousand Oaks, CA 91362
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THE Asphalt Jungle
QUALITY SERVICE & CRAFTSMANSHIP

Terms & Conditions

GENERAL CONDITIONS:

- **Payment:** The terms of payment must be strictly adhered to. Payment is due in full upon completion of the job, unless otherwise agreed to in writing. All payments must be timely and received on the due date. Any payment that is not timely will be subject to interest at 1-½% per month equal to the rate of 18 percent (18%) per annum, until paid in full. All payments are to be made in U.S. dollars.
- **Preliminary Lien Notice and Mechanic's Liens:** The Asphalt Jungle and their material suppliers customarily file preliminary lien notices after completion of the job. This is for our protection and will not affect your property unless a mechanic's lien is subsequently filed. California law allows contractors, sub-contractors, material providers, and others who help improve your property and are not paid for their labor, services, or materials to enforce their claim by filing a Mechanic's Lien.
- **Employees and Subcontractors:** All employees of The Asphalt Jungle are fully covered under our worker's compensation insurance. At times, Asphalt Jungle employs subcontractors to deliver material or provide labor and services necessary to complete your project.
- **Insurance:** The Asphalt Jungle carries workers compensation and commercial general liability insurance with policy limits not less than $1,000,000.00. There will be an additional monetary charge for any specific additional insurance, waiver of subrogation, and primary non-contributory endorsements. Evidence of insurance and blanket additional insureds, as required by contract, are included at no additional charge.
- **Change Orders:** Any change in work performance requested from the original proposal must be agreed to between the parties in writing. The Asphalt Jungle will provide written change orders for customer signature as needed.
- **Rescheduling:** Any rescheduling of the job once the commencement date is set may result in a rescheduling fee to be charged to customer based upon time, preparation, cost and material.
- **Weekend Fee:** Quoted pricing is based on performing all work on weekdays. If weekend work is required, overtime charges will be incurred, which will impact the quoted price.
- **Other General Terms:** This Agreement shall be governed by the laws of the State of California, and venue for all purposes shall be Los Angeles Superior Court or Ventura Superior Court. In the event of a dispute arising out of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. The Asphalt Jungle is not responsible for any damages or delays caused by weather, strikes, fires, manufacturing contingencies, governmental regulations, delays in transit, acts of God, or any other contingency beyond our control. This agreement may be signed and transmitted by facsimile or email, and the signatures shall be deemed original for all purposes. The Asphalt Jungle shall not be responsible or liable to owner or third parties unless it is a direct result of its negligence or willful misconduct.

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THE Asphalt Jungle
QUALITY SERVICE & CRAFTSMANSHIP

Terms & Conditions

WORK DISCLOSURES:

- **Job Site:** It is important that the job site be in the same condition that it was at the time The Asphalt Jungle issued its Proposal. If there is any clean- up or changes to make the site ready, that service will be billed to you as an additional charge. The job site shall be delivered to The Asphalt Jungle free of any debris, vehicles, or other obstructions so that the job can commence upon our arrival at the site. If there are tenants or other parties that will be affected by the work, it is the owner's responsibility to notify them before the start of the project.
- **Removal Variables:**
  - Removal prices are based on existing asphalt being 3 inches thick. If existing asphalt exceeds 3 inches, the client will be advised of the additional costs to cover labor, removal, hauling and disposal of excess material.
  - If Petromat or other geotextile fabric is contained under existing asphalt, the client will be advised of the additional costs for removal and dumping of material.
  - The Asphalt Jungle is not responsible for damages to any pipes, water lines or other underground utilities located within a one foot depth from elevation of existing asphalt surface.
- **Water:** Client to provide water in sufficient quantities for The Asphalt Jungle to perform proposed work. If it is necessary to obtain a water meter, the client will pay all costs for The Asphalt Jungle to obtain the meter and any incurred costs of water material.
- **Permits:** Any permits or licenses, unless otherwise specified in the contract, are the client's responsibility. If The Asphalt Jungle is requested to obtain permits or licenses, it will be reimbursed for the time and costs related to obtaining said permits and licenses.
- **Pipes/Utilities:** The Asphalt Jungle is not responsible for damage to any underground or buried pipes, utilities, irrigation, water lines or any other obstacles located within a one-foot depth from the top of existing asphalt surface area.
- **Reflective Cracks:** Client is advised that reflective hairline cracks located in existing asphalt might appear in newly resurfaced asphalt at a future date. The occurrence of reflective cracks are normal and do not represent faulty workmanship or materials.
- **Sealed Cracks:** Client is advised that sealed cracks (cracks treated with crack fill material) will not be eliminated but will be reduced in size. All cracks will remain visible after crack seal and sealcoat work has been completed. After application, crack seal material will settle and contract into the existing cracks leaving the treated crack lower than the surrounding asphalt surface area.
- **Scuff Marks:** Scuff marks or tire rotation marks may occur during initial curing time of new asphalt paving and do not represent faulty workmanship or materials. Scuff marks are temporary and will fade as the new asphalt cures. Curing time is usually 30-60 days after the performance of paving work.
- **Drainage:** Standing or ponding of water may occur on paved surfaces with less than 1% slope and does not reflect defective workmanship.The Asphalt Jungle will make all reasonable efforts to maximize proper water drainage.
- **Oil Spots:** Heavy oil deposits are primarily located in parking stall areas and may result in flaking and non-adherence of sealcoat material to existing asphalt. The Asphalt Jungle provides no guarantee against flaking, peeling or non-adherence of new sealcoat material.

