City of Rolling Hills INCORPORATED JANUARY 24, 1957

2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521

AGENDA | **CITY COUNCIL** | **CITY OF ROLLING HILLS**
Regular City Council Meeting | **Monday, March 27, 2023** | **7:00 PM**

The meeting agenda is available on the City's website. The City Council meeting will be live-streamed on the City's website. Both the agenda and the live-streamed video can be found here:
https://www.rolling-hills.org/government/agenda/index.php

Members of the public may 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.

Recordings to City Council meetings can be found here: https://www.rolling-hills.org/government/agenda/index.php

Next Resolution No. 1333 *Next Ordinance No. 380*

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

5. APPROVE ORDER OF THE AGENDA

This is the appropriate time for the Mayor or Councilmembers to approve the agenda as is or reorder.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Blue folder (supplemental) items are additional back up materials to administrative reports, changes to the posted agenda packet, and/or public comments received after the printing and distribution of the agenda packet for receive and file.

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

*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.*

8. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any Councilmember may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Councilmembers for discussion.

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 27, 2023

RECOMMENDATION: Approve.
CL_AGN_230327_CC_AffidavitofPosting.pdf

8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA
RECOMMENDATION: Approve.

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: MARCH 13, 2023
RECOMMENDATION: Approve as presented.
CL_MIN_230313_CC_F.pdf

8.D. PAYMENT OF BILLS.
RECOMMENDATION: Approve as presented.
CL_AGN_230327_CC_PaymentOfBills_E.pdf

8.E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR FEBRUARY 2023
RECOMMENDATION: Receive and file.
VC_REP_230320_February_YTD_TonnageReport.pdf

8.F. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 13, 2023
RECOMMENDATION: Approve as presented.
CL_MIN_230213_CC_F_A.pdf

8.G. RECEIVE AND FILE THE ANNUAL PROGRESS REPORT FOR THE HOUSING ELEMENT.
RECOMMENDATION: Receive and file.
RollingHills2022.pdf

8.H. APPROVE AREA G'S EVERBRIDGE CONTRACT RENEWAL FOR USE WITH THE ALERT SOUTH BAY NOTIFICATION SYSTEM
RECOMMENDATION: Approve as presented.
PS_ARG_230322_Everbridge_3YearCosts.pdf
PS_ARG_230322_DM_JPA_Everbridge_2023_Final_E.pdf

8.I. ADOPT BY RESOLUTION NO. 1332 AUTHORIZING A BUDGET MODIFICATION OF $3,125 FOR EC CONSTRUCTION VIDEO INSPECTION OF THE MIDDLERIDGE LANE NORTH/SOUTH DRAINAGE SYSTEM
RECOMMENDATION: Approve as presented.
ResolutionNo1332_ECC_MiddleridgeVideoServices_BudgetAmendment.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

10.A. ZONING CASE NO. 23-003: REQUEST FOR APPROVAL OF A SITE PLAN REVIEW FOR NON-EXEMPT GRADING AND CONDITIONAL USE PERMIT FOR A PROPOSED 960-SQUARE-FOOT STABLE WITH 480-SQUARE-FOOT COVERED PORCH TO EXCEED THE ALLOWABLE 200-SQUARE-FOOT MAXIMUM LOCATED AT 74 PORTUGUESE BEND ROAD, (LOT 37-FT)

(WILSON), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
RECOMMENDATION: Receive and file.
Attachment 2. Radius Map_74 Portuguese Bend Road_ZC23-003
Attachment 3. Resolution No. 2023-01_74 Portuguese Bend Road_ZC23-003
74_Portuguese_Bend_Site_Plan_2-15-23_a.pdf
230208_74PortugueseBend_RoadSPR_CUP_Development_Table_Wilson.pdf

11. PUBLIC HEARINGS

12. OLD BUSINESS

12.A. DISCUSSION AND CONSIDERATION OF THE TECHNICAL MEMORANDUM FROM PACIFIC ARCHITECTURE AND ENGINEERING INC., ON OPTIONS TO REPLACE THE EXISTING CITY HALL CAMPUS EMERGENCY STANDBY DIESEL GENERATOR AND PROVIDE DIRECTION TO STAFF
RECOMMENDATION: Staff recommends that the City Council choose one option and provide direction to staff.
20221215_Gen Vs Solar memo_V1.pdf

12.B. CONSIDERATION OF THREE SELECTED LOCATIONS FOR THE OUTDOOR SIREN PROJECT TO PERFORM SOUND PROPAGATION ANALYSIS AND APPROVE AMENDED AGREEMENT WITH HQE IN THE AMOUNT OF $4,195
RECOMMENDATION:

Approve as presented.

CL_AGN_230213_HQE_Amendment03.pdf
CL_AGN_230213_CC_HQE_ScopeOfWork2_221020.pdf
CL_AGN_230213_CC_3 Potential Sirens Locations.pdf

13. NEW BUSINESS

13.A. FINANCE COMMITTEE RECOMMENDATIONS REGARDING FEES AND THE FISCAL YEAR 2023/24 BUDGET FROM THE MEETING OF MARCH 9, 2023
RECOMMENDATION: Staff recommends the City Council:

A. Receive a report from staff on the recommendations of the Finance Committee regarding the following items stemming from the March 9, 2023 Finance COmmittee meeting:
a. Publication/Noticing Fees
b. False Alarm Fees
c. Balancing measures for the Fiscal Year 2023/24 General Fund budget;

B. Adopt Resolution No. 1333 adding a $750 fee for publication/noticing fees applicable to private development projects and eliminating false alarm fees; and

C. Provide staff with direction regarding refuse rates for purposes of potential noticing requirements for City residents.

CL_AGN_230327_CC_ProposedBalancingStrategy.pdf
ResolutionNo1333_FeeSchedule_FY23-24_AdvertisingFee.pdf

ResolutionNo1297_FeeSchedule_FY22-23_CTV_Update_E.pdf

13.B. DISCUSS AND APPROVE PROPOSED IMPROVEMENTS TO THE ROLLING HILLS COMMUNITY ASSOCIATION BUILDING INCLUDING A REMODEL AND ADDITION
RECOMMENDATION: Approve as proposed.
PL_ADR_1PBR_Plans_RHCA_building_improvements_3-1updated.pdf
PL_ADR_1PBR_Calculations.pdf

13.C. RECEIVE AND FILE A REPORT ON THE MARCH 9, 2023 THE PENINSULA PUBLIC SAFETY (PPSC) AND THE PENINSULA REGIONAL CONTRACT LAW COMMITTEE MEETINGS AND PROVIDE DIRECTION TO STAFF ON COUNCILMEMBER DIERINGER'S MOTION TO THE PPSC COMMITTEE
RECOMMENDATION: Receive and file and provide direction to staff.
CL_AGN_230309_PPSC_Agenda_F.pdf
CL_AGN_230309_RCL_Agenda_F.pdf

13.D. DEVELOPMENT OF POLICIES FOR REFUSE SERVICE BILLINGS
RECOMMENDATION: That Council consider adopting policies or an ordinance governing the billing for refuse services provided to City residents.

14. MATTERS FROM THE CITY COUNCIL

15. MATTERS FROM STAFF

15.A. RECEIVE AND FILE UPDATE ON FEMA HAZARD MITIGATION GRANT PROGRAM AND NEW ROUND OF FUNDING (VERBAL REPORT)
RECOMMENDATION: Receive and file.

15.B. RECEIVE AND FILE PROJECT STATUS REPORTS FOR THE CITY HALL HVAC REPAIR PROJECT, MIDDLERIDGE STORM DRAIN REPAIR AND DIESEL STANDBY GENERATOR REMOVAL
RECOMMENDATION: Receive and file.

16. RECESS TO CLOSED SESSION

16.A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
RECOMMENDATION: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 potential case)

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT
Next regular meeting: Monday, April 10, 2023 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.: 8.A
Mtg. Date: 03/27/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 27, 2023

DATE: March 27, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_230327_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 1707 **Meeting Date**: 03/27/2023

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 27, 2023

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations below.

Legislative Body	City Council
Posting Type	Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php
Meeting Date & Time	March 27, 2023 7:00pm Open Session

As City Clerk of the City of Rolling Hills, I declare under penalty of perjury, the document noted above was posted at the date displayed below.

Christian Horvath, City Clerk

Date: March 24, 2023

Agenda Item No.: 8.B
Mtg. Date: 03/27/2023

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

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

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

SUBJECT: **APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA**

DATE: **March 27, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 03/27/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE THE FOLLOWING CITY COUNCIL MINUTES: MARCH 13, 2023

DATE: March 27, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_230313_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, March 13, 2023
Regular Meeting 7:00 p.m.

1. CALL TO ORDER

The City Council of the City of Rolling Hills met in person on the above date at 7:00 p.m. Mayor Wilson presiding.

2. ROLL CALL

Councilmembers Present:	Black, Dieringer, Mayor Pro Tem Mirsch, Mayor Wilson
Councilmembers Absent:	Pieper
Staff Present:	Elaine Jeng, City Manager
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	John Signo, Planning & Community Services Director
	Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Boy Scout Greg Willis

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Mayor Wilson requested to move Item 14B up after Consent. Councilmember Mirsch requested to move 14A up as well. Mayor Wilson asked for consent by the Council and received unanimous support.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Councilmember Black, seconded by Councilmember Dieringer to receive and file Blue Folder Item for 14A. Motion carried unanimously with the following vote:

AYES:	Black, Dieringer, Mirsch, Mayor Wilson
NOES:	None
ABSENT:	Pieper

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Jonathan Beutler; the City Clerk read a letter from Christa Hawkins into the record

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 13, 2023

8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 27, 2023

8.D. PAYMENT OF BILLS

8.E. RECEIVE AND FILE THE ANNUAL PROGRESS REPORTS FOR THE GENERAL PLAN

8.F. ADOPT BY RESOLUTION NO. 1331 AUTHORIZING A BUDGET MODIFICATION OF $7,390.58 FOR LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS VIDEO INSPECTION OF THE MIDDLERIDGE LANE NORTH/SOUTH DRAINAGE SYSTEM AND SUBSEQUENT RECOMMENDATIONS BASED ON FINDINGS SPECIFIC TO THE VIDEO EVALUATION PERFOMED IN 2022

Motion by Councilmember Black, seconded by Councilmember Dieringer to approve Consent Calendar with a correction to Item 8C, the February 27, 2023 Minutes. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

9. EXCLUDED CONSENT CALENDAR ITEMS – NONE

Mayor Wilson moved to Item 14B.

14. MATTERS FROM THE CITY COUNCIL

14.B. STORM IMPACTS TO THE COMMUNITY ON THE WEEKEND OF FEBRUARY 24, 2023 (MAYOR PRO TEM MIRSCH)

Introduction by City Manager Elaine Jeng, Mayor Pro Tem Mirsch

Public Comment: Marian Visco, Debra Schrader, Alfred Visco

Mayor Wilson reported out on his meeting with City Manager Jeng, RHCA Board Member Smith and RHCA Manager

No action taken.

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS – NONE

Mayor Wilson moved to Old Business. Without objection, so ordered.

12. OLD BUSINESS

12.A. ACCEPT BID PROPOSAL FROM EC CONSTRUCTION FOR EMERGENCY STORM DRAIN REPAIRS AND LINING AT OR NEAR 1 MIDDLERIDGE LANE SOUTH TO 3 MIDDLERIDGE LANE NORTH; ADOPT BY RESOLUTION NO. 1327 APPROVING THE EMERGENCY WORK; ADOPT BY RESOLUTION NO. 1328 AUTHORIZING A BUDGET MODIFICATION OF $450,742.50; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA

Presentation by City Clerk / Executive Assistant to the City Manager Christian Horvath

Motion by Councilmember Black, seconded by Councilmember Mayor Pro Tem Mirsch to approve as presented. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

12.B. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO AC PROS FOR THE CITY HALL HEATING, VENTILATION AND AIR CONDITIONING PROJECT #2023-01 FOR AN AMOUNT OF $188,750; ADOPT BY RESOLUTION NO. 1329 AUTHORIZING A BUDGET MODIFICATION OF $207,625; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA

Presentation by City Manager Elaine Jeng

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Dieringer to approve as presented. Motion carried with the following vote:

AYES: Dieringer, Mirsch, Mayor Wilson
NOES: Black
ABSENT: Pieper

12.C. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO UNLIMITED ENVIRONMENTAL, INC. FOR THE DEMOLITION PACKAGE FOR: STANDBY GENERATOR REMOVAL, WATERPROOF REMOVAL, & ELECTRICAL SERVICES PROJECT #2023-02 AT AN AMOUNT OF $54,700; ADOPT BY RESOLUTION NO. 1330 AUTHORIZING A BUDGET MODIFICATION OF $60,170; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA

Presentation by City Manager Elaine Jeng

Motion by Councilmember Black, seconded by Councilmember Dieringer to approve as presented minus the contingency. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

14. MATTERS FROM THE CITY COUNCIL

14.A. DISCUSS SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) MEMBERSHIP DUES (MAYOR WILSON)

Presentation by Mayor Wilson

Public Comment: Alfred Visco, Greg Willis

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Black to request the SBCCOG use a formula which ensures that the City of Rolling Hills arrives at a not-to-exceed dues amount of $1,000; and if the SBCCOG Board does not accept this dues formula proposal, staff will return to the City Council with a procedural item to formally leave the SBCCOG as a member agency. Motion carried with the following vote:

AYES: Black, Mirsch, Mayor Wilson

NOES: Dieringer
ABSENT: Pieper

The agreed upon formula is using SBCCOG Scenario 3 projected dues ($498,336) divided by total SBCCOG membership population (1,017,441.) to arrive at the unit rate of $0.48 per capita. Using a population of 1,939 for Rolling Hills, the annual membership dues for Rolling Hills would be $931.00.

15. MATTERS FROM STAFF

City Clerk / Executive Assistant to the City Manager Christian Horvath reported on the Special Newsletter mailed March 9, 2023 correcting errors specific to the public notices Los Angeles County Fire sent to residents regarding Annual Brush Clearance Requirements.

16. RECESS TO CLOSED SESSION – NONE

17. RECONVENE TO OPEN SESSION – NONE

18. ADJOURNMENT: 8:57 P.M.

The meeting was adjourned at 8:57 p.m on March 13, 2023. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, March 13, 2023 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 link at: https://www.rolling-hills.org/government/agenda/index.php

All written comments submitted are included in the record and available for public review on the City website.

Respectfully submitted,

_____
Christian Horvath, City Clerk

Approved,

_____
Patrick Wilson, Mayor

Agenda Item No.: 8.D
Mtg. Date: 03/27/2023

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

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

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

SUBJECT: **PAYMENT OF BILLS.**

DATE: **March 27, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230327_CC_PaymentOfBills_E.pdf

CITY OF ROLLING HILLS
AP23-023, AP23-023A, ACH23-039 & ACH23-040
Check Run 03/22/2023

Check No.	Check Date	Payee	Description	Amount
028051	3/22/2023	Best Best & Krieger LLP	Professional Services Febuary 2023	1,995.00
028052	3/22/2023	Black Box Audio Video Services	Electrical Maintenence& Installation Services	250.00
028053	3/22/2023	Torrance Daily Breeze	Advertising	538.84
028054	3/22/2023	E. C. CONSTRUCTION	Video Storm Drain 1 Middleridge, Flag Man Traffic Cntrl	3,125.00
028055	3/22/2023	ICARUS	CND Refund 1 Chestnut March 2023	1,000.00
028056	3/22/2023	Konica Minolta Business Solutions USA Inc.	Maintenenece 2.11.23-3.10.23	424.86
028057	3/22/2023	County of Los Angeles	Services January 2023 Middleridge Drainage	3,890.58
028057	3/22/2023	County of Los Angeles	Services Through Dec 2022	108.58
028057	3/22/2023	County of Los Angeles	Services Through Jan 2023	907.81
CHECK TOTAL			**$ 4,906.97**	
028058	3/22/2023	LA County Sheriff's Department	Feb 2023 Law Enforcement Services	31,092.99
028058	3/22/2023	LA County Sheriff's Department	Traffic Enforcement 2.19.23-2.27.23	1,748.82
CHECK TOTAL			**$ 32,841.81**	
028059	3/22/2023	LEAH MIRSCH	Brown ACT Training	75.00
028060	3/22/2023	McGowan Consulting	Consulting Feb 2023	5,777.10
028061	3/22/2023	Onward Engineering	Storm Hill Lane Dry Sewer Construction Management	962.50
028062	3/22/2023	Rogers, Anderson, Malody & Scott, LLP	Preparation of 2022 1099	165.00
028063	3/22/2023	Robert Half	Temp Services week of 02/03/2023	1,445.10
028063	3/22/2023	Robert Half	Temp Services Week of 3.17.23	1,448.00
028063	3/22/2023	Robert Half	Temp Services week of 3.3.23	1,454.33
CHECK TOTAL			**$ 4,347.43**	
028064	3/22/2023	S & K Consulting services	Engineering Services Provided for HVAC Repair	3,150.00
028065	3/22/2023	Sterling	Services Rendered Febuary2023	150.75
028076	3/23/2023	Southern California Edison	DR4344 PJ0526 Crest Rd OH Removal	5,367.04
028076	3/23/2023	Southern California Edison	DR4344 PJ0526 Crest Rd UG Install	190,736.05
CHECK TOTAL			**$ 196,253.84**	
028077	3/23/2023	Texas Child Support SDU	Withholding Order PR Ending 03-21-23	163.15
ACH-191	2/10/2023	ICMA	ICMA Payroll Ending 02-07-23	1,991.47
ACH-192	2/28/2023	CalPERS	PERS Payroll Ending 02-07-23	3,717.26
ACH-193	2/24/2023	ICMA	ICMA Payroll Ending 02-21-23	1,530.34
ACH-194	3/10/2023	CalPERS	PERS Payroll Ending 02-21-23	3,259.80
ACH-195	3/23/2023	CalPERS	PERS Health Premiums February 2023	12,179.90
ACH-196	3/23/2023	CalPERS	ACH March Payments	12,179.90
ACH-198	3/7/2023	Southern California Edison	Electricity Usage 01-24-23 to 02-21-23 Acct #8030	1,002.40
PR LINK	3/7/2023	PR LINK - Payroll & PR Taxes PR#5	Payroll Processing Fee PR#5 02/22/2023 - 03/07/2023	56.36
PR LINK	3/7/2023	PR LINK - Payroll & PR Taxes PR#5	Pay Period - PR#5 02-22-2023 - 03-07-2023	24,816.80
				$ 316,710.73

Check No.	Check Date	Payee	Description	Amount

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

$ 316,710.73 for the payment of above items.

03/23/2023

Elaine Jeng, P.E., City Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 03/27/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR FEBRUARY 2023

DATE: March 27, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
VC_REP_230320_February_YTD_TonnageReport.pdf

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE

2023

Year 2023
Franchise Y/N Y

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan	Greenwaste	75.94	75.94	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	4.76	4.76	-	100.00%
	Trash	180.77	-	180.77	0.00%
Jan Total		261.47	80.70	180.77	30.86%
Feb	Greenwaste	84.50	84.50	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	11.62	11.62	-	100.00%
	Trash	133.45	-	133.45	0.00%
Feb Total		229.57	96.12	133.45	41.87%
Grand Total		491.04	176.82	314.22	36.01%

CITY OF ROLLING HILLS NON-FRANCHISE
2023

Year 2023
Franchise Y/N N

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan	Recycle	0.41	0.19	0.21	47.92%
	Trash	68.77	-	68.77	0.00%
	Organics	0.03	0.01	0.02	20.85%
Jan Total		69.20	0.20	69.00	0.29%
Feb	Recycle	0.15	0.07	0.08	47.28%
	Trash	84.23	-	84.23	0.00%
	Organics	0.16	0.07	0.09	42.47%
Feb Total		84.54	0.14	84.40	0.17%
Grand Total		153.74	0.34	153.40	0.22%

Agenda Item No.: 8.F
Mtg. Date: 03/27/2023

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

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

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

SUBJECT: **APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 13, 2023**

DATE: **March 27, 2023**

BACKGROUND:
At the February 27, 2023 City Council meeting, this item was ultimately tabled with the intent of adding it to the March 27, 2023 agenda when all five Councilmembers would be in attendance.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_230213_CC_F_A.pdf

Minutes
Rolling Hills City Council
Monday, February 13, 2023
Regular Meeting 7:00 p.m.

1. CALL TO ORDER

The City Council of the City of Rolling Hills met in person on the above date at 7:02 p.m. Mayor Wilson presiding.

2. ROLL CALL

Councilmembers Present:	Dieringer, Pieper, Mayor Pro Tem Mirsch, Mayor Wilson
Councilmembers Absent:	None
Staff Present:	Elaine Jeng, City Manager
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	John Signo, Planning & Community Services Director
	Robert Samario, Finance Director
	Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Mayor Wilson

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Without objection, Mayor Wilson moved Item 13.A to just after the Consent Calendar.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Councilmember Pieper, seconded by Councilmember Black to receive and file Blue Folder Items for 8G and 12B. Motion carried unanimously with the following vote:

AYES:	Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES:	None
ABSENT:	None

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Beth Howell, Judy Martin, Sue Breiholz

Mayor Wilson requested agendizing a discussion regarding the 3-rail fence and campus landscape design for the February 27, 2023 City Council meeting.

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 13, 2023

8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JANUARY 23, 2023

8.D. PAYMENT OF BILLS

8.E. ADOPT BY RESOLUTION NO. 1325 AUTHORIZING A BUDGET MODIFICATION OF $23,670; APPROVE AN AMENDED AGREEMENT WITH NV5 TO PHASE THE 8" SEWER MAIN ENGINEERING PLANS FOR $23,670 AND AUTHORIZE THE CITY MANAGER TO EXECUTE

8.F. ADOPT BY RESOLUTION NO. 1326 AUTHORIZING A BUDGET MODIFICATION OF $5,000 FOR BOLTON ENGINEERING FOR THE TENNIS COURT ADA IMPROVEMENT PROJECT

8.G. PULLED BY COUNCILMEMBER DIERINGER

8.H. PULLED BY COUNCILMEMBER DIERINGER

8.I. PULLED BY COUNCILMEMBER DIERINGER

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to approve Consent Calendar except Items 8G, 8H and 8I. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

9. EXCLUDED CONSENT CALENDAR ITEMS

8.G. APPROVE A WELLNESS PROGRAM FOR CITY STAFF

Motion by Councilmember Black, seconded by Councilmember Mirsch to approve as presented. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

8.H. APPROVE BENNETT LANDSCAPING PROPOSALS TO REPAIR AND REPLACE ONE PRESSURE REGULATOR AND LEAKY VALVE, CORRECT IRRIGATION ISSUES, PROVIDE GOPHER ABATEMENT, LANDSCAPE DESIGN, TREE REMOVAL, AND LANDSCAPE IMPROVEMENTS

Public Comment: Sean Bennett

Motion by Councilmember Black, seconded by Councilmember Dieringer to approve as presented. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

Motion by Councilmember Dieringer, seconded by Councilmember Black for reconsideration amending the original motion to include direction to the City Manager regarding checking with Cal Water about potential no-cost turf replacement programs. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

8.I. RECEIVE AND FILE A PRESENTATION OF THREE SELECTED LOCATIONS FOR THE OUTDOOR SIREN PROJECT TO PERFORM SOUND PROPAGATION ANALYSIS AND APPROVE AMENDED AGREEMENT WITH HQE IN THE AMOUNT OF $4,195

Councilmember Dieringer provided materials and a proposal from Genasys, another siren vendor.

Motion by Councilmember Pieper, seconded by Councilmember Black to receive and file. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

Public Comment: Arlene Honbo, Sue Breiholz

Motion by Councilmember Pieper, seconded by Councilmember Black to table this item until the March 13, 2023 City Council meeting and direct the City Manager to give a report on the City of Rolling Hills' progress thus far related to the Siren project with HQE and gauge interest from the other Peninsula cities at the March 9, 2023 Peninsula Public Safety Committee. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS – NONE

13. NEW BUSINESS

13.A. FISCAL YEAR 2022/23 MID-YEAR REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2022

Presentation by Finance Director Robert Samario

Public Comment: Arlene Honbo

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to receive and file. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

12. OLD BUSINESS

12.A. CONSIDER AND APPROVE THE UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS FOR 2023

Presentation by City Clerk / Executive Assistant to the City Manager Christian Horvath

Motion by Councilmember Black, seconded by Councilmember Dieringer to add Councilmember Dieringer as a delegate to the South Bay Cities Council of Governments. Motion failed with the following vote:

AYES: Black, Dieringer
NOES: Pieper, Mirsch, Mayor Wilson
ABSENT: None

Motion by Councilmember Black, seconded by Mayor Pro Tem Mirsch to put Councilmember Black on the Personnel Committee. Motion carried with the following vote:

AYES: Black, Pieper, Mirsch
NOES: Dieringer, Mayor Wilson
ABSENT: None

Motion by Councilmember Black, seconded by Mayor Pro Tem Mirsch to put Mayor Pro Tem Mirsch on the Personnel Committee. Motion carried with the following vote:

AYES: Black, Pieper, Mirsch, Mayor Wilson
NOES: Dieringer
ABSENT: None

Motion by Councilmember Black, seconded by Councilmember Dieringer to put Councilmember Dieringer on the Fire Fuel Reduction Ad Hoc Committee. Motion carried with the following vote:

AYES: Black, Pieper, Dieringer
NOES: Mirsch, Mayor Wilson
ABSENT: None

Motion by Councilmember Black, seconded by Councilmember Dieringer to put Mayor Pro Tem Mirsch on the Fire Fuel Reduction Ad Hoc Committee. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

Motion by Councilmember Dieringer, seconded by Mayor Wilson to add Councilmember Dieringer as the alternate to the South Bay Cities Council of Governments. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

Motion by Councilmember Pieper, seconded by Councilmember Black to approve all else as presented but remove Councilmember Dieringer as an alternate on Southern California Association of Governments. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

12.B. ACCEPT BID PROPOSAL FROM EC CONSTRUCTION FOR EMERGENCY STORM DRAIN REPAIR AT 1 MIDDLERIDGE LANE SOUTH; ADOPT BY RESOLUTION NO. 1327 APPROVING THE EMERGENCY WORK; ADOPT BY RESOLUTION NO. 1328 AUTHORIZING A BUDGET MODIFICATION OF $38,640; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; RECEIVE AND FILE ENGINEERING DESIGN PROPOSAL FROM ONWARD ENGINEERING

Presentation by City Manager Elaine Jeng

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Pieper to direct staff to work with EC Construction to bring back an agreement and resolution for the 600 linear square feet of lining; and request that a representative from EC Construction attend the February 27, 2023 City Council meeting. Motion carried with the following vote:

AYES: Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: Black
ABSENT: None

12.C. RECEIVE AND FILE A TECHNICAL MEMORANDUM FROM PACIFIC ARCHITECTURE AND ENGINEERING INC., ON OPTIONS TO REPLACE THE EXISTING CITY HALL CAMPUS EMERGENCY STANDBY DIESEL GENERATOR AND PROVIDE DIRECTION TO STAFF.

Presentation by City Manager Elaine Jeng

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to table this item and allow Councilmember Pieper time to speak with the Rolling Hills Community Association president. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

13. NEW BUSINESS

13.B. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR DRONE SERVICES WITH SKY LADDER DRONES

Presentation by City Manager Elaine Jeng

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to receive and file. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mirsch, Mayor Wilson
NOES: None
ABSENT: None

14. MATTERS FROM THE CITY COUNCIL

14.A. DISCUSS CALL FOR SERVICE EMAILS GENERATED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (COUNCILMEMBER JEFF PIEPER)

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to ask the Los Angeles County Sheriff's Department to only send notification emails when a crime is reported. Motion carried with the following vote:

AYES: Black, Pieper, Mirsch, Mayor Wilson
NOES: Dieringer
ABSENT: None

14.B. DISCUSS AND PROVIDE DIRECTION REGARDING SOUTH BAY CITIES COUNCIL OF GOVERNMENTS PROPOSAL TO INCREASE DUES BASED ON THREE POTENTIAL SCENARIOS (COUNCILMEMBER DIERINGER)

No Action taken.

