City of Rolling Hills INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521
FAX (310) 377-7288

AGENDA | **CITY COUNCIL** | **CITY OF ROLLING HILLS**
Regular City Council Meeting | **Monday, July 12, 2021** | **7:00 PM**

SUPPLEMENTAL

Zoom access: https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmUT09
Or dial (669) 900-9128
meeting ID: 872 2717 5757 passcode: 780609

All Councilmembers will participate in-person and the meeting will be broadcasted via Zoom. The meeting agenda is available on the City's website. A live audio of the City Council meeting will be available on the City's website. Both the agenda and the live audio can be found here: https://www.rolling-hills.org/government/agenda/index.php.

Members of the public may observe and orally participate in the meeting via Zoom and or submit written comments in real-time by emailing the City Clerk's office at cityclerk@cityofrh.net. Your comments will become part of the official meeting record. You must provide your full name, but please do not provide any other personal information that you do not want to be published.

Audio recordings to all the City Council meetings can be found here: https://cms5.revize.com/revize/rollinghillsca/government/agenda/index.php
While on this page, locate the meeting date of interest then click on AUDIO. Another window will appear. In the new window, you can select the agenda item of interest and listen to the audio by hitting the play button. Written Action Minutes to the City Council meetings can be found in the AGENDA, typically under Item 4A Minutes. Please contact the City Clerk at 310 377-1521 or email at cityclerk@cityofrh.net for assistance.

Next Resolution No. 1286 *Next Ordinance No. 371*

1. CALL TO ORDER

2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

*This is the appropriate time for members of the public to make comments regarding the items on the consent calendar or items **not** listed on this agenda. Pursuant to the Brown Act, no action will take place on any items not on the agenda.*

4. MEETING MINUTES

4.A. REGULAR MEETING MINUTES OF JUNE 14, 2021; ANDÂ REGULAR MEETING MINUTES OF JUNE 28, 2021.

RECOMMENDATION: Approve as presented.

RH 06.14.2021_CCMinutes.v4.F.docx

06.28.2021_CCMinutes.P.docx

5. CONSENT CALENDAR

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

5.A. PAYMENT OF BILLS.

RECOMMENDATION: Approve as presented.

Payment of Bills.pdf

5.B. SPONSOR THE LEAD BLOCK CAPTAINS TO ATTEND THE 2021 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO ON SEPTEMBER 22-24, 2021 AT THE SAFE CREDIT UNION CONVENTION CENTER IN SACRAMENTO.

RECOMMENDATION: Approve travel and accommodation expenses for the Lead Block Captains to attend the Sacramento conference in September 2021.

League_HP_2020_BR.pdf

Helen Putnam Award of Excellence_RollingHillsApp.pdf

Estimate for airfare.pdf

Estimate for hotel.pdf

5.C. APPROVE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE PALOS VERDES PENINSULA LAND CONSERVANCY FOR PHASE 3 FUEL LOAD REDUCTION IN THE NATURE PRESERVE IN THE AREAS ADJACENT TO THE CITY BORDER.

RECOMMENDATION: Approve the amended agreement.

Second Amendment to Fire Fuel Abatement WITH PVP Land Conservancy.pdf

5.D. LETTER OF COMMENDATION FOR TREVOR MOORE, LOS ANGELES COUNTY FIRE DEPARTMENT DEPUTY FORESTER.

RECOMMENDATION: Approve letter of commendation for Trevor Moore.

2021-07-06 LtrofCommendation.pdf

6. COMMISSION ITEMS

7. PUBLIC HEARINGS

7.A. A PUBLIC HEARING TO CONSIDER AND APPROVE A RESOLUTION AUTHORIZING PLACEMENT OF SOLID WASTE SERVICE CHARGES OWED TO REPUBLIC SERVICES PURSUANT TO ITS SOLID WASTE FRANCHISE WITH THE CITY OF ROLLING HILLS ON THE FY 2021-2022 LOS ANGELES COUNTY AUDITOR-CONTROLLER'S OFFICE ANNUAL TAX ROLL.

RECOMMENDATION:

It is recommended that the City Council open the public hearing, and:

1. **Make a finding that there is no majority protest by property owners within the City of Rolling Hills; and**
2. **Adopt the enclosed Resolution, with attached Report, and place the sanitation service charge on the annual County of Los Angeles Tax Roll.**

Copy of City of Rolling Hills 2021-22 Tax Roll.pdf
Proof of Publication.pdf
Report Re Sanitation Charge-c1.pdf
Resolution RE Annual Sanitation Charge.pdf
City_of_Rolling_Hills_Parcel_Map_20200724_with_Roads.pdf

8. OLD BUSINESS

8.A. ROLLING HILLS 5TH CYCLE HOUSING ELEMENT CERTIFICATION BY CALIFORNIA DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

RECOMMENDATION: Receive and file.

HCD Certification Letter RollingHills-Adopted070721.pdf

8.B. REVIEW OVERALL PROJECT COST ESTIMATES AT 65% DESIGN PROGRESS FOR TWO LAYOUT OPTIONS FOR THE CITY HALL ADA IMPROVEMENTS PROJECT AND PROVIDE DIRECTION TO STAFF.

RECOMMENDATION: Review additional data for the project and provide direction to staff.

rolling hills city hall _option2_202006008d Layout1 (1).pdf
20210519_city hall renovation cost estimate_two options.pdf
20200509_rollinghills_costestimate10.pdf
20210707_option 1_alt Layout1 (1).pdf

9. NEW BUSINESS

9.A. SBCCOG COMMEMORATIVE SHOVEL TO CELEBRATE THE NOVEMBER "TURN-UP" OF THE SOUTH BAY FIBER NETWORK.

RECOMMENDATION: Accept commemorate shovel and receive and file report.

SBFN FAQ.pdf
SBFN Shovel Presentation Statement.pdf
thumbnail_20210708_111323.jpg

9.B. RECEIVE AND FILE UPDATED ADMINISTRATIVE REGULATIONS FOR CITY RESPONSE IN THE WORKPLACE TO COVID-19.

RECOMMENDATION: Receive and file.
COVID-19PreventionProgram-July2021-REVISED.pdf
Original AdminPolicyCityResponseWorkplaceToCOVID-19.pdf

9.C. DEMONSTRATION OF RESIDENT PORTAL: EMERGENCY INFORMATION SYSTEM AND TRADING POST.
RECOMMENDATION: Receive and file the project demonstration, and direct staff to deploy the Emergency Information System and Trading Post.
ResidentPortal_Login_ScreenShot.pdf
Emergency Information System_Screen_Shot.pdf
TradingPostScreenShot.pdf

9.D. REPORT ON JUNE 30, 2021 FIRE FUEL COMMITTEE MEETING.
RECOMMENDATION: Approve the Committee's recommendations and receive and file report.
6.30.2021 Fire Fuel Committee Agenda Packet 06.30.2021.pdf
Rolling_Hills_SOW_2_16_21_v2.pdf
PriorityCanyonsIdentifiedByFireDepartment2021.pdf
City of_RH_CANYONS Google Maps.pdf
Priority Canyon Identified by FD Corrected.pdf

9.E. APPROVE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL DESIGN ASSOCIATES FOR LANDSCAPE PLAN CHECK SERVICES.
RECOMMENDATION: Approve first amendment to the Professional Service Agreement with Environmental Design Associates.
Env. Design Assoc. Signed Rolling Hills Contract 7-19.pdf
1st Amendment Time Extension to Environmental Design Associates 07.30.21.doc

9.F. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES FOR FINANCE SERVICES FOR A NOT-TO-EXCEED AMOUNT OF $68,960 FOR FISCAL YEAR 2021-2022.
RECOMMENDATION: Approve agreement as presented.
MV Cheng finance services (2)-c1_2021-07-08.pdf
FinanceAgreementRAMS-2012.pdf
FinanceAgreementRAMS-2015_Extension.pdf
Finance_Accouning_Treasury Services Agreement 2017 EXECUTED.pdf

10. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

10.A. ROLLING HILLS COMMUNITY ASSOCIATION (RHCA) GATE ATTENDANT TRAVON THOMPSON'S SERVICE TO THE COMMUNITY.
RECOMMENDATION: None.

10.B. AB 215 HOUSING ELEMENT: REGIONAL HOUSING NEED: RELATIVE PROGRESS DETERMINATION.Â (DIERINGER)
RECOMMENDATION: Receive presentation from Mayor Dieringer.
20210AB215_97.pdf
VOTES - Copy.docx
AB - Copy.docx

202120220AB215_Senate Housing.pdf
202120220AB215_Assembly Floor Analysis.pdf
202120220AB215_Assembly Appropriations.pdf
202120220AB215_Assembly Local Government.pdf
202120220AB215_Assembly Housing And Community Development.pdf

10.C. DRONE POLICY. (DIERINGER)
RECOMMENDATION: Receive presentation from Mayor Dieringer.
MuniCode9.38-HermosaBch.pdf

11. MATTERS FROM STAFF

11.A. FIRE FUEL ABATEMENT ENFORCEMENT CASES QUARTERLY REPORT FOR THE SECOND QUARTER OF 2021 (APRIL 1 THROUGH JUNE 30).
RECOMMENDATION: Consider and approve purchase of utility vehicle and receive and file quarterly report on code cases.
2nd Quarter Report All Open Cases_07.12.21_v2.docx
2nd Quarter Report Closed Cases_071221.docx
All Open Cases Comprehensive Report_07.12.21_v1.docx

12. CLOSED SESSION

13. ADJOURNMENT
Next regular meeting: Monday, July 26, 2021 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

Public Comment is welcome on any item prior to City Council action on the item.

Documents pertaining to an agenda item received after the posting of the agenda are available for review in the City Clerk's office or at the meeting at which the item will be considered.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting due to your disability, please contact the City Clerk at (310) 377-1521 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility and accommodation for your review of this agenda and attendance at this meeting.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.A
Mtg. Date: 07/12/2021

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

FROM: **JANELY SANDOVAL, CITY CLERK**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **REGULAR MEETING MINUTES OF JUNE 14, 2021; AND REGULAR MEETING MINUTES OF JUNE 28, 2021.**

DATE: **July 12, 2021**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
RH 06.14.2021_CCMinutes.v4.F.docx
06.28.2021_CCMinutes.P.docx

MINUTES OF A
REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, JUNE 14, 2021

1. CALL TO ORDER

The City Council of the City of Rolling Hills met via Zoom Teleconference on the above date at 7:02 PM.

Mayor Bea Dieringer presiding.

2. ROLL CALL

Present:	Mayor Dieringer, Pieper, Mirsch and Wilson.
Absent:	Mayor Pro Tem Black.
Staff Present:	Elaine Jeng, City Manager
	Meredith Elguira, Planning and Community Services Director
	Janely Sandoval, City Clerk
	Ashford Ball, Senior Management Analyst
	Michael Jenkins, City Attorney
	Terry Shea, Finance Director
	Barry Miller, Housing Consultant
	Larry Hall, Appellant Lawyer
	Vincent DiBiasi, Appellant Architect
	Jeff Lewis, Applicant Lawyer
	Alan Palermo, Project Manager
	Cris Sarabia, Palos Verdes Land Conservancy Conservation Director

3. OPEN AGENDA PUBLIC COMMENT WELCOME

Resident Alfred Visco, 15 Clinchring Road, commented on the status on acquiring communication devices for the Block Captains.

4. CITY COUNCIL MINUTES

4A REGULAR MEETING OF MAY 24, 2021

The City Council waited briefly for Mayor Pro Tem Black to join the meeting. The item on City Council meeting minutes was presented out of order.

City Clerk Janely Sandoval presented minor edits to the minutes requested by Mayor Dieringer.

MOTION: Councilmember Pieper motioned to approve the minutes as amended and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

5. CONSENT CALENDAR

5A PAYMENT OF BILLS

5B RECEIVE AND FILE A REQUEST FOR PROPOSAL TO PROVIDE ENVIRONMENTAL ASSESSMENT FOR THE VEGETATION MANAGEMENT IN THE CANYONS GRANT PROJECT.

5C APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING TO CONDUCT A SEWER FEASIBILITY STUDY (PHASE III) ON CONNECTIONS TO THE PROPOSED 8" SEWER MAIN ALONG PORTUGUESE BEND ROAD/ ROLLING HILLS ROAD.

MOTION: Councilmember Pieper motioned to approve the consent items and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

6. COMMISSION ITEMS

None.

7. PUBLIC HEARINGS

7A CONSIDER AND APPROVE RESOLUTION 1276 TO CREATE ASSESSMENT DISTRICT FOR CREST ROAD EAST UNDERGROUNDING PROJECT.

Planning and Community Services Director Meredith Elguira provided a summary of the proposed resolution.

Councilmember Mirsch asked about the fiscal impact on the Rule 20A work credits and if the residents know that they are responsible for undergrounding their service line.

Planning and community Services Director Elguira provided an explanation of the Rule 20 work credits and noted that the grant will cover the property owners' service lines.

MOTION: Councilmember Mirsch moved to approve Resolution No. 1276 to create the underground utility district and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

7B CONSIDER AND APPROVE RESOLUTION NO. 1277 OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ADOPTING AMENDMENTS TO THE 2014-2021 ROLLING HILLS HOUSING ELEMENT. A NEGATIVE DECLARATION WAS PREVIOUSLY PREPARED, ADOPTED, AND FILED FOR THIS PROJECT.

Housing Consultant Barry Miller provided summary of project and final edits to the City's Housing Element.

Discussion ensued between Councilmembers and Housing Consultant Miller on clarifications to the final Housing Element.

MOTION: Councilmember Pieper motioned to approve as presented and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch and Wilson
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

7C CONSIDER APPROVAL OF RESOLUTION NO. 1279 DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S APPROVAL OF SITE PLAN REVIEW, CONDITIONAL USE PERMIT AND VARIANCE FOR A MIXED STRUCTURE LOCATED AT 24 CINCHRING ROAD (NAKAMURA).

Planning and Community Services Director Elguira presented project, applicant's request, and a summary of appeals made and approved prior post hoc.

Appellant Lawyer Larry Hall stated the reason behind Dr. Elliot Brunner's appeal, explained that the Nakamura's application does not follow City code due to being a conjoined structure, and informed that group that the Nakamura's project impairs his client's view.

Appellant and resident Dr. Brunner, 26 Cinchring Road provided his statement and the reasons why he believed the project is illegal.

Appellant Architect Vincent DiBiasi stated that the project cannot be completed as approved due to the elevation of the house as constructed on the property.

Councilmember Wilson asked if he should recuse himself.

Planning and Services Director Elguira explained that Councilmember Wilson's property is located beyond 500 ft. from the project and he did not need to recuse himself.

City Attorney Mike Jenkins added that if Councilmember Wilson believed it will be a conflict of interest for him to participate on this item, Councilmember Wilson can ask to recuse himself.

Councilmember Wilson recused himself and turned off Zoom camera at 7:55 PM.

Applicant Lawyer Jeff Lewis stated the legality of the applicant's project and noted that the mixed use structure is not conjoined, with the previously approved residence as claimed by the appellant team.

Misty Nakamura, representing the applicant stated that appellant's goal is to delay the project.

Resident Clint Patterson, 24 Georgeff Road, informed the City Council that previously, he submitted written comment and agreed that the mixed use structure is conjoined with the residence.

Resident Jim Aichele, 14 Crest Road West, expressed concern that resident Patterson was biased on the matter as the appellant's possible real estate agent.

Appellant Lawyer Hall stated previously that the Nakamuras have disregarded City laws and standards, and received a stop work order for their actions.

Appellant Architect DiBiasi expressed his concern that the proposed project has a higher roofline obstructing the view of the appellant.

Misty Nakamura stated that the new proposed project will have the same roofline and will not obstruct the appellant's view.

Councilmember Pieper requested City Attorney Jenkins to provide clarification on the appropriate discussions for this item.

City Attorney Jenkins clarified that the proposed resolution only pertained to the mixed-use structure.

Discussions ensued among Councilmembers.

MOTION: Councilmember Pieper motioned to deny the appeal of the Planning Commission's decision and to adopt the resolution in the agenda packet, and Councilmember Mirsch seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, and Mirsch.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: Wilson.

8. OLD BUSINESS

8A RECEIVE AN UPDATE REGARDING A PENINSULA CITIES JOINT LETTER EXPRESSING CONCERNS REGARDING SPECIAL DIRECTIVE POLICIES IMPACTING PUBLIC SAFETY AND PROVIDE DIRECTION TO STAFF.

Mayor Dieringer informed the group of her conflict of interest on this item and delegated Councilmember Pieper to lead the discussion. Mayor Dieringer recused herself at 8:39 PM by turning off her Zoom Camera.

Councilmember Wilson turned Zoom camera on at 8:39 PM.

City Clerk Sandoval informed the City Council that the City of Rolling Hills Estates might not participate in the joint letter.

Resident Visco stated that the City Council should not sign letter if all four cities do not participate.

Discussion ensued between Councilmembers.

Councilmember Pieper directed staff to bring the item back only if all four cities agree to participate in the joint letter.

Mayor Dieringer turned on Zoom camera at 8:46 PM.

8B REVIEW OVERALL PROJECT COST ESTIMATES AT 65% DESIGN PROGRESS FOR TWO LAYOUT OPTIONS FOR THE CITY HALL ADA IMPROVEMENTS PROJECT AND PROVIDE DIRECTION TO STAFF.

MOTION: Councilmember Pieper motioned to reschedule the item to the next meeting and Councilmember Mirsch seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

8C CONSIDER AND APPROVE A PROPOSAL FROM PACIFIC ARCHITECTURE AND ENGINEERING FOR THE DESIGN OF THE EMERGENCY POWER SOLUTION TO REPLACE THE NON-WORKING EMERGENCY STANDBY GENERATOR.

City Manager Elaine Jeng presented the proposal from Pacific Architecture and Engineering.

Discussion ensued between staff and Councilmembers.

Resident Visco asked for clarification on the pricing for a 5KW battery in the assessment study, and asked if Tesla products were considered.

MOTION: Councilmember Pieper motioned to approve the proposal and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

9. OLD BUSINESS

City Manager requested the Mayor to take item 9B out of order in recognition of the Palos Verdes Land Conservancy Representatives waiting to present on their proposal.

9B CONSIDER AND APPROVE PROPOSAL FROM THE PALOS VERDES PENINSULA LAND CONSERVANCY FOR ADDITIONAL FUEL LOAD REDUCTION IN THE NATURE PRESERVE IN THE AREAS ADJACENT TO THE CITY BORDER.

Senior Management Analyst Ashford Ball presented a summary of the proposal and current projects previously commissioned by the City.

Palos Verdes Peninsula Land Conservancy (PVPLC) Conservation Director Cris Sarabia presented fuel abatement progress and the upcoming work in the Preserve.

Councilmember Pieper noted that he wants to see that the resources for on-going maintenance are reduced or stabilized going forward.

Discussion ensued among Councilmembers, City Manager, and Conservation Director Sarabia.

Resident Visco expressed that he has not seen all areas of Phase 1 mowed. He expressed that Rancho Palo Verdes should provide funds for fuel abatement.

Conservation Director Sarabia responded that Phase I areas have been mowed.

Resident Aichele requested information regarding the Portuguese Canyon Creek.

Cris Sarabia responded that the creek is seasonal and only flows during a rain event.

Mayor Dieringer noted that since the City has already committed $84,000 city funds for fuel mitigation in the conservancy, the City should authorize only $26,000 of the $87,000 being proposed by the conservancy for additional fuel mitigation. She noted that the additional $61,000 was for acacia removal that did not border our city and this money could be used for fuel mitigation projects within our city.

MOTION: Councilmember Pieper motion to approve Phase III as presented and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: Mayor Dieringer.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None

9A RECEIVE AND FILE A REPORT ON THE FIRE FUEL COMMITTEE MEETING HELD ON JUNE 2, 2021; AND APPROVE THE FIRE FUEL COMMITTEE'S RECOMMENDATION TO FUND AN ANNUAL CANYON MANAGEMENT PROGRAM.

City Manager Jeng summarized the June 2, 2021 Fire Fuel Committee meeting.

Councilmember Mirsch provided additional information on recommendations and raised the issue regarding reliance on voluntary efforts to mitigate fuel or use of enforcement of the dead vegetation ordinance.

Resident Melissa McNabb, 11 Quail Ridge Road, stated that if residents do not provide consent for the abatement work, and the City simply decides to move to another project area, there will be no accomplishments. She also suggested having the City provide property owners with mitigation measures.

Resident Visco expressed concerns regarding voluntary compliance vs. mandatory compliance, and expressed interest in having the Los Angeles County Fire Department provide guidance identifying areas of concern.

Discussion ensued among Councilmembers.

Councilmember Pieper requested that the Fire Fuel Committee further develop their recommendations.

MOTION: Councilmember Pieper motioned to receive and file the report on the Fire Fuel Committee meeting and Councilmember Mirsch seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

9C ACCEPT SMALL CITIES ALLOCATION FROM THE AMERICAN RESCURE PLAN ACT (ARPA).

City Manager Jeng presented the item and the proposed plan of action.

MOTION: Councilmember Pieper motioned to accept $441,363 and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

9D APPROVE RESOLUTION 1280 AUTHORIZING THE EXCHANGE OF PROPOSITION A FUNDS WITH THE CITY OF BEVERLY HILLS FOR GENERAL FUNDS; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FUND EXCHANGE AGREEMENT.

MOTION: Councilmember Wilson motioned to approve Resolution No. 1280 authorizing exchange of Prop A Fund with City of Beverly Hills, and Councilmember Mirsch seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

9E CONSIDER AND APPROVE RESOLUTION NO. 1278 UPDATING THE FEE SCHEDULE AND REPEALING RESOLUTION 1260.

Planning and Community Services Director Elguira presented the report regarding the fee schedule and repealing resolution.

Discussion ensued between Councilmembers and City Manager Jeng.

Mayor Dieringer asked if a resolution is needed to assess the fees on the property tax.

City Attorney Jenkins said that he needed to confirm if the fee can be collected via the property tax roll, or if more appropriately pursued through small claims court for delinquencies.

MOTION: Councilmember Mirsch motioned to approve Resolution No. 1278 and repeal Resolution No. 1260, and Councilmember Pieper seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

10. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

10A REPORT ON REGIONAL PUBLIC SAFETY AND REGIONAL CONTRACT LAW COMMITTEES MEETINGS HELD ON MAY 12, 2021.

Mayor Dieringer presented summary of the Regional Public Safety and Regional Contract Law Committee meetings held on May 13, 2021 and reported on the upcoming logo changes to the Lomita Sheriff cars.

11. MATTERS FROM STAFF

11A RECEIVE AND FILE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD'S RESPONSE TO THE CITY'S REQUEST TO REDUCE THE MONITORING FREQUENCY TO MEET THE MACHADO LAKE TRASH TMDL.

MOTION: Councilmember Pieper motioned to receive and file and Councilmember Mirsch seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

11B CALRECYCLE'S AB 939 2016-2019 JURISDICTION REVIEW UPDATE.

MOTION: Councilmember Pieper motioned to receive and file and Councilmember Mirsch seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSTAIN: COUNCILMEMBERS: None.

11C CITY MANAGER ADDRESSED RESIDENT STEVE WHEELER'S REQUET FOR UNDERGROUNDING REIMBURSEMENT TO BE AGENDIZED IN NEXT CITY COUNCIL MEETING.

Councilmember Pieper requested clarification, as there is already a fee policy which should be used for this purpose, and recommended no need to agendize this item.

City Manager provided summary of resident's project, and request.

12. CLOSED SESSION

None.

13. ADJOURNMENT

Hearing no further business before the City Council, the meeting was adjourned at 11:21 PM.

Next regular meeting: Monday, June 28, 2021 at 7:00 p.m. via City's website's link at: https://www.rolling-hills.org/government/agenda/index.php

Zoom access: https://us02web.zoom.us/j/87227175757?pwd=VzNES3Q2NFprRk5BRmdUSktWb0hmT9 or dial (669) 900-9128, meeting ID: 872 2717 5757, passcode: 780609

Respectfully submitted,

_____
Janely Sandoval
City Clerk

Approved,

_____
Bea Dieringer
Mayor

MINUTES OF A
REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
MONDAY, JUNE 28, 2021

1. CALL TO ORDER

The City Council of the City of Rolling Hills met via Zoom Teleconference on the above date at 7:02 PM.

Mayor Bea Dieringer presiding.

2. ROLL CALL

Present:	Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson.
Absent:	None.
Staff Present:	Elaine Jeng, City Manager
	Meredith T. Elguira, Planning and Community Services Director
	Janely Sandoval, City Clerk
	Ashford Ball, Senior Management Analyst
	Michael Jenkins, City Attorney
	Terry Shea, Finance Director
	Kathleen McGowan, MS4 Permit Consultant

PLEDGE OF ALLEGIANCE BY COUNCILMEMBER WILSON.

3. OPEN AGENDA PUBLIC COMMENT WELCOME

None.

4. CITY COUNCIL MINUTES

4A REGULAR MEETING MINUTES OF JUNE 14, 2021.

MOTION: Councilmember Pieper motioned to move the item to the next meeting and Councilmember Mirsch seconded the motion.

AYES:	COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson.
NOES:	COUNCILMEMBERS: None.
ABSENT:	COUNCILMEMBERS: None.
ABSTAIN:	COUNCILMEMBERS: None.

5. CONSENT CALENDAR

5A PAYMENT OF BILLS.

5B REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MAY 2021.

5G DESIGNATE VOTING DELEGATE AND ALTERNATE VOTING DELEGATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 22-24 TO BE HELD IN SACRAMENTO, CA.

MOTION: Councilmember Pieper motioned to approve A, B and G as presented and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None

5C APPROVE SECOND AMENDMENT FOR DESIGN OF THE EMERGENCY POWER SOLUTION (EMERGENCY STANDBY GENERATOR) FOR PACIFIC ARCHITECTURE AND ENGINEERING.

The proposed battery replacement was discussed.

MOTION: Councilmember Pieper motioned to approve item C as presented and Councilmember Mirsch seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

5D APPROVE SECOND AMENDMENT WITH THE PALOS VERDES PENINSULA LAND CONSERVANCY FOR PHASE III FUEL LOAD REDUCTION IN THE NATURE PRESERVE IN THE AREAS ADJACENT TO THE CITY BORDER.

Senior Management Analyst Ball presented the item.

The amount paid to date was discussed and clarified.

MOTION: Councilmember Pieper motioned to approve the item as presented minus the $12,000 on the not to exceed amount and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

5E AMENDED AGREEMENT WITH JOHN HUNTER AND ASSOCIATES TO CONTINUE STORMWATER TMDL REPORTING.

City Manager Jeng provided information regarding the previous scope of work and cost.

MOTION: Councilmember Mirsch motioned to approve with the amendment to include the previous cost of $9,925 and Councilmember Pieper seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

5F AMENDED AGREEMENT WITH MCGOWAN CONSULTING TO CONTINUE TO SUPPORT THE CITY WITH STORMWATER MANDATE COMPLIANCE.

Discussion was held.

MOTION: Councilmember Piper motioned to move forward as presented and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch and Wilson.
NOES: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

5H PROPOSAL FOR THE BLOCK CAPTAIN APPRECIATION EVENT.

City Clerk Sandoval presented the item.

MOTION: Councilmember Wilson motioned to approve item 5H with the amended cost and Councilmember Mirsch seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

6. COMMISSION ITEMS

6A ZONING CASE NO. 21-04: REQUEST FOR: 1) CONDITIONAL USE

PERMITS FOR A PROPOSED SPORTS COURT AND MIXED USE STRUCTURE; AND 2) REQUEST FOR VARIANCES FOR: ENCROACHMENT INTO THE REQUIRED SETBACKS FOR THE SPORTS COURT AND MIXED USE STRUCTURE AND PAD COVERAGE EXCEEDANCE.

Planning and Community Services Director Elguira presented the item.

Mayor Pro Tem Black recused himself as a City Councilmember at 7:23 PM.

Discussion was held.

Resident, James Black, stated he had no issues with the zoning case, but had concerns regarding potential planting of Eucalyptus trees.

MOTION: Councilmember Pieper motioned to receive and file and Councilmember Mirsch seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: Mayor Pro Tem Black.

Mayor Pro Tem Black rejoined the City Council meeting.

7. PUBLIC HEARINGS

7A PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 1281 ADOPTING THE 2021/2022 FISCAL YEAR BUDGET AND RESOLUTION NO. 1282 ESTABLISHING THE ANNUAL APPROPRIATIONS GANN LIMIT FOR THE CITY OF ROLLING HILLS.

Finance Director Shea presented the item.

Discussion was held.

City Manager Jeng presented the CIP plan.

Discussion continued.

Resident, Arlene Honbo, mentioned that two of the projects included in the budget are funded by grants, and if removed, the budget would decrease. She also stated that the budgeted amount was adequate for the City's needs and proposed projects.

MOTION: Councilmember Piper motioned to approve as presented with the amendment to include the appropriations GANN limit and Mayor Pro Tem Black seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, and Mirsch.
NOES: COUNCILMEMBERS: Wilson.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

City Manager requested that the Mayor take an item out of chronological order in recognition of an external staff presenting a report.

9. NEW BUSINESS

9C GIFTING OF PROPOSITION C TO ROLLING HILLS ESTATES AND RANCHO PALOS VERDES FOR REHABILITATING SILVER SPUR ROAD.

Finance Director Shea presented the item.

MOTION: Mayor Pro Tem Black motioned to assign the monies to Rolling Hills Estates and Rancho Palos Verdes as recommended and Councilmember Pieper seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

8. OLD BUSINESS

8A RECEIVE AND FILE FINAL HARDENING THE HOME EDUCATIONAL VIDEOS.

City Manager Jeng played all five educational videos.

MOTION: Councilmember Pieper motioned to receive and file and Councilmember Mirsch seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

City Manager requested that the Mayor take an item out of chronological order in recognition of an external staff presenting a report.

9. NEW BUSINESS

9B STORMWATER COMPLIANCE WITH TOTAL MAXIMUM DAILY LOAD (TMDL): DECISION NEEDED ON TIME SCHEDULE ORDER (TSO) TORRANCE AIRPORT PROJECT, AND PARTICIPATION IN PENINSULA EWMP.

City Manager Jeng introduced the item.

MS4 Permit Consultant Kathleen McGowan presented the report.

Discussion was held.

MOTION: Councilmember Pieper motioned to first reach out to the Regional Board Staff to get a feel for the current modeling data, and whether they will accept one year's worth of data or will need additional years of data, join the EWMP right now with the Peninsula Group for a cost of $40,000, and ask Torrance to do modular approach as recommended by Kathleen McGowan and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

8. OLD BUSINESS

8B REVIEW OVERALL PROJECT COST ESTIMATES AT 65% DESIGN PROGRESS FOR TWO LAYOUT OPTIONS FOR THE CITY HALL ADA IMPROVEMENTS PROJECT AND PROVIDE DIRECTION TO STAFF.

City Manager Jeng presented the item.

Discussion was held.

MOTION: Councilmember Pieper motioned to table the item until the Councilmembers are all in the same building together and it can be laid out and labeled and Councilmember Wilson seconded the motion. Councilmember Mirsch amended the motion to not move forward with the project until Councilmember Pieper's motion of marking the floor occurs.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

8C VIEW CASE FEE REDUCTION ($2,000 TO $1,000) AS RECOMMENDED BY THE FINANCE/BUDGET/AUDIT COMMITTEE.

Planning and Community Services Director Elguira presented the item.

Discussion was held.

MOTION: Councilmember Black motioned to adopt this current resolution to reduce the fee and Councilmember Pieper seconded the motion.

AYES: COUNCILMEMBERS: Mayor Pro Tem Black and Pieper.
NOES: COUNCILMEMBERS: Mayor Dieringer, Mirsch, and Wilson.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

9. NEW BUSINESS

9A RECEIVE AND FILE COMMUNITY SURVEY RESULTS ON SANITARY SEWER COLLECTION SYSTEM.

Senior Management Analyst Ball presented the item.

Discussion was held.

MOTION: Councilmember Pieper motioned to receive and file and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: Mayor Pro Tem Black.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

9D RECEIVE AND FILE A REPORT ON FIRE FUEL COMMITTEE MEETING HELD ON JUNE 16, 2021 AND APPROVE COMMITTEE'S RECOMMENDATIONS.

Senior Management Analyst Ball presented the item.

Discussion was held.

Resident Melissa McNabb requested for resources, the data gathered from the survey and blue-line stream maps to be available for public use. She also recommended that staff add a disclaimer informing the public that some of the work from other organizations may contain inaccurate information and to reach out to individual agencies for clarification.

Resident Alfred Visco provided additional information on blue-line stream and recommended reviewing one of the City's case files for more information on the permitting process near blue-line streams.

MOTION: Councilmember Pieper motioned to receive and file and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

9E REVIEW CURRENT HEALTH ORDERS AND CONSIDER CONDUCTING CITY COUNCIL IN-PERSON MEETINGS STARTING ON JULY 12, 2021.

Senior Management Analyst Ball presented the item.

Discussion was held.

MOTION: Mayor Pro Tem Black motioned to start in person meetings at the earliest possible date of July 12, 2021 and Councilmember Wilson seconded the motion.

AYES: COUNCILMEMBERS: Mayor Dieringer, Mayor Pro Tem Black, Pieper, Mirsch, and Wilson.
NOES: COUNCILMEMBERS: None.
ABSENT: COUNCILMEMBERS: None.
ABSTAIN: COUNCILMEMBERS: None.

10. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

10A LATEST INFORMATION ON EQUINE EVACUATION PROVIDED BY THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL EQUINE RESPONSE TEAM (MIRSCH).

Councilmember Mirsch presented the item.

10B COMMUNITY MEETING ON PUBLIC SAFETY WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT LOMITA STATION, SCHEDULE FOR TUESDAY, JULY 13, 2021 AT 6:30 PM (DIERINGER).

Mayor Dieringer presented the item.

10C CONSIDER ESTABLIHSING A NO CAMPING ORDINANCE (BLACK).

Mayor Pro Tem Black presented the item.

Discussion was held.

Mayor Dieringer requested to agendize AB 215 for the next meeting.

Mayor Dieringer requested to agendize gate attendant Trayvon Thompson's commendation for the next meeting.

Mayor Dieringer requested to agendize ordinance on drones for the next meeting.

11. MATTERS FROM STAFF

None.

12. CLOSED SESSION

None.

13. ADJOURNMENT

Hearing no further business before the City Council, the meeting was adjourned at 11:41 p.m. The next regular meeting of the City Council is scheduled to be held on Monday, July 12, 2021 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website's link at: https://www.rolling-hills.org/government/agenda/index.php

Respectfully submitted,

_____
Janely Sandoval
City Clerk

Approved,

_____
Bea Dieringer
Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.A
Mtg. Date: 07/12/2021

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

FROM: **JANELY SANDOVAL, CITY CLERK**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **PAYMENT OF BILLS.**

DATE: **July 12, 2021**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Payment of Bills.pdf

CITY OF ROLLING HILLS

6/30/21 Check Run F

	Check No.	Check Date	Payee	Descritption	Amount
	027073	6/30/2021	Alan Palermo Consulting	June 2021 Sewer, Fema Grant, City Hal, Block Captain Srvcs	$ 2,560.00
	027074	6/30/2021	Bennett Landscape	March to June 2021 Services	2,741.73
	027075	6/30/2021	Environmental Design Associates	Landscape Plan Review - 8 Middle Ridge Lane S	1,250.00
	027076	6/30/2021	First Call Staffing Inc.	Week Ending 6/20/21 - Temp Services H. Overturf	1,173.15
	027077	6/30/2021	Jimenez Consulting Solutions, LLC	Consulting Services - Resident Portal	8,925.00
	027078	6/30/2021	Municipal Code Corporation	Copies of Supplement 24 to the Code of Ordinance	2,281.73
	027079	6/30/2021	Pitney Bowes	June 2021 Postage	500.00
	027080	6/30/2021	Vantagepoint Transfer Agents - 306580	Deferred Compensation 7/2/21	691.37
	027081	6/30/2021	Willdan Inc.	May 2021 Plan Check ,Inspectios, and RH TE Services	790.50
	027082	6/30/2021	Worldwise Productions	RH Home Hardening Videos	4,775.00
	ACH	06/23/21	Elan Credit Services	Credit Card Expenses to 6/23/21	4,130.24
	ACH	07/01/21	SCE	Electricity Usage 5/18/21 to 6/16/21	283.13
	ACH	07/01/21	SCE	Electricity Usage 5/24/21 to 6/22/21	1,373.02
	ACH	07/01/21	CalPERS	June 2021 Retirement	7,225.39
	ACH	07/01/21	CalPERS	July 2021 Health Insurance	11,739.13
	ACH	07/01/21	California Water Company	Water Usage 5/22/21 to 6/22/21	470.05
	ACH	07/01/21	California Water Company	Water Usage 5/22/21 to 6/22/21	895.34
*	PR Link	07/02/21	PR LINK - Payroll & PR Taxes	Payroll Processing Fee	65.65
*	PR Link	07/02/21	PR LINK - Payroll & PR Taxes	Pay Period - June 16, 2021 - June 29, 2021	29,273.55
					$ 81,143.98
					$ 51,804.78

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of $81,143.98 for the payment of above items.

07/08/2021

Elaine Jeng, P.E., City Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.B
Mtg. Date: 07/12/2021

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

FROM: **ELAINE JENG, CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **SPONSOR THE LEAD BLOCK CAPTAINS TO ATTEND THE 2021 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO ON SEPTEMBER 22-24, 2021 AT THE SAFE CREDIT UNION CONVENTION CENTER IN SACRAMENTO.**

DATE: **July 12, 2021**

BACKGROUND:
The League of California Cities (Cal Cities) is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. The City of Rolling Hills is a member of the Cal Cities. The Cal Cities recognizes city officials, members of the Legislature, members of Congress, and other leaders whose actions contribute to the strength of local control and vitality of city governments throughout the state. Recognition's are provided through four different awards by Cal Cities: Helen Putnam award, the Legislator of the Year award, Lifetime Achievement award, and the Special Recognition award.

The Helen Putnam Award recognizes that California's 482 cities make unique contributions to their communities that improve people's lives and city operations. The award honors this contribution by recognizing city governments that have demonstrated collaborative approaches to solving challenging problems in their communities. The Helen Putnam Award of Excellence was established in memory of former Petaluma Mayor and Cal Cities President Helen Putnam. Her lifetime commitment to excellence in city government set an example for cities. Cal Cities celebrates her life and service through the Helen Putnam Award of Excellence.

The 2021 Helen Putnam Award of Excellence called for entries in early April 2021. Only a member city can apply and to qualify, the City needed to demonstrate that the City offered a program or service that has proven measurable and successful within a minimum of one year of implementation. Particular attention and credit is given to applications specifically advancing Cal Cities' strategic priorities, which are determined each year by the Board of Directors.

In working with Lead Block Captains Arlene and Gene Honbo and then Mayor Jeff Pieper, staff submitted an entry for the City's Block Captain Program. Award winners are recognized at the Cal

Cities Annual Conference, "Western City" magazine, press release notifications, in the Cal Cities website, and in presentations made to city council meetings.

DISCUSSION:
The 2021 Cal Cities Annual Conference will be held at the SAFE Credit Union Convention Center in Sacramento. The 2021 award winners will be allowed to showcase the selected program at the Annual Conference Expo Hall. If the City's Block Captain Program should be selected, the leaders of the Block Captain Program would be recognized at the conference for their volunteered time, dedication, and passion in serving the community of Rolling Hills. The Lead Block Captains would showcase the program to officials of other California cities.

FISCAL IMPACT:
The estimated accommodation and travel cost for the Lead Block Captains to attend the League of California Cities Annual Conference is approximately $1,500. This estimate is anticipated to adjust slightly depending on the availability of discounted hotel rate and fluctuating airfares. If the City Council should approve the Lead Block Captains' conference attendance, the expense can be funded using account 65-917 (non-department, emergency preparedness).

RECOMMENDATION:
Approve travel and accommodation expenses for the Lead Block Captains to attend the Sacramento conference in September 2021.

ATTACHMENTS:
League_HP_2020_BR.pdf
Helen Putnam Award of Excellence_RollingHillsApp.pdf
Estimate for airfare.pdf
Estimate for hotel.pdf

HELEN PUTNAM

AWARD *for* EXCELLENCE APPLICATION



2020

Apply Online For Your City Today:
www.helenputnam.org

LEAGUE PARTNER

LEAGUE OF CALIFORNIA CITIES

Entries Deadline: Thursday, April 9th, 2020

Established in 1982, this program recognizes outstanding cities that deliver the highest quality and level of service in the most effective manner possible. Particular attention and credit is given to applications specifically advancing the League's strategic priorities, www.cacities.org/priorities, which are determined each year by the League leadership and board of direct

AWARD CATEGORIES

CCS PARTNERSHIP INTERGOVERNMENTAL COLLABORATION AWARD | Programs that demonstrate innovative but replicable examples of collaboration among cities, counties, schools and/or special districts in service to children and families.

COMMUNITY SERVICES AND ECONOMIC DEVELOPMENT | Programs that may involve libraries, recreation, schools, etc., which advance the economic vitality of the community.

ECONOMIC DEVELOPMENT THROUGH THE ARTS | Successful programs that illustrate how investment in the arts has stimulated the local economy through tourism, festivals, and cultural attractions including performing arts. May include programs established through a collaborative partnership and adopting city policies that integrate the arts.

ENHANCING PUBLIC TRUST, ETHICS, AND COMMUNITY INVOLVEMENT | Promotion of ethical practices at city hall and in the community, and institution of procedures and policies that demonstrate effective and respectful deliberation and handling of public issues.

HEALTH AND WELLNESS PROGRAMS | Innovative planning efforts to promote city design that encourages healthy lifestyles.

HOUSING PROGRAMS AND INNOVATIONS | Innovative housing designs that are conducive to good land use planning and jobs balance, while preserving natural resources, and promoting safe, community-oriented neighborhoods.

INTERNAL ADMINISTRATION | Innovative and efficient internal programs that promote effective communication and management.

LEAGUE PARTNER AWARD FOR EXCELLENCE IN CITY-BUSINESS RELATIONS
Collaborative efforts in engaging the leadership of the private, nonprofit, and labor sectors to address community problems.

PLANNING AND ENVIRONMENTAL QUALITY | Innovative planning and land use programs, environmental quality preservation and enhancement.

PUBLIC SAFETY | Effective services that address physical and mental health support and emergency medical services, disaster preparedness and homeland security.

PUBLIC WORKS, INFRASTRUCTURE, TRANSPORTATION | Proven programs that provide for the economical development and maintenance of public works facilities and infrastructure.

RUTH VREELAND AWARD FOR ENGAGING YOUTH IN CITY GOVERNMENT | Collaborative efforts between cities and other agencies (schools, public agencies, non-profits, churches, and private) to inform and engage youth about city issues and their community.

For expanded category descriptions, please visit **www.helenputnam.org**.

ELIGIBILITY & INSTRUCTIONS






Any League member city, or group of California cities, including League Divisions, that provide a program or service that has proven tangible and measurable results with a minimum of one year of actual implementation is eligible to apply. Instructions must be followed carefully as this will facilitate the fair evaluation of all applications and ensure fairness among entries.

SCORING CRITERIA

The selection juries will judge each entry on:

- the impact of the problem/challenges and how well it is outlined
- the innovativeness of the solution
- the quality of the results achieved

In addition, the following criteria will be used in the evaluation and scoring process. Be sure to address these criteria in your application. *(Some criteria may not apply to a particular category; no penalty will apply.)*

Community Engagement
To what extent is the public informed and involved and has input that is fully considered?

Savings and Efficiencies/ Improved Services
To what extent does the program or service result in greater public benefits and/or less cost?

Positive Citizen Feedback
To what extent is the public reaction to the program or service supportive and positive?

Measurable and Transferable Results
To what extent are the results and benefits of the program or service verifiable and measurable, and useful to other cities?

Partnerships
To what extent are other agencies, schools, businesses, community-based organizations, etc. involved formally and informally?

Applications of Technology
To what extent are technologies involved in innovative ways in the program or service?

Youth Development
To what extent does the program or service better prepare youth to be informed, engaged and effective citizens?

Strategic Priorities
To what extent does the program, policy, or activity advance the League's strategic priorities for cities?

ENTRIES DEADLINE – THURSDAY, APRIL 9, 2020

CONTACT INFORMATION

For more information or to submit an application please visit **www.helenputnam.org** or for questions contact Melissa Tualla at 916-658-8216 or mtualla@cacities.org.



LEAGUE PARTNER PROGRAM

THE LEAGUE PARTNER PROGRAM connects leading businesses, associations and non-profits with city leaders in numerous way, including supporting the Helen Putnam Award for Excellence, the League's highest honor for cities, and by supporting special activities at the League's Annual Conference and other meetings. The League and all California cities extend great thanks to our League Partners – leading businesses, associations and non-profits supporting local government and their communities. We are now accepting applications for 2020 and welcome other businesses, associations and non-profits to join the program. Please call Mike Egan at 916-658-8271 or visit **www.cacities.org/leaguepartners**.