2846 Silk Oak Avenue
Thousand Oaks, CA 91362
(310) 457-5229

info@TheAsphaltJungle.com
www.TheAsphaltJungle.com

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California Contractor's License #400108

INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") WITH THE BELL CANYON COMMUNITY SERVICES DISTRICT ("DISTRICT")

This Agreement ("Agreement") is made and entered into as of September 8, 2026 ("Effective Date"), by and between Bell Canyon Community Services District ("District") and 6525, Inc. ("Contractor"). The District and Contractor may be referred to individually as a "Party" and collectively as the "Parties.

WHEREAS, District desires to retain Contractor to provide the services described in this Agreement and any attached scope of work.

WHEREAS, Contractor represents that it has the qualifications, licenses, experience, personnel, equipment, and ability necessary to perform the services.

WHEREAS, the Parties intend that Contractor perform the services as an independent contractor and not as an employee, officer, agent, partner, joint venturer, or representative of District.

AGREEMENT

1. SERVICES

Contractor shall furnish all labor, supervision, equipment, materials, tools, and other resources necessary to perform the services described in Exhibit "A," Scope of Services ("Services"). Contractor shall perform the Services in a professional, timely, and workmanlike manner consistent with generally accepted standards for similar services in California.

2. TERM

This Agreement shall begin on the Effective Date and shall continue until September 8, 2027, unless earlier terminated in accordance with this Agreement. District may extend the term only by written amendment signed by authorized representatives of both Parties.

3. COMPENSATION

District shall compensate Contractor in an amount not to exceed 10% for all Services. Contractor shall submit itemized invoices monthly, identifying Services performed, dates of performance, and any supporting documentation reasonably requested by the District. District shall pay undisputed amounts within thirty (30) days after receipt of a proper invoice. Contractor agrees and acknowledges Contractor's sole responsibility to report as income all compensation received from the District, and to make the requisite tax filings and payments to the appropriate federal, state, and local tax authorities.

4. TERMINATION

This Agreement may be terminated by the District with or without cause and for any or no reason upon ten (10) day written notice to the Contractor above. Upon termination, Contractor shall stop work as directed, deliver all completed and in-progress work product, if any, and submit a final invoice for authorized Services performed through the termination date. District shall not be liable for lost profits, consequential damages, or work performed after the effective date of termination.

5. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and Contractor's employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees. Contractor shall have no authority to contract on behalf of District. It is expressly understood and agreed by both Parties hereto that Contractor, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

6. RECORDS, AUDIT, AND PUBLIC RECORDS

Contractor shall maintain complete and accurate records relating to the Services, invoices, expenses, personnel, permits, insurance, and compliance obligations for at least four years after final payment or longer if required by law. Contractor acknowledges that District is a public agency and that records submitted to or maintained for District may be subject to disclosure under the California Public Records Act, except to the extent an exemption applies.

7. OWNERSHIP OF WORK PRODUCT

If applicable, all reports, memoranda, drawings, plans, specifications, data, analyses, software configurations, deliverables, and other work product specifically prepared for District under this Agreement shall become the property of District upon payment, except for Contractor's pre-existing materials, tools, templates, methods, know-how, or third-party materials. Contractor grants District a perpetual, irrevocable, royalty-free license to use, reproduce, modify, and distribute any Contractor pre-existing materials incorporated into the work product as necessary for District's use of the Services and deliverables.

8. NOTICES

Notices under this Agreement shall be in writing and delivered by personal delivery, recognized overnight courier, certified mail, or email with confirmation of transmission to the addresses below, or to any updated address provided by notice.

If to Contractor:

6525, Inc
Attn: ***Kim Kelly***
909 S. Highland Avenue
Los Angeles, California 90036
kim@sunsethousela.com

If to District:

Bell Canyon Community Services District,
Attn: ***Walter Kelly***
30 Hackamore Lane, 2B
Bell Canyon, California 91307
walter.kelly@bellcanyoncsd.ca.gov

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other Party in the manner provided for giving notice.

9. INDEMNIFICATION

Contractor shall be responsible for, and District, its board members, officers, agents, employees, and invitees ("District Parties") shall not be answerable or accountable in any manner for any loss or expense by reason of any damage, injury or death to person or property, or both, arising out of the acts, omissions, and/or negligence of Contractor, its agents, officers, employees, contractors, volunteers, guests or invitees ("Contractor Parties"), or resulting from Contractor Parties' activities at the Property, services provided under this Agreement, or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property or services provided under this Agreement. Contractor shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, demands, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorney's fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Contractor Parties' activities at the Property, services provided under this Agreement, this Agreement, and any other use of and operations at the Property pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of District Parties, but

excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of District Parties. The provisions of this Section shall survive the termination or expiration of this Agreement.

11. MISCELLANEOUS

Hazardous Materials. Under no circumstances during the term of this Agreement shall Contractor use or cause to be used at the Property any hazardous or toxic substances or materials, and under no circumstance during the term of this Agreement shall Contractor store or dispose of any such substances or materials on the Property. Notwithstanding the foregoing, Contractor may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of Contractor's Services.