15. MATTERS FROM STAFF – NONE

16. RECESS TO CLOSED SESSION – 10:41 P.M.

16.A. CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE SECTION 54957.6 CITY'S DESIGNATED REPRESENTATIVE: MAYOR PATRICK WILSON UNREPRESENTED EMPLOYEE: CITY MANAGER ELAINE JENG

17. RECONVENE TO OPEN SESSION – 11:39 P.M.

18. ADJOURNMENT: 11:39 P.M.

The meeting was adjourned at 11:39 p.m on February 13, 2023. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, February 27, 2023 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 link at: https://www.rolling-hills.org/government/agenda/index.php

All written comments submitted are included in the record and available for public review on the City website.

Respectfully submitted,

_____
Christian Horvath, City Clerk

Approved,

_____
Patrick Wilson, Mayor

Agenda Item No.: 8.G
Mtg. Date: 03/27/2023

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

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

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

SUBJECT: **RECEIVE AND FILE THE ANNUAL PROGRESS REPORT FOR THE HOUSING ELEMENT.**

DATE: **March 27, 2023**

BACKGROUND:
The annual progress reports (APRs) for the General Plan and Housing Element are due on April 1, 2023. Government Code Section 65400 and 65700 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development (HCD). Government Code section 65400 also requires that each city, county, or city and county, including charter cities, prepare an APR on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the California Department of Housing and Community Development (HCD).

The APRs provide local legislative bodies and the public with information regarding the implementation of the General Plan for their city or county. APRs also inform the public of the progress in meeting the community's goals. APRs must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular meeting agenda.

On March 13, 2023, the City Council received and filed the APR for the General Plan. It was sent to OPR and HCD the following day.

The Housing Element APR will be filed with OPR and HCD prior to the April 1st deadline.

DISCUSSION:
The Housing Element APR is provided on a spreadsheet prepared by HCD. Activity in the City over the past year include the submittal of 4 housing applications, 6 proposed units in all applications received (including 2 accessory dwelling units (ADUs)), 1 entitled single-family dwelling, and 1 completed single-family dwelling. The entitled dwelling is at 11 Flying Mane Road which was approved by the Planning Commission on June 21, 2022. The completed

unit is at 8 Crest Road East which was issued a certificate of occupancy on July 6, 2022. Both dwellings were reported as above moderate-income units.

Program Implementation Status reported in Table D has been updated to reflect the programs identified in the recently adopted Sixth Cycle Housing Element. As we are in the early stages of the Sixth Cycle, which ends in 2029, most programs are still ongoing or in process.

A report on the Local Early Action Planning (LEAP) is included in the Housing Element APR as required by HCD.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
RollingHills2022.pdf

Jurisdiction	Rolling Hills	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	1	0	1
2 to 4	0	0	0
5+	0	0	0
ADU	0	0	0
MH	0	0	0
Total	**1**	**0**	**1**

Housing Applications Summary	
Total Housing Applications Submitted:	4
Number of Proposed Units in All Applications Received:	6
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Rolling Hills	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bo Applica
1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Ddi the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	0	0	0	0	4	2	6	0	0		
	7569-008-004	42 Portuguese Bend Road			SFD	O	10/19/2022						1	1	2			No	No
	7569-014-003	9 Portuguese Bend Road			ADU	R	9/14/2022						1		1			No	No
	7567-014-031	4 Poppy Trail			SFD	O	5/26/2022						1	1	2			No	No
	7569-004-015	5 Hillside Lane			ADU	R	5/19/2022						1		1			No	No
															0				
															0				
															0			

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							0	0	0	0	0	0	1		1
	7567-009-025	11 Flying Mane Road			SFD	O							1	6/21/2022	1
	7567-015-034	8 Crest Road East			SFD	O							1	11/24/2014	1
															0
															0
															0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			0	0	0	0	0	0	0		0
7567-009-025	11 Flying Mane Road										0
7567-015-034	8 Crest Road East								1	8/2/2017	1
											0
											0
											0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			0	0	0	0	0	0	1		1
7567-009-025	11 Flying Mane Road										0
7567-015-034	8 Crest Road East								1	7/6/2022	1
											0
											0
											0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			0	0						2		0				
7567-009-025	11 Flying Mane Road		0	N						1	Demolished	O				
7567-015-034	8 Crest Road East		0	N						1	Demolished	O				

Jurisdiction	Rolling Hills	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1		2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021-10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	20	-	-	-	-	-	-	-	-	-	-	-	20
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	9	-	-	-	-	-	-	-	-	-	-	-	9
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	11	-	-	-	-	-	-	-	-	-	-	1	10
	Non-Deed Restricted		-	1	-	-	-	-	-	-	-	-		
Above Moderate		5	-	-	-	-	-	-	-	-	-	-	-	5
Total RHNA		45												
Total Units			-	1	-	-	-	-	-	-	-	-	1	44

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2021	2022	2023	2024	2025	2026	2027	2028	2029	6	7
	Extremely low-Income Need											**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	10		-	-	-	-	-	-	-	-	-	-	10

*Extremely low-income houisng need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.
Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).
Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.
Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Rolling Hills	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Rolling Hills	
Reporting Year	2022	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 1: Annual Progress Report	City will prepare and file an annual report on the progress made toward implementing its Housing Element using forms and definitions adopted by the California Department of Housing and Community Development (HCD).	File by April 1 of each year	City has filed 2021 APR and is preparing 2022 APR. City will continue to file APR by April 1 of each year.
Program 2: Rancho Del Mar (RDM) Opportunity Site Monitoring	(1) 16 units of affordable housing on the RDM site (excludes density bonus, addressed in Program 3) (2) Annual meeting between the City Manager and School Superintendent	(1) Meeting with School Superintendent by end of 2022 and once annually thereafter (2) Preparation of site "fact sheet" for review by School District and School Board by June 2023 (3) Subdivision creating "western" parcel by end of 2024, subject to School Superintendent and Board approval	Ongoing
Program 3: No Net Loss Monitoring and Other Multi-Family Housing Opportunities	(1) No net loss of housing capacity to meet RHNA at all times (2) Provide an 80% density bonus on the Rancho Del Mar site, enabling 29 units of new affordable housing instead of the 16 allowed by the base zoning.	Continuous through 2029	Continuous through 2029
Program 4: Add Definitions of Transitional and Supportive Housing, Residential Care Facilities, and Employee Housing to Municipal Code	Create local housing opportunities for at least six households employed in Rolling Hills (and currently living outside the city) during the planning period.	(1) Ordinance revisions completed in August 2022 (2) Opportunities for at least six individuals working in Rolling Hills and living elsewhere to reside in the community (in ADUs, guest houses, affordable units on the Rancho Del Mar site, etc.) by 2029	Ordinance revisions completed in 2022; metric objectives contiuous through 2029
Program 5: Density Bonus Ordinance	Application of density bonus to future affordable rental housing on RDM site (up to 13 additional units, assuming 100% affordable project on the site)	Ordinance adopted in 2022	Ordinance revisions completed in 2022; metric objectives contiuous through 2029
Program 6: Accessory Dwelling Unit (ADU) Producction, Monitoring, and Incentives	Develop citywide ADU registry; annual ADU survey and monitoring; develop inventory of potential ADUs; incentives for ADU construction; pre-approved ADU plans; coordination with Community Association (RHCA), septic tank replacement grants or financial assistance; non-profit construction of ADUs; monitor best practices in ADUs; update Municipal Code provisions for ADUs; outreach to ADU permit recipients (1) Citywide ADU registry of 40 ADUs by 2029, including at least 18 ADUs rented at levels meeting affordability criteria for lower income households (2) ADU Survey, administered once a year (3) Inventory of potential ADUs (4) ADU Incentives (5) Two to four pre-approved ADU architectural plans (6) Municipal Code Revisions (see 6.10 above) -- Completed (7) 100% completion of ADUs receiving permits (8) Seven ADUs/guest houses constructed by non-profits by 2029 (see 6.8 above and Program 9 below)	(1) Rosters and Surveys prepared by 2022 and updated annually (2) ADU incentives by 2023 (3) Approved architectural plans by 2024, or as funding allows (4) Amend Municipal Code Chapter 17.28 (Accessory Dwelling Units) for consistency with State law by August 2022 (this action has been completed) (5) Establish protocol for 6-month check-ins with ADU permit recipients by January 1, 2023 (6) Annual monitoring report on ADU production	ADU Ordinance amended in 2022 to be consistent with State law including providing incentives or removing obstacles to develop ADUs. ADU survey prepared by South Bay Cities Council of Governments (SBCCOG) in late 2022. Other implementation ongoing.

Program 7: ADU Outreach, Education, Information	(1) Outreach mailer to 639 households (at least once every 2 years) (2) Creation of 40 new ADUs by 2029 (5 per year)	(1) First mailing by March 2023 (2) Website update by June 2023 (3) Update of design guidelines by 2024	All residents were notified of ADU survey in September 2022 and ADU Ordinance Amendment in December 2022 via City newsletter. Website continuously updated. City has no design guidelinese for ADUs; design guidelines are handled by RHCA.
Program 8: Assist Senior and Disabled Households	Website landing page with senior housing resources; Facilitate age-in-place retrofits for 10 senior households; City Council study session on needs of seniors and potential actions to assist Rolling Hills seniors	June 2023 (for website); Council Study Session before 12/23	June 2023 (for website); Council Study Session before 12/23
Program 9: Assist Extremely Low-Income Households	Provide seven housing units affordable to Extremely Low Income	Prepare inventory of Extremely Low Income (ELI) units by 2024, update annually; Facilitate housing assistance to at least 7 ELI homeowners by 2029	Ongoing
Program 10: Support Regional Efforts to End Homelessness	Participation in point in time surveys; participation in at least one regional meeting annually on strategies to end homelessness	Ongoing, 2021-2029	Continuous through 2029
Program 11: Permit Streamlining	Compliance with all provisions of the Permit Streamlining Act	Ongoing, 2021-2029	Continuous through 2029
Program 12: Facilitate Communication with Affordable Housing Service Providers, Developers, and Advocates	Hold at least one meeting a year with one or more non-profit housing sponsors to discuss housing opportunities and needs in Rolling Hills; See also Programs 8, 13, and 15	Convene one meeting before December 2022. Convene additional meetings at least once a year from 2023 to 2029	Continuous through 2029
Program 13: Home Sharing	Continue to provide informational brochures advertising shared housing programs at City Hall and on the City's website; at least eight non-resident households participating in a non-profit managed home sharing program enabling them to reside in Rolling Hills by 2029	Provide article and meet with home sharing service in 2023	Ongoing
Program 14: Sewer Feasibility Studies and Phase One Construction	(1) Complete 1,585-foot sanitary sewer extension to City Hall/ Tennis Courts (Phase I); (2) Complete feasibility / cost study of sanitary sewer extension; (3) Obtain grants for Phase I project construction; (4) Updated "Will Serve" letter from the Los Angeles County Sanitation District, indicating ability to accept effluent from 235 existing homes upon completion of future phase sewer system	Complete Phase I by 2024; determine viability of future phases and available grants by 2023	City Council has had numerous meetings on improvements to the City Hall campus and sewer feasibility. In January 2023, Council directed staff to phase the sewer main project to include a new 8" sewer line in Phase I and for staff to seek grant funding opportunities for construction. The City has kept its residents updated in the newsletter.
Program 15 Pursue Grants for Minor Home Repair Program	Minor home repair/ age-in-place/ septic tank replacement assistance to at least ten lower-income or senior Rolling Hills households	By 2023, and every two years thereafter	Ongoing
Program 16: Code Enforcement	Respond to 100 percent of resident Code Enforcement inquiries	Ongoing, 2021-2029	The City has a contract for code enforcement services and follows up on code enforcement inquiries and reports from residents.
Program 17: Reduce Home Energy Costs	(1) Provide links on City website related to energy conservation, weatherization, and financial assistance (2) Adopt updated Building Code standards for energy efficiency	Website Update, with links: Complete by January 2023	Website updates continuous; Building Code Update completed in December 2022/January 2023
Program 18: Facilitate New Construction and Home Improvements	5 new single family homes (above moderate income)	Objective covers the period from 2021 through 2029	Ongoing
Program 19: Remediate Geologic Hazards	Geologic studies for new development and major grading permits	On-going, 2021 to 2029	Ongoing
Program 20: Fair Housing Services Program Administration	At least five households assisted	Complete memorandum by June 2023	Ongoing
Program 21: Fair Housing Outreach and Affirmative Marketing	(1) At least 50% of future occupants of affordable housing created on the RDMO site are from outside Rolling Hills. (2) At least 50% of future ADU occupants are from outside Rolling Hills (to be measured through the ADU survey described in Program 6.2)	Ongoing, 2021-2029. Website update by December 2022	Ongoing
Program 22: Fair Housing Training for Staff	(1) At least one Rolling Hills staff member participates in on-line Fair Housing training each year through 2029 (2) At least one presentation on fair housing is delivered to the City Council in a noticed public hearing, attended by at least 10 residents	2023	Ongoing
Program 23: Written Procedures for SB 35 Projects	Posted information on SB 35, including application form	Complete by December 31, 2022	In process

Program 24: Updating of Linked Files on Planning and Community Services Department Landing Page	**Reorganized and updated Planning and Community Services Department website**	**Complete by December 31, 2023**	**Ongoing and in process**

General Comments

Jurisdiction	Rolling Hills	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Rolling Hills	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Rolling Hills	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2
Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Above Moderate RHNA		Notes
1					2	3	4							5		6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below																

Jurisdiction	Rolling Hills	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table G
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Rolling Hills	
Reporting Period	2022	(Jan. 1 - Dec. 31)

NOTE: This table is meant to contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For Los Angeles County jurisdictions, please format the APN's as follows:9999-999-999

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Rolling Hills	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: SB 9 PROJECTS ONLY. This table only needs to be completed if there were lot splits applied for pursuant to Government Code 66411.7 OR units constructed pursuant to 65852.21.
Units entitled/permitted/constructed must also be reported in Table A2. Applications for these units must be reported in Table A.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table I

Units Constructed Pursuant to Government Code 65852.21 and Applications for Lot Splits Pursuant to Government Code 66411.7 (SB9)

Project Identifier				Project Type	Date	Unit Constructed			
1				2	3	4			
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Activity	Date	Very Low Income	Low Income	Moderate Income	Above Moderate Income
Summary Row: Start Data Entry Below									

Jurisdiction	Rolling Hills	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note
Cells in gr

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 659

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate-Income
Summary Row: Start Data Entry Below												

Jurisdiction	Rolling Hills	
Reporting Year	2022	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 65,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
GIS, IS/MND, rezone, APR	$17,070.00	$17,070.00	Completed	None	
IS/MND, tech. reports, zoning map	$9,690.00	$9,690.00	Completed	None	
Revisions, coordination, meetings	$990.00	$990.00	Completed	None	
Council mtg., housing, plng. serv.	$290.00	$290.00	Completed	Local General Fund	
Hsg. Elem. Intro, needs assess., prog. Report	$5,400.00	$5,400.00	Completed	None	
Hsg. Elem. sects., PC mtg.	$4,275.00	$4,275.00	Completed	None	
Constraints, goals, policies, actions, AFFH	$6,750.00	$6,750.00	Completed	None	
Public review, PC mtg., coordination	$1,575.00	$1,575.00	Completed	None	
CC mtg., Submit Hsg. Elem. to HCD	$1,050.00	$1,050.00	Completed	None	
Coordination; correspondences; responses	$4,350.00	$4,350.00	Completed	None	
Draft Hsg. Elem.; responses; coordinat.; mtgs	$3,450.00	$3,450.00	Completed	Local General Fund	
CEQA document	$10,110.00	$10,110.00	Completed	Local General Fund	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1
Total Units		**1**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1
Total Units		**1**

Agenda Item No.: 8.H
Mtg. Date: 03/27/2023

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

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

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

SUBJECT: **APPROVE AREA G'S EVERBRIDGE CONTRACT RENEWAL FOR USE WITH THE ALERT SOUTH BAY NOTIFICATION SYSTEM**

DATE: **March 27, 2023**

BACKGROUND:
Senate Bills 833 and 821 were signed into law in 2017. SB 833 required the California Governor's Office of Emergency Services (Cal OES) to develop guidelines for Public Alert and Warning effective July 1, 2019. The OES may impose conditions related to any voluntary grant funds that have a nexus to emergency management performance grants requiring cities to comply with certain measures. SB 821 authorized each county and city to enter into an agreement to access the contact information of resident account holders through the records of a public utility or other agency including an electric or gas corporation, local publicly owned electric utility, or other agency responsible for water service, waste and recycling service for the sole purpose of enrolling county residents in a county operated public emergency warning system. The receiving agency is required to ensure that the confidentiality of the contact information is protected under reasonable security procedures.

Los Angeles County Area G Disaster Management Operational Area is comprised of 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. Everbridge is a software application used to send targeted messages during an emergency via text message, cellular service, landlines, email, social media, and it is integrated into FEMA's Integrated Public Alert and Warning System (iPAWS).

In January of 2021, Alert South Bay, Inc was formed as a 501(c)3 nonprofit incorporation in Los Angeles County, CA. Alert South Bay's primary mission is to provide integrated emergency mass notification services to Los Angeles County.

Alert Southbay is comprised of the cities within Area G (minus Carson and Lawndale) deploying a notification system using Everbridge that has interoperability between all participating cities across jurisdictional notifications. To operate, there is an on-going cost for the City to use the platform. Alert Southbay, through Everbridge, uses white page information for the community, per SB821, without the need for individuals to opt in and the system can push out messages across jurisdictional boundaries.

DISCUSSION:
In recent years the City has participated in Alert South Bay and utilized the Everbridge platform for Emergency Notifications. In 2020, the City of Rolling Hills contracted individually with Everbridge/Alert South Bay for $5,171 in year one and $4,171 for years 2 and 3.

This past year, the Area G cities sought to re-negotiate the contractual terms and costs for participation in the program and use of the platform. Under the new group negotiated rates for a 3-year term, the City would pay an annual fee of $2,439.45 in Year 1 and an annual fee of $2,556.74 for Year 2 and Year 3. This includes Program Administration Costs.

Attached is a chart showing the cost breakdowns for the Everbridge Contract portion. The tota costs for the Everbridge platform are $1,645.45 in Year 1 and $1,762.74 for Year 2 and Year 3.

Staff will return at a future meeting for approval of the Program Administration Costs which covers a contract with Emergency Management Safety Partners, LLC. The total Program Administration Costs are $794.00 for Years 1-3.

FISCAL IMPACT:
The cost of continued participation in Alert Southbay and Everbridge subscription is available in the FY 22/23 adopted budget.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PS_ARG_230322_Everbridge_3YearCosts.pdf
PS_ARG_230322_DM_JPA_Everbridge_2023_Final_E.pdf

Everbridge Costs - 3 years

Year 1

Account Name	MN Pro	Everbridge Professional Services (50 hrs Technical Support) *	Resident Connection (RC)	RC Set Up Fee (One time cost)	Service Credits	Consolidated EVBG Contract Total Year 1	Current Contract Costs FY21/22
Rolling Hills	$421.00	$1,178.57	$163.17	$13.05	$130.34	$1,645.45	$4,171.00
		These hours are for the implementation of features currerntly not in use.		Some cities already have resident connection data therefore they will not be assesed a set up fee.	Credit is based on current EVBG contract. Year 2 & 3 will not have a credit.		Current contract costs

Year 2 & 3

Rolling Hills	$421.00	$1,178.57	$163.17	0	0	$1,762.74	$4,171.00
				Set up is a 1 time fee which was completed in year 1	No credits are applied in year 2 & 3		Current contract costs

everbridge®

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:
Artie Fields - Area G Board Chair
Area G Disaster Management JPA
3868 Carson Street, #106
Torrance CA 90503
United States
Ph: (310) 316-0055

Fax:
Email:

Quote #: Q-116583
Date: 10/28/2022
Expires On: 12/20/2022
Confidential

Salesperson: Joanna Burlison
Phone:

Email: joanna.burlison@everbridge.com

Contract Summary Information:	
Contract Period:	36 Months
Contract Start Date:	12/1/2022
Contract End Date:	11/30/2025

Contact Summary:

Household Count:	281,941
Employee Count:	

Year 1

QTY	DESCRIPTION	PRICE
1	Mass Notification Pro	USD 162,162.66
13	Everbridge Additional Organization	USD 0.00
65	Additional CE/VE Keywords	USD 0.00
730,227	Resident Connection – Monthly Update	USD 65,720.43
1	Service Credit	USD -9,051.41
1	Service Credit	USD -1,284.28
1	Service Credit	USD -4,827.05
1	Service Credit	USD -1,055.49
1	Service Credit	USD -5,679.75
1	Service Credit	USD -1,335.77
1	Service Credit	USD -4,118.11
1	Service Credit	USD -1,084.89
1	Service Credit	USD -3,970.25
1	Service Credit	USD -7,166.33
1	Service Credit	USD -449.89
1	Service Credit	USD -130.34
1	Service Credit	USD -6,134.17
1	Service Credit	USD -121.99
50	Proserve - Consulting Services Remote Delivered	USD 16,500.00
	Year 1 TOTAL:	USD 197,973.37

Year 2

QTY	DESCRIPTION	PRICE
1	Mass Notification Pro	USD 162,162.66
13	Everbridge Additional Organization	USD 0.00
65	Additional CE/VE Keywords	USD 0.00
730,227	Resident Connection – Monthly Update	USD 65,720.43
50	Proserve - Consulting Services Remote Delivered	USD 16,500.00
	Year 2 TOTAL:	USD 244,383.09

Year 3

QTY	DESCRIPTION	PRICE
1	Mass Notification Pro	USD 162,162.66
13	Everbridge Additional Organization	USD 0.00
65	Additional CE/VE Keywords	USD 0.00
730,227	Resident Connection – Monthly Update	USD 65,720.43
50	Proserve - Consulting Services Remote Delivered	USD 16,500.00
	Year 3 TOTAL:	USD 244,383.09

Setup

QTY	DESCRIPTION	PRICE
1	Calculated Set Up Fee	USD 3,054.77
	Setup TOTAL:	USD 3,054.77

Pricing Summary:

Year One Fees:	USD 181,473.37
One-time Implementation and Setup Fees:	USD 3,054.77
Professional Services:	USD 16,500.00
Total Year One Fees Due:	**USD 201,028.14**

Ongoing Fees:

Year Two Fees:	USD 244,383.09
Year Three Fees:	USD 244,383.09

Terms & Conditions

1. This Quote and the Service(s) provided are subject to the Everbridge, Inc. Master Service Agreement version SLG Master Service Agreement v9 with Unlimited Exhibit A provisions, executed between Everbridge and Area G Disaster Management JPA and attached hereto.
2. Subject to sales taxes where applicable.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Master Service Agreement.

everbridge
LEGAL APPROVED
By: Suzanne Goldberg
4:28 pm, Dec 13, 2022

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:
This quotation consolidates contracts for City of Carson, City of El Segundo, City of Hawthorne, City of Hermosa Beach, City of Inglewood, City of Lomita, City of Manhattan, City of Palos Verdes Estates, City of Rancho Pales Verdes, City of Redondo Beach, City of Rolling Hills, City of Rolling Hill Estates, City of Gardena, and City of Torrance under Area G Disaster Management JPA.

Resident Connection cost breakdown per city will be provided separately. Set up fee is for Resident Connection for all named cities with the exception of Rancho Palos Verdes, Carson, Gardena, Manhattan Beach, and Redondo Beach who have paid it previously. Monthly updates are available with the new version of Resident Connection that allows automated updates at no additional charge. Alert Southbay has not transitioned to this version yet so is still receiving manual updates on a quarterly basis but we'll work with you to transition to that new version as soon as you're ready.

Community Engagement includes 5 keywords. An additional 65 keywords have been added totaling 70 keywords (matching the total available with separate contracts).

Professional Services consulting includes 50 hours of technical support per year. See separate SOW for details.

Service Credits (pro-rated cost based on next contract start date):

Carson=$9,051.41, El Segundo = $1,284.28, Hawthorne=$4,827.05, Hermosa Beach = $1,055.49, Inglewood = $5,679.75, Lomita = $1,335.77, Manhattan Beach = $4,118.11 Palos Verdes Estates= $1,084.89, Rancho Pales Verdes = $,3970.25, Redondo Beach Police Department = $7,166.33, City of Rolling Hill Estates = $449.89, Rolling Hills = $130.34, Gardena = $6,134.17, Torrance = $121.99

Please, Sign, Date and Return:

Signature: Artie Fields
Artie Fields (Mar 1, 2023 11:08 PST)

Date: February 28, 2023

Name (Print): Artie Fields

Title: Area G Board Chair

Please, Sign, Date and Return:

Signature: DocuSigned by: Phillip E. Huff
25E1AF437AA642F...

Date: 15-Mar-23

Name (Print): Phillip E. Huff

Title: Chief Acctg. Officer

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

everbridge®

Everbridge, Inc.
Master Services Agreement

This Master Services Agreement (**"Agreement"**) is enteredinto by and between Everbridge, Inc. (**"Everbridge"**) and Area G Disaster Management JPA, consisting of the cities listed on Exhibit C (**"Client"**), effective on the date of Client's signature below (**"Effective Date"**). Everbridge and Clientare each sometimes referred to as a **"Party"** and collectively, the**"Parties."**

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement andthe description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**") and the applicable Solution documentation (the "**Documentation**"). If applicable, Everbridge shall provide the training and professional services (**"Professional Services"**) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboardingDocumentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identificationsand passwords by Client. Users may include employees and contractors of Client or an Included Department. "**Included Department**" means any enterprise department, office, agency, orother entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. "**Contacts**" are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

1.3 Affiliated Entities. Departments, divisions, agenciesor governmental entities () which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an "**Affiliated Entity**") may purchaseServices to the same extent as Client, provided, that the AffiliatedEntity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to "Client" shall referto such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by allthe terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be includedwithin the meaning of Affiliated Entity even though it qualifies afterthe execution of this Agreement.

2. PAYMENT TERMS. Everbridge shall invoice Client annuallyin advance for all Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds any role-based numbers, specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interestat a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible forpaying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (**"Client Data"**). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copyof all Contact data it provides to Everbridge.

3.2 Use of Solutions. Client is responsible for all activityoccurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client's use of the Services, including its provision of Client Data to Everbridge. Client shall be responsible for ensuring that there is a lawful basisfor sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Clientbecomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shallhave no liability for any errors or omissions or for any defamatory,libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

3.3 Data Privacy. Everbridge shall abide by all applicablePrivacy Laws in connection with the operation of the Solutions. "**Privacy Laws**" means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge's IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual

assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No.18 (SSAE 18). Upon request, Everbridge shall provide Client witha copy of its current SSAE 18 SOC 2 report. Everbridge's securityframework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 securityrequirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms ofsuch Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in suchQuote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to anexisting subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the Parties. Client shall be notified at least sixty (60) days in advance of any Renewal Term. If at the end of the applicable Quote, Client intendsto renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge theannual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge theMonthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to ensure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%).