2019 WINNERS:

CCS Partnership Intergovernmental Collaboration Award | *Costa Mesa*

Community Services and Economic Development | *Richmond*

Economic Development through the Arts | *Napa*

Enhancing Public Trust, Ethics, & Community Involvement | *Rancho Cordova*

Health & Wellness Programs | *Fontana*

Housing Programs and Innovations | *Encinitas*

Internal Administration | *San Rafael*

League Partners Award for Excellence in City-Business Relations | *Dublin*

Planning & Environmental Quality | *Daly City*

Public Safety | *King City*

Public Works, Infrastructure and Transportation | *West Sacramento*

Ruth Vreeland Award for Engaging Youth in City Government | *South Pasadena*

Visit **www.helenputnam.org** to submit an application

LEAGUE OF CALIFORNIA CITIES

LEAGUE PARTNER

1400 K Street, 4th Floor
Sacramento, CA 95814

HELEN PUTNAM

AWARD for EXCELLENCE

2021 Application for the Rolling Hills

Application Reference

Your Profile | Print Application
Name of City:
Rolling Hills
Current Population:
1900
City General Fund Budget:
$2,000,000
Category of Entry:
Enhancing Public Trust, Ethics, and Community Involvement
Brief Description of the Program:
In partnership with the First Responders, the Rolling Hills Block Captain Program is a grassroots organization made of up volunteers purposed to prepare the community for wildfires, earthquakes and other catastrophic events. With its members made up of residents of Rolling Hills, the Block Captain Program provides the sense of community, trust for city policies, a source for sound information and an avenue for resident feedback. FEMA cites as a "best practice" that Emergency Planning, Response and Recovery are most effective when residents form partnerships and work with responsible groups. The Block Captain Program has demonstrated over the past two years innovative and open collaboration among key entities: City of Rolling Hills, its residents, LA County Fire Department, LA County Sheriff, and the Rolling Hills Community Association.
Narrative:

The City of Rolling Hills is located in a Very High Fire Severity Zone (VHFSZ) designed by State Department of Forestry and Fire Protection. Wildfires of 1973 destroyed many houses and the most recent 2009 fire burned 230 acres of brush and forced 1,200 residents to evacuate. Despite its history, the community is conflicted between protecting its privacy and being emergency prepared. City officials have long attempted to engage the community on policies aimed to enhance public safety from wildfires but over the years, the attempts were interpreted to be infringement on individual freedoms.

Narrative Solution:
The Block Captain Program was started by a resident of Rolling Hills in the 2000s but languished for the last 10 years. The program was reinitiated on January 1, 2019. The program divides the entire city into 24 zones. In each zone, a resident within that zone serves as a Block Captain. Zones are not equal in size and for bigger zones, there are multiple Block Captains and Support Team members. The Block Captains meet with the City six times a year. In these meetings, the City disseminates relevant emergency preparedness information through experts from the LA County Fire Department and LA County Sheriff's Department; reviews draft city policies; discusses current events affecting city operations and city events.

The role of a Block Captain is specific – get to know neighbors, help them to prepare for an emergency and be a liaison between First Responders and the City's Emergency Operations Center (EOC). The Block Captains are expected to hold at least two neighborhood meetings per year to get to know the residents within their zones and to disseminate information from the City, discuss policies, collect contact information from residents for emergency notification and provide feedback from residents to the City. Additionally, the Block Captains are

asked to help determine priorities for the community by encouraging neighbors to respond to surveys, participating in public hearings at City Council meetings, advocating for change at RH Community Association meetings, and writing letters to the City and RH Community Association, if necessary.

Narrative Results:
Over a six-year period, the City attempted unsuccessfully to adopt a Community Wildfire Protection Plan (CWPP). After a short one year of work, through the Block Captain Program, the City adopted its first CWPP in July 2020, a guiding document that incorporated feedback on resident's top issues obtained from a Wildfire Mitigation Survey in November 2019.

Historically, over a ten-year period, the City also attempted unsuccessfully to get the community to manage roadside vegetation to ensure evacuation routes are ready for access. Armed with resident feedback from the 2019 Wildfire Mitigation Survey, through the Block Captain Program, the City conducted another survey in 2020 soliciting feedback on the state of its evacuation routes. The result: the Los Angeles County Fire Department rolled out a year-round inspection for roadside clearance in November 2020 and with community buy-in for compliance. Through the Block Captain Program, the community reached record high volumes for the citywide vegetation clean up event in March 2020.

Currently, the Block Captains are working on educating the community on the importance of hardening the homes by collaborating with the Los Angeles County Fire Department to provide complimentary home inspections. Over a short four months period, through the Block Captains' advocacy, 34 out of 690 homes or 5% of homes in Rolling Hills have received inspections. The Block Captains are striving to reach 100 more inspections in 2021.

Other accomplishments include:

1. Advocated to the First Responders and the Rolling Hills Community Association (RHCA) for improvements to a fourth access point to the community. After a year of advocacy work, the fourth access point was improved so that it can be remotely opened during an emergency.
2. Assisted the seniors and homebound population during COVID-19 Stay-At-Home Order.
3. Redesigned the Block Captain pages on the City's website to educate the community on the program. Residents can retrieve agendas, minutes, learn about the Block Captain Program and retrieve critical information.
4. Today there are 45 Block Captains and Block Captain Support Team members supporting 24 neighborhood zones. Recruiting for additional volunteers continues throughout the year.
5. According to the First Responders, the Block Captain Program is gaining reputation among the cities of the Palos Verdes Peninsula and First Responders as a leader and innovator for emergency preparedness and wildfire mitigation actions.

Through the involvement of the Block Captains, residents of Rolling Hills hear from their fellow neighbors their grave concerns for wildfires and other types of natural disasters and take action. The lives of RH residents are no different than most, in that their lives are full of complexities and are often faced with conflicting objectives. Through the Block Captain Program residents demonstrate greater flexibility and resiliency. These residents now believe they can enjoy a rural community, and manage excessive fuel to reduce the chance of wildfire. Many reported in a recent survey if an emergency arises today, they are better prepared.

Program Information

Name of Program: Rolling Hills Block Captain Program
Date program was implemented: 2019-01-01

Program Contact Person: Arlene Honbo
Title: Lead Block Captain
Address: 2 Portuguese Bend Road
City: Rolling Hills
Zip: 90274
Telephone: 3103771521
Fax: 3103777288
Email Address: ejeng@cityofrh.net

Local Media Organizations to Notify

Name: Lisa Jacobs
Fax/Email: lisa.jacobs@pvnews.com
Name:
Fax/Email:

City Manager/Administrator and Mayor

City Mayor's Name: Jeff Pieper
Phone: 4242014934
City Manager's Name: Elaine Jeng
Phone: 3232706954

Project Photographs

Image 1 (Block Captains 2019):



Award Program | Award Categories | Eligibility and Instructions | Application | Past Winners
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Site By: Eminent Designs

Log in Español

SEP 21 - 24
LAX → SMF

TOTAL
$485.90

Trip & Price Details

Price Payment Confirmation

Flight Modify

Tue 9/21	LAX 7:15 PM	→	SMF 8:40 PM	1 hr 25 min	Nonstop	Wanna Get Away®
Fri 9/24	SMF 2:45 PM	→	LAX 4:15 PM	1 hr 30 min	Nonstop	Wanna Get Away®

Price per Passenger	$199.21
Taxes and fees per Passenger	$43.74
Total per Passenger	$242.95
Passenger(s)	x2
Flight total	**$485.90**

Helpful Information:

- Please read the fare rules associated with this purchase.
- When booking with Rapid Rewards® points, your points balance may not immediately update in your account.
- Per CDC Order, face coverings required for everyone 2 and over (through September 13, 2021).

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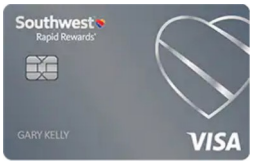
No change fees.[1]

Change your flight later without a fee.

[1] Fare difference may apply.

BAG FEE *	$0.00
SUBTOTAL	$398.42
TAXES & FEES	$87.48
TRIP TOTAL	**$485.90**

Show price breakdown



Get a $200.00 statement credit
after first purchase.

Earn 10,000 Rapid Rewards® points
after you spend $500 in your first 3 months.

Learn more >

YOU PAY TODAY	$485.90
CREDIT ON YOUR STATEMENT	-$200.00
TOTAL AFTER STATEMENT CREDIT	**$285.90**

Not ready to buy yet? Save this flight for later.

*1st and 2nd checked bags fly free®. Weight and size limits apply.

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By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase.

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Products not confirmed until purchase.

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From $91.99*/day in Sacramento

*Taxes and fees excl. Terms apply.

Book now

PICK-UP LOCATION	PICK-UP DATE	PICK-UP TIME
Sacramento,	9/21	10:00 PM
Sacramento, CA - SMF	Tue, Sep 21, 2021	

RETURN LOCATION	RETURN DATE	RETURN TIME
Sacramento,	9/24	1:00 PM
Sacramento, CA - SMF	Fri, Sep 24, 2021	

RENTAL COMPANY (Optional) No preference

VEHICLE SIZE (Optional) No preference

Search

Not ready to buy yet? Save this flight for later.

*1st and 2nd checked bags fly free®. Weight and size limits apply.

Log in for faster checkout

Continue

By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase.

[1]Refundable, as long as you cancel your reservation at least ten (10) minutes prior to the scheduled departure of your flight. If you cancel, you're eligible to receive 100% of your ticket value as a refund to your original form of payment. Southwest reusable travel funds from a previous reservation that are applied toward a Business Select or Anytime fare will be refunded as reusable travel funds.

[2]Same-day change/Same-day standby: To take advantage of these benefits, see a Southwest agent at the airport. If there's an open seat on a different flight on the same day as your original flight and it's between the same cities, our agent can book a seat on the new flight for you free of airline charges. If there isn't an open seat, ask an agent to add you to the same-day standby list. If there are any government taxes and fees associated with these itinerary changes, you will be required to pay those. Your original boarding position is not guaranteed.

[3]Fly By® priority lane: This priority lane gets you to the front of the ticket counter faster. A-List or A-List Preferred Members already enjoy the Fly By® priority lane (where available). Fly By® security lane: This priority lane gets you through the security line faster. A-List or A-List Preferred Members enjoy this benefit too.

Step 3 of 3

Payment and Guest Details

Total for stay

$604.48

Hide price details

Avg $174.00/night in $USD

League of California Cities	
21 Sep 2021	$174.00
22 Sep 2021	$174.00
23 Sep 2021	$174.00
Total room charge	**$522.00**
13.30 % per room, per night	
2.50 % per room, per night	
Total taxes	**$82.48**
Total for stay:	**$604.48**



Hilton Sacramento Arden West ▾

21 Sep – 24 Sep 2021 (3 nights)

1 room for 2 adults

Edit Stay

- 2 Queen Beds
  Change Room
- League of California Cities
  Change Rate
- **Payment and Guest Details**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.C
Mtg. Date: 07/12/2021

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

FROM: **ASHFORD BALL, SENIOR MANAGEMENT ANALYST**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **APPROVE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE PALOS VERDES PENINSULA LAND CONSERVANCY FOR PHASE 3 FUEL LOAD REDUCTION IN THE NATURE PRESERVE IN THE AREAS ADJACENT TO THE CITY BORDER.**

DATE: **July 12, 2021**

BACKGROUND:
Over the past three years (2019, 2020, and 2021) the City has received services from the Palos Verdes Peninsula Land Conservancy for the removal of vegetation and fuel load reduction. The Palos Verdes Peninsula Land Conservancy (Conservancy) is aware of the fire concerns on the Palos Verdes Peninsula, and have previously provided the City with excellent services. The City has already engaged in services with the Conservancy on Phase 1 lasting 3 years ending in 2022, Phase 2 lasting 3 years and ending in 2023. Council recently approved the newest proposal for Phase 3.

DISCUSSION:
This item presented at the City Council Meeting on June 28, 2021 but upon discovering a mistake in the compensation amount, staff asked to bring the item back with corrections.

FISCAL IMPACT:

Thus far the City has made 3 payments:

The $34,200 lump sum from Phase 1

The $12,000 maintenance payment from Phase 1

The $50,000 lump sum from Phase 2

Total $96,200

Unpaid (remaining payments) amounts for 2021:

The 2nd $12,000 maintenance payment from Phase 1

The 1st $20,800 maintenance payment from Phase 2

The $87,000 lump sum payment from Phase 3.

Total $119,800

Payments for 2022:

The 3rd $12,000 maintenance payment from Phase 1

The 2nd $20,800 maintenance payment from Phase 2

Total $32,800

Payment for 2023:

The 3rd $20,800 maintenance payment from Phase 2

Total $20,800

The total cost for phase 1 and phase 2 maintenance services in 2021 is covered under the FY 2021/22 adopted budget. The cost of the service for Phase 3 is included in the FY 2021/22 adopted budget.

RECOMMENDATION:
Approve the amended agreement.

ATTACHMENTS:
Second Amendment to Fire Fuel Abatement WITH PVP Land Conservancy.pdf

CITY OF ROLLING HILLS

SECOND AMENDMENT TO AGREEMENT FOR FIRE FUEL ABATEMENT

THIS SECOND AMENDMENT TO AGREEMENT FOR FIRE FUEL ABATEMENT is made and entered into as of _____, by and between the **CITY OF ROLLING HILLS,** a municipal corporation ("City") and the **PALOS VERDES PENINSULA LAND CONSERVANCY,** a California public benefit corporation ("Conservancy").

R E C I T A L S

A. City and Conservancy entered into an Agreement for Fire Fuel Abatement dated October 21, 2019 whereby Conservancy is obligated to remove the fire fuel on the land under the City's control as a fire hazard abatement measure for the direct benefit of Rolling Hills residents (the "Agreement").

B. In 2020, the City paid Conservancy the fixed sum of $34,200 for services rendered under the Agreement.

C. City and Conservancy entered into a First Amendment dated June 8, 2020 in order to expand the scope of work and increase the cost of additional work and work days for acacia and non-native shrub/tree removal and mustard mowing services (the "First Amendment").

D. In 2020, City paid Conservancy the fixed sum of $50,000 for services rendered under the First Amendment. In 2020, the City also paid conservancy $12,000 for annual mowing services. The total amount the City paid to the Conservancy in 2020, for all services was $96,200.

E. City and Conservancy now desire to enter into this Second Amendment to Agreement for Fire Fuel Abatement to expand the scope of work and add funds for the expanded scope of work (the "Second Amendment").

F. Conservancy has represented to City that it has the expertise, experience and qualifications to perform or cause the performance of the services.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Conservancy agree as follows:

1. City and Conservancy agree to amend and supplement the Scope of Services, Agreement Exhibit A with the Scope of Services (Supplemental) attached to this Second Amendment as Exhibit A and incorporated herein by reference.

2. Section 2 "Compensation" of the Agreement is amended to read as follows:

A. In 2021, City shall pay Conservancy the fixed sum of $87,000 for the services described in Exhibit A (Supplemental), and $32,800 for mowing services ($12,000 for annual mowing services and $20,800 for follow up mustard mowing services), for a total amount not to exceed $119,800, and representing the total compensation for all work, labor, equipment, materials and expenses incurred by Conservancy in 2021. Conservancy shall submit an invoice to City upon completion of the services and the City will make payment within 10 days of the close of the month in which work was performed.

B. In 2022, City shall pay Conservancy $32,800 for mowing services ($12,000 for annual mowing services and $20,800 for follow up mustard mowing services), representing the total compensation for all work, labor, equipment, materials and expenses incurred by Conservancy in 2022. Conservancy shall submit an invoice to City upon completion of the services and the City will make payment within 10 days of the close of the month in which work was performed.

C. In 2023, City shall pay Conservancy $20,800 for follow up mustard mowing services.

D. Prevailing Wage. Conservancy or its contractor shall abide be the minimum prevailing rate of wages as determined by the State of California, Department of Industrial Relations for each craft, classification, or type of workman employed to carry out provisions of the Agreement. During the term of this Agreement, Conservancy shall keep on file sufficient evidence of its employee compensation to enable verification of compliance of Prevailing Wages as established by State of California, Department of Industrial Relations.

3. Section 3 "Term and Termination" of the Agreement is amended to read as follows:

This Agreement shall commence on October 28, 2019 and terminate November 30, 2023. The City Manager, or her designee, may extend this Agreement for an additional year. Such extension shall be in writing by the City Manager to the Conservancy.

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Second Amendment to be executed by setting hereunto their names, titles, hands, and seals this ___ day of _____, 2021.

CONSERVANCY: _____

_____
(Title)

CITY:_____
Elaine Jeng, City Manager of the City of Rolling Hills

Attested:_____
Janley Sandoval, City Clerk of the City of Rolling Hills

Date: _____

EXHIBIT A

SCOPE OF WORK (SUPPLEMENTAL)

Fuel Load Reduction in 2021

The Conservancy is intimately aware of the fire concerns on the Palos Verdes Peninsula, and continues to discuss measures to reduce fire risk with the four peninsula cities. Conservancy staff members continue to work with City of Rolling Hills staff to implement fuel modification work as required by County Department of Agriculture Weights and Measures as part of landowner responsibilities for fuel modification near adjacent homes as well as measures above and beyond. Additionally, the Conservancy clears over 90 acres of weeds in restoration sites within the Palos Verdes Nature Preserve and clears 30+ miles of trails annually. This weeding approach is very specialized and must be accomplished while complying with the NCCP/HCP implementation guidelines and respecting the natural resources on the preserve. We understand that the city desires to continue to prioritize efforts to reduce fuel load in Preserve areas, and the Conservancy understands that vegetation exists beyond current fuel mod zones that pose fire threats. Therefore, the Conservancy is offering technical expertise to aid the City and augment city staff in the effort to continue reduce fuel load vegetation by targeting the removal of invasive plants such as Acacia and Mustard and other non-native plants, which in turn improves habitat for local wildlife, including the federally threatened coastal California gnatcatcher, the cactus wren, a state species of concern and the federally endangered Palos Verdes Blue Butterfly.

This proposal outlines the potential areas for this extra 2021 work. The areas identified in Portuguese Bend Reserve include the areas abutting and leading into Rolling Hills in Portuguese Canyon. **In total, an approximate 7.5 acres are proposed for fuel load reduction in the Preserve. This work can be completed in less than 4 weeks by simultaneously r e m o v i n g Acacia and mowing dry brush in order to complete this work in a timely manner during fire season.**

The Conservancy has identified the priority removal of tall Acacia shrubs due to their combustible nature (Acacia shrub contain an estimated 90% dry plant matter and volatile resins) and their prevalence throughout the Preserve and border areas. The locations for the proposed Acacia removal were chosen due to prior fires occurring in those areas, proximity to homes and risk to the community as well as the ecological benefits of invasive plant removal. Fire agencies agree that Acacia is a highly flammable plant and that it should be removed wherever possible. It was included as a high-hazard plant in the L.A. County Fire Department's recently published "Ready! Set! Go!" pamphlet. This proposal also includes the removal of other non-native shrubs and trees like Chinese Pistache, Myoporum and Ash trees. Mustard when dry, continues to be a high fire risk species. The continued expansion of mowing areas is also included in this proposal.

The Conservancy, as Habitat Managers for the Preserve, has qualified experts on staff with the experience required to oversee the work to be performed and will assure the correct and safe removal of the invasive plants using the best techniques at the most efficient cost. The results of this work will be shared with the City provided at the conclusion of the work performed.

Where possible and with simpler tasks, volunteers will be deployed to augment the work volume and control costs. In ongoing maintenance activities, the Conservancy will create internship and volunteer opportunities for invasive plant management to keep the Acacia from re-invading the areas and to assist in monitoring activities. In this way, additional valuable learning opportunities will be made available to local youth.

As projects are completed and conditions are assessed, restoration in these locations may be appropriate and funding may be pursued, since this proposal does not include replanting in the Acacia removal sites.

Acacia Removal
Approximately 2 acres

This Acacia removal site is situated in the northern portion of Portuguese Bend Reserve along the border with the city of Rolling Hills. A fire occurred at this location in 2009 burning approximately 230 acres. Much of the vegetation was burned, including the non-native Acacia, which has since begun to grow back from stump sprouting and seed germination.

It is recommended that crews enter the area on foot as possible and remove shrubs with chainsaws and lighter equipment can be brought in via the Fire Station Trail or Ishibashi Trail as needed. Trees should be chipped in designated areas and treated to prevent regrowth. Tree stumps will need to be treated to prohibit any regrowth and the site will be monitored for seed germination and removal.

The Acacia throughout this area totals approximately 2 acres. This site is known habitat of the federally threatened coastal California gnatcatcher and the cactus wren, a state species of concern as well as other species of concern



Acacia Removal Site in Red Polygon

<u>Mowing Area</u>
Approximately 5.5 acres

There is a large stand of invasive mustard in north of Portuguese Canyon that is dry and can be mowed if access is possible. This site is adjacent to historical farmland and were disked in subsequent years, so the loose soils have provided a disturbance regime which is particularly favorable to mustard and non-native grasses and weeds. Approximately 5.5 acres of mustard is at this location. Slopes are very steep and high quality coastal sage scrub habitat is scattered throughout the slope. Careful consideration to not damage native plants and close oversight will be needed. In response to community concern about the vast expanse of dry mustard growth at Portuguese Bend Reserve, the Conservancy will oversee mowing in this area and conduct bird nesting surveys. In addition to the mowing, 5-6 Acacia trees on this southeastern facing slope will be cut and chipped.



Mowing Area in Blue Polygon

Budget The budget reflects a typical detailed tree and shrub removal project within the preserve with minimal disturbance to native habitat and to the surrounding vegetation, following NCCP/HCP protocols. Careful non-native tree removals proposed in this project, increase the habitat value for the federally threatened coastal California gnatcatcher and cactus wren, a state species of concern, as well as other native species while providing public benefit. These costs reflect the estimated time it would take the contractors to complete the project using hand tools and machinery to either chip tree material or haul plant material offsite, stump treat the cut Acacia to prevent regrowth were needed, and oversight and bird monitoring by Conservancy biologists to assure that best management practices are implemented (ie. minimization and avoidance measures such as nesting bird surveys are required by the NCCP/HCP).

These costs are based on best estimates provided by contractors for the Acacia removal and for mowing as two separate projects. For maximum benefit for fuel load reduction and habitat, both projects are recommended to be completed concurrently.

Project	**Acres**	**Budget**
Acacia Cutting and Chipping	~2	$61,000
Mowing and removal of 5-6	~5.5	$26,000
One-time Project Total	**~7.5**	**$87,000**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 5.D
Mtg. Date: 07/12/2021

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

FROM: **ELAINE JENG, CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **LETTER OF COMMENDATION FOR TREVOR MOORE, LOS ANGELES COUNTY FIRE DEPARTMENT DEPUTY FORESTER.**

DATE: **July 12, 2021**

BACKGROUND:
In January 2019, the City reinitiated the Block Captain Program focusing on wildfire mitigations. The City of Rolling Hills is served by the Los Angeles County Fire Department (Fire Department) and to support the Block Captains, the Fire Department was asked to serve as the subject matter experts and provide guidance. Scott Hale, Assistant Chief of the Central Operations Bureau for Division 1 is the executive officer overseeing operations on the Peninsula and the Beach cities.

DISCUSSION:
Assistant Chief Hale dedicated significant resources to Rolling Hills including personnel from the Los Angeles County Fire Department Forestry Division. Hardening the home was emphasized by the Fire Department as one of the most important measures to combat damages by wildfires. The Block Captains took action to educate residents using the advice and guidance of Trevor Moore, Deputy Forrester from the Forestry Division. Forestry Division Chief Ron Durbin and Forestry Division Assistant Chief Kevin Johnson dedicated Mr. Moore to conducting complimentary home hardening inspections on private properties in Rolling Hills to help residents implement pre-fire measures. To date, Mr. Moore has conducted inspections at more than 60 properties and counting. Residents reported at Block Captain meetings that they have implemented measures recommended by Mr. Moore.

In appreciation of Mr. Moore's expertise, guidance, and dedication to serving the Rolling Hills Community, the Block Captains recommended that the City Council provide a letter of commendation for Mr. Moore.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve letter of commendation for Trevor Moore.

ATTACHMENTS:
2021-07-06 LtrofCommendation.pdf

City of Rolling Hills INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIF. 90274
(310) 377-1521
FAX: (310) 377-7288

July 6, 2021

Assistant Chief Scott Hale
Central Operations Bureau, Division 1
Los Angeles County Fire Department

RE: Letter of Commendation

Dear Assistant Chief Hale,

This letter is in appreciation of Trevor Moore, Deputy Forrester, for his outstanding service to the community of Rolling Hills, California. His work on "Hardening the Home" inspections to over 60 residents has resulted in significant education to homeowners on ways to protect their properties. He approaches his work professionally, thoroughly, and he is the accepted expert on making our homes more survivable in the event of a wildfire. Demand for his inspection services has resulted in ongoing waiting lists.

Trevor was a key player in creating the Hardening of the Home videos. He worked on the script and spent his weekend to assure the completeness and accuracy of the message. He delivered the script with ease and confidence. After a week of posting the videos to the City of Rolling Hills' website, there were more than 90 views by residents. The education video hosted by Trevor was so successful that the City Council Fire Fuel Committee is recommending to creating another educational video on managing excess fuel in the canyons.

Trevor was also instrumental in providing the scope of work for the City's FEMA Hazard Mitigation Grant for vegetation management in the canyons. On behalf of the City, Trevor conducted site surveys, prepared maps, and narratives for review and approval by the grantor. On the first review, the grantor accepted the scope of work! Trevor's expedient work and the work of the Los Angeles County Fire Department resulted in the ability for the City to meet grant milestones. With dedicated support from the Los Angeles County Fire Department and Trevor's time donated to the project, the City is able to offset the planning expenses to have more grant funds for the implementation phase of the project.

While we can never say enough for Trevor's dedicated work to make our city safe from wildfires. He is the good example of what makes our partnership with the LA County Fire Department effective.

With appreciation,

Bea Dieringer,
Mayor

James Black,
Mayor Pro Tem

Pat Wilson
Councilmember

Leah Mirsch
Councilmember

Jeff Pieper
Councilmember

cc: Chief Ron Durbin, LA County Fire Department Forestry Division
Assistant Chief Kevin Johnson, LA County Fire Department Forestry Division
Block Captains, City of Rolling Hills

Agenda Item No.: 7.A
Mtg. Date: 07/12/2021

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

FROM: **TERRY SHEA, FINANCE DIRECTOR**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **A PUBLIC HEARING TO CONSIDER AND APPROVE A RESOLUTION AUTHORIZING PLACEMENT OF SOLID WASTE SERVICE CHARGES OWED TO REPUBLIC SERVICES PURSUANT TO ITS SOLID WASTE FRANCHISE WITH THE CITY OF ROLLING HILLS ON THE FY 2021-2022 LOS ANGELES COUNTY AUDITOR-CONTROLLER'S OFFICE ANNUAL TAX ROLL.**

DATE: **July 12, 2021**

BACKGROUND:

Pursuant to the provisions of Chapter 8.08 of Title 8 of the City of Rolling Hills Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470, the City Council is authorized to levy the annual sanitation service charge and to have such charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

DISCUSSION:

The following is a summary of the services and activities associated with the sanitation charge:

- To protect public health and safety, Contractor shall provide and maintain all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste, Recyclable Materials, Green Waste, Bulky Items, and Brush generated or accumulated within the City from Residential Premises and City Facilities. The services provided by the Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Management Services.
- Contractor shall collect all properly placed Solid Waste, Recyclable Materials and Organic Waste from the designated collection location of every residential premises in the City twice each week.
- Each year in Spring, and again in the fall, Contractor shall collect an unlimited amount of Bulky Items, and Green Waste from the designated collection location.

- In addition to the semi-annual Bulky Item and Green Waste Collection events, Contractor shall provide Customers with on-call Collection for Bulky Items upon request. Contractor shall collect one (1) Bulky Item per calendar year from each Residential Premises at no charge on an on-call basis.
- Contractor will provide additional services as outlined in the Amended and Restated Agreement for Residential Solid Waste Management Services.

For Fiscal Year 2015-2016, the sanitation charge in the amount of $1,100 per parcel was established. The sanitation charge has remained unchanged for six years.

For Fiscal Year 2021-2022, the cost of providing sanitation services increased to $1,332 per parcel. The increase from the $1,100 per parcel over the last five fiscal years to $1,332 per parcel is that for each fiscal year the rates are recommended to the City by Republic Services based on their actual costs for service, which include adjustments for the Consumer Price Index (CPI) and landfill costs. The Franchise Agreement requires that Republic Services annually provide evidence of the CPI adjustment to the City Manager for review and approval. In April 2021, the City Council took action to absorb the $232 per parcel difference in cost and to continue collecting only $1,100 per parcel.

The sanitation service charge for 2021-2022 is the existing sanitation service charge of the City in the amount of $1,100 per parcel. The sanitation charge is based on the direct cost of providing the service. The enclosed Report contains detailed information about the annual charge and the charge to be applied to the parcels.

This public hearing provides an opportunity for the City Council to hear and consider all protests to the annual levy of the sanitation service charge. In the absence of a majority protest by property owners within the City of Rolling Hills, the City Council may order implementation of City sanitation service charge on the FY 2021–22 property tax rolls by adopting the enclosed Resolution (Attachment 1), with the attached Report (Attachment 2). Council action on the staff recommendation is required in order to place the annual charge on the tax roll.

If Council finds that protest is made by the property owners of a majority of separate parcels of property described in the Report, then the Resolution and Report shall not be adopted and the charges shall be collected separately from the tax roll, by a method to be determined, and shall not constitute a lien against any parcel or parcels of land.

A notice of the July 12, 2021, public hearing was published in the Daily Breeze on June 30, 2021. (Attachment 3.)

FISCAL IMPACT:

The anticipated total revenue is approximately $753,500 which is included in the 2021-22 Budget.

RECOMMENDATION:

It is recommended that the City Council open the public hearing, and:

1. Make a finding that there is no majority protest by property owners within the City of Rolling Hills; and
2. Adopt the enclosed Resolution, with attached Report, and place the sanitation service charge on

the annual County of Los Angeles Tax Roll.

ATTACHMENTS:
Copy of City of Rolling Hills 2021-22 Tax Roll.pdf
Proof of Publication.pdf
Report Re Sanitation Charge-c1.pdf
Resolution RE Annual Sanitation Charge.pdf
City_of_Rolling_Hills_Parcel_Map_20200724_with_Roads.pdf

Parcel Number	Amount
7567001004	1100.00
7567001006	1100.00
7567001007	1100.00
7567001008	1100.00
7567001010	1100.00
7567001011	1100.00
7567001013	1100.00
7567001014	1100.00
7567001016	1100.00
7567002004	1100.00
7567002005	1100.00
7567002006	1100.00
7567002007	1100.00
7567002008	1100.00
7567002009	1100.00
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7567002022	1100.00
7567002023	1100.00
7567002024	1100.00
7567002025	1100.00
7567002026	1100.00
7567002027	1100.00
7567002028	1100.00
7567002029	1100.00
7567002030	1100.00
7567002031	1100.00
7567002033	1100.00
7567002034	1100.00
7567002035	1100.00
7567002036	1100.00
7567003008	1100.00
7567003009	1100.00

Parcel Number	Amount
7567003010	1100.00
7567003011	1100.00
7567003012	1100.00
7567003013	1100.00
7567003014	1100.00
7567003015	1100.00
7567003016	1100.00
7567003017	1100.00
7567003018	1100.00
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	753500.00

Daily Breeze
400 Continental Blvd, Suite 600
El Segundo, CA 90245
310-543-6635
Fax: 310-316-6827

CITY OF ROLLING HILLS
2 PORTUGUESE BEND
PALOS VERDES PENINSU, CA 90274

Account Number:	5007827
Ad Order Number:	0011473044
Customer's Reference / PO Number:	jsandoval@cityofrh.net
Publication:	Daily Breeze
Publication Dates:	06/30/2021
Amount:	$481.40
Payment Amount:	$0.00

NOTICE OF PUBLIC HEARING ON THE ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE AND THE REPORT PREPARED IN CONNECTION WITH THE ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE IN THE CITY OF ROLLING HILLS.

The City of Rolling Hills annually collects sanitation (garbage and refuse collection) service charges ("sanitation charges") on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

NOTICE IS HEREBY GIVEN the City Council of the City of Rolling Hills has caused a written report to be prepared and filed with the City Clerk regarding the City's sanitation charges for Fiscal Year 2021-2022. Such report contains a description of each parcel of real property receiving sanitation services furnished by the City and the amount of the charge for each parcel for fiscal year 2021-2022 computed in conformity with Chapter 8.08 of Title 8 of the City's Municipal Code.

NOTICE IS HEREBY FURTHER GIVEN that on the **12th day of July, 2021 at 7:00 P.M. the City Council of the City of Rolling Hills will hold a public hearing** on the above- described report and levy of the annual sanitation charges. The report is on file in the office of the City Clerk at 2 Portuguese Bend Road, California 90274, and available for public inspection. All City Councilmembers will participate in an in-person meeting and members of the community are welcome to attend the meeting at City Hall; however, a live audio of the City Council meeting will also be available on the City 's website (http://www.rolling-hills.org/). The meeting agenda will be posted on the City 's website (https://www.rolling-hills.org/government/ city_ council/ city_council_ archive_agendas/index.php). Members of the public may submit comments in real time by emailing the City Clerk at cityclerk @cityofrh.net. Your comments will become part of the official meeting record.

At the public hearing, the City Council will hear and consider all objections or protests to the report and levy of the annual sanitation charges. In addition, property owners may mail or deliver a written protest against the proposed annual charge to the City Clerk at Rolling Hills City Hall, 2 Portuguese Bend Road, California 90274. Only one protest per parcel will be counted. Written protests must be received by the City Clerk by the end of the public hearing to be counted.

BY ORDER OF the City of Rolling Hills,
City Clerk

Pub June 30, 2021(1t)DB(11473044)

Daily Breeze
400 Continental Blvd, Suite 600
El Segundo, CA 90245
310-543-6635
Fax: 310-316-6827

(Space below for use of County Clerk Only)

5007827

Legal No. **0011473044**

CITY OF ROLLING HILLS
2 PORTUGUESE BEND
PALOS VERDES PENINSU, CA 90274

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE DAILY BREEZE, a newspaper of general circulation, printed and published in the City of Torrance*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 10, 1974, Case Number SWC7146. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/30/2021

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Torrance, California
On this 3rd day of July, 2021.

Pauline Fernandez

Signature

*The Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington.

CITY OF ROLLING HILLS

NOTICE OF PUBLIC HEARING ON THE ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE AND THE REPORT PREPARED IN CONNECTION WITH THE ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE IN THE CITY OF ROLLING HILLS.

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BY ORDER OF the City of Rolling Hills,
City Clerk

Pub June 30, 2021(1t)DB(11473044)

City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521
FAX (310) 377-7288

ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) REPORT

Sanitation Service

The City of Rolling Hills proposes to collect funds to cover the expenses for the sanitation services provided to each property owner within the City. The following is a summary of the services and activities associated with the charges:

- To protect public health and safety, Contactor shall provide and maintain all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste, Recyclable Materials, Green Waste, Bulky Items, and Brush generated or accumulated within the City from Residential Premises and City Facilities. The services provided by the Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Management Services.

- Contractor shall collect all properly placed Solid Waste, Recyclable Materials and Organic Waste from the designated collection location of every residential premises in the City twice each week.

- Each year on two consecutive Saturdays in April or May, and again on a Saturday in September or October, both as determined by the City, Contractor shall collect an unlimited amount of Bulky Items from the designated collection location.

- In addition to the semi-annual Bulky Item Collection events, Contractor shall provide Customers with on-call Collection for Bulky Items upon request. Contractor shall collect one (1) Bulky Item per calendar year from each Residential Premises at no charge on an on-call basis.

- Contractor will provide additional services as outlined in the Amended and Restated Agreement for Residential Solid Waste Management Services.

The frequency, extent, and/or level of the services identified herein may be modified based on available funding and priorities as determined by the City.

Sanitation Service Charge Calculation
For Fiscal Year 2015-2016, the sanitation charge in the amount of $1,100 per parcel was established. The sanitation charge has remained unchanged for six years.

For Fiscal Year 2021-2022, the cost of providing sanitation services increased to $1,332per parcel. The increase from the $1,100 per parcel over the last five fiscal years to $1,332 per parcel is that for each fiscal year the rates are recommended to the City by Republic Services based on their actual costs for service, which include adjustments for the Consumer Price Index (CPI) and landfill costs. The Franchise Agreement requires that Republic Services annually provide evidence of the CPI adjustment to the City Manager for review and approval. In April 2021, the City Council took action to absorb the $232 per parcel difference in cost and to continue collecting only $1,100 per parcel.

The sanitation service charge for 2021-2022 is the existing sanitation service charge of the City in the amount of $1,100 per parcel. The sanitation charge is based on the direct cost of providing the service.

Proposition 218 Considerations:
Proposition 218, which the voters of the State of California passed on November 5, 1996, contains requirements for the imposition of a fee or charge for property related services. Requirements for fees and charges are contained in Section 6 of Article XIII D.

Paragraph (b) describes the requirements for new, existing, or increased fees and charges as follows:

(1) Revenues shall not exceed the funds required to provide the services.
(2) Revenues shall not be used for any other purpose.
(3) The amount of the fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.
(4) No fee or charge may be imposed unless the service is actually used by or immediately available to the owner of the property in question.
(5) No fee or charge shall be imposed for general governmental services, i.e. police, ambulance, library, where the service is available to the public at large in substantially the same manner as it is to the property owners.

This report and recommended charges comply with all five of these requirements:

1. Revenues generated by this charge will not exceed funds required to provide sanitation services and shall not be used for any other purpose, besides what has been described herein.

2. The sanitation charge does not exceed the proportional cost of providing service to the parcels in the City and the charge is for actual use by or immediately available to the owner of the property in question.

Boundary Diagram

The enclosed diagram shows the exterior boundaries of the territory within the City of Rolling Hills subject to the annual sanitation charges, which has the same boundaries of the City of Rolling Hills itself. Parcel identification, the lines and dimensions of each lot, and parcel and subdivision of land within proposed sanitation services boundary described herein are identified and correspond to the Los Angeles County Assessor's Parcel Maps for said parcels as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments, or parcel changes therein.

Reference is hereby made to the Los Angeles County Assessor's map for a detailed description of the lines and dimensions of each lot and parcel of land within the City of Rolling Hills subject to the proposed annual sanitation service charge to be levied on behalf of the City.

List of Assessor's Parcel Numbers to be levied with the proposed charge amounts

Parcel Number	Land Use Description	Charge
See Attached	Residential	See Attached

RESOLUTION NO. 1285

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS CONFIRMING THE LEVYING OF AN ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE FOR FISCAL YEAR 2021-2022 PURSUANT TO CHAPTER 8.08 OF TITLE 8 OF THE CITY OF ROLLING HILLS MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Chapter 8.08 of Title 8 of the City of Rolling Hills Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470, the City Council is authorized to levy the annual sanitation service charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

SECTION 2. The City Manager prepared and filed a written report containing a description of each parcel of real property within the City to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for fiscal year 2021-2022 in conformity with Section 8.08.230 of the City of Rolling Hills Municipal Code and approved such Report as filed.

SECTION 3. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the levy and collection of the proposed charge for fiscal year 2021-2022. All interested persons were afforded the opportunity to hear and be heard. The City Council considered all oral statements and all written protests made or filed by any interested person. A majority protest does not exist against the annual levy of the sanitation service charge and all oral and written protests to the levy and collection of the proposed charge for fiscal year 2021-2022 are hereby overruled by the City Council.

SECTION 4 Based upon its review of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that (i) each parcel in the City benefits from receiving sanitation service (ii) the net amount to be assessed upon each parcel of real property for fiscal year 2021-2022 in accordance with the Report

is apportioned by a formula and method that fairly distributes the net amount among all assessable parcels in proportion to the estimated benefits received by each parcel, and (iii) no charge is imposed on any parcel that exceeds the reasonable cost of the benefits conferred on that parcel.

SECTION 5. Parcels that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California or the United States shall be charged unless the City demonstrates by clear and convincing evidence that such parcels receive no benefit from the proposed service.

SECTION 6. As set forth in the Report, the annual sanitation service charge is in compliance with the provisions of the City of Rolling Hills Municipal code and Article XIIID of the California Constitution and the City Council has complied with all laws pertaining to the levy of an annual charge pursuant to the City of Rolling Hills Municipal Code and Article XIIID of the California Constitution.

SECTION 7. The annual sanitation service charge is levied without regard to property valuation.

SECTION 8. The City Council hereby finds and determines that the cost of the service that is financed by the annual sanitation service charge for fiscal year 2021-2022 is approximately $912,699.

SECTION 9. The City Council hereby determines and imposes the annual sanitation service charge for fiscal year 2021-2022, at the rates set forth in the Report of $1,100 per parcel, which is in compliance with the provisions of the City of Rolling Hills Municipal code and Article XIIID of the California Constitution.

SECTION 10. The adoption of this resolution constitutes the levy of an annual sanitation service charge against parcels of property in the City of Rolling Hills for the fiscal year commencing July 1, 2021 and ending June 30, 2022.

SECTION 11. The County Auditor of Los Angeles County shall enter on the County Assessment Roll opposite each parcel of land the amount of the annual sanitation service charge, and such charge, and each installment of the charge, shall be collected in the same manner, and shall be subject to the same penalties and priority of lien as, other charges and taxes fixed and collected by, or on behalf of the City. After collection by the County, the net amount of the charge, after deduction of any compensation due the County, shall be paid to the Finance Director.

SECTION 12. The Finance Director shall deposit all money representing charges collected by the County to the credit of the Rolling Hills Refuse Fund.

SECTION 13. The City Clerk is hereby authorized and directed to file the Boundary Diagram and the list of actual Parcel Charges (a listing of the Assessor's Parcel Numbers and the amount to be levied on each parcel) with the County Auditor, together with a certified copy of this Resolution upon its adoption, in addition to any additional information the County Auditor required to collect the charge with the County taxes.

SECTION 14. A certified copy of this resolution and a copy of the Report and the actual Parcel Charges (a listing of the Assessor's Parcel Numbers and the amount to be levied on each parcel) shall be filed in the office of the City Clerk and open to public inspection.

PASSED, APPROVED and ADOPTED this 12th day of July 2021.

_____
Bea Dieringer
Mayor

ATTEST:

_____
Janely Sandoval
City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF ROLLING HILLS)

The foregoing Resolution No. 1285 entitled:

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS CONFIRMING THE LEVYING OF AN ANNUAL SANITATION (GARBAGE AND REFUSE COLLECTION) SERVICE CHARGE FOR FISCAL YEAR 2021-2022 PURSUANT TO CHAPTER 8.08 OF TITLE 8 OF THE CITY OF ROLLING HILLS MUNICIPAL CODE

was approved and adopted at a regular meeting of the City Council on July 12, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janely Sandoval
City Clerk

City of Rolling Hills Parcel Map

Roads
Parcel Boundaries
City Boundaries

N

0 0.2 0.4 Miles

Map created by Christine Lam (CLam2@isd.lacounty.gov)
County of Los Angeles eGIS Group 7/24/2020

Agenda Item No.: 8.A
Mtg. Date: 07/12/2021

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

FROM: **MEREDITH ELGUIRA, PLANNING DIRECTOR**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **ROLLING HILLS 5TH CYCLE HOUSING ELEMENT CERTIFICATION BY CALIFORNIA DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

DATE: **July 12, 2021**

BACKGROUND:
On July 7, 2021, the City of Rolling Hills received confirmation from the Department of Housing and Community Development (HCD) Division of Housing Policy Development confirming that the City's adopted revised 5th cycle housing element (2013-2021) is in full compliance with State Housing Element Law. The State's certification of the Rolling Hills 5th cycle housing element is the culmination of more than two years of work with HCD. The revisions to the plan started in February 2019.

In February 2019, the Sacramento Bee reported that Encinitas of San Diego County was one of the 47 California cities under scrutiny by the Newsom Administration for not complying with a state law that requires them to plan for the construction of affordable housing. The City of Rolling Hills was listed as one of the non-compliant 47 cities. In the same article, the Sacramento Bee also noted that in Governor Newsom's State Address at that time, the Governor expressed that he did not intend to sue all the cities for their failures to meeting their housing obligations, but he vowed to hold them all accountable.

Starting in 2017, 2018, and 2019, many legislations provided the State with more authority and instituted many more requirements for agencies to plan for housing units, one of which included the ability to fine agencies for non-certified housing elements. Evaluating the risks of non-compliance, the City Council directed staff to work with the State on revisions to the 5th cycle housing element for compliance.

Staff held countless meetings with HCD in the last two years, worked with State to understand the intent of the mandated provisions, and strived to meet mandates in away that best fit the character of the Rolling Hills community. Throughout the process, the City Council directed staff to hold public meetings, and provide frequent communications with the residents to solicit feedback from the community.

DISCUSSION:

The City is now fully compliant with State Housing Element Law and will not be subject to "carryover" requirements for its 6th Cycle Housing Element. City staff is currently preparing the 6th Cycle Housing Element, which is due on October 15, 2021. Planning Commission and City Council meetings will take place in the third quarter of 2021.

FISCAL IMPACT:
The cost to revise the 5th cycle housing element was included in the operational budget for Fiscal Year 2020-2021.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
HCD Certification Letter RollingHills-Adopted070721.pdf

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

July 7, 2021

Elaine Jeng, P. E., City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Dear Elaine Jeng:

RE: Rolling Hills' 5th Cycle (2013-2021) Adopted Housing Element

Thank you for submitting the City of Rolling Hills' (City) housing element which was adopted June 14, 2021 and received for review on June 21, 2021. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

HCD is pleased to find the adopted housing element in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code). The adopted element was found to be substantially the same as the revised draft element that HCD's April 26, 2021 review determined met statutory requirements. HCD's finding was based on, among other reasons, implementation of zoning to accommodate the City's Regional Housing Needs Allocation (RHNA) for lower-income households, implementation of zoning which allows emergency shelters without discretionary action, adoption of a reasonable accommodation process, and adoption of amendments to the City's Municipal Code relating to Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU). Additionally, Programs 8 (Add Definitions of Transitional and Supportive Housing, and Employee Housing to the Municipal Code), 11 (ADU Education, Outreach, and Community Engagement), and 13 (Multi-Family Zoning Monitoring and Consideration of Additional Opportunities) are crucial to meeting the statutory requirements.