Compliance with Laws. Contractor shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the Services provided the under this Agreement. In the event Contractor acts contrary or provides services contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising there from. Contractor shall obtain and maintain all permits, licenses, registrations, and approvals required to perform the Services.

Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each Party shall bear their own attorneys' fees, except as set forth above.

Legal Interpretation. This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, without regard to conflict-of-law rules. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Ventura, California.

Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both Parties.

Assignment. Contractor shall not assign this Agreement.

Nondiscrimination. In utilizing the Agreement, Contractor shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement

Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Waiver. Waiver of any breach shall not constitute waiver of any other breach. Provisions that by their nature should survive termination shall survive, including indemnity, records, audit, ownership, and payment.

Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

Scanned/Electronic Signatures. This Agreement may be executed and transmitted to any other Party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

DISTRICT: **BELL CANYON COMMUNITY SERVICES DISTRICT**

By: _____

Its: President

CONTRACTOR: **6525, Inc.**

By: _____

Its: Vice President

Exhibit "A"

[Insert Line Item Budget - Description of Services to be Provided]

Memorandum on Motion Item 6D

The District would like to host all four candidates on Thursday, October 22, 2026 to introduce themselves to the community in person and via zoom.

Memorandum on Motion Item 6E

Director Machuga proposes that Board Meeting videos shall be deleted after Board Meeting minutes are completed or 90 days, whichever comes first.

Public Participation under the Brown Act

Brown Act - Public Participation

- The Brown Act's baseline rule remains that meetings of a local agency legislative body must be open and public, and all persons must be permitted to attend unless a statutory exemption applies.

- The agenda for a regular board meeting must also provide an opportunity for members of the public to directly address the legislative body on items within the legislative body's subject matter jurisdiction, subject to the agency's reasonable regulations re: time, manner, and conduct of public comment.

Bell Canyon CSD Board Meetings & Compliance with Brown Act Public Participation Requirements

- Bell Canyon CSD Board meetings are officially conducted as **in-person** Brown Act meetings
  - The Board's agenda identifies the physical location of the meeting where the members of the public can attend, & states the opportunity for public comment
  - Board meeting physical location is open and accessible to the public
- Unless explicitly specified, Bell Canyon board meetings **do not** utilize or rely upon a teleconferencing exemption
  - The Board's agenda makes clear that livestream of meetings provided as a courtesy so public can watch and listen. **It is a supplemental, listen only access tool.**
  - The Board's agenda language makes clear virtual meeting attendees are **NOT** required to submit public comment before meeting ***but have the option to***.

BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE, SUITE 2B
BELL CANYON, CALIFORNIA 91307

VIA E-MAIL AND FIRST-CLASS MAIL

October 16, 2026

Director of Code Compliance Division
Ventura County Resource Management Agency
800 South Victoria Avenue, L#1760
Ventura, CA 93009

Re: **Request for Stay of Civil Administrative Penalties**
Violation Case No. CV25-0603
8 Bell Canyon Road, Bell Canyon, CA 91307 (APN 685-0-060-235)

Dear Director of Code Compliance:

The Bell Canyon Community Services District (the "District"), owner of the property referenced above, is **requesting a stay of penalties** for Violation No. CV25-0603, pursuant to NCZO §8114-3.7 and VCBC §114.5 and the Department's Request to Stay Civil Administrative Penalties Guidelines. The District asks that the stay take effect as of the date of this letter, and that it be memorialized in a Compliance Agreement with time-bound milestones.

A stay is warranted for four reasons:

1. **The path to abatement was legally unclear until three weeks ago.** The District's records described the parcel as "Existing Community," zoned RE-20,000, with a 2011 Conditional Use Permit. Rather than file applications on uncertain assumptions, the District asked Planning for a formal determination. The County's Zoning Verification Letter (Case No. SV26-0023) issued on September 24, 2026, corrected those assumptions and identified the available path.
2. **That path does not require a countywide SOAR vote.** Planning confirmed that rezoning the parcel from Open Space (OS) to Open Space–Recreation (OS-REC) would not change its Open Space General Plan designation and would not, by itself, require a SOAR vote. Abatement is therefore achievable through the County's ordinary entitlement process.

Norton Alderson Director | *Adrienne Brutsman* Director | *Julie De St. Jean* President | *Shelby Linka* Vice President | *Peter Machuga* Director

3. **The District is a public agency.** Daily penalties are paid from public funds that serve Bell Canyon residents. Those funds are better directed to the permit applications, plans and fees required to bring the property into compliance.
4. **The District commits to a specific, dated timeline** (below) and will enter into a Compliance Agreement and pay the required processing fee.

Background and the County's Zoning Verification Letter

The Notice of Violation dated September 25, 2025 cited two violations: (1) detached metal roof patio covers over 120 square feet built without a building permit (VCBC §105.1), and (2) a use or structure requiring a permit or entitlement under NCZO §8101-3.1. Correcting the second violation depends entirely on what land use classification applies to the parcel and what entitlement is available. That question required a formal answer from Planning.