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sendswritten notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breachwithin thirty (30) days following its receipt of such notice (the **"Notice Period"**); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement. If Client terminates this Agreement due to material breach by Everbridge, Client shall be entitled to a refund of any prepaid unused fees on a pro-rata basis, provided that such refund shall be Client's sole and exclusive remedy. Client may terminate without cause upon thirty (30) days' prior written notice. If Client terminates without cause, Client shall not be entitled to a refund.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non- payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

5.3 Suspension. Everbridge may temporarily suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of networksecurity; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible. Client shall not be charged for any periods of time during which services is suspended for more than 24 hours and shall receive a pro-rata refund for any period of time during which services is suspended.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non- transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i)sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages,and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others,constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge andits licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i)all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridgeand its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience,

ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "Confidential Information" means all information of a Party (**"Disclosing Party"**) disclosed to the otherParty (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of anyobligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or useany Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement withoutDisclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in thesame manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify DisclosingParty if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information. In no case shall Client be required to incur costs or attorney's fees should Everbridge seek to prevent the disclosure of information requested pursuant to a Public Records Act request or similar obligation.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation.Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professionalmanner consistent with industry standards.

8.2 Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OFMERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION,HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY,EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELYPOSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THEPROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDINGMOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGERECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCYSITUATION.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding (**"Claim"**) against Everbridge arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x)any aspect of the Solution is found or, in Everbridge's reasonableopinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combinationcreates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with

Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whetherany action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving riseto such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. INSURANCE. Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least $5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least $5,000,000; and (iii) workers' compensation insurance as requiredby the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

12. MISCELLANEOUS.

12.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that itshall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

12.2 Force Majeure; Limitations. Everbridge shall not beresponsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks, provided Everbridge has taken all reasonable steps to ensure it will be able to perform its obligations under this Agreement in such circumstances . The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

12.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any courtor other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible soas to give effect to the intent of the Parties.

12.4 Assignment. Neither party may assign thisAgreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliated Entity or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party. In the event of such an assignment by Everbridge, Client reserves the right to terminate this Agreement due to a compliance issue, bankruptcy or conflict of interest arising out of or in connection with such assignment that cannot be cured by Everbridge within thirty (30) days of Client providing notice to Everbridge of such a compliance or conflict of interest. In such circumstances the Client may terminate this Agreement upon thirty (30) days notice and receive a pro rata refund of any amounts paid.

12.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the California, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

12.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or,if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

12.7 Marketing. Client consents to Everbridge referencingClient's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials only with Client's express written consent during the duration of this Agreement.

12.8 Equal Employment Opportunity. Everbridge, Inc. isa government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60- 1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) andsections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length and made an express part of this Agreement.

12.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such datato any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

12.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms areused in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions andrelated documentation with only those rights set forth herein.

12.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandingsbetween the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation orcondition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed bythis Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound byits digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology,and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

EVERBRIDGE, INC.

DocuSigned by:
By: Phillip E. Huff
25E1AF437AA842F...
Print Name: Phillip E. Huff
Title: Chief Acctg. Officer
Date: 15-Mar-23

Address:
25 Corporate Drive
Burlington, Massachusetts 01803

For legal notice:
Attention: Legal Department

everbridge
LEGAL APPROVED
By: Summer Goldberg
1:12 pm, Feb 28, 2023

CLIENT:

By: Artie Fields (Mar 6, 2023 20:54 PST)
Print Name: Artie Fields
Title: Area G Board Chair
Date: February 28, 2023

Client's Address:
Area G Disaster Management Area
3868 Carson Street, #106
Torrance, CA 90503
Attn: Brandy Villanueva

Address for Legal Notice:
Area G Disaster Management Area
3868 Carson Street, #106
Torrance, CA 90503
Attn: Brandy Villanueva

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google, Facebook) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite or Nixle Products:

1. **Messaging.** Unlimited message delivery modalities including SMS, voice, email or Everbridge Mobile App for all communications and messaging. If Client excessively uses the SMS or Voice modalities for non-public safety messaging, in Everbridge's reasonable discretion, Client and Everbridge shall engage in good faith discussions about best practices for messaging. If Client and Everbridge are unable to reach agreement on Client's usage of the SMS or Voice modalities, then Everbridge may, upon written notice to Client, terminate the applicable Quote prior to any annual contract renewal or rollover period during the Term of such Quote.

2. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.

3. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.

4. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. **"Data Feed"** means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf.

5. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

6. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect

the stability and security of the Solution.

7. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions (**"Secure Messaging"**), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 (**"HIPAA"**), the Health Information Technology for Economic and Clinical Health Act (**"HITECH Act"**), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Emergency Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, **"Consumer Protection Law").** Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at http://mmaglobal.com/policies/code-of-conduct.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1 **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorizedby FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandumof Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

3. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

4. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

EXHIBIT C

AREA G INCLUDED CITIES

El Segundo
Gardena
Hawthorne
Hermosa Beach
Inglewood
Lawndale
Lomita
Manhattan Beach
Palos Verde Estates
Rancho Palos Verdes
Redondo Beach
Rolling Hills
Rolling Hills Estates
Torrance

Area G Disaster Management JPA _2022 Consolidated Renewal Quote + MSA with Unlimited

Final Audit Report 2023-03-01

Created:	2023-03-01
By:	Sidia Landaverde (slandaverde@cityofinglewood.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABT1x3kDM58mC7exDZU-DEz_qy_mb8Ozr

"Area G Disaster Management JPA _2022 Consolidated Renewal Quote + MSA with Unlimited" History

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Signer afields@cityofinglewood.org entered name at signing as Artie Fields
2023-03-01 - 7:08:31 PM GMT- IP address: 64.201.109.34

Document e-signed by Artie Fields (afields@cityofinglewood.org)
Signature Date: 2023-03-01 - 7:08:33 PM GMT - Time Source: server- IP address: 64.201.109.34

Agreement completed.
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Area G Disaster Management JPA _2022 Consolidated Renewal Quote + MSA with Unlimited - signed

Final Audit Report 2023-03-07

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"Area G Disaster Management JPA _2022 Consolidated Renew al Quote + MSA with Unlimited - signed" History

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Signer afields@cityofinglewood.org entered name at signing as Artie Fields
2023-03-07 - 4:54:41 AM GMT- IP address: 76.175.128.178

Document e-signed by Artie Fields (afields@cityofinglewood.org)
Signature Date: 2023-03-07 - 4:54:43 AM GMT - Time Source: server- IP address: 76.175.128.178

Agreement completed.
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Agenda Item No.: 8.I
Mtg. Date: 03/27/2023

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

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

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

SUBJECT: **ADOPT BY RESOLUTION NO. 1332 AUTHORIZING A BUDGET MODIFICATION OF $3,125 FOR EC CONSTRUCTION VIDEO INSPECTION OF THE MIDDLERIDGE LANE NORTH/SOUTH DRAINAGE SYSTEM**

DATE: **March 27, 2023**

BACKGROUND:
The December 2021 rainstorms caused three sinkholes on Middleridge Lane, North and South. Working with the Los Angeles County Department of Public Works (LACDPW) to address the sinkholes, the department found a 1972 signed agreement between the Los Angeles County Flood Control District and Rolling Hills noting that the City is responsible for the maintenance of a storm drain line along Middleridge Lane North and South. The sinkholes, located adjacent to the roadway on Middleridge Lane South were caused by breaks in the subject storm drain line as with the sinkhole on 1 Middleridge Lane North.

The City made emergency repairs on three areas of the storm drain system between February and April 2022. In September 2022, staff was alerted to another section at 3 Middleridge Lane North creating safety issues on private property and the City Council directed staff to address via emergency repairs as well.

In anticipation of the rainy season and to gain a better understanding of the City's future obligations in addressing the maintenance and functionality of the existing drainage infrastructure, the City Council directed staff to contract LACDPW to perform a video inspection of the entire storm drain line. The estimated cost of service was $2,532.

The video showed severe corrosion and damage in varying degrees through the majority of the line (excluding the portions repaired via emergency orders in 2022) including segments underneath two independent sections of roadway at Middleridge Lane North and Middleridge Lane South.

Staff was notified over the weekend of January 14, 2023 that another sinkhole had developed

adjacent to 1 Middleridge Lane South just south of the repaired segments from January 2022. On Wednesday, January 18, 2023, staff met on site with the City contracted inspector from Onward Engineering to evaluate the situation. Staff also provided the inspector with documentation and pipeline video from LA County Department of Public Works (LACDPW.)

On January 23, 2023, the City Council directed staff to have EC Construction (ECC) provide repair proposal to address the sinkholes that developed over the weekend of January 14, 2023. The City Council also directed staff to engage Onward Engineering to provide recommendations using the CCTV data to properly maintain the entire drainage system and to request the Rolling Hills Community Association to cover the sinkholes.

On February 13, 2023, the City Council directed staff to work with ECC to bring back an agreement and resolution for the 600 linear square feet of lining; and request that a representative from ECC attend the February 27, 2023 meeting.

On February 27, 2023, the City Council directed staff to authorize the video of the drainage system and the City Manager to execute a professional services agreement with a not-to-exceed amount of $3,300; and bring back a report and revised estimates for repairs.

In order to assess any potential further damage since the last video inspection by LACDPW in the fall, ECC performed a video inspection of the drainage system from the start point on Middleridge Lane South to the intersection of Middleridge North and South on Monday, March 6, 2023.

The following were some observations/conclusions from the video:

1. The storm drain line has extensive damage to the bottom of the pipe. More than 90% of the current system is missing at least 1’ in width of the bottom of the pipe.
2. The majority of the system contains a lot of debris and trash that has accumulated from the rains so far this year. All of the debris needs to be cleaned out prior to any repairs or lining. If the debris is left inside, it will rip the lining and essentially make it useless.
3. The video crawler detected three (3) areas where the existing 24” CMP has collapsed. Prior to lining, ECC will need to excavate, remove the collapsed CMP, and install a new stick (20 Linear Feet) of Corrugated Metal Pipe (CMP.) This is known as a point repair. Therefore, three (3) point repairs totaling 60 LF.
4. Once the trash and debris are cleaned from the line, the three (3) point repairs are completed, and the void at the bottom of the pipe is filled with slurry/sandbags, the entire system will be ready to be lined.

On March 13, 2023, the City Council voted to approve recommendations for repairs as outlined above. The budget amendment for those items did not include the video work from March 6th.

DISCUSSION:
None.

FISCAL IMPACT:
The video evaluation specific to the storm drain line is an unexpected expense and not budgeted in the FY 2022-2023 adopted budget. As such, Council action is needed to amend the budget to increase budgeted appropriations by $3,125 which will be funded from available

General Fund reserves. The use of General Fund reserves for these purposes is consistent with City policy.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
ResolutionNo1332_ECC_MiddleridgeVideoServices_BudgetAmendment.pdf

RESOLUTION NO. 1332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS IN THE CAPITAL PROJECTS FUND BY $3,125 FUNDED FROM A TRANSFER OF GENERAL FUND RESERVES FOR THE VIDEO INSPECTION OF THE MIDDLERIDGE LANE NORTH/SOUTH DRAINAGE SYSTEM DONE BY EC CONSTRUCTION

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

A. It is the intention of the City Council of the City of Rolling Hills to review the adopted budget from time to time.

B. The December 2021 rainstorms caused three sinkholes on Middleridge Lane, North and South.

C. The City made emergency repairs on three areas of the storm drain system between February and April 2022. In September 2022, staff was alerted to another section at 3 Middleridge Lane North that also needed emergency repairs.

D. Over the weekend of January 14, 2023 another sinkhole developed adjacent to 1 Middleridge Lane South just south of the repaired segments from January 2022.

E. On January 23, 2023, the City Council directed staff to have EC Construction ("ECC") provide a repair proposal to address the sinkholes that developed over the weekend of January 14, 2023.

F. On February 13, 2023, the City Council directed staff to work with ECC to bring back an agreement and resolution to repair not only the most recent sinkhole but to also provide repair work for approximately 600 linear square feet of the storm drain.

G. On February 27, 2023, the City Council directed staff to authorize the video of the drainage system and the City Manager to execute a professional

services agreement with a not-to-exceed amount of $3,300; and bring back a report and revised estimates for repairs.

H. On March 6, 2023, ECC performed a video inspection of the drainage system from the start point on Middleridge Lane South to the intersection of Middleridge North and South and provided observations and recommendations for repairs.

I. On March 13, 2023, the City Council voted to approve the repair work recommend by ECC and adopted a budget amendment reflecting the cost of said work. However, the budget amendment for those did not include the video work from March 6th.

Section 2. The sum of three thousand, one hundred and twenty-five dollars ($3,125) is hereby appropriated to the Capital Projects Fund funded by a transfer of available General Fund reserves to fund the video and video evaluation and repair recommendations from ECC.

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book or original resolutions.

PASSED, APPROVED, AND ADOPTED this 27th day of March, 2023

_____
PAT WILSON
MAYOR

ATTEST:

_____

CHRISTIAN HORVATH
CITY CLERK

Agenda Item No.: 10.A
Mtg. Date: 03/27/2023

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

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

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

SUBJECT: **ZONING CASE NO. 23-003: REQUEST FOR APPROVAL OF A SITE PLAN REVIEW FOR NON-EXEMPT GRADING AND CONDITIONAL USE PERMIT FOR A PROPOSED 960-SQUARE-FOOT STABLE WITH 480-SQUARE-FOOT COVERED PORCH TO EXCEED THE ALLOWABLE 200-SQUARE-FOOT MAXIMUM LOCATED AT 74 PORTUGUESE BEND ROAD, (LOT 37-FT) (WILSON), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DATE: **March 27, 2023**

BACKGROUND:
On February 21, 2023, the Planning Commission voted unanimously, 5-0, to adopt Resolution No. 2023-01 approving Zoning Case No. 23-003 for a Site Plan Review for non-exempt grading and a Conditional Use Permit for a proposed new 960-square-foot prefabricated stable with a 480-square-foot covered porch to exceed the allowable 200-square-foot maximum.

Zoning, Location, and Lot Description

The lot is an irregularly shaped parcel zoned RAS-2 and the net lot area is 156,122 square feet (3.58 acres). The lot is currently developed with a 2,531-square-foot single-family residence, 510-square-foot attached garage, 469-square-foot above ground pool, 321-square-foot chicken coop, 194 -square- foot shed, and 7,518-square-foot corral. There is one main building pad, and the subject property is developed for equestrian uses with existing temporary structures and a fenced pipe corral area that will be demolished and replaced with the proposed new stable.
The subject property is located at the end of Portuguese Bend Road within the Flying Triangle. The property is accessible from Portuguese Bend Road by a long extended private driveway that slopes down to the proposed stable and residence. The existing corral is located in the northern portion of the property.

DISCUSSION:

Applicant Request

On January 5, 2023, the Applicant and Property Owner, Patrick Wilson, submitted an application for a Site Plan Review and Conditional Use Permit. The applicant is proposing to construct a new prefabricated 960-square-foot stable with 480 square feet of covered porches. The applicant is also proposing to remove temporary structures, demolish the existing pipe corral, and grade a portion of the pad for the new stable.

Site Plan Review

The Rolling Hills Municipal Code requires a Site Plan Review for non -exempt grading and a grading permit is required for grading of more than 50 cubic yards. The Applicant is requesting a Site Plan Review for a total of 56 cubic yards of grading. The proposed project includes balanced grading of 28 cubic yards of cut and 28 cubic yards of fill.

Conditional Use Permit

The Rolling Hills Municipal Code (RHMC) requires a Conditional Use Permit for a stable that exceeds the maximum allowable 200 square feet. The applicant is proposing to construct a new prefabricated 960-square- foot stable with a total of 5 stalls, each 16-feet long by 12-feet wide. The stable also includes 480-square-feet of covered porches.

MUNICIPAL CODE COMPLIANCE

Setbacks

The project complies with all of the required setbacks in the RAS-2 Zone.

Lot Coverage and Building Pad Coverage

The existing structural and flatwork coverage is 11,443 square feet or 7.33%, and the project increases that by 1,440 square feet or 0.92%. The total overall structural and flatwork coverage will result in 12,883 square feet or 8.25%, which is still well under the maximum allowed 35% structural and flatwork coverage. The existing building pad coverage is 19,388 square feet or 28.8%, and there is no increase, this is well below the maximum 30% guideline.

Disturbance

The existing disturbed area is 21,700 square feet or 13.9%. There will be an increase of 810 square feet or 0.5% of disturbance. The total overall disturbed area will result in 22,510 square feet or 14.4%, which is well under the 40% maximum allowed disturbed area. The proposed project requires minimal grading and all dirt will be balanced onsite.

Stable Access

The proposed stable is accessible from an existing sloped driveway located at the end of Portuguese Bend Road.

Rolling Hills Community Association (RHCA)

The Applicant submitted the plans to the Rolling Hills Community Association Architectural Review Board on February 15, 2023. The plans are pending approval.

Neighbor Concerns

No public comments have been received on the date of publication of this Agenda item.

Environmental Review

The project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) pursuant to Section 15303(e) (New Construction or Conversion of Small Structures) of the CEQA Guidelines, which exempts accessory structures. The property is in the Flying Triangle but the area has been used for equestrian purposes and the new stable is not for human habitation and will replace temporary structures meant to support equestrian use.

CRITERIA FOR SITE PLAN REVIEW

17.46.050 - Required Site Plan Review findings

A. The Commission shall be required to make findings in acting to approve, conditionally approve, or deny a Site Plan Review application.

B. No project which requires Site Plan Review approval shall be approved by the Commission, or by the City Council on appeal, unless the following findings can be made:

1. The project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance;
2. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. Lot coverage requirements are regarded as maximums, and the actual amount of lot coverage permitted depends upon the existing buildable area of the lot;
3. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences;
4. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls);
5. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area;
6. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course;
7. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas;
8. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles; and
9. The project conforms to the requirements of the California Environmental Quality Act.

If all of the above findings cannot be made with regard to the proposed project, or cannot be made even with changes to the project through project conditions imposed by City staff and/or the Planning Commission, the site plan review application shall be denied.

CRITERIA FOR CONDITIONAL USE PERMIT

17.42.050 Basis for approval or denial of Conditional Use Permit

The Commission (and Council on appeal), in acting to approve a conditional use permit application, may impose conditions as are reasonably necessary to ensure the project is consistent with the General Plan, compatible with surrounding land use, and meets the provisions and intent of this title. In making such a determination, the hearing body shall find that the proposed use is in general accord with the following principles and standards:

A. That the proposed conditional use is consistent with the General Plan;
B. That the nature, condition and development of adjacent uses, buildings and structures

have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, building or structures;

C. That the site for the proposed conditional use is of adequate size and shape to accommodate the use and buildings proposed;
D. That the proposed conditional use complies with all applicable development standards of the zone district;
E. That the proposed use is consistent with the portions of the Los Angeles County Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities; and
F. That the proposed conditional use observes the spirit and intent of this title.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
Attachment 2. Radius Map_74 Portuguese Bend Road_ZC23-003
Attachment 3. Resolution No. 2023-01_74 Portuguese Bend Road_ZC23-003
74_Portuguese_Bend_Site_Plan_2-15-23_a.pdf
230208_74PortugueseBend_RoadSPR_CUP_Development_Table_Wilson.pdf



City of Rolling Hills **2 PORTUGUESE BEND ROAD ROLLING HILLS, CA 90274**

TITLE VICINITY MAP **CASE NO.** Zoning Case No. 23-003
Site Plan Review & Conditional Use Permit

OWNER Patrick L. Wilson and Nancy A. Bell

ADDRESS **74 Portuguese Bend Road, Rolling Hills, CA 90274**

RESOLUTION NO. 2023-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL FOR A SITE PLAN REVIEW FOR NON-EXEMPT GRADING AND A CONDITIONAL USE PERMIT FOR A PROPOSED 960-SQUARE-FOOT STABLE WITH 480-SQUARE-FOOT COVERED PORCH TO EXCEED THE ALLOWABLE 200-SQUARE-FOOT MAXIMUM LOCATED AT 74 PORTUGUESE BEND ROAD, (LOT 37-FT) (WILSON), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. On January 5, 2023, an application was duly filed by Mr. Patrick Wilson ("Applicant") with respect to real property located at 74 Portuguese Bend Road, Rolling Hills, requesting a Site Plan Review for non-exempt grading that covers an area greater than 2,000 square feet and a Conditional Use Permit for a 960-square-foot stable with 480 square feet of covered porches.

Section 2. On February 21, 2023, the Planning Commission conducted a duly noticed public hearing to consider the proposed project during an on-site field trip and an evening teleconference meeting on the same day. Neighbors within a 1,000-foot radius were notified of the public hearings and public notice was published in the Daily Breeze on February 11, 2023. The Applicant and the agent were notified of the public hearings in writing by first class mail and the Applicant and agent were in attendance at the hearings. Evidence was heard and presented from all persons interested in said proposal.

Section 3. The lot is an irregularly shaped parcel zoned RAS-2 and the net lot area is 156,122 square feet. The lot is currently developed with an existing 2,531-square-foot single-family residence, 510-square-foot attached garage, 469-square-foot above ground pool, 321-square foot chicken coop, 194-square-foot shed, and 8,445-square-foot corral. There is one main building pad, and the northern portion of the subject property is developed for equestrian uses with the corral. The proposed stable will be located within the existing corral and the applicant will demolish temporary structures and the existing pipe corral and grade a portion of the pad for the new stable.

Section 4. This Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303(e), Class 3 (New Construction or Conversion of Small Structures) of the CEQA Guidelines, which exempts the construction and location of new small facilities or structures, including accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the Project includes construction of a new prefabricated stable with a covered porch. Although the property is located in the Flying Triangle, the project is not meant for human habitation and will be located in an area already used for equestrian purposes. Accordingly, the Project qualifies for the exemption pursuant to Section 15303(e). Further, no exceptions

to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Section 5. Conditional Use Permit Findings. Section 17.18.050(A)(1) of the Rolling Hills Municipal Code (RHMC) permits approval of a stable greater than two hundred square with a Conditional Use Permit. RHMC Section 17.16.040 (A)(6) allows the proposed project in the RA-S zone, provided a conditional use permit is approved. The Planning Commission must consider findings for a Conditional Use Permit and may, with such conditions as are deemed necessary, approve a conditional use that complies with the findings in RHMC Section 17.18.060 - Requirements for stables requiring a conditional use permit. The proposed stable complies with all requirements of this section.

With respect to the aforementioned request for a Conditional Use Permit per RHMC Section 17.42.050, the Planning Commission finds as follows:

A. The proposed conditional use is consistent with the General Plan.

The granting of a Conditional Use Permit for the new stable is consistent with the purposes and objectives of the Zoning Ordinance and General Plan because the stable meets the setback requirements, preserves viewscapes, and minimizes grading. The use is also consistent with similar uses in the community, and meets all the applicable code development standards for a stable. The propose project is located in an area on the property that is already developed to accommodate such equestrian use. The project is consistent with the following land use policies of the General Plan:

Land Use Policy 2.3: Maintain and provide regulations for sufficient setbacks and easements to provide buffers between residential uses.

Land Use Policy 2.4: Ensure the siting of buildings maintain and preserve viewscapes from adjacent structures through the site review process.

Land Use Policy 3.2: Maintain strict grading practices to preserve the community's natural terrain.

B. That the nature, condition and development of adjacent uses, buildings and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, building or structures.

The new 960-square-foot stable is distanced from nearby residences by at least 35 feet as required by Code, as well as not having any impact on the views of surrounding neighbors.

C. That the site for the proposed conditional use is of adequate size and shape to accommodate the use and buildings proposed.

The proposed new stable is of similar scale with existing stables in the community and the net lot area is 3.58 acres. The proposed stable will be located in an existing 8,445-square-foot corral, which is sufficient to accommodate the proposed use. Furthermore, the area is already used for equestrian purposes and the stable will be replacing temporary structures used to support the equestrian use.

D. The proposed conditional use complies with all applicable development standards of the zone district.

The proposed stable requires a Conditional Use Permit pursuant to RHMC Sections 17.18.050 and 17.18.060. The proposed stable meets all of the development standards of RHMC Section 17.06.060 for the RAS-2 Zone, including the front, rear, and side setbacks. The proposed stable is located 35 feet from any habitual structures.

E. The proposed conditional use is consistent with the portions of the Los Angeles County Hazardous Waste Management Plan relating to siting criteria for hazardous waste facilities.

The project site is not listed on the current State of California Hazardous Waste and Substances Sites List.

F. The proposed conditional use observes the spirit and intent of this title.

The proposed stable observes the spirit and intent of the zoning title because it provides for a use that is encouraged throughout the City, as each property is required to have a stable and corral or a set aside therefor. It also meets all development standards and therefore observes the spirit and intent of the zoning ordinance.

Section 6. Site Plan Review Findings. RHMC Section 17.46.020(A)(1) requires a Site Plan Review for a proposed project with non-exempt grading. The project consists of 56 cubic yards of grading, including 28 cubic yards of cut from the west section of the building footprint and 28 cubic yards of fill in the east portion of the building footprint. The graded area covers more than 2,000 square feet of surface area and will level and flatten the pad for the proposed stable. In accordance with RHMC Section 17.46.050, the Planning Commission makes the following findings:

A. The project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance.

The Project is consistent with the purposes and objectives of the General Plan and is consistent with similar amenities in the community. It will be located in an area on the property that is already developed for equestrian uses. RHMC Section 17.20.120 requires all grading to be balanced on site. Eliminating export complies with the goals of the

General Plan by balancing grading on site. The total grading for the stable is 56 cubic yards and covers over 2,000 square feet of surface area. Grading will be balanced on site.

B. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. Lot coverage requirements are regarded as maximums, and the actual amount of lot coverage permitted depends upon the existing buildable area of the lot.

The development plan substantially preserves the natural and undeveloped state of the lot because minimal grading is required to level the building pad footprint for the stable. The Project site, with the development, will be within the allowed structural coverage (3.5% proposed, 20% maximum permitted), total coverage of the lot (8.25% proposed, 35% maximum permitted).

C. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences.

The proposed development, as conditioned, is harmonious in scale and mass with the site. The existing lot disturbance is 21,700 square feet or 13.9%. The proposed increase of disturbance is 810 square feet or 0.5%. The total proposed disturbed area is 22,510 square feet or 14.4%, and this is still below the 40% maximum permitted. The total proposed grading for this project will be minimal and grading will be balanced onsite. Slopes will not be steeper than 2:1 and no cut or fill areas will exceed a height of three feet. The existing stable building pad is already used for equestrian purposes.

D. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls).

There will be no changes to the overall drainage features on the lot. The stable will be located on a graded pad in an area already used for equestrian purposes. Minimal grading will be done to further flatten the pad so the stable is level and native vegetation and mature trees will not be affected.

E. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area.

Grading is minimal and drainage has been designed to flow with the natural contours of the site. Slopes will not exceed 2:1 and cut and fill areas will not have a height greater than three feet.

F. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course.

No drainage channels will be affected by the proposed grading.

G. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas.

The surrounding native vegetation and mature trees will not be affected.

H. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles.

There are no changes to the circulation patterns on the site.

I. The project conforms to the requirements of the California Environmental Quality Act. This project is also categorically exempt from CEQA pursuant to Section 15301.

See Section 4 above. The Project is exempt from the CEQA Guidelines pursuant to Section 15303(e), Class 3 (New Construction or Conversion of Small Structures).

Section 7. Approvals. Based upon the foregoing findings, the Planning Commission hereby approves the Site Plan Review and Conditional Use Permit requests in Zoning Case No. 23-001 for: (1) the construction of a new 960-square-foot stable and 480-square-foot covered patio to exceed the maximum allowable 200 square feet; and (2) 56 cubic yards of grading covering a surface area of more than 2,000 square feet. The Planning Commission's approval of the Site Plan Review and Conditional Use Permit is subject to the following conditions:

A. The Site Plan and Conditional Use Permit approvals shall expire within two years from the effective date of approval as defined in RHMC Sections 17.46.080 and 17.42.070 of the Zoning Ordinance unless otherwise extended pursuant to the requirements of these sections.