As mentioned in HCD's April 26, 2021 correspondence, HCD reminds the City that the City's 6th cycle housing element update is due on October 15, 2021. As such, the 5th cycle housing element expires on October 15, 2021. HCD's determination of compliance on the adopted 5th cycle housing element in no way implies compliance is forthcoming for the 6th cycle planning period. The updated 6th cycle housing element will be reviewed on its own contents. New laws and new housing element requirements will apply. These include, but are not limited to, analysis surrounding

the City's efforts to affirmatively further fair housing pursuant to Government Code section 65583, subdivision (c)(10). Additionally, successful implementation of Programs 8, 11, and 13, as noted above, including the identification and zoning of sites to accommodate market rate (i.e., not limited to affordable) multifamily housing zoning is critical for 6th cycle compliance.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf and http://opr.ca.gov/docs/Final_6.26.15.pdf.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City meets housing element requirements for these and other funding sources.

HCD appreciates the hard work and dedication the City's housing element team provided throughout the course of the housing element review. HCD wishes the City success in implementing its housing element and looks forward to following its progress through the general plan annual progress reports pursuant to Government Code section 65400. If HCD can provide assistance in implementing the housing element, please contact Robin Huntley, of our staff, at Robin.Huntley@hcd.ca.gov.

Sincerely,



Shannan West
Land Use & Planning Unit Chief

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 07/12/2021

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **REVIEW OVERALL PROJECT COST ESTIMATES AT 65% DESIGN PROGRESS FOR TWO LAYOUT OPTIONS FOR THE CITY HALL ADA IMPROVEMENTS PROJECT AND PROVIDE DIRECTION TO STAFF.**

DATE: **July 12, 2021**

BACKGROUND:
In December 2019, the City released a Request For Proposal for Architectural and Engineering Design Services to prepare ADA Improvement Plans for the Rolling Hills City Hall, excluding building exterior path of travel.

At the January 27, 2020 City Council Meeting, City Council considered and approved a Professional Services Agreement with Pacific Architecture and Engineering, Inc. to prepare Improvement Plans (ADA and Space Planning).
A kick off meeting with Pacific Architecture and Engineering, Inc. was held February 27, 2020.

At the May 26, 2020 City Council Meeting, City Council received a presentation from staff on the options developed to bring the restrooms up to date and comply with ADA and related codes.

At the July 13, 2020 City Council Meeting, City Council received a presentation from staff with additional information to the two preferred options including opinions of probable costs of construction. At this July 13, 2021 City Council Meeting, City Council voted to move forward with the more economic Option 2 which kept the restrooms in the same location. Option 1 and Option 2 layouts presented at the July 13, 2020 City Council meeting are attached to this report.

Pacific Architecture and Engineering, Inc. has submitted the 65% plans for City review on March 9, 2021. This submittal incorporated the restroom option selected at the July 13, 2020 City Council Meeting. The City has reviewed the 65% plans with comments. Before City review comments are returned to Pacific Architecture and Engineering, Inc. to further develop the plans to 90% design, Councilmember Jeff Piper noted that the City considered the options with the cost estimate capturing the cost to improve the restrooms and not the overall project. Councilmember Pieper recommended that the City Council revisit the restroom options. In response to Councilmember Pieper's suggestion, at the April 12, 2021 meeting, the City Council directed staff to provide a comprehensive project cost

estimate for restroom layout Options 1 and 2.

DISCUSSION:
In July 2020, staff was directed to develop layout Option 2 to design completion. In March 2021, design development of Option 2 reached 65%. In response to the City Council's directive from the April 12, 2021 meeting, Pacific Architecture and Engineering Inc.was authorized to use budget dedicated for design of Option 2 to prepare comprehensive project cost estimates for both restroom options/layouts. To do so, Option 1 needed to be developed to the 65% level to have a project cost estimate that can be compared to the project cost estimate of Option 2.

Pacific Architecture and Engineering Inc. estimated that at 65% design completion, the overall project cost for implementing Option 2 is approximately $784,390. At 65% design completion, the overall project cost for implementing Option 1 is approximately $952,810. The cost difference between the two options is approximately $168,420.

Pacific Architecture and Engineering Inc. estimated that at 10% design completion, the cost estimate to implement restroom improvements only for Option 2 was $268,660. At 10% design completion, the cost estimate to implement restroom improvements only for Option 1 was $671,420. The cost difference between the two restroom improvement options was $402,760.

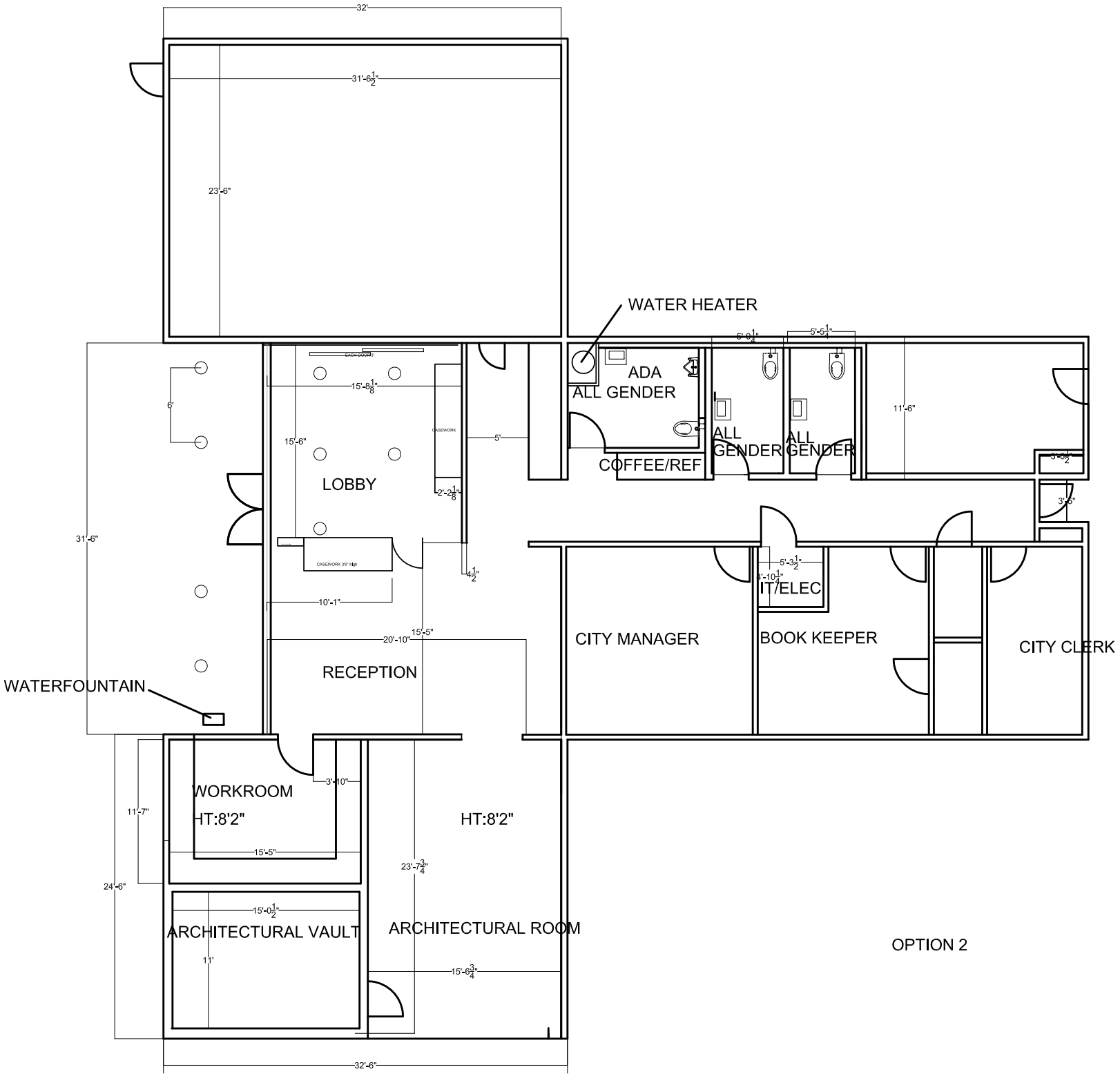
At the June 28, 2021 City Council Meeting, City Council directed staff to add dimensions for the Option 1 layout for additional discussion and review at the July 12, 2021 City Council Meeting. The updated Option 1 layout with dimensions is attached.

FISCAL IMPACT:
The cost of implementing the City Hall ADA improvement project is recommended to be budgeted in the Capital Improvement Program for FY 2021-2022.

Depending on the City Council's direction after reviewing the additional cost estimates, additional budget may be needed for Pacific Architecture and Engineering Inc. to complete the design development to 100% and prepare construction documents.

RECOMMENDATION:
Review additional data for the project and provide direction to staff.

ATTACHMENTS:
rolling hills city hall _option2_202006008d Layout1 (1).pdf
20210519_city hall renovation cost estimate_two options.pdf
20200509_rollinghills_costestimate10.pdf
20210707_option 1_alt Layout1 (1).pdf


32'
31'-6 1/2"
23'-6"
WATER HEATER
ADA
ALL GENDER
ALL
GENDER
ALL
GENDER
COFFEE/REF
11'-6"
LOBBY
15'-6"
15'-8 1/8"
6'
5'
2'-2 1/8"
31'-6"
10'-1"
4 1/2"
CASEWORK
CASEWORK 3'6" High
5'-3 1/2"
4'-10 1/2"
IT/ELEC
CITY MANAGER
BOOK KEEPER
CITY CLERK
20'-10"
15'-5"
RECEPTION
WATERFOUNTAIN
WORKROOM
HT:8'2"
3'-10"
11'-7"
HT:8'2"
15'-5"
23'-7 3/4"
24'-6"
15'-0 1/2"
ARCHITECTURAL VAULT
11'
ARCHITECTURAL ROOM
15'-6 3/4"
32'-6"

OPTION 2

ROLLING HILLS CITY HALL RENOVATIONS
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIFORNIA

TWO OPTIONS COMPARISION

May 17, 2021

PREPARED BY

FOR

PACIFIC ARCHITECTURE & ENGINEERING, INC.

Rev 0

PACIFIC ARCH & ENG, INC.	**0FFICE: 424-3301721**	**DATE:**	**05/17/21**
		NO:	**20-06**
		REV:	**1**

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIFORNIA

OWNER: **CITY OF ROLLING HILLS**

CLIENT: **CITY OF ROLLING HILLS**

DESIGN TEAM: **PACIFIC ARCHITECTURE & ENGINEERING. INC.**

ARCHITECTURAL:	PACIFIC ARCH & ENG	310-405-3878
STRUCTURAL:	TBD	
MECHANICAL:	TBD	
ELECTRICAL:	TBD	

ESTIMATING TEAM:

ARCH/STRUCT:	RW
PLUMBING:	RW
ELECTRICAL:	RW
CHECKED BY:	JF

ESTIMATE LEVEL: TWO OPTIONS COMPARISION

ESTIMATE TYPE: OPINION OF COST

PLAN DATE: 2021-05-06, 14 PAGES

SPEC DATE: NONE

PROJECT TYPE: ADA & NON-ADA UPGRADES

PROJECT SCOPE:

THE CITY OF ROLLING HILLS IS MODERNIZING THEIR CITY HALL BUILDING WITH ADA UPGRADES IN THE RESTROOMS FOR OPTIONS 1 & 2 AND ADDITIONAL NON-ADA UPGRADES IN OTHER AREAS OF THE FACILITY IN OPTION 1 ONLY.

ESTIMATE BASIS:

THIS COST ESTIMATE IS DEFINED AS AN "OPINION OF COST" MEANING THAT THE COSTS REFLECTED IN THE ESTIMATE ARE THE CONSIDERED OPINION OF THE ESTIMATOR BASED ON THE CURRENT COSTS OF MATERIAL AND LABOR, UPON INFORMATION AVAILABLE IN PUBLISHED REFERENCE SOURCES, HISTORICAL COST DATA, CLIENT OR VENDOR PROVIDED COST DATA AND THE PERSONAL EXPERIENCE OF THE ESTIMATOR. THE FINAL COST OF THE PROJECT MAY VARY FROM THE ESTIMATOR'S "OPINION OF COST" BASED ON FACTORS BEYOND THE CONTROL OF THE ESTIMATOR SUCH AS, BUT NOT LIMITED TO, THE NUMBER OF GENERAL CONTRACTORS AND/OR SUBCONTRACTORS PARTICIPATING IN THE BID PROCESS; SUDDEN CHANGES IN NATIONAL AND LOCAL MARKET CONDITIONS; THE NATIONAL AND LOCAL ECONOMY; AND DECISIONS MADE BY THE CLIENT.

COMPETITIVE BIDDING:

THE PRICES IN THIS ESTIMATE ARE BASED ON COMPETITIVE BIDDING. COMPETITIVE BIDDING IS RECEIVING RESPONSIVE BIDS FROM AT LEAST FIVE OR MORE GENERAL CONTRACTORS AND THREE OR MORE RESPONSIVE BIDS FROM MAJOR SUBCONTRACTORS OR TRADES. MAJOR SUBCONTRACTORS ARE CONCRETE, MASONRY, STRUCTURAL STEEL, FRAMING, ROOFING, MECHANICAL, PLUMBING AND ELECTRICAL SUBCONTRACTORS AND ANY OTHER MAJOR COMPONENTS OF THE PROJECT.

WITHOUT COMPETITIVE BIDDING, CONTRACTOR BIDS CAN AND HAVE RANGED FROM 25% TO 100% AND MORE OVER THE PRICES IN THIS ESTIMATE, DEPENDING ON THE SIZE OF THE JOB. WITH COMPETITIVE BIDDING, CONTRACTOR BIDS CAN RANGE AS LOW AS 25% BELOW THE PRICES IN THIS ESTIMATE BASED ON CURRENT MARKET CONDITIONS.

ESCALATION:

ESCALATION IS BASED ON 3.5% PER YEAR AND CARRIED FROM THE ESTIMATE DATE TO THE MID-POINT OF CONSTRUCTION. ONE MAJOR FACTOR IN ESCALATION IS INFLATION AND WE MAY BE IN A PERIOD WITH THE POTENTIAL FOR EXTREME INFLATIONARY PRESSURES. THERE ARE TOO MANY VARIABLES TO DETERMINE HOW ESCALATION WILL IMPACT ANY SPECIFIC PROJECT. THERE MAY ONLY BE NEGLIGIBLE IMPACT OR IT MAY BE GREATER THAN PREDICTED.

WAGE RATES:

THIS OPINION OF COST IS BASED ON MARKET WAGE-RATES & CONDITIONS AND CURRENTLY APPLICABLE PREVAILING WAGES IN LOS ANGELES COUNTY.

WORK SCOPE CHANGES:

THE USER IS CAUTIONED THAT SIGNIFICANT CHANGES IN THE SCOPE OF THE PROJECT, OR ALTERATIONS TO THE PROJECT DOCUMENTS AFTER COMPLETION OF THIS OPINION OF COST ESTIMATE CAN CAUSE MAJOR COST CHANGES. IN THIS CIRCUMSTANCE, TEAM SHOULD BE NOTIFIED AND AN APPROPRIATE ADJUSTMENT MADE TO THIS OPINION OF COST ESTIMATE.

PHASES: NONE

PRORATES:		**AREA SF:**	**GSF**
GENERAL CONDITIONS:	**25.0%**	ADA AREAS	**0**
DESIGN CONTINGENCY:	**25.0%**	NON-ADA AREAS	**0**
ESCALATION:	**6.0%**		
INSURANCE & BONDS:	**1.2%**		
OVERHEAD & PROFIT:	**25.0%**	TOTAL BUILDING AREA	**0**

ESCALATION:
ESCALATION (9 MONTHS TO MPC AT 3.5% P/A)
ESCALATION PER YEAR: **6.0%**
ESTIMATE DATE: **05/17/21**
START DATE: **01/15/22** CONST. LEN: **6.0** MONTHS
FINISH DATE: **07/15/22** MID-POINT: **12.0** MONTHS

SUPPLIER PROVIDED QUOTES & OTHER CONTACTS:

NONE

GENERAL EXCLUSIONS (UNLESS OTHERWISE NOTED):

1. ARCHITECTURAL FEES, ENGINEERING FEES & OTHER SOFT COSTS.
2. THE COST OF LAND & EASEMENT ACQUISITION.
3. ASSESSMENTS, TAXES, FINANCE, LEGAL & DEVELOPMENT CHARGES.
4. COMPRESSION OF SCHEDULE & PREMIUM OR SHIFT WORK.
5. RESTRICTIONS ON THE CONTRACTOR'S WORKING HOURS.
6. BUILDER'S RISK, PROJECT WRAP-UP & OTHER OWNER PROVIDED INSURANCE PROGRAMS.
7. SUSTAINABLE DESIGN & LEED REQUIREMENTS.
8. HAZARDOUS MATERIAL HANDLING, DISPOSAL & ABATEMENT.
9. ENVIRONMENTAL IMPACT MITIGATION.
10. OWNER SUPPLIED & INSTALLED FURNITURE, FIXTURES & EQUIPMENT.
11. LOOSE FURNITURE & EQUIPMENT EXCEPT AS SPECIFICALLY IDENTIFIED.

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**PROJECT SUMMARY**	ESTIMATE DATE:	**05/17/21**
		REV:	**0**

TWO OPTIONS COMPARISION

TAB	DESCRIPTION	ADJ SF	UNIT	COST	TOTAL
	PROJECT SUMMARY				
	OPT 1 - OFFICES, PUBLIC AREAS & RESTROOMS	**3,100**	**SF**	**$307.36**	**$ 952,810**
	OPT 2 - OFFICES, PUBLIC AREAS & RESTROOMS	**2,590**	**SF**	**$302.85**	**$ 784,390**
	DELTA				**$ 168,420**

SPECULATIVE BID RANGE FORECAST
BASED ON CURRENT MARKET CONDITIONS
AND GENERAL CONTRACTOR BIDDER PARTICIPATION LEVELS

	%	OPTION 1	OPTION 2
1 - 2 GC BIDDERS	**100%**	**$ 1,905,620**	**$ 1,568,780**
2 - 3 GC BIDDERS	**75%**	**$ 1,667,420**	**$ 1,372,690**
3 - 4 GC BIDDERS	**50%**	**$ 1,429,220**	**$ 1,176,590**
4 - 5 GC BIDDERS	**25%**	**$ 1,191,020**	**$ 980,490**
5 - 6 GC BIDDERS	**0%**	**$ 952,810**	**$ 784,390**
6 - 7 GC BIDDERS	**-5%**	**$ 905,170**	**$ 745,180**
7 - 8 GC BIDDERS	**-10%**	**$ 857,530**	**$ 705,960**
8 - 9 GC BIDDERS	**-15%**	**$ 809,890**	**$ 666,740**
10 + GC BIDDERS	**-20%**	**$ 762,250**	**$ 627,520**

NOTE: THE BASIC CONCEPT IS THAT HISTORICALLY WITH FEWER GC BIDDERS PRICES WILL GENERALLY RISE AND WITH MORE GC BIDDERS PRICES WILL GENERALLY FALL.

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**3,100**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	OPTION 1				
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-	**NONE**
2.10	SITEWORK		5.1%	8.55	**26,500**
2.20	DEMOLITION		5.7%	9.57	**29,670**
3.10	CONCRETE		4.8%	8.04	**24,910**
6.10	CARPENTRY		11.3%	18.98	**58,850**
8.10	DOORS & WINDOWS		12.7%	21.37	**66,250**
9.10	FINISHES		16.4%	27.55	**85,420**
9.50	TILE		4.6%	7.72	**23,930**
10.10	SPECIALTIES		1.6%	2.72	**8,430**
15.10	PLUMBING		7.1%	11.94	**37,000**
15.20	FIRE PROTECTION		0.9%	1.50	**4,650**
15.30	HVAC		11.9%	20.00	**62,000**
16.10	ELECTRICAL		17.9%	30.00	**93,000**
	TOTAL DIRECT COST			**$167.94**	**$ 520,610**
	PRORATES				
	GENERAL CONDITIONS	**20.0%**			**104,130**
	DESIGN CONTINGENCY	**25.0%**			**130,160**
	ESCALATION	**6.0%**			**31,240**
	SUBTOTAL			**$253.59**	**$ 786,140**
	CONTRACTOR BURDENS				
	BONDS	**1.2%**			**9,440**
	OVERHEAD & PROFIT	**20.0%**			**157,230**
	OPTION 1 - TOTAL PROJECT COSTS			**$307.36**	**$ 952,810**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**3,100**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	**GENERAL CONDITIONS**				
	See Prorates Above.			0.00	-
					-
	SUBTOTAL 1.10	**$0.00**	**SF**		**NONE**
2.10	**SITEWORK**				
	Reroute (e) Sewer Line, 4"	165	LF	100.00	**16,500**
	Restore Landscaping & Hardscape (Allowance)	1	LS	10,000.00	**10,000**
					-
	SUBTOTAL 2.10	**$8.55**	**SF**		**26,500**
2.20	**DEMOLITION**				
	Mass Demolition Areas (Per SF Allowance)	250	SF	10.00	**2,500**
	Power & Data Trench, 18"w	41	LF	50.00	**2,050**
	Demo for New Restroom Concrete	224	SF	10.00	**2,240**
	Demo Flooring Only (Per SF Allowance)	2,976	SF	5.00	**14,880**
	Haul & Disposal Fees (Allowance)	1	LS	5,500.00	**5,500**
	Sawcutting (Allowance)	1	LS	2,500.00	**2,500**
					-
	SUBTOTAL 2.20	**$9.57**	**SF**		**29,670**
3.10	**CONCRETE**				
	New Restroom Sloping Concrete & Substrate	224	SF	35.00	**7,840**
	Float & Level Previous Restroom Floor	70	SF	10.00	**700**
	Concrete Curb, 6"	96	LF	65.00	**6,240**
	Power & Data Trench, 18"w	41	LF	125.00	**5,130**
	Misc. Concrete Work (Allowance)	1	LS	5,000.00	**5,000**
					-
	SUBTOTAL 3.10	**$8.04**	**SF**		**24,910**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**3,100**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
6.10	**CARPENTRY**				
	Rough Carpentry				
	Wood Framed Walls, 2x4 x 134 lf	1,340	SF	20.00	**26,800**
	Wood Framed Furr Walls, 2x4 x 54 lf	540	SF	20.00	**10,800**
	Reframe (e) Door Openings	14	EA	500.00	**7,000**
	Finish Carpentry				
	Lobby Reception Desk	10	LF	650.00	**6,500**
	Misc. Finish Carpentry (Per SF Allowance)	3,100	SF	2.50	**7,750**
					-
	SUBTOTAL 6.10	**$18.98**	**SF**		**58,850**
8.10	**DOORS & WINDOWS**				
	Doors, Frames & Std Hardware				
	New Interior Doors, SC Wood, 3'x7'	9	EA	3,250.00	**29,250**
	New Exterior Doors, SC Wood, 3'x7'	4	EA	3,250.00	**13,000**
	New Exterior Doors, SC Wood, 6'x7'	1	PR	6,000.00	**6,000**
	Includes Frames & Standard Hardware				
	Additional Hardware				
	Panic Hardware	5	EA	1,500.00	**7,500**
	Self Closers	14	EA	750.00	**10,500**
					-
	SUBTOTAL 8.10	**$21.37**	**SF**		**66,250**
9.10	**FINISHES**				
	Wall Finishes				
	Stucco, Exterior, 3 Coats	1	LS	5,000.00	**5,000**
	Gypboard, Walls, Type X, 5/8"	3,220	SF	5.00	**16,100**
	Insulation/Sound Batts	1,880	SF	2.50	**4,700**
	Misc. Patch & Repair (Per SF Allowance)	3,100	SF	2.50	**7,750**
	Walls include gypboard, sound batts & paint.				
	Flooring				
	Carpet Tiles	2,536	SF	10.00	**25,360**
	Vinyl Base, 4"	670	LF	7.50	**5,030**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**3,100**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	Ceilings				
	Acoustic Ceiling Tile, 2x4	1,060	SF	7.50	**7,950**
	Gypboard, Ceilings, Type X, 5/8"	230	SF	5.00	**1,150**
	Painting				
	Painting, Walls, 3 Coats	3,220	SF	2.50	**8,050**
	Painting, Ceilings, 3 Coats	230	SF	2.50	**580**
	Paint/Stain Doors	15	EA	150.00	**2,250**
	Misc. Additional Painting (Allowance)	1	LS	1,500.00	**1,500**
					-
	SUBTOTAL 9.10	**$27.55**	**SF**		**85,420**
9.50	**TILE**				
	Restrooms				
	Ceramic Tile, Floor	224	SF	25.00	**5,600**
	Ceramic Tile, Wainscot, 4'	336	SF	30.00	**10,080**
	Lobby				
	Ceramic Tile, Floor	216	SF	25.00	**5,400**
	Ceramic Tile, Base	95	LF	30.00	**2,850**
					-
	SUBTOTAL 9.50	**$7.72**	**SF**		**23,930**
10.10	**SPECIALTIES**				
	Toilet Partitions & Accessories				
	Toilet Partition, ADA	1	EA	1,500.00	**1,500**
	Toilet Partition, Door & Panel	1	EA	500.00	**500**
	Coat Hooks	3	EA	75.00	**230**
	Grab Bar Sets	2	EA	350.00	**700**
	Mirrors	3	EA	120.00	**360**
	Paper Towel Dispenser & Waste Combo	2	EA	750.00	**1,500**
	Seat Cover Dispensers	3	EA	75.00	**230**
	Soap Dispensers	3	EA	75.00	**230**
	Toilet Paper Dispensers	3	EA	75.00	**230**
	General Building Specialties				
	Corner Guards	8	EA	75.00	**600**
	Markerboards, 6'x4'	1	EA	600.00	**600**
	TV Wall Mounting Bracket	1	EA	750.00	**750**
	Misc. General Building Specialties (Allowance)	1	LS	1,000.00	**1,000**
					-

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**3,100**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	SUBTOTAL 10.10	**$2.72**	**SF**		**8,430**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**3,100**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
15.10	**PLUMBING**				
	Toilets	3	EA	2,500.00	**7,500**
	Urinals	1	EA	1,500.00	**1,500**
	Lavatories	3	EA	1,000.00	**3,000**
	Plumbing Rough-Ins	7	EA	3,500.00	**24,500**
	Sterilization & Testing	1	LS	1,000.00	**500**
					-
	SUBTOTAL 15.10	**$11.94**	**SF**		**37,000**
15.20	**FIRE PROTECTION**				
	Adjust Sprinkler Heads (Per SF Allowance)	3,100	SF	1.50	**4,650**
					-
	SUBTOTAL 15.20	**$1.50**	**SF**		**4,650**
15.30	**HVAC**				
	Reconfigure Existing HVAC (Per SF Allowance)	3,100	SF	20.00	**62,000**
					-
	SUBTOTAL 15.30	**$20.00**	**SF**		**62,000**
16.10	**ELECTRICAL**				
	Reconfigure Existing Electrical (Per SF Allowance)	3,100	SF	30.00	**93,000**
					-
	SUBTOTAL 16.10	**$30.00**	**SF**		**93,000**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 2 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**2,590**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	OPTION 2				
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-	**NONE**
2.10	SITEWORK		0.0%	-	**NONE**
2.20	DEMOLITION		6.1%	9.33	**24,170**
3.10	CONCRETE		5.1%	7.83	**20,290**
6.10	CARPENTRY		12.4%	19.15	**49,600**
8.10	DOORS & WINDOWS		11.7%	18.07	**46,800**
9.10	FINISHES		16.5%	25.31	**65,560**
9.50	TILE		4.2%	6.51	**16,870**
10.10	SPECIALTIES		1.2%	1.83	**4,730**
15.10	PLUMBING		9.3%	14.29	**37,000**
15.20	FIRE PROTECTION		1.0%	1.50	**3,890**
15.30	HVAC		13.0%	20.00	**51,800**
16.10	ELECTRICAL		19.5%	30.00	**77,700**
	TOTAL DIRECT COST			**$153.83**	**$ 398,410**
	PRORATES				
	GENERAL CONDITIONS	**25.0%**			**99,610**
	DESIGN CONTINGENCY	**25.0%**			**99,610**
	ESCALATION	**6.0%**			**23,910**
	SUBTOTAL			**$239.98**	**$ 621,540**
	CONTRACTOR BURDENS				
	BONDS	**1.2%**			**7,460**
	OVERHEAD & PROFIT	**25.0%**			**155,390**
	OPTION 2 - TOTAL PROJECT COSTS			**$302.85**	**$ 784,390**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 2 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**2,590**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	**GENERAL CONDITIONS**				
	See Prorates Above.			0.00	-
					-
	SUBTOTAL 1.10	**$0.00**	**SF**		**NONE**
2.10	**SITEWORK**				
	None				-
					-
	SUBTOTAL 2.10	**$0.00**	**SF**		**NONE**
2.20	**DEMOLITION**				
	Mass Demolition Areas (Per SF Allowance)	250	SF	10.00	**2,500**
	Power & Data Trench, 18"w	41	LF	50.00	**2,050**
	Demo for New Restroom Concrete	260	SF	10.00	**2,600**
	Demo Flooring Only (Per SF Allowance)	2,264	SF	5.00	**11,320**
	Haul & Disposal Fees (Allowance)	1	LS	4,700.00	**4,700**
	Sawcutting (Allowance)	1	LS	1,000.00	**1,000**
					-
	SUBTOTAL 2.20	**$9.33**	**SF**		**24,170**
3.10	**CONCRETE**				
	New Restroom Sloping Concrete & Substrate	186	SF	35.00	**6,510**
	Concrete Curb, 6"	110	LF	65.00	**7,150**
	Power & Data Trench, 18"w	41	LF	125.00	**5,130**
	Misc. Concrete Work (Allowance)	1	LS	1,500.00	**1,500**
					-
	SUBTOTAL 3.10	**$7.83**	**SF**		**20,290**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 2 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**2,590**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
6.10	**CARPENTRY**				
	Rough Carpentry				
	Wood Framed Walls, 2x4 x 80 lf	800	SF	20.00	**16,000**
	Wood Framed Furr Walls, 2x4 x 38 lf	380	SF	20.00	**7,600**
	Finish Carpentry				
	Lobby Reception Desk	9	LF	650.00	**5,850**
	Coffee Break, Base Cab	9	LF	450.00	**4,050**
	Coffee Break, Wall Cab	9	LF	350.00	**3,150**
	Misc. Finish Carpentry (Per SF Allowance)	2,590	SF	5.00	**12,950**
					-
	SUBTOTAL 6.10	**$19.15**	**SF**		**49,600**
8.10	**DOORS & WINDOWS**				
	New Interior Doors, SC Wood, 3'x7'	13	EA	3,600.00	**46,800**
	Includes Frames & Standard Hardware				
					-
	SUBTOTAL 8.10	**$18.07**	**SF**		**46,800**
9.10	**FINISHES**				
	Wall Finishes				
	Stucco, Exterior, 3 Coats	1	LS	5,000.00	**5,000**
	Gypboard, Type X, 5/8"	1,980	SF	5.00	**9,900**
	Insulation/Sound Batts	1,180	SF	2.50	**2,950**
	Misc. Patch & Repair (Per SF Allowance)	2,590	SF	2.50	**6,480**
	Walls include gypboard, sound batts & paint.				
	Flooring				
	Carpet Tiles	2,264	SF	10.00	**22,640**
	Vinyl Base, 4"	530	LF	7.50	**3,980**
	Ceilings				
	Suspended/Framed' Gypboard Ceiling	242	SF	20.00	**4,840**
	Gypboard, Ceilings, Type X, 5/8"	242	SF	2.50	**610**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 2 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**2,590**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	Painting				
	Painting, Walls, 3 Coats	1,980	SF	2.50	**4,950**
	Painting, Ceilings, 3 Coats	242	SF	2.50	**610**
	Paint/Stain Doors	13	EA	200.00	**2,600**
	Misc. Additional Painting (Allowance)	1	LS	1,000.00	**1,000**
					-
	SUBTOTAL 9.10	**$25.31**	**SF**		**65,560**
9.50	**TILE**				
	Restrooms				
	Ceramic Tile, Floor	190	SF	25.00	**4,750**
	Ceramic Tile, Wainscot, 4'	404	SF	30.00	**12,120**
					-
	SUBTOTAL 9.50	**$6.51**	**SF**		**16,870**
10.10	**SPECIALTIES**				
	Toilet Accessories				
	Coat Hooks	3	EA	75.00	**230**
	Grab Bar Sets	2	EA	350.00	**700**
	Mirrors	3	EA	120.00	**360**
	Paper Towel Dispenser & Waste Combo	3	EA	750.00	**2,250**
	Seat Cover Dispensers	3	EA	75.00	**230**
	Soap Dispensers	3	EA	75.00	**230**
	Toilet Paper Dispensers	3	EA	75.00	**230**
	General Building Specialties				
	Misc. General Building Specialties (Allowance)	1	LS	500.00	**500**
					-
	SUBTOTAL 10.10	**$1.83**	**SF**		**4,730**
15.10	**PLUMBING**				
	Toilets	3	EA	2,500.00	**7,500**
	Urinals	1	EA	1,500.00	**1,500**
	Lavatories	3	EA	1,000.00	**3,000**
	Plumbing Rough-Ins	7	EA	3,500.00	**24,500**
	Sterilization & Testing	1	LS	500.00	**500**
					-
	SUBTOTAL 15.10	**$14.29**	**SF**		**37,000**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 2 - OFFICES, PUBLIC AREAS & RESTROOMS**	ESTIMATE DATE:	**05/17/21**
		ADJUSTED GSF:	**2,590**

REV 0

TWO OPTIONS COMPARISION

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
15.20	**FIRE PROTECTION**				
	Adjust Sprinkler Heads (Per SF Allowance)	2,590	SF	1.50	**3,890**
					-
	SUBTOTAL 15.20	**$1.50**	**SF**		**3,890**
15.30	**HVAC**				
	Reconfigure Existing HVAC (Per SF Allowance)	2,590	SF	20.00	**51,800**
					-
	SUBTOTAL 15.30	**$20.00**	**SF**		**51,800**
16.10	**ELECTRICAL**				
	Reconfigure Existing Electrical (Per SF Allowance)	2,590	SF	30.00	**77,700**
					-
	SUBTOTAL 16.10	**$30.00**	**SF**		**77,700**

ROLLING HILLS CITY HALL RENOVATIONS
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIFORNIA

10% SCHEMATIC DESIGN COST ESTIMATE

May 9, 2020

RHWCC JOB NUMBER:
20-06

PREPARED BY

PACIFIC ARCHITECTURE & ENGINEERING, INC.
HERMOSA BEACH, CA

Rev 0

PACIFIC ARCH & ENG, INC. **0FFICE: 310-698-8711**
2447 PACIFIC COAST HIGHWAY, SUITE 218
HERMOSA BEACH, CA 90254

DATE:	**05/09/20**
RHW NO:	**20-06**
REV:	**0**

PROJECT: **ROLLING HILLS CITY HALL RENOVATIONS**
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIFORNIA

OWNER: **CITY OF ROLLING HILLS**

CLIENT: **CITY OF ROLLING HILLS**

DESIGN TEAM: **PACIFIC ARCHITECTURE & ENGINEERING. INC.**

ARCHITECTURAL:	PACIFIC ARCH & ENG
STRUCTURAL:	TBD
MECHANICAL:	TBD
ELECTRICAL:	TBD

ESTIMATING TEAM:

ARCH/STRUCT:	RW
PLUMBING:	RW
ELECTRICAL:	RW
CHECKED BY:	JFH

ESTIMATE LEVEL: 10% SCHEMATIC DESIGN COST ESTIMATE

ESTIMATE TYPE: OPINION OF COST

PLAN DATE: 2020-05-06, 3 PAGES

SPEC DATE: NONE

PROJECT TYPE: ADA & NON-ADA UPGRADES

PROJECT SCOPE:

THE CITY OF ROLLING HILLS IS MODERNIZING THEIR CITY HALL BUILDING WITH ADA UPGRADES

ESTIMATE BASIS:

THIS COST ESTIMATE IS DEFINED AS AN "OPINION OF COST" MEANING THAT THE COSTS REFLECTED IN THE ESTIMATE ARE THE CONSIDERED OPINION OF THE ESTIMATOR BASED ON THE CURRENT COSTS OF MATERIAL AND LABOR, UPON INFORMATION AVAILABLE IN PUBLISHED REFERENCE SOURCES, HISTORICAL COST DATA, CLIENT OR VENDOR PROVIDED COST DATA AND THE PERSONAL EXPERIENCE OF THE ESTIMATOR. THE FINAL COST OF THE PROJECT MAY VARY FROM THE ESTIMATOR'S "OPINION OF COST" BASED ON FACTORS BEYOND THE CONTROL OF THE ESTIMATOR SUCH AS, BUT NOT LIMITED TO, THE NUMBER OF GENERAL CONTRACTORS AND/OR SUBCONTRACTORS PARTICIPATING IN THE BID PROCESS; SUDDEN CHANGES IN NATIONAL AND LOCAL MARKET CONDITIONS; THE NATIONAL AND LOCAL ECONOMY; AND DECISIONS MADE BY THE CLIENT.

PACIFIC ARCH & ENG, INC. **0FFICE: 310-698-8711**
2447 PACIFIC COAST HIGHWAY, SUITE 218
HERMOSA BEACH, CA 90254

DATE:	**05/09/20**
RHW NO:	**20-06**
REV:	**0**

COMPETITIVE BIDDING:

THE PRICES IN THIS ESTIMATE ARE BASED ON COMPETITIVE BIDDING. COMPETITIVE BIDDING IS RECEIVING RESPONSIVE BIDS FROM AT LEAST FIVE OR MORE GENERAL CONTRACTORS AND THREE OR MORE RESPONSIVE BIDS FROM MAJOR SUBCONTRACTORS OR TRADES. MAJOR SUBCONTRACTORS ARE CONCRETE, MASONRY, STRUCTURAL STEEL, FRAMING, ROOFING, MECHANICAL, PLUMBING AND ELECTRICAL SUBCONTRACTORS AND ANY OTHER MAJOR COMPONENTS OF THE PROJECT.

WITHOUT COMPETITIVE BIDDING, CONTRACTOR BIDS CAN AND HAVE RANGED FROM 25% TO 100% AND MORE OVER THE PRICES IN THIS ESTIMATE, DEPENDING ON THE SIZE OF THE JOB. WITH COMPETITIVE BIDDING, CONTRACTOR BIDS CAN RANGE AS LOW AS 25% BELOW THE PRICES IN THIS ESTIMATE BASED ON CURRENT MARKET CONDITIONS.

ESCALATION:

ESCALATION IS BASED ON 3.5% PER YEAR AND CARRIED FROM THE ESTIMATE DATE TO THE MID-POINT OF CONSTRUCTION. ONE MAJOR FACTOR IN ESCALATION IS INFLATION AND WE MAY BE IN A PERIOD WITH THE POTENTIAL FOR EXTREME INFLATIONARY PRESSURES. THERE ARE TOO MANY VARIABLES TO DETERMINE HOW ESCALATION WILL IMPACT ANY SPECIFIC PROJECT. THERE MAY ONLY BE NEGLIGIBLE IMPACT OR IT MAY BE GREATER THAN PREDICTED.

WAGE RATES:

THIS OPINION OF COST IS BASED ON MARKET WAGE-RATES & CONDITIONS AND CURRENTLY APPLICABLE PREVAILING WAGES IN LOS ANGELES COUNTY.

WORK SCOPE CHANGES:

THE USER IS CAUTIONED THAT SIGNIFICANT CHANGES IN THE SCOPE OF THE PROJECT, OR ALTERATIONS TO THE PROJECT DOCUMENTS AFTER COMPLETION OF THIS OPINION OF COST ESTIMATE CAN CAUSE MAJOR COST CHANGES. IN THIS CIRCUMSTANCE, RHWCC SHOULD BE NOTIFIED AND AN APPROPRIATE ADJUSTMENT MADE TO THIS OPINION OF COST ESTIMATE.

PHASES: NONE

PRORATES:	
GENERAL CONDITIONS:	**25.0%**
DESIGN CONTINGENCY:	**35.0%**
ESCALATION:	**2.1%**
INSURANCE & BONDS:	**1.2%**
OVERHEAD & PROFIT:	**25.0%**

AREA SF:	**GSF**
ADA AREAS	**0**
NON-ADA AREAS	**0**
TOTAL BUILDING AREA	**0**

ESCALATION:
ESCALATION (9 MONTHS TO MPC AT 3.5% P/A)
ESCALATION PER YEAR: **3.5%**

ESTIMATE DATE:	**05/09/20**			
START DATE:	**09/01/20**	CONST. LEN:	**6.0**	MONTHS
FINISH DATE:	**03/01/21**	MID-POINT:	**7.0**	MONTHS

PACIFIC ARCH & ENG, INC.
2447 PACIFIC COAST HIGHWAY, SUITE 218
HERMOSA BEACH, CA 90254

0FFICE: 310-698-8711

DATE:	**05/09/20**
RHW NO:	**20-06**
REV:	**0**

SUPPLIER PROVIDED QUOTES & OTHER CONTACTS:

NONE

GENERAL EXCLUSIONS (UNLESS OTHERWISE NOTED):

1. ARCHITECTURAL FEES, ENGINEERING FEES & OTHER SOFT COSTS.
2. THE COST OF LAND & EASEMENT ACQUISITION.
3. ASSESSMENTS, TAXES, FINANCE, LEGAL & DEVELOPMENT CHARGES.
4. COMPRESSION OF SCHEDULE & PREMIUM OR SHIFT WORK.
5. RESTRICTIONS ON THE CONTRACTOR'S WORKING HOURS.
6. BUILDER'S RISK, PROJECT WRAP-UP & OTHER OWNER PROVIDED INSURANCE PROGRAMS.
7. SUSTAINABLE DESIGN & LEED REQUIREMENTS.
8. HAZARDOUS MATERIAL HANDLING, DISPOSAL & ABATEMENT.
9. ENVIRONMENTAL IMPACT MITIGATION.
10. OWNER SUPPLIED & INSTALLED FURNITURE, FIXTURES & EQUIPMENT.
11. LOOSE FURNITURE & EQUIPMENT EXCEPT AS SPECIFICALLY IDENTIFIED.

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**PROJECT SUMMARY**	ESTIMATE DATE:	**05/09/20**
		REV:	**0**

10% SCHEMATIC DESIGN COST ESTIMATE

TAB	DESCRIPTION	ADJ SF	UNIT	COST	TOTAL
	PROJECT SUMMARY				
	OPTION 1 - RESTROOMS & RECONFIGURATION	**1,390**	**SF**	**$483.04**	**$ 671,420**
	OPTION 2 - RESTROOMS	**260**	**SF**	**$1,033.31**	**$ 268,660**

SPECULATIVE BID RANGE FORECAST
BASED ON CURRENT MARKET CONDITIONS
AND GENERAL CONTRACTOR BIDDER PARTICIPATION LEVELS

	%	OPTION 1	OPTION 2
1 - 2 GC BIDDERS	**100%**	**$ 1,342,840**	**$ 537,320**
2 - 3 GC BIDDERS	**75%**	**$ 1,174,990**	**$ 470,160**
3 - 4 GC BIDDERS	**50%**	**$ 1,007,130**	**$ 402,990**
4 - 5 GC BIDDERS	**25%**	**$ 839,280**	**$ 335,830**
5 - 6 GC BIDDERS	**0%**	**$ 671,420**	**$ 268,660**
6 - 7 GC BIDDERS	**-5%**	**$ 637,850**	**$ 255,230**
7 - 8 GC BIDDERS	**-10%**	**$ 604,280**	**$ 241,800**
8 - 9 GC BIDDERS	**-15%**	**$ 570,710**	**$ 228,370**
10 + GC BIDDERS	**-20%**	**$ 537,140**	**$ 214,930**

NOTE: THE BASIC CONCEPT IS THAT HISTORICALLY WITH FEWER GC BIDDERS PRICES WILL GENERALLY RISE AND WITH MORE GC BIDDERS PRICES WILL GENERALLY FALL.