Planning's Zoning Verification Letter (Case No. SV26-0023), signed by Jennifer Trunk, Manager of the Permit Administration Section, established the following:

- **Zoning:** The parcel is zoned Open Space (OS-160 acres) with the Habitat Connectivity Wildlife Corridor and Critical Wildlife Passage Areas overlay zones.
- **General Plan:** The land use designation is Open Space. "Existing Community" is a GIS layer, not a General Plan designation, and the parcel lies outside that boundary.
- **Prior CUP:** Case No. LU09-0013 was withdrawn in October 2012 and never resulted in an approved entitlement.
- **SOAR:** The parcel is subject to SOAR. Redesignating it away from Open Space would require a countywide vote.
- **The available path:** A rezoning from OS to OS-REC changes only the zoning, not the General Plan designation, and "would not, by itself, require a SOAR vote." Recreational use remains subject to the NCZO, including any required discretionary entitlement.

This letter is the turning point in this case. It replaced an unworkable premise (a General Plan redesignation requiring a public vote) with a defined, County-recognized entitlement path. The District received the letter on September 24,

Norton Alderson Director | *Adrienne Brutsman* Director | *Julie De St. Jean* President | *Shelby Linka* Vice President | *Peter Machuga* Director

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30 HACKAMORE LANE, SUITE 2B
BELL CANYON, CALIFORNIA 91307

2026, less than two weeks before penalties began accruing on October 7, 2026, and is acting on it now.

Steps Already Taken to Abate the Violations

1. **Requested and obtained a formal zoning determination.** The District submitted a Zoning Verification Letter request to Planning on July 30, 2026 and received the County's response (Case No. SV26-0023) on September 24, 2026.
2. **Corrected the District's understanding of the parcel.** Based on that letter, the District has set aside the "Existing Community" and withdrawn-CUP premises and will proceed under the parcel's actual OS zoning and Open Space designation.
3. **Identified the entitlement path.** The District will pursue a zone change from OS to OS-REC, together with any discretionary entitlement the NCZO requires for the intended recreational use, which does not trigger a SOAR vote.
4. **Submitted this request** and stands ready to sign a Compliance Agreement and pay the processing fee.

Steps Still Needed and Timeline

The District proposes the following milestones. Dates for hearings depend on County processing times; the District will meet every deadline within its control and asks that the Compliance Agreement adjust County-dependent dates as needed.

Target date	Step	Violation addressed
November 20, 2026	Request a pre-application meeting with Planning to confirm submittal requirements for the OS to OS-REC zone change and the discretionary entitlement for the intended use	Both
December 18, 2026	Submit the zone change application and any required use entitlement application (e.g., CUP), with fees and, if a consultant is used, an Authorization of Agent form	No. 2 (use)

Norton Alderson Director | *Adrienne Brutsman* Director | *Julie De St. Jean* President | *Shelby Linka* Vice President | *Peter Machuga* Director

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January 29, 2027	Submit building permit application and plans for the detached metal patio covers, for review alongside the entitlement	No. 1 (permits)
Within 30 days of each County comment letter	Respond fully to completeness and correction comments	Both
Approx. August 2027 (County-set)	Planning Commission hearing	No. 2 (use)
Approx. October 2027 (County-set)	Board of Supervisors action on the zone change	No. 2 (use)
Within 60 days of entitlement approval	Obtain building permits for the patio covers; if they cannot be permitted, remove them within the same 60 days	No. 1 (permits)
Within 90 days of permit issuance	Complete construction and pass final inspection	No. 1 (permits)
Monthly, through abatement	Written status report to Code Compliance Officer Tamara McCready	Both

Full abatement: Both violations will be abated in full on or before **March 31, 2028**, or within 120 days after final County action on the entitlements, whichever is later.

If the entitlement is denied, the District will cease the non-permitted use and remove the non-permitted structures within 60 days of the final decision.

Accrued Penalties and Compliance Agreement

Penalties of $100 per day ($50 for each violation) have accrued since October 7, 2026. Given the District's good-faith pursuit of a formal County determination and the substantial progress it represents, the District respectfully asks the Director to exercise the authority under NCZO §8114-3.7.3 and VCBC §114.5.3 to waive the penalties accrued before the stay. If the Compliance Agreement requires payment of accrued penalties, the District asks that they be refunded as milestones are met, as the Guidelines allow.

Norton Alderson *Director* | *Adrienne Brutsman* *Director* | *Julie De St. Jean* *President* | *Shelby Linka* *Vice President* | *Peter Machuga* *Director*

BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE, SUITE 2B
BELL CANYON, CALIFORNIA 91307

The District will pay the Compliance Agreement processing fee upon notice of approval and will execute the agreement promptly.

The District appreciates the Department's consideration and Planning's clear guidance in Case No. SV26-0023. We are committed to resolving this matter fully and on schedule. Please direct any questions to me at 805-874-2121or gm@bellcanyoncsd.ca.gov.

Respectfully,

Walter Kelly
General Manager
Bell Canyon Community Services District

Enclosures:

- Zoning Verification Letter, Case No. SV26-0023 (September 24, 2026)
- Notice of Imposition of Civil Administrative Penalties (October 7, 2026)
- Notice of Violation and Notice of Impending Civil Administrative Penalties (September 25, 2025)

cc: Tamara McCready, Code Compliance Officer III
(Tamara.McCready@ventura.org)

Norton Alderson *Director*
Adrienne Brutsman *Director*
Julie De St. Jean *President*
Shelby Linka *Vice President*
Peter Machuga *Director*

Appeal Form

County of Ventura • Resource Management Agency • Planning Division
800 South Victoria Avenue, Ventura, CA 93009 • 805 654-2488 • www.vcrma.org/divisions/planning

Appeal Number: _____

To:
- ☐ Board of Supervisors
- ☑ Planning Commission
- ☐ PWA Advisory Agency

I hereby appeal the decision of the Ventura County Resource Management Agenc, which was given on October 7, 20 26.