B. If any condition of this resolution is violated, the entitlement granted by this resolution shall be suspended and the privileges granted hereunder shall lapse and upon receipt of written notice from the City, all construction work being performed on the subject property shall immediately cease, other than work determined by the City Manager or his/her designee required to cure the violation. The suspension and stop work order will be lifted once the Applicant cures the violation to the satisfaction of the City Manager or his/her designee. In the event that the Applicant disputes the City Manager or his/her designee's determination that a violation exists or disputes how the violation must be cured, the Applicant may request a hearing before the City Council. The hearing shall be scheduled at the next regular meeting of the City Council for which the agenda has not yet been posted; the Applicant shall be provided written notice of the hearing. The stop work order shall remain in effect during the pendency of the hearing. The City Council shall make a determination as to whether a violation of this Resolution has occurred. If the Council determines that a violation has not occurred or has been cured by the time of the hearing, the Council will lift the suspension and the stop work order. If the Council

determines that a violation has occurred and has not yet been cured, the Council shall provide the Applicant with a deadline to cure the violation; no construction work shall be performed on the property until and unless the violation is cured by the deadline, other than work designated by the Council to accomplish the cure. If the violation is not cured by the deadline, the Council may either extend the deadline at the Applicant's request or schedule a hearing for the revocation of the entitlements granted by this Resolution pursuant to Chapter 17.58 of the Rolling Hills Municipal Code (RHMC).

C. All requirements of the Building and Construction Ordinance, the Zoning Ordinance, LA County Building Code and of the zone in which the subject property is located must be complied with unless otherwise set forth in the Permit, or shown otherwise on an approved plan.

D. The lot shall be developed and maintained in substantial conformance with the site plan on file dated February 21, 2023 except as otherwise provided in these conditions.

E. The conditions of approval of the Resolution shall be printed on a separate sheet and included in the building plans submitted to the Building Department for review and shall be kept on site at all time.

F. Any proposed modifications and/or changes to the approved Project, including resulting from field conditions, shall be discussed with staff so that staff can determine whether the modification is minor or major in nature. Minor modifications are subject to approval by the City Manager or his or her designee. Major modifications are subject to approval by the Planning Commission after a public hearing. Applicant shall not implement modifications or changes to the approved Project without the appropriate approval from the City Manager or designee or the Planning Commission, as required.

G. Prior to submittal of final working drawings to Building and Safety Department for issuance of building and grading permits, the plans for the Project shall be submitted to City staff for verification that the final plans are in compliance with the plans approved by the Planning Commission.

H. A licensed professional preparing construction plans for this Project for Building Department review shall execute a Certificate affirming that the plans conform in all respects to this Resolution approving this Project and all of the conditions set forth herein and the City's Building Code and Zoning Ordinance.

I. Further, the person obtaining a building permit for this project shall execute a Certificate of Construction stating that the project will be constructed according to this Resolution and any plans approved therewith.

J. Structural lot coverage shall not exceed 5,489 square feet, or 3.5%. Total flatwork coverage shall not exceed 7,395 square feet or 4.74%.Total lot coverage shall not exceed 12,883 square feet or 8.25%.

K. Grading shall not exceed 56 cubic yards and all dirt shall be balanced on site.

L. The main building pad coverage shall not exceed 5,584 square feet, or 28.8%.

M. The disturbed area of the lot shall not exceed 22,510 square feet or 14.4%.

N. Notwithstanding Sections 17.46.020 and 17.46.070 of the Rolling Hills Municipal Code, any modification to this project or to the property, which would constitute additional structural development, grading, excavation of dirt and any modification including, but not be limited to retaining walls, drainage devices, pad elevation and any other deviation from the approved plan, shall require the filing of a new application for approval by the Planning Commission.

O. *During construction*, conformance with the air quality management district requirements, stormwater pollution prevention practices, county and local ordinances and engineering practices so that people or property are not exposed to undue vehicle trips, noise, dust, and objectionable odors shall be required.

P. *During construction*, the property owners shall be required to schedule and regulate construction and related traffic noise throughout the day between the hours of 7 AM and 6 PM, Monday through Saturday only, when construction and mechanical equipment noise is permitted, so as not to interfere with the quiet residential environment of the City of Rolling Hills.

Q. The Applicant shall be required to conform with the Regional Water Quality Control Board and County Public Works Department Best Management Practices (BMPs) requirements related to solid waste, drainage, cisterns, and storm water drainage facilities management and to the City's Low Impact development Ordinance (LID), if applicable. Further, the Applicants shall be required to conform to the County Health Department requirements for a septic system.

R. The contractor shall not use tools that could produce a spark, including for clearing and grubbing, during red flag warning conditions. Weather conditions can be found at: **http://www.wrh.noaa.gov/lox/main.php?suite=safety&page=hazard_definitions#FIRE.** It is the sole responsibility of the property owner and/or his/her contractor to monitor the red flag warning conditions. Should a red flag warning be declared and if work is to be conducted on the property, the contractor shall have readily available fire distinguisher.

S. Prior to final inspection of the project, "as graded" and "as constructed" plans and certifications shall be provided to the Planning Department and the Building Department to ascertain that the completed project is in compliance with the Planning Commission approved plans. In addition, any modifications made to the project during construction, shall be depicted on the "as built/as graded" plan.

T. Until the Applicant execute an Affidavit of Acceptance of all conditions of

this approval, the approvals shall not be effective. Such affidavit shall be recorded together with the resolution.

U. During construction, dust control measures shall be used to stabilize the soil from wind erosion and reduce dust and objectionable odors generated by construction activities in accordance with South Coast Air Quality Management District, Los Angeles County and local ordinances, and engineering practices.

V. During construction, activities shall conform with air quality management district requirements, stormwater pollution prevention practices, county and local ordinances, and engineering practices so that people and property are not exposed to undue vehicle trips, noise, dust, objectionable odors, landslides, mudflows, erosion, or land subsidence.

W. During construction, to the extent feasible, all parking shall take place on the project site, but if necessary, any overflow parking may take place within the nearby roadway easements, without blocking access to and over the common driveway to the residences adjacent thereto.

X. The Applicant shall be responsible for keeping the common access roadway in good condition during the entire construction process and shall, at their sole expense, make necessary repairs to the common access roadway should any damage occur during construction of their project.

Y. If an above ground drainage design is utilized, it shall be designed in such a manner as not to cross over any equestrian trails. Any drainage system shall not discharge water onto a trail, shall incorporate earth tone colors, including in the design of the dissipater and be screened from any trail and neighbors views to the maximum extent practicable, without impairing the function of the drain system.

Z. The project shall be reviewed and approved by the Rolling Hills Community Association Architectural Review Committee prior to the issuance of any permits.

AA. The applicant shall comply with the Requirements of the Fire Department for access, water flow and fire fuel modification prior to issuance of the Building permit.

BB. Before construction, Applicants shall clear the property of any dead or alive tumbleweed or dead tree, shrub, palm frond or other plant.

CC. During construction, the dust disturbance must be minimized at all times.

DD. Applicants shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures),

judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF FEBRUARY 2023.

BRAD CHELF, CHAIRMAN

ATTEST:

CHRISTIAN HORVATH, CITY CLERK

Any action challenging the final decision of the City made as a result of the public hearing on this application must be filed within the time limits set forth in section 17.54.070 of the Rolling Hills Municipal Code and Code of Civil Procedure Section 1094.6.

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

I certify that the foregoing Resolution No. 2023-01 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL FOR A SITE PLAN REVIEW FOR NON-EXEMPT GRADING AND A CONDITIONAL USE PERMIT FOR A PROPOSED 960-SQUARE-FOOT STABLE WITH 480-SQUARE-FOOT COVERED PORCH TO EXCEED THE ALLOWABLE 200-SQUARE-FOOT MAXIMUM LOCATED AT 74 PORTUGUESE BEND ROAD, (LOT 37-FT) (WILSON), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

was approved and adopted at a regular meeting of the Planning Commission on February 21, 2023 by the following roll call vote:

AYES:	Cooley, Douglass, Kirkpatrick, Chair Chelf
NOES:	None
ABSENT:	Cardenas
ABSTAIN:	None

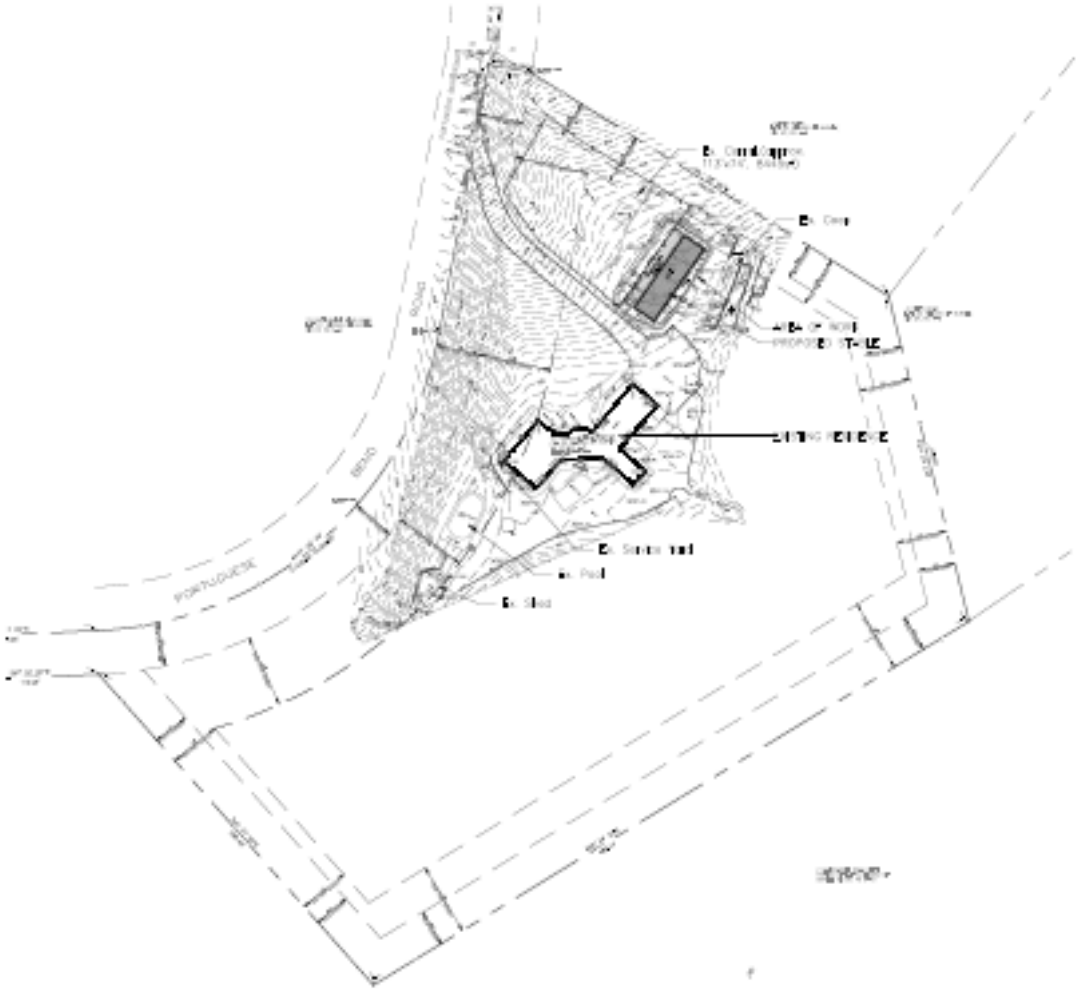
and in compliance with the laws of California was posted at the following:

Administrative Offices.

CHRISTIAN HORVATH
CITY CLERK

WILSON RESIDENCE

74 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274



OVERALL SITE PLAN
SCALE: 1" = 40'

PROJECT INFORMATION

Owner

Owner:

Legal Description

Address:

APN:

Tract:

Lot:

Zoning Summary

Zone:

Setbacks:

Required Reviews:

Variance:

Conditional Use Permit

Mark Description:

Project Summary

Low Impact Development

Designated Project:

Selected BMPs:

Consultants

Civil Engineer:

Architect:

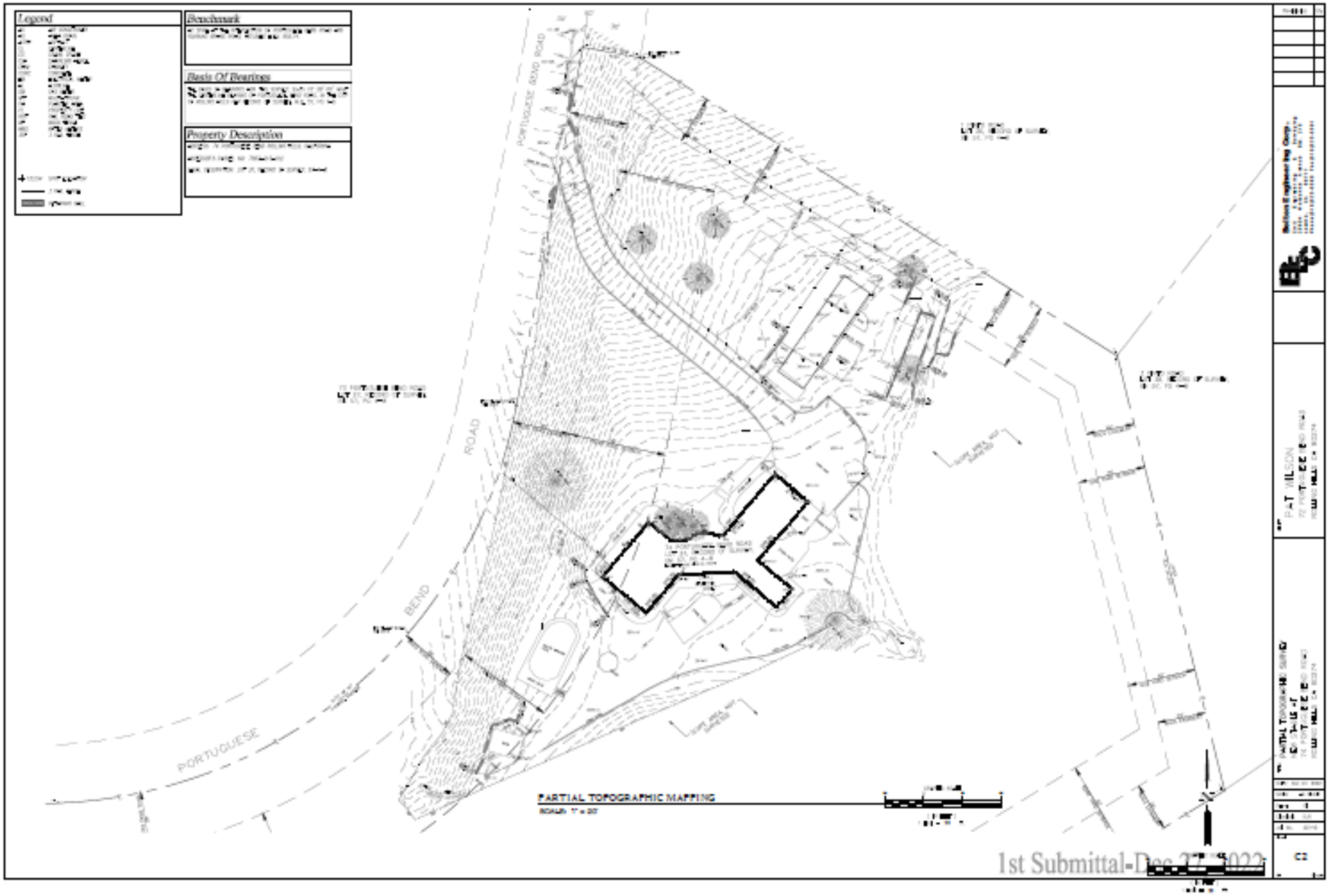
Soils & Geology:

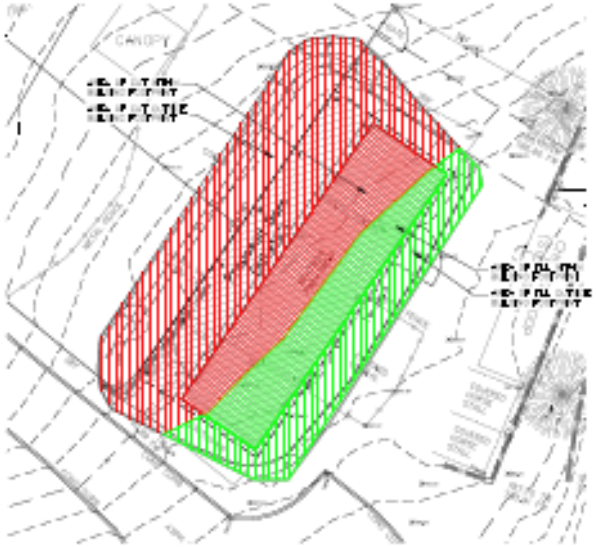
EARTHWORK ESTIMATE

INDEX OF SHEETS

1st Submittal-Dec 27, 2022

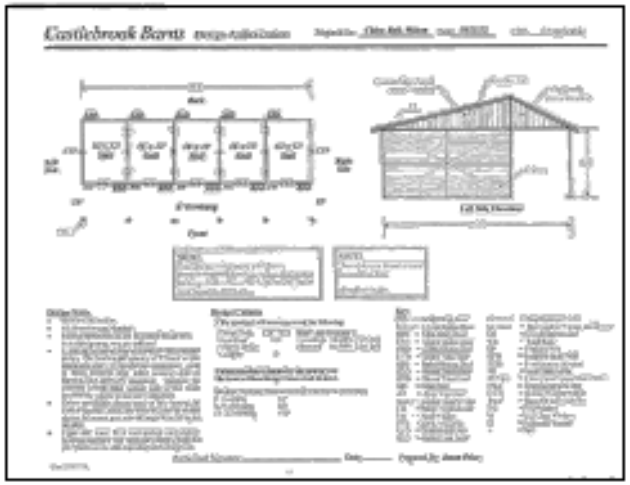
C1


Legend
Benchmark
Basis Of Bearings
Property Description
PORTUGUESE BEND ROAD
PARTIAL TOPOGRAPHIC MAPPING
SCALE: 1" = 20'
1st Submittal-Dec 27, 2022

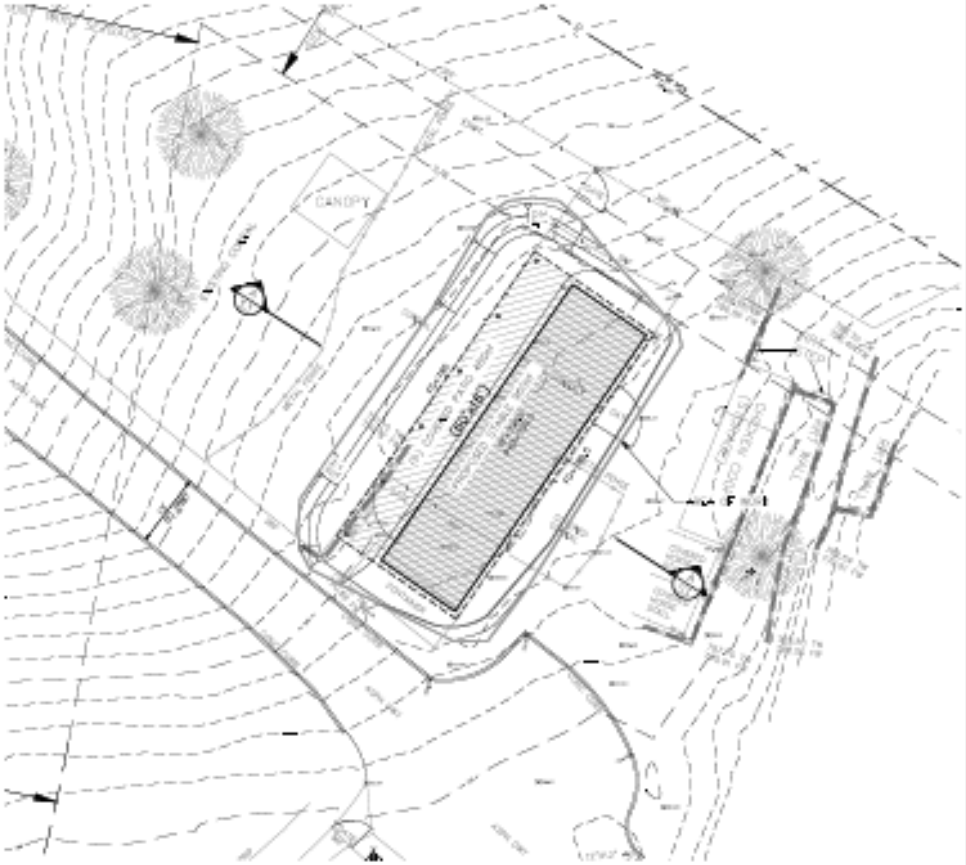


EARTHWORK EXHIBIT

SCALE: 1" = 10'

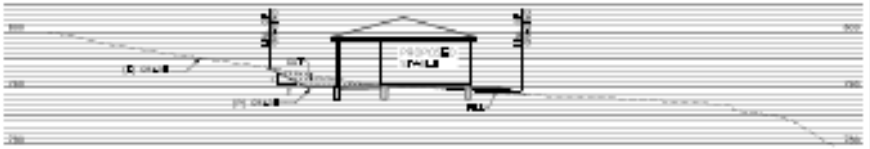


BARN FLOORPLAN AND ELEVATION



SITE PLAN

SCALE: 1" = 10'



SECTION A-A

SCALE: 1" = 10'

1st Submittal-Dec 27, 2022

Development Table Zoning Case No. 23-003 74 Portuguese Bend Road			
Site Plan Review (SPR) and Conditional Use Permit (CUP)	**EXISTING**	**PROPOSED**	**TOTAL**
RA-S- 2 Zone	SINGLE FAMILY RESIDENCE, ATTACHED GARAGE, SWIMMING POOL, SHED, & CHICKEN COOP	SPR FOR GRADING AND NEW 960 SF STABLE WITH 480 SF COVERED PORCH	
Net Lot Area	156,122 SF (3.58 acres)	0 SF	156,122 SF (3.58 acres)
Residence	2,531 SF	0 SF	2,531 SF
Garage	510 SF	0 SF	510 SF
Swimming Pools/Spa	469 SF	0 SF	469 SF
Pool Equipment	24 SF	0 SF	24 SF
Pool House	0 SF	0 SF	0 SF
Stable minimum: 450 SF Corral minimum: 550 SF	0 SF 8,445 SF	960 SF 0 SF	960 SF 8,445 SF
Recreation Court	0 SF	0 SF	0 SF
Stairs	0 SF	0 SF	00 SF
Attached Covered Porches, Entryway, Porte Cochere, Breezeways	0 SF	480 SF	480 SF
Detached Structures: Sheds, Trellises, Gazebos	194 SF	0 SF	194 SF
Chicken Coop	321 SF	0 SF	321 SF
Service Yard	95 SF	0 SF	95 SF
Basement Area	0 SF	0 SF	0 SF
Primary Driveway	2,582 SF	0 SF	2,582 SF
Paved walks, patio areas, courtyards	2,648 SF	0 SF	2,648SF
Other paved areas	1,891 SF	0 SF	1,891 SF
Grading	0 CY	56 CY total 28 CY cut 28 CY fill	56 CY
Structural Lot Coverage (20% max)	4,049 (2.6%)	1,440 SF (0.9%)	5,489 SF (3.5%)
Flatwork Lot Coverage	7,395 SF (4.74 %)	0 SF (0.0 %)	7,395 SF (4.74%)
Total Lot Coverage (Structures and Flatwork) (35% max & with deductions	11,443 SF (7.33%)	1,440 SF (0.92%)	12,883 SF (8.25%)
Total Disturbed Area (40% maximum)	21,700 SF (13.9%)	810 SF (0.5%)	22,510 SF (14.4%)
Building Pad #1 total 7,492 SF Main Residence and Garage	19,388 SF (21.4%)	0 SF	19,388 SF (28.8%)

Agenda Item No.: 12.A
Mtg. Date: 03/27/2023

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

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

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

SUBJECT: **DISCUSSION AND CONSIDERATION OF THE TECHNICAL MEMORANDUM FROM PACIFIC ARCHITECTURE AND ENGINEERING INC., ON OPTIONS TO REPLACE THE EXISTING CITY HALL CAMPUS EMERGENCY STANDBY DIESEL GENERATOR AND PROVIDE DIRECTION TO STAFF**

DATE: **March 27, 2023**

BACKGROUND:

To replace the non-functioning standby generator that provides emergency power to City Hall and the Rolling Hills Community Association building, the City Council authorized an assessment report and considered three options for replacement at the May 10, 2021 City Council meeting. On May 24, 2021, after City Council discussed the three options, staff was directed to: 1) design the solar option; 2) consider leasing portable generator to provide emergency if necessary; and 3) remove the existing non-functioning emergency standby generator, and repair the water intrusion problem at the existing generator structure.

At the June 14, 2021 City Council meeting, City Council approved a second amendment with Pacific Architecture and Engineering, Inc. for preparing plans to remove the existing standby generator including repairing of the water intrusion at the generator housing as well as prepare design plans to implement the solar option. The second amendment with Pacific Architecture and Engineering, Inc. (PAE) was executed in July 2021 and PAE proceeded with preliminary design. City Staff and PAE held several meetings to discuss the proposed solar option and layout. After a period of research and information gathering, PAE provided preliminary design plans for layout of the solar panels in November 2021. The preliminary design plan was reviewed by staff. The available roof surface area, the orientation of the surface area to the sun, and other design/cost factors were considered. The most efficient and cost-effective design was to position all the solar panels on the Rolling Hills Community Association (RHCA)

building.

The preliminary design was provided to RHCA and the plans were reviewed by the Architectural Review Committee on December 7, 2021. The Architectural Committee requested to have solar panels over the entry of the RHCA building be removed and placed on the City Hall Building.

Removing solar panels from the RHCA Building and placing them on the City Hall building will have several impacts/issues to consider: There is a tree at City Hall making the panels less efficient. The city could consider cutting this tree down so that the panels would have more exposure to the sun. There is only space for 29 panels on the City Hall roof versus 66 panels on the RHCA building. Panels on both buildings will drive up the costs of the project. Cost of re-roofing one roof vs two roofs (roughly savings of $20,000 just for roof and waterproofing, and additional $30,000-$50,000 if structural reinforcement is needed).

Through the City Council liaison to the RHCA, the City Council agreed to have the RHCA lead the project. In July 2022, the RHCA presented the option of using a natural gas unit to provide standby power to the City Hall campus. In November 2022, the City Council directed staff to take back the project and provide a comparison analysis between the solar and the natural gas options.

DISCUSSION:
Pacific Architecture and Engineering, Inc. (PAE) was engaged under their existing contract to prepare a technical memorandum comparing the natural gas emergency generator with the solar option. That memorandum with additional information researched by staff is attached for further discussion.

Based on the comparison data provided by PAE, staff recommends that the City Council continue to pursue the solar option. PAE noted that the solar option would provide a much higher cost savings as the solar system would be utilized all the time offsetting the cost of using energy from the grid. Additionally, the unknowns relating to the natural gas option could potentially increase the project cost by 50% having to retrofit the existing shed that houses the diesel generator. The solar option offers more flexibility for expansion as the space needed for a larger battery is easier to accommodate than to accommodate a larger natural gas unit. Natural gas is considered non-renewal energy. This could be a limiting factor in identify viable grants to pay for the construction of the project.

The City Council reviewed PAE's technical memorandum on January 23, 2023 and directed staff to bring this item back for discussion and direction on February 13, 2023.

At the February 13 meeting, the City Council voted to table the item and allow Councilmember Pieper time to speak with the Rolling Hills Community Association president.

At the February 27, 2023 meeting, Mayor Pro Tem Mirsch requested to bring back the item for discussion at the second City Council meeting in March.

FISCAL IMPACT:
The FY 22/23 Adopted Budget does not include funding for this capital project.

RECOMMENDATION:

Staff recommends that the City Council choose one option and provide direction to staff.