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - RESTROOMS & MISC. AREAS**	ESTIMATE DATE:	**05/09/20**
		ADJUSTED GSF:	**1,390**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	OPTION 1				
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-	**NONE**
2.10	SITEWORK		7.1%	17.99	**25,000**
2.20	DEMOLITION		8.2%	20.86	**28,990**
3.10	CONCRETE		5.5%	13.95	**19,390**
6.10	CARPENTRY		7.5%	19.05	**26,480**
8.10	DOORS & WINDOWS		10.9%	27.68	**38,480**
9.10	FINISHES		18.8%	47.68	**66,280**
9.50	TILE		4.4%	11.28	**15,680**
10.10	SPECIALTIES		2.4%	6.06	**8,430**
15.10	PLUMBING		10.5%	26.62	**37,000**
15.20	FIRE PROTECTION		1.0%	2.50	**3,480**
15.30	HVAC		9.9%	25.00	**34,750**
16.10	ELECTRICAL		13.8%	35.00	**48,650**
	TOTAL DIRECT COST			**$253.68**	**$ 352,610**
	PRORATES				
	GENERAL CONDITIONS	**20.0%**			**70,530**
	DESIGN CONTINGENCY	**35.0%**			**123,420**
	ESCALATION	**2.1%**			**7,410**
	SUBTOTAL			**$398.54**	**$ 553,970**
	CONTRACTOR BURDENS				
	BONDS	**1.2%**			**6,650**
	OVERHEAD & PROFIT	**20.0%**			**110,800**
	OPTION 1 - TOTAL PROJECT COSTS			**$483.04**	**$ 671,420**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - RESTROOMS & MISC. AREAS**	ESTIMATE DATE:	**05/09/20**
		ADJUSTED GSF:	**1,390**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	**GENERAL CONDITIONS**				
	See Prorates Above.			0.00	-
					-
	SUBTOTAL 1.10	**$0.00**	**SF**		**NONE**
2.10	**SITEWORK**				
	Sewer Line, 4"	150	LF	100.00	**15,000**
	Restore Landscaping & Hardscape (Allowance)	1	LS	10,000.00	**10,000**
					-
	SUBTOTAL 2.10	**$17.99**	**SF**		**25,000**
2.20	**DEMOLITION**				
	Mass Demolition Areas (Per SF Allowance)	1,200	SF	15.00	**18,000**
	Demo for New Restroom Concrete	224	SF	10.00	**2,240**
	Demo Flooring Only (Per SF Allowance)	190	SF	5.00	**950**
	Haul & Disposal Fees (Allowance)	1	LS	5,300.00	**5,300**
	Sawcutting (Allowance)	1	LS	2,500.00	**2,500**
					-
	SUBTOTAL 2.20	**$20.86**	**SF**		**28,990**
3.10	**CONCRETE**				
	New Restroom Sloping Concrete & Substrate	224	SF	35.00	**7,840**
	Float & Level Previous Restroom Floor	70	SF	10.00	**700**
	Concrete Curb, 6"	90	LF	65.00	**5,850**
	Misc. Concrete Work (Allowance)	1	LS	5,000.00	**5,000**
					-
	SUBTOTAL 3.10	**$13.95**	**SF**		**19,390**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - RESTROOMS & MISC. AREAS**	ESTIMATE DATE:	**05/09/20**
		ADJUSTED GSF:	**1,390**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
6.10	**CARPENTRY**				
	Rough Carpentry				
	Wood Framed Walls, 2x4	1,250	SF	10.00	**12,500**
	Wood Framed Walls, 2x8	200	SF	12.50	**2,500**
	Reframe (e) Door Openings	6	EA	500.00	**3,000**
	Finish Carpentry				
	Lobby Reception Desk, 10 lf	1	EA	5,000.00	**5,000**
	Misc. Finish Carpentry (Per SF Allowance)	1,390	SF	2.50	**3,480**
					-
	SUBTOTAL 6.10	**$19.05**	**SF**		**26,480**
8.10	**DOORS & WINDOWS**				
	New Interior Doors, SC Wood, 3'x7'	13	EA	2,960.00	**38,480**
	Includes Frames & Standard Hardware				**-**
					-
	SUBTOTAL 8.10	**$27.68**	**SF**		**38,480**
9.10	**FINISHES**				
	Wall Finishes				
	New Walls, 2x4 x 125 lf	1,250	SF	20.00	**25,000**
	New Walls, 2x8 x 20 lf	200	SF	25.00	**5,000**
	Misc. Patch & Repair (Per SF Allowance)	1,390	SF	2.50	**3,480**
	Walls include gypboard, sound batts & paint.				
	Flooring				
	Resilient Flooring	570	SF	10.00	**5,700**
	Carpet Tiles	110	SF	10.00	**1,100**
	Lobby Brick (Remove & Replace)	380	SF	20.00	**7,600**
	Vinyl Base, 4"	410	LF	7.50	**3,080**
	Ceilings				
	Acoustic Ceiling Tile, 2x4	1,060	SF	7.50	**7,950**
	Suspended Gypboard Ceiling	224	SF	15.00	**3,360**
	Paint Gypboard Ceiling	224	SF	2.50	**560**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - RESTROOMS & MISC. AREAS**	ESTIMATE DATE:	**05/09/20**
		ADJUSTED GSF:	**1,390**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	Additional Painting				
	Paint/Stain Doors	13	EA	150.00	**1,950**
	Misc. Additional Painting (Allowance)	1	LS	1,500.00	**1,500**
					-
	SUBTOTAL 9.10	**$47.68**	**SF**		**66,280**
9.50	**TILE**				
	Ceramic Tile, Floor	224	SF	25.00	**5,600**
	Ceramic Tile, Wainscot, 4'	336	SF	30.00	**10,080**
					-
	SUBTOTAL 9.50	**$11.28**	**SF**		**15,680**
10.10	**SPECIALTIES**				
	Toilet Partitions & Accessories				
	Toilet Partition, ADA	1	EA	1,500.00	**1,500**
	Toilet Partition, Door & Panel	1	EA	500.00	**500**
	Coat Hooks	3	EA	75.00	**230**
	Grab Bar Sets	2	EA	350.00	**700**
	Mirrors	3	EA	120.00	**360**
	Paper Towel Dispenser & Waste Combo	2	EA	750.00	**1,500**
	Seat Cover Dispensers	3	EA	75.00	**230**
	Soap Dispensers	3	EA	75.00	**230**
	Toilet Paper Dispensers	3	EA	75.00	**230**
	General Building Specialties				
	Corner Guards	8	EA	75.00	**600**
	Markerboards, 6'x4'	1	EA	600.00	**600**
	TV Wall Mounting Bracket	1	EA	750.00	**750**
	Misc. General Building Specialties (Allowance)	1	LS	1,000.00	**1,000**
					-
	SUBTOTAL 10.10	**$6.06**	**SF**		**8,430**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 1 - RESTROOMS & MISC. AREAS**	ESTIMATE DATE:	**05/09/20**
		ADJUSTED GSF:	**1,390**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
15.10	**PLUMBING**				
	Toilets	3	EA	2,500.00	**7,500**
	Urinals	1	EA	1,500.00	**1,500**
	Lavatories	3	EA	1,000.00	**3,000**
	Plumbing Rough-Ins	7	EA	3,500.00	**24,500**
	Sterilization & Testing	1	LS	1,000.00	**500**
					-
	SUBTOTAL 15.10	**$26.62**	**SF**		**37,000**
15.20	**FIRE PROTECTION**				
	Adjust Sprinkler Heads (Per SF Allowance)	1,390	SF	2.50	**3,480**
					-
	SUBTOTAL 15.20	**$2.50**	**SF**		**3,480**
15.30	**HVAC**				
	Reconfigure Existing HVAC (Per SF Allowance)	1,390	SF	25.00	**34,750**
					-
	SUBTOTAL 15.30	**$25.00**	**SF**		**34,750**
16.10	**ELECTRICAL**				
	Reconfigure Existing Electrical (Per SF Allowance)	1,390	SF	35.00	**48,650**
					-
	SUBTOTAL 16.10	**$35.00**	**SF**		**48,650**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 2 - RESTROOMS ONLY**	ESTIMATE DATE:	**05/09/20**
		ADJUSTED GSF:	**260**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	OPTION 2				
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-	**NONE**
2.10	SITEWORK		0.0%	-	**NONE**
2.20	DEMOLITION		7.0%	35.38	**9,200**
3.10	CONCRETE		11.9%	60.04	**15,610**
6.10	CARPENTRY		4.6%	23.46	**6,100**
8.10	DOORS & WINDOWS		6.8%	34.15	**8,880**
9.10	FINISHES		12.3%	62.23	**16,180**
9.50	TILE		13.2%	66.81	**17,370**
10.10	SPECIALTIES		3.6%	18.19	**4,730**
15.10	PLUMBING		28.2%	142.31	**37,000**
15.20	FIRE PROTECTION		0.5%	2.50	**650**
15.30	HVAC		4.9%	25.00	**6,500**
16.10	ELECTRICAL		6.9%	35.00	**9,100**
	TOTAL DIRECT COST			**$505.08**	**$ 131,320**
	PRORATES				
	GENERAL CONDITIONS	**25.0%**			**32,830**
	DESIGN CONTINGENCY	**35.0%**			**45,970**
	ESCALATION	**2.1%**			**2,760**
	SUBTOTAL			**$818.77**	**$ 212,880**
	CONTRACTOR BURDENS				
	BONDS	**1.2%**			**2,560**
	OVERHEAD & PROFIT	**25.0%**			**53,220**
	OPTION 2 - TOTAL PROJECT COSTS			**$1,033.31**	**$ 268,660**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 2 - RESTROOMS ONLY**	ESTIMATE DATE:	**05/09/20**
		ADJUSTED GSF:	**260**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	**GENERAL CONDITIONS**				
	See Prorates Above.			0.00	-
					-
	SUBTOTAL 1.10	**$0.00**	**SF**		**NONE**
2.10	**SITEWORK**				
	None				-
					-
	SUBTOTAL 2.10	**$0.00**	**SF**		**NONE**
2.20	**DEMOLITION**				
	Mass Demolition Areas (Per SF Allowance)	260	SF	15.00	**3,900**
	Demo for New Restroom Concrete	260	SF	10.00	**2,600**
	Haul & Disposal Fees (Allowance)	1	LS	1,700.00	**1,700**
	Sawcutting (Allowance)	1	LS	1,000.00	**1,000**
					-
	SUBTOTAL 2.20	**$35.38**	**SF**		**9,200**
3.10	**CONCRETE**				
	New Restroom Sloping Concrete & Substrate	210	SF	35.00	**7,350**
	Concrete Curb, 6"	104	LF	65.00	**6,760**
	Misc. Concrete Work (Allowance)	1	LS	1,500.00	**1,500**
					-
	SUBTOTAL 3.10	**$60.04**	**SF**		**15,610**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 2 - RESTROOMS ONLY**	ESTIMATE DATE:	**05/09/20**
		ADJUSTED GSF:	**260**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
6.10	**CARPENTRY**				
	Rough Carpentry				
	Wood Framed Walls, 2x4	120	SF	10.00	**1,200**
	Wood Framed Walls, Dbl 2x4	340	SF	12.50	**4,250**
	Finish Carpentry				
	Misc. Finish Carpentry (Per SF Allowance)	260	SF	2.50	**650**
					-
	SUBTOTAL 6.10	**$23.46**	**SF**		**6,100**
8.10	**DOORS & WINDOWS**				
	New Interior Doors, SC Wood, 3'x7'	3	EA	2,960.00	**8,880**
	Includes Frames & Standard Hardware				
					-
	SUBTOTAL 8.10	**$34.15**	**SF**		**8,880**
9.10	**FINISHES**				
	Wall Finishes				
	New Walls, 2x4 x 12 lf	120	SF	20.00	**2,400**
	New Walls, Dbl 2x4 x 34 lf	340	SF	25.00	**8,500**
	Misc. Patch & Repair (Per SF Allowance)	260	SF	2.50	**650**
	Walls include gypboard, sound batts & paint.				
	Ceilings				
	Suspended Gypboard Ceiling	210	SF	15.00	**3,150**
	Paint Gypboard Ceiling	210	SF	2.50	**530**
	Additional Painting				
	Paint/Stain Doors	3	EA	150.00	**450**
	Misc. Additional Painting (Allowance)	1	LS	500.00	**500**
					-
	SUBTOTAL 9.10	**$62.23**	**SF**		**16,180**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 2 - RESTROOMS ONLY**	ESTIMATE DATE:	**05/09/20**
		ADJUSTED GSF:	**260**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

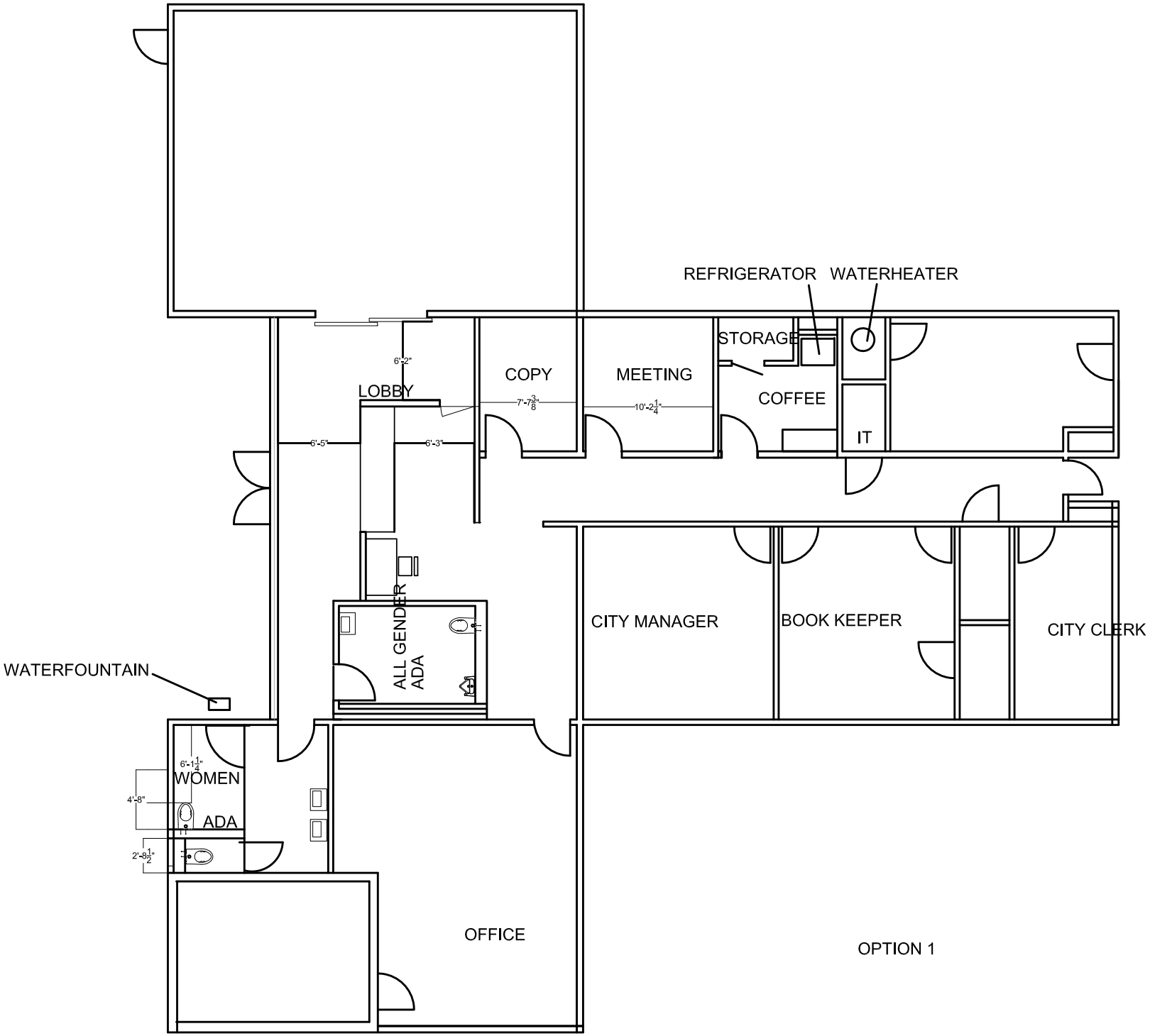
ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
9.50	**TILE**				
	Ceramic Tile, Floor	210	SF	25.00	**5,250**
	Ceramic Tile, Wainscot, 4'	404	SF	30.00	**12,120**
					-
	SUBTOTAL 9.50	**$66.81**	**SF**		**17,370**
10.10	**SPECIALTIES**				
	Toilet Accessories				
	Coat Hooks	3	EA	75.00	**230**
	Grab Bar Sets	2	EA	350.00	**700**
	Mirrors	3	EA	120.00	**360**
	Paper Towel Dispenser & Waste Combo	3	EA	750.00	**2,250**
	Seat Cover Dispensers	3	EA	75.00	**230**
	Soap Dispensers	3	EA	75.00	**230**
	Toilet Paper Dispensers	3	EA	75.00	**230**
	General Building Specialties				
	Misc. General Building Specialties (Allowance)	1	LS	500.00	**500**
					-
	SUBTOTAL 10.10	**$18.19**	**SF**		**4,730**
15.10	**PLUMBING**				
	Toilets	3	EA	2,500.00	**7,500**
	Urinals	1	EA	1,500.00	**1,500**
	Lavatories	3	EA	1,000.00	**3,000**
	Plumbing Rough-Ins	7	EA	3,500.00	**24,500**
	Sterilization & Testing	1	LS	500.00	**500**
					-
	SUBTOTAL 15.10	**$142.31**	**SF**		**37,000**
15.20	**FIRE PROTECTION**				
	Adjust Sprinkler Heads (Per SF Allowance)	260	SF	2.50	**650**
					-
	SUBTOTAL 15.20	**$2.50**	**SF**		**650**

PROJECT:	**ROLLING HILLS CITY HALL RENOVATIONS**	RHWCC JOB NO.:	**20-06**
LOCATION:	**ROLLING HILLS, CALIFORNIA**	PREPARED BY:	**RW**
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**OPTION 2 - RESTROOMS ONLY**	ESTIMATE DATE:	**05/09/20**
		ADJUSTED GSF:	**260**

REV 0

10% SCHEMATIC DESIGN COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
15.30	**HVAC**				
	Reconfigure Existing HVAC (Per SF Allowance)	260	SF	25.00	**6,500**
					-
	SUBTOTAL 15.30	**$25.00**	**SF**		**6,500**
16.10	**ELECTRICAL**				
	Reconfigure Existing Electrical (Per SF Allowance)	260	SF	35.00	**9,100**
					-
	SUBTOTAL 16.10	**$35.00**	**SF**		**9,100**


REFRIGERATOR
WATERHEATER
STORAGE
COPY
MEETING
LOBBY
COFFEE
IT
6'-2"
7'-7 3/8"
10'-2 1/4"
6'-5"
6'-3"
ALL GENDER ADA
CITY MANAGER
BOOK KEEPER
CITY CLERK
WATERFOUNTAIN
6'-1 1/4"
WOMEN
4'-8"
ADA
2'-8 1/2"
OFFICE

OPTION 1

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.A
Mtg. Date: 07/12/2021

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

FROM: **ELAINE JENG, CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **SBCCOG COMMEMORATIVE SHOVEL TO CELEBRATE THE NOVEMBER "TURN-UP" OF THE SOUTH BAY FIBER NETWORK.**

DATE: **July 12, 2021**

BACKGROUND:
The South Bay Fiber Network is a dedicated fiber-optic network developed for the use of South Bay Cities Council of Governments (SBCCOG) and its membership (a consortium of 16 South Bay cities: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates and Torrance, along with parts of Los Angeles City and County). The network provides reliable and secure access points to all designated member sites. The core network is protected via ring architecture which will automatically re-route traffic in the event of a system disruption. Bandwidth availability starts with 1 gigabit (GB) service and will scale to 2 GB, 10 GB, and higher speeds as members require. The system also has two diverse internet "hubs" or "points of presence" ("POP") interconnected to it located at world-class data centers in El Segundo and Hawthorne.

A team led by American Dark Fiber (ADF) won the competition to assemble the network from existing fiber systems owned by wholesale providers, construct new elements to close the gaps, maintain the network, and provide customer service. The ADF team includes HP Communications to manage construction and Race Communications to provide customer service.

All capital costs for the initial South Bay build were paid for the SBCCOG with Measure M subregional funds. The participating agencies paid no capital costs. The feasibility study for the project was paid for by the South Bay Workforce Investment Board, with an additional contribution from previous Los Angeles County Supervisor Mark Ridley-Thomas.

A total of 36 South Bay sites have connections to the network including all 15 South Bay cities, the Beach Cities Health District, West Basin Water District's headquarters and El Segundo water recycling facility.

DISCUSSION:

The SBCCOG is pleased to present a shovel to the City of Rolling Hills commemorating the "Turn-Up" Ceremony on November 16, 2020 for the South Bay Fiber Network. The SBCCOG asked the City to accept the shovel - a gift from HP Communications, the construction partner on the American Dark Fiber Team - as a reminder of the collaborative achievement of the South Bay cities.

FISCAL IMPACT:
None.

RECOMMENDATION:
Accept commemorate shovel and receive and file report.

ATTACHMENTS:
SBFN FAQ.pdf
SBFN Shovel Presentation Statement.pdf
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The South Bay Fiber Network (SBFN)
Frequently Asked Questions (FAQs)

What is the South Bay Fiber Network?

The South Bay Fiber Network is a dedicated fiber-optic network developed for the use of South Bay Cities Council of Governments (SBCCOG) and its membership (a consortium of 16 South Bay cities: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates and Torrance, along with parts of Los Angeles City and County). The network provides reliable and secure access points to all designated member sites. The core network is protected via ring architecture which will automatically re-route traffic in the event of a system disruption. Bandwidth availability starts with 1 gigabit (GB) service and will scale to 2 GB, 10 GB, and higher speeds as members require. The system also has two diverse internet "hubs" or "points of presence" ("POP") interconnected to it located at world-class data centers in El Segundo and Hawthorne.

Who else will benefit from the SBFN?

The new scalable network was designed to accommodate future geographic expansion and data growth. Initially, in addition to SBCCOG member city halls, the following agencies will also benefit from access: Beach Cities Health District, the South Bay Workforce Investment Board (SBWIB), LA Metro Transportation Authority, Los Angeles County Department of Public Works, West Basin Municipal Water District, the Lundquist Institute for Biomedical Innovation, located at Harbor-UCLA Medical Center in Torrance and the SBCCOG office.

Who built the network?

A team led by American Dark Fiber (ADF) won the competition to assemble the network from existing fiber systems owned by wholesale providers, construct new elements to close the gaps, maintain the network, and provide customer service.

The ADF team includes HP Communications to manage new construction and Race Communications to provide customer service.

Who paid for implementation of the network? And who pays for the operations?

All capital costs for the initial South Bay build were paid for by the SBCCOG with Measure M subregional funds. The participating agencies paid no capital costs. The feasibility study for this project was paid for by the South Bay Workforce Investment Board, with an additional contribution from Los Angeles County Supervisor Mark Ridley-Thomas.

Where does the SBFN Go?

ADF's Internet Service Provider (ISP) partner, Race Communications, distributed its internet services to the SBCCOG network participants from the points of presence references above. A map (see bottom of document) shows the general routing expected to be operational by January of 2021 for all participants. Some are already connected.

How is the Network Configured?

The primary system includes a ring-based network with lateral connections from each building interconnected to the ring.

What are the initial price points for service on the network?

ADF and its service provider (Race Communications) have created a menu of services for the SBCCOG membership and participating agencies. The services include dedicated internet connectivity and/or point-to-point "transport" service connections. The ADF-led team has developed special price points for the initial participants that start with Internet pricing of $1,000/month for 1 GB level of service, roughly half the cost of what commercial rates might be for similar service in the South Bay. Additional service levels are available (i.e., 2GB, 10GB, etc.) as needed by respective SBCCOG members and participating agencies.

ADF has also provided price-protection by including automatic price reviews as additional buildings become connected or after set periods have elapsed (i.e. every three-years). The baseline circuit costs include the costs of the underlying SBFN-ring and connections to the IP POP's (located in El Segundo and Hawthorne).

SBCCOG "SBFN" Service Pricing Schedule

Service Speed	Internet Pricing	(Data) Transport Pricing
1 GB (1000 Mbps)	**$1,000/mo.**	**$ 900/mo.**
2 GB (2000 Mbps)	**$2,000/mo.**	**$1,800/mo.**
10 GB (10,000 Mbps)	**$2,750/mo.**	**$2,475.00**
Other (i.e., 40GB, 100 GB, etc.)	**ICB**	**ICB**

G subject to core network upgrade to 100 Gb

Additionally, SBCCOG member price points will drop by 5% after the aggregate monthly revenue from a combination of internet and transport services provided to SBCCOG members exceeds $55,000. Further price reviews (for reductions) would continue periodically over time.

What benefits do the SBCCOG and its members get from the system?

Aside from incredibly low pricing of high-speed internet services, the SBFN will provide a platform for the following examples of "smart city" applications for SBCCOG:

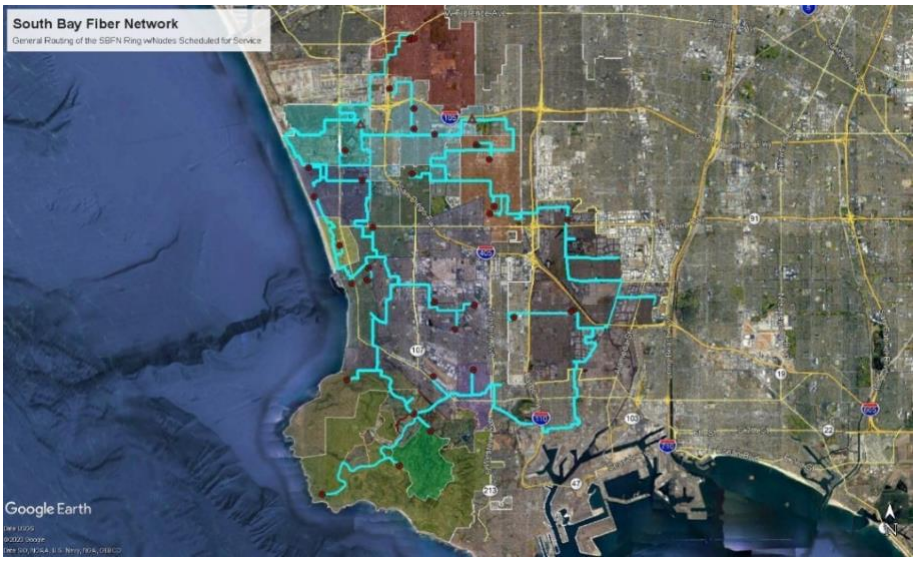
- **Work-from-Home Governments** – High speed internet will support cities' accelerated transition to telework through COVID-19 and beyond, and the evolution to "smart city halls" that can provide virtual municipal services and interactive distance learning to residents, with outcomes of reduced traffic and greenhouse gas emissions through "trips not taken." Enhanced online services will be available to their residents, such as permitting and processing applications.
- **Improved Traffic Management** – Real-time traffic information from LA County's Information Exchange Network (IEN) will be available for each participating agency. In partnership with Metro's Regional Integration of Intelligent Transportation Systems (RIITS), South Bay cities will be able to combine and share transportation data as a resource for congestion management, improved transit services, and support of transportation demand management (TDM) programs.

- **Future Autonomous Vehicle (AV) Support** – High speed and resilient broadband capacity will be necessary for vehicle-to-network and vehicle-to-vehicle communications for a safe and reliable AV transportation system.
- **Telehealth and Telemedicine Opportunities** – Applications include remote diagnostics, video appointments, transmission of large files, such as MRIs, scans, etc., initially to be utilized by Beach Cities Health District and Lundquist Institute for Biomedical Innovation, with possible future expansion to other health care providers.

Additionally, low-cost broadband capacity will also allow participating agencies to:

- Create resiliency for IT services (i.e. emergency preparedness and data back-up)
- Efficiently use cloud-based software applications for day-to-day business
- Provide necessary IT capacity for future video and audio-based municipal software applications
- Provide for shared municipal software platforms with other public agencies
    - Online permitting or applications with Los Angeles County
    - Sub-regional geographic information system (GIS) tools with other cities and the SBCCOG
    - Regional transportation and planning tools with Metro and LA County
- Provide free municipal WIFI in public spaces, parks and buildings
- Provide infrastructure that may be developed for commercial and residential use

Having high-speed broadband available throughout the SBCCOG-region is an economic driver. ADF and its team are coordinating with the SBCCOG and its membership to actively leverage the network for maximum economic development purposes (providing advanced high-speed services at low-cost/wholesale rates) throughout the region.



South Bay Fiber Network ring connecting South Bay cities: from Inglewood (north), coastal cities (west), Palos Verdes Peninsula (south) to Carson (east)

###

SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

2355 Crenshaw Blvd., #125
Torrance, CA 90501
(310) 371-7222
sbccog@southbaycities.org
www.southbaycities.org

Shovel Presentation Statement to your City Council (From the South Bay Cities Council of Governments – Jacki Bacharach, Executive Director and the Board of Directors)

The South Bay Cities Council of Governments is pleased to present this shovel to the City of El Segundo commemorating the "Turn-Up" Ceremony on November 16, 2020 for the South Bay Fiber Network. This collaborative project is providing 21st Century bandwidth and cost savings to your city hall every day. Please accept this shovel – a gift from HP Communications, the construction partner on the American Dark Fiber Team – as a reminder of what we have all accomplished together.

South Bay Fiber Network (SBFN) Highlights – June 2021

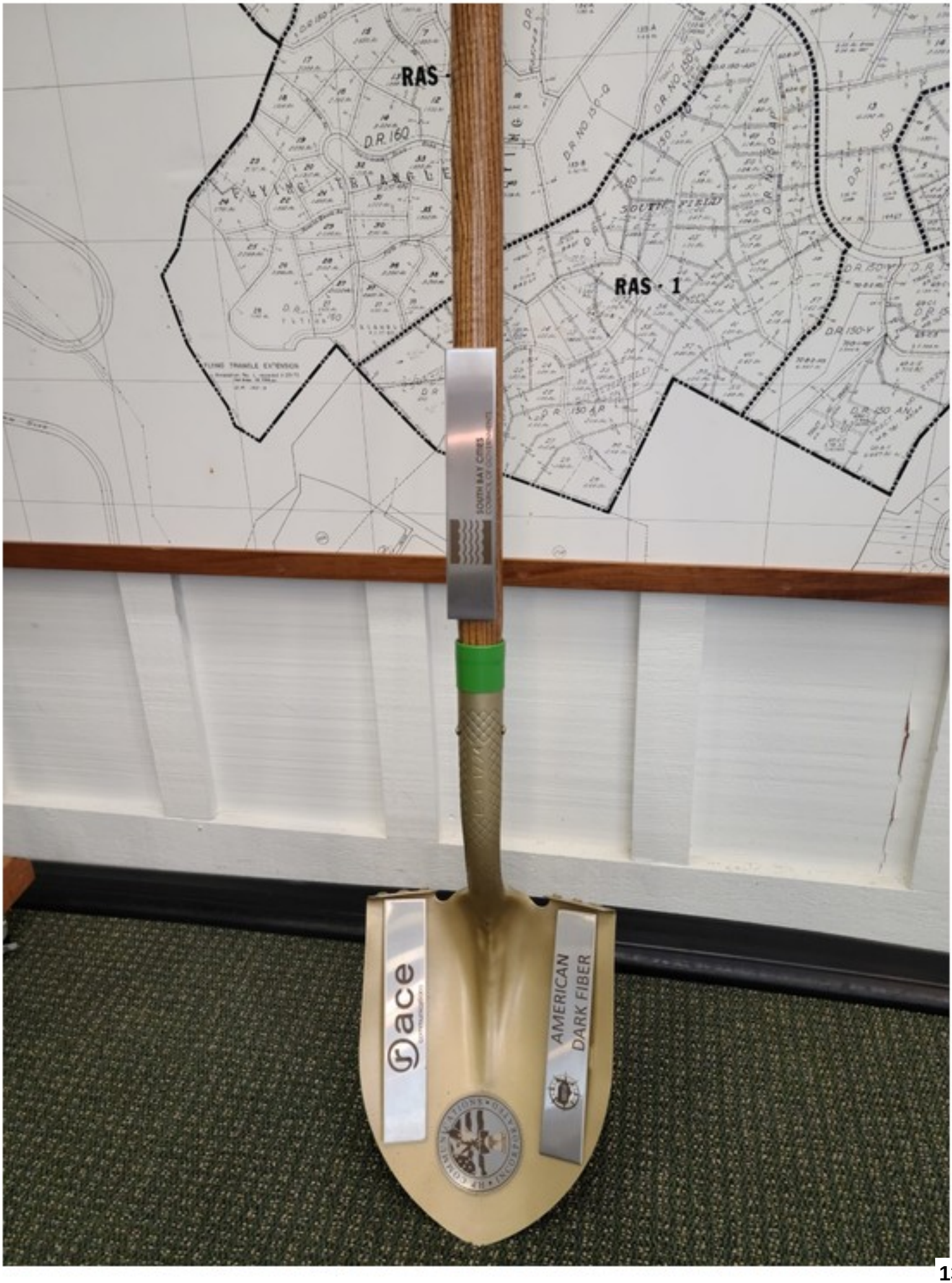
- Work has continued, unabated during the time of COVID-19 restrictions to complete the South Bay Fiber Network.
- The "Core Middle Mile Ring" completed and operational in August, 2020
- A total of 36 South Bay sites now have lateral connections to the Network.
- Lateral connections include:
    - All 15 South Bay Cities' at designated buildings
    - Beach Cities Health District (2 sites)
    - West Basin Water District's headquarters and El Segundo water recycling facility
    - 7 South Bay Workforce Investment Board facilities for training and services

Looking Ahead:

- Leveraging the Measure M construction funds, the South Bay Cities Council of Governments continues to solicit additional public and non-governmental organization sites for participation in the new Network.
- Over the course of the summer and into the Fall we can expect the following sites to be connected to the SBFN:
    - Regional Communications Center, located in Hawthorne
    - The Lundquist Biomedical Institute
    - 2 sites in Lomita
    - Possibly, San Pedro City Hall, part of the City of Los Angeles' Council District 15 service territory

Applications Development:

- Since the "turn-up" of the Network, cities have fast started using their new circuits for applications that include:
    - Community-based WIFI at public parks
    - Resiliency/Off-site data storage
    - Support for remote work (VPNs)
    - Support for video feeds for virtual Council meetings
    - Virtual training and education


RAS - 2
RAS - 1
D.R. 160
SOUTH FIELD
D.R. 150-V
D.R. 150 AP
SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS
race
AMERICAN
DARK FIBER

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.B
Mtg. Date: 07/12/2021

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

FROM: **ASHFORD BALL, SENIOR MANAGEMENT ANALYST**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **RECEIVE AND FILE UPDATED ADMINISTRATIVE REGULATIONS FOR CITY RESPONSE IN THE WORKPLACE TO COVID-19.**

DATE: **July 12, 2021**

BACKGROUND:
In response to the COVID-19 pandemic, City Hall was closed to the public in mid March 2020. On May 18, 2020, City Hall was reopened to the public. Prior to reopening, the City Manager worked with the City Attorney to develop Administrative Regulations for City Hall operations. The Administrative Regulations were presented to the City Council at the July 13, 2020 City Council meeting.

Since then, the environment has changed. The Los Angels County Department of Public Health issued numerous Health Officer Orders (HOO), changing restrictions to meet the pandemic climate. Additionally, the California Occupational Safety and Health Administration (OSHA) COVID-19 Prevention Emergency Temporary Standards (ETS), which were originally issued in November 2020, were revised and approved after vote by the Occupational Safety and Health Standards Board. The revision took effect on June 17, 2021 through an executive order signed by Governor Gavin Newsom. The revised ETS reflect California's latest COVID-19 public health guidance and require employers to develop and maintain a written COVID-19 Prevention Program to address the revised standards codified in the California Code of Regulations, Title 8, section 3205(c).

DISCUSSION:
The City must adopt and maintain a written COVID-19 Prevention Program in compliance with recently revised Cal/OSHA Emergency Temporary Standards and as set forth in the California Code of Regulations, Title 8, section 3205(c). To meet this requirement, the City Attorney drafted the City's COVID-19 Prevention Program. The City Attorney advised that the Administrative Regulations for City Response in the Workplace to COVID-19, revision July 7, 2020, should be replaced in its entirety with the proposed COVID-19 Prevention Program.

FISCAL IMPACT:
The preparation of the admin regulations in response to COVID-19 is included in the adopted budget

for Fiscal Year 2021-2022.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
COVID-19PreventionProgram-July2021-REVISED.pdf
Original AdminPolicyCityResponseWorkplaceToCOVID-19.pdf

COVID-19 Prevention Program (CPP)
for the City of Rolling Hills

In accordance with the Cal/OSHA COVID-19 Prevention emergency temporary standards readopted by the Occupational Safety and Health Standards Board on June 17, 2021, the following are the current protocols which are being followed by the City and designed to control exposure to the SARS-CoV-2 virus (COVID-19) that may occur in our workplace. The below protocols reflect California's latest COVID-19 public health guidance. Any questions or concerns regarding these protocols should be directed to the City Manager or, in her absence, to the City Attorney.

Date: **[Type date of last review]**

Authority and Responsibility

The City Manager has overall authority and responsibility for implementing the provisions of this CPP. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe work environment to reduce transmission among City officials, employees, agents, and visitors.

Identification and Evaluation of COVID-19 Hazards

We implement the following in our workplace:

- Conduct workplace-specific inspections on a periodic basis as needed to identify and evaluate COVID-19 hazards.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Develop COVID-19 policies and procedures to respond effectively and immediately to individuals at the workplace who are a COVID-19 case to prevent or reduce the risk of transmission in the workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/ OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections as needed to identify and evaluate unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Employee participation

Employees are encouraged to participate in the identification and evaluation of COVID-19 hazards by discussing COVID-19-related concerns with their supervisors or addressing any concerns with the City Manager.

Employee screening

We screen our employees and respond to those with COVID-19 symptoms by requiring employees to take their temperature with a thermometer every day before arriving to City Hall and to report temperatures at or above 100.4 directly to the City Manager. The City Manager will also require employees to undergo a temperature check upon arrival to City Hall but before entrance to City Hall. Employees who are sick and have symptoms of COVID-19 (i.e. fever, cough, and/or shortness of breath) or have been diagnosed with COVID-19 are not to report to work and are to contact the City Manager. Employees who develop any COVID-19-related symptoms while at work will be sent home immediately and will consult with the City Manager about their return to work.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices, or procedures will be corrected in a timely manner based on the severity of the hazards.

The City has instituted the policies and procedures contained herein to limit and prevent COVID-19 hazards. The City will conduct hazard assessments in the workplace, and correct hazards in a timely manner when it learns of deficiencies through spot checks, complaints, referrals, or reports of positive COVID-19 case reports.

Control of COVID-19 Hazards

Face Coverings

For employees who are not fully vaccinated, we provide clean, undamaged face coverings and ensure they are properly worn over the nose and mouth by employees when they are indoors or in vehicles, and where required by orders from the California Department of Public Health (CDPH).

Employees who are not vaccinated and therefore required to wear face coverings in our workplace may remove them under the following conditions:

- When an employee is alone in a room or a vehicle.
- While eating or drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible.
- Employees are required to wear respirators in accordance with CCR Title 8 Section 5144 or other safety orders.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Such employees will wear an effective, non-restrictive alternative, such as a face

shield with a drape on the bottom, if their condition permits it.

- Specific tasks that cannot feasibly be performed with a face covering. This exception is limited to the time in which such tasks are being performed.

Any employee not wearing a required face covering or allowed non-restrictive alternative, will be at least six feet apart from all other persons unless the unmasked employee is either fully vaccinated or tested at least weekly for COVID-19.

The City will not prevent any employee from wearing a face covering when it is not required unless it would create a safety hazard, such as interfering with the safe operation of equipment.

Face coverings will also be provided to any employee that requests one, regardless of their vaccination status.

Engineering controls

For indoor locations, we identify and evaluate how to maximize, to the extent feasible, ventilation with outdoor air using the highest filtration efficiency compatible with our existing ventilation system, and whether the use of portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems, would reduce the risk of transmission.

Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, phones, headsets, bathroom surfaces, and steering wheels:

- Cleaning and disinfecting frequently touched surfaces on a daily basis.
- Ensuring adequate supplies and adequate time for it to be done properly.

Cleaning of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period, and disinfection if the area, material, or equipment is indoors and will be used by another employee will be done within 24 hours of the COVID-19 case.

Cleaning and disinfecting will be done in a manner that will not create a hazard to City employees.

Hand sanitizing

To implement effective hand sanitizing procedures, we:

- Evaluate handwashing facilities.
- Encourage and allow time for employee handwashing.
- Provide employees with an effective hand sanitizer, and prohibit the use of hand sanitizers that contain methanol (i.e. methyl alcohol).
- Encourage employees to wash their hands often with soap and water for at least 20 seconds, and to use hand sanitizer with at least 60% alcohol if soap and water are not

available.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8 Section 3380, and provide and ensure use of such PPE as needed.

Upon request, we provide respirators for voluntary use to all employees who are not fully vaccinated and who are working indoors or in vehicles with more than one person in compliance with CCP Title 8 Section 5144(c)(2). Whenever we make respirators for voluntary use available, we will encourage their use and will ensure that employees are provided with a respirator of the correct size.

We provide and ensure use of respirators in compliance with Section 5144 when deemed necessary by Cal/OSHA.

We also provide and ensure use of eye protection and respiratory protection in accordance with Section 5144 when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

Testing of symptomatic employees

We make COVID-19 testing available at no cost to employees with COVID-19 symptoms who are not fully vaccinated, during employees' paid time.

Investigating and Responding to COVID-19 Cases

We have developed effective procedures to investigate COVID-19 cases that include seeking information from our employees regarding COVID-19 cases, close contacts, test results, and onset of symptoms.

We also ensure the following is implemented:

- Employees that had a close contact are offered COVID-19 testing at no cost during their working hours, excluding:
    - Employees who were fully vaccinated before the close contact and do not have symptoms.
    - COVID-19 cases who were allowed to return to work per our return-to-work criteria and have remained free of symptoms for 90 days after the initial onset of symptoms, or for cases who never developed symptoms, for 90 days after the first positive test.
    - The information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to employees.
    - Written notice within 1 day of your knowledge of a COVID-19 case that people at the worksite may have been exposed to COVID-19. This notice will be provided to all employees (and their authorized representatives) and other persons who were at the worksite during the high-risk exposure period.

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- That employees can report symptoms, possible close contacts, and hazards without fear of reprisal.
- Our procedures or policies for how employees with medical or other conditions that put them at increased risk of severe COVID-19 illness can request accommodations.
- Access to COVID-19 testing when testing is required.
- The COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

Training and Instruction

We provide effective employee training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards, and how to participate in the identification and evaluation of COVID-19 hazards.
- Information regarding COVID-19-related benefits (including mandated sick and vaccination leave) to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
    - COVID-19 is an infectious disease that can be spread through the air.
    - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
    - An infectious person may have no symptoms.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 and are most effective when used in combination.
- The right of employees that are not fully vaccinated to request a respirator for voluntary use, without fear of retaliation, and our policies for providing the respirators. Employees voluntarily using respirators will be trained according to Section 5144(c)(2) requirements:
    - How to properly wear them.
    - How to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and the fact that facial hair can interfere with a seal.
- The importance of frequent hand washing with soap and water for at least 20 seconds

and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment. Since COVID-19 is an airborne disease, N95s and more protective respirators protect the users from airborne disease, while face coverings primarily protect people around the user.
- The conditions where face coverings must be worn at the workplace.
    - That face coverings are additionally recommended outdoors for people who are not fully vaccinated if six feet of distance cannot be maintained.
    - Employees can request face coverings and can wear them at work regardless of vaccination status and without fear of retaliation.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.
- Information on our COVID-19 policies and how to access COVID-19 testing and vaccination, and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.

Exclusion of COVID-19 Cases and Employees who had a Close Contact

Where we have a COVID-19 case or close contact in our workplace, we limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees that had a close contact from the workplace until our return-to-work criteria have been met, with the following exceptions:
    - Employees who were fully vaccinated before the close contact and who do not develop COVID-19 symptoms.
    - COVID-19 cases who returned to work per our return-to-work criteria and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms, or for COVID-19 cases who never developed COVID-19 symptoms, for 90 days after the first positive test.
- For employees excluded from work, continuing, and maintaining employees' earnings, wages, seniority, and all other employees' rights and benefits. This information can be obtained from Human Resources.
- Providing employees at the time of exclusion with information on available benefits.

Reporting, Recordkeeping, and Access

It is the City's policy to:

- Report information about COVID-19 cases and outbreaks at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.

- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with Section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, and to representatives of Cal/OSHA immediately upon request.

Return-to-Work Criteria

- COVID-19 cases **with symptoms** will not return to work until all the following have occurred:
    - At least 24 hours have passed since a fever of 100.4 °F or higher has resolved without the use of fever-reducing medications, and
    - COVID-19 symptoms have improved, and
    - At least 10 days have passed since COVID-19 symptoms first appeared.
- COVID-19 cases who tested positive but never developed symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
- A negative COVID-19 test will not be required for an employee to return to work once the requirements for “cases with symptoms” or “cases who tested positive but never developed symptoms” (above) have been met.
- Persons who had a close contact may return to work as follows:
    - Close contact but never developed symptoms: when 10 days have passed since the last known close contact.
    - Close contact with symptoms: when the “cases with symptoms” criteria (above) have been met, unless the following are true:
        - The person tested negative for COVID-19 using a polymerase chain reaction (PCR) COVID-19 test with specimen taken after the onset of symptoms; and
        - At least 10 days have passed since the last known close contact, and
        - The person has been symptom-free for at least 24 hours, without using fever-reducing medications.
- If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted.

Additional City Actions to Reduce Transmission Among City Officials, Employees, Agents, and Visitors

In addition to the protocols above, the City will:

- Comply with all state and local health orders.
- Actively encourage sick persons to stay home.

- Station all desks or individual workstations at least 6 feet apart.
- Provide hand sanitizer, disinfectant wipes, disposable gloves, and disposable face masks. Hand sanitizer or disinfectant wipes shall be available at or near the entrances of City Hall, at the counter of City Hall, and anywhere else inside City Hall or directly outside where people have direct interactions.
- Provide time for employees to implement cleaning practices during their workdays.
- Place a bin at the front door of City Hall for mail and deliveries.
- Post instructions for access to City Hall in the City's newsletter, and at the entrances to City Hall, including the need to do all of the following:
    - Wear face masks if unvaccinated.
    - Inform the City Manager or City staff in advance of entering City Hall if a person is experiencing symptoms of COVID-19.
- Implement the following food measures:
    - No sharing of food.
    - Require employees to clean and disinfect microwave and refrigerator handle before and after use.
- Enforce these regulations.

[Type Title of owner or top management representative formally approving the program and have them sign and date]

_____	_____	_____
Print Name	Sign Name	Date

CITY OF ROLLING HILLS

Administrative Regulations for City Response in the Workplace to COVID-19

In accordance with guidance from the Centers for Disease Control and Prevention ("CDC") and the current State and Local Orders, the following are the current protocols which are being followed by the City for all employees, but are subject to change based on the essential nature of the services provided by the City and the rapidly changing state of the pandemic. Any questions or concerns regarding these protocols should be directed to the City Manager or, in her absence, to the City Attorney.

Sick and/or Exposed Employees

- Employees will take their temperature with a thermometer every day before arriving to City Hall and should report temperatures at or above 100.0 directly to the City Manager. City Manager will also require employees to undergo a temperature check upon arrival to City Hall but before entrance to City Hall. (Do NOT retain the temperature record. THIS IS NOT A PERMANENT RECORD.)

- Employees who are sick, have symptoms of COVID-19 (i.e. fever, cough, or shortness of breath) or have been diagnosed with COVID-19 should not report to work, should report in "sick" in accordance with applicable procedures, and should contact the City Manager. Such employees should also consult with their healthcare providers. Such employees are encouraged to access COVID-19 testing through their healthcare providers or alternatively through Los Angeles County.[1]

- Employees who are diagnosed with COVID-19 and who have reported to work within the 14-day period immediately preceding the diagnosis are expected to advise the City Manager of the diagnosis, so that the City can take appropriate precautions in the workplace.

- Employees who appear to have symptoms (i.e., fever, cough, or shortness of breath) upon arrival at work or who become sick during the day should immediately be separated from other employees, officials, and visitors and then be sent home. The City Manager should be contacted immediately for evaluation of additional steps. Such employees should also consult with their healthcare providers. Such employees are encouraged to access COVID-19 testing through their healthcare providers or alternatively through Los Angeles County.[2]

- Any employees with COVID-19 symptoms should follow the advice of their medical providers and CDC-recommended steps. Such employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and state and local

[1] https://covid19.lacounty.gov/testing/
[2] *Id*.

health departments. Currently the recommendation is to remain out of the workplace for 72 hours after reaching "fever free" status without the use of medication and improvement in respiratory symptoms **and** at least 7 days after symptoms first appeared. Employees should consult with their providers and the City Manager about their return to work.

- Employees who do not have symptoms of COVID-19, but who have been in contact with a household member with a presumed or confirmed case of COVID-19 should notify the City Manager, consult with their medical provider, and follow CDC recommended precautions.[3]

- If an employee who has been in the workplace is confirmed to have COVID-19 or is medically directed to self-isolate, the City will inform employees known to have had close contact with that employee of their possible exposure to COVID-19 in the workplace but will maintain confidentiality of the employee's identity to the extent possible, as required by law. The employees who were possibly exposed should then self-monitor for symptoms (i.e., fever, cough, or shortness of breath) and follow the steps above. Those employees can continue to report to work as long as they remain asymptomatic, unless otherwise determined by the City Manager.

- If an employee has symptoms of COVID-19 and has been in the workplace, but is not confirmed to have COVID-19, the City may inform employees of a possible exposure (again maintaining confidentiality to the extent possible). Information will be evaluated by the City Manager, consulting with the latest guidance from the CDC and local and state health officials.[4]

- Employees who have been in close contact with someone outside of the workplace that has a confirmed diagnosis of COVID-19 or is showing symptoms of COVID-19, should consult with their medical provider and contact the City Manager for further evaluation of next steps, which may involve having the employee telecommute or remain at home. "Close contact" is defined by the CDC as being within approximately 6 feet of a person with COVID-19 for a prolonged period of time; close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room.

- Employees must contact the City Manager **immediately** upon report of any of the above circumstances, so that appropriate actions can be taken.

How Employees Can Reduce the Spread of COVID-19

- Stay home if you are sick, except to get medical care.

- Inform the City Manager if you are sick or if you have a sick household member at home with a diagnosis of COVID-19 or symptoms of COVID-19, including under the care of a healthcare provider seeking a diagnosis or under medical direction to home isolate.

- Persons with serious chronic medical conditions are at higher risk for complications and are advised to take precautions to avoid exposure to COVID-19.

---

[3] https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html

[4] *Id.*; http://publichealth.lacounty.gov/acd/ncorona2019/covidquarantine/; https://covid19.ca.gov/industry-guidance/

- Wash your hands often with soap and water for at least 20 seconds. Use hand sanitizer with at least 60% alcohol if soap and water are not available.

- Avoid touching your eyes, nose, and mouth with unwashed hands.

- Wear a face mask while present in City Hall. Cover your mouth and nose with a tissue (or face mask) when you cough or sneeze. Throw used tissues in the trash and immediately wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer containing at least 60% alcohol. Learn more about coughing and sneezing etiquette on the CDC website.

- Clean AND disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA's criteria for use against SARS-CoV-2, the cause of COVID-19, and are appropriate for the surface. Visit https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-againstsars-cov-2 to find the current list of products that meet EPA's criteria.

- Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.

- Practice social distancing by avoiding large gatherings and maintaining distance (approximately 6 feet) from others.

- Abide by all federal, state, and local government health orders.

City Actions To Reduce Transmission Among City Officials, Employees, Agents, and Visitors

- Comply with Appendix A (Protocol for Social Distancing) of Los Angeles County's June 11, 2020 Health Order. A copy of Appendix A shall be distributed to all employees and posted at all public entrances, and is attached to these regulations as Exhibit A.

- Comply with Appendix D (Protocol for Office Worksites) of Los Angeles County's June 11, 2020 Health Order, where applicable. A copy of Appendix D shall be distributed to all employees and posted at all public entrances, and is attached to these regulations as Exhibit B.

- Comply with the Los Angeles County Department of Public Health's Cleaning & Disinfection Matrix which is attached to these regulations as Exhibit C.

- Actively encourage sick persons to stay home.

- Station all desks or individual workstations at least 6 feet apart.

- Place bin at desk of each employee for internal City drop offs of work projects.

- Provide hand sanitizer, disinfectant wipes, disposable gloves, and disposable face masks. Hand sanitizer or disinfectant wipes shall be available at or near the entrances of City Hall, at the

counter of City Hall, and anywhere else inside City Hall or directly outside where people have direct interactions.

- Provide time for employees to implement cleaning practices during their workdays.
- Place bin at front doors of City Hall for mail and deliveries.
- Leave open, as appropriate to conduct City business, the doors to the City Council Chambers, the door to the public counter, and the doors between offices to reduce communal touching of doors.
- Mark one-way path of travel in City Hall with tape to guide persons in City Hall to maintain social distancing (minimum 6 feet).
- In the City Council Chambers, mark the floor with tape for chair placement 6 feet apart.
- Allow one visitor at the public counter in City Hall at one time.
- Post instructions for access to City Hall on the City's website, in the City's newsletter, and at the entrances to City Hall, including the need to do all of the following:
    - Practice social distancing (minimum 6 feet).
    - Wear face masks while in City Hall.
    - Secure an appointment in advance to visit City Hall.
    - Inform the City Manager or City staff in advance of entering City Hall if a person is experiencing symptoms of COVID-19.
- Increase cleaning and disinfection intervals.
- Implement the following food measures:
    - No sharing of food.
    - Discontinue communal coffee, water, snacks, utensils, cups, plates, bowls, etc.
    - Require employees to bring personal food in a labeled bag or Tupperware.
    - Require employees to eat in their office and keep utensils, cups, plates, bowls, etc. in their office for their personal use only.
    - Require employees to clean and disinfect microwave and refrigerator handle before and after use.
- Require teleconference for any meetings where proper social distancing cannot be accommodated.

- Enforce these regulations.

Resources for more information

https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html
https://www.cdc.gov/coronavirus/2019-ncov/index.html
https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html

Created on May 15, 2020
Revised on July 7, 2020.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.C
Mtg. Date: 07/12/2021

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

FROM: **ELAINE JENG, CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **DEMONSTRATION OF RESIDENT PORTAL: EMERGENCY INFORMATION SYSTEM AND TRADING POST.**

DATE: **July 12, 2021**

BACKGROUND:
At the City Council Strategic Planning Workshop in January 2020, the Council expressed the need to collect contact information for the entire community. To notify residents of emergency events, or evacuation orders, this information is critical. The City has been relying on the community to volunteer their contact information by signing up for e-notify on the City's website and most recently on Alert Southbay. Data showed that to date, only 150 residents have signed up for e-notify. The Block Captains from the past have collected and assembled a robust database of residents but after 10 years, and without ongoing maintenance, the dataset is outdated. Further, the data was collected on paper and need to be converted to an electronic format to import into e-notify and Alert Southbay.

DISCUSSION:
In January 2021, the City Council engaged the services of Jimenez Consulting Solutions LLC (Jimenez) as the City's technology consultant to create a database that can be easily maintained by the Block Captains and can export data effortlessly to the e-notify and Alert Southbay platforms. Jimenez Consulting utilized the no-code, low code approach instead of having to write a costly customized software for Rolling Hills. Naming the database as the Emergency Information System (EIS), the beta product is available on the City's website. Before rolling out a campaign to have residents enter data into the EIS, the beta product will be demonstrated at the July 12, 2021 City Council meeting.

The EIS is intended to be maintained by residents and the Block Captains. Block Captains will encourage the residents within their zones to provide contact information and annually would check in with residents for updates. The system allows residents to access their profile for updates. The system allows for Block Captains to assist residents within their zone to update profiles if necessary. The City is the administrator of the overall system and has full privileges to the system.

At the City Council Strategic Planning Workshop, Mayor Pro Tem Jim Black expressed the desire to allow residents to post classified ads in the City's Blue Newsletter. Ads in the Blue Newsletter would require a dedicated staff to manage posting, as the Blue Newsletter is a paper publication. Instead of

using the Blue Newsletter, in response to Mayor Pro Tem Black's request, Jimenez provided a TRADING POST on the City's website where residents are allowed to post items to give or to trade. The TRADING POST would only be available to residents and would use the login for the EIS. Residents can add photos, item description, contact information, and pricing, if appropriate for the trade. The City is the administrator of the TRADING POST and has full privileges. The TRADING POST feature will also be demonstrated at the July 12, 2021 City Council meeting.

FISCAL IMPACT:
The cost of the EIS and TRADING POST project was included in the FY 2020-2021 adopted budget. The City will need technical support for system maintenance for the EIS and TRADING POST. Staff is soliciting a proposal from Jimenez for on-going system maintenance.

RECOMMENDATION:
Receive and file the project demonstration, and direct staff to deploy the Emergency Information System and Trading Post.

ATTACHMENTS:
ResidentPortal_Login_ScreenShot.pdf
Emergency Information System_Screen_Shot.pdf
TradingPostScreenShot.pdf

Resident Portal

Email Address

Password

Don't have an account? Click here to register.

Forgot your password? Click here to reset.



CITY COUNCIL



LIVE STREAM OF PUBLIC MEETINGS



PUBLIC SERVICE REQUEST



ARCHIVE AGENDAS



MAYOR'S CORNER

ADDRESS :
2 Portuguese Bend Road Rolling Hills, CA 90274

PHONE NUMBER :
+ (310)-377-1521

OFFICE HOURS :
7:30 am - 5:00 pm Mon-Fri

Name

Email address

Phone

Message*

I'm not a robot

reCAPTCHA
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Emergency Information System

Emergency Information System Trading Post Change Password Logout

2 Portuguese Bend Road

Household Information

Household Type Owner Occupied

Number of Adults in Household 2

Number of Children in Household 0

Languages Spoken in Household Other Than English

- ☐ Acholi
- ☐ Afrikaans
- ☐ Akan
- ☐ Albanian
- ☐ Amharic
- ☐ Arabic
- ☐ Ashante
- ☐ Asl
- ☐ Assyrian
- ☐ Azerbaijani

Special Needs

☑ Does anyone in the house have any special needs or require assistance during an emergency?

Special Needs Description

- ☑ Physical disability
- ☐ Cannot call or signal for help
- ☐ Does not speak English
- ☐ Other (Describe)

Emergency Equipment

Auxiliary Pump

☐ Do you have an auxiliary pump to deploy pool water for extinguishing a fire?

Ham Radio Equipment

- ☐ Base Station
- ☐ Handheld / Portable

Horses / Large Animals

Number of horses or large animals requiring transport by trailer:

Property Information

Property information may be prefilled by the city or a previous resident. Please update this information as necessary.

Pool or Spa

- ☑ Pool
- ☐ Spa

Pool Marker ☐ Is your property sign marked to indicate that you have a pool?

Property Access Issues

Resident Information

Please ensure we have up to date information about each **adult** member of your household. Review and update resident information by clicking the **Edit** link below.

Name	Primary Phone	Email	Last Updated	
Jeff Whitfill		jeff@whitfill.com	7/8/2021	Edit
Captain Crunch	555-123-4567	captain@crunch.com	6/15/2021	Edit
Chandler Bing	555-555-1234	chandler@bing.com	6/16/2021	Edit
Monica Geller		mon@geller.com	6/16/2021	Edit
Captain Jack		captain@jack.com	6/15/2021	Edit
Ashford Ball		aball@cityofrh.net	6/29/2021	Edit
Bob Barker		bob@barker.com	7/8/2021	Edit

Records 1-7 of 7

Block Captains

Your block captain is responsible for coordinating residents in the event of an emergency situation and acts as your liaison to the city. Some zones may have multiple block captains.

Currently there are no block captains assigned to your area. If you are interested in volunteering as a block captain, please contact the city at (310)-377-1521.



CITY COUNCIL



LIVE STREAM OF PUBLIC MEETINGS



PUBLIC SERVICE REQUEST



ARCHIVE AGENDAS



MAYOR'S CORNER

ADDRESS :
2 Portuguese Bend Road Rolling Hills, CA 90274

PHONE NUMBER :
+ (310)-377-1521

OFFICE HOURS :
7:30 am - 5:00 pm Mon-Fri

Name

Email address

Phone

Message*

I'm not a robot

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Trading Post - Ad Listing

Trading Post Ad Listing

Search Listings SEARCH CLEAR FILTER

Antiques	Appliances	Automotive	Bicycles
Clothes	Computers	Crafts	Electronics
Furniture	Jewelry	Real Estate	Sporting Goods
Tools	Toys		

Ads

Sort by



Bed Set $500.00

Category: Furniture
Posted: 7/8/2021



Brand New TV $1,800.00

Category: Electronics
Posted: 7/8/2021



Macbook Air for Sale $430.00

Category: Computers
Posted: 7/8/2021



Test Ad 1 $200.00

Category: Appliances
Posted: 7/8/2021



Old Desk - Very Beautiful $540.00

Category: Antiques
Posted: 7/8/2021



50" Flat Screen TV $367.00

Category: Electronics
Posted: 7/8/2021



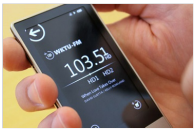
2008 Toyota Tacoma $9,743.00

Category: Automotive
Posted: 7/8/2021



Buy my iPhone!! Perfect Condition. **$299.00**

Category: Electronics
Posted: 7/8/2021



Zune for Sale **$25.00**

Category: Electronics
Posted: 7/8/2021



Costume Jewelry for Sale **$76.00**

Category: Jewelry
Posted: 7/8/2021



Milwaukee Drill Set For Sale **$233.00**

Category: Tools
Posted: 7/8/2021



2011 Specialized Hardrock Mountain Bike **$300.00**

Category: Bicycles
Posted: 7/8/2021



Schwinn Voyageur IG3 Bike **$185.00**

Category: Bicycles
Posted: 7/8/2021



Set of Titleist 714 AP2 Golf Clubs **$785.00**

Category: Sporting Goods
Posted: 7/8/2021



Vintage Omega Watch **$281.00**

Category: Jewelry
Posted: 7/8/2021



Set of Silver Bangles **$120.00**

Category: Jewelry
Posted: 7/8/2021



Buy My iPhone 5 - Comes with Pink Case! **$180.00**

Category: Electronics
Posted: 7/8/2021



Antique Parlor Table **$470.00**

Category: Antiques
Posted: 7/8/2021



Dumbell Set **$234.00**

Category: Sporting Goods
Posted: 7/8/2021



Dewalt Saw **$50.00**

Category: Tools

Posted: 7/8/2021

1 2

Records 1-20 of 27

CITY COUNCIL

LIVE STREAM OF PUBLIC MEETINGS

PUBLIC SERVICE REQUEST

ARCHIVE AGENDAS

ADDRESS :
2 Portuguese Bend Road Rolling Hills, CA 90274

PHONE NUMBER :
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OFFICE HOURS :
7:30 am - 5:00 pm Mon-Fri

Name

Email address

Phone

Message*

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City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.D
Mtg. Date: 07/12/2021

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

FROM: **ASHFORD BALL, SENIOR MANAGEMENT ANALYST**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **REPORT ON JUNE 30, 2021 FIRE FUEL COMMITTEE MEETING.**

DATE: **July 12, 2021**

BACKGROUND:
The Fire Fuel Committee met on Wednesday, June 30, 2021 at 6:30pm. Five members of the public attended the meeting. The Committee met for approximately two hours and 30 minutes and discussed the following:

- The Committee agreed to use the list priority canyons provided by the Los Angeles County Fire Department for project locations.
- The Committee revisited the proposed recommendation to have the City fund one fire fuel abatement project per year and decided to move forward with the recommendation at the July 12, 2021 City Council meeting.
- The Committee could not agree on a canyon (from the Fire Department's priority list) to recommend to the City Council for the city funded project.
- The Committee talked about residents' accountability for fire fuel abatement in the canyons.
- The Committee discussed the City Council comments at the June 14, 2021 meeting.
- The Committee discussed additional chipping events and highlighted the importance of educating residents about the chipping events, the clean up events, the communal bins, and that residents can receive one 40 cubic-yard green waste bin per year without additional charge from Republic Services.
- The Committee considered another long term proposal outlined by Councilmember Mirsch but decided to hold off on making the recommendation to the City Council at the July 12, 2021 meeting.

DISCUSSION:
In summary, at the June 30, 2021 Fire Fuel Committee meeting, the Committee agreed on the following:

1. The Committee to recommend to the City Council to have the City fund one project per year to abate fire fuel in the canyons.
2. The Committee agreed to discuss the project locations (from the Fire Department's canyon priority list) with the City Council.

3. The Committee to recommend the City to fund another educational video similar to "Hardening the Home" videos, focusing on reducing fire fuel load beyond 200 feet from structure.

Mayor Pro Tem Jim Black asked for the Fire Department to provide their reasonings for prioritizing Klondike Canyon over Johns Canyon or Willow Canyon.

FISCAL IMPACT:
Rolling Hills Community Association (RHCA) reported that their one chipping event per year costs approximately $12,000. Staff sent a letter requesting the RHCA fund another chipping event for the year and the cost would be burdened by the RHCA. The cost to fund one project per year to abate fire fuel in the canyons will depend on the area selected for the project. The City Council can set a cap on the project amount per year. The cost to conduct nuisance proceedings for properties that have not performed fire fuel abatement work would be included the operational cost. The cost for additional education videos can vary between $10,000 and $25,000 depending on the scope of work.

RECOMMENDATION:
Approve the Committee's recommendations and receive and file report.

ATTACHMENTS:
6.30.2021 Fire Fuel Committee Agenda Packet 06.30.2021.pdf
Rolling_Hills_SOW_2_16_21_v2.pdf
PriorityCanyonsIdentifiedByFireDepartment2021.pdf
City of_RH_CANYONS Google Maps.pdf
Priority Canyon Identified by FD Corrected.pdf

City of Rolling Hills INCORPORATED JANUARY 24, 1957

2 Portuguese Bend Road
Rolling Hills, CA 90274

AGENDA
Special Fire Fuel Management Committtee Meeting

FIRE FUEL MANAGEMENT COMMITTEE
Wednesday, June 30, 2021

CITY OF ROLLING HILLS
6:30 PM

Executive Order

This meeting is held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020. All Committee members will participate by teleconference.

Public Participation: City Hall will be closed to the public until further notice. A live audio of the City Council meeting will available on the City's website (http://www.rolling-hills.org/). The meeting agenda is on the City's website.

Join Zoom Meeting

https://us02web.zoom.us/j/83444907576?pwd=UHhpMGtIczlZUDhyNmJTVW9tMXJoQT09

Or dial (669) 900-9128

Meeting ID: 834 4490 7576; Passcode: 906138

Members of the public may submit comments in real time by emailing the City Clerk at cityclerk@cityofrh.net. Your comments will become part of the official meeting record. Please provide your full name, but please do not provide any other personal information (i.e., phone numbers, addresses, etc.) that you do not want to be published.

1. PARTICIPANTS

2. ITEMS FOR DISCUSSION

2.A. REVISION ANNUAL PROJECT DISCUSSION AND DETERMINE LOCATIONS AND ACTIONS TOWARDS A LONG-TERM PLAN.
RECOMMENDATION: None.

2.B. DISCUSS PROPOSED IDEAS, SUGGESTIONS, OR COMMENTS MADE BY COUNCIL MEMBERS REGARDING MITIGATING FUEL IN THE CANYONS.
RECOMMENDATION: None.

2.C. DISCUSS AND DETERMINE AN UPDATED FREQUENCY OF MEETINGS.
RECOMMENDATION: None.

3. COMMENTS WILL BE TAKEN BY EMAIL IN REAL TIME - PUBLIC COMMENT

WELCOME

This is the appropriate time for members of the public to make comments regarding items not listed on this agenda. Pursuant to the Brown Act, no action will take place on any items not on the agenda.

4. ADJOURNMENT

Documents pertaining to an agenda item received after the posting of the agendas are available for review in the City Clerk's office or at the meeting at which the item will be considered.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting due to your disability, please contact the City Clerk at (310) 377-1521 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility and accommodation for your review of this agenda and attendance at this meeting.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 2.A
Mtg. Date: 06/30/2021

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

FROM: **ASHFORD BALL, SENIOR MANAGEMENT ANALYST**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **REVISION ANNUAL PROJECT DISCUSSION AND DETERMINE LOCATIONS AND ACTIONS TOWARDS A LONG-TERM PLAN.**

DATE: **June 30, 2021**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 2.B
Mtg. Date: 06/30/2021

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

FROM: **ASHFORD BALL, SENIOR MANAGEMENT ANALYST**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **DISCUSS PROPOSED IDEAS, SUGGESTIONS, OR COMMENTS MADE BY COUNCIL MEMBERS REGARDING MITIGATING FUEL IN THE CANYONS.**

DATE: **June 30, 2021**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 2.C
Mtg. Date: 06/30/2021

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

FROM: **ASHFORD BALL, SENIOR MANAGEMENT ANALYST**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **DISCUSS AND DETERMINE AN UPDATED FREQUENCY OF MEETINGS.**

DATE: **June 30, 2021**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

Project Description Summary

The proposed Hazardous Fuel Reduction project will take place within the city limits of Rolling Hills located in the Palos Verdes Peninsula, CA, with 685 homes and 1,960 residents. Project will target canyons in the community for fuel modification. **The goal is to reduce the fuel by 50% - 70% tonnage per acre in targeted canyons.** Thus creating a defensible space required to protect life and property in case of a damaging wildland fire.

The Los Angeles County Fire Department identified 11 canyons with approximately 187 acres that can be treated to provide protection to the communities of Rolling Hills. These canyons have been identified using topography, local weather patterns, fuel load, fire history, and density of homes. Environmental health, natural habitat for wildlife, and stable hillsides for erosion control are considered in the plan. There are three primary ways to remove hazardous fuels from the environment.

- Prescribed Fire – a form of land management in which fire is intentionally applied to vegetation. Prescribed fires are conducted under desired weather and fuel conditions to meet specific objectives, such as to restore adapted ecosystems or limit the amount of dry brush in area prone to wildfires.

- Mechanical Fuel Treatments – are fuel treatments using machine activities designed to change the size and arrangement of the bio mass. These treatment methods include thinning, chipping, and pruning of lower tree branches.

- Goats – are used for fuel load reduction in dense understory and utilized in areas to rugged for mechanized equipment. This technique takes time and the returning of goats to the sites of fuel mitigation for up to four years.

Many of the homes in Rolling Hills are located at the top of ridgelines with the canyon drainages below. Canyons have large amounts of untreated vegetation that can threaten the homes in wildfire. To establish a priority list of project locations from highest risk to low risk, the Los Angeles County Fire Department focused on 11 canyons within the community The County of Los Angeles Fire Department categorized the canyons as follows:

- Canyons that would be at risk from wind driven fires originating from the southwest: Paint Brush Canyon, Portuguese Canyon, Altamira Canyon, and Forrestal Canyon. **Based on fire history maps these south facing canyons have the highest risk for a wildfire in the future.**

- Canyons that would be at risk during northeast winds: Georgeff Canyon, Purple Canyon, Willow Canyon, Sepulveda Canyon, Blackwater Canyon, John's Canyon, Agua Magna Canyon. Most medium or larger fuels are located in the bottom of drainages with pockets of fuel on north facing slopes. Access to vegetation in the bottom of these canyons would be difficult, so hauling out material for chipping

would have to be planned accordingly. Weed whip the fine fuels, target trees for removal which would enhance better fuel spacing.

Some properties have extended the clearance from there fence line down mid slope into the canyon below. This could set the example for other property owners to continue fuels reduction in these canyons. Continue mid slope down into the canyon with homes above, target vegetation for removal with spacing in mind by removing fuel continuously. Some of the canyons do have access to use mechanical equipment and to chip removed materials. Larger brush in the canyons could be trimmed up and ladder fuels removed. Expected out come with these fuels reductions would help slow rate of spread of fire, reduce flame lengths, lower amount of ember cast, reduce fire intensity in case of wild fire. This would allow for better defensible space for structures and allow firefighters opportunities to aggressively suppress wildland fire with ground and air resources.

Rolling Hills Terrain is comprised of many large and steep canyons that are the targets for this hazardous fuels reduction project. Each one of the canyons has homes lining the ridgelines. Home owners have done a good job with brush clearance 100' from structures but with the heavy fuel load in the canyons below topography and wind driven fires will threaten structures with flame lengths and ember cast. The alignment of the canyons makes them more at risk from winds of different directions. Strategically removing vegetation will give proper spacing to slow the rate of spread of fire in these canyons. Trimming and liming trees will reduce ladder fuels and help to keep the fire from getting into the canopy's, this will reduce flame length and ember cast that could threaten structures in the community.

The amount of funding appropriated through the grant for the project should go to the greater good of the community. Focus on canyons with highest threat of fire. Focus on fuel modification from the structures to the canyon bottoms. This project can be the example of what the community needs to keep moving forward towards the achievable outcome of canyons with less fire hazards toward the community.

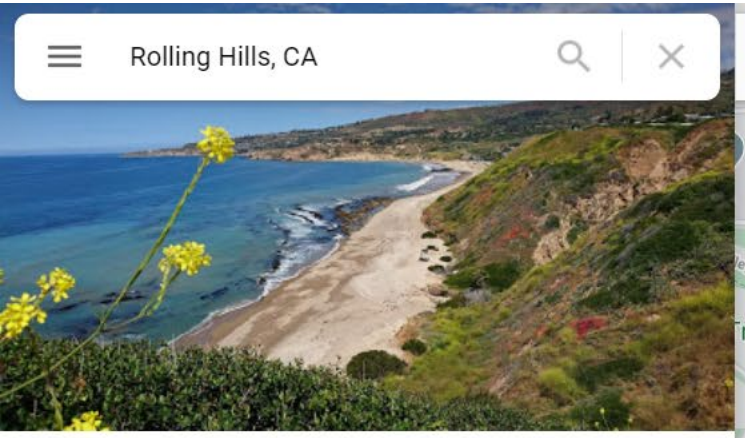
The County of Los Angles has ranked the canyons fire danger threat to the community of Rolling Hills based on Topography Fuel Weather and Fire history. The Canyons with threat from Southwest winds rank as the highest priority for fuels reduction. City limits are an imaginary lines, the canyons below in the conservancy are connected to the city of Rolling Hills. Focusing these grant funds to do fuels reduction on the south side of the city, would continue to build on the vegetation management Rolling Hills has already contributed to in the conservancy lands. Focus on where the city boundaries meet the conservancy, this will continue to break up the fuel continuity reducing fire spread and extreme fire behavior.

Paint Brush Canyon has two areas to target. The canyon between Cinchring Rd and Portuguese Bend. Canyon area below Running Brand Rd and Burma Rd (motorway).

Portuguese Canyon has a two areas to target. South of Crest Rd near Fire station 56 and End of Qual ridge Rd.

Forrestal Canyon has two areas to target. End of Packsaddle RD E and End of Rigbit Rd E, also end of spur road dead end of Crest Rd E.

Klondike Canyon is connected to Forrestal Canyon and has two area to target, between Southfield Dr and Portuguese Bend Rd also end of Packsaddle W.
A. Scope of Work, Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects, sections 1-5 seen above, will be rewritten with specific detail to the South facing only canyon for submission to Cal OES grants.



Rolling Hills, CA

Rolling Hills
California

Clear with periodic clouds · 51°F
7:13 PM

Directions | Save | Nearby | Send to your phone | Share

Quick facts

Rolling Hills is a city on the Palos Verdes Peninsula, in Los Angeles County, California, United States. Rolling Hills is a gated community with private roads with three entry gates. Homes are single-story 19th century California ranch or Spanish haciendas exemplified by architect Wallace Neff. Wikipedia

Three priority locations identified by the Fire Department:

(1) near the end of Quail Ridge Road,

(2) Paintbrush Canyon along the length of the Paintbrush Canyon Creek within the limits of Rolling Hills,

(3) south of Running Brand Road

GOOD EXAMPLES





BAD EXAMPLES







LOS ANGELES COUNTY FIRE DEPARTMENT
PRIORITY CANYON LOCATIONS FOR FIRE FUEL REMOVAL

List provided to April 14, 2021 Community Focus Group Participants

The Los Angeles County Fire Department conducted site visits in Rolling Hills between December 2020 and February 2021 to identify priority locations to apply the recently awarded CalOES/FEMA Grant for vegetation management in the canyons.

The Fire Department assessed 11 canyons and prioritized canyons based on directional winds. Canyons at risk from wind driven fires originating from the southwest are as follows:

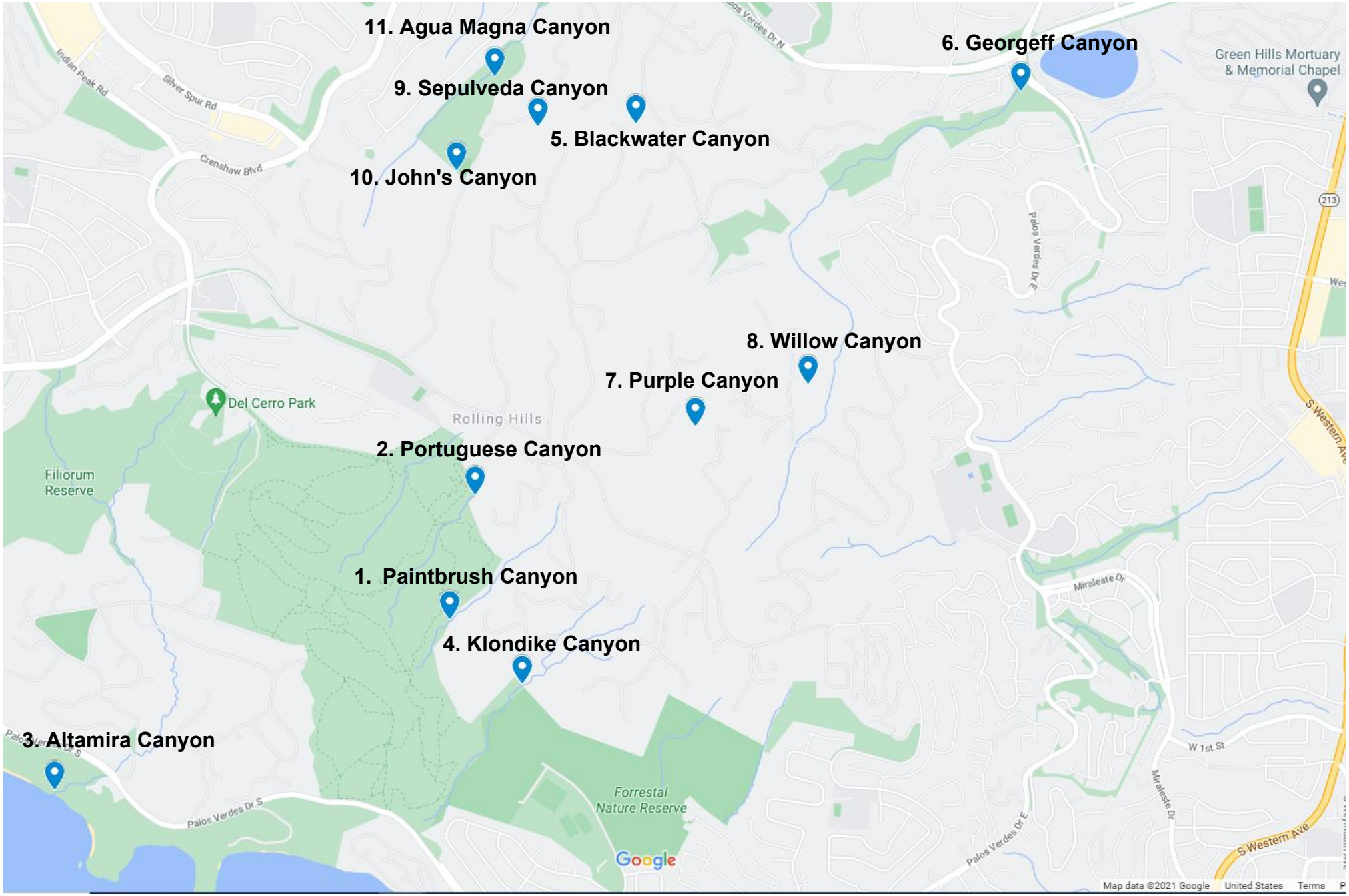
1. Paint Brush Canyon
2. Portuguese Canyon
3. Altamira Canyon
4. Forrestal Canyon
5. Klondike Canyon

Based on fire history maps, these above listed south facing canyons have the highest risk for a wildfire in the future.

Canyons that would be at risk during northeast winds are as follows:

6. Georgeff Canyon
7. Purple Canyon
8. Willow Canyon
9. Sepulveda Canyon
10. John's Canyon
11. Agua Magna Canyon

Supplemental
City of Rolling Hills Canyons



****List updated with LA County Fire Department Input****

LOS ANGELES COUNTY FIRE DEPARTMENT
PRIORITY CANYON LOCATIONS FOR FIRE FUEL REMOVAL

List provided to April 14, 2021 Community Focus Group Participants

The Los Angeles County Fire Department conducted site visits in Rolling Hills between December 2020 and February 2021 to identify priority locations to apply the recently awarded CalOES/FEMA Grant for vegetation management in the canyons.

The Fire Department assessed 11 canyons and prioritized canyons based on directional winds. Canyons at risk from wind driven fires originating from the southwest are as follows:

1. Paint Brush Canyon
2. Portuguese Canyon (This canyon encompasses Ishibashi Canyon)
3. Altamira Canyon
4. Klondike Canyon (Klondike Canyon is inside the Forrestal Canyon

Based on fire history maps, these above listed south facing canyons have the highest risk for a wildfire in the future.

Canyons that would be at risk during northeast winds are as follows:

5. Blackwater Canyon
6. George F. Canyon
7. Purple Canyon
8. Willow Canyon
9. Sepulveda Canyon
10. John's Canyon
11. Agua Magna Canyon

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.E
Mtg. Date: 07/12/2021

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

FROM: **MEREDITH ELGUIRA, PLANNING DIRECTOR**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **APPROVE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL DESIGN ASSOCIATES FOR LANDSCAPE PLAN CHECK SERVICES.**

DATE: **July 12, 2021**

BACKGROUND:
On May 13, 2019 the City Council adopted Ordinance No. 361 amending Chapter 13.18 of the Rolling Hills Municipal Code pertaining to Water Efficient Landscape Ordinance. The ordinance was mandated by State law. The ordinance established requirements for projects as small as 500 square feet, depending if the landscaping is part of an administratively approved project or discretionary project or projects with swimming pools.

DISCUSSION:
The submittal packet is quite involved and landscape experts are needed to review the technical aspects of the application for compliance with the ordinance and to verify compliance upon completion of the planting. On July 22, 2019, the City Council approved a Professional Service Agreement with Environmental Design Associates (EDA) to review applicants' plans and installed landscaping for compliance with the City's Water Efficient Landscape Ordinance (WELO). EDA also prepares the City's yearly WELO report that is submitted to the State and advices the City on the industry's best practices.

FISCAL IMPACT:

The cost of the consulting service will be recovered from the applicants. The City will collect an initial $1,500 to process the application and to follow up with refunds or additional collections to cover the actual cost. On June 28, 2021, the City Council adopted the Fiscal Year 2021-2022 budget to include $3,000 as a pass through for the Landscape Architect in case there is a time lapse in collecting fees from the applicant.

RECOMMENDATION:
Approve first amendment to the Professional Service Agreement with Environmental Design

Associates.

ATTACHMENTS:
Env. Design Assoc. Signed Rolling Hills Contract 7-19.pdf
1st Amendment Time Extension to Environmental Design Associates 07.30.21.doc

CITY OF ROLLING HILLS
AGREEMENT FOR LANDSCAPE ARCHITECT PROFESSIONAL SERVICES

THIS AGREEMENT FOR LANDSCAPE ARCHITECT PROFESSIONAL SERVICES ("Agreement") is made and entered into as of _____, by and between the CITY OF ROLLING HILLS, a municipal corporation ("City") and ENVIRONMENTAL DESIGN ASSOCIATES, a sole proprietor ("Consultant").

RECITALS

A. City desires to retain Consultant to provide professional services to review applicants' landscaping plans and installed landscaping for compliance with the City's Water Efficient Landscape Ordinance (*See* Rolling Hills Municipal Code Chapter 13.18 (Water Efficient Landscape));

B. Consultant is well qualified by reason of education, training, and experience to perform such services; and

C. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

1. Services. Consultant shall perform all work necessary to complete in a manner reasonably satisfactory to City the services set forth in the scope of work attached hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as "Services").

2. Payment. City shall pay Consultant on an hourly basis at the rate of $125.00 per hour, representing total cost for all labor, equipment, supplies, expenses, materials, and travel incurred by Consultant. Any services and compensation not provided for in this Agreement may be authorized by City in writing and in advance. Consultant shall submit invoices at the conclusion of each inspection project and City will make payment for all work performed to City's reasonable satisfaction within 30 days of receipt of an invoice.

3. Term and Termination. This contract shall be valid for one year from execution of this Agreement, unless extended in writing by both parties. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party in compliance with Section13 of this Agreement. In such event, City shall compensate Consultant for all work City reasonably determines to be satisfactorily completed up to the date of termination.

4. Insurance. Without limiting Consultant's obligations arising under paragraph 5 - Indemnity, Consultant shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover

Consultant, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

A. General Liability Insurance insuring City of Rolling Hills, its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Consultant's actions under this Agreement, whether or not done by Consultant or anyone directly or indirectly employed by Consultant. Such insurance shall have a combined single limit of not less than $1,000,000.

B. Automobile Liability Insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement in an amount of not less than $300,000 combined single limit for each occurrence. If Consultant or Consultant's employees will use personal automobiles in any way on this project, Consultant shall obtain evidence of personal automobile liability coverage for each such person.

C. Worker's Compensation Insurance for all Consultant's employees to the extent required by the State of California. If the Consultant has no employees for the purposes of this Agreement, the Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

D. Deductibility Limits for policies referred to in subparagraphs A and B shall not exceed $5,000 per occurrence.

E. Additional Insured. City of Rolling Hills, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs A and B.

F. Primary Insurance. The insurance required in paragraphs A and B shall be primary and not excess coverage.

G. Evidence of Insurance. Consultant shall furnish City, prior to the execution of this Agreement satisfactory evidence of the insurance required issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give City at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. All required insurance policies are subject to approval of the City Attorney. Failure on the part of Consultant to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefore at Consultant's expense.

5. Indemnity. City agrees to indemnify, hold harmless, and defend at its expense Consultant from any and all claims, actions, losses, damages, charges,

expenses, or attorneys' fees to which Consultant may be subject arising out of or resulting from the conclusions and recommendations set forth in any report prepared pursuant to this Agreement. Notwithstanding the foregoing, the City's obligation under this Section shall not apply to any punitive or exemplary damages which may be awarded by a court against Consultant; nor shall this paragraph apply to liability incurred by Consultant for actions outside the Services or which result from wrongful or malicious conduct or negligence, or through the use of any personal vehicle, all as to which Consultant shall indemnify and hold City, its officers, agents, and employees harmless.

6. Quality of Work Performed. All work shall be performed to the highest professional standards.

7. Personnel. Consultant shall not subcontract the Services set forth in this Agreement.

8. Compliance with All Laws. Consultant shall comply with all City, State, and Federal laws in the performance of its Services.

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

10. Attorney's Fees. In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

11. Non-discrimination. Consultant shall not discriminate in the hiring of employees or subconsultants on any basis prohibited by law.

12. Independent Contractor. Consultant is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Consultant or any of the Consultant's employees, except as herein set forth. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal social security contributions, California State disability insurance taxes, and unemployment insurance contributions. City shall issue Consultant a Form 1099 in connection with the compensation paid hereunder, and Consultant shall pay all required taxes on amounts paid hereunder.

13. Notices. All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's

representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY: Elaine Jeng, City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

CONSULTANT: Carrie Mandarino, Landscape Architect
Environmental Design Associates
14121 Sawston Circle
Westminster, California 92683

14. Conflict of Interest. Consultant affirms and warrants that he has no financial, contractual, or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement. Consultant shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

15. Authorized Signature. Consultant affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represents all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

16. Entire Agreement; Modification. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements, or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if made in advance, in writing, and signed by both parties. The parties acknowledge and agree that their respective obligations under the Agreement have been fully discharged.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed on this __ day of July 2019.

CONSULTANT:

Carrie Mandarino

Carrie Mandarino, Consulting Landscape Architect

CITY OF ROLLING HILLS:

Elaine Jeng, City Manager

Michael Jenkins, City Attorney

ATTEST:

City Clerk
Yohana Coronel

EXHIBIT A

SCOPE OF WORK

The landscape architect professional will provide on-call services to review landscaping plans, submitted by a project applicant, for compliance with Rolling Hills Municipal Code Chapter 13.18 (Water Efficient Landscape), and upon installation of the landscaping will conduct inspection to verify compliance and secure a Certificate of Completion from the applicant.

As part of the scope of work the following tasks will be performed:

- Review the landscape documentation package for completeness and accuracy;
- Review the required water efficient calculations for the project;
- Review the Water Efficient Landscape Worksheet containing plant factors, irrigation methods, hydrozone areas, and irrigation efficiency;
- Review plants for landscape industry standards for irrigation and planting, adoptability of selected plants to the local climate, and compatibility with design elements found throughout the City;
- Verify all required plan documentation submittals are complete;
- Provide recommendation for plan approval or list required revisions to the plan for compliance. Review subsequent plan submittals;
- Provide communication to the applicant or designer and answer questions;
- Inspect the installed landscape to verify landscape installation conforms to the approved plan.
- Provide the City with an inspection report;
- Secure a Certificate of Completion from the applicant; and
- Attend evening meetings, if needed.

EXHIBIT B

Certificate of Exemption from Workers' Compensation Insurance

TO:	City of Rolling Hills
SUBJECT:	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of Rolling Hills that I am a

- [x] sole proprietor
- [ ] partnership
- [ ] nonprofit organization
- [ ] closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance**. Therefore, I do not carry worker's compensation insurance coverage.

Consultant Signature Carrie Mandarino

Printed Name of Consultant Carrie Mandarino

Date 7/30/19

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and ENVIRONMENTAL DESIGN ASSOCIATES ("Consultant") as of July ___, 2021.

RECITALS

A. City and Consultant are parties to a Professional Services Agreement dated July 30, 2019 (the "Agreement") by which City engaged Consultant to review applicants' landscaping plans and installed landscaping for compliance with the City's Water Efficient Landscape Ordinance (*See* Rolling Hills Municipal Code Chapter 13.18 (Water Efficient Landscape));

B. City and Consultant now desire to amend the Agreement in order to extend the agreement and compensation to Consultant to extend the services.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

Section 3. Term and Termination is amended as follows:

3. <u>Term and Termination</u>. This contract shall be valid for three years from execution of this Agreement, to July ___, 2024, unless extended in writing by both parties. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party in compliance with Section 3 of this Agreement. In such event, City shall compensate Consultant for all work City reasonably determines to be satisfactorily completed up to the date of termination. The City Manager, or her designee, may extend this Agreement for an additional two years. Such extension shall be in writing by the City Manager to the Consultant.

Pursuant to Section 3. Term and Termination of the Agreement, the term is extended to July ___, 2024.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

CITY OF ROLLING HILLS

_____

Elaine Jeng, P.E., City Manager

CONSULTANT, ENVIRONMENTAL DESIGN ASSOCIATES

_____

Carrie Mandarino, RLA 4769

ATTEST:

_____
Janely Sandoval, City Clerk

DATE: _____

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 9.F
Mtg. Date: 07/12/2021

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

FROM: **ELAINE JENG, CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES FOR FINANCE SERVICES FOR A NOT-TO-EXCEED AMOUNT OF $68,960 FOR FISCAL YEAR 2021-2022.**

DATE: **July 12, 2021**

BACKGROUND:
Since 2012, the City's Finance Department has been served by the firm Rogers, Anderson, Malody & Scott LLP (RAMS). The initial engagement for service started on March 1, 2012 for three years with a two year extension to July 15, 2017. The scope of work included all aspects of finance, accounting and treasury services ranging from performing basic accounting functions to high-level policy development and presentation. The cost of service per year ranged between $82,000 and $84,000. Service was paid monthly based on a flat rate per month.

In 2017, the City engaged RAMS to continue service via a new contract for a term of three years to July 2020. The agreement allowed for a two year extension to July 16, 2022. The City did not extend the term prior to the contract expiration but continued to pay the monthly service cost. The cost of service for the past four years ranged between $85,600 and $92,500 with an average 1.96% rate increase per year. Additionally, the City paid separately $3,168 per year for Consultant Jim Walker to prepare the annual budget for FY2017-2018, FY 2018-2019, and FY 2019-2020. As with RAMS's previous contract, service is paid monthly based on a flat rate.

DISCUSSION:
In the last three years, the City focused on deferred capital improvements, actively pursuing grant funds, ramped up wildfire mitigation work with the Block Captains, and upgrading the workflow at City Hall to modern practices. The operational activities require close collaboration with the Finance Department in setting up funds to track reimbursements, prepare reimbursement reports, and manage numerous vendors for timely payments. RAMS has been serving the City for nearly ten years and the firm established a good foundation for the City's Finance Department. With the firm's office located in San Bernardino, RAMS' personnel serving the city changed year over year in the last three years. Distance has been cited by assigned personnel as one of the top reason for assignment changes.

Finding recently that the contract with RAMS expired in July 2020, staff evaluated other service models

to meet operational needs. Most jurisdictions staff the Finance Department with employees. Other jurisdictions like Rolling Hills have the department served by a finance firm. A small population of jurisdictions like Hidden Hills and Bradbury staff the department with PERS annuitants working part-time and directly for the agency. There are benefits to each service model. The model that would best meet operational needs, from the subject matter knowledge and availability standpoints, the City is best served with PERS annuitants (retired Finance Directors, retired municipal Account Managers and retired municipal payroll technicians). The downside to the PERS annuitants is that the City needs to actively manage the personnel to ensure that the annuitants do not work beyond the allotted time to avoid impacts to their retirement.

MV Cheng & Associates Inc. (MV Cheng) operates as an incorporated business within he State of California, with associates being sub-contractors of the firm. The firm has over 20 years of experience in municipal auditing, accounting, and finance. The owner Misty Cheng was a municipal Finance Director for several cities. The sub-contractors of MV Cheng have worked in municipalities on short and long term assignments ranging from Payroll Technician, Accountant, Senior Accountant, Account Manager, and Finance Director. Ms. Cheng and her associates are all former employees of municipal government agencies. MV Cheng offers the knowledge of PERS annuitant specifically relating to municipal finance and is flexible on availability, charging only for time worked. Further, MV Cheng offers the ability to use PERS annuitants without the need for the City to manage the annuitants' work hours for compliance with retirement terms.

Using the scope of work for RAMS, the staffing level currently provided by RAMS and calculating the effort using MV Cheng rates, the cost of service would be approximately $68,960 including contingency. The actual cost of service could fluctuate depending on the workplan for the year. In comparison, the cost of service provided by RAMS for FY2021-2022 is $92,500. If MV Cheng is engaged to provide finance services, staff proposes to conduct the transition beginning in July and complete the process by the end of September 2021.

FISCAL IMPACT:
If the City Council should approve an agreement with MV Cheng to provide finance services for Fiscal Year 2021-2022, there would be a savings of $8,124 (FY 21-22 RAMS cost $92,500 - FY21-22 MV Cheng cost $68,960 - RAMS cost for transition months August and September 2021 $15,416). There would additional savings in future years without the need to fund service transitions. The cost of finance services of $92,500 is included in the Fiscal Year 2021-2022 adopted budget.

RECOMMENDATION:
Approve agreement as presented.

ATTACHMENTS:
MV Cheng finance services (2)-c1_2021-07-08.pdf
FinanceAgreementRAMS-2012.pdf
FinanceAgreementRAMS-2015_Extension.pdf
Finance_Accouning_Treasury Services Agreement 2017 EXECUTED.pdf

CITY OF ROLLING HILLS

AGREEMENT FOR FINANCE SERVICES

This Agreement is made on this 12th day of July, 2021, at Rolling Hills, California, by and between the City of Rolling Hills, a municipal corporation (hereinafter referred to as the "CITY") and MV Cheng & Associates, Inc., a California corporation (hereinafter referred to as the "CONSULTANT").

RECITALS

A. CITY desires to utilize the services of CONSULTANT as an independent contractor in the field of financial services to serve the CITY by providing finance, accounting and treasury services consistent with governmental accounting standards, laws and best practices and otherwise in performing the responsibilities of Finance Director of the CITY.

B. CONSULTANT represents that it is fully qualified to perform such financial services by virtue of its experience and the training, education and expertise of its principals, associates and subconsultants.

NOW, THEREFORE, the CITY and the CONSULTANT, mutually agree as follows:

1. **SERVICES.** Pursuant to the authority provided by Government Code Sections 36505 and 37103, Consultant shall serve as Finance Director and shall perform general duties and functions related to financial and accounting services as assigned by the City Manager. Consultant's duties are more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference as though set forth in full. The location where services are to be performed shall be determined by mutual agreement of the parties' representatives. To the extent that services are performed in City Hall, CONSULTANT agrees that its employees will abide by any COVID-19 protocols then in effect. CONSULTANT shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CITY.

2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on July 11, 2022 unless extended in writing in advance by both parties.

3. **PAYMENT FOR SERVICES.** CONSULTANT shall be compensated in an amount not to exceed $68,960 for services provided pursuant to this Agreement on an hourly basis at the following hourly rates:

   Finance Director -- $95/hr.
   Accountant Technician -- $50/hr.

   Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONSULTANT shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONSULTANT shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

4. **CONTRACT ADMINISTRATION.**

4.1. **The CITY's Representative.** Unless otherwise designated in writing, the City Manager shall serve as the CITY's representative for the administration of this Agreement. All activities performed by the CONSULTANT shall be coordinated with the City Manager.

4.2. **Manager-in-Charge.** For the CONSULTANT, Misty V. Cheng, shall be in charge of all matters relating to this Agreement and any agreement or approval made by her shall be binding on the CONSULTANT. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONSULTANT upon request and CITY staff shall work with CONSULTANT in order to facilitate its performance of its services hereunder.

4.4. **Personnel.** The CONSULTANT represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the CONSULTANT's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONSULTANT to exclude any employee from performing services on the CITY's premises.

4.5. **Confidentiality**. Employees of CONSULTANT in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of CITY. CONSULTANT covenants that all data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this Agreement. CONSULTANT'S covenant under this section shall survive the termination of this Agreement.

5. **TERMINATION.**

5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONSULTANT shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONSULTANT to remedy the violation within the stated time or

within any other time period agreed to by the parties. In the event of such termination, the CONSULTANT shall be responsible for any additional costs incurred by the CITY in securing the services from another Consultant.

6. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Notwithstanding the foregoing, CITY agrees to and shall indemnify, hold harmless and defend at its expense CONSULTANT from any and all claims, actions, losses, damages, charges, expenses or attorneys fees to which Contractor may be subject solely by virtue of CONSULTANT'S status as a CITY official and arising out of, or resulting from, actions within CONSULTANT'S scope of duties as defined herein.

7. **INSURANCE REQUIREMENTS.**

7.1. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

7.1.1. **Workers' Compensation Coverage**. The CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONSULTANT shall require any and every subConsultant to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subConsultant's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for City.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation

Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

7.1.2. **General Liability Coverage**. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

7.1.3. **Automobile Liability Coverage**. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.

7.2. **Endorsements**. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONSULTANT also agrees to require all Consultants, and subConsultants to do likewise.

7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

7.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in

this agreement and which is applicable to a given loss will be available to the CITY.

7.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subConsultants to do likewise.

7.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

7.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

7.2.8. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

7.3. **Self Insured Retention/Deductibles**. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

7.4. **Certificates of Insurance**. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONSULTANT shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

7.5. **Failure to Procure Insurance**. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of

contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONSULTANT. Assignments of any or all rights, duties, or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. The CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONSULTANT shall be fully responsible to the CITY for all acts or omissions of the subconsultant. Nothing in this Agreement shall create any contractual relationship between the CITY and subconsultant nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subconsultant other than as otherwise is required by law.

9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONSULTANT shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1. **Taxes**. The CONSULTANT agrees to pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent Consultant relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent Consultant status of the CONSULTANT and the audit in any way fails to sustain the validity of a wholly independent Consultant relationship between the CITY and the CONSULTANT, then the CONSULTANT agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

9.2. **Workers' Compensation Law**. The CONSULTANT shall fully comply with the workers' compensation law regarding the CONSULTANT and the CONSULTANT'S employees. The CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT'S failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

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

10. **CONFLICT OF INTEREST.** The CONSULTANT confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONSULTANT shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation. CONSULTANT and its associates and subconsultants will comply with all conflict of interest statutes of the State of California applicable to CONSULTANT'S services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.)* and Government Code Section 1090.

11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONSULTANT represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12. **HIRING OF CONSULTANT'S ASSOCIATES AND/OR SUBCONTRACTORS.** CITY agrees that each of CONSULTANT'S associates and/or subcontractors will only be able to obtain a direct contract or professional services agreement with the CITY not earlier than two years following the expiration of this Agreement. CITY agrees not to hire one of CONSULTANT'S associates and/or subcontractors as a full time, permanent, fully benefited employee of the CITY, unless CITY has performed a recruitment and the associate and/or subcontractor has billed 960 hours to the CITY. CITY agrees not to hire one of CONSULTANT'S associates and/or subcontractors as a part time, non-benefited employee on the CITY'S payroll unless the associate and/or subcontractor has billed 960 hours to the CITY and the CITY pays a fee of 5% of the associate and/or subcontractor's annualized wages based on the hourly rate charged, to CONSULTANT. If CITY employs CONSULTANT'S associates and/or subcontractors through another temporary service or staffing agency, CITY agrees to pay a fee of 10% of the associate and/or subcontractor's annualized wages based on the hourly rate charged, to CONSULTANT.

13. **RECORDS AND AUDITS.** The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONSULTANT for a period of three years after the expiration of this Agreement.

14. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONSULTANT, except the CONSULTANT'S notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONSULTANT, but any re-use of such documents by the CITY on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the CITY. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.

15. **INDEPENDENT CONTRACTOR.** The CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees or agents, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

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

    Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

    City of Rolling Hills
    2 Portuguese Bend Road.
    Rolling Hills, CA 90274

    Attention: Elaine Jeng, P.E.

    CONSULTANT:

    MV Cheng & Associates
    102 W. 24th Street
    Upland, CA 91784

    Attention: Misty V. Cheng

17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

18. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or

otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. **AUTHORITY TO ENTER AGREEMENT.** The CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 12th day of July, 2021.

CONSULTANT:

_____
Misty V. Cheng, President

CITY OF ROLLING HILLS:

_____
Elaine Jeng, City Manager

ATTEST:

_____
Janely Sandoval, City Clerk

EXHIBIT A

Scope of Services

The CONSULTANT shall provide all aspects of finance, accounting and treasury services ranging from performing basic accounting functions to high-level policy development and presentation on an as-needed basis. The CONSULTANT shall comply with all finance-related laws and ethics, obtain a Fidelity Bond and complete Economic Interest Form 700. The CONSULTANT shall be familiar with and maintain internal controls to extent possible.

Services shall include accounting, bookkeeping, cash management, assessment billing, budgeting, records management, report preparation, financial analysis, payroll functions, daily and long-term investment functions, presentations and all other financial services associated with municipal operations.

Examples of services include:

1. Accounting functions such as maintaining ledgers, year-end closings, and fixed asset schedules.
2. Preparation and production of the Annual Finance Statements, reports and statements in accordance with GAAP, Sarbanes-Oxley, GFOA, State and Federal and other professional and legal standards.
3. Processing all recording all revenues.
4. Processing all warrants.
5. Working with the financial institutions, auditor, contractors and employees benefit providers.
6. Performing reviews and audits of financial data including quarterly federal and state payroll reports.
7. Preparing and representing fiscal year and mid-year budget including projects, fee schedule, Gann limit, rates, and forecasts.
8. Utilizing office automation for spreadsheets and financial and budget reports and using Abila and Fund Balance software for all accounting practices.
9. Cash management including investing, transfers, monitoring balances, reconciling statements and maintaining petty cash.
10. Reporting to local and state agencies relative to revenues and expenditures.
11. Maintaining all personnel files and serve as personnel officer.
12. Performing special projects and duties as assigned/necessary.
13. Developing and implementing best practices and policies.
14. Provide coverage of the front counter and telephones as necessary.
15. Payroll and benefit administration.
16. False alarm billing.
17. Assist the City Manager with administrative duties and research pertaining to budget and finance.
18. Attending and presenting at City Council, community and other meetings as required.
19. Communicating directly with City Council, staff and the public.
20. Working in emergencies/disasters, as needed as the City's Finance Director.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March 2012 by and between the CITY OF ROLLING HILLS, hereinafter called the "CITY" and ROGERS, ANDERSON, MALODY AND SCOTT, LLP, hereinafter called the "CONSULTANT."

1. RECITALS:

A. CITY desires to retain CONSULTANT to provide finance, accounting and treasury services consistent with governmental accounting standards, laws, and best practices.

B. CONSULTANT is well qualified by reason of experienced personnel to perform such services; and

C. CONSULTANT is willing to render such professional services as defined in the Request for Proposals for FINANCE, ACCOUNTING AND TREASURY SERVICES.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this Agreement.

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A.

3. CITY RESPONSIBILITIES

CITY shall provide reasonable office space and equipment at City Hall, and parking for the CONSULTANT. CITY shall pay reasonable costs associated with publishing/posting/submitting legally required notices and documents and, copying formal documents such as the annual budget and Comprehensive Annual Financial Report (CAFR). CITY will provide input into the CONSULTANT'S production of reports and public documents.

4. COST

The CITY agrees to pay CONSULTANT for the work performed under this Agreement the monthly amounts set forth in the Fee Schedule attached hereto as Exhibit B and incorporated herein by reference. The monthly amounts set forth in Exhibit B are inclusive of all costs and expenses incurred by CONSULTANT in the performance of the services.

Any increase in Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

5. METHOD OF PAYMENT

CONSULTANT shall be reimbursed monthly in arrears based upon the monthly rates provided per Exhibit B. CONSULTANT shall submit invoices addressed to the CITY, 2 Portuguese Bend Road, Rolling Hills, CA 90274. Invoices will be paid within 30 days of their receipt.

6. SUBCONTRACTING

CONSULTANT shall not be permitted to subcontract any portion of this Agreement without the express written consent of the CITY.

7. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this agreement upon execution of this Agreement.

8. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT'S California office during this Agreement period and thereafter for five years from the date of final payment.

9. OWNERSHIP OF DATA

All visuals, drawings, data, written documents, software and other material prepared or purchased under this Agreement shall become the property of the CITY.

10. TERM OF AGREEMENT

This Agreement shall be valid through July 15, 2015. The CITY may extend this Agreement for an additional two years through July 15, 2017. Extensions of the term of this Agreement shall be made in writing and agreed upon by the CITY and the CONSULTANT.

11. TERMINATION

CONSULTANT may terminate this Agreement without cause upon thirty (30) days' written notice to CITY. CITY may terminate this Agreement without cause with written notice; the effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. CONSULTANT shall discontinue performing services as of the effective date of termination. The termination without cause of this Agreement shall not terminate the parties' rights and obligations with respect to work and/or work product provided during the term or any extension thereof. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

12. ASSIGNABILITY

CITY or CONSULTANT shall not assign or transfer interest in this Agreement without the prior written consent of the CITY.

13. AMENDMENT

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement, or any subcontract requiring the approval of the CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

14. NON-SOLICITATION CLAUSE

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15. INDEMNITY

CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT'S performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined in a final and non-appealable judgment or by agreement of the parties to be proportionate to its liability. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been CONSULTANT'S allocated share of liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

16. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 15 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage must be consistent with all local, state and federal laws and, at a minmum, shall be as follows:

i. Automobile Liability Insurance with minimum coverage of $1,000,000 for property damage, $1,000,000 for injury to one person/single occurrence, and $1,000,000 for injury to more than one person/single occurrence.

ii. General Liability Insurance, insuring CITY, its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $1,000,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by, and statutory requirements of, the State of California.

iv. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

v. Fidelity or Commercial Crime Insurance for all CONSULTANT'S employees that will at any time have access to the City's funds with a limit of not less than $1,000,000 that names the City of Rolling Hills as the Loss Payee.

B. Deductible Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed $5,000 per occurrence.

C. Additional Insured. City, its elected and appointed officers, agents, and employees shall be named as additional insured on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) (ii) and (iv) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. All required insurance policies are subject to approval of the CITY Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefore at CONSULTANT'S expense.

F. Self Insured Retention/Deductibles. All policies required by this Agreement to name the CITY as additional insured shall allow CITY, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the City Manager. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

17. ENFORCEMENT OF AGREEMENT

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

18. CONFLICTS OF INTEREST

No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Nothing herein precludes individual property owners or residents from independently retaining the CONSULANT, individually or as a group, for personal consultation.

19. INDEPENDENT CONTRACTOR

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

20. PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONSULTANT or under it supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises.

CONSULTANT'S staff assigned to perform work of the CITY will comply with all public governmental finance and treasury-related local, state and federal laws, ethics, standards, resolutions, and policies, and complete Economic Interest Form 700.

CONSULTANT'S primary staff assigned to perform work of the CITY must be approved by CITY. CONSULTANT may not change primary staff without the knowledge and consent of CITY. At all times, CONSULTANT must provide evidence of Fidelity or Commercial Crime Insurance coverage for assigned staff.

CONSULTANT shall be responsible for the training and knowledge of staff assigned to perform work of the CITY and for its' staff membership in professional associations that are necessary for the fulfillment of the Scope of Work (Exhibit A).

21. CONFIDENTIALITY

CONSULTANT in the course of its duties may have access to confidential data of CITY, private individuals, or employees of the CITY. CONSULTANT covenants that all data, documents, discussion, or other information received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by the owner thereof. CITY shall grant such authorization if disclosure is required by law. All data or documents received from CITY shall be returned upon the termination of this Agreement, excepting that one complete copy of CONSULTANT'S project may be maintained in its permanent records in accordance with the provisions of this section. CONSULTANT'S covenant under this section shall survive the termination of this Agreement.

22. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY, and contains all the covenants and agreements between the parties with respect such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by CITY and CONSULTANT.

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended. In the event of litigation over the interpretation or alleged breach of this Agreement, venue shall be in the state courts in Los Angeles County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF ROLLING HILLS

CITY MANAGER:

Anton Dahlerbruch

Date: 2/28/12

CONSULTANT

Terry P. Shea, CPA

Rogers, Anderson, Malody & Scott LLP
Company Name

735 E. Carnegie Drive, Suite 100
San Bernardino, CA 92408
Address

Date: 2-15-12

ATTEST:

Heidi Luce, Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A
SCOPE OF WORK

The Scope of Work includes all aspects of finance, accounting and treasury services ranging from performing basic accounting functions to high-level policy development and presentation.

Under minimum supervision, the services desired by the City include accounting, bookkeeping, cash management, assessment billing, budgeting, records management, report preparation, financial analysis, payroll functions, daily and long-term investment functions, presentations and all other financial services associated with municipal operations.

Examples of services include:

1. Accounting functions such as maintaining ledgers, year-end closings, and fixed asset schedules.
2. Preparation and production of the Comprehensive Annual Financial Report, reports and statements in accordance with GAAP, Sarbanes-Oxley, GFOA, State and Federal and other professional and legal standards.
3. Processing and recording all revenues.
4. Working with the financial institutions, auditor, contractors and employee benefit providers.
5. Performing reviews and audits of financial data including quarterly federal and state payroll reports.
6. Preparing and presenting fiscal year and mid-year budget including projections, fee schedule, Gann limit, rates, and forecasts.
7. Submitting budget and annual financial report for recognition to organizations.
8. Utilizing office automation for spreadsheets and financial and budget reports and using Fund Balance software for all accounting practices.
9. Cash management including investing, transfers, monitoring balances, reconciling statements and maintaining petty cash.
10. Reporting to local and state agencies relative to revenues and expenditures.
11. Maintaining all personnel files and serve as personnel officer.
12. Performing special projects and duties as assigned/necessary.
13. Developing and implementing best practices and policies.
14. Provide coverage of the front counter and telephones as necessary.
15. Payroll and benefit administration
16. False alarm billing
17. Assist City Manager with administrative duties and research pertaining to budget and finance.
18. Attending and presenting at City Council, community and other meetings as required.
19. Communicating directly with City Council, staff and the public.
20. Instituting and following standards and methods of internal control to preclude and prohibit the possibility of illegal actions or perceived inappropriateness with regard to all aspects of the work.
21. Institute and maintain appropriate back-ups and security measures to preclude and prohibit the loss of data.
22. Manual bank deposits
23. Working in emergencies/disasters, as needed, as City's Finance Director.

EXHIBIT B
FEE SCHEDULE

Fiscal Year		**Monthly**	**Cumulative Total**
March 1, 2012 – July 15, 2013	16.5 months	$6,875.00	$113,437.50
July 16, 2013 – July 15, 2014	12 months	$7,004.16	$ 84,050.00
July 16, 2014 – July 15, 2015	12 months	$7,135.83	$ 85,630.00
July 16, 2015 – July 15, 2016	12 months	$6,854.16	$ 82,250.00
July 16, 2016 – July 15, 2017	12 months	$6,991.25	$ 83,895.00

FIRST AMENDMENT TO AGREEMENT FOR FINANCE, ACCOUNTING AND TREASURY SERVICES

This First Amendment to Agreement for Finance, Accounting and Treasury Services is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and Rogers, Anderson, Malody and Scott, LLP ("Consultant") as of June 22, 2015.

RECITALS

A. City and Consultant are parties to that Agreement for Finance, Accounting and Treasury Services dated March 1, 2012 (the "Agreement") by which City engaged Consultant to provide finance, accounting and treasury services consistent with governmental accounting standards, laws, and best practices.

B. City and Consultant now desire to amend the Agreement in order to extend the term for an additional two years beyond the current July 15, 2015 expiration date.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

As contemplated by Section 10 of the Agreement, the term is hereby extended for an additional two years to July 15, 2017.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

CONSULTANT
Rogers, Anderson, Malody and Scott, LLP

Terry Shea, Partner

CITY OF ROLLING HILLS

Raymond R. Cruz, City Manager

ATTEST:

Heidi Luce, City Clerk

DATE:

July 21, 2015

APPROVED AS TO FORM:

Mike Jenkins, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this 16th day of July 2017 by and between the CITY OF ROLLING HILLS, hereinafter called the "CITY" and ROGERS, ANDERSON, MALODY AND SCOTT, LLP, hereinafter called the "CONSULTANT."

1. RECITALS:

A. CITY desires to retain CONSULTANT to provide finance, accounting and treasury services consistent with governmental accounting standards, laws, and best practices.

B. CONSULTANT is well qualified by reason of experienced personnel to perform such services; and

C. CONSULTANT is willing to render such professional services as defined in the Request for Proposals for FINANCE, ACCOUNTING AND TREASURY SERVICES.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this Agreement.

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A.

3. CITY RESPONSIBILITIES

CITY shall provide information and documents as may be necessary to assist with the work, office space, office equipment, and parking for the CONSULTANT.

4. COST

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the attached Fee Schedule, Exhibit B.

Total expenditure made under this Agreement shall not exceed an annual sum of $95,668 including reimbursable expenses.

Any increase in Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

5. METHOD OF PAYMENT

CONSULTANT shall be reimbursed monthly in arrears based upon the hourly services provided per Exhibit B. CONSULTANT shall submit invoices addressed to the CITY, 2 Portuguese Bend Road, Rolling Hills, CA 90274. Invoices will be paid within 30 days of their receipt.

6. SUBCONTRACTING

CONSULTANT shall not be permitted to subcontract any portion of this Agreement without the express written consent of the CITY.

7. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this agreement upon execution of this Agreement.

8. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's California office during this Agreement period and thereafter for five years from the date of final payment.

9. OWNERSHIP OF DATA

All visuals, drawings, data, written documents and other material prepared under this Agreement shall become the property of the CITY.

10. TERM OF AGREEMENT

This Agreement shall be valid for three years from execution of this Agreement. The CITY may extend this Agreement for an additional two years. Extensions of the term of this Agreement shall be made in writing and agreed upon by the CITY and the CONSULTANT.

11. TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. Immediately upon receiving written notice of termination, CONSULTANT shall discontinue performing services. The termination without cause of this Agreement shall not terminate the parties' rights and obligations with respect to work and/or work product provided during the term or any extension thereof. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

12. ASSIGNABILITY

CITY or CONSULTANT shall not assign or transfer interest in this Agreement without the prior written consent of the CITY.

13. AMENDMENT

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement, or any subcontract requiring the approval of the CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

14. NON-SOLICITATION CLAUSE

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15. INDEMNITY

CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined in a final and non-appealable judgment or by agreement of the parties to be proportionate to its liability. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been CONSULTANT's allocated share of liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

16. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 15 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverage of $1,000,000 for property damage, $1,000,000 for injury to one person/single occurrence, and $1,000,000 for injury to more than one person/single occurrence.

ii. General Liability Insurance, insuring CITY, its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $1,000,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by, and statutory requirements of, the State of California.

iv. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

v. Fidelity or Commercial Crime Insurance for all CONSULTANT'S employees with a limit of not less than $1,000,000 that names the City of Rolling Hills as the Loss Payee.

B. Deductible Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed $5,000 per occurrence.

C. Additional Insured. City, its elected and appointed officers, agents, and employees shall be named as additional insured on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) (ii) and (iv) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. All required insurance policies are subject to approval of the CITY Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefore at CONSULTANT'S expense.

F. Self Insured Retention/Deductibles. All policies required by this Agreement to name the CITY as additional insured shall allow CITY, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the City Manager. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

17. ENFORCEMENT OF AGREEMENT

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

18. CONFLICTS OF INTEREST

No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Nothing herein precludes individual property owners or residents from independently retaining the CONSULANT, individually or as a group, for personal consultation.

19. INDEPENDENT CONTRACTOR

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

20. PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONSULTANT or under it supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises.

21. CONFIDENTIALITY

CONSULTANT in the course of its duties may have access to confidential data of CITY, private individuals, or employees of the CITY. CONSULTANT covenants that all data, documents, discussion, or other information received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by the owner thereof. CITY shall grant such authorization if disclosure is required by law. All data or documents received from CITY shall be returned upon the termination of this Agreement, excepting that one complete copy of CONSULTANT'S project may be maintained in its permanent records in accordance with the provisions of this section. CONSULTANT'S covenant under this section shall survive the termination of this Agreement.

22. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY, and

contains all the covenants and agreements between the parties with respect such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by CITY and CONSULTANT.

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended. In the event of litigation over the interpretation or alleged breach of this Agreement, venue shall be in the state courts in Los Angeles County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Raymond R. Cruz
City Manager

Date: 4/11/17

CONSULTANT
Rogers, Anderson, Malody & Scott, LLP
735 E. Carnegie Drive, #100
San Bernardino, CA 92408

Terry Shea
Certified Public Accountant, Partner

Date:

ATTEST:

Heidi
City Clerk

APPROVED AS TO FORM:

Mike Jenkins
City Attorney

Exhibit A
SCOPE OF WORK

The City seeks a firm to provide all aspects of finance, accounting and treasury services ranging from performing basic accounting functions to high-level policy development and presentation on a part-time basis at approximately 20 hours per week. The firm awarded the agreement is to have sufficient depth and breadth of personnel to provide on-going future services (for succession) as a result of breaks or changing of the individual(s) assigned to the City. Staff assigned to the City will be required to comply with all finance-related laws and ethics, obtain a Fidelity Bond and complete Economic Interest Form 700. The firm will be required to meet the City's insurance requirements.

Under minimum supervision, the services desired by the City include accounting, bookkeeping, cash management, assessment billing, budgeting, records management, report preparation, financial analysis, payroll functions, daily and long-term investment functions, presentations and all other financial services associated with municipal operations.

Examples of services include:

1. Accounting functions such as maintaining ledgers, year-end closings, and fixed asset schedules.
2. Preparation and production of the Annual Financial Statements, reports and statements in accordance with GAAP, Sarbanes-Oxley, GFOA, State and Federal and other professional and legal standards.
3. Processing and recording all revenues.
4. Processing all warrants.
5. Working with the financial institutions, auditor, contractors and employee benefit providers.
6. Performing reviews and audits of financial data including quarterly federal and state payroll reports.
7. Preparing and presenting fiscal year and mid-year budget including projections, fee schedule, Gann limit, rates, and forecasts.
8. Utilizing office automation for spreadsheets and financial and budget reports and using Fund Balance software for all accounting practices.
9. Cash management including investing, transfers, monitoring balances, reconciling statements and maintaining petty cash.
10. Reporting to local and state agencies relative to revenues and expenditures.
11. Maintaining all personnel files and serve as personnel officer.
12. Performing special projects and duties as assigned/necessary.
13. Developing and implementing best practices and policies.
14. Provide coverage of the front counter and telephones as necessary.
15. Payroll and benefit administration
16. False alarm billing
17. Assist City Manager with administrative duties and research pertaining to budget and finance.
18. Attending and presenting at City Council, community and other meetings as required.
19. Communicating directly with City Council, staff and the public.
20. Working in emergencies/disasters, as needed, as City's Finance Director.

The firm selected for the work must be familiar with and maintain internal controls to the extent possible in a small organization.

EXHIBIT B
FEE SCHEDULE

Accounting, Finance and Treasury Services

Fiscal Year	Annual Fee	% Increase	$ Increase
2017-18	$ 85,600	2.00%	$ 1,705
2018-19	$ 87,300	1.99%	$ 1,700
2019-20	$ 89,000	1.95%	$ 1,700
2020-21	$ 90,700	1.91%	$ 1,700
2021-22	$ 92,500	1.98%	$ 1,800

Supplemental Budget Preparation Services*

Fiscal Year	Annual Fee	% Change	$ Change
2017-18	$ 3,168	-34%	$ -1,632
2018-19	$ 3,168	0%	$ 0
2019-20	$ 3,168	0%	$ 0
2020-21	$ 3,168	0%	$ 0
2021-22	$ 3,168	0%	$ 0

* To retain Jim Walker to assist in preparation of the annual budget. Will be invoiced annually in June of each year after adoption of the budget. Will not be invoiced if expense is not incurred.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.A
Mtg. Date: 07/12/2021

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

FROM: **JANELY SANDOVAL, CITY CLERK**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **ROLLING HILLS COMMUNITY ASSOCIATION (RHCA) GATE ATTENDANT TRAVON THOMPSON'S SERVICE TO THE COMMUNITY.**

DATE: **July 12, 2021**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 10.B
Mtg. Date: 07/12/2021

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

FROM: **MEREDITH ELGUIRA, PLANNING DIRECTOR**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **AB 215 HOUSING ELEMENT: REGIONAL HOUSING NEED: RELATIVE PROGRESS DETERMINATION. (DIERINGER)**

DATE: **July 12, 2021**

BACKGROUND:
On June 28, 2021, Mayor Dieringer gave a brief overview of Assembly Bill 215 (Chiu) and asked to bring it back for further discussion. The proposed Bill requires jurisdictions who are not meeting their regional housing needs to have a mid-cycle housing element consultation with the State Housing and Community Development Department and adopt pro-housing policies. Attached are the latest version of Assembly Bill 215, current status and bill analysis.

DISCUSSION:

BILL SUMMARY

AB 215, as amended, Chiu. Housing element: regional housing need: relative progress determination.

(1) Existing law, the Planning and Zoning Law, requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires the Department of Housing and Community Development to determine whether the housing element is in substantial compliance with specified provisions of that law.

-This bill, starting with the 6th housing element revision, would require the department to determine the relative progress toward meeting regional housing needs of each jurisdiction, council of governments, and subregion, as specified.

-The bill would require the department to make this determination based on the information contained in the annual reports submitted by each jurisdiction, as specified.

-The bill would require the department to make this determination for all housing and for lower income housing by dividing the applicable entity's progress toward meeting its share of the regional housing need by its prorated share of the regional housing need, as specified.

-The bill would require the department to post the determinations of relative progress on its internet website by July 1 of the year in which relative progress is determined.

-The bill would require a jurisdiction to undertake a midcycle housing element consultation with the department if the jurisdiction's progress toward meeting its share of the regional housing need is less than its prorated share of the regional housing need and the relative progress of the jurisdiction for all housing or for lower income housing is less than the relative progress of the affiliated council of governments or subregion, as specified.

-The bill would require a jurisdiction to undertake specified actions, jurisdiction, in consultation with the department, as a part of this midcycle housing element consultation, including a review and update of the jurisdiction's goals, policies, quantified objectives, financial resources, and scheduled programs to review and update its scheduled programs and ensure that all programs have enforceable actions and concrete timelines.

-The bill would require the department to find that a housing element is not in substantial compliance with the Planning and Zoning Law if the department determines that the jurisdiction has not complied with these provisions.

-Because this bill would require certain jurisdictions to participate in a midcycle housing element consultation with the department, the bill imposes a state-mandated local program.

(2) Existing law, for award cycles commencing after July 1, 2021, awards a city or county additional points in the scoring of specified program applications if the city or county, among other things, has been designated by the department as prohousing based upon its adoption of prohousing local policies for housing, as provided. Existing law defines "prohousing local policies" as policies that facilitate the planning, approval, or construction of housing, including, but not limited to, local financial incentives for housing, reduced parking requirements for sites that are zoned for residential development, and the adoption of zoning allowing for use by right for residential and mixed-use development.

-This bill, commencing with the 6th revision of the housing element, would require a jurisdiction to attain a prohousing designation by the department if the jurisdiction's relative progress toward meeting its share of the regional or subregional housing need for all housing is at least 10 percentage points less than the relative progress of their affiliated council of governments or subregion, as determined pursuant to the provisions described above, as specified.

(3) The Planning and Zoning Law also requires the department to notify a city, county, or city and county, and authorizes the department to notify the office of the Attorney General, that the city, county, or city and county is in violation of state law if the department finds that the housing element or an amendment to the housing element does not substantially comply with specified provisions of the Planning and Zoning Law, or that the local government has taken action or failed to act in violation of specified provisions of law.

-This bill would add the Housing Crisis Act of 2019 to those specified provisions of law. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

-This bill would provide that no reimbursement is required by this act for a specified reason.

Retrieved from https://www.billtrack50.com/billdetail/1265073

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive presentation from Mayor Dieringer.

ATTACHMENTS:
20210AB215_97.pdf
VOTES - Copy.docx
AB - Copy.docx
202120220AB215_Senate Housing.pdf
202120220AB215_Assembly Floor Analysis.pdf
202120220AB215_Assembly Appropriations.pdf
202120220AB215_Assembly Local Government.pdf
202120220AB215_Assembly Housing And Community Development.pdf

AMENDED IN SENATE JUNE 23, 2021

AMENDED IN ASSEMBLY APRIL 5, 2021

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

ASSEMBLY BILL No. 215

Introduced by Assembly Member Chiu

January 11, 2021

An act to amend Section 65585 of, and to add Sections 65585.5 and 65589.10 to, the Government Code, relating to housing.

LEGISLATIVE COUNSEL'S DIGEST

AB 215, as amended, Chiu. Housing element: regional housing need: relative progress determination.

(1) Existing law, the Planning and Zoning Law, requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires the Department of Housing and Community Development to determine whether the housing element is in substantial compliance with specified provisions of that law.

This bill, starting with the 6th housing element revision, would require the department to determine the relative progress toward meeting regional housing needs of each jurisdiction, council of governments, and subregion, as specified. The bill would require the department to make this determination based on the information contained in the annual reports submitted by each jurisdiction, as specified. The bill would require the department to make this determination for all housing and for lower income housing by dividing the applicable entity's progress toward meeting its share of the regional housing need by its prorated share of the regional housing need, as specified. The bill would

require the department to post the determinations of relative progress on its internet website by July 1 of the year in which relative progress is determined.

The bill would require a jurisdiction to undertake a midcycle housing element consultation with the department if the jurisdiction's progress toward meeting its share of the regional housing need is less than its prorated share of the regional housing need and the relative progress of the jurisdiction for all housing or for lower income housing is less than the relative progress of the affiliated council of governments or subregion, as specified. The bill would require a ~~jurisdiction to undertake specified actions,~~ *jurisdiction,* in consultation with the department, as a part of this midcycle housing element consultation, ~~including a review and update of the jurisdiction's goals, policies, quantified objectives, financial resources, and scheduled programs.~~ *to review and update its scheduled programs and ensure that all programs have enforceable actions and concrete timelines.* The bill would require the department to find that a housing element is not in substantial compliance with the Planning and Zoning Law if the department determines that the jurisdiction has not complied with these provisions.

Because this bill would require certain jurisdictions to participate in a midcycle housing element consultation with the department, the bill imposes a state-mandated local program.

(2) Existing law, for award cycles commencing after July 1, 2021, awards a city or county additional points in the scoring of specified program applications if the city or county, among other things, has been designated by the department as prohousing based upon its adoption of prohousing local policies for housing, as provided. Existing law defines "prohousing local policies" as policies that facilitate the planning, approval, or construction of housing, including, but not limited to, local financial incentives for housing, reduced parking requirements for sites that are zoned for residential development, and the adoption of zoning allowing for use by right for residential and mixed-use development.

This bill, commencing with the 6th revision of the housing element, would require a jurisdiction to attain a prohousing designation by the department if the jurisdiction's relative progress toward meeting its share of the regional or subregional housing need for all housing is at least 10 percentage points less than the relative progress of their affiliated council of governments or subregion, as determined pursuant to the provisions described above, as specified.

(3) The Planning and Zoning Law also requires the department to notify a city, county, or city and county, and authorizes the department to notify the office of the Attorney General, that the city, county, or city and county is in violation of state law if the department finds that the housing element or an amendment to the housing element does not substantially comply with specified provisions of the Planning and Zoning Law, or that the local government has taken action or failed to act in violation of specified provisions of law.

This bill would add the Housing Crisis Act of 2019 to those specified provisions of law.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

SECTION 1. Section 65585 of the Government Code is amended to read:

65585. (a) In the preparation of its housing element, each city and county shall consider the guidelines adopted by the department pursuant to Section 50459 of the Health and Safety Code. Those guidelines shall be advisory to each city or county in the preparation of its housing element.

(b) (1) At least 90 days prior to adoption of its housing element, or at least 60 days prior to the adoption of an amendment to this element, the planning agency shall submit a draft element or draft amendment to the department.

(2) The planning agency staff shall collect and compile the public comments regarding the housing element received by the city, county, or city and county, and provide these comments to each member of the legislative body before it adopts the housing element.

(3) The department shall review the draft and report its written findings to the planning agency within 90 days of its receipt of the draft in the case of an adoption or within 60 days of its receipt in the case of a draft amendment.

(c) In the preparation of its findings, the department may consult with any public agency, group, or person. The department shall receive and consider any written comments from any public agency, group, or person regarding the draft or adopted element or amendment under review.

(d) In its written findings, the department shall determine whether the draft element or draft amendment substantially complies with this article.

(e) Prior to the adoption of its draft element or draft amendment, the legislative body shall consider the findings made by the department. If the department's findings are not available within the time limits set by this section, the legislative body may act without them.

(f) If the department finds that the draft element or draft amendment does not substantially comply with this article, the legislative body shall take one of the following actions:

(1) Change the draft element or draft amendment to substantially comply with this article.

(2) Adopt the draft element or draft amendment without changes. The legislative body shall include in its resolution of adoption written findings which explain the reasons the legislative body believes that the draft element or draft amendment substantially complies with this article despite the findings of the department.

(g) Promptly following the adoption of its element or amendment, the planning agency shall submit a copy to the department.

(h) The department shall, within 90 days, review adopted housing elements or amendments and report its findings to the planning agency.

(i) (1) (A) The department shall review any action or failure to act by the city, county, or city and county that it determines is inconsistent with an adopted housing element or Section 65583, including any failure to implement any program actions included in the housing element pursuant to Section 65583. The department shall issue written findings to the city, county, or city and county as to whether the action or failure to act substantially complies with this article, and provide a reasonable time no longer than 30 days for the city, county, or city and county to respond to the findings before taking any other action authorized by this section, including the action authorized by subparagraph (B).

(B) If the department finds that the action or failure to act by the city, county, or city and county does not substantially comply with this article, and if it has issued findings pursuant to this section that an amendment to the housing element substantially complies with this article, the department may revoke its findings until it determines that the city, county, or city and county has come into compliance with this article.

(2) The department may consult with any local government, public agency, group, or person, and shall receive and consider any written comments from any public agency, group, or person, regarding the action or failure to act by the city, county, or city and county described in paragraph (1), in determining whether the housing element substantially complies with this article.

(j) The department shall notify the city, county, or city and county and may notify the office of the Attorney General that the city, county, or city and county is in violation of state law if the department finds that the housing element or an amendment to this element, or any action or failure to act described in subdivision (i), does not substantially comply with this article or that any local government has taken an action in violation of the following:

(1) Housing Accountability Act (Section 65589.5 of the Government Code).

(2) Section 65863 of the Government Code.

(3) Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(4) Section 65008 of the Government Code.

(5) Housing Crisis Act of 2019 (Section 66300 of the Government Code).

(k) Commencing July 1, 2019, prior to the Attorney General bringing any suit for a violation of the provisions identified in subdivision (j) related to housing element compliance and seeking remedies available pursuant to this subdivision, the department shall offer the jurisdiction the opportunity for two meetings in person or via telephone to discuss the violation, and shall provide the jurisdiction written findings regarding the violation. This paragraph does not affect any action filed prior to the effective date of this section. The requirements set forth in this subdivision do not apply to any suits brought for a violation or violations of paragraphs (1), (3), and (4) of subdivision (j).

(*l*) In any action or special proceeding brought by the Attorney General relating to housing element compliance pursuant to a notice or referral under subdivision (j), the Attorney General may request, upon a finding of the court that the housing element does not substantially comply with the requirements of this article pursuant to this section, that the court issue an order or judgment directing the jurisdiction to bring its housing element into substantial compliance with the requirements of this article. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If a court determines that the housing element of the jurisdiction substantially complies with this article, it shall have the same force and effect, for purposes of eligibility for any financial assistance that requires a housing element in substantial compliance and for purposes of any incentives provided under Section 65589.9, as a determination by the department that the housing element substantially complies with this article.

(1) If the jurisdiction has not complied with the order or judgment after twelve months, the court shall conduct a status conference. Following the status conference, upon a determination that the jurisdiction failed to comply with the order or judgment compelling substantial compliance with the requirements of this article, the court shall impose fines on the jurisdiction, which shall be deposited into the Building Homes and Jobs Trust Fund. Any fine levied pursuant to this paragraph shall be in a minimum amount of ten thousand dollars ($10,000) per month, but shall not exceed one hundred thousand dollars ($100,000) per month, except as provided in paragraphs (2) and (3). In the event that the jurisdiction fails to pay fines imposed by the court in full and on time, the court may require the Controller to intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay. The intercept of the funds by the Controller for this purpose shall not violate any provision of the California Constitution.

(2) If the jurisdiction has not complied with the order or judgment after three months following the imposition of fees described in paragraph (1), the court shall conduct a status conference. Following the status conference, if the court finds that the fees imposed pursuant to paragraph (1) are insufficient to bring the jurisdiction into compliance with the order or judgment, the court may multiply the fine determined pursuant to paragraph (1)

by a factor of three. In the event that the jurisdiction fails to pay fines imposed by the court in full and on time, the court may require the Controller to intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay. The intercept of the funds by the Controller for this purpose shall not violate any provision of the California Constitution.

(3) If the jurisdiction has not complied with the order or judgment six months following the imposition of fees described in paragraph (1), the court shall conduct a status conference. Upon a determination that the jurisdiction failed to comply with the order or judgment, the court may impose the following:

(A) If the court finds that the fees imposed pursuant to paragraphs (1) and (2) are insufficient to bring the jurisdiction into compliance with the order or judgment, the court may multiply the fine determined pursuant to paragraph (1) by a factor of six. In the event that the jurisdiction fails to pay fines imposed by the court in full and on time, the court may require the Controller to intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay. The intercept of the funds by the Controller for this purpose shall not violate any provision of the California Constitution.

(B) The court may order remedies available pursuant to Section 564 of the Code of Civil Procedure, under which the agent of the court may take all governmental actions necessary to bring the jurisdiction's housing element into substantial compliance pursuant to this article in order to remedy identified deficiencies. The court shall determine whether the housing element of the jurisdiction substantially complies with this article and, once the court makes that determination, it shall have the same force and effect, for all purposes, as the department's determination that the housing element substantially complies with this article. An agent appointed pursuant to this paragraph shall have expertise in planning in California.

(4) This subdivision does not limit a court's discretion to apply any and all remedies in an action or special proceeding for a violation of any law identified in subdivision (j).

(m) In determining the application of the remedies available under subdivision (*l*), the court shall consider whether there are

any mitigating circumstances delaying the jurisdiction from coming into compliance with state housing law. The court may consider whether a city, county, or city and county is making a good faith effort to come into substantial compliance or is facing substantial undue hardships.

(n) The office of the Attorney General may seek all remedies available under law including those set forth in this section.

SEC. 2. Section 65585.5 is added to the Government Code, to read:

65585.5. (a) Commencing with the sixth revision of the housing element pursuant to Section 65588, the department shall determine the relative progress toward meeting regional housing needs subject to the following:

(1) (A) The department shall determine relative progress toward meeting regional housing needs for all housing and lower income housing during the fifth year of the applicable planning period.

(B) The department shall also determine relative progress toward meeting regional housing needs for all housing during the year after the completion of the jurisdiction's planning period. The department's determination of relative progress under this subparagraph shall be used to determine jurisdictions that must attain a prohousing designation pursuant to Section 65589.10 and shall not be the basis for a midcycle housing element consultation under subdivision (b).

(2) The department shall make relative progress determinations based on the information contained in the annual reports submitted pursuant to Section 65400, and shall measure relative progress subject to the following:

(A) For each jurisdiction:

(i) Relative progress for all housing shall be measured by dividing the jurisdiction's progress toward meeting its share of the regional housing need by its prorated share of the regional housing need, as determined pursuant to Section 65584.

(ii) Relative progress for lower income housing shall be measured by dividing the jurisdiction's progress toward meeting its share of the regional housing need for the very low and low-income categories by its prorated share of the regional housing need for very low and low-income households, as determined pursuant to Section 65584.

(B) For each council of governments:

(i) Relative progress for all housing shall be measured by summing the progress of each of the council of governments' member jurisdictions toward meeting their share of the regional housing need and dividing that sum by the prorated regional housing need, as determined pursuant to Section 65584.01.

(ii) Relative progress for lower income housing shall be measured by summing the progress of each of the council of governments' member jurisdictions toward meeting their share of the regional housing need for very low and low-income households and dividing that sum by the prorated regional housing need for very low and low-income households, as determined pursuant to Section 65584.01.

(C) For each subregion:

(i) Relative progress for all housing shall be measured by summing the progress of each of the subregion's member jurisdictions toward meeting their share of the subregional housing need and dividing that sum by the prorated subregional housing need, as determined pursuant to Section 65584.03.

(ii) Relative progress for lower income housing shall be measured by summing the progress of each of the subregion's member jurisdictions toward meeting their share of the subregional housing need for very low and low-income households and dividing that sum by the prorated subregional housing need for very low and low-income households, as determined pursuant to Section 65584.03.

(3) This subdivision shall only apply to jurisdictions with an eight-year housing element planning period, pursuant to Section 65588.

(4) Determinations of relative progress shall be published on the department's internet website by July 1 of the year in which relative progress is determined.

(b) (1) A jurisdiction shall undertake a midcycle housing element consultation with the department if both of the following occur:

(A) The jurisdiction's progress toward meeting its share of the regional housing need is less than its prorated share of the regional housing need.

(B) The jurisdiction meets one of the following:

(i) The jurisdiction's relative progress for all housing during the fifth year of the applicable planning period, pursuant to

subdivision (a), is less than the relative progress for all housing of the jurisdiction's affiliated council of governments or subregion.

(ii) The jurisdiction's relative progress for very low and low-income households during the fifth year of the applicable planning period, pursuant to subdivision (a), is less than the relative progress for very low and low-income households of the jurisdiction's affiliated council of governments or subregion.

(2) A jurisdiction required to conduct a midcycle housing element consultation pursuant to this subdivision shall, in coordination with the ~~department, do all of the following:~~ *department and for any of the categories for which the jurisdiction is required to undertake a midcycle housing element consultation pursuant to paragraph (1), review and update, as necessary, all scheduled programs and ensure that all programs have enforceable actions and concrete timelines.*

~~(A) Review and update, as necessary, all goals, policies, quantified objectives, financial resources, and scheduled programs.~~

~~(B) Ensure that all programs have enforceable actions and concrete timelines.~~

(3) (A) By July 1 of the year in which the determination of relative progress has occurred pursuant to subdivision (a), the department shall notify each jurisdiction, in writing, of their need to comply with this subdivision.

(B) A midcycle housing element consultation shall occur within six months of the jurisdiction receiving the notice pursuant to subparagraph (A).

(C) Any revisions to the housing element required by the department during a midcycle housing element consultation must be completed within one year of the consultation.

(4) The department may apply the requirements of this subdivision to any jurisdiction that fails to submit a substantially compliant annual report pursuant to the timelines and requirements of Section 65400.

(5) If the department determines that a jurisdiction has not complied with the requirements of this subdivision, the department shall find that their housing element does not substantially comply with this article, pursuant to Section 65585.

(c) The section shall not be construed to diminish or undermine the department's enforcement authority granted elsewhere in statute or regulation.

SEC. 3. Section 65589.10 is added to the Government Code, to read:

65589.10. (a) Commencing with the sixth revision of the housing element pursuant to Section 65588, any jurisdiction whose relative progress toward meeting its share of the regional or subregional housing need for all housing, as determined pursuant to paragraph (2) of subdivision (a) of Section 65585.5, is at least 10 percentage points less than the relative progress of their affiliated council of governments or subregion shall be required to attain a prohousing designation by the department pursuant to subdivision (c) of Section 65589.9.

(b) (1) The department shall determine whether a jurisdiction is required to attain a prohousing designation pursuant to subdivision (a) by July 1 of the year in which the determination of relative progress has occurred.

(2) The department shall make a second determination of whether a jurisdiction is required to attain a prohousing designation pursuant to subdivision (a) by July 1 of the year after the completion of the jurisdiction's planning period.

(3) The department shall provide written notice to a jurisdiction that must attain a prohousing designation pursuant to subdivision (a) by July 1 of the year in which the determination is made.

(4) A jurisdiction that receives written notice pursuant to paragraph (3) that does not already have a prohousing designation shall attain a prohousing designation by July 1 of the year after receiving the notice pursuant to paragraph (3). If the jurisdiction does not comply with this timeline, the department shall find that the jurisdiction's housing element does not substantially comply with this article pursuant to Section 65585.

(c) The department may apply the requirements of this section to any jurisdiction that fails to submit a substantially compliant annual report pursuant to the timelines and requirements of Section 65400.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or

level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

O

VOTES

Bill Votes

Date	07/01/21
Result	(PASS)
Location	Sen Housing
Ayes Count	5
Noes Count	2
NVR Count	2
Motion	Do pass, but first be re-referred to the Committee on [Appropriations]
Ayes	Cortese, Skinner, Umberg, Wieckowski, Wiener
Noes	Bates, Ochoa Bogh
NVR	Caballero, McGuire

Bill Votes

Date	06/01/21
Result	(PASS)
Location	Assembly Floor
Ayes Count	58
Noes Count	11
NVR Count	10
Motion	AB 215 Chiu Assembly Third Reading
Ayes	Aguiar-Curry, Arambula, Berman, Bloom, Bryan, Burke, Calderon, Carrillo, Cervantes, Chau, Chiu, Cooley, Cooper, Daly, Fong, Frazier, Friedman, Gabriel, Gallagher, Cristina Garcia, Eduardo Garcia, Gipson, Lorena Gonzalez, Gray, Grayson, Holden, Irwin, Jones-Sawyer, Kalra, Lackey, Lee, Low, McCarty, Medina, Mullin, Nazarian, O'Donnell, Patterson, Petrie-Norris, Quirk, Quirk-Silva, Ramos, Reyes, Luz Rivas, Robert Rivas, Rodriguez, Blanca Rubio, Salas, Santiago, Stone, Ting, Valladares, Villapudua, Ward, Akilah Weber, Wicks, Wood, Rendon
Noes	Bigelow, Boerner Horvath, Cunningham, Megan Dahle, Davies, Levine, Nguyen, Seyarto, Smith, Voepel, Waldron
NVR	Bauer-Kahan, Bennett, Chen, Choi, Flora, Kiley, Maienschein, Mathis, Mayes, Muratsuchi

Bill Votes

Date	05/20/21
Result	(PASS)
Location	Asm Appropriations
Ayes Count	12
Noes Count	4
NVR Count	0
Motion	Do pass.
Ayes	Calderon, Carrillo, Chau, Fong, Gabriel, Eduardo Garcia, Lorena Gonzalez, Holden, Quirk, Luz Rivas, Robert Rivas, Akilah Weber
Noes	Bigelow, Megan Dahle, Davies, Levine

NVR

Bill Votes

Date	04/28/21
Result	(PASS)
Location	Asm Local Government
Ayes Count	7
Noes Count	0
NVR Count	1
Motion	Do pass and be re-referred to the Committee on [Appropriations]
Ayes	Aguiar-Curry, Bloom, Lackey, Ramos, Luz Rivas, Robert Rivas, Voepel
Noes	
NVR	Boerner Horvath

Bill Votes

Date	04/15/21
Result	(PASS)
Location	Asm Housing and Community Development
Ayes Count	5
Noes Count	0
NVR Count	3
Motion	Do pass and be re-referred to the Committee on [Local Government]
	Ayes Chiu, Gabriel, Kalra, Quirk-Silva, Wicks
Noes	
NVR	Kiley, Maienschein, Seyarto

AB-215 Housing element: regional housing need: relative progress determination. (2021-2022)

STATUS

Steps bill has passed through in each house:
Senate: 1st Cmt
Assembly: 1st Cmt 2nd 3rd Pass

Bill Status Measure:	AB-215
Lead Authors:	Chiu (A)
Principal Coauthors: -	
Coauthors: -	
Topic:	Housing element: regional housing need: relative progress determination.
31st Day in Print:	02/11/21
Title:	An act to amend Section 65585 of, and to add Sections 65585.5 and 65589.10 to, the Government Code, relating to housing.
House Location:	Senate
Last Amended Date:	06/23/21
Committee Location:	Sen Appropriations
Committee Hearing Date:	07/15/21

Type of Measure

Active Bill - In Committee Process
Majority Vote Required
Non-Appropriation
Fiscal Committee
State-Mandated Local Program
Non-Urgency
Non-Tax levy

Last 5 History Actions

Date	Action
07/01/21	From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 2.) (July 1). Re-referred to Com. on APPR.
06/23/21	From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.
06/09/21	Referred to Com. on HOUSING.
06/02/21	In Senate. Read first time. To Com. on RLS. for assignment.
06/01/21	Read third time. Passed. Ordered to the Senate. (Ayes 58. Noes 11.)

SENATE COMMITTEE ON HOUSING
Senator Scott Wiener, Chair
2021 - 2022 Regular

Bill No:	AB 215	**Hearing Date:**	7/1/2021
Author:	Chiu		
Version:	6/23/2021 Amended		
Urgency:	No	**Fiscal:**	Yes
Consultant:	Erin Riches		

SUBJECT: Housing element: regional housing need: relative progress determination

DIGEST: This bill establishes a process for a mid-cycle housing element consultation between the state Department of Housing and Community Development (HCD) and any jurisdiction it deems to have not made sufficient progress toward its regional housing needs allocation (RHNA), including a requirement for the jurisdiction to obtain a pro-housing designation.

ANALYSIS:

Existing law:

Housing elements

1) Requires every city and county to prepare and adopt a general plan, including a housing element, to guide the future growth of a community. The housing element must identify and analyze existing and projected housing needs, identify adequate sites with appropriate zoning to meet the housing needs of all income segments of the community, and ensure that regulatory systems provide opportunities for, and do not unduly constrain, housing development.

2) Provides that each community's fair share of housing be determined through the regional housing needs allocation (RHNA) process, which is composed of three main stages: (a) the Department of Finance and HCD develop regional housing needs estimates; (b) councils of government (COGs) allocate housing within each region based on these estimates; and (c) cities and counties incorporate their allocations into their housing elements.

3) Requires local governments to submit their draft housing elements to HCD for review. Requires local governments to adopt their housing elements, accounting for any findings by HCD as to whether or not it is compliant with state housing element law. Requires HCD to review any action or failure to act

by local governments that it determines is inconsistent with an adopted housing element.

4) Requires HCD to notify any local government, and allows HCD to notice the office of the Attorney General, that the jurisdiction is in violation of state law if HCD finds that the local government has taken an action in violation of the following: the Housing Accountability Act; "No Net Loss" provisions requiring adequate sites for housing to be available at all times for each income levels; Density Bonus Law; or prohibitions on housing discrimination.

5) Requires each city and county to provide, by April 1 of each year, an annual report to HCD that includes the status of their general plan and progress in its implementation, including the progress in meeting its share of regional housing needs.

Housing Crisis Act (HCA)

1) Establishes the HCA (SB 330, Skinner, Chapter 654, Statutes of 2019), which:

   a) Prohibits certain local actions that would reduce housing capacity. The HCA prohibits downzoning unless the city or county concurrently upzones an equal amount elsewhere so that there is no net loss in residential capacity. It also voids certain local policies that limit growth, including building moratoria, caps on the numbers of units that can be approved, and population limits.

   b) Prohibits a local agency from applying new rules or standards to a project after a preliminary application containing specified information is submitted.

   c) Requires local agencies to exhaustively list all information needed to make a development application complete under the Permit Streamlining Act, limits that list to only those items on the checklist for application required by state law, and prohibits the local agency from requiring additional information. The checklist information must also be posted online.

   d) Establishes a cap of five hearings that can be conducted on a project, as specified.

   e) Establishes specified anti-displacement protections.

Pro-housing policies

1) Requires HCD to establish a pro-housing designation for local jurisdictions. Defines "pro-housing local policies" to mean policies that facilitate the

planning, approval, or construction of housing. These policies may include, but are not limited to, the following:

a) Local financial incentives for housing, including, but not limited to, establishing a local housing trust fund;

b) Reduced parking requirements;

c) Adoption of zoning allowing for use by right for residential and mixed-use development and reduction of permit processing time;

d) Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate the minimum existing regional housing need allocation for the current housing element cycle;

e) Adoption of accessory dwelling unit ordinances, as specified;

f) Creation of objective development standards; and

g) Reduction of development impact fees.

2) Requires HCD to adopt emergency regulations to implement this section by July 1, 2021 and to designate jurisdictions as pro-housing pursuant to these emergency regulations.

3) Requires that jurisdictions that have been designated pro-housing by HCD, and that have an adopted housing element that has been found by HCD to be in substantial compliance, must be awarded additional points or preference in the scoring of program applications, for the Affordable Housing and Sustainable Communities (AHSC) Program, the Transformative Climate Communities (TCC) Program, and the Infill Incentive Grant (IIG) Program of 2007.

This bill:

1) Requires HCD, beginning with the sixth housing element cycle, to determine the progress of each city, county, COG, and sub-region toward meeting its RHNA allocation, and to post these determinations on its website by July 1 of each year, as follows:

a) In the fifth year of the planning period: progress toward meeting its total RHNA allocation and its lower income RHNA allocation.

b) In the year after the planning period ends: progress toward meeting its total RHNA allocation.

2) Requires a jurisdiction, if its progress is less than that of the COG as a whole, to undertake a mid-cycle housing element consultation with HCD. Progress shall be calculated by dividing the jurisdiction's progress toward its RHNA share by its pro-rated share of the regional housing need. Requires the jurisdiction, in coordination with HCD, for any of the categories for which the consultation is required, to review and update, as necessary, all scheduled programs to ensure they include enforceable actions and concrete timelines.

3) Requires HCD, if it determines that the jurisdiction has not made sufficient progress, to notify the jurisdiction by July 1 of the year it makes the determination, and to commence the consultation within six months. Requires a jurisdiction to complete any housing element revisions, as directed by HCD, within one year of the consultation. Requires HCD, if it determines that a jurisdiction has not complied with the mid-cycle consultation requirements, to find its housing element out of compliance.

4) Requires a jurisdiction that has attained at least 10 percentage points less progress than its COG, to obtain a pro-housing designation from HCD. Requires HCD to determine whether a jurisdiction is required to obtain the designation by July 1 of the year in which it makes the determination and by July 1 of the year after the jurisdiction's housing element planning period ends. Requires the jurisdiction that receives notice to attain the pro-housing designation by July 1 of the year after the notice. Requires HCD, if the jurisdiction fails to attain a pro-housing designation by the required date, to find its housing element out of compliance.

5) Provides, that if a jurisdiction fails to submit a substantially compliant APR:
   a) HCD may require a mid-cycle consultation.
   b) HCD must find its housing element out of compliance.

6) Provides that this bill shall in no way be construed to diminish or undermine HCD's enforcement authority granted elsewhere in statute or regulation.

7) Requires HCD, if a jurisdiction violates the HCA, to notify the jurisdiction and authorizes HCD to provide notice to the state Attorney General.

COMMENTS:

1) *Author's statement*. "At the end of the day, the only way to solve the housing crisis is to put more roofs over people's heads. The housing element is one of the state's most critical tools to ensure that such housing production occurs. AB 215 is designed to make sure the process works and everyone is accountable to the plans they create. It would ensure that cities with underperforming housing production have the opportunity to review their plans and policies every four years, instead of every eight. Where production substantially lags behind peer cities, local governments would be required to ensure that they have adopted pro-housing policies, for which they will receive preferences for state funding programs. By increasing accountability at the local level, the state and cities can continue to work together to facilitate the necessary production of homes for Californians of all income levels."

2) *Housing element reforms*. Recent legislation has made a number of changes aimed at increasing the transparency and accountability of the RHNA process and strengthening enforcement of housing element requirements. For example, the 2017 package included legislation requiring local governments to maintain adequate sites for housing developments at all times throughout the planning cycle (SB 166, Skinner, Chapter 367, Statutes of 2017), as well as legislation authorizing HCD to refer violations of housing element law to the state Attorney General (AB 72, Santiago, Chapter 370, Statutes of 2017). In addition, pursuant to SB 35 (Wiener, Chapter 366, Statutes of 2017), cities and counties that have not met all of their RHNA requirements must streamline housing developments that include specified percentages of affordable housing.

   Subsequent legislation (SB 828, Wiener, 2018 and AB 1771, Bloom, 2018) further tightened housing element law by adding requirements to regions' RHNA methodology. The 2019-20 budget agreement provided additional accountability measures through AB 101 (Committee on Budget, Chapter 159, Statutes of 2019), which builds on AB 72 of 2017. AB 101 provides that, following an opportunity for a local government to discuss housing element violations with HCD, the Attorney General may seek certain remedies if a court finds that a local government is not substantially compliant with housing element law.

3) *Pro-housing local policies.* In addition to the "stick" of potential action by the Attorney General, AB 101 of 2019 also provides an incentive for housing compliance. AB 101 requires HCD to designate cities and counties as "pro-housing" if their local policies facilitate the planning, approval, or construction of housing. "Pro-housing" jurisdictions will receive a competitive advantage in applying for certain state programs, including but not limited to the AHSC,

TCC, and IIG programs. HCD is required to adopt emergency regulations by July 1, 2021 to implement this requirement. Although AB 101 provided examples of pro-housing local policies, HCD has discretion over the final policies. This bill would add, to the list of examples of pro-housing policies, having identified adequate sites for housing within one year of the statutory deadline for adoption of the housing element.

HCD released the text of the emergency regulations for the Pro-housing Designation Program on June 7, 2021. Over the next year, a formal rulemaking process, including a public comment period, will take place to adopt permanent regulations. If signed, this bill would likely be enacted after the adoption of HCD's emergency regulations, and the policies would need to be updated, as necessary, to reflect this legislation in the final adopted regulations.

4) *HCA.* To build on recent housing legislation intended to streamline development, the Legislature enacted SB 330 (Skinner, 2019). The HCA has several main components, including a prohibition on downzoning unless the city or county concurrently upzones an equal amount elsewhere so there is no net loss in residential capacity. It also prohibits a local agency from applying new rules or standards to a project after a preliminary application has been submitted. It limits the number of hearings that may be conducted on a project that complies with objective local standards in place at the time the development application is deemed complete. SB 330 also establishes certain anti-displacement protections, to ensure that any demolition includes relocation assistance to existing residents. This bill would add violations of the HCA to the list of housing law violations for which HCD may report a jurisdiction to the state Attorney General.

5) *Sixth cycle RHNA.* Each city must revise its housing element every eight years (every five years for some rural areas). Most jurisdictions across the state are entering, or have entered, the sixth RHNA cycle. To ease HCD workload, regions have staggered start dates for RHNA cycles. For example, the sixth cycle for the Southern California Association of Governments (SCAG), the Sacramento Area Council of Governments (SACOG), and the San Diego Association of Governments (SANDAG) is 2021-2029, while the San Luis Obispo Council of Governments' (SLOCOG) sixth cycle is 2020-2028 and the Association of Bay Area Governments' (ABAG) sixth cycle is 2023-2031. Due to the combination of recent RHNA reforms and the fact most areas of the state are suffering from a severe shortage of housing due to decades of underbuilding, most regions are receiving a sixth cycle RHNA allocation that is vastly larger than their fifth cycle allocation.

Existing law requires cities and counties to submit annual progress reports to HCD regarding the status and progress in implementing their housing elements. In addition, the 2021 budget proposes significant additional resources for HCD's technical assistance efforts to help jurisdictions comply with RHNA and housing element requirements. This bill aims to further help ensure that jurisdictions remain on track to maintain compliant housing elements.

6) *Opposition concerns*. Cities, counties, and equity organizations state a number of concerns, including:

   a) *Pro-housing designation:* Opponents state that it is inappropriate to use the pro-housing designation, which was established as incentive just two years ago, as a penalty for non-compliance with housing element requirements, particularly since the pro-housing regulations are not yet final.

   b) *Relative progress toward RHNA.* Opponents state that the "relative progress" metric could hurt unincorporated areas, which tend to have less urban infrastructure, fewer employment options, and other economic limitations that can cause housing production to lag in comparison to cities.

   c) *Existing authority is sufficient*. Opponents state that HCD's existing enforcement authority enables it to identify and remedy violations of the law well before the midpoint of the housing element cycle.

   d) *New authority does more harm than good*. The mid-cycle consultation process created by the bill potentially undermines existing authority and does not allow for public input.

RELATED LEGISLATION:

AB 1029 (Mullin, 2021) — adds preservation of affordable housing units as a pro-housing, local policy that the Department of Housing and Community Development (HCD) can consider in developing a pro-housing designation. *This bill will be heard in the Senate Housing Committee on July 1st.*

AB 1398 (Bloom, 2021) — requires expedited rezoning for local jurisdictions that fail to adopt a legally compliant housing element within 120 days of the statutory deadline, and makes expedited rezoning a pro-housing policy. *This bill will be heard in the Senate Housing Committee on July 1st.*

AB 101 (Committee on the Budget, Chapter 159, Statutes of 2019) — among other provisions, required HCD to designate cities and counties as pro-housing if

their local policies facilitate the planning, approval, or construction of housing, and enabled HCD to implement these through emergency regulations.

FISCAL EFFECT: Appropriation: No Fiscal Com.: Yes Local: Yes

POSITIONS: (Communicated to the committee before noon on Friday, June 25, 2021.)

SUPPORT:

California Housing Consortium (Sponsor)
Abundant Housing LA
Bay Area Council
Bridge Housing Corporation
CalChamber
California Apartment Association
California Association of Realtors
California Building Industry Association
California Community Builders
California Council for Affordable Housing
California YIMBY
Casita Coalition
Chan Zuckerberg Initiative
Council of Infill Builders
Eden Housing
Greenbelt Alliance
Habitat for Humanity California
Hello Housing
Housing Action Coalition
LISC San Diego
MidPen Housing
Modular Building Institute
Non-profit Housing Association of Northern California
San Francisco Bay Area Planning and Research Association (SPUR)
Sand Hill Property Company
Silicon Valley @ Home
Silicon Valley Community Foundation
Silicon Valley Leadership Group
The Two Hundred
TMG Partners

OPPOSITION:

California Cities for Local Control
California Rural Legal Assistance Foundation
California State Association of Counties
City of Beaumont
City of Carlsbad
City of Corona
City of El Segundo
City of Fortuna
City of Foster City
City of Garden Grove
City of Goleta
City of Gustine
City of La Habra
City of Lathrop
City of Menifee
City of Norwalk
City of Rancho Palos Verdes
City of San Bernardino
City of San Jacinto
City of Thousand Oaks
Leadership Counsel for Justice and Accountability
League of California Cities
Public Advocates
Public Interest Law Project
Rural County Representatives of California
Sustainable Tamalmonte
Urban Counties of California
Ventura Council of Governments
Western Center on Law & Poverty

-- END --

ASSEMBLY THIRD READING
AB 215 (Chiu)
As Amended April 5, 2021
Majority vote

SUMMARY

Requires jurisdictions with relatively low progress towards meeting their regional housing needs to have a mid-cycle housing element consultation with the Department of Housing and Community Development (HCD) and adopt pro-housing policies.

Major Provisions

1) Requires HCD to determine the relative progress of councils of government, subregions, and jurisdictions towards meeting their regional housing needs. The determination must occur during the fifth year and after the completion of each region's housing element planning period.

2) Requires jurisdictions to undertake a mid-cycle housing element consultation with HCD as follows:

   a) A jurisdiction would be required to undertake the consultation if both of the following are determined during the fifth year of the housing element planning period (per the process described above in (1)):

      i) Its progress towards meeting its share of the regional housing need is less than its pro-rated share of the regional housing need; and

      ii) Either its relative progress for all housing or housing affordable to very low- and low-income housing is less than that of the jurisdiction's affiliated council of governments or subregion.

   b) The consultation must include a review and update, as necessary, of all goals, policies, quantified objectives, financial resources, and scheduled programs, as well as ensure that all programs have enforceable actions and concrete timelines.

   c) The timing and process for the consultation process is as following:

      i) HCD must notify jurisdictions by July 1 of their need to have the consultation;

      ii) The consultation must occur within six months of the jurisdiction receiving the notice; and that

      iii) Any revisions to the housing element required by HCD during the consultation must be completed within one year of the consultation.

   d) Requires that, if HCD determines that a jurisdiction has not complied with the requirements of the consultation process, HCD must find that their housing element does not substantially comply with Housing Element law.

3) Requires jurisdictions to attain a pro-housing designation from HCD as follows:

a) A jurisdiction would be required to undertake the consultation if its relative progress for all housing is at least 10 percentage points less than that of the jurisdiction's affiliated council of governments or subregion, as determined during the fifth year of the housing element planning period and upon completion of the housing element planning period (per the process described above in (1)).

b) The timing and process for attaining the pro-housing designation is as follows:

   i) HCD must notify jurisdictions by July 1 of their need to attain the pro-housing designation;

   ii) Any jurisdiction receiving this notice must attain the pro-housing designation from HCD by July 1 of the following year.

c) If a jurisdiction does not comply with the timeline for receiving the pro-housing designation, HCD must find that their housing element does not substantially comply with Housing Element law.

4) Requires HCD to notify any jurisdiction, and allows HCD to notice the office of the Attorney General, that the jurisdiction is in violation of state law if HCD finds that the local government has taken an action in violation of the Housing Crisis Act of 2019.

COMMENTS

California Housing Crisis: California is in the midst of a housing crisis. Only 27% of households can afford to purchase the median priced single-family home – 50% less than the national average. Over half of renters, and 80% of low-income renters, are rent-burdened, meaning they pay over 30% of their income towards rent. At last count, there were over 160,000 homeless Californians.

A major cause of our housing crisis is the mismatch between the supply and demand for housing. According to the Roadmap Home 2030 (Housing CA and California Housing Partnership Corporation, 2021), to address this mismatch, California needs approximately 2.6 million units of housing. This includes 1.2 million units that are affordable to Californians making less than 80% of the area median income.

Local Planning and Approval of Housing: While local governments do not build housing, they have an outsized role in housing production. They must include plans and programs in their General Plan's housing element to facilitate housing production at all income levels. They are responsible for providing sufficient land to meet the demand for residential development, as determined through the state's Regional Housing Needs Allocation (RHNA). And they are responsible for reviewing and approving housing projects, while ensuring that any conditions they apply to the approval do not make it economically infeasible to build the housing.

The state's role in housing production is largely one of oversight and accountability. This role is mainly the responsibility of the Department of Housing and Community Development (HCD), which helps determine the housing needs for each region, oversees the distribution of those housing needs by regional councils of governments to the member cities and counties, and reviews and makes findings on local housing elements. HCD is also responsible for reviewing actions by local governments that it determines are inconsistent with an adopted housing

element. If HCD determines that such an action is not in substantial compliance, it has the ability to facilitate compliance, up to and including referring the local government to the office of the Attorney General for potential prosecution.

To facilitate better alignment between state and local goals around housing production, in recent years, the state has made a series of reforms to the RHNA process, housing element law, and the Housing Accountability Act (HAA). These reforms require local governments to plan for more housing units, ensure that their plans and policies reduce segregation and promote fair housing, and make it harder to disapprove compliant housing projects. However, there is currently no requirement for local governments to ensure during the eight-year planning period that their plans and programs are effective in meeting their policy goals, including that they result in meaningful progress towards meeting their share of the regional housing needs.

This bill would require local governments to have a mid-cycle housing element consultation with HCD if the housing production in their jurisdiction is below both their pro-rated regional housing share and below the regional average for all housing or housing affordable to lower income households. During the consultation, the local government and HCD would review and update, as necessary, all goals, policies, quantified objectives, financial resources, and scheduled programs. Additionally, local governments would need to ensure that all programs have enforceable actions and concrete timelines. This consultation would therefore serve as an opportunity to course-correct local plans and programs if housing production underperforms expectations. Failure by the local government to implement the proposed changes within a year of the consultation with HCD would result in the state finding that their housing element does not substantially comply with Housing Element law.

Pro-housing Local Policies: In 2019, the Legislature enacted legislation AB 101, (Committee on the Budget) Chapter 159, Statutes of 2019 that required HCD to designate cities and counties as pro-housing if their local policies facilitate the planning, approval, or construction of housing. "Pro-housing" jurisdictions will receive a competitive advantage in applying for certain state programs, including but not limited to the Affordable Housing and Sustainable Communities Program, Transformative Climate Communities Program, and the Infill Incentive Grant Program. HCD is required to adopt emergency regulations by July 1, 2021 to implement this requirement. As of the writing of this analysis, HCD has not published any preliminary information about their proposed approach to pro-housing regulations.

This bill would require local governments to attain HCD's pro-housing designation if the housing production in their jurisdiction is below both their pro-rated regional housing share and at least 10 percentage points below the regional average for all housing production. This will result in a greater number of cities having pro-housing policies. Failure by the local government to attain the pro-housing designation by HCD within a year would result in the state finding that their housing element does not substantially comply with Housing Element law.

Enforcement of the Housing Crisis Act of 2019: The Housing Crisis Act of 2019 SB 330 (Skinner), Chapter 654, Statutes of 2019 contained numerous provisions intended to expedite the permitting of housing in regions suffering the worst housing shortages and highest rates of displacement. This bill would add the Housing Crisis Act of 2019 to the list of housing laws that the Attorney General is empowered to enforce. The current list was created by AB 72 (Santiago), Chapter 370, Statutes of 2017. It already includes enforcement of housing element law, as well as enforcement of the Housing Accountability Act, "No Net Loss" provisions requiring local

governments to ensure adequate sites for housing to be available at all times for each income levels, Density Bonus Law, and prohibitions on housing discrimination.

According to the Author
"At the end of the day, the only way to solve the housing crisis is to put more roofs over people's heads. The housing element is one of the state's most critical tools to ensure that such housing production occurs. AB 215 is designed to make sure the process works and everyone is accountable to the plans they create. It would ensure that cities with underperforming housing production have the opportunity to review their plans and policies every four years, instead of every eight. Where production substantially lags behind peer cities, local governments would be required to ensure that they have adopted pro-housing policies, for which they will receive preferences for state funding programs. By increasing accountability at the local level, the state and cities can continue to work together to facilitate the necessary production of homes for Californians of all income levels."

Arguments in Support
Supporters of this bill argue that it would increase the accountability of local governments for complying with existing state law to promote housing production at all income levels. According to the California Housing Consortium (the bill's sponsor), "this legislation will not only improve the state's ability to keep tabs on affordable housing production, it will also offer timely, targeted support to jurisdictions falling behind their housing targets – helping every community stay on track to build the affordable housing California needs."

Arguments in Opposition
Opponents of this bill, such as the League of California Cities, argue that this bill is an intrusion into local control and self-determination, while noting that the state already has sufficient oversight capacity over housing elements. Specifically, they argue that the pro-housing designation is meant to be an incentive, not a mandatory requirement, and that the mid-cycle housing element review would mostly capture cities with a weak housing market.

FISCAL COMMENTS

According to the Assembly Committee on Appropriations:

1) HCD estimates ongoing costs of $1.4 million (General Fund) annually for additional positions to perform audit activities, develop guidance, review programs, monitor progress for and numerous other activities associated with mid-cycle consultations with local agencies. This estimate also includes staff to implement the new enforcement authority for the Housing Crisis Act of 2019.

2) Local costs are not reimbursable by the state because local agencies have authority to impose fees to cover their costs.

VOTES

ASM HOUSING AND COMMUNITY DEVELOPMENT: 5-0-3
YES: Chiu, Gabriel, Kalra, Quirk-Silva, Wicks
ABS, ABST OR NV: Seyarto, Kiley, Maienschein

ASM LOCAL GOVERNMENT: 7-0-1
YES: Aguiar-Curry, Lackey, Bloom, Ramos, Luz Rivas, Robert Rivas, Voepel
ABS, ABST OR NV: Boerner Horvath

ASM APPROPRIATIONS: 12-4-0
YES: Lorena Gonzalez, Calderon, Carrillo, Chau, Fong, Gabriel, Eduardo Garcia, Quirk, Robert Rivas, Akilah Weber, Holden, Luz Rivas
NO: Bigelow, Megan Dahle, Davies, Levine

UPDATED

VERSION: April 5, 2021

CONSULTANT: Steve Wertheim / H. & C.D. / (916) 319-2085 FN: 0000391

Date of Hearing: May 12, 2021

ASSEMBLY COMMITTEE ON APPROPRIATIONS
Lorena Gonzalez, Chair
AB 215 (Chiu) – As Amended April 5, 2021

Policy Committee:	Housing and Community Development	Vote:	5 - 0
	Local Government		7 - 0

Urgency: No State Mandated Local Program: Yes Reimbursable: No

SUMMARY:

This bill requires local jurisdictions that have made relatively low progress towards meeting their regional housing needs to have a mid-cycle housing element consultation with the Department of Housing and Community Development (HCD) and adopt pro-housing policies. Specifically, this bill:

1) Requires a local government to have a mid-cycle housing element consultation with HCD if the housing production in its jurisdiction is below both the local government's pro-rated regional housing share and below the regional average for all housing or housing affordable to lower-income households. During the consultation, the local government and HCD would review and update, as necessary, all goals, policies, quantified objectives, financial resources and scheduled programs. Failure by the local government to implement the proposed changes within one year would result in the state finding the local government's housing element out of substantial compliance with Housing Element law.

2) Requires a local government to attain HCD's pro-housing designation if the housing production in its jurisdiction is below both the local government's pro-rated regional housing share and at least 10 percentage points below the regional average for all housing production. Failure by the local government to attain the pro-housing designation by HCD within a year would result in the state finding the local government's housing element out of substantial compliance with Housing Element law.

3) Adds the Housing Crisis Act of 2019 to the list of housing laws that the Attorney General (AG) is empowered to enforce.

FISCAL EFFECT:

1) HCD estimates ongoing costs of $1.4 million (GF) annually for additional positions to perform audit activities, develop guidance, review programs, monitor progress for and numerous other activities associated with mid-cycle consultations with local agencies. This estimate also includes staff to implement the new enforcement authority for the Housing Crisis Act of 2019.

2) Local costs are not reimbursable by the state because local agencies have authority to impose fees to cover their costs.

COMMENTS:

1) **Purpose.** This bill seeks to facilitate the production of affordable housing by holding local governments accountable for achieving adequate progress toward their regional housing needs midway through the housing element cycle.

2) **Background.** Each city and county must include plans and programs in its General Plan's housing element to facilitate housing production at all income levels. Each is responsible for providing sufficient land to meet the demand for residential development, as determined through the state's Regional Housing Needs Allocation (RHNA), and is responsible for reviewing and approving housing projects, while ensuring any conditions it applies to the approval do not make building the housing economically infeasible.

   HCD is responsible for reviewing actions by a local government it determines are inconsistent with the local government's adopted housing element. If HCD determines an action is not in substantial compliance, it can facilitate compliance, including referring the local government to the Attorney General for potential prosecution.

   In recent years, the state has made a series of reforms to the RHNA process, housing element law and the Housing Accountability Act (HAA). These reforms require local governments to plan for more housing units, ensure their plans and policies reduce segregation and promote fair housing, and make it harder to disapprove compliant housing projects. There is no requirement, however, for a local government to ensure, during the eight-year planning period, its plans and programs are effective in meeting its policy goals or are resulting in meaningful progress towards meeting its share of the regional housing needs.

   This bill requires a local government to have a mid-cycle housing element consultation with HCD if housing production in its jurisdiction is below certain standards, and to take specified actions, if required, within one year of the consultation with HCD.

3) **Pro-housing Local Policies.** Existing law, enacted in 2019, requires HCD to designate cities and counties as pro-housing if their local policies facilitate the planning, approval or construction of housing. "Pro-housing" jurisdictions receive a competitive advantage in applying for certain state programs. HCD is required to adopt emergency regulations by July 1, 2021, to implement this requirement. This bill requires a local government to attain HCD's pro-housing designation if housing production in its jurisdiction is below both their pro-rated regional housing share and at least 10 percentage points below the regional average for all housing production.

4) **Housing Crisis Act of 2019.** The Housing Crisis Act of 2019 contained numerous provisions intended to expedite the permitting of housing in regions suffering the worst housing shortages and highest rates of displacement. This bill would add the Housing Crisis Act of 2019 to the list of housing laws that the AG is empowered to enforce. The current list includes housing element law, the Housing Accountability Act, Density Bonus Law and prohibitions on housing discrimination, among others.

5) **Arguments in Support.** Supporters, primarily housing advocates and developers, believe the bill will improve the state's ability to oversee affordable housing production and offer timely, targeted support to jurisdictions falling behind their housing targets. They argue this will help every community stay on track to build the affordable housing California needs.

6) **Arguments in Opposition.** Opponents, primarily cities and counties, question whether the "relative progress" metric is well-calibrated to produce the intended outcome. They note significant variation in local economies within the same housing regions and argue, in most cases, a lower rate of "relative progress" toward RHNA goals will simply be a reflection of these economic realities. They also dislike the intrusion into local control and worry the bill fosters and adversarial relationship between local governments and the state.

7) **Related Legislation.** AB 1398 (Bloom), of this legislative session, among other things, adds the expedited provision of adequate sites to the list of pro-housing local policies for HCD to consider in its regulations. AB 1398 is pending in this committee.

8) **Prior Legislation.**

AB 101 (Committee on the Budget), Chapter 159, Statutes of 2019, among other things, requires HCD to designate cities and counties as pro-housing if their local policies facilitate the planning, approval or construction of housing, and enables HCD to implement these through emergency regulations.

AB 72 (Santiago, Chiu), Chapter 370, Statutes of 2017, gives HCD authority to find a local government's housing element out of substantial compliance if it determines that the local government acts or fails to act in compliance with its housing element, and allows HCD to refer violations of law to the Attorney General.

Analysis Prepared by: Jennifer Swenson / APPR. / (916) 319-2081

Date of Hearing: April 28, 2021

ASSEMBLY COMMITTEE ON LOCAL GOVERNMENT
Cecilia Aguiar-Curry, Chair
AB 215 (Chiu) – As Amended April 5, 2021

SUBJECT: Housing element: regional housing need: relative progress determination.

SUMMARY: Requires jurisdictions with relatively low progress towards meeting their regional housing needs to have a mid-cycle housing element consultation with the Department of Housing and Community Development (HCD) and adopt pro-housing policies. Specifically, **this bill**:

1) Requires HCD to determine the relative progress of councils of government, subregions, and jurisdictions towards meeting their regional housing needs, as follows:

    a) The determination must occur during the fifth year and after the completion of each region's housing element planning period;

    b) The determination must be based on the information contained from jurisdictions' annual reports to HCD regarding implementation of the housing element;

    c) The determination must be made for all housing as well as for housing affordable to very low- and low-income households;

    d) By July 1 of the year the determinations are made, HCD must publish these determinations on its internet website; and

    e) This process only applies to jurisdictions with an eight-year housing element planning period.

2) Requires jurisdictions to undertake a mid-cycle housing element consultation with HCD as follows:

    a) A jurisdiction would be required to undertake the consultation if both of the following are determined during the fifth year of the housing element planning period (per the process described above in (1)):

        i) Its progress towards meeting its share of the regional housing need is less than its prorated share of the regional housing need; and,

        ii) Either its relative progress for all housing or housing affordable to very low- and low-income housing is less than that of the jurisdiction's affiliated council of governments or subregion;

    b) The consultation must include both of the following for the jurisdiction's housing element:

        i) Include a review and update, as necessary, of all goals, policies, quantified objectives, financial resources, and scheduled programs;

        ii) Ensure that all programs have enforceable actions and concrete timelines;

c) Specifies the timing and process for the consultation process, as follows:

i) HCD must notify jurisdictions by July 1 of their need to have the consultation;

ii) The consultation must occur within six months of the jurisdiction receiving the notice; and,

iii) Any revisions to the housing element required by HCD during the consultation must be completed within one year of the consultation;

d) Specifies that HCD may require a consultation of any jurisdiction that fails to submit a substantially compliant and timely annual report; and,

e) Requires that, if HCD determines that a jurisdiction has not complied with the requirements of the consultation process, HCD must find that their housing element does not substantially comply with Housing Element law.

3) Requires jurisdictions to attain a pro-housing designation from HCD as follows:

a) A jurisdiction would be required to undertake the consultation if its relative progress for all housing is at least 10 percentage points less than that of the jurisdiction's affiliated council of governments or subregion, as determined during the fifth year of the housing element planning period and upon completion of the housing element planning period (per the process described above in (1)).

b) Specifies the timing and process for attaining the pro-housing designation, as follows:

i) HCD must notify jurisdictions by July 1 of their need to attain the pro-housing designation;

ii) Any jurisdiction receiving this notice must attain the pro-housing designation from HCD by July 1 of the following year;

c) Specifies that HCD may require any jurisdiction that fails to submit a substantially compliant and timely annual report to attain the pro-housing designation; and,

d) Requires that, if a jurisdiction does not comply with the timeline for receiving the pro-housing designation, HCD must find that their housing element does not substantially comply with Housing Element law.

4) Requires HCD to notify any jurisdiction, and allows HCD to notify the office of the Attorney General, that the jurisdiction is in violation of state law if HCD finds that the local government has taken an action in violation of the Housing Crisis Act of 2019.

5) Provides that no reimbursement is required by this bill, pursuant to Section 6 of Article XIII B of the California Constitution, because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this bill.

EXISTING LAW:

1) Establishes Housing Element law (Government Code Section 65580 through 65589.11). This law provides that each city and county's fair share of housing is to be determined through the regional housing needs allocation (RHNA) process, which is composed of three main stages: (a) the Department of Finance and HCD develop regional housing needs estimates at four income levels: very low-income, low-income, moderate-income, and above moderate-icnome; (b) councils of government (COGs) allocate housing within each region based on these estimates (where a COG does not exist, HCD makes the determinations); and (c) cities and counties incorporate their allocations into their housing elements.

2) Establishes a process for HCD oversight of the housing element process (Government Code Section 65585), including the following requirements:

   a) The local government must submit their draft housing element to HCD for review;

   b) HCD must review and make findings on the draft housing element, including determining whether it substantially complies with housing element law;

   c) The local government must adopt their housing element, accounting for HCD's findings; and,

   d) HCD must review any action or failure to act by local governments that it determines is inconsistent with an adopted housing element, and HCD must notify any local government, and at its discretion the office of the Attorney General, if it determines that the jurisdiction is in violation of state law.

3) Requires each city and county to provide, by April 1 of each year, an annual report to HCD that includes the status of their general plan and progress in its implementation, including the progress in meeting its share of regional housing needs (Government Code Section 65400).

4) Requires HCD to establish a pro-housing designation for local jurisdictions (Government Code Section 65589.9) as follows:

   a) Defines "pro-housing local policies" to mean policies that facilitate the planning, approval, or construction of housing;

   b) Requires HCD to adopt emergency regulations to implement this provision by July 1, 2021;

   c) Requires HCD to designate jurisdictions as pro-housing pursuant to these emergency regulations; and,

   d) Requires that jurisdictions that have been designated pro-housing by HCD, and that have an adopted housing element that has been found by HCD to be in substantial compliance, must be awarded additional points or preference for applications for award cycles commenced after July 1, 2021 for programs identified in the regulations, including but not limited to the Affordable Housing and Sustainable Communities Program, the Transformative Climate Communities Program, and the Infill Incentive Grant Program of 2007.

5) Establishes the Housing Crisis Act of 2019 (Government Code Section 66300) which prohibits affected cities and counties, as specified, from the following:

    a) Enacting a development policy, standard, or condition that would have any of the following effects, as specified:

        i) Decreasing the development capacity in the jurisdiction, unless a simultaneous action was taken to enable an equal or greater amount of development elsewhere in the jurisdiction;

        ii) Imposing a moratorium or similar restriction or limitation on housing development;

        iii) Imposing or enforcing design standards established on or after January 1, 2020, that are not objective design standards; and

        iv) Limiting the number of project approvals, units developed, or population within the jurisdiction.

    b) Approving a housing development project that will require the demolition of residential dwelling units unless the project will create at least as many residential dwelling units as will be demolished, including in-kind replacement of units occupied by lower income households, as specified.

6) Requires HCD to notify any local government, and allows HCD to notify the office of the Attorney General, that the jurisdiction is in violation of state law if HCD finds that the local government has taken an action in violation of the following:

    a) The Housing Accountability Act;

    b) "No Net Loss" provisions requiring adequate sites for housing to be available at all times for each income levels;

    c) Density Bonus Law; or

    d) Prohibitions on housing discrimination.

FISCAL EFFECT: This bill is keyed fiscal and contains a state mandated local program.

COMMENTS:

1) **Author's Statement:** According to the author, "At the end of the day, the only way to solve the housing crisis is to put more roofs over people's heads. The housing element is one of the state's most critical tools to ensure that such housing production occurs. AB 215 is designed to make sure the process works and everyone is accountable to the plans they create. It would ensure that cities with underperforming housing production have the opportunity to review their plans and policies every four years, instead of every eight. Where production substantially lags behind peer cities, local governments would be required to ensure that they have adopted pro-housing policies, for which they will receive preferences for state funding programs. By increasing accountability at the local level, the state and cities can continue to work together to facilitate the necessary production of homes for Californians of all income levels."

2) **California Housing Crisis:** California is in the midst of a housing crisis. Only 27 percent of households can afford to purchase the median priced single-family home – 50 percent less than the national average. Over half of renters, and 80 percent of low-income renters, are rent-burdened, meaning they pay over 30 percent of their income towards rent. At last count, there were over 160,000 homeless Californians.

   A major cause of our housing crisis is the mismatch between the supply and demand for housing. According to the Roadmap Home 2030 (Housing CA and California Housing Partnership Corporation, 2021), to address this mismatch, California needs approximately 2.6 million units of housing. This includes 1.2 million units that are affordable to Californians making less than 80 percent of the Area Median Income.

3) **Local Planning and Approval of Housing:** While local governments do not build housing, they have an outsized role in housing production. They must include plans and programs in their General Plan's housing element to facilitate housing production at all income levels. They are responsible for providing sufficient land to meet the demand for residential development, as determined through the state's Regional Housing Needs Allocation (RHNA). And they are responsible for reviewing and approving housing projects, while ensuring that any conditions they apply to the approval do not make it economically infeasible to build the housing.

   The state's role in housing production is largely one of oversight and accountability. This role is mainly the responsibility of the Department of Housing and Community Development (HCD), which helps determine the housing needs for each region, oversees the distribution of those housing needs by regional councils of governments to the member cities and counties, and reviews and makes findings on local housing elements. HCD is also responsible for reviewing actions by local governments that it determines are inconsistent with an adopted housing element. If HCD determines that such an action is not in substantial compliance, it has the ability to facilitate compliance, up to and including referring the local government to the office of the Attorney General for potential prosecution.

   To facilitate better alignment between state and local goals around housing production, in recent years, the state has made a series of reforms to the RHNA process, housing element law, and the Housing Accountability Act (HAA). These reforms require local governments to plan for more housing units, ensure that their plans and policies reduce segregation and promote fair housing, and make it harder to disapprove compliant housing projects. However, there is currently no requirement for local governments to ensure during the eight-year planning period that their plans and programs are effective in meeting their policy goals, including that they result in meaningful progress towards meeting their share of the regional housing needs.

4) **Pro-housing Local Policies**: In 2019, the Legislature enacted legislation (AB 101, Committee on the Budget) that required HCD to designate cities and counties as pro-housing if their local policies facilitate the planning, approval, or construction of housing. "Pro-housing" jurisdictions will receive a competitive advantage in applying for certain state programs, including but not limited to the Affordable Housing and Sustainable Communities Program, Transformative Climate Communities Program, and the Infill Incentive Grant Program. HCD is required to adopt emergency regulations by July 1, 2021 to implement this

requirement. As of the writing of this analysis, HCD has not published any preliminary information about their proposed approach to pro-housing regulations.

5) **Enforcement of the Housing Crisis Act of 2019:** The Housing Crisis Act of 2019 (SB 330, Skinner, Chapter 654, Statutes of 2019) contained numerous provisions intended to expedite the permitting of housing in regions suffering the worst housing shortages and highest rates of displacement. To expedite housing production, these provisions included, for cities and counties in those regions, a prohibition on enacting rules that would decrease the development capacity in the city, set caps on development, or impose new non-objective design standards. To prevent displacement, the provisions of SB 330 banned these cities and counties from approving a housing development project that will require the demolition of residential dwelling units unless the project will create at least as many residential dwelling units as will be demolished, including in-kind replacement of units occupied by lower income households.

6) **Bill Summary.** This bill would require local governments to have a mid-cycle housing element consultation with HCD if the housing production in their jurisdiction is below both their pro-rated regional housing share and below the regional average for all housing or housing affordable to lower income households. During the consultation, the local government and HCD would review and update, as necessary, all goals, policies, quantified objectives, financial resources, and scheduled programs.

   This bill would additionally require local governments to attain HCD's pro-housing designation if the housing production in their jurisdiction is below both their pro-rated regional housing share and at least 10 percentage points below the regional average for all housing production.

   Finally this bill would add the Housing Crisis Act of 2019 to the list of housing laws that the Attorney General is empowered to enforce.

   This bill is sponsored by the California Housing Consortium.

7) **Arguments in Support.** The California Housing Consortium writes in support, "The housing and homelessness crises decades in the making and will require ongoing attention, intervention, and investment commensurate with the magnitude of the problem for years to come… This legislation will not only improve the state's ability to keep tabs on affordable housing production, it will also offer timely, targeted support to jurisdictions falling behind their housing targets — helping every community stay on track to build the affordable housing California needs.

8) **Arguments in Opposition.** The California State Association of Counties writes in opposition, "We are concerned with the additional mid-cycle housing element review process and question whether the 'relative progress' metric it relies upon is well-calibrated to produce the intended outcome. California's regions are incredibly diverse, with significant variation in local economies. Imperial County, with an unemployment rate of 15.9%, is in the same region as Ventura and Orange Counties, which each have a 5.8% rate, while unincorporated areas tend to have fewer areas served by urban infrastructure, fewer employment options, and other economic limitations that can make housing production lag compared to cities. In most cases, a lower rate of 'relative progress' toward RHNA goals will simply be a reflection of these economic realities."

9) **Double-Referral.** This bill was double-referred to the Housing and Community Development Committee, where it passed on a 5-0 vote on April 15, 2021

REGISTERED SUPPORT / OPPOSITION:

Support

California Housing Consortium [SPONSOR]
Bay Area Council
Bridge Housing Corporation
Calchamber
California Association of Realtors
California Yimby
California Building Industry Association
Chan Zuckerberg Initiative
Greenbelt Alliance
Habitat for Humanity California
Hello Housing
Housing Action Coalition
Lisc San Diego
Midpen Housing
Modular Building Institute
Non-profit Housing Association of Northern California
Sand Hill Property Company
Silicon Valley Community Foundation
Silicon Valley Leadership Group
Spur
Sv@home
Sv@home Action Fund
The Two Hundred
TMG Partners

Opposition

California Cities for Local Control
Catalysts
California State Association of Counties
League of California Cities
Mission Street Neighbors
New Livable California Dba Livable California
Riviera Homeowners Association
Rural County Representatives of California
Sustainable Tamalmonte
Urban Counties of California

Analysis Prepared by: Hank Brady / L. GOV. / (916) 319-3958

Date of Hearing: April 15, 2021

ASSEMBLY COMMITTEE ON HOUSING AND COMMUNITY DEVELOPMENT
David Chiu, Chair
AB 215 (Chiu) – As Amended April 5, 2021

SUBJECT: Housing element: regional housing need: relative progress determination

SUMMARY: Requires jurisdictions with relatively low progress towards meeting their regional housing needs to have a mid-cycle housing element consultation with the Department of Housing and Community Development (HCD) and adopt pro-housing policies. Specifically, **this bill**:

1) Requires HCD to determine the relative progress of councils of government, subregions, and jurisdictions towards meeting their regional housing needs, as follows:

    a) The determination must occur during the fifth year and after the completion of each region's housing element planning period;

    b) The determination must be based on the information contained from jurisdictions' annual reports to HCD regarding implementation of the housing element;

    c) The determination must be made for all housing as well as for housing affordable to very low- and low-income households;

    d) By July 1 of the year the determinations are made, HCD must publish these determinations on its internet website; and

    e) This process only applies to jurisdictions with an eight-year housing element planning period.

2) Requires jurisdictions to undertake a mid-cycle housing element consultation with HCD as follows:

    a) A jurisdiction would be required to undertake the consultation if both of the following are determined during the fifth year of the housing element planning period (per the process described above in (1)):

        i. Its progress towards meeting its share of the regional housing need is less than its prorated share of the regional housing need; and

        ii. Either its relative progress for all housing or housing affordable to very low- and low-income housing is less than that of the jurisdiction's affiliated council of governments or subregion.

    b) The consultation must include both of the following for the jurisdiction's housing element:

        i. Include a review and update, as necessary, of all goals, policies, quantified objectives, financial resources, and scheduled programs;

ii. Ensure that all programs have enforceable actions and concrete timelines.

c) Specifies the timing and process for the consultation process, as following:

i. HCD must notify jurisdictions by July 1 of their need to have the consultation;

ii. The consultation must occur within six months of the jurisdiction receiving the notice; and that

iii. Any revisions to the housing element required by HCD during the consultation must be completed within one year of the consultation.

d) Specifies that HCD may require a consultation of any jurisdiction that fails to submit a substantially compliant and timely annual report.

e) Requires that, if HCD determines that a jurisdiction has not complied with the requirements of the consultation process, HCD must find that their housing element does not substantially comply with Housing Element law.

3) Requires jurisdictions to attain a pro-housing designation from HCD as follows:

a) A jurisdiction would be required to undertake the consultation if its relative progress for all housing is at least 10 percentage points less than that of the jurisdiction's affiliated council of governments or subregion, as determined during the fifth year of the housing element planning period and upon completion of the housing element planning period (per the process described above in (1)).

b) Specifies the timing and process for attaining the pro-housing designation, as follows:

i. HCD must notify jurisdictions by July 1 of their need to attain the pro-housing designation;

ii. Any jurisdiction receiving this notice must attain the pro-housing designation from HCD by July 1 of the following year.

c) Specifies that HCD may require any jurisdiction that fails to submit a substantially compliant and timely annual report to attain the pro-housing designation.

d) Requires that, if a jurisdiction does not comply with the timeline for receiving the pro-housing designation, HCD must find that their housing element does not substantially comply with Housing Element law.

4) Requires HCD to notify any jurisdiction, and allows HCD to notice the office of the Attorney General, that the jurisdiction is in violation of state law if HCD finds that the local government has taken an action in violation of the Housing Crisis Act of 2019.

5) Provides that no reimbursement is required by this act because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act.

EXISTING LAW:

1) Establishes Housing Element law (Government Code Section 65580 through 65589.11). This law provides that each city and county's fair share of housing is to be determined through the regional housing needs allocation (RHNA) process, which is composed of three main stages: (a) the Department of Finance and the Department of Housing and Community Development (HCD) develop regional housing needs estimates at four income levels: very low-income, low-income, moderate-income, and above moderate-icnome; (b) councils of government (COGs) allocate housing within each region based on these estimates (where a COG does not exist, HCD makes the determinations); and (c) cities and counties incorporate their allocations into their housing elements.

2) Establishes a process for HCD oversight of the housing element process (Government Code Section 65585), including the following requirements:

   a) The local government must submit their draft housing element to HCD for review;

   b) HCD must review and make findings on the draft housing element, including determining whether it substantially complies with housing element law;

   c) The local government must adopt their housing element, accounting for HCD's findings; and

   d) HCD must review any action or failure to act by local governments that it determines is inconsistent with an adopted housing element, and HCD must notify any local government, and at its discretion the office of the Attorney General, if it determines that the jurisdiction is in violation of state law.

3) Requires each city and county to provide, by April 1 of each year, an annual report to HCD that includes the status of their general plan and progress in its implementation, including the progress in meeting its share of regional housing needs (Government Code Section 65400).

4) Requires HCD to establish a pro-housing designation for local jurisdiction (Government Code Section 65589.9) as follows:

   a) Defines "prohousing local policies" to mean policies that facilitate the planning, approval, or construction of housing;

   b) Requires HCD to adopt emergency regulations to implement this section by July 1, 2021;

   c) Requires HCD to designate jurisdictions as pro-housing pursuant to these emergency regulations; and

   d) Requires that jurisdictions that have been designated pro-housing by HCD, and that have an adopted housing element that has been found by HCD to be in substantial compliance, must be awarded additional points or preference for applications for award cycles

commenced after July 1, 2021 for programs identified in the regulations, including but not limited to the Affordable Housing and Sustainable Communities Program, the Transformative Climate Communities Program; and the Infill Incentive Grant Program of 2007.

5) Establishes the Housing Crisis Act of 2019 (Government Code Section 66300) which prohibits affected cities and counties, as specified, from the following:

   a) Enacting a development policy, standard, or condition that would have any of the following effects, as specified:

      i. Decreasing the development capacity in the jurisdiction, unless a simultaneous action was taken to enable an equal or greater amount of development elsewhere in the jurisdiction;

      ii. Imposing a moratorium or similar restriction or limitation on housing development;

      iii. Imposing or enforcing design standards established on or after January 1, 2020, that are not objective design standards; and

      iv. Limiting the number of project approvals, units developed, or population within the jurisdiction.

   b) Approving a housing development project that will require the demolition of residential dwelling units unless the project will create at least as many residential dwelling units as will be demolished, including in-kind replacement of units occupied by lower income households, as specified.

6) Requires HCD to notify any local government, and allows HCD to notice the office of the Attorney General, that the jurisdiction is in violation of state law if HCD finds that the local government has taken an action in violation of the following:

   a) The Housing Accountability Act;

   b) "No Net Loss" provisions requiring adequate sites for housing to be available at all times for each income levels;

   c) Density Bonus Law; or

   d) Prohibitions on housing discrimination (Government Code Section 65585).

FISCAL EFFECT: Unknown

COMMENTS:

Author's Statement: According to the author, "At the end of the day, the only way to solve the housing crisis is to put more roofs over people's heads. The housing element is one of the state's most critical tools to ensure that such housing production occurs. AB 215 is designed to make sure the process works and everyone is accountable to the plans they create. It would ensure that cities with underperforming housing production have the opportunity to review their plans and

policies every four years, instead of every eight. Where production substantially lags behind peer cities, local governments would be required to ensure that they have adopted pro-housing policies, for which they will receive preferences for state funding programs. By increasing accountability at the local level, the state and cities can continue to work together to facilitate the necessary production of homes for Californians of all income levels."

California Housing Crisis: California is in the midst of a housing crisis. Only 27 percent of households can afford to purchase the median priced single-family home – 50 percent less than the national average. Over half of renters, and 80 percent of low-income renters, are rent-burdened, meaning they pay over 30 percent of their income towards rent. At last count, there were over 160,000 homeless Californians.

A major cause of our housing crisis is the mismatch between the supply and demand for housing. According to the Roadmap Home 2030 (Housing CA and California Housing Partnership Corporation, 2021), to address this mismatch, California needs approximately 2.6 million units of housing. This includes 1.2 million units that are affordable to Californians making less than 80 percent of the Area Median Income.

Local Planning and Approval of Housing: While local governments do not build housing, they have an outsized role in housing production. They must include plans and programs in their General Plan's housing element to facilitate housing production at all income levels. They are responsible for providing sufficient land to meet the demand for residential development, as determined through the state's Regional Housing Needs Allocation (RHNA). And they are responsible for reviewing and approving housing projects, while ensuring that any conditions they apply to the approval do not make it economically infeasible to build the housing.

The state's role in housing production is largely one of oversight and accountability. This role is mainly the responsibility of the Department of Housing and Community Development (HCD), which helps determine the housing needs for each region, oversees the distribution of those housing needs by regional councils of governments to the member cities and counties, and reviews and makes findings on local housing elements. HCD is also responsible for reviewing actions by local governments that it determines are inconsistent with an adopted housing element. If HCD determines that such an action is not in substantial compliance, it has the ability to facilitate compliance, up to and including referring the local government to the office of the Attorney General for potential prosecution.

To facilitate better alignment between state and local goals around housing production, in recent years, the state has made a series of reforms to the RHNA process, housing element law, and the Housing Accountability Act (HAA). These reforms require local governments to plan for more housing units, ensure that their plans and policies reduce segregation and promote fair housing, and make it harder to disapprove compliant housing projects. However, there is currently no requirement for local governments to ensure during the eight-year planning period that their plans and programs are effective in meeting their policy goals, including that they result in meaningful progress towards meeting their share of the regional housing needs.

This bill would require local governments to have a mid-cycle housing element consultation with HCD if the housing production in their jurisdiction is below both their pro-rated regional housing share and below the regional average for all housing or housing affordable to lower income households. During the consultation, the local government and HCD would review and update,

as necessary, all goals, policies, quantified objectives, financial resources, and scheduled programs. Additionally, local governments would need to ensure that all programs have enforceable actions and concrete timelines. This consultation would therefore serve as an opportunity to course-correct local plans and programs if housing production underperforms expectations. Failure by the local government to implement the proposed changes within a year of the consultation with HCD would result in the state finding that their housing element does not substantially comply with Housing Element law.

Pro-housing Local Policies: In 2019, the Legislature enacted legislation (AB 101, Committee on the Budget) that required HCD to designate cities and counties as pro-housing if their local policies facilitate the planning, approval, or construction of housing. "Pro-housing" jurisdictions will receive a competitive advantage in applying for certain state programs, including but not limited to the Affordable Housing and Sustainable Communities Program, Transformative Climate Communities Program, and the Infill Incentive Grant Program. HCD is required to adopt emergency regulations by July 1, 2021 to implement this requirement. As of the writing of this analysis, HCD has not published any preliminary information about their proposed approach to pro-housing regulations.

This bill would require local governments to attain HCD's pro-housing designation if the housing production in their jurisdiction is below both their pro-rated regional housing share and at least 10 percentage points below the regional average for all housing production. This will result in a greater number of cities having pro-housing policies. Failure by the local government to attain the pro-housing designation by HCD within a year would result in the state finding that their housing element does not substantially comply with Housing Element law.

Enforcement of the Housing Crisis Act of 2019: The Housing Crisis Act of 2019 (SB 330, Skinner, Chapter 654, Statutes of 2019) contained numerous provisions intended to expedite the permitting of housing in regions suffering the worst housing shortages and highest rates of displacement. To expedite housing production, these provisions included, for cities and counties in those regions, a prohibition on enacting rules that would decrease the development capacity in the city, set caps on development, or impose new non-objective design standards. To prevent displacement, the provisions of SB 330 banned these cities and counties from approving a housing development project that will require the demolition of residential dwelling units unless the project will create at least as many residential dwelling units as will be demolished, including in-kind replacement of units occupied by lower income households.

This bill would add the Housing Crisis Act of 2019 to the list of housing laws that the Attorney General is empowered to enforce. The current list was created by AB 72 (Santiago, Chiu, Chapter 370, Statutes of 2017). It already includes enforcement of housing element law, as well as enforcement of the Housing Accountability Act, "No Net Loss" provisions requiring local governments to ensure adequate sites for housing to be available at all times for each income levels, Density Bonus Law, and prohibitions on housing discrimination.

Arguments in Support: Supporters of this bill argue that it would increase the accountability of local governments for complying with existing state law to promote housing production at all income levels. According to the California Housing Consortium (the bill's sponsor), "this legislation will not only improve the state's ability to keep tabs on affordable housing production, it will also offer timely, targeted support to jurisdictions falling behind their housing targets — helping every community stay on track to build the affordable housing California needs."

Arguments in Opposition: Opponents of this bill argue that this bill is an intrusion into local control and self-determination. According to California Cities for Local Control, "AB 215 unnecessarily burdens local planning efforts and fosters an adversarial relationship between local governments and the state."

Related Legislation:

AB 101 (Committee on the Budget), Chapter 159, Statutes of 2019: This bill, among other things, required HCD to designate cities and counties as pro-housing if their local policies facilitate the planning, approval, or construction of housing, and enabled HCD to implement these through emergency regulations.

AB 1398 (Bloom, 2021): This bill would, among other things, add expedited provision of adequate sites to the list of pro-housing local policies for HCD to consider in its regulations. This bill is currently pending hearing in this committee.

SB 330 (Skinner), Chapter 654, Statutes of 2019: This bill restricts, for a period of five years, actions by cities and counties that would reduce the production of housing, such as downzoning, caps on development or population, or adoption of non-objective design standards.

AB 72 (Santiago, Chiu), Chapter 370, Statutes of 2017: This bill gives HCD authority to find a local government's housing element out of substantial compliance if it determines that the local government acts or fails to act in compliance with its housing element, and allows HCD to refer violations of law to the Attorney General.

Double referred: This bill was also referred to the Assembly Committee on Local Government where it will be heard should it pass out of this committee.

REGISTERED SUPPORT / OPPOSITION:

Support

California Housing Consortium (Sponsor)
Abundant Housing LA
Bay Area Council
Bridge Housing Corporation
California Chamber of Commerce
California Apartment Association
California Association of Realtors
California Community Builders
California YIMBY
Casita Coalition
California Building Industry Association
Chan Zuckerberg Initiative
Council of Infill Builders
Greenbelt Alliance
Habitat for Humanity California

Hello Housing
Housing Action Coalition
LISC San Diego
MidPen Housing
Non-profit Housing Association of Northern California
Sand Hill Property Company
Silicon Valley Community Foundation
Silicon Valley Leadership Group
SPUR
SV@Home
The Two Hundred
TMG Partners
Individuals - 4

Opposition

California Cities for Local Control
Catalysts
Los Altos Residents
Mission Street Neighbors
Livable California
Riviera Homeowners Association
Sustainable TamAlmonte
Individuals - 96

Analysis Prepared by: Steve Wertheim / H. & C.D. / (916) 319-2085

Agenda Item No.: 10.C
Mtg. Date: 07/12/2021

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

FROM: **ASHFORD BALL, SENIOR MANAGEMENT ANALYST**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **DRONE POLICY. (DIERINGER)**

DATE: **July 12, 2021**

BACKGROUND:
In response to Mayor Bea Dieringer's request to discuss a drone policy for the City of Rolling Hills, it is the City Attorney's opinion that it would not be lawful for the City to ban drones; however, some limited regulations are permissible.

Both the cities of West Hollywood and Hermosa Beach included within their ordinances a requirement that drone owners obtain a permit. Some drone owners and organizations contend that this requirement is preempted by federal law, but the issue is not entirely clear and neither city has repealed that requirement. It is the principal provision that could be susceptible to challenge. By requiring a permit, the City has an idea (to the extent drone owners actually obtain the permit) who has drones in the City, which could improve the ability to cite violators.

CITY OF WEST HOLLYWOOD (WEHO):

9.30.040 Operating Requirements and Restrictions.

a. No person shall operate any model aircraft or civil UAS within the city in a manner that interferes with piloted aircraft, and model aircraft shall always give way to any piloted aircraft.

b. No person shall operate any model aircraft within the city beyond the visual line of sight of the person operating the model aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the model aircraft. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means that the operator has an unobstructed view of the model aircraft. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a “first-person view” from the model, do not constitute the visual line of sight of the person operating the model aircraft.

c. No person shall operate any model aircraft or civil UAS within the city other than during daylight hours defined as between official sunrise and official sunset for local time, unless proof of authorization to do so by the Federal Aviation Administration is provided to the city.

d. No person shall operate any model aircraft within the city more than four hundred feet above the earth's surface, unless proof of authorization to do so by the Federal Aviation Administration is provided to the city.

e. Excluding takeoff and landing, no person shall operate any model aircraft or civil UAS within the city closer than twenty-five feet to any individual, except the operator or the operator's helper(s).

f. No person shall operate any model aircraft or civil UAS within the city in a manner that is prohibited by any federal or state statute or regulation governing aeronautics, including, but not limited to, Public Utilities Code Section 21407 and Federal Aviation Rule 91.13.

g. No person shall operate any model aircraft or civil UAS within the city in violation of any temporary flight restriction or "Notice to Airmen" issued by the Federal Aviation Administration.

h. No person shall operate any model aircraft or civil UAS within the city to capture, record or transmit any visual image or audio recording of any person or private real property located in the city under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, inside a private office and inside a hotel room). This provision is intended to supplement, rather than duplicate, the prohibition against trespassing into the air space above the land of another person in order to capture any type of visual image or sound recording of a person engaging in a private, personal, or familial activity in a manner that is offensive to a reasonable person, pursuant to California Civil Code Section 1708.8.

i. Unless authorized by federal law, it shall be an infraction to knowingly and intentionally operate any model aircraft or civil UAS on the grounds of, or less than three hundred fifty feet above ground level within the airspace overlaying, a public or private school in the city providing instruction in kindergarten or grades 1 to 12, inclusive, during school hours and without the written permission of the school principal or higher authority, or designee, or equivalent school authority.

j. Unless authorized by federal law, it shall be an infraction to knowingly and intentionally use any model aircraft or civil UAS to capture images of public or private school grounds in the city providing instruction in kindergarten or grades 1 to 12, inclusive, during school hours and without the written permission of the school principal or higher authority, or designee, or equivalent school authority.

k. No person shall operate any model aircraft or civil UAS in a manner that interferes with firefighting, police activity or emergency response activity as detailed in California Penal Code Sections 148.2 and 402.

l. No person shall operate any model aircraft or civil UAS within the airspace overlaying a city park during a city-sponsored event in the park unless authorized to do so in the special event permit, City Hall, or a law enforcement or fire station within the city.

CTIY OF HERMOSA BEACH (HB):

9.38.040 Operating requirements and restrictions. SHARE

A. No person shall operate any model aircraft or civil UAS within the city in a manner that interferes with manned aircraft, and model aircraft shall always give way to any manned aircraft.

B. No person shall operate any model aircraft within the city beyond the visual line of sight of the person operating the model aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the model aircraft. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means that the operator has an unobstructed view of the model aircraft. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the model, do not constitute the visual line of sight of the person operating the model aircraft.

C. No person shall operate any model aircraft or civil UAS within the city other than during daylight hours defined as between official sunrise and official sunset for local time, unless proof of authorization to do so by the Federal Aviation Administration is provided to the city.

D. No person shall operate any model aircraft within the city more than four hundred (400) feet above the earth's surface, unless proof of authorization to do so by the Federal Aviation Administration is provided to the city.

E. Excluding takeoff and landing, no person shall operate any model aircraft or civil UAS within the city closer than twenty-five (25) feet to any individual, except the operator or the operator's helper(s).

F. No person shall operate any model aircraft or civil UAS within the city in a manner that is prohibited by any federal or state statute or regulation governing aeronautics, including but not limited to Public Utilities Code Section 24107 and Federal Aviation Rule 91.13.

G. No person shall operate any model aircraft or civil UAS within the city in violation of any temporary flight restriction or notice to airmen issued by the Federal Aviation Administration.

H. No person shall operate any model aircraft or civil UAS within the city to capture, record or transmit any visual image or audio recording of any person or private real property located in the city under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, inside a private office and inside a hotel room). This provision is intended to supplement, rather than duplicate, the prohibition against trespassing into the air space above the land of another person in order to capture any type of visual image or sound recording of a person engaging in a private, personal, or familial activity in a manner that is offensive to a reasonable person, pursuant to California Civil Code Section 1708.8.

I. Unless authorized by federal law, no person shall knowingly and intentionally operate any model aircraft or civil UAS on the grounds of, or less than three hundred fifty (350) feet above ground level within the airspace overlaying, a public school in the city providing instruction in kindergarten or grades one (1) to twelve (12), inclusive, during school hours and without the written permission of the school principal or higher authority, or his or her designee, or equivalent school authority.

J. Unless authorized by federal law, no person shall knowingly and intentionally use any model aircraft or civil UAS to capture images of public school grounds in the city providing instruction in

kindergarten or grades one (1) to twelve (12), inclusive, during school hours and without the written permission of the school principal or higher authority, or his or her designee, or equivalent school authority.

K. No person shall operate any model aircraft or civil UAS in a manner that interferes with firefighting, police activity or emergency response activity as detailed in California Penal Code Sections 148.2 and 402.

L. No person shall operate any model aircraft or civil UAS within the airspace overlaying the civic center complex or a city park or the beach during a scheduled special event unless authorized to do so in the special event permit.

M. No person shall operate any model aircraft or civil UAS within the city in a manner designed, intended or which serves to harass, stalk, vex, annoy, disturb, frighten, intimidate, injure, threaten, victimize or place in extreme mental or emotional distress any particular person, whether that person is located on public or private property. The conduct described in this subsection includes, but is not limited to, using a model aircraft or civil UAS to follow and film, video-record, live-stream or photograph a person who has not consented to such activity.

DISCUSSION:
If desired, the City Council could consider which of the provisions, from the WEHO or HB ordinances, to strike and which to modify and which to add to formulate the City of Rolling Hills drone ordinance.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive presentation from Mayor Dieringer.

ATTACHMENTS:
MuniCode9.38-HermosaBch.pdf

Chapter 9.38
DRONES, UNMANNED AIRCRAFT AND MODEL AIRCRAFT

Sections:

9.38.010 Purpose and findings.

9.38.020 Definitions.

9.38.030 Operating permit required.

9.38.040 Operating requirements and restrictions.

9.38.050 Violations.

9.38.060 Exemptions.

9.38.010 Purpose and findings.

The operation of unmanned aircraft such as model aircraft and civil unmanned aircraft systems ("UAS"), commonly known as drones, can at times pose a hazard to full-scale aircraft in flight and to persons and property on the ground. Imposing community-based safety requirements on the operation of model aircraft and imposing restrictions on the operation of both model aircraft and civil UASs consistent with federal aviation rules and state law is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of unmanned aircraft. (Ord. 16-1363 §1 (part), 2016)

9.38.020 Definitions.

The following words, phrases and terms as used in this chapter shall have the meanings indicated as follows:

"Civil UAS" shall mean an unmanned aircraft or unmanned aircraft system operated by any person for any purposes other than strictly hobby or recreational purposes, including, but not limited to, commercial purposes or in furtherance of, or incidental to, any business or media service or agency.

"Model aircraft" shall mean an unmanned aircraft or unmanned aircraft system operated by any person strictly for hobby or recreational purposes.

"Person" shall mean any individual, partnership, corporation, or joint venture.

"Public UAS" shall mean an unmanned aircraft or unmanned aircraft system operated by any public agency for government related purposes.

"Unmanned aircraft" shall mean an aircraft, including, but not limited to, an aircraft commonly known as a drone, that is operated without the possibility of direct human intervention from within or on the aircraft.

"Unmanned aircraft system" shall mean an unmanned aircraft and associated elements, including, but not limited to, any communication links and components that control the unmanned aircraft. (Ord. 16-1363 §1 (part), 2016)

9.38.030 Operating permit required.

A. Generally. An operating permit shall be required for every unmanned aircraft and unmanned aircraft system operated in the city. No person shall operate an unmanned aircraft or unmanned aircraft system in the city without first obtaining an operating permit and obtaining an identification number assigned by the city and submission of a copy of the certificate of aircraft registration/proof of ownership issued by the Federal Aviation Administration.

B. Applications. An application for a UAS operating permit shall be on a form provided by the city and show:

1. Name and phone number of the operator;

2. Make, model and serial or N-number of UAS to be permitted;

3. A description of proposed flight activity, including whether filming, taking of visual images and/or sound recording will occur;

4. Copy of certificate of aircraft registration/proof of ownership issued by the Federal Aviation Administration;

5. A signed statement certifying that the applicant knows how to operate the UAS and is aware of and agrees to operate it in full compliance with its operating instructions and with the provisions of this chapter and any other federal or state laws governing its operations;

6. A signed statement acknowledging that only the applicant may operate the UAS in the city;

7. A signed indemnification clause protecting the city from liability;

8. Such other information as may be requested by the city; and

9. Payment of an application filing fee in an amount as set forth in the city's master fee resolution. The filing fee for a UAS found to be operating in the city without a permit shall be tripled.

C. Placement. The permit sticker and identification number shall be placed on the body of the unmanned aircraft or unmanned aircraft system in a conspicuous location on the earth-facing surface of the device and in a manner clearly visible from the ground. Placement of stickers shall be subject to approval of the city or performed by the city.

D. Issuance of Permit. The permit will include a copy of the operating rules set forth in this chapter. Permits will be issued for a period of one (1) year and may be renewed annually upon filing of a renewal application and payment of a renewal fee as set forth in the city's master fee resolution. A permit shall not be issued if the applicant is found to have operated the UAS in violation of Section 9.38.040 or renewed if grounds exist for revocation.

E. Assignment. The permit is not assignable. No person other than the applicant may operate the UAS within the city.

F. Revocation. The permit may be suspended or revoked if the city manager, or his/her designee finds based on a preponderance of the evidence, after the permittee is afforded notice and an opportunity to be heard, that the permittee has violated any provision of this chapter. A decision by the city manager may be appealed to the city council; the decision of the council shall be final. (Ord. 16-1363 §1 (part), 2016)

9.38.040 Operating requirements and restrictions.

A. No person shall operate any model aircraft or civil UAS within the city in a manner that interferes with manned aircraft, and model aircraft shall always give way to any manned aircraft.

B. No person shall operate any model aircraft within the city beyond the visual line of sight of the person operating the model aircraft. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the model aircraft. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. Visual line of sight means that the operator has an unobstructed view of the model aircraft. The use of vision-enhancing devices, such as

binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the model, do not constitute the visual line of sight of the person operating the model aircraft.

C. No person shall operate any model aircraft or civil UAS within the city other than during daylight hours defined as between official sunrise and official sunset for local time, unless proof of authorization to do so by the Federal Aviation Administration is provided to the city.

D. No person shall operate any model aircraft within the city more than four hundred (400) feet above the earth's surface, unless proof of authorization to do so by the Federal Aviation Administration is provided to the city.

E. Excluding takeoff and landing, no person shall operate any model aircraft or civil UAS within the city closer than twenty-five (25) feet to any individual, except the operator or the operator's helper(s).

F. No person shall operate any model aircraft or civil UAS within the city in a manner that is prohibited by any federal or state statute or regulation governing aeronautics, including but not limited to Public Utilities Code Section 24107 and Federal Aviation Rule 91.13.

G. No person shall operate any model aircraft or civil UAS within the city in violation of any temporary flight restriction or notice to airmen issued by the Federal Aviation Administration.

H. No person shall operate any model aircraft or civil UAS within the city to capture, record or transmit any visual image or audio recording of any person or private real property located in the city under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy (including, but not limited to, inside a private office and inside a hotel room). This provision is intended to supplement, rather than duplicate, the prohibition against trespassing into the air space above the land of another person in order to capture any type of visual image or sound recording of a person engaging in a private, personal, or familial activity in a manner that is offensive to a reasonable person, pursuant to California Civil Code Section 1708.8.

I. Unless authorized by federal law, no person shall knowingly and intentionally operate any model aircraft or civil UAS on the grounds of, or less than three hundred fifty (350) feet above ground level within the airspace overlaying, a public school in the city providing instruction in kindergarten or grades one (1) to twelve (12), inclusive, during school hours and without the

written permission of the school principal or higher authority, or his or her designee, or equivalent school authority.

J. Unless authorized by federal law, no person shall knowingly and intentionally use any model aircraft or civil UAS to capture images of public school grounds in the city providing instruction in kindergarten or grades one (1) to twelve (12), inclusive, during school hours and without the written permission of the school principal or higher authority, or his or her designee, or equivalent school authority.

K. No person shall operate any model aircraft or civil UAS in a manner that interferes with firefighting, police activity or emergency response activity as detailed in California Penal Code Sections 148.2 and 402.

L. No person shall operate any model aircraft or civil UAS within the airspace overlaying the civic center complex or a city park or the beach during a scheduled special event unless authorized to do so in the special event permit.

M. No person shall operate any model aircraft or civil UAS within the city in a manner designed, intended or which serves to harass, stalk, vex, annoy, disturb, frighten, intimidate, injure, threaten, victimize or place in extreme mental or emotional distress any particular person, whether that person is located on public or private property. The conduct described in this subsection includes, but is not limited to, using a model aircraft or civil UAS to follow and film, video-record, live-stream or photograph a person who has not consented to such activity. (Ord. 16-1363 §1 (part), 2016)

9.38.050 Violations.

It shall be unlawful for any person to violate or fail to comply with this chapter. Any person violating the provisions of this chapter shall be guilty of a misdemeanor and subject to the provisions of Chapter 1.04. Any UAS or model aircraft found to be operated in violation of this chapter may be impounded and held as evidence in any enforcement proceeding brought under this chapter. An impounded UAS or model aircraft will be returned at the conclusion of any enforcement proceeding upon payment to the city of an impound fee as set forth in the city's master fee resolution. (Ord. 16-1363 §1 (part), 2016)

9.38.060 Exemptions.

The permit requirement set forth in Section 9.38.030 shall not apply to any civil UAS operated

pursuant to and in compliance with the terms and conditions of a valid city-issued film permit or special event permit with Federal Aviation Administration authorization or any public UAS operated pursuant to, and in compliance with, the terms and conditions of any current and enforceable authorization granted by the Federal Aviation Administration. (Ord. 16-1363 §1 (part), 2016)

The Hermosa Beach Municipal Code is current through Ordinance 21-1428U, passed March 23, 2021.

Disclaimer: The City Clerk's Office has the official version of the Hermosa Beach Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: https://www.hermosabeach.gov/
City Telephone: (310) 318-0204

Code Publishing Company

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.A
Mtg. Date: 07/12/2021

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

FROM: **STEPHANIE GRANT , ADMINISTRATIVE CLERK**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **FIRE FUEL ABATEMENT ENFORCEMENT CASES QUARTERLY REPORT FOR THE SECOND QUARTER OF 2021 (APRIL 1 THROUGH JUNE 30).**

DATE: **July 12, 2021**

BACKGROUND:
The Code Enforcement division provides quarterly updates on code enforcement and fuel abatement cases, which consist of active and closed cases. The attachments show active and closed cases on dead vegetation and code violations.

DISCUSSION:
During the second quarter of 2021 (April 1, 2021 through June 30, 2021), 8 new fire fuel abatement violation and 5 new code violation cases were opened. During that same period, 5 fire fuel abatement violation and 9 code violation cases were closed.

On June 30, 2021, the Code Enforcement division held its 2nd Quarter Fire Fuel meeting, via teleconference, with the City's fire fuel reduction partner agencies. The purpose of the meeting is to share information regarding fire fuel management activities from different agencies. The Palos Verdes Peninsula Land Conservancy (PVPLC) provided information regarding the City of Rolling Hills' current Fuel Load Reduction Project. According to the PVPLC, Phase II mowing will be completed in early July. Southern California Edison (SCE) is currently working on their annual tree trimming in the City. According to the project supervisor, Davey Tree will have five crews in the first two to three weeks of July performing routine line clearance for SCE. The RHCA, LA County Fire and LA County Agriculture were unable to attend last quarter's meeting because they are at the peak of their fuel abatement season.

The Los Angeles County Fire Department Station 56 just concluded their annual brush clearance inspections in Rolling Hills. On July 2, 2021, Code Enforcement Officer Stephanie Grant was able to join and ride along in the fire truck with the Station 56 fire crew to conduct residential brush clearance site inspections within the City. Captain Weaver explained the Fire Department's inspection and citation process, as well as assessing fire risks on residential properties and road easements.

The Block Captain program has had great success with the “Hardening the Home Inspections ”program. The inspections have been conducted by Trevor Moore of the Los Angeles County Fire Department of Forestry. To date, there have been a total of 55 homes inspected and there are 8 inspections scheduled for July 12, 2021.

In the first quarter of this year, City staff recommended purchasing a utility vehicle to help the Code Enforcement Officer access more sites and cover more areas to monitor for dead vegetation. Many of the reports staff receives about dead vegetation are from vantage points not available from road easements. Most are located along trails or in canyons visible from private properties only. Some of these sites are very difficult to access on foot, given the City's terrain and size. Currently, staff is relying on RHCA staff to provide rides to certain locations when they are available. In a few cases, staff has walked the trails to get to sites but it is time consuming and the distance covered is limited. Having access to a utility vehicle would safely allow for greater access and coverage in less time.

Staff has looked into different models of Kubota and reached out to RHCA for advise. RHCA has also offered to help in choosing the right vehicle to use in the City. The average MSRP for a Kubota utility vehicle is $15,000. RHCA uses Kubota RTV x1140 and its current MSRP is $16,999.

FISCAL IMPACT:
The cost to purchase and operate a utility vehicle is included in the adopted FY 21-22 Budget.

RECOMMENDATION:
City staff recommends that the City Council consider and approve the purchase of a utility vehicle and receive and receive and file the current quarterly report on code enforcement cases.

ATTACHMENTS:
2nd Quarter Report All Open Cases_07.12.21_v2.docx
2nd Quarter Report Closed Cases_071221.docx
All Open Cases Comprehensive Report_07.12.21_v1.docx

City of Rolling Hills INCORPORATED JANUARY 24, 1957
2 PORTUGUESE BEND ROAD ROLLING HILLS, CA 90274
(310) 377-1521 WWW.ROLLING-HILLS.ORG

Opened Cases

2nd Quarter Opened Cases 04/01/2021 - 06/30/2021

Case #	Case Date	Address of Violation	Description
224	6/29/2021	80 Saddleback Road	Dead vegetation
223	6/22/2021	1 Pinto Road	Dead Vegetation
222	6/28/2021	77 Portuguese Bend Road	Dead Vegetation
220	6/24/2021	19 Wideloop Road	Dead Vegetation
218	6/21/2021	1 Crest Road West	Dead Vegetation
217	6/21/2021	7 Pine Tree Lane	Dead Vegetation
216	6/17/2021	5 Johns Canyon Road	View
215	6/17/2021	17 Cinchring Road	Dead Vegetation
214	6/14/2021	8 Crest Road East	Importing dirt
213	6/11/2021	11 Upper Blackwater Canyon Road	Expired permit, illegal export of dirt
208	5/25/2021	6 Pine Tree Lane	Dead Vegetation
206	6/8/2021	2 El Concho Road	Planting trees, illegal construction
205	6/3/2021	1 Hackamore Road	Illegal construction, unpermitted

Total Records: 13 7/12/2021

ALL DEAD VEGETATION CASES ARE HIGHLIGHTED IN GREEN

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Closed Cases Report

2nd Quarter Closed 04/01/2021 - 06/30/2021

Case #	Case Date	Address of Violation	Description	Main Status	Case Closed
Group: 106.5.4 - Expiration.					
102	7/6/2020	8 Packsaddle Road West	Expired Permit	Closed	4/15/2021
56	7/2/2020	12 Georgeff Road	Expired Permit	Closed	4/15/2021
68	3/11/2020	2 Pheasant Lane	Expired Permit	Closed	4/15/2021
22	3/11/2020	18 Eastfield Drive	Expired Permit	Closed	4/15/2021
					Group Total: 4
Group: 15.18.050.A - Violations					
211	5/18/2021	21 Chuckwagon Road	Illegal work & no C&D permit	Closed	5/25/2021
					Group Total: 1
Group: 17.16.230 - Import and export of soil.					
212	6/16/2021	2 Spur Lane	Import of gravel;	Closed	6/22/2021
					Group Total: 1
Group: 6.24.010.C - Unlawful to keep an aggressive animal.					
207	4/27/2021	7 Chuckwagon Lane	Animal complaint	Closed	6/9/2021
					Group Total: 1
Group: 8.08.580 - Construction or demolition waste					
211	5/18/2021	21 Chuckwagon Road	Illegal work & no C&D permit	Closed	5/17/2021
					Group Total: 1
Group: 8.24.020 - Duty of owner or possessor of property.					
133	7/17/2020	65 Portuguese Bend Road	Property Maintenance	Closed	4/14/2021

Group: 8.30.010 - Dead or alive tumbleweeds and dead trees, shrubs, palm fronds or other plants as public nuisance.

182	4/1/2021	3 Lower Blackwater Canyon	Dead Vegetation	Closed	4/14/2021
180	3/26/2021	65 Eastfield Road	Dead Vegetation	Closed	4/15/2021
174	3/17/2021	55 Saddleback Road	Dead Vegetation	Closed	4/6/2021
169	2/23/2021	74 Saddleback Road	Dead Vegetation	Closed	6/28/2021
157	11/16/2020	77 Portuguese Bend Road	Dead Vegetation	Closed	4/15/2021

Group Total: 5

Total Records: 14

7/12/2021

**All Dead Vegetation are highlighted in green

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Opened Cases

All Open Cases 01/18/2018 - 06/30/2021

Case #	Case Date	Address of Violation	Description
218	6/21/2021	1 Crest Road West	Dead Vegetation
205	6/3/2021	1 Hackamore Road	Illegal construction, unpermitted.
223	6/22/2021	1 Pinto Road	Dead Vegetation
213	6/11/2021	11 Upper Blackwater Canyon Road	Expired permit, illegal export of dirt
153	10/22/2020	15 Portuguese Bend Road	View
215	6/17/2021	17 Cinchring Road	Dead Vegetation
220	6/24/2021	19 Wideloop Road	Dead Vegetation
138	8/11/2020	2 Appaloosa Lane	Dead Vegetation
206	6/8/2021	2 El Concho Road	Illegal construction
66	3/11/2020	2950 Palos Verdes Drive	Expired Permit
176	3/17/2021	49 Saddleback Road	Dead Vegetation
216	6/17/2021	5 Johns Canyon Road	View
175	3/17/2021	57 Saddleback Road	Dead Vegetation
208	5/25/2021	6 Pine Tree Lane	Dead Vegetation
173	3/11/2021	6 Possum Ridge Road	Dead Vegetation
5	6/24/2020	61 Eastfield Drive	Grading and Drainage
119	5/16/2019	67 Portuguese Bend Road	Illegal Construction
217	6/21/2021	7 Pine Tree Lane	Dead Vegetation
222	6/28/2021	77 Portuguese Bend Road	Dead Vegetation
179	3/25/2021	77 Saddleback Road	Dead Vegetation
214	6/14/2021	8 Crest Road East	Importing dirt
224	6/29/2021	80 Saddleback Road	Dead vegetation
161	1/27/2021	87 Crest Road East	Dead Vegetation

Total Records: 23 7/12/2021

*ALL DEAD VEGETATION CASES ARE HIGHLIGHTED IN GREEN