The decision was as follows:

Previously notified on September 25, 2025 of violations. Correction of violations has not been accomplished at this time.

The grounds of appeal are (attach extra sheets as needed):

See attached.

I request that the appropriate decision making body take the following action:

1. Waive, or reduce to a nominal amount, the penalties accrued from October 7, 2026 through the date a stay is granted.
2. Reduce the daily penalty to $0, or a nominal amount, while the District meets the milestones in its stay request and any Compliance Agreement.
3. Hold this appeal in abeyance until the Director decides the concurrent stay request, so both can be resolved together.
4. Defer recording a civil penalty lien on the property while this appeal and the stay request are pending.
5. If any accrued penalties must be paid under a Compliance Agreement, refund them as milestones are met.

Name of Appellant: Bell Canyon Community Services District

Address of Appellant: 30 Hackamore Lane 2B Bell Canyon, CA 91307

Telephone Number of Appellant: 805-874-2121

Is the appellant a party in the application? Yes . If not, state the basis for filing the appeal as an "aggrieved person."

Representative: General Manager of Bell Canyon Community Services District

Signature of Appellant

10-16-26
Date

Appeal and deposit fee of $_____ (pursuant to fee schedule specified by Resolution No. 222 of the Ventura County Board of Supervisors) received by the Planning Division at _____(time) on _____, 20_____.

Dave Ward, AICP
Director- Planning Division

By _____

BELL CANYON COMMUNITY SERVICES DISTRICT
30 HACKAMORE LANE, SUITE 2B
BELL CANYON, CALIFORNIA 91307

October 16, 2026

Statement of Appeal

The Bell Canyon Community Services District (the "District") appeals the **amount** of the civil administrative penalties imposed by the Notice of Imposition dated October 7, 2026. The appeal is filed within ten days of receipt under NCZO §8114-3.7.5 and VCBC §114.5.5, and accompanies the County's completed appeal form.

The Notice imposes $50 per day for Permits Required–Non Permitted Construction and $50 per day for Zoning Violation–Activity or Use, a combined $100 per day beginning October 7, 2026.

This appeal is limited to the penalty amount. The District does not contest the existence of the noticed violations, and is actively working to abate them. Concurrently with this appeal, the District is submitting a written Request for Stay of Civil Administrative Penalties to the Director of Code Compliance, with a dated abatement timeline.

Grounds for Reducing the Penalty Amount

1. **Abatement depended on a County determination the District received only on September 24, 2026.** Correcting the use violation (NCZO §8101-3.1) required knowing the parcel's actual zoning, General Plan designation and available entitlement. The District requested a formal Zoning Verification Letter. Planning's response (Case No. SV26-0023) arrived less than two weeks before penalties began on October 7, 2026.
2. **That letter changed the abatement path.** The District had understood the parcel to be "Existing Community," zoned RE-20,000, with a 2011 CUP. Planning clarified that the parcel is zoned OS-160 acres with an Open Space General Plan designation, that "Existing Community" is not a land use designation, and that CUP LU09-0013 was withdrawn in 2012. Planning also confirmed that a rezoning from OS to OS-REC would not, by itself, require a SOAR vote. Before that letter, the District could not responsibly file entitlement applications.

Norton Alderson Director | *Adrienne Brutsman* Director | *Julie De St. Jean* President | *Shelby Linka* Vice President | *Peter Machuga* Director

BELL CANYON COMMUNITY SERVICES DISTRICT
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3. **The District has made substantial progress and has a dated plan.** Under NCZO §8114-3.7.3 and VCBC §114.5.3, the Director may reduce the daily penalty or modify the penalty where substantial progress has been made. The District obtained the County's formal determination, identified the entitlement path, and has submitted a stay request with milestones and a full-abatement date.
4. **The District is a public agency.** Penalties are paid from public funds raised to serve Bell Canyon residents. Penalty dollars reduce the funds available for the applications, plans and fees needed to achieve compliance, which is the purpose of the penalty program.
5. **The penalties serve no further deterrent purpose.** The District is not resisting compliance. It is pursuing the exact path the County identified, and will be bound by a Compliance Agreement.

Norton Alderson Director | *Adrienne Brutsman* Director | *Julie De St. Jean* President | *Shelby Linka* Vice President | *Peter Machuga* Director

COUNTY of VENTURA

RESOURCE MANAGEMENT AGENCY
DAVE WARD
Planning Director

SUSAN CURTIS
Assistant Planning Director

September 24, 2026

Mr. Walter Kelly, General Manager
c/o Bell Canyon Community Services District
390 Hackamore Lane, Suite 2B
Bell Canyon, CA 91307

E-mail: gm@bellcanyoncsd.ca.gov

Subject: Assessor Parcel Number (APN) 685-0-060-235
Zoning Verification Letter (Case No. SV26-0023)

Dear Mr. Walker:

The Ventura County Resource Management Agency (RMA), Planning Division, is in receipt of your request for a Zoning Verification Letter regarding Assessor Parcel Number (APN) 685-0-060-235.