ATTACHMENTS:
20221215_Gen Vs Solar memo_V1.pdf

COMPARISON OF NATURAL GAS GENERATOR AND SOLAR PANELS

for the City of Rolling Hills

Below is a summary comparing using a fossil fuel generator or solar panels with battery storage as backup energy:

	FOSSIL FUEL NATURAL GAS GENERATOR	SOLAR ENERGY
CLIMATE IMPACT	HIGH -The usage of fossil fuels is discouraged in the industry.	LOW - Solar panels will not burn any fossil fuel to operate.
INITITAL COST	SIMILAR TO SOLAR - Infrastructure already exists if a new building is not required and existing gas supply may be used.	SIMILAR TO GAS - A battery storage system is required to always have energy available.
SOUND	MEDIUM – Minimize sound by maintaining a proper distance from the occupied area. Creates sound.	LOW - There is almost no noise to the community and surrounding areas. This is of consideration with the site being in close proximity to residences and a school.
SPACE	MEDIUM - Installation takes place in a relatively small space, however a new building may be required.	LOW – Install on existing roof. The battery storage system will require a dedicated space.
RELIABILITY	HIGH - Will operate at any time of the day.	HIGH - Will detect automatic power outages and engage at any time; if a battery storage system is installed.
MAINTENANCE	LOW TO MEDIUM - Fuel needs to be maintained. Scheduled testing should be performed, mechanical components may fail.	LOW - No mechanical parts to fail or fuel to refill. Solar panels may fail after a certain number of years.
ENERGY / Cost SAVINGS	LOW - It will only be used during an outage.	HIGH - The system can provide power anytime it is producing energy yielding savings throughout its life cycle.
Unknowns	It is not confirmed that the generator would fit in the existing shed with the electrical switchgear in the shed.	There may be additional batteries that would need to be purchased at additional cost if it is determined that more battery storage is required.
Flexibility	In order to add more power a larger generator would need to be purchased.	More battery may be added at any time and more solar panels may also be added.

Prepared by Pacific Architecture and Engineering 12/15/2022

Additional information/investigation by staff on Natural Gas Generators:

Advantages:

- The three most obvious pros of using natural gas as a fuel to power your generators is that it is cleaner, less expensive than other non-renewable fuels, and is considerably efficient.
- In comparison to oil and coal, the emissions of sulfur, nitrogen, and carbon dioxide (a greenhouse gas) are considerably lower. Hence, natural gas is one of the cleanest fossil fuels when it burns.
- Another advantage of natural gas generators is that natural gas does not produce a pungent odor, which is fairly common in generators powered by oil or diesel.
- Natural gas generators are also effective in reducing costs when used to power homes. This is because electricity from the main utility source is a far more expensive alternative.
- Apart from being cleaner and cheaper, natural gas is also readily available in large cities since it is delivered directly through pipelines. Hence, when using natural gas powered generators, storage of fuel becomes redundant.

Disadvantages

- When it comes to the cons of natural gas generators, one of its advantages can also be regarded as a disadvantage. Since natural gas need not be stored as it is supplied through gas pipelines, at times of natural calamities the supply of natural gas is disrupted. **You may find yourself facing a lack of fuel when you need to operate your generator the most.**
- Apart from this, natural gas is extremely explosive and can be a serious fire hazard should the pipeline burst.
- In comparison to diesel generators, natural gas generators are:
    - More expensive to run
- Emit more carbon dioxide, which is a greenhouse gas.
- Moreover, natural gas is a limited or non-renewable energy resource.

Additional information/investigation by staff on system life span:

Replacement Frequency / Costs	**Natural Gas Generator well maintained could have 25-30 year life**	**Solar Energy System with Batteries, Solar Panels well maintained could have 25-30 year life. Batteries may only have 5-15 life**

- To get the most benefit out of a Solar Energy System, a battery storage system would be required for the power to be available on days when the solar panels alone would not produce the power required and in emergencies.

Agenda Item No.: 12.B
Mtg. Date: 03/27/2023

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **CONSIDERATION OF THREE SELECTED LOCATIONS FOR THE OUTDOOR SIREN PROJECT TO PERFORM SOUND PROPAGATION ANALYSIS AND APPROVE AMENDED AGREEMENT WITH HQE IN THE AMOUNT OF $4,195**

DATE: **March 27, 2023**

BACKGROUND:
In Fiscal Years 19/20 and 20/21, the City Council provided funding for the Block Captain Program to investigate communication platforms in the event of complete power failure in the community. The Block Captains and City staff used funds to purchase two-way radios and when the handheld radio option proved to be ineffective, a Request for Proposal (RFP) was issued in February 2021 to solicit proposals on other communication systems. The City received one proposal from HQE Systems, Inc. (HQE).

On April 26, 2021, Staff recommended that the City Council engage the services of HQE. The City Council directed Councilmember Pieper to work with Staff to better understand the evolution of the communication project and the scope of the feasibility study. As directed, Staff met with Councilmember Pieper on four occasions: May 20, 2021, July 15, 2021, July 23, 2021 and August 12, 2021. Some of the meetings with Councilmember Pieper included the Lead Block Captains Arlene and Gene Honbo. Staff also worked with Project Manager Alan Palermo and HQE to provide technical information requested by Councilmember Pieper. The Lead Block Captains, along with members of the Block Captains were in support of a feasibility study. The City Council approved a Professional Services Agreement (PSA) with HQE to prepare a feasibility study that would identify the hardware, location of the hardware, software, system integration, and a detailed cost estimate to install a siren system for the community.

At the January 10, 2022, City Council meeting Staff presented the final Feasibility Study and recommended that the City Council conduct a community survey to gauge interest for an outdoor siren system. In review of the Feasibility Study, the City Council requested information relating to the annual maintenance cost of the proposed outdoor siren system. The City Council also requested a street level map of Solution A and Solution B presented in the Feasibility Study.

On March 14, 2022, the City Council unanimously voted to amend the PSA with HQE allocating an additional not-to-exceed $3,500 to investigate potential co-location sites of the poles.

On June 16, 2022, HQE Staff and Block Captain Leads Arlene and Gene Honbo conducted a site visit at the Main Gate, Crest Gate, Eastfield Gate and the Radar Station.

In early July, HQE submitted the revised Feasibility Study that included two additional options: Solution C included the three gates and FAA Radar Station and Solution D included only the three gates.

At the August 8, 2022, City Council meeting, Staff presented potential site locations and to consider Solution D. HQE representatives were present to answer questions from Council and members of the public. HQE informed City Council that they had completed the remaining tasks of the Feasibility Study at no cost to the City, a savings of $22,814 and invited the Council to observe a demonstration of the proposed system, if desired. City Council directed Staff to seek approval from the Rolling Hills Community Association to place the siren poles at the three gate locations.

On September 1, 2022, staff and Councilmember Mirsch attended a demonstration of the proposed outdoor siren system equipment at HQE headquarters. The demonstration included a tour of their facility where manufacturing of the equipment was conducted in-house and a demonstration simulated a test warning that would be sent out in case of an emergency. The equipment used consisted of a single 4' speaker mounted on a pole 25 feet above ground (for Rolling Hills, there would be 4-4' speakers mounted 50 feet above ground at each gate). The quality of the intelligible voice was clear and could be easily heard. The speakers could be adjusted to rotate a few degrees at a time through the use of a software application to ensure the best sound coverage. In staff discussion with HQE, it was conveyed that they were recently awarded a contract with the City of Paradise to install 21 poles and were currently in the process of installing them.

On September 1, 2022, staff also attended the Rolling Hills Community Association (RHCA) Board meeting. Per Council direction, the City Manager asked that the RHCA Manager present to the Board of Directors the City's request to place the siren poles at the three gatehouse locations. During that meeting, the City's question was not presented as requested. As a result, the Board of Directors began asking questions with respect to public safety, an area outside the purview of the RHCA. The Board of Directors ultimately did not discuss the City's request to place siren poles at the three gates. Instead, the Board of Directors requested that the RHCA Manager meet with City Staff and that the RHCA Liaisons meet with the City Council Subcommittee to discuss why the Board of Directors were not informed of the project, if the project was warranted, and concerns relating to only having one proposer submit a proposal for the project.

In addition, per Council direction, Staff reached out to the five homes adjacent to the three gates to inform them of the project. Two residences were in support, one was opposed, and the other two did not respond.

At the September 12, 2022 City Council meeting, the City Council directed the Subcommittee members to follow up with their counterparts at RHCA. On September 15, 2022, Staff made a

presentation at the Rolling Hills Community Association Board meeting requesting an approval to place the siren system at the three gates. The RHCA Board expressed concerns about the health of the guard attendants who would be exposed to high levels of sound emitting from the sirens, interference with the operations of the guardhouses, and aesthetics and noise impacts on residents. The RHCA Board ultimately voted to not support the City's request of placing the siren system at the gates.

Following the RHCA Board meeting, Staff contacted HQE to seek additional information on noise levels that could be heard at the base of the poles. Based on HQE's response, the speakers will emit up to 124 decibels 50' above ground; however, at the base of the pole, the decibel is 90 or equivalent to a hairdryer. Included in the packet is additional information on sound prepared by HQE.

At the September 26, 2022 City Council meeting, the City Council directed Staff to do the following:

- seek input from the First Responders on usage scenarios when the siren system is deployed for evacuation and non-evacuation purposes and system with voice capability vs siren only
- obtain information on easement requirements from the Rolling Hills Community Association

Staff contacted Los Angeles County Fire Department Chief Bennett and Los Angeles County Sheriff's Department Captain Powers to seek their input on the proposed usage scenarios and whether siren only system or a system with siren tone and intelligible voice would be the preferred option. Based on feedback received from the First Responders, their preferred option was the combined siren tone and intelligible voice because it could provide information to residents that are comprehensible regardless of the scenario (e.g., shelter in Place or mandatory evacuation). Staff had also created a flow chart to activate the siren.

In addition, on September 28, 2022, staff submitted a letter to the RHCA requesting easement requirements for siting of poles at locations identified in Solution A and Solution B in easements held by RHCA with a response date of October 6, 2022. It is important to note that RHCA staff was present when pole locations were identified in Solution A and Solution B.

At the October 6, 2022 RHCA Board meeting, the Board discussed the item and requested that the City follow these procedures:

1. Obtain permission from the owner of the property where the siren will be placed,
2. Submit a written request to the Board for a license(s) to use the Association easement for Board review and approval. The request should include:
    - Site plan with the location of the pole and any ground mounted equipment indicated,
    - Specifications of the height and size of the pole and any pole mounted equipment

Site plans should include property and easement lines, edge of pavement and property address. If the license was approved by the Board, the City would be responsible for legal and recording fees incurred for the license agreement(s). RHCA would waive fees for excavation permits.

Per Council direction, the pole locations wereidentified based on the "Outdoor Siren Location-

Street Level" prepared by HQE:

Solution A - Proposed Pole Locations

- Siren A-1: On Blackwater Canyon Trail (behind 13 Portuguese Bend Rd) between Lower Blackwater Canyon Rd and Portuguese Bend Road
- Siren A-2: In front of 9 Upper Black Canyon Rd
- Siren A-3: In front of 57 Saddleback Rd
- Siren A-4: On Storm's Ridge Trail/Buggy Whip Trail (near 4 Storm Hill Ln)
- Siren A-5: In the canyon behind 4 Possum Ridge Road
- Siren A-6: Near 4 Poppy Trail
- Siren A-7: In the canyon behind 1 Hackamore Rd
- Siren A-8: Near 74 Portuguese Bend Rd
- Siren A-9: On Crest Rd East (near 63 Crest Road East)

Solution B- Proposed Pole Locations

- Siren B-1: On Pine Tree Lane (adjacent to 10 Pine Tree Ln)
- Siren B-2: Corner of Portuguese Bend Road and Fuld's Furlong Trail
- Siren B-3: In the canyon on Crest Road East (east of 38 Crest Road East)

Based on the discussion from the October 10, 2022 City Council meeting, staff was directed to the do following:

- seek permission from CalWater to place 50' poles at their water facilities
- identify City properties where the poles could be placed

On October 19, 2022, Staff held a virtual meeting with CalWater representatives to discuss whether there was a possibility of installing poles at their three water facilities. CalWater representatives were open to the discussion and asked that the City provide additional information such as the specification of poles to be installed, length of access needed at their facilities, and any electronic equipment placed on poles. The requested information would assist CalWater in determining if the proposed poles would interfere with their current operations and/or any future planned activities at their sites. It may take up to the end of this year or early next year for CalWater to decide if their sites are viable options to install the poles.

HQE has been a generous partner with the City in providing additional information requested by staff without receiving additional compensation. Given the new locations to investigate, it was necessary to obtain another proposal from HQE in order to conduct a site survey, perform a sound propagation analysis, provide systems option and cost to provide technical support to third-party entities. HQE submitted a proposal in the amount of $6,095 to evaluate up to four sites and correspond directly with CalWater on behalf of the City on technical matters.

At the October 24, 2022 City Council meeting, the City Council directed staff to engage the services of HQE to provide technical support in conversations with CalWater for $1,900.

To keep the community informed of the outdoor siren project, the City published a Special Blue Newsletter on October 27, 2022 identifying the proposed ten sites with the disclaimer that the final locations were not confirmed.

On October 28, 2022, staff, HQE, and CalWater representatives held a follow-up meeting to discuss the proposed locations, specification of poles to be installed, length of access needed

at their facilities, and any electronic equipment placed on poles. During the meeting, CalWater eliminated the following facilities for consideration due to space constraints: CalWater Reservoir #12, 23 Portuguese Bend (Water Tank Trail/Black Water Cayon/Tallyhand Rd), CalWater on Sunnyridge Rd in unincorporated LA County and tentatively allowed the possibility of installations of poles at the CalWater Reservoir #22 on Spur Lane and at 3960 Crest Road upon further review by various CalWater departments. On November 1, 2022, with assistance from HQE, staff submitted the requested document to CalWater for their review.

Subsequent to that meeting, the City published another Special Blue Newsletter on November 3, 2022, updating the residents of promising news in which CalWater had tentatively allowed two facilities as possible sites for the installation of siren poles. Following that publication, Mr. Frederick Lorig submitted an email on November 7, 2022 to staff and the City Council to express his concerns.

At the November 14, 2022 City Council meeting, the City Council directed Staff to eliminate the CalWater facility on Spur Lane and look into two other locations: Fire Station 56 and Rancho del Mar High School, located at 12 and 38 Crest Road West.

On December 5, 2022, staff, HQE and representatives from CalWater, Los Angeles County Fire Department, and Palos Verdes Peninsula Unified School District conducted separate consultation visits at the three proposed sites to assess the properties and answer questions from the respective agencies. All three agencies were in support of having the poles placed at their properties and were open to assisting the City with its outdoor siren project.

At the December 13, 2022 City Council meeting, the City Council directed Staff to send out a Blue Newsletter with one side using a simplified map with the eight proposed locations and the other side with photos depicting the siren system. In addition, the Blue Newsletter should also indicate that the City Council is soliciting feedback and that this item will continue in January.

On December 22, 2022, staff mailed the Special edition of the Blue Newsletter based on the City Council's direction. At the time of writing, the City received seven comments. Due to the holiday season and to provide ample opportunity for comments on the outdoor siren project, an identical Special Blue Newsletter was mailed on January 9, 2023 to solicit additional community feedback.

At the January 23, 2023 City Council meeting, Staff provided an update that the City received a total of 21 written comments from 49 residents (i.e., one letter had 32 signatures). The majority of the written comments received (or 76% of the residents) were in support of the siren system, while five residents expressed the need for better cell phone reception. The City Council directed Staff to narrow the potential siren pole locations from eight to up to four locations. HQE identified three recommended locations:

- City Hall;
- Fire Station 106 (12 Crest Road West) and;
- CalWater Facility (3960 Crest Road)

In addition, two Council members provided a summary of their conversations with the Town of Paradise and the Cities of Mill Valley and Laguna Beach on each of the Cities' experience on their existing siren system.

At the February 13, 2023 City Council meeting this presentation was tabled and the Council

directed the City Manager to give a report on the City of Rolling Hills progress thus far related to the siren project with HQE and gauge interest from the other Peninsula cities at the March 9, 2023 Peninsula Public Safety Committee Meeting.

DISCUSSION:

At the March 9, 2023 Peninsula Public Safety Committee Meeting, The City Manager presented the City's progress as directed and requested feedback from the three other cities in the event they were interested in a Peninsula-wide collaboration. Councilmember Dieringer also presented materials from another vendor. On Councilmember Dieringer's motion, the Committee directed the respective City staffs to explore mass notification systems and grants for the Peninsula.

Staff recommends the approval of the additional work outlined in the attached HQE proposal in the amount of $4,195 to perform a sound propagation analysis and provide system option for the three locations.

FISCAL IMPACT:
There is sufficient funding in FY 2022-2023 Capital Improvement Project (CIP).

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230213_HQE_Amendment03.pdf
CL_AGN_230213_CC_HQE_ScopeOfWork2_221020.pdf
CL_AGN_230213_CC_3 Potential Sirens Locations.pdf

THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Third Amendment") is made and entered into this __ day of February, 2023, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and HQE Systems, Inc., a California corporation with its principal office at 42075 Remington Avenue, Suite #109, Temecula, California 92590 (hereinafter the "CONSULTANT"). CITY and CONSULTANT are sometimes referred to in this First Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

A. CITY and CONSULTANT have entered into that certain Professional Services Agreement for Emergency Communications System services last executed on August 26, 2021 (the "Agreement").

B. CITY and CONSULTANT are parties to the Agreement that was amended by the First Amendment to the Agreement dated April 11, 2022 ("the First Amendment") and the Second Amendment to the Agreement dated October 10, 2022 ("the Second Amendment"). The CONSULTANT rendered services under the Agreement, the First Amendment, and the Second Amendment and the CITY paid CONSULTANT for its services.

C. The Parties now desire to amend the Agreement in order to provide for additional compensation to CONSULTANT for further sound propagation modeling which is already included in CONSULTANT'S scope of work.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree the following terms, as set forth in this First Amendment.

1. Section 3 "Cost" of the Agreement is amended to read as follows:

> The CITY agrees to pay CONSULTANT for the Scope of Services attached to the Agreement as Exhibit A and incorporated therein by reference, a fixed fee of Three Thousand Two Hundred Eighty Dollars ($3,280). The CITY agrees to pay CONSULTANT for the Supplemental Services, a fixed fee of Three Thousand Five Hundred Dollars ($3,500). The CITY agrees to pay CONSULTANT for the Supplemental Services, a fixed fee of One Thousand Nine Hundred Dollars ($1,900). The CITY agrees to pay the CONSULTANT for the Supplemental Services, a fixed fee of Four Thousand One Hundred and Ninety-Five Dollars ($4,195). These amounts include the cost for the services and all expenses, travel and mileage, attendance at meetings, and reimbursable expenses.

4. Except as amended by this First Amendment, Second Amendment or Third Amendment all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first written above.

CITY OF ROLLING HILLS **HQE SYSTEMS, INC.**

_____ _____

ELAINE JENG, City Manager HENRY HERNANDEZ, Chief Operating Officer

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

PATRICK DONEGAN
CITY ATTORNEY

Estimate

From

HQE Systems, Inc.
27419 Via Industria
Temecula, CA 92590
1 (800) 967-3036

Estimate For **City of Rolling Hills, CA**

Estimate Id **RHCA - 4231**

Issue Date 10/12/2022

Subject City of Rolling Hills - Feasibility Study

Item Type	Description	Quantity	Unit Price	Amount
Services	**Feasibility Study** Outdoor Mass Notification systems to include a site survey (up to 4 sites), Sound Propagation Analysis of the sites (up to 4 sites), and Proposed Systems Option (up to 4 sites)	1.00	$4,195.00	**$4,195.00**
	Coordination and technical support with any 3rd party organizations. Up to 20 hours.	1.00	$1,900.00	$1,900.00

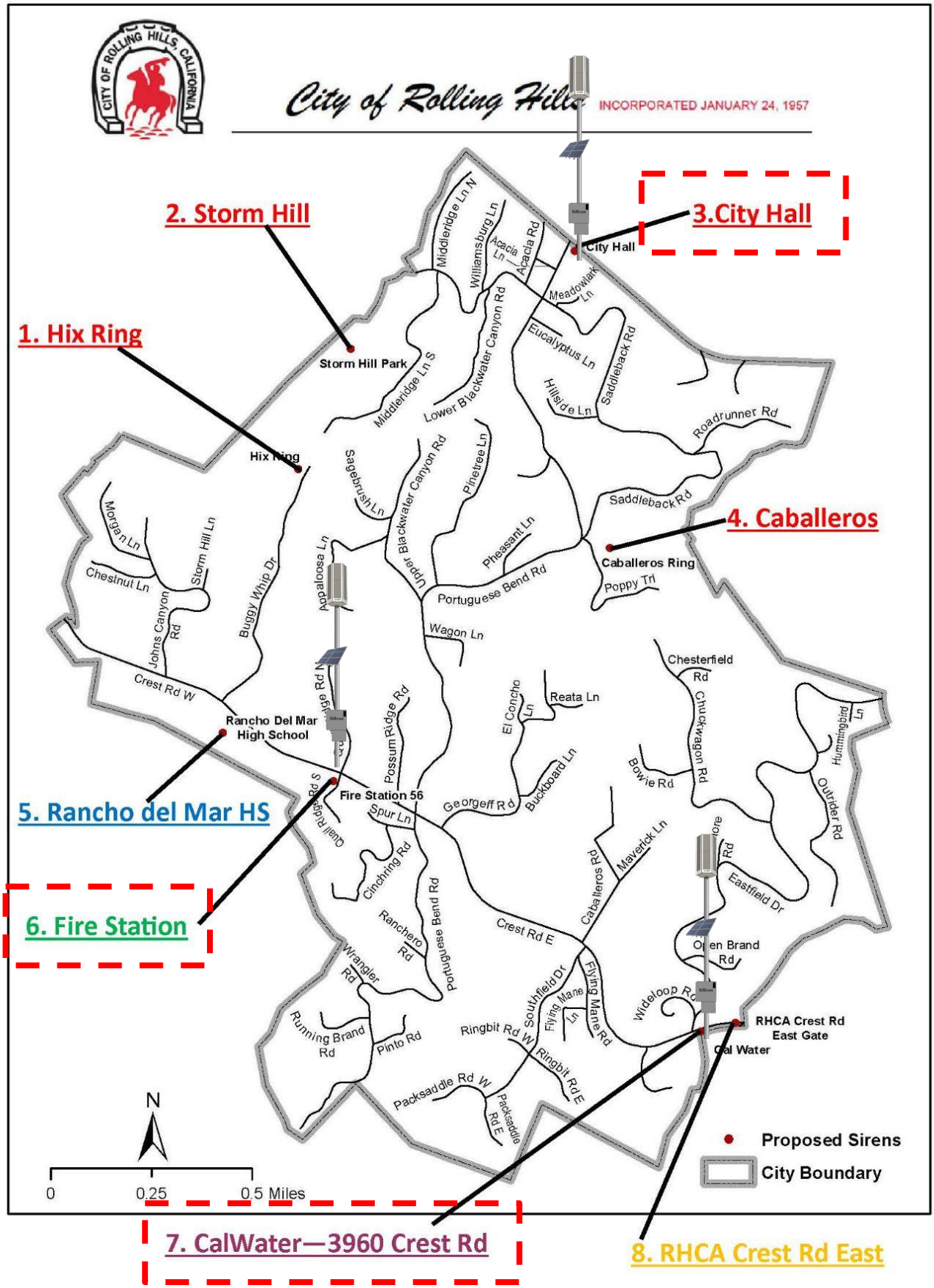
Estimate Total $6,095.00

Notes

Prices are firm until expiration date above unless shown otherwise. Upon acceptance, prices are firm for 30 days. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a representative of HQE Systems, Inc.. Installation is not included unless specifically quoted as a line item above. See attached Terms sheet.

Payment Terms: Prior to Shipment

Quote Approved by: _____ Date: _____


City of Rolling Hills
INCORPORATED JANUARY 24, 1957
CITY OF ROLLING HILLS, CALIFORNIA
2. Storm Hill
3.City Hall
1. Hix Ring
4. Caballeros
5. Rancho del Mar HS
6. Fire Station
7. CalWater—3960 Crest Rd
8. RHCA Crest Rd East
City Hall
Storm Hill Park
Hix Ring
Caballeros Ring
Rancho Del Mar High School
Fire Station 56
RHCA Crest Rd East Gate
Cal Water
Middleridge Ln N
Middleridge Ln S
Williamsburg Ln
Acacia Ln
Acacia Rd
Meadowlark Ln
Eucalyptus Ln
Saddleback Rd
Hillside Ln
Roadrunner Rd
Lower Blackwater Canyon Rd
Sagebrush Ln
Pinetree Ln
Pheasant Ln
Portuguese Bend Rd
Poppy Trl
Wagon Ln
Morgan Ln
Storm Hill Ln
Chestnut Ln
Johns Canyon Rd
Buggy Whip Dr
Crest Rd W
Appaloosa Ln
Ridge Rd N
Possum Ridge Rd
Quail Ridge Rd S
Spur Ln
Cinchring Rd
Ranchero Rd
Wrangler Rd
Running Brand Rd
Pinto Rd
Packsaddle Rd W
Packsaddle Rd E
Ringbit Rd W
Ringbit Rd E
Crest Rd E
Georgeff Rd
El Concho Ln
Reata Ln
Buckboard Ln
Caballeros Rd
Maverick Ln
Chesterfield Rd
Chuckwagon Rd
Bowie Rd
Hummingbird Ln
Outrider Rd
Eastfield Dr
Open Brand Rd
Wideloop Rd
Flying Mane Rd
Flying Mane Ln
Southfield Dr
N
0
0.25
0.5 Miles
Proposed Sirens
City Boundary

Agenda Item No.: 13.A
Mtg. Date: 03/27/2023

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **FINANCE COMMITTEE RECOMMENDATIONS REGARDING FEES AND THE FISCAL YEAR 2023/24 BUDGET FROM THE MEETING OF MARCH 9, 2023**

DATE: **March 27, 2023**

BACKGROUND:
On March 9, 2023, the Finance/Budget/Audit Committee held a meeting and discussed updating the fee schedule to include an advertising fee and eliminate the false alarm fee. At the conclusion of the meeting, the Committee recommended both to the City Council.

Advertising Fee:

During the 2022-2023 Fiscal Year (FY) budget process, the cost of advertising public hearing notices was discussed and staff was directed to recoup advertising costs from applicants of development projects. In previous years, public notices published in the newspaper would be paid by the City out of the General Fund. Starting July 1, 2022, staff began collecting a deposit of $750 for new development applications. However, tracking a deposit is difficult and time-consuming because of overhead charges and staff time. Deposits are reimbursed to the applicant for unused amounts or if the deposit does not cover costs then staff must request more funds from the applicant.

It should be noted that for FY 2022-2023, Council approved a budget of $15,000 in revenues to cover advertising costs from private development projects.

False Alarm Fee:

Section 3 (G) of the City adopted fee schedule (Resolution No. 1297) establishes fees for responses to residents' false alarms, which are handled by Los Angeles County Sheriffs pursuant to a contract between the City and the County for public safety services. The fee schedule grants two (2) warnings, a $50 fee for the 3rd instance, and increasing to $200 for the 6th instance within a year. If not paid after 30 days, the fees range from $100 for the 3rd

instance to $1,000 for the 6th.

Over the last few years, residents have received false alarm notices requiring them to pay the appropriate fees. During that time, no fees have been collected by the City. Essentially, residents have collectively ignored the notices.

DISCUSSION:
Advertising Fee

It is not unusual for applicants to pay for advertising costs as part of a development application. In reviewing advertising costs from 2022, the average cost came out to $747.82 based on 12 development applications. This includes costs to publish in the Daily Breeze, postage costs for 100 letters, and an 18% overhead to cover administrative time and materials.