The Bell Canyon Community Services District requested information regarding the subject parcel. In response to your inquiry, Planning provides the following information:

1. The Parcel's current zoning classification under the County's Non-Coastal Zoning Ordinance.

Response: APN 685-0-060-235 is currently zoned Open Space (OS-160 acres) and is subject to the Habitat Connectivity Wildlife Corridor (HCWC) and Critical Wildlife Passage Areas (CWPA) overlay zones under the County's Non-Coastal Zoning Ordinance (NCZO).

2. The parcel's current General Plan land use designation.

Response: The General Plan land use designation for APN 685-0-060-235 is Open Space.

3. Whether that General Plan designation is "Existing Community" or Open Space" (or another designation) given the discrepancy below.

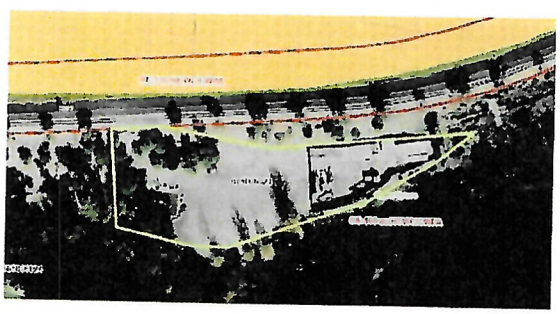
Response: In the "Basis of this Request," it is stated that APN 850-0-111-105 is a legal lot, as evidenced by the Certificate of Compliance (Instrument No. 2026000040665), and that the parcel has a General Plan land use designation of "Existing Community" and is zoned RE-20,000 (Rural/Residential Exclusive, with a 20,000-square-foot minimum lot size). The request also references a Conditional Use Permit (CUP), Case No. LU09-0013, which is described as having been approved in 2011.

There are several factual and land use distinctions that should be clarified. First, the General Plan land use designation for APN 850-0-111-105 is Very Low Density Residential. This new land use designation was applied to this parcel as part of the 2040 General Plan Update adopted in September 2020. Although the RMA Geographic Information System (GIS) identifies the parcel as being within the "Existing Community" layer, "Existing Community" is not a General Plan land use designation. Rather, the "Existing Community" layer is intended to identify existing urban residential, commercial, or industrial enclaves located outside incorporated cities and designated unincorporated urban centers. Accordingly, the presence of a parcel within the GIS "Existing Community" layer should not be construed as a General Plan land use designation of "Existing Community."

Second, the reference to the County's 2024 Urban Park Use as being permitted because the parcel is designated "Existing Community" is incorrect. Urban parks are permitted within the residential zones identified in the applicable zoning regulations, including RE, RO, R1, R2RPDS, and RHD. These residential zones are excluded from SOAR.

Third, the reference to Conditional Use Permit Case No. LU09-0013 requires clarification. In November 2010, a CUP application was submitted for APN 850-0-111-105 to construct a Public Service/Utility Facility for the Bell Canyon Community Services District and the Bell Canyon Association. The application was subsequently withdrawn in October 2012. Consequently, the application did not result in an approved CUP or an entitlement authorizing construction of the proposed facility. Therefore, it should not be characterized as an approved CUP from 2011.

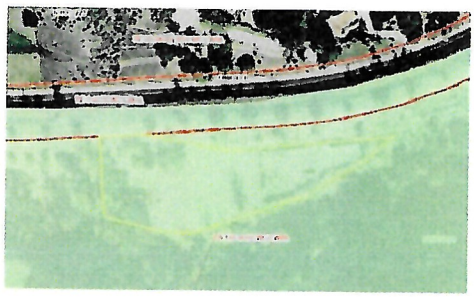
Finally, the "Existing Community" boundary in the vicinity of Bell Canyon does not support applying that designation to APN 685-0-060-235. RMA GIS indicates that the "Existing Community" area in this vicinity is located north of Bell Canyon Road and does not include APN 685-0-060-235. The parcel is outside the "Existing Community" boundary depicted on the adopted General Plan maps.



As a result, there would be no redesignating APN 685-0-060-235 as "Existing Community" as it is not a General Plan land use designation.

4. Whether the Parcel (APN 685-0-060-235) is subject to the County's Save Open Space and Agricultural Resources (SOAR) ordinance (Measure C / SOAR, in effect through 2050) and if so, what process would be required to change its designation.

Response: APN 685-0-060-235 is subject to the County's Save Open Space and Agricultural Resources (SOAR) Ordinance (Measure C). Under the County's SOAR Ordinance, land designated Agriculture, Open Space, or Rural in the County General Plan may not be redesignated to another land use category without approval by a vote of the people, subject to the limited exceptions specified in the ordinance.[1]



Accordingly, because APN 685-0-060-235 has an Open Space General Plan land use designation, any proposed amendment that would change the property's General Plan land use designation from Open Space to another land use category would constitute a SOAR-triggering General Plan amendment and would require countywide voter approval.

The County allows privately initiated General Plan Amendments; however, proposed amendments involving SOAR-protected land must proceed in accordance with the SOAR Ordinance, including its voter-approval requirements where applicable. Please note, SOAR Section 2.(1).(l)(e) allows the Board of Supervisors without a vote of the people, to re-designate properties from Open Space to Agricultural pursuant to the provisions for making such amendments set forth in state law and Board adopted policies.

The distinction between a General Plan land use designation and a zoning designation is important in this case. The SOAR initiative is not intended to impede a property owner from rezoning land consistent with the General Plan land use designation. A proposed rezoning from Open Space (OS) to Open Space–Recreation (OS-REC) would change only the underlying zoning designation and would not change the property's existing Open Space General Plan land use designation. Consequently, the zone change would not, by itself, require a SOAR vote.

Note, recreational use remains subject to the applicable provisions of the Non-Coastal Zoning Ordinance, including any required discretionary entitlement. When reviewing the permitted uses, please note that terms appearing in *italics* are defined in Article 2 of the NCZO. For example, Article 2 defines "natural parks" as public facilities. Accordingly, if the Bell Canyon Community Services District considers a natural park as part of the

[1] County of Ventura Measure SOAR Initiate 2050, Section 2.1.(h), (m), (n) available at: https://rma.venturacounty.gov/divisions/planning/ventura-county-general-plan/#docaccess-05d24567d848b05ee823acdf6228b73c.

proposed use, the applicable definition and development standards should be reviewed carefully, particularly in consideration of the gated-community context of the area.

For reference, the Ventura County Non-Coastal Zoning Ordinance (NCZO) is available at the link provided below.

Non-Coastal Zoning Ordinance (NCZO)
https://rmadocs.venturacounty.gov/planning/ordinances/non-coastal-zoning/ventura-county-non-coastal-zoning-ordinance.pdf

This letter is based on the zoning, General Plan, and GIS information available to the Planning Division as of the date of this letter.

If you have any questions about this letter, please contact me at (805) 654-2465 or Jennifer.Trunk@venturacounty.gov.

Sincerely,

Jennifer Trunk

Jennifer Trunk, Manager
Permit Administration Section
Ventura County Planning Division

Cc Case File

COUNTY of VENTURA

RESOURCE MANAGEMENT AGENCY
JONATHAN WOOD
Code Compliance Director

NOTICE OF IMPOSITION OF CIVIL ADMINISTRATIVE PENALTIES

October 07, 2026

BELL CANYON COMMUNITY SERVICES
30 HACKAMORE LANE UNIT 2B
BELL CANYON, CA 91307-1027

Please Reply To: Tamara McCready
(805) 654-3586
Tamara.McCready@ventura.org

SUBJECT: **Imposition of Civil Administrative Penalties**

Violation No.:	**CV25-0603**
Property Address:	**8 Bell Canyon Road Oak Park, CA 91307**
Assessor's Parcel No.:	**685-0-060-235**

Dear Property Owner,

You are being sent this notice because you have failed to correct existing violation(s) of the Ventura County Coastal Zoning Ordinance ("CZO"), Non-Coastal Zoning Ordinance ("NCZO"), and/or Ventura County Building Code ("VCBC") at the subject property referenced above.

Because of this failure, commencing on 10/07/2026, and each day thereafter the violation(s) are not corrected, the Code Compliance Division will impose civil administrative penalties on you as provided below.

You were previously notified of these violation(s) on 09/25/2025, when the Code Compliance Division mailed you a Notice of Violation and Notice of Impending Civil Administrative Penalties. For your records and convenience, a copy of that notice is attached. That prior Notice outlined the violation(s) which had been identified and confirmed by Code Compliance, informed you of the steps necessary to correct or abate them, and provided you with a deadline by which the violations must be corrected or abated, or else the County would be entitled to impose civil administrative penalties.

Correction of the identified violation(s) has not been accomplished or communicated to the Code Compliance Division by the stated compliance deadline. Therefore, pursuant to applicable provisions of the Zoning Ordinance (CZO §8183-5.7; NCZO §8114-3.7); and/or Building Code (VCBC) §114.5), the County will begin imposing Civil Administrative Penalties (CAP) for each day of violation - from imposition until abatement is confirmed by the County.

IMPOSITION AND ACCRUAL OF THE CIVIL ADMINISTRATIVE PENALTIES:

The specific uncorrected violations identified on the subject property are listed below, along with the amount of the civil penalty that you will be assessed for each violation. Each day the violations remain in existence and are not corrected will result in an additional assessment of the listed civil penalty amount against the subject property. (ref. CZO §8183-5.7.4; NCZO §8114-3.7.4; VCBC §114.5.4).

Permits Required-Non Permitted Construction - $50.00

Zoning Violation- Activity or Use - $50.00

APPEAL OF IMPOSED CIVIL PENALTIES:

The appeal period to contest the existence of the noticed violation(s) has expired based upon applicable deadlines contained in the Notice of Violation dated 09/25/2025. However, you may contest the amount of the civil penalty imposed against you by filing an appeal within ten (10) days of receipt of this Notice of Imposition of Civil Penalties, in accordance with the applicable Zoning Ordinance (CZO §8183-5.7.5; NCZO §8114-3.7.5) and/or the Building Code (VCBC §114.5.5). Appeal forms are available at the Code Compliance Desk 800 S. Victoria Avenue, Ventura. or online at https://rma.venturacounty.gov/divisions/planning/appeals/. Completed forms must be submitted via in-person, by mail or email to the assigned officer. Incomplete appeal forms may be rejected.