Project	**Daily Breeze**	**18% Overhead**	**Postage***	**18% Overhead**	**TOTAL**
4 Storm Hill Ln	$ 559.64	$ 100.74	$ 57.00	$ 10.26	$ 727.64
2 El Concho CTV	$ 481.40	$ 86.65	$ 57.00	$ 10.26	$ 635.31
23 Crest Rd E	$ 572.34	$ 103.02	$ 57.00	$ 10.26	$ 742.62
29 Crest Rd W	$ 553.89	$ 99.70	$ 57.00	$ 10.26	$ 720.85
8 Middleridge Ln S	$ 626.20	$ 112.72	$ 57.00	$ 10.26	$ 806.18
8 Quail Ridge N	$ 578.16	$ 104.07	$ 57.00	$ 10.26	$ 749.49
2 El Concho CTV	$ 539.72	$ 97.15	$ 57.00	$ 10.26	$ 704.13
2 Flying Mane Rd	$ 590.17	$ 106.23	$ 57.00	$ 10.26	$ 763.66
11 Flying Mane Rd	$ 719.90	$ 129.58	$ 57.00	$ 10.26	$ 916.74
12 UBWC	$ 522.72	$ 94.09	$ 57.00	$ 10.26	$ 684.07
21 Chuckwagon Rd	$ 544.32	$ 97.98	$ 57.00	$ 10.26	$ 709.56
12 UBWC	$ 632.48	$ 113.85	$ 57.00	$ 10.26	$ 813.59
TOTAL	$ **6,920.94**	$ **1,245.77**	$ **684.00**	$ **123.12**	$ **8,973.83**
AVERAGE	$ **576.75**	$ **103.81**	$ **57.00**	$ **10.26**	$ **747.82**

			*Postage is 57 cents times 100 stamps
			**Depending on where a property is located, mailing can be sent to 30-120 properties

The table above does not include the City's cost in advertising for code amendments and General Plan amendments, which are covered by the City's General Fund.

As of January 24, 2023, the US Postal Service raised the cost of postage from $0.57 to $0.63 which is a 10.5% increase. This increase, along with inflation, will lead to advertising costs becoming more expensive.

The Committee recommends formalizing the advertising fee in the City's fee schedule and charge $750 from applicants to recover the advertising cost.

False Alarm Fees

Given the small amount of the fee and the administrative costs incurred to send out notices and to track the notices sent and fees outstanding, the Finance Committee supported staff's recommendation to eliminate the fee.

General Fund Balancing Strategy

On January 23, 2023, City Council directed staff to work with the Finance Committee to develop a strategy and measures to balance the fiscal year 2023/24 General Fund budget which is facing a preliminary deficit of approximately $406,000. As such, two meetings were scheduled of the Finance Committee, the first on February 13, 2023 and the second on March 9, 2023.

At the first meeting, staff presented several proposed budget reductions totaling $173,473 and projected growth in revenues of $91,430. However, staff also presented proposed structural fixes of $213,000 that add to the deficit. As a result, the projected deficit was lowered to approximately $354,000 as shown below.

Initial Projected Deficit	$406,071
Staff Proposed Reductions	(173,473)
Structural Fixes	213,000
Estimated Revenue Growth	91,430
Outstanding Deficit	$354,168

At the second meeting, the Finance Committee identified $348,500 in additional budget reductions, reducing the deficit down to $5,668, which at this stage in the process is essentially balanced. It is important to note that the $348,500 includes the full elimination of the $231,500 subsidy by the General Fund to the Refuse Fund, which was proposed by Committee Pieper but not supported by Committee member Black. Instead, Committee member Black proposed a 50% ($115,750) reduction of the subsidy. Based on Committee member Black's recommendation, additional budget reductions totaling $115,750 would be needed, such as eliminating the vacant Management Analyst position or a much more

dramatic reduction in the code enforcement program.

Staff also wanted to call attention to one of balancing measures suggested by staff and supported by the Finance Committee, which is to using approximately $67,000 from the funds held in the City's Section 115 Pension Trust Fund administered by PARS to pay for the payment toward the unfunded pension liability. The Section 115 Trust account, which has approximately $438,000 as of January 31, 2023, was created to accumulate assets specifically for the unfunded pension liability. As of June 30, 2022, the balance of the unfunded liability was approximately $391,000. In addition to the normal annually required contribution based on a % of payroll, the City pays annually towards the unfunded liability. In fiscal year 2023, the City paid $66,391 and will continue to make similar contribution towards the unfunded liability for the foreseeable future. Although staff recommends the use of the Section 115 Trust assets for next fiscal year, staff and Council can evaluate next year whether the continued use of these assets towards the unfunded liability beyond next year is needed.

The details of all of balancing measures proposed by staff and the Finance Committee are included in the attached Summary of Proposed Balancing Strategy.

Proposition 218 Rate Noticing

In spite of the lack of unanimity regarding the reduction of the subsidy, both Committee members recommended that staff mail out notices to City residents based on complete elimination of the subsidy, but to then monitor revenues through June to determine to what extent the actual rate increases are needed to close the General Fund budget gap.

FISCAL IMPACT:
Recovering the advertising fee of $750 from development applicants will save the City an estimated $15,000 per year.

Eliminating the nominal false alarm fee would not result in any revenue loss but would eliminate the cost of staff time currently spent issuing and monitoring the notices.

RECOMMENDATION:
Staff recommends the City Council:

A. Receive and file a report from staff on the recommendations of the Finance Committee regarding the following items stemming from the March 9, 2023 meeting:
   a. Publication/Noticing Fees
   b. False Alarm Fees
   c. Balancing measures for the Fiscal Year 2023/24 General Fund Budget;

B. Adopt Resolution No. 1333 adding a $750 fee for publication/noticing fees applicable to private development projects and eliminating false alarm fees; and

C. Provide staff with direction regarding refuse rates for purposes of potential noticing requirements for City residents.

ATTACHMENTS:
CL_AGN_230327_CC_ProposedBalancingStrategy.pdf
ResolutionNo1333_FeeSchedule_FY23-24_AdvertisingFee.pdf
ResolutionNo1297_FeeSchedule_FY22-23_CTV_Update_E.pdf

CITY OF ROLLING HILLS
Summary of Proposed Balancing Strategy
General Fund
Fiscal Year 2023/24

	Amount	Description
FY 2022/23 OUTSTANDING DEFICIT	$ 406,071	
Increase in Revenues	(91,430)	
Staff Recommended Reductions		
City Admin Operating Budget - Ongoing	(8,127)	5% Across the Board
Planning Operating Budget - Ongoing	(3,115)	5% Across the Board
Emergency Preparedness	(32,800)	Eliminiate Areas 1 and 2 Maintenance
Repair & Maintenance	(25,000)	Adjust to Recent Trends + Red Janitor Svcs
Utilities	(25,212)	Adjust to Recent Trends
Property Development - Legal	(20,000)	Adjust to Recent Trends
IT Services	(2,500)	Clean up stale and unneeded accounts.
South Bay Comm Organizations	(5,000)	Adjust to Recent Trends
Community Recognition	(10,000)	Adjust to Recent Trends
Stormwater Management	(21,719)	Adjust to Expected Actual
Code Enforcement	(20,000)	Reduced contract + Traffic Eng
Sub-Total	(173,473)	
Structural Fixes		
Contracted Building Services	150,000	Adjust based on increased activity/revenue
Increase Refuse Subidy	63,000	Adjust to Expected Actual
Sub-Total	213,000	
Finance Committee Recomm'd Reductions		
Eliminate Election Expense	(15,000)	No election in FY 2024
Reduce City Council Expense	(5,000)	Cut budget by 50%
Reduce Funding for Block Captains	(30,000)	Based on Expcted actuals of $20k
Use Section 115 Trust for UAL Pmt	(67,000)	
Eliminate Refuse Subsidy	(231,500)	Pieper = Eliminate 100%; Black = 50%
Sub-Total	(348,500)	
ONGOING DEFICIT - FY 2023/24	$ 5,668	

RESOLUTION NO. 1333

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS MODIFYING THE ROLLING HILLS FEE RESOLUTION AND REPEALING RESOLUTION NO. 1297.

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

Section 1: The following fees are established and charged for applications for processing discretionary cases for Planning, Zoning and Subdivisions and shall be paid by the applicant prior to submission for public hearing, pursuant to Title 16 (Subdivision) and Title 17 (Zoning) of the Rolling Hills Municipal Code:

A.	Site Plan Review	$ 1,500
B.	Conditional Use Permit	$ 1,500
C.	Variance	$ 1,250
D.	Variance, Minor	$ 750
	1. Minor deviation into required yard setback, not exceeding 5' and attached to main residential structure	
E.	Multiple discretionary reviews;	Most expensive fee for the first review and 1/2 fee for second review. No cost for third or more reviews.
F.	Lighting Ordinance Modification	$ 375
G.	Outdoor Lighting Audit	$ 150 (initiated by resident)
H.	Time extension	$ 200
I.	Zone Change	$ 2,000
J.	General Plan Amendment	$ 2,000
K.	Zoning/Subdivision Code Amendment	$ 2,000
L	Discretionary Approval Modification	$ 2/3 of original application fee
M.	Appeal Fee	$ 2/3 of original application fee
N.	City Council and Planning Commission interpretation	$ 375 Fee to be credited if results in filing of a formal

	and miscellaneous reviews	application to City Council or Planning Commission
O.	Environmental Review fees for discretionary permits	
	1. Preparation and Staff Review of Initial Study	$ 200
	2. Preparation of Negative Declaration or Mitigated Negative Declaration	$ 50 (plus fee charged by CA Department of Fish and Wildlife, applicable, as adjusted annually)
P.	Environmental Impact Reports	Consultant fee plus 10%
Q.	County Clerk Processing Fee	County fee
R.	Lot Line Adjustment	$ 1,500, plus County fee
S.	Tentative Parcel/Tract Map	$ 1,500, plus County fee
T.	Final Parcel/Tract Map	County fee
U.	Zoning violation and construction penalty fee	$ 1,500

1. Applications for illegal or "as built" grading or construction or non-compliance with approved plans for projects that require Planning Commission review. Fee is charged in addition to the discretionary application review fee.

V.	Stop work order	$ 200

1. Fee charged for each additional "stop work order" that is issued beyond the original stop work order for illegal construction and grading activity.

W.	Service Request (For services provided by L.A. County not included in the General Services Agreement)	County fee, plus 20%
X.	Appeal of Zone Clearance	$ 375
Y.	Stable Use Permit (For stables under 800 sq ft considered by the Planning Commission)	$ 375
Z.	Major Remodel Review (For remodels of more than 50% demolition)	$ 375

Section 2. The following fees are established and charged for applications for processing View Impairment, Traffic Commission, and Accessory Dwelling Unit cases:

A. View Impairment

1. Review by Committee on Trees and Views Processing fee

A.	Complaint against single property	$2,000
B.	Complaint against multiple properties	$2,000 per property

2. Environmental Review Fees

A.	Preparation and Staff Review of Initial Study	$ 200
B.	Preparation of Negative Declaration or Mitigated Negative Declaration	$ 50 (plus fee charged by CA Department of Fish and Wildlife, if applicable, as adjusted annually)

B. Traffic Commission Review

1. New driveways or other traffic related items $ 300

C. Accessory Dwelling Unit

1. Accessory Dwelling Unit or Junior Accessory Dwelling Unit $ 375

Section 3. The following fees are established and charged for General Administration processing:

A.	General Plan	$ 30
B.	Zoning Code	$ 25
C.	Subdivision Code	$ 25
D.	Budget	$ 30
E.	Zoning Map	$ 3
F.	Xeroxed copies, each page	$ 0.25

G.

Section 4. The following fees are established and shall be collected for each permit pursuant to Title 15, (Building and Construction) of the Rolling Hills Municipal Code:

A.	1.	BUILDING PERMIT	Two and one-quarter times the amount set forth in the Building Code for each fee, table and schedule therein.
	2.	PARKS AND RECREATION	Each new residential dwelling shall pay 2% of the first $ 100,000 of construction valuation, plus 0.25% of such valuation over $ 100,000.
B.		PLUMBING PERMIT	Two and one-quarter times the amount set forth in the Plumbing Code for each fee, table and schedule therein.
C.		MECHANICAL PERMIT	Two and one-quarter times the amount set forth in the Mechanical Code for each fee, table and schedule therein.
D.		ELECTRICAL PERMIT	Two and one-quarter times the amount set forth in the Electrical Code for each fee, table and schedule therein.
E.		GEOTECHNICAL REPORT, SITE AND PLAN REVIEW	0.42% of the valuation of the proposed structures; however, minimum fee shall be $ 535.00 and the maximum fee shall be $ 3,588.00
F.		SOLAR AND PHOTOVOLTAIC SYSTEMS AND APPURTENANT EQUIPMENT	The amount set forth in the Los Angeles County Building and Electrical Codes for each fee, table and schedule therein, plus $ 60.11 City administrative fee.

Section 5. The following fees are established and shall be collected for each permit pursuant to Title 15, (Building and Construction) of the Rolling Hills Municipal Code for review

conducted by the City's contract building official, other than Los Angeles County Department of Building and Safety:

A.	BUILDING PERMIT	In addition to the provisions of Section 4 A.1 of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official.
B.	PLUMBING PERMIT	In addition to the provisions of Section 4 B. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official.
C.	MECHANICAL PERMIT	In addition to the provisions of Section 4 C. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official.
D.	ELECTRICAL PERMIT	In addition to the provisions of Section 4 D. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees shall be charged for the alternative use of the City's contract building official.
E.	GEOTECHNICAL REPORT, SITE AND PLAN REVIEW	In addition to the provisions of Section 4 E. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fess shall be charged for the alternative use of the City's contract building official.
F.	SOLAR AND PHOTOVOLTAIC SYSTEMS AND APPURTENANT EQUIPMENT	In addition to the provision of Section 4 F. of this resolution, a 25% surcharge on Los Angeles County Department of Building and Safety fees, plus $60.11

	City administrative fee, shall be charged for the alternative use of the City's contract building official.

Section 6. The following fees are established and shall be collected for each permit relating to construction and demolition waste:

A.	CONSTRUCTION AND DEMOLITION PERMIT	$ 150 single project permit, plus $1,000 deposit refundable upon submittal of a Certificate of Compliance.

Section 7. The following fines are established for issuance of administrative citations relating to a violation of Chapter 9.58 of the Rolling Hills Municipal Code:

Administrative Penalty for violation of Chapter 9.58	$ 2,500	1st violation
	$ 5,000	2nd violation within one year of the 1st violation
	$ 7,500	Each additional violation within one year of the 1st violation

Section 8. The following fees are established and charged for processing landscaping submittals subject to the requirements of the Water Efficient Landscape Ordinance.

Review of landscape submittal package and verification of compliance	$1,500 (portion refunded if not spent; additional funds may be collected, if needed to complete the review); plus $5,000 deposit refundable upon submittal of a Certificate of Compliance.

Section 9. The following fees are established and charged for processing utility pole removal reimbursement applications pursuant to City Council Resolution No. 1259.

Review of utility pole removal reimbursement application.	$100
Appeal of utility pole removal reimbursement decision.	$300

Section 10. The following fee is established and charged for processing wireless telecommunication facility applications:

Application fee:	$1,000

Section 11. The following fee is established and charged for processing advertising costs:

Advertising fee:	$750

Section 12. Should the City accept payment of any fee identified in this resolution by means of credit card, an additional 3% surcharge on such fee shall be charged as a convenience fee for processing the payment. When City accepts payment by means of credit card, it shall also accept payment by means of cash or check.

Section 13. The fees set forth do not exceed the estimated reasonable cost of providing such services.

Section 14. The City Council Resolution No. 1297 is hereby repealed and superseded by this Resolution .

PASSED, APPROVED, AND ADOPTED this 27th day of March, 2023.

_____
PATRICK WILSON
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

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

I certify that the foregoing Resolution No. 13XX entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS MODIFYING THE ROLLING HILLS FEE RESOLUTION AND REPEALING RESOLUTION NO. 1297

was approved and adopted at a regular meeting of the City Council on the XXth day of XX 2023 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

and in compliance with the laws of California was posted at the following:

Administrative Offices.

_____
CHRISTIAN HORVATH
CITY CLERK

RESOLUTION NO. 1297

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS MODIFYING THE ROLLING HILLS FEE RESOLUTION AND REPEALING RESOLUTION NO. 1278.

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

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Y.	Stable Use Permit (For stables under 800 sq ft considered by the Planning Commission)	$ 375
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2.	Environmental Review Fees		
A.	Preparation and Staff Review of Initial Study		$ 200
B.	Preparation of Negative Declaration or Mitigated Negative Declaration		$ 50 (plus fee charged by CA Department of Fish and Wildlife, if applicable, as adjusted annually)
B.	Traffic Commission Review		
1.	New driveways or other traffic related items		$ 300
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B.	Zoning Code	$ 25
C.	Subdivision Code	$ 25
D.	Budget	$ 30
E.	Zoning Map	$ 3
F.	Xeroxed copies, each page	$ 0.25

G. False Alarms

Fee for 1st and 2nd incident involving a false alarm is waived

		If paid within 30 days	If paid after 30 days
3rd	false alarm	$ 50	$100
4th	false alarm	$ 100	$300
5th	false alarm	$ 150	$600
6th	false alarm	$ 200	$1,000

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Application fee:	$1,000

Section 11. Should the City accept payment of any fee identified in this resolution by means of credit card, an additional 3% surcharge on such fee shall be charged as a convenience fee for processing the payment. When City accepts payment by means of credit card, it shall also accept payment by means of cash or check.

Section 12. The fees set forth do not exceed the estimated reasonable cost of providing such services.

Section 13. The City Council Resolution No. 1278 is hereby repealed and superseded by this Resolution .

PASSED, APPROVED, AND ADOPTED this 25th day of July, 2022.

for

JIM BLACK
MAYOR

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

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

I certify that the foregoing Resolution No. 1297 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS MODIFYING THE ROLLING HILLS FEE RESOLUTION AND REPEALING RESOLUTION NO. 1278

was approved and adopted at a regular meeting of the City Council on the 25th day of July 2022 by the following roll call vote:

AYES: Dieringer, Mirsch, Mayor Pro Tem Wilson

NOES:

ABSENT: Pieper, Black

ABSTAIN:

and in compliance with the laws of California was posted at the following:

Administrative Offices.

CHRISTIAN HORVATH
CITY CLERK

Agenda Item No.: 13.B
Mtg. Date: 03/27/2023

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

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

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

SUBJECT: **DISCUSS AND APPROVE PROPOSED IMPROVEMENTS TO THE ROLLING HILLS COMMUNITY ASSOCIATION BUILDING INCLUDING A REMODEL AND ADDITION**

DATE: **March 27, 2023**

BACKGROUND:
The Rolling Hills Community Association (RHCA) submitted an application in Zoning Case No. 23-043 to remodel the existing 2,309-square-foot (SF) building and add 681 SF to the building by converting 565 SF of attached covered porches and 47 SF of attached trellises to habitable space. The overall habitable space for the RHCA building will be 2,990 SF. This does not include the 2,527 SF garage or the attached covered porches and trellises. In total, the structural coverage for the RHCA building will be 6,325 SF, which is a 69 SF increase.

The project increases the size of the conference room and offices, and adds new human resources and accounting offices in the western portion next to the manager's office. The only added area not under an existing covered porch or trellis is the manager's office which will be extended into the courtyard area between the RHCA building and City Hall. A new patio and trellis will extend six feet on the western side of the manager's office.

DISCUSSION:
The RHCA building is located in the City Hall campus behind the City Hall building. The net lot area is 1.14 acres (49,446 SF). The net increase of 69 SF will bring the total structural coverage from 20.2% to 20.3% and the overall total coverage from 69.4% to 69.6%. The entire campus is 100% disturbed and there will be no change to the driveway or parking lot. Rolling Hills Municipal Code (RHMC) Section 17.20.130 exempts City-owned properties and structures in the City Hall campus from development standards.

RHCA would like to begin construction as soon as permits are issued and anticipates it will take seven months to complete. Ideally, they would like to start by May 1st and finish by December 31st. They do not currently have a contractor but have a list of contractors who are ready to bid on the project. During construction, they intend to have contractors park on Portuguese Bend Road behind the main gate so the City Hall parking lot is not impacted.

There will be no liability to the City and costs will be fully covered by RHCA.

FISCAL IMPACT:
None. RHCA will pay for all costs.

RECOMMENDATION:
Approve as proposed.

ATTACHMENTS:
PL_ADR_1PBR_Plans_RHCA_building_improvements_3-1updated.pdf
PL_ADR_1PBR_Calculations.pdf

BENCHMARK

FOUND SPIKE AT THE INTERSECTION OF PORTUGUESE BEND ROAD AND SADDLENACK ROAD. ASSUMED ELEVATION 580.84'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY,NORTH 25°29'55" EAST THE CENTERLINE BEARING OF PORTUGUESE BEND ROAD, IN THE CITY OF ROLLING HILLS, PER ROLLING HILLS M.B. 201,PCS 29-35

PROPERTY DESCIPTION

ADRESS: 2 PROTUGUESE BEND ROAD, ROLLING HILLS, CA

ADRESS'S PARCEL NO: 7569-03-904

LEGAL DESCRIPTION: PORTION LOT 21,ROLLING HILLS MB 201-29/35

LEGEND

AC	AIR CONDITION UNIT
AD	AREA DRAIN
CL	CENTERLINE
CONC	CONCRETE
DRN	DRAIN
DWY	DRIVEWAY
EG	EXISTING GRADE
EM	ELECTRICAL METER
FS	FINISH SURFACE
GM	GAS METER
INV	INVERT
OH	OVERHANG AREA
PA	PLANTER AREA
PB	UTILITY PULLBOX.
PC	PROPERTY CORNER
PL	PROPERTY LINE
SLPB	LIGHTPOLE BOX
TW	TOP WALL
W/F	WROUGHT IRON FENCE
WM	WATER METER
+500.00'	SPOT ELEVATION
	RETAINING WALL
	POWER POLE
	LIGHT POLE



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

JOB NORTH

Written dimensions take preference over scaled dimensions and shall be verified on the job site. Details take preference over plans, elevations and sections. Any discrepancy shall be brought to the attention of the architect prior to the commencement of any work. These drawings and specifications are the property of Criss C Gunderson AIA Architect and shall not be used on any other project.

CRISS C GUNDERSON • AIA ARCHITECT
2417 Sunnyside Ridge Road, Rancho Palos Verdes, CA 90275 • 310.373.8077 • Criss@Criss-Gunderson-Architect.com

130

ROLLING HILLS COMMUNITY ASSOCIATION OFFICES
NO. 2 PORTUGUESE BEND ROAD, ROLLING HILLS, CALIFORNIA

LICENSED ARCHITECT CRISS C. GUNDERSON No. C-018374 RENEWAL DATE STATE OF CALIFORNIA

1.1

1/30/2023 5:31 PM

BENCHMARK

FOUND SPIKE AT THE INTERSECTION OF PORTUGUESE BEND ROAD AND SADDLENACK ROAD. ASSUMED ELEVATION 580.64'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY,NORTH 25°29'55" EAST THE CENTERLINE BEARING OF PORTUGUESE BEND ROAD, IN THE CITY OF ROLLING HILLS, PER ROLLING HILLS M.B. 201,PGS 29-35

PROPERTY DESCIPTION

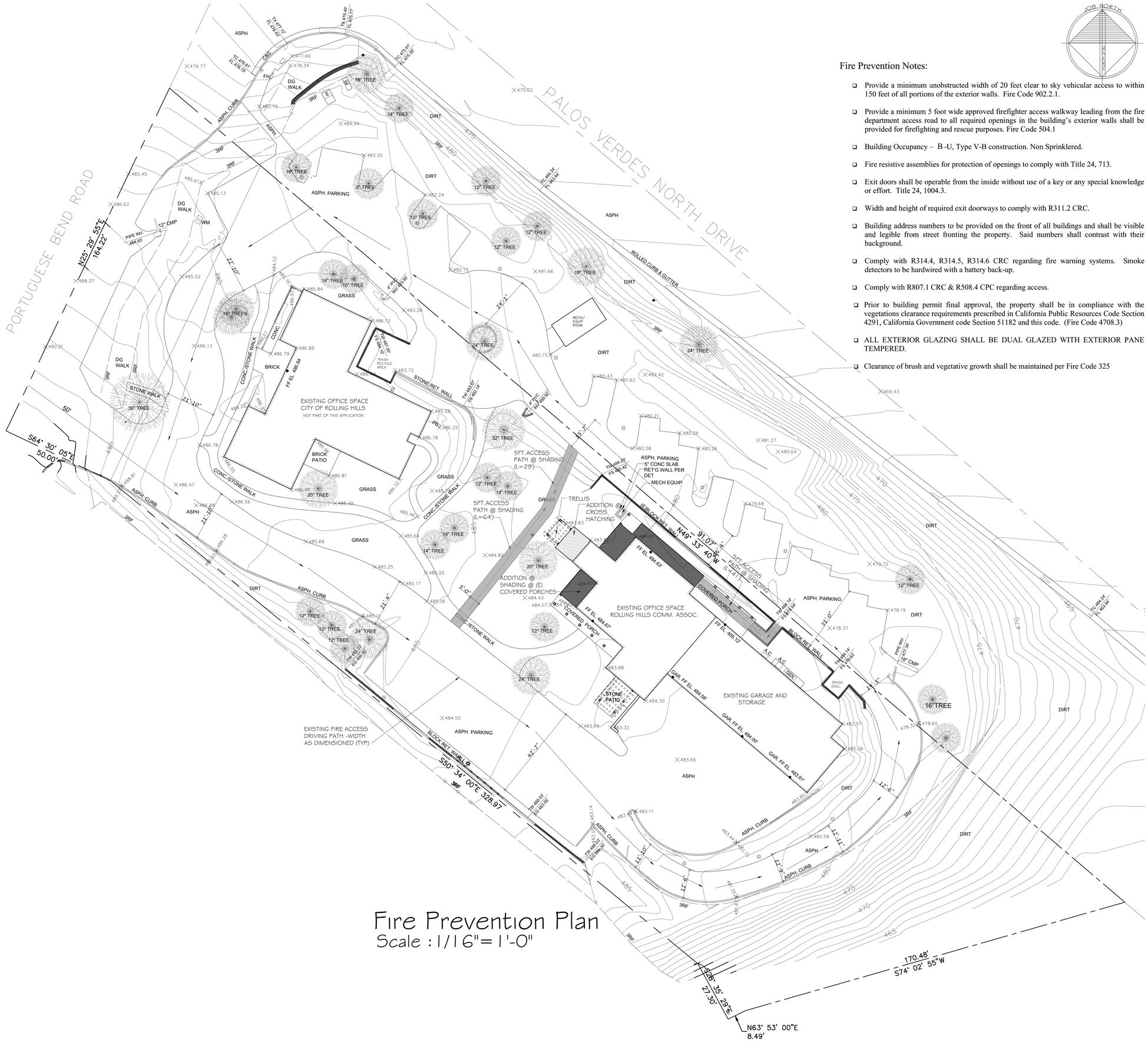
ADRESS: 2 PROTUGUESE BEND ROAD, ROLLING HILLS, CA

ADRESSS PARCEL NO: 7569-03-904

LEGAL DESCRIPTION: PORTION LOT 21,ROLLING HILLS MB 201-29/35

LEGEND

AC	AIR CONDITION UNIT
AD	AREA DRAIN
CL	CENTERLINE
CONC	CONCRETE
DRN	DRAIN
DWY	DRIVEWAY
EG	EXISTING GRADE
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OH	OVERHANG AREA
PA	PLANTER AREA
PB	UTILITY PULLBOX.
PC	PROPERTY CORNER
PL	PROPERTY LINE
SLPB	LIGHTPOLE BOX
TW	TOP WALL
W/F	WROUGHT IRON FENCE
WM	WATER METER
+500.00'	SPOT ELEVATION
	RETAINING WALL
	POWER POLE
	LIGHT POLE



Fire Prevention Plan

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

Fire Prevention Notes:

- Provide a minimum unobstructed width of 20 feet clear to sky vehicular access to within 150 feet of all portions of the exterior walls. Fire Code 902.2.1.
- Provide a minimum 5 foot wide approved firefighter access walkway leading from the fire department access road to all required openings in the building's exterior walls shall be provided for firefighting and rescue purposes. Fire Code 504.1
- Building Occupancy – B -U, Type V-B construction. Non Sprinklered.
- Fire resistive assemblies for protection of openings to comply with Title 24, 713.
- Exit doors shall be operable from the inside without use of a key or any special knowledge or effort. Title 24, 1004.3.
- Width and height of required exit doorways to comply with R311.2 CRC.
- Building address numbers to be provided on the front of all buildings and shall be visible and legible from street fronting the property. Said numbers shall contrast with their background.
- Comply with R314.4, R314.5, R314.6 CRC regarding fire warning systems. Smoke detectors to be hardwired with a battery back-up.
- Comply with R807.1 CRC & R508.4 CPC regarding access.
- Prior to building permit final approval, the property shall be in compliance with the vegetations clearance requirements prescribed in California Public Resources Code Section 4291, California Government code Section 51182 and this code. (Fire Code 4708.3)
- ALL EXTERIOR GLAZING SHALL BE DUAL GLAZED WITH EXTERIOR PANE TEMPERED.
- Clearance of brush and vegetative growth shall be maintained per Fire Code 325

CRISS C GUNDERSON • AIA ARCHITECT
2417 Sunnyside Ridge Road, Rancho Palos Verdes, CA 90275 • 310.373.8077 • Criss@Criss-Gunderson-Architect.com

Written dimensions take preference over scaled dimensions and shall be verified on the job site. Details take preference over plans, elevations and sections. Any discrepancy shall be brought to the attention of the architect prior to the commencement of any work. These drawings and specifications are the property of Criss C Gunderson AIA Architect and shall not be used on any other project.