PAYMENT OF IMPOSED CIVIL PENALTIES AND RECORDATION OF A LIEN ON THE SUBJECT PROPERTY:

Civil Penalties are due to the County immediately, payable to the Resource Management Agency, Code Compliance Division. A civil penalty lien will be recorded on the subject property. A release of the lien will be recorded only upon satisfaction of the civil penalties due, correction of the violations(s) noticed, and payment of the release fee as set annually by the Board of Supervisors.

INCREASE OR DECREASE OF IMPOSED CIVIL PENALTIES:

Please take notice that you are subject to increased civil penalties in accordance with applicable provisions of the Zoning Ordinance (CZO §8183-5.7.3; NCZO §8114-3.7.3) and/or the Building Code (VCBC §114.5.3), if the violations continue and are not abated to the satisfaction of the Code Compliance Director or designee. If substantial progress has been made to correct the violation(s), the Code Compliance Director or designee may reduce the dollar amount of civil penalties charged daily, reassess the penalty type, or modify other aspects of the imposed civil penalty.

STOPPING OF DAILY ACCRUAL OF CIVIL PENALTIES:

Please take notice that the daily accrual of civil penalties set forth above may only be stopped if you provide evidence to the satisfaction of the Code Compliance Director or designee of each violations' correction. Accrual of daily civil penalties may be stayed (temporarily stopped) by requesting a Stay of Civil Administrative Penalties, in writing, delivered to the Code Compliance Director. The request for stay must state anticipated steps to abate the violation(s) and a reasonable timeline for those steps. If approved, the property owner must enter into a Compliance Agreement (contract) with the County Code Compliance Division, agreeing to specific,

COUNTY of VENTURA

RESOURCE MANAGEMENT AGENCY
DOUG LEEPER
Code Compliance Director

NOTICE OF VIOLATION AND
NOTICE OF IMPENDING CIVIL ADMINISTRATIVE PENALTIES

September 25, 2025

Please Reply To: Tamara McCready
(805) 654-3586
Tamara.McCready@ventura.org

Bell Canyon Community Services District
30 Hackamore Lane, Unit 2B
Bell Canyon, CA 91307-1027

Violation No.: **CV25-0603**

Property Address: **8 Bell Canyon Road Oak Park, CA 91307**

Assessor's Parcel No.: **685-0-060-235**

Dear Property Owner,

The Code Compliance Division has confirmed that violation(s) of the Ventura County Building Code, International Property Maintenance Code, and/or Zoning Ordinance exist on the subject property. The violation(s) must be corrected or abated within 30 days. If not, additional enforcement will be taken.

VIOLATIONS:

Following are the activities, uses, or structures which constitute violation(s) of the Ventura County Building Code, International Property Maintenance Code, and/or Zoning Ordinance identified by section number, the actions that must be taken to correct the violation(s), and the range of applicable daily civil administrative penalties.

1. PERMITS REQUIRED: Ventura County Building Code Section 105.1

VIOLATION: Non-permitted construction, alterations, improvements, or modifications, to the property. The non-permitted work includes, but is not limited to the following:

A. Detached metal roof patio covers in excess of 120 square feet in size.

2. NON-PERMITTED USE OR ACTIVITY: Ventura County Zoning Ordinance (VCZO) Non-Coastal Section 8101-3.

VIOLATION: A use or activity requiring a permit or entitlement as defined by the provisions of the VCZO has been identified on the property. The non-permitted use or activity includes the following:

A. Required Permit (VCZO Section 8101-3.1): An unallowed structure or use not adhering to regulations has been identified on the property.

COUNTY of VENTURA

RESOURCE MANAGEMENT AGENCY
JONATHAN WOOD
Code Compliance Director

Request to Stay Civil Administrative Penalties Guidelines

To receive a stay of Civil Administrative Penalties, a letter requesting a "Stay of Penalties" needs to be written. The following must be included in the letter:

- Address the letter to the attention of: Director of Code Compliance Division.
- The property owner's name
- The property's exact physical address
- Current contact information
- The violation number
- State that you are "requesting a stay of penalties".
- The steps that have already been taken to abate the violations
- The steps that are still needed to abate the violations
- A timeline with dates for when the future steps will be taken to resolve the violation
- A date for when the violation will be abated in full

When developing the timeline for future steps that are to be taken, please allow yourself a reasonable amount of time to accomplish them. The same idea should be taken with the date for when the violation will be abated in full. If anyone is to be representing you and obtaining permits on your behalf, an "Authorization of Agent" form will need to be provided.

Once you have completed and signed the letter, you may deliver it either in person or via mail, email, or fax to:

Ventura County Code Compliance
800 S Victoria Ave L#1760
Ventura, CA 93009
Fax: 805-477-1588
Email: Code.Compliance@venturacounty.gov

Upon notice of approval of your request for stay, you may be required to enter into a Compliance Agreement. The Compliance Agreement is a contract between you and the County of Ventura stating that the County of Ventura will not impose Civil Penalties as long as you follow through with the agreed upon abatement procedures.

A processing fee must be paid to begin the Compliance Agreement process. The processing fee is $563 for basic Compliance Agreements or $1,023 for complex Compliance Agreements and is determined by the Director of Code Compliance. The Compliance Agreement may also require that any accrued Civil Administrative Penalties be paid to date in part or in full. These paid penalties may be refunded in part or in full as milestones are met and/or abatement of violations are confirmed within the agreed upon milestones.