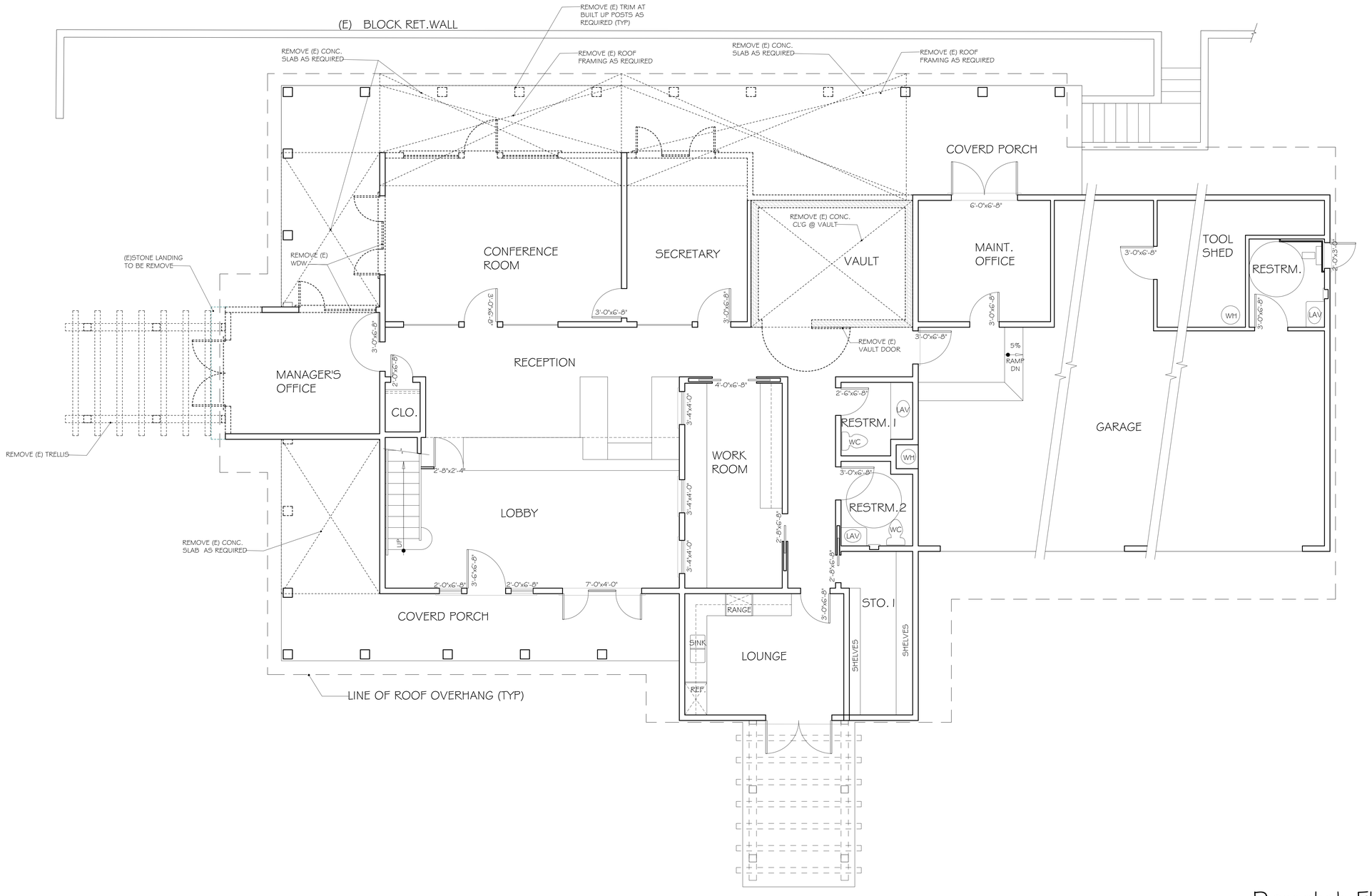
ROLLING HILLS COMMUNITY ASSOCIATION OFFICES

NO. 2 PORTUGUESE BEND ROAD, ROLLING HILLS, CALIFORNIA

LICENSED ARCHITECT CRISS C GUNDERSON No. C-018374 RENEWAL DATE STATE OF CALIFORNIA

1.2

1/30/2023 5:31 PM



Demolish Floor Plan

SCALE 1/4" = 1'-0"

LEGEND	
	TYPE
	(E)2 X WALLS
	(E) WALL TO BE REMOVED
	(P)2X4 STUD WALL
	CONCRETE BLOCK

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ROLLING HILLS COMMUNITY ASSOCIATION OFFICES

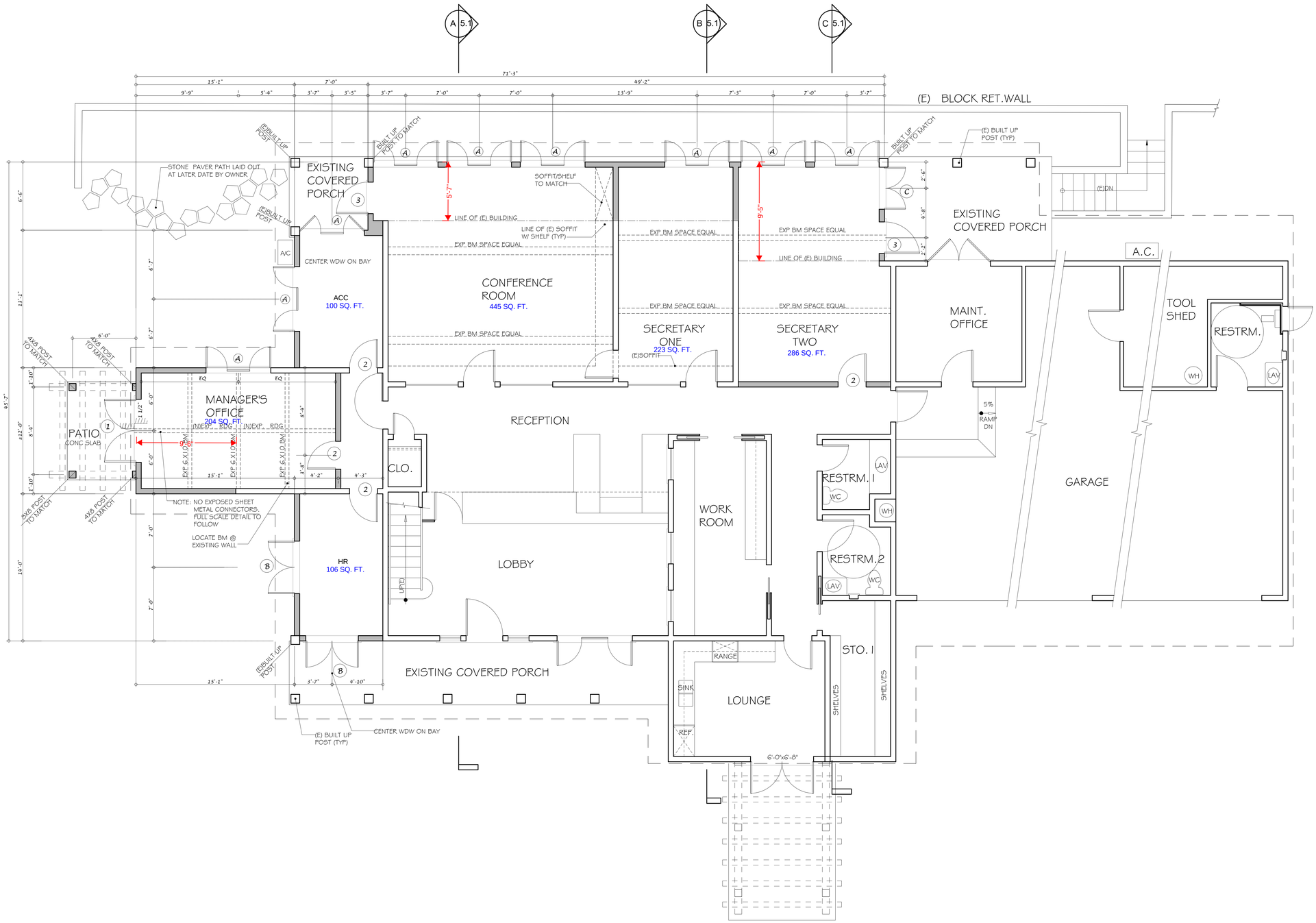
NO. 2 PORTUGUESE BEND ROAD, ROLLING HILLS, CALIFORNIA

LICENSED ARCHITECT CRISS C GUNDERSON No. C-018374 RENEWAL DATE STATE OF CALIFORNIA

2.1

Written dimensions take preference over scaled dimensions and shall be verified on the job site. Details take preference over plans, elevations and sections. Any discrepancy shall be brought to the attention of the architect prior to the commencement of any work. These drawings and specifications are the property of Criss C Gunderson AIA Architect and shall not be used on any other project.

2/28/2023 12:27 PM



Proposed Floor Plan

SCALE 1/4" = 1'-0"

LEGEND	
	TYPE
	(E)2 X WALLS
	(E) WALL TO BE REMOVED
	(P)2X4 STUD WALL
	CONCRETE BLOCK

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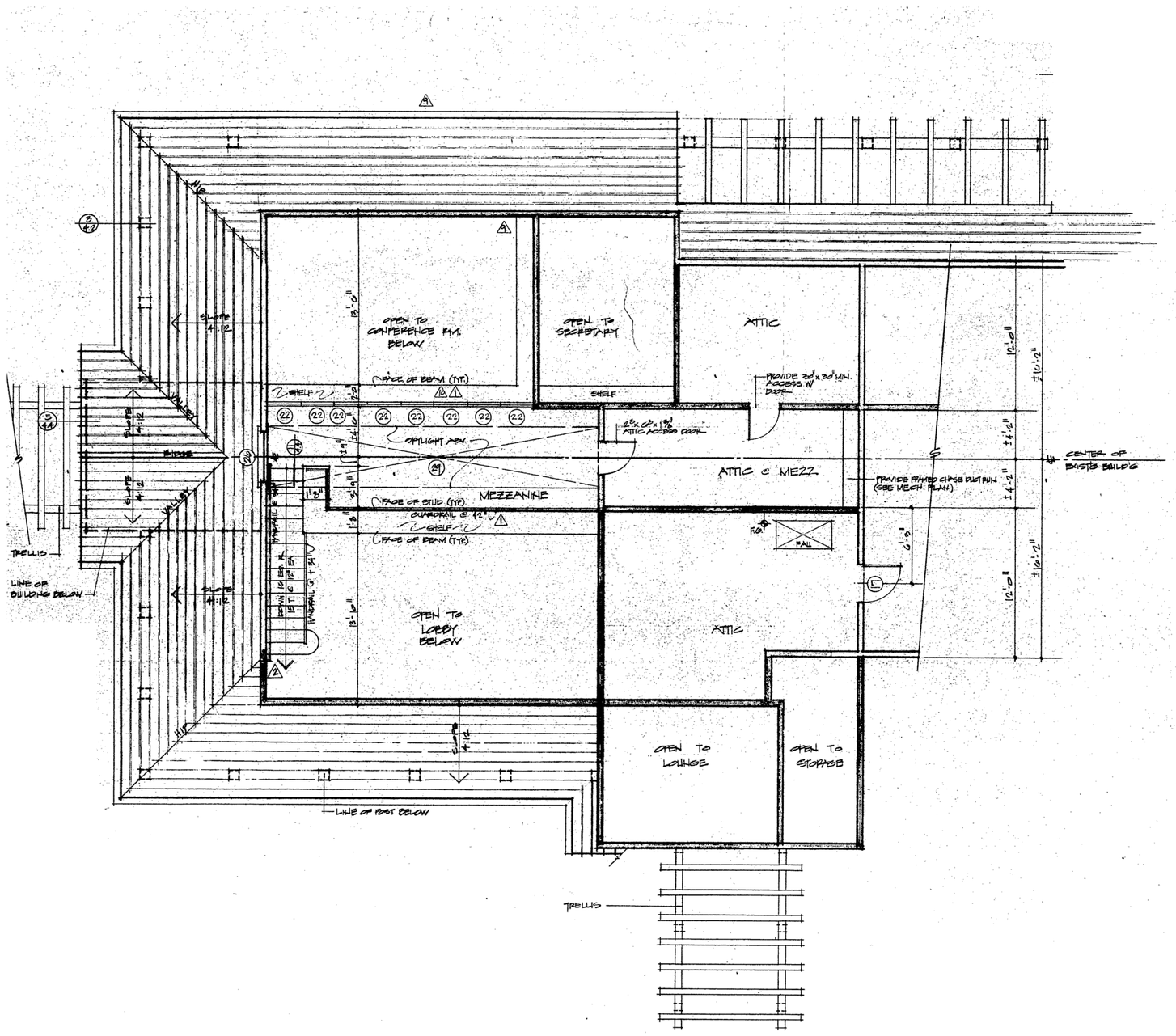
NO. 2 PORTUGUESE BEND ROAD, ROLLING HILLS, CALIFORNIA

LICENSED ARCHITECT CRISS C. GUNDERSON No. C-018374 RENEWAL DATE STATE OF CALIFORNIA

3.1

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3/13/2023 10:48 AM



Mezzanine Floor Plan

SCALE 1/4" = 1'-0"

	TYPE
	(E)2 X WALLS
	(E) WALL TO BE REMOVED
	(P)2X4 STUD WALL

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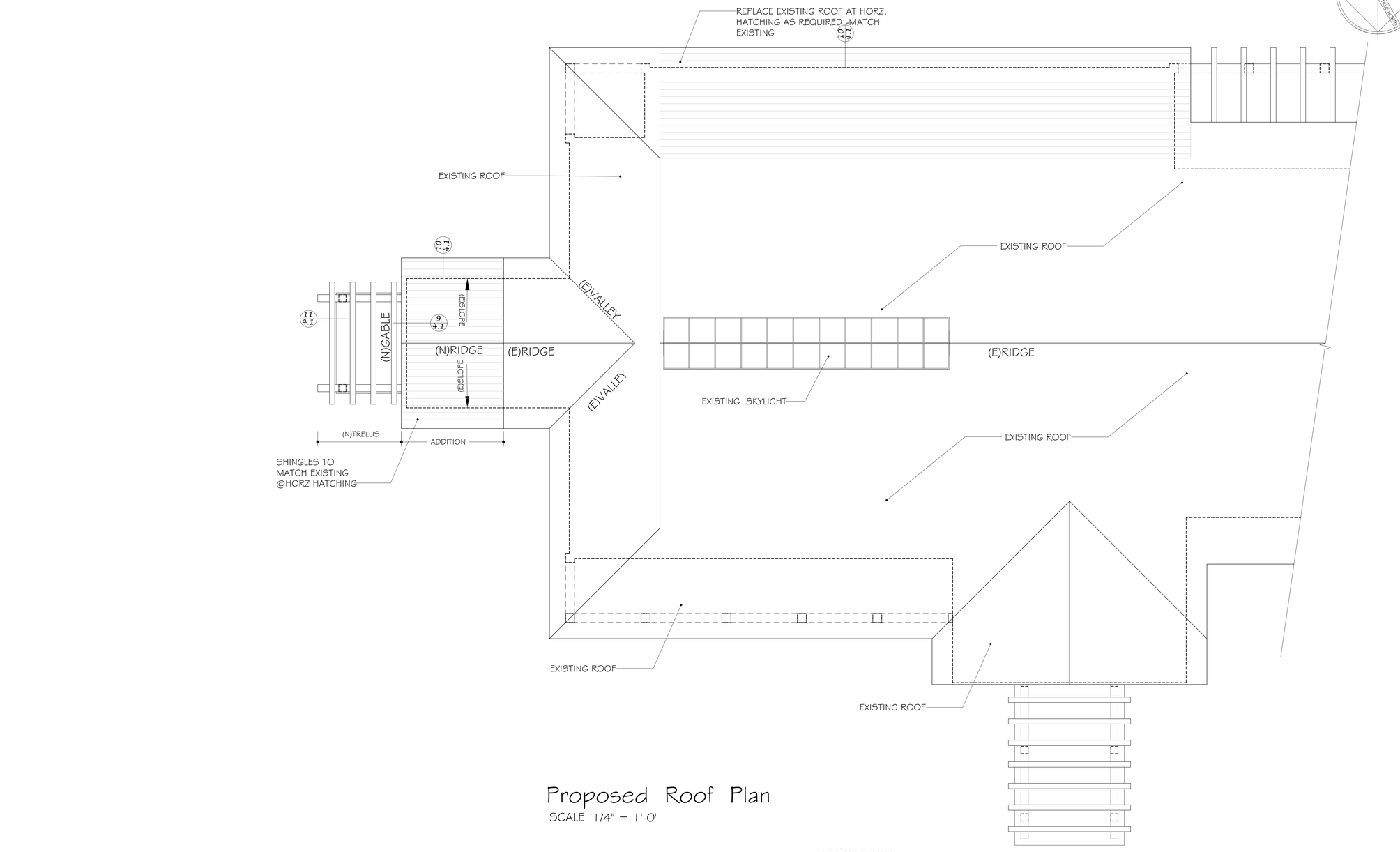
NO. 2 PORTUGUESE BEND ROAD, ROLLING HILLS, CALIFORNIA

LICENSED ARCHITECT CRISS C GUNDERSON No. C-018374 RENEWAL DATE STATE OF CALIFORNIA

3.2

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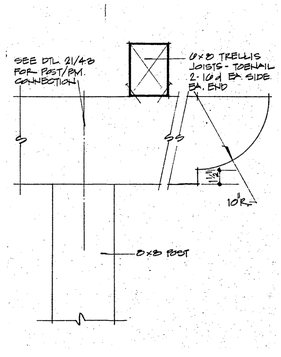
Proposed Roof Plan

SCALE 1/4" = 1'-0"



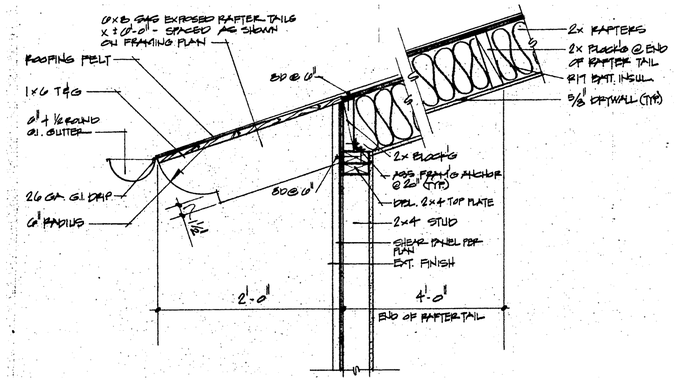
12 TYPICAL EXT. POST

SCALE 1½" = 1'-0"



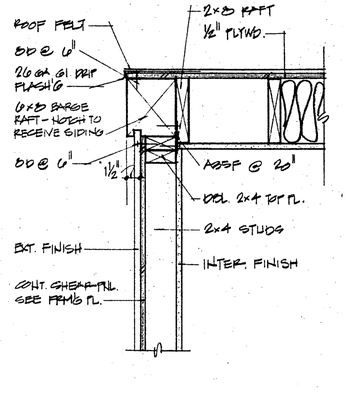
11 TRELLIS

SCALE 1½" = 1'-0"



10 TYPICAL EAVES

SCALE 1½" = 1'-0"



9 RAKE @MGR/MAINT.OFFICE

SCALE 1½" = 1'-0"

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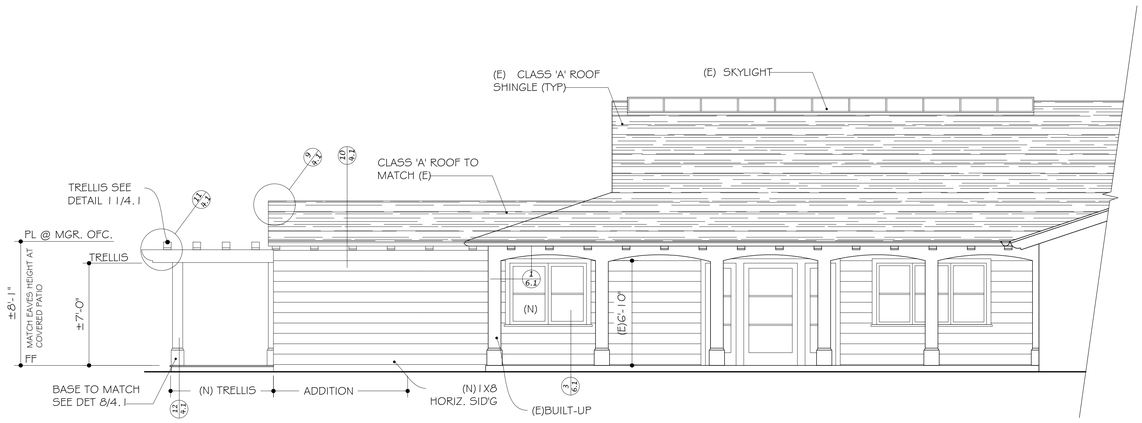
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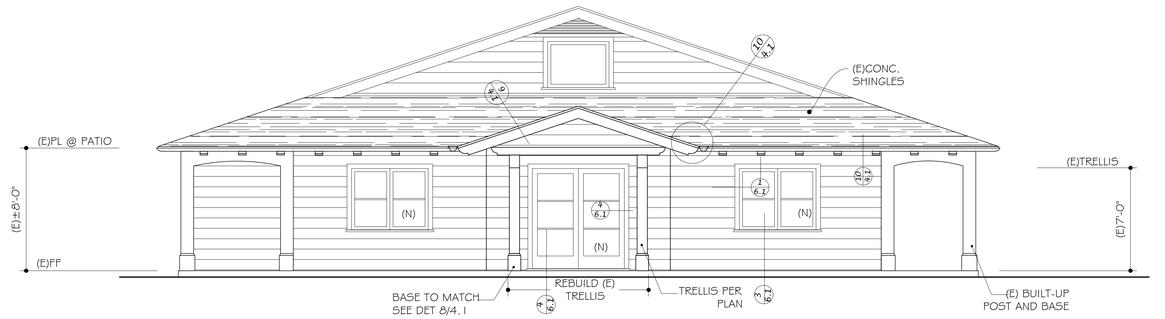
LICENSED ARCHITECT CRISS C GUNDERSON No. C-018374 RENEWAL DATE STATE OF CALIFORNIA

4.1

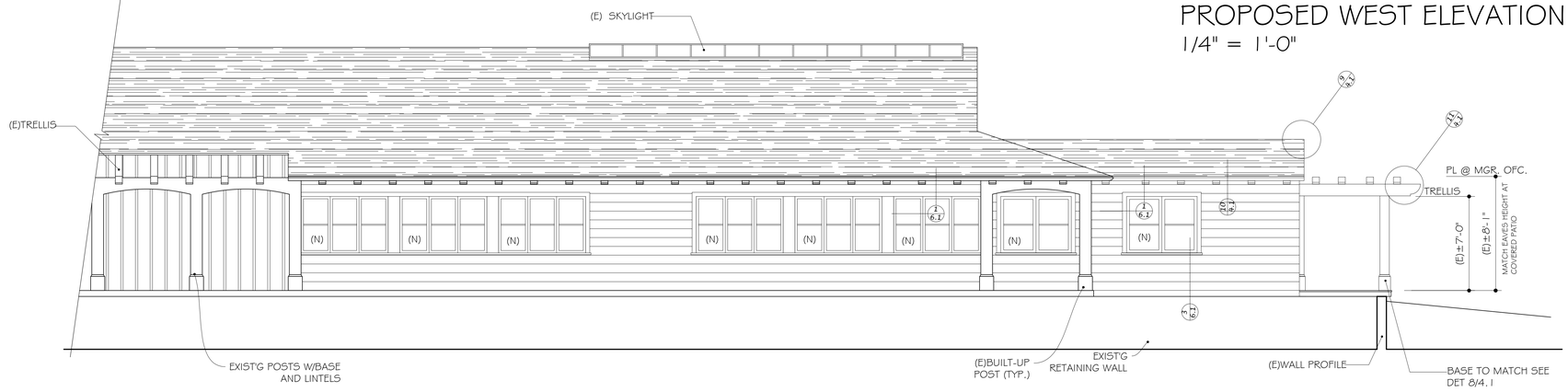
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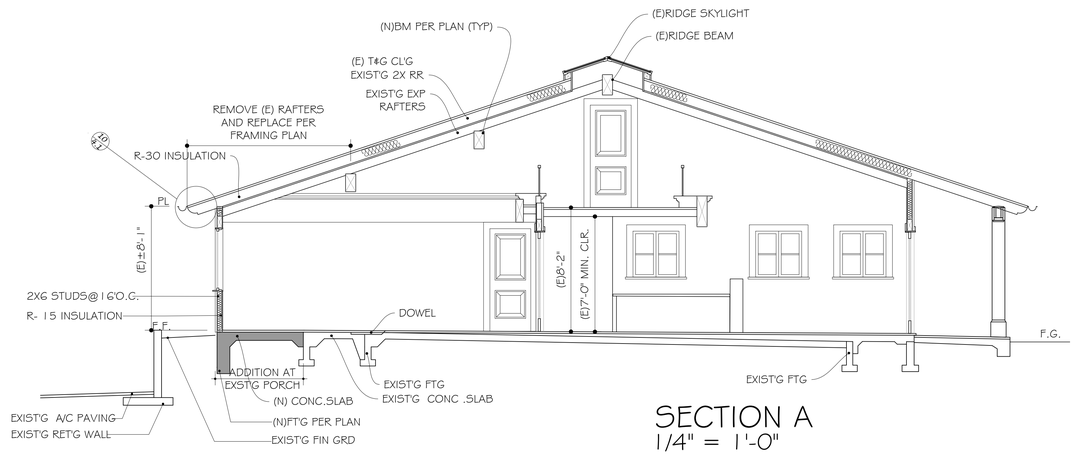
PROPOSED SOUTH ELEVATION
1/4" = 1'-0"



PROPOSED WEST ELEVATION
1/4" = 1'-0"



PROPOSED NORTH ELEVATION
1/4" = 1'-0"



SECTION A
1/4" = 1'-0"

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LICENSED ARCHITECT
CRISS C. GUNDERSON
No. C-018374
RENEWAL DATE
STATE OF CALIFORNIA

5.1

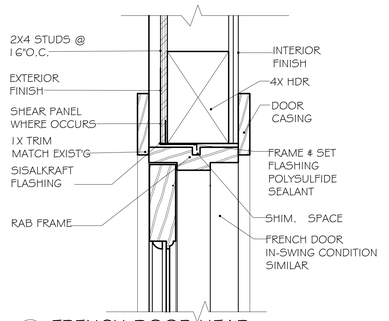
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DOOR AND WINDOW SHCEDULE

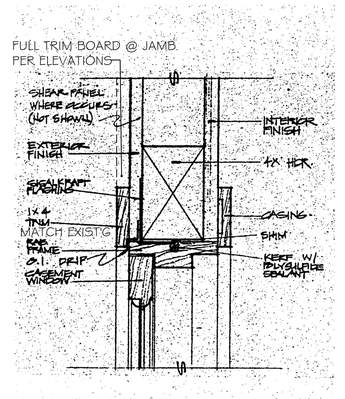
NO.	ITEM	SIZE	GLASS	MATERIAL	THK	REMARKS
01	French Door	6'-0" X6'-8"	Dbl Glz Temp	D.F.	1 3/4"	REUSE EXISTING IF POSSIBLE
02	Raised Panel Door	2'-8" X6'-8"	Dbl Glz Temp	D.F.	1 3/4"	MATCH EXISTING
03	Raised Panel Door	2'-8" X6'-8"	Dbl Glz Temp	D.F.	1 3/4"	MATCH EXISTING
A	Casement/ Fixed Sash±	6'-2" X4'-0"	Dbl Glz Temp	PINE	1 3/8"	3LEAFT, 2L 2H EA LEAF
B	Casement	5'-0" X4'-0"	Dbl Glz Temp	PINE	1 3/8"	PAIR,2L 2H EA LEAF
C	Casement	4'-0" X4'-0"	Dbl Glz Temp	PINE	1 3/8"	PAIR,2L 2H EA LEAF

SECURITY NOTES:

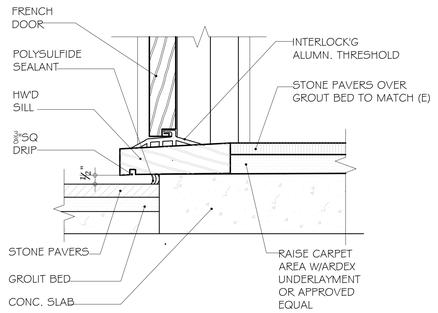
1. ALL ENTRY DOORS TO DWELLING UNITS OR GUEST ROOM SHALL BE ARRANGED SO THAT THE OCCUPANT HAS A VIEW OF THE AREA IMMEDIATELY OUTSIDE THE DOOR WITHOUT OPENING THE DOOR. SUCH VIEW MAY BE PROVIDED BY A DOOR VIEWER, THROUGH WINDOWS LOCATED IN THE VICINITY OF THE DOOR OR THROUGH VIEW PORTS IN THE DOOR OR ADJOINING WALL.
2. SCREENS, BARRICADES, OR FENCES MADE OF A MATERIAL WHICH WOULD PRECLUDE HUMAN CLIMBING SHALL BE PROVIDED AT EVERY PORTION OF EVERY ROOF, BALCONY, OR SIMILAR SURFACE WHICH IS WITHIN 8 FT. OF THE UTILITY POLE OR SIMILAR STRUCTURES.
3. WOOD FLUSH-TYPE DOORS SHALL BE 1-3/8" THICK MINIMUM WITH SOLID-COR CONSTRUCTION. 91.6709.1- DOOR STOPS OF IN-SWINGING DOORS SHALL BE OF ONE-PIECE CONSTRUCTION WITH THE JAMB OR JOINED BY RABBET TO THE JAMB.
4. EVERY DOOR IN A SECURITY OPENING FOR AN APARTMENT HOUSE SHALL BE PROVIDED WITH A LIGHT BULB (60 WATT MIN.) AT A MAX. HEIGHT OF 8 FT. ON THE EXTERIOR.
5. ALL PIN-TYPE DOOR HINGES ACCESSIBLE FROM OUTSIDE SHALL HAVE NON-REMOVABLE HINGE PINS. HINGES SHALL HAVE A MIN. 1/4" DIA. STEEL JAMB STUD WITH 1/4" MIN. PROTECTION. THE STRIKE PLATE FOR LATCHES AND HOLDING DEVICE FOR PROJECTING DEAD BOLTS IN WOOD CONSTRUCTION SHALL BE SECURED TO THE JAMB AND THE WALL FRAMING WITH SCREWS NO LESS THAN 2-1/2" LONG.
6. PROVIDE DEAD BOLTS WITH HARDENED INSERTS; DEADLOCKING LATCH WITH KEY-OPERATED LOCKS ON EXTERIOR. DOORS MUST BE OPERABLE FROM THE INSIDE WITHOUT A KEY, SPECIAL KNOWLEDGE, OR SPECIAL EFFORT.
7. STRAIGHT DEAD BOLTS SHALL HAVE A MIN. THROW OF 1" AND AN EMBEDMENT OF NOT LESS THAN 5/8", AND A HOOK-SHAPED OR AN EXPANDING-LUG DEADBOLT SHALL HAVE A MIN. THROW OF 3/4".
8. THE USE OF A LOCKING SYSTEM WHICH CONSISTS OF A DEADLOCKING LATCH OPERATED BY A DOORKNOB AND A DEADBOLT OPERATED BY A NON-REMOVABLE THUMB TURN WHICH IS INDEPENDENT OF THE DEADLOCKING LATCH AND WHICH MUST BE SEPARATELY OPERATED, SHALL NOT BE CONSIDERED AS A SYSTEM WHICH REQUIRES SPECIAL KNOWLEDGE OR EFFORT WHEN USED IN DWELLING UNITS. THE DOOR KNOB AND THE THUMB TURN WHICH OPERATES THE DEADBOLT SHALL NOT BE SEPARATED BY MORE THAN 8 INCHES.
9. WOOD PANEL TYPE DOORS MUST HAVE PANELS AT LEAST 9/16" THICK WITH SHAPED PORTIONS NOT LESS THAN 1/4" THICK AND INDIVIDUAL PANELS MUST BE NO MORE THAN 300 SQ. IN. IN AREA. MULLIONS SHALL BE CONSIDERED A PART OF ADJACENT PANELS EXCEPT MULLIONS NOT OVER 18" LONG MAY HAVE AN OVERALL WIDTH OF NOT LESS THAN 2". STILES AND RAILS SHALL BE OF SOLID LUMBER IN THICKNESS WITH OVERALL DIMENSIONS OF NOT LESS THAN 1-3/8" AND 3" IN WIDTH.
10. SLIDING DOORS SHALL BE PROVIDED WITH A DEVICE IN THE UPPER CHANNEL OF THE MOVING PANEL TO PROHIBIT RAISING AND REMOVING OF THE MOVING PANEL IN THE CLOSED OR PARTIALLY OPEN POSITION.
11. SLIDING GLASS DOORS SHALL BE EQUIPPED WITH LOCKING DEVICES AND SHALL BE SO CONSTRUCTED AND INSTALLED THAT THEY REMAIN INTACT AND ENGAGED WHEN SUBJECTED TO THE TESTS SPECIFIED IN SEC. 6717.1
12. METAL OR WOODEN OVERHEAD OR SLIDING DOORS SHALL BE SECURED WITH A CYLINDER LOCK, PADLOCK WITH A MIN. 9/32" DIA. HARDENED STEEL SHACKLE AND BOLTED, HARDENED STEEL HASPS, METAL SLIDE BOARD, BOLT OR EQUIVALENT DEVICE SECURED ELECTRICALLY OPERATED.
13. PROVIDE METAL GUIDES AT TOP AND BOTTOM OF METAL ACCORDION GRATE OR GRILLE-TYPE DOORS AND CYLINDER LOCKS WHENEVER THE CYLINDER PROJECTS BEYOND THE FACE OF THE DOOR OR IS OTHERWISE ACCESSIBLE TO GRIPPING TOOLS.
14. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION, SHALL BE FULLY TEMPERED GLASS OR APPROVED BURGLARY RESISTANT MATERIAL, OR SHALL BE PROTECTED BY METAL BARS, SCREENS OR GRILLS HAVING A MAXIMUM OPENING OF 2". THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO VIEW PORTS OR WINDOWS WHICH DO NOT EXCEED 2" IN THEIR GREATEST DIMENSIONS.
15. LOUVERED WINDOWS SHALL BE PROTECTED BY METAL BARS OR GRILLS WITH OPENINGS THAT HAVE AT LEAST ONE DIMENSION OF 6" OR LESS, WHICH ARE CONSTRUCTED TO PRECLUDE HUMAN ENTRY.
16. OTHER OPENABLE WINDOWS SHALL BE PROVIDED WITH SUBSTANTIAL LOCKING DEVICES. IN B,F,M AND S OCCUPANCIES, SUCH DEVICES SHALL BE GLIDE BARS, BOLTS, CROSS-BARS, AND/OR PADLOCKS WITH A MIN. 9/32" HARDENED STEEL SHACKLES AND BOLTED, HARDENED STEEL HASPS.
17. SLIDING WINDOWS SHALL BE PROVIDED WITH A DEVICE IN THE UPPER CHANNEL OF THE MOVING PANEL TO PROHIBIT RAISING AND REMOVING OF THE MOVING PANEL IN THE CLOSED OR PARTIALLY OPEN POSITION.



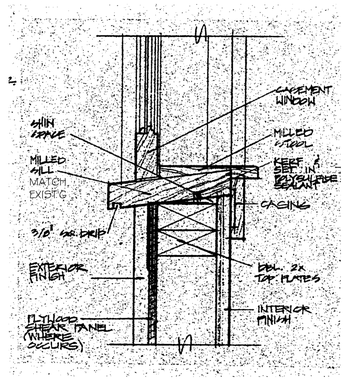
② FRENCH DOOR HEAD
3" = 1'-0"



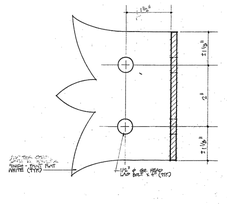
① HEAD @ CASEMENT
3" = 1'-0"



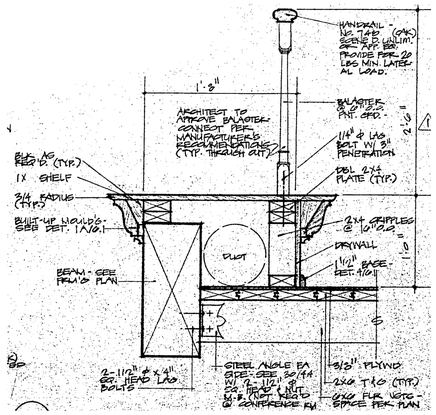
④ SILL @ FRENCH DR.
3" = 1'-0"



③ CASEMENT SILL
3" = 1'-0"



⑥ STEEL PLATE
FULL SIZE



⑤ SHELF @ GUARDRAIL
1 1/2"= 1'-0"

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LICENSED ARCHITECT CRISS C. GUNDERSON No. C-018374 RENEWAL DATE STATE OF CALIFORNIA

6.1

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2/28/2023 12:27 PM

DATE: 3-10-2023 ADDRESS: NO. 2 PORTUGUESE BEND RD

ALL MEASUREMENTS TO BE TAKEN FROM THE EXTERIOR FINISHED SURFACE OF STRUCTURES. ALL STRUCTURES MUST BE SHOWN ON THE PLAN AND LISTED HERE

CALCULATION OF LOT COVERAGE

AREA AND STRUCTURES	EXISTING	PROPOSED	TOTAL
NET LOT AREA			49,446 sq.ft.
CITY HALL	3,649 sq.ft.	_____ sq.ft.	3,649 sq.ft.
RHCA BLD'G	2,309 sq.ft.	681 sq.ft.	2,990 sq.ft.
GARAGE	2,527 sq.ft.	_____ sq.ft.	2,527 sq.ft.
	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
GUEST HOUSE	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
CABANA	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
STABLE	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
RECREATION COURT	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
ATTACHED COVERED PORCHES	1,242 sq.ft.	(-565) sq.ft.	677 sq.ft.
ENTRYWAY/ PORTE COCHERE, BREEZEWAYS	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
ATTACHED TRELLISES	247 sq.ft.	(-47) sq.ft.	200 sq.ft.
*DETACHED STRUCTURES: (circle all that applies)			
SHEDS, TRELLISES, GAZEBO,	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
BARBECUE, OUTDOOR KITCHEN,	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
ROOFED PLAY EQUP.- over 15 ft. high and over 120 sq. ft. in area,	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
WATER FEATURES, ETC.	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
SERVICE YARD	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
OTHER _____	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
BASEMENT AREA (volume of dirt) _____c.y.	_____ sq.ft.	_____ sq.ft.	_____ sq.ft
DEPTH OF BASEMENT	_____	_____	_____
TOTAL STRUCTURES	9,974 sq.ft.	_____ sq.ft.	10,043 sq.ft.
% STRUCTURAL COVERAGE	20.2 %	_____ %	20.3 %
TOTAL STRUCTURES EXCLUDING UP TO 5 & UP TO 800 sq. ft. detached structures that are not higher than 12 ft.	9,974 sq.ft.	_____ sq.ft.	10,043 sq.ft.
% STRUCTURAL COVERAGE	20.2 %	_____ %	20.3 %

ALL FLATWORK MUST BE SHOWN ON THE PLAN AND LISTED HERE

PRIMARY DRIVEWAY(S)	22,303 sq.ft.	_____ sq.ft.	22,303 sq.ft.
PAVED WALKS, PATIO AREAS, COURTYARDS	2,053 sq.ft.	_____ sq.ft.	2,053 sq.ft.
POOL DECKING	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
OTHER PAVED DRIVEWAYS, ROAD EASEMENTS, PARKING PADS	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
TOTAL FLATWORK	24,356 sq.ft.	_____ sq.ft.	24,356 sq.ft.
% TOTAL FLATWORK COVERAGE	49.3 %	_____ %	49.3 %
TOTAL STRUCTURAL & FLATWORK COVERAGE	34,330 sq.ft.	_____ sq.ft.	34,399 sq.ft.
% TOTAL COVERAGE	69.4 %	_____ %	69.6 %
TOTAL STRUCTURAL & FLATWORK COVERAGE	34,330 sq.ft.	_____ sq.ft.	34,399 sq.ft.
Excl. the allowance of up to 5 – 800 sq. ft. structures from previous page.			
% TOTAL COVERAGE	69.4 %	_____ %	69.6 %

TOTAL SQ.FT. OF PERVIOUS SURFACES (Other than landscaping; i.e. D.G., pavers set in sand, grass crete) 34,399 sq.ft.

TOTAL DISTURBED AREA	sq.ft. 49,446	sq.ft. _____	sq.ft. 49,446
% DISTURBED AREA	100 %	_____ %	100 %

All structures (attached and detached) must be listed.

* Free standing accessory structures such as sheds, trellises, covered patios, gazebo, fountains, barbecue, outdoor fire place, etc., are not counted towards coverages unless larger than 120 s.f., their combined area exceeds 800 sq. ft., or if there are more than 5 such structures on the property.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.C
Mtg. Date: 03/27/2023

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

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

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

SUBJECT: **RECEIVE AND FILE A REPORT ON THE MARCH 9, 2023 THE PENINSULA PUBLIC SAFETY (PPSC) AND THE PENINSULA REGIONAL CONTRACT LAW COMMITTEE MEETINGS AND PROVIDE DIRECTION TO STAFF ON COUNCILMEMBER DIERINGER'S MOTION TO THE PPSC COMMITTEE**

DATE: **March 27, 2023**

BACKGROUND:
The Peninsula Public Safety Committee (PPSC) is comprised of the four Peninsula Cities, with two assigned representatives from each municipality, and focuses on collaboration for matters of Public Safety /Preparation in concert with the Palos Verdes Peninsula Unified School District.

The Regional Contract Law Committee (RCL) is comprised of the three Peninsula Cities that contract with the Los Angeles County Sherriff's Department with two assigned representatives from each municipality.

Both Committees meet quarterly and rotate the Chair annually.

DISCUSSION:
The agendas for both meetings are attached for reference.

At the March 9, 2023 PPSC Meeting, The City Manager presented the City's progress on the Outdoor Siren Project as directed, and requested feedback from the three other cities on their interest in a Peninsula-wide collaboration. Councilmember Dieringer also presented materials from another vendor.

Councilmember Dieringer made the following motion to the committee: f urther explore the idea of a siren system for the peninsula, gather information through our committee so we can advise our respective cities about the pros and cons of such a system and investigate grants available for such a system.

Palos Verdes Estates Councilmember and PPSC Chair Dawn Murdock inquired Councilmember Dieringer's vision for the next step. Councilmember Dieringer responded that staff would bring back a presentation/information at the next meeting and work with the LA County Fire Department and the Sheriff's Department for their input. Rolling Hills Estates City Manager Greg Grammer informed the committee that this request may have to be brought back at a future meeting past the next scheduled meeting. The motion passed unanimously with the remaining committee members present.

Staff has questions on the exact scope of work to support Councilmember Dieringer's motion. Prior to the March 9 committee meetings, the City Council did not provide direction to staff to move forward with the Outdoor Siren Project for Rolling Hills.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file and provide direction to staff.

ATTACHMENTS:
CL_AGN_230309_PPSC_Agenda_F.pdf
CL_AGN_230309_RCL_Agenda_F.pdf

CITY CLERKS: PLEASE POST

AGENDA

PALOS VERDES PENINSULA
PUBLIC SAFETY COMMITTEE

THURSDAY, MARCH 9, 2023
7:30 A.M.

VIRTUAL MEETING

The Palos Verdes Peninsula Public Safety Committee for Thursday, March 9, 2023, at 7:30 a.m., will be conducted via teleconference using the Zoom platform. Members of the public may participate virtually in the meeting in the following ways:

- Members of the public may listen to the meeting live by calling 1-646-931-3860 from any phone, Meeting ID: 814 6367 4194, Meeting Password: 459987. (Please note you will not have the ability to speak using the call-in option from a phone line.)

-Public correspondence may be emailed to the City Clerk at laurenp@rollinghillsestates.gov.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENT

NOTE: *This is the appropriate time for members of the public to make comments regarding items not listed on this agenda.*

V. COMMITTEE REORGANIZATION

VI. APPROVAL OF MINUTES

A. MINUTES OF NOVEMBER 10, 2023

VII. OLD BUSINESS

A. SCHOOL RESOURCE OFFICER (SRO) UPDATE (SCHOOL DISTRICT REPORT)

B. UPDATE ON MENTAL HEALTH SUBCOMMITTEE (RPV WRITTEN)

C. UPDATE ON THE PENINSULA EMERGENCY PREPAREDNESS TASKFORCE (RHE VERBAL REPORT)

D. ZONEHAVEN EVACUATION PLATFORM UPDATE (RHE VERBAL REPORT)

E. STATUS UPDATE ON PENINSULA WILDFIRE CAMERAS (RPV VERBAL REPORT)

F. EMERGENCY PREPAREDNESS STRATEGIC PLAN STATUS REPORT (RH WRITTEN)

VIII. NEW BUSINESS

A. CITY OF ROLLING HILLS UPDATE ON OUTDOOR SIREN PROJECT (RH WRITTEN REPORT)

IX. OTHER MATTERS FROM COMMITTEE MEMBERS

NOTE: *This is the appropriate time for Committee Members to direct the placement of items for future action on upcoming agendas.*

Next regular meeting Thursday, May 11, 2023 at 7:30 a.m.

CITY CLERKS: PLEASE POST

AGENDA

PALOS VERDES PENINSULA
REGIONAL CONTRACT LAW COMMITTEE

THURSDAY, MARCH 09, 2023
7:30 A.M.*

VIRTUAL MEETING

The Regional Contract Law Committee for Thursday, March 09, 2023, at 7:30 a.m., will be conducted via teleconference using the Zoom platform. Members of the public may participate virtually in the meeting in the following ways:

- Members of the public may listen to the meeting live by calling 1-646-931-3860 from any phone, Meeting ID: 814 6367 4194, Meeting Password: 459987. (Please note you will not have the ability to speak using the call-in option from a phone line.)

-Public correspondence may be emailed to the City Clerk at laurenp@rollinghillsestates.gov.

** Meeting will begin immediately following the preceding Peninsula Public Safety Committee meeting*

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT

NOTE: *This is the appropriate time for members of the public to make comments regarding items not listed on this agenda.*

IV. COMMITTEE REORGANIZATION

V. APPROVAL OF MINUTES

A. MINUTES OF NOVEMBER 10, 2022

VI. OLD BUSINESS

A. NONE.

VII. NEW BUSINESS

A. QUARTERLY MEDICAL TRANSPORT RESPONSE TIMES REPORT (LA COUNTY FIRE DEPARTMENT)

B. QUARTERLY LAW ENFORCEMENT/TRAFFIC/COMMUNITY OUTREACH REPORT (LA COUNTY SHERIFF'S DEPARTMENT)

VIII. OTHER MATTERS FROM COMMITTEE MEMBERS

NOTE: *This is the appropriate time for Committee Members to direct the placement of items for future action on upcoming agendas.*

IX. ADJOURNMENT

Next regular meeting Thursday, May 11, 2023 at 7:30 a.m. immediately following the preceding Peninsula Public Safety Committee meeting.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.D
Mtg. Date: 03/27/2023

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **DEVELOPMENT OF POLICIES FOR REFUSE SERVICE BILLINGS**

DATE: **March 27, 2023**

BACKGROUND:
The City provides its residents solid waste collection and disposal services by contract through a private hauler, Republic Services. The last several years have seen refuse revenues decline due to a shift in approach starting in fiscal year 2020. This shift, while having merit, has led to challenges in the billing process and, thus, inconsistent billings. Consequently, staff is recommending Council consider adopting clear policies and/or ordinances to ensure consistent billings, the avoidance of mistakes, and a reliable and sustainable revenue stream to cover the cost of providing the services.

DISCUSSION:
As has been discussed with the City Council on a few occasions, starting in fiscal year 2020 there was a change to the approach used to bill City residents for solid waste collection and disposal services provided by Republic Services. Prior to fiscal year 2019/20, essentially all City residents were billed for refuse services. However, since then, properties that appeared to have temporarily suspended services were not billed, such as when the property is under construction and/or is temporarily unoccupied. For example, in this current fiscal year 2022/23, a total of seventeen (17) parcels were not billed because of services appeared to have been temporarily suspended.

In addition, fifteen (15) parcels have not been billed at all going back to before fiscal year 2019/20 because the property was determined at some point to be permanently vacant or there is no physical structure on the property, only a vacant lot.

The determinations of either temporary or permanent suspension of services as described above were made based on multiple data sources, which may not be up to date or otherwise may not be 100% reliable. The reliance on multiple data sources is because Republic Services does not maintain centralized customer account records that show levels of service, termination or commencement dates, property addresses, etc. Essentially, Republic services any property within the City/Association that puts out waste containers since Republic's

compensation is based on a fixed number of parcels (685) and is indexed annually to a Consumer Price Index. As such, they do not need to track individual customer service levels. Thus, service information is not readily available from Republic.

Nonetheless, in the last several years Republic performed route audits in connection with City staff's efforts to prepare for the annual direct assessment of parcels for refuse services. On a specific day, or days, drivers are asked to make visual determinations of whether a property is receiving service since Republic has no other way of knowing. City staff then uses this information, City records, and RCHA records to make final determinations for billing purposes. This process is not only tedious, cumbersome, and time-consuming, it is by its very nature very unreliable.

Based on the above, staff is seeking Council's feedback and direction on a policy that addresses the issues described above. To that end, staff offers up the following recommendations for consideration:

- Consider adopting a mandatory trash ordinance whereby all residents are required to have trash service unless the resident can provide evidence that any and all waste material is being hauled and properly disposed of at an appropriate facility, or that no waste (including green waste) is being produced. Except for those properties exempted from the mandatory trash ordinance, all residential parcels within the City limits assessed even if services appear to have been temporarily suspended.

- Alternatively, adopt policies that accomplish the same results as a mandatory trash ordinance.

Not only will such a policy/ordinance avoid the timely and unreliable process of determining whom to bill based on whether services are being provided, this will also provide reliable and steady revenues to the Refuse Fund to pay for the costs of waste collection and disposal services provided by Republic Services.

FISCAL IMPACT:
The fiscal impact of adopting an ordinance or policies would be a more sustainable and fiscally sound Refuse Fund.

RECOMMENDATION:
That Council direct staff to draft an ordinance or policies for Council's approval as described in this report.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.A
Mtg. Date: 03/27/2023

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **RECEIVE AND FILE UPDATE ON FEMA HAZARD MITIGATION GRANT PROGRAM AND NEW ROUND OF FUNDING (VERBAL REPORT)**

DATE: **March 27, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:

Agenda Item No.: 15.B
Mtg. Date: 03/27/2023

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

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

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

SUBJECT: **RECEIVE AND FILE PROJECT STATUS REPORTS FOR THE CITY HALL HVAC REPAIR PROJECT, MIDDLERIDGE STORM DRAIN REPAIR AND DIESEL STANDBY GENERATOR REMOVAL**

DATE: **March 27, 2023**

BACKGROUND:
On March 13th, the City Council approved three capital projects. They are as follows:

1. Middleridge Lane North/South Storm Drain Repairs and Lining
2. City Hall Heating, Ventilation, Air Conditioning (HVAC) replacement
3. City Hall Backup Generator Removal

DISCUSSION:
The following is an update on the status of each project as of March 24, 2023:

1. **Middleridge Lane North/South Storm Drain Repairs and Lining:** EC Construction is currently completing the contract execution and preparation of necessary documentation. Work is tentatively scheduled to begin starting the week of April 10th and should last up to 30 days. EC Construction is working with the Rolling Hills Community Association specific to staging areas for heavy equipment and materials.

2. **City Hall Heating, Ventilation, Air Conditioning (HVAC) replacement:** AC Pros has executed the contract agreement and has to submit their necessary bonding and insurance paperwork. Once they do so, the City will issue a Notice to Proceed. At that time, AC Pros will then submit a detailed schedule for work. The system will be replaced between April and early May.

   Because the work requires some level of lead and asbestos abatement as a result of insulation, ducts, and ceiling replacement, staff is working closely with the contractor on impacts to operations and employees during business hours. To minimize impacts to the construction schedule, operations at City Hall, and employees, staff has asked the contractor to consider working Saturday and Sunday to offset two weekdays in their

schedule. The City Manager would like the City Council to consider closing City Hall for four Fridays in April, and the first week of May. The contractor has yet to respond to the city's request to work Sundays but was open initially to a Tuesday through Friday schedule. Staff anticipates a response upon submission of their final documents and issuance of a Notice to Proceed.

3. **City Hall Backup Generator Removal:** Unlimited Environmental Inc. has the contract agreement and will execute and submit their necessary bonding and insurance paperwork by 3/24/23. Once they do so, the City will issue a notice to proceed. At that time, Unlimited Environemtal Inc. will then submit a detailed schedule for work. The system will be replaced between April and early May.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 03/27/2023

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

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

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

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

DATE: **March 27, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 potential case)

ATTACHMENTS: