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, February 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. 1329 *Next Ordinance No. 383*

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 FEBRUARY 27, 2023

RECOMMENDATION: Approve.
CL_AGN_230227_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: FEBRUARY 13, 2023
RECOMMENDATION: Approve as presented.
CL_MIN_230213_CC_F.pdf

8.D. PAYMENT OF BILLS.
RECOMMENDATION: Approve as presented.
CL_AGN_230227_CC_PaymentOfBills.pdf

8.E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR JANUARY 2023
RECOMMENDATION: Receive and file.
VC_REP_230221_January_YTD_TonnageReport.pdf

8.F. RECEIVE AND FILE REPORT ON THE FINANCE/BUDGET/AUDIT COMMITTEE MEETING OF FEBRUARY 13, 2023
RECOMMENDATION: Receive and file.

8.G. RECEIVE AND FILE PAST ADMINISTRATIVE REPORTS RELATING TO THE CITY HALL CAMPUS EMERGENCY POWER PROJECT
RECOMMENDATION: Receive and file.
CL_AGN_220214_CC_Item12B_Solar_Generator.pdf
CL_AGN_211122_CC_Item4G_Solar_Generator.pdf
CL_AGN_210524_CC_Item9B_Solar_Generator.pdf

8.H. CONSIDER AND APPROVE THE PLANNED EXPENDITURES FOR FISCAL YEAR 2023-2024 SAFE, CLEAN WATER (MEASURE W) MUNICIPAL PROGRAM FUNDS FOR SUBMISSION TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
RECOMMENDATION: Approve as presented.
CL_AGN_230227_CC_2023-24_SCW_Expenditure_Budget(FinalDraft).pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

12. OLD BUSINESS

12.A. CONSIDER REPAIR OPTIONS PROPOSED BY EC CONSTRUCTION TO ADDRESS SINKHOLE NEAR 1 MIDDLERIDGE LANE SOUTH AND PROVIDE DIRECTION TO STAFF
RECOMMENDATION: Provide direction to staff.

PW_DRA_230207_MiddleridgeLnSystem_ECC_Estimate_Lining_A.pdf
PW_DRA_230201_1MiddleridgeLnS_Sinkhole_ECC_Estimate_CMP.pdf

12.B. DISCUSSION ON THE REPLACEMENT OF THE THREE RAIL FENCE, LOCATED ADJACENT TO PORTUGUESE BEND ROAD NEAR THE MAIN GATE AND FUTURE CAMPUS LANDSCAPING PLAN
RECOMMENDATION: Provide direction to staff.

13. NEW BUSINESS

13.A. APPROVE AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH CBE OFFICE SOLUTIONS FOR A UNITED STATES POSTAL SERVICE COMPLIANT PITNEY BOWES SENDPRO C-AUTO 95 POSTAGE MACHINE; APPROVE AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CBE OFFICE SOLUTIONS TO PURCHASE A DIGITAL COLOR SYSTEM (COPIER / PRINTER / SCANNER) AND SIGN A MAINTENANCE SERVICE AGREEMENT
RECOMMENDATION: Approve as presented.
CL_AGN_230227_CC_CBE_PitneyBowes_Proposal.pdf
CL_AGN_230227_CC_PitneyBowes_SendProC-Auto_USMI_Info.pdf
CL_AGN_230227_CC_CBE_Sharp_CopierUpgrade_Proposal.pdf
CL_AGN_230227_CC_SharpCDS_Info.pdf
CL_AGN_230227_CC_CBE_PitneyBowes_ServiceAgreement.pdf
CL_AGN_230227_CC_CBE_Sharp_CopierUpgrade_PurchaseServiceAgreement.pdf

13.B. RECEIVE AND FILE A POTENTIAL FINANCING PLAN FOR CITY HALL ADA IMPROVEMENTS CONSTRUCTION
RECOMMENDATION: Receive and file.

14. MATTERS FROM THE CITY COUNCIL

14.A. DISCUSS FAA'S TWO NEW DEPARTURE PROCEDURES OPPOSED BY THE RPV AND LAWA (WILSON)
RECOMMENDATION: Provide direction to staff.
CL_AGN_CC_230227_RPV_Council_Letter_to_FAA.pdf
CL_AGN_CC_230227_RPV_Report_without_Attach_A_C.pdf

15. MATTERS FROM STAFF

16. RECESS TO CLOSED SESSION

16.A. CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE SECTION 54957.6 CITY'S DESIGNATED REPRESENTATIVE: MAYOR PATRICK WILSON UNREPRESENTED EMPLOYEE: CITY MANAGER ELAINE JENG
RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT
This meeting will be adjourned in memory of Rolling Hills Resident Lisa Hansen, Chair of

the Norris Foundation. The next regular meeting: Monday, March 13, 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: 02/27/2023

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 FEBRUARY 27, 2023**

DATE: **February 27, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_230227_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 1666 **Meeting Date**: 02/27/2023

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 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	February 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: February 24, 2023

Agenda Item No.: 8.B
Mtg. Date: 02/27/2023

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: **February 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: 02/27/2023

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: **February 27, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_230213_CC_F.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 unanimously 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

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 02/27/2023

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: **February 27, 2023**

BACKGROUND:
A final Payment of Bills with the City Manager's signature will be Blue Foldered at the February 27, 2023 Council Meeting.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230227_CC_PaymentOfBills.pdf

CITY OF ROLLING HILLS
AP23-021 & ACH23-035, 036 & 037
Check Run 02/21/2023

Check No.	Check Date	Payee	Description	Amount
028005	2/21/2023	4Leaf, Inc.	Code Enforcement for January 2023	760.00
028006	2/21/2023	Abila	03-18-2023 - 04-17-2023 Accounting Software	326.80
028007	2/21/2023	Civicplus	Online Hosting	1,965.00
028008	2/21/2023	Southern California News Group	City Notice 02-02-23	246.24
028008	2/21/2023	Southern California News Group	City Notice 02-02-23	260.63
028008	2/21/2023	Southern California News Group	City Notice 02-11-23	689.94
028008	2/21/2023	Southern California News Group	City Notice 02-09-23	521.28
CHECK TOTAL			**$ 1,718.09**	
028009	2/21/2023	Elaine Jeng	Meeting Reimbursement	106.72
028009	2/21/2023	Elaine Jeng	01/17/23 City Council Drainage Ad Hoc Lunch Meeting $	
028009	2/21/2023	Elaine Jeng	01/24/23 Peninsula City Manager Monthly Lunch Meeting $	
028009	2/21/2023	Elaine Jeng	Meeting and Mileage Reimbursement	336.42
028009	2/21/2023	Elaine Jeng	02/06/23 Meeting with LA County on Capital Improvement Projects $	
028009	2/21/2023	Elaine Jeng	02/08/23 Cal Cities City Managers Conference $	
028009	2/21/2023	Elaine Jeng	02/10/23 Cal Cities City Managers Conference $	
028009	2/21/2023	Elaine Jeng	02/12/23 Super Bowl 5K Employee Wellness Program	
CHECK TOTAL			**$ 443.14**	
028010	2/21/2023	Elite Engineering Contractors Inc	C&D Refund 15 Upper Blackwater Cyn Permit 21-04	1,000.00
028011	2/21/2023	Environmental Design Associates	Landscape Review Project 2022 MWELO Annual Report	375.00
028012	2/21/2023	Gladwell Governmental Services, Inc.	Record Retention Legal Review FY 22-23	300.00
028013	2/21/2023	GWMA	Harbor Toxic Cost Share for FY 2023-24	7,315.00
028014	2/21/2023	LA County Sheriff's Department	01-23-23 LMT Traffic Enforcement	1,065.42
028015	2/21/2023	League of California Cities	2023 Cal Cities Membership Dues	1,218.00
028016	2/21/2023	MV CHENG AND ASSOCIATES	Monthly Accounting Services January 2023	16,020.00
028017	2/21/2023	NV5, INC.	January 2023 Services- CORH-22-11241 Flow Monitoring	1,889.01
028018	2/21/2023	Onward Engineering	Public Works Inspection January 2023	962.50
028019	2/21/2023	Orkin	Monthly Pest Control January 2023	158.00
028020	2/21/2023	Palos Verdes Security Sys, Inc.	CCTV Lease 03-01-2023 to 03-31-2023	168.00
028021	2/21/2023	Race Communications	02/01/23 to 03/01/2023 Internet Services	1,020.00
028022	2/21/2023	City of Rolling Hills Estates	01-09-23 2023 CCCA Legislative Tour So.Bay Cities Dinner	307.08
028023	2/21/2023	Robert Half	Temp service week ending 2/10/2023 for Planning	1,448.00
028024	2/21/2023	City of Rancho Palos Verdes	7% of Monthly ALPR Camera Cost	135.36
028025	2/21/2023	Standard Insurance Company	August 2022 Life Insurance Policy #161783 Div 0001	225.87
028025	2/21/2023	Standard Insurance Company	December 2022 Life Insurance Policy #161783 Div 0001	351.96
028025	2/21/2023	Standard Insurance Company	February 2023 Life Insurance Policy 161783 Div 0001	201.30
028025	2/21/2023	Standard Insurance Company	January 2023 Life Insurance Policy #161783 Div 0001	267.90
028025	2/21/2023	Standard Insurance Company	July 2022 Life Insurance Policy #161783 Div 0001	264.72
028025	2/21/2023	Standard Insurance Company	November 2022 Life Insurance Policy #161783 Div 0001	225.87
028025	2/21/2023	Standard Insurance Company	October 2022 Life Insurance Policy #161783 Div 0001	225.87
028025	2/21/2023	Standard Insurance Company	September2022 Life Insurance Policy #161783 Div 0001	225.87
CHECK TOTAL			**$ 1,989.36**	
028026	2/21/2023	Stephens Plumbing Heating & Air Conditioning	Plumbing Services	165.00

Check No.	Check Date	Payee	Description	Amount
028027	2/21/2023	Sterling	Employee Background Check for January 2023	319.00
028028	2/21/2023	Willdan Inc.	Traffic Engineer for December 2022 Proj 105238.00.1002.001	232.50
ACH-175	1/13/2023	CalPERS	PERS Retirement for Payroll Ending 01-10-23	3,769.14
ACH-176	1/13/2023	Vantagepoint Transfer Agents - 306580	ICMA for Payroll Ending 01-10-23	5,681.63
ACH-177	2/16/2023	CalPERS	PERS ICMA Payroll Ending 01-24-23	3,790.70
ACH-178	1/27/2023	Vantagepoint Transfer Agents - 306580	ICMA Payroll Ending 01-24-23	1,912.49
ACH-179	2/23/2023	California Water Service Co.	Water Usage 12-28-22 to 01-27-23	291.43
ACH-180	2/21/2023	California Water Service Co.	Water Usage 12-28-22 to 01-27-23	251.02
ACH-181	2/21/2023	Delta Dental	Dental Coverage March 2023	1,125.74
ACH-182	2/21/2023	Vision Service Plan - (CA)	Vision March Coverage	192.78
PR LINK	2/7/2023	PR LINK - Payroll & PR Taxes PR#3	Payroll Processing Fee PR#3 01/25/2023 - 02/07/2023	59.36
PR LINK	2/7/2023	PR LINK - Payroll & PR Taxes PR#3	Pay Period - PR#3 01/25/2023 - 02/07/2023	27,006.91
				$ 85,381.46

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

85,381.46 for the payment of above items.

Elaine Jeng, P.E., City Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 02/27/2023

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 JANUARY 2023

DATE: February 27, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
VC_REP_230221_January_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%
Grand Total		261.47	80.70	180.77	30.86%

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%
Grand Total		69.20	0.20	69.00	0.29%

Agenda Item No.: 8.F
Mtg. Date: 02/27/2023

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **RECEIVE AND FILE REPORT ON THE FINANCE/BUDGET/AUDIT COMMITTEE MEETING OF FEBRUARY 13, 2023**

DATE: **February 27, 2023**

BACKGROUND:
On February 13, 2023, staff met with the Finance/Budget/Audit Committee to begin work on developing a balancing strategy for the General Fund for fiscal year 2023/24. The purpose of this report is to provide the City Council with a recap of that meeting.

DISCUSSION:
As presented to the City Council on February 13, 2023, the General Fund has a structural budget deficit of $406,071 as of December 31, 2022, based on ongoing revenues $2,507,702 versus ongoing costs total $2,913,773.

Staff reviewed General Fund revenues and developed very preliminary 2022/23 fiscal year-end projections. Staff used those projections to develop preliminary revenue projections for FY 2023/2024, which were discussed with the Finance/Budget/Audit (FBA) Committee on February 13. Based on these very preliminary estimates, ongoing revenues total $2,665,880, representing an increase of $91,430 from the current fiscal year.

In addition to the revenue increases, staff also presented to the FAB Committee a number of proposed reductions to expenditures totaling $177,973. These include reductions based on recent trends and more thorough understanding of the costs charged to each account. They also include real cuts to expenditures. The combination of increased revenues of $91,430 and proposed expenditure cuts lowers the deficit to $136,668.

However, staff identified two expenditure accounts that should be increased, which are considered structural fixes. The first item relates to building services provided by Los Angeles County Public Works Department and Wildan Group. Since building revenue estimates were increased based on prior year results and revenues through the first six months of this fiscal year, a commensurate increase in fees for these services paid to the County is necessary. Accordingly, staff believes it is appropriate to add $150,000 to the expenditure budget for

these services. The second item relates to the General Fund transfer to the Refuse Fund which partially subsidizes trash collection/disposal rates charges to City residents. Based on the actual revenue and expenditure results in the Refuse Fund, the General Fund needed to transfer $249,229 in FY 2021/22 to keep the fund balanced. One of the reasons was the incorrect treatment of refundable deposits that were recognized as revenues versus a liability in fiscal year 2021/22. In addition, it appears some parcels that were receiving service were not assessed. As a result, staff suggested adding $63,000 to the FY 2023/24 budgeted transfer from the General Fund to the Refuse Fund as a conservative adjustment to offset the impacts of these items to the Refuse Fund. Based on these two “structural fixes” totaling $213,000, the final projected deficit is back up to $349,668.

Lastly, staff presented a schedule summarizing the major cost categories that make up the General Fund expenditure budget for the Finance/Budget/Audit Committee’s consideration in identifying other cuts totaling $349,668 to balance the budget.

The FAB Committee will be meeting again on March 9 to continue the discussion and to develop a final recommendation to the City Council for balancing the General Fund budget.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:

Agenda Item No.: 8.G
Mtg. Date: 02/27/2023

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 PAST ADMINISTRATIVE REPORTS RELATING TO THE CITY HALL CAMPUS EMERGENCY POWER PROJECT**

DATE: **February 27, 2023**

BACKGROUND:
The current emergency standby generator is outdated and no longer functioning properly. On October 26, 2020, the City Council directed staff to seek professional expertise to assist staff with unit replacement. At the January11, 2021 City Council meeting, City Council approved an amended agreement with Pacific Architecture and Engineering Inc. to assess the existing standby generator for the City Hall campus, provide a report on their findings, and discuss options to replace the existing non-working standby generator. The Final Report was presented to City Council on May 10, 2021 and identified the parameters and constraints for the replacement standby generator/system.

Based on a review of the prior 12 months electric bills, it was determined that the existing 75 kw could be replaced with an equivalent sized system that would be sufficient for the current building loads (City Hall and Rolling Hills Community Association (RHCA) Building).

At the May 24, 2021 meeting City Council directed staff to: 1) Pursue the Solar Option to replace the existing Emergency Standby Generator, and; 2) Consider leasing portable generator to provide emergency standby power until the Solar option is designed and installed, and; 3) Verify the portable generator could connect to the existing Automatic Transfer Switch (ATS), and; 4) Remove the existing nonfunctioning emergency standby generator, and: 5) Repair the water intrusion problem at the existing generator structure repaired.

On June 14, 2021, the City Council approved the second amendment to the contract with Pacific Architecture and Engineering Inc. for design services required to address the direction provided by City Council and outlined in items 1 through 5 in the last paragraph in the background section for approximately $59,000.

PAE provided preliminary design plans for layout of the solar panels in November 2021.The available roof surface area, 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 RHCA building. The preliminary design was provided to RHCA and the plans were reviewed by the Architectural Review Committee on December 7, 2021.

Staff presented a discussion item regarding feedback from the RHCA on January 24, 2022 and the City Council tabled the item until February 14, 2022. The City Council directed staff to write a letter to the RHCA board requesting that they take on the emergency standby power project and provide the city, within a 60 day period, a workable proposal that the city will then review to ensure it meets the city's needs.

At the July 25, 2022 City Council Meeting (Councilmember Pieper and Mayor Black absent) the Council considered the approval of the RHCA request to install a natural gas unit to provide stand-by power for the city hall campus but had a variety of questions. Staff provided the RHCA staff with a summary of the Council's discussion and requested the RHCA provide additional information based on questions and comments raised. On November 8, 2022, the RHCA provided a memo in response.

At the November 14, 2022 City Council meeting, the Council voted to take control of the process for evaluating a backup power plan and project back to City Council as the lead.

At the February 13, 2023 City Council Meeting, a discussion regarding the replacement of the Emergency Standby Diesel Generator was tabled to allow time for Councilmember Pieper to speak with the RHCA Board President.

DISCUSSION:
The following attachments of previous administrative reports are consolidated here to help inform the City Council on prior discussions, actions and estimated costs as presented during the past two years in anticipation of further discussion specific to the Campus Emergency Power project and potential use of solar power and/or battery backup.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CL_AGN_220214_CC_Item12B_Solar_Generator.pdf
CL_AGN_211122_CC_Item4G_Solar_Generator.pdf
CL_AGN_210524_CC_Item9B_Solar_Generator.pdf

Agenda Item No.: 12.B
Mtg. Date: 02/14/2022

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

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

SUBJECT: **DISCUSS THE ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST RELATING TO THE CITY HALL CAMPUS EMERGENCY POWER PROJECT AND PROVIDE DIRECTION TO STAFF.**

DATE: **February 14, 2022**

BACKGROUND:

On January 24, 2022, the council voted to continue this item until February 14, 2022.

To replace the non-functioning standby generator that provides emergency power to City Hall and the Rolling Hills Community Association, 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 and 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. The preliminary design plans submitted to the Architectural Review meeting and the meeting minutes are attached to this

report.

DISCUSSION:
Removing solar panels from the RHCA Building and placing them on the City Hall building will have several impacts/issues to consider:

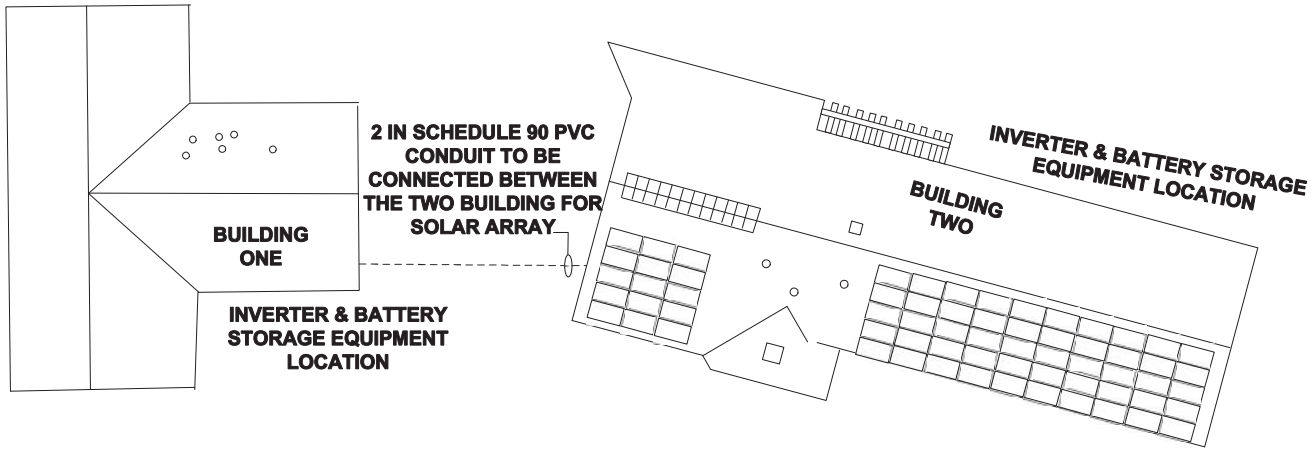
- There is a tree at City Hall making the panels less efficient. The city could consider cutting this tree down so that the panels would have more exposure to the sun.
- There is space for 29 panels on the City Hall roof versus 66 panels on the RHCA building. Panels on both buildings will drive up the cost 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).

This item was presented to the City Council at the January 10, 2022 meeting. The City Council decided to delay taking action so that Councilmember Jeff Pieper can participate in the discussion. Councilmember Pieper was absent from the January 10, 2022 City Council meeting.

FISCAL IMPACT:
The overall project cost will be impacted if the solar panels are divided between roofs of City Hall and the RHCA building. High level estimation shows the cost differential between placing all solar panels on the RHCA building and dividing the panels is approximately $20,000 to $60,000.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:
Rolling_Hill_Maintenance_Buildings_One__Two-_SFR_V3_Review.pdf



28.05 STC Photovoltaic System

Project Name: City of Rolling Hills

Project Address: 2 Portuguese Bend Road
Rolling Hills CA 90274

Project contact: Jun Fujita Hall
310 405 3878



Drawn by: wwebb

Revision#3

Date: 11/13/2021



SILVER FOX RENEWABLES, LLC.
888.786.9322

324 E. Foothill Blvd.
Suite 201
Arcadia, CA 91006
Lic # 996766

General Notes:
Main Service Panel 120/208V 3 Ø 600 amps

Total Photovoltaic System consists of
66 -Hanwha Q CELLS:Q.PEAK DUO L-G6 425
2- Generac Power Systems:X11402 [208V] Inverters

28.05 kW DC STC
25.335 kW AC PTC
Estimated kWh produced annually
43,475 kWh

C10 SIGNATURE:

SOLAR BATTERY STORAGE FOR BOTH BUILDINGS ONE & TWO

File Path: PHOTOVOLTAIC SYSTEM DOCUMENTS

Sheet Number: PVS1



14.2 kW DC STC Photovoltaic Roof System

Project Name: City of Rolling Hills Administration Building

Project Address: 2 Portuguese Bend Road
Rolling Hills CA 90274

Project contact: Jun Fujita Hall
310 405 3878



Drawn by: wwebb

Revision#3

Date: 11/13/2021



SILVER FOX RENEWABLES, LLC.
888.786.9322

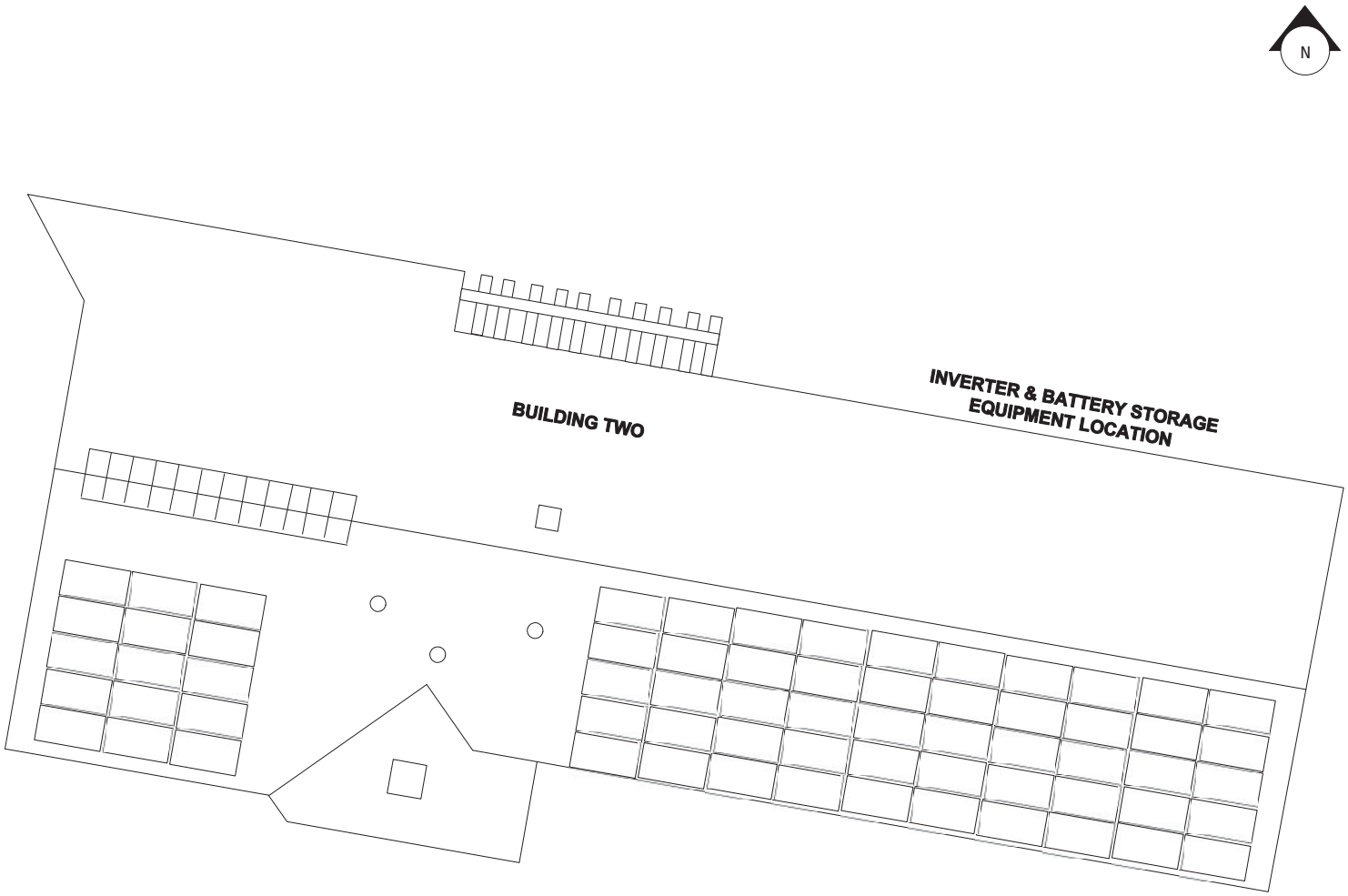
324 E. Foothill Blvd.
Suite 201
Arcadia, CA 91006
Lic # 996766

C10 SIGNATURE:

SOLAR ROOF BUILDING ONE

File Path: PHOTOVOLTAIC SYSTEM DOCUMENTS

Sheet Number: **PVS4**



14.2 STC Photovoltaic System

Project Name: City Maintenance Building

Project Address: 2 Portuguese Bend Road
Rolling Hills CA 90274

Project contact: Jun Fujita Hall
310 405 3878



Drawn by: wwebb

Revision#3

Date: 11/13/2021



SILVER FOX RENEWABLES, LLC.
888.786.9322

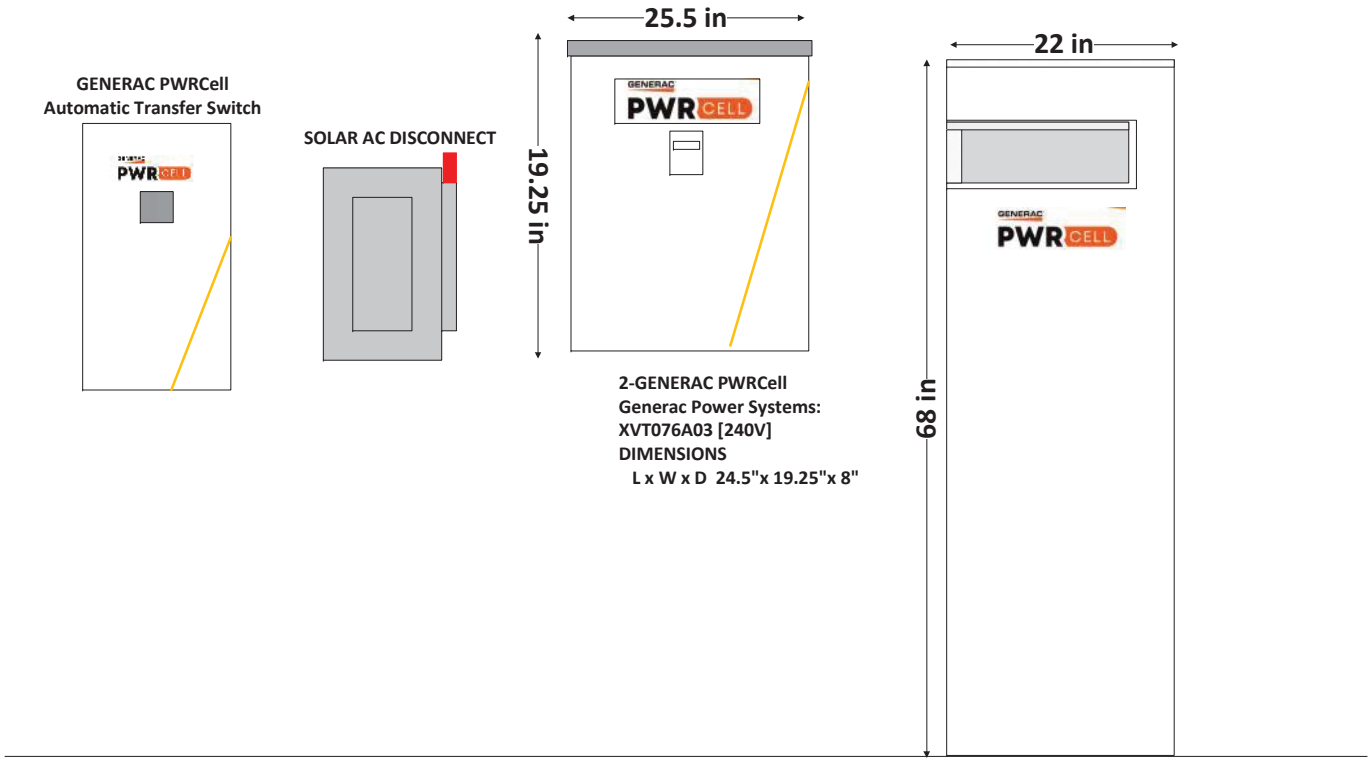
324 E. Foothill Blvd.
Suite 201
Arcadia, CA 91006
Lic # 996766

C10 SIGNATURE:

SOLAR ROOF BUILDING TWO

File Path: PHOTOVOLTAIC SYSTEM DOCUMENTS

Sheet Number: **PVS5**



1- GENERAC PWRCELL smart battery
17.1 kwh City Hall
8 kwh Community Association Building
When batteries are used in a black out event:
42 cells dedicated to City Hall
24 cells dedicated to Community Association Buildings

38.55 STC Photovoltaic System

Project Name: City Maintenance Building
Project Address: 2 Portuguese Bend Road
Rolling Hills CA 90274

Project contact: Jun Fujita Hall
310 405 3878



Drawn by: wwebb

Revision#2

Date: 10/20/2021



SILVER FOX RENEWABLES, LLC.
888.786.9322
324 E. Foothill Blvd.
Suite 201
Arcadia, CA 91006
Lic # 996766

C10 SIGNATURE:

BATTERY STORAGE EQUIPMENT BUILDING ONE

File Path: PHOTOVOLTAIC SYSTEM DOCUMENTS

Sheet Number: PVE1

Agenda Item No.: 4.G
Mtg. Date: 11/22/2021

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

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

SUBJECT: **APPROVE PROJECT PLANS, SPECIFICATIONS FOR REMOVING THE EXISTING NON-OPERABLE STANDBY GENERATOR AND DIRECT STAFF TO ADVERTISE FOR CONSTRUCTION BIDS.**

DATE: **November 22, 2021**

BACKGROUND:

The current emergency standby generator is outdated and no longer functioning properly. Over the past few years City staff has enlisted several maintenance firms to service the existing generator. The existing emergency standby generator is at the end of its life cycle and the City is looking to replace the existing equipment with a new emergency standby generator. Repair activities for the current generator was presented to the City Council on October 26, 2020. Based on the information provided, the City Council directed staff to seek professional expertise to assist staff with unit replacement.

At the January 11, 2021 City Council meeting, City Council approved an amended agreement with Pacific Architecture and Engineering Inc. to assess the existing standby generator for the City Hall campus, provide a report on their findings, and discuss options to replace the existing non-working standby generator. The draft of the Standby Generator Assessment Report was delivered to the City on April 21, 2021. Pacific Architecture and Engineering, Inc. met with City staff on April 30, 2021 to review and discuss the report and findings. The Final Report was updated and submitted to the City on May 5, 2021 and City Staff presented to City Council on May 10, 2021. In summary, The report identified the parameters and constraints for the replacement standby generator/system Based on review of the prior 12 months electric bills, determined the existing 75 kw could be replaced with an equivalent sized system that would sufficient for the current building loads (City Hall and Rolling Hills Community Association (RHCA) Building). The existing structure housing the generator does not comply with current code requirements for clearances and has water intrusion with water collecting in the fuel moat with the potential infiltrate into the electrical system and cause damage. This building would need to be removed, replaced, or repaired for repurposing.

The report presented to City Council on May 10, 2021 provided 3 Options for consideration and an interim solution. City Council raised numerous questions about the report during the May 10, 2021 meeting and moved to continue this item to a future meeting pending responses to questions raised. Pacific Architecture and Engineering Inc. provided responses to the list of questions generated. The

questions and responses were reviewed and discussed at the May 24, 2021 City Council meeting. At the May 24, 2021 meeting City Council directed staff to: 1) Pursue the Solar Option to replace the existing Emergency Standby Generator, and; 2) Consider leasing portable generator to provide emergency standby power until the Solar option is designed and installed, and; 3) Verify the portable generator could connect to the existing Automatic Transfer Switch (ATS), and; 4) Remove the existing non-functioning emergency standby generator, and: 5) Repair the water intrusion problem at the existing generator structure repaired.

At the June 14, 2021 City Council meeting, City Council approved the second amendment to the contract with Pacific Architecture and Engineering Inc. for design services required to address the direction provided by City Council and outlined in items 1 through 5 in the last paragraph in the background section for approximately $59,000.

DISCUSSION:
Pacific Architecture and Engineering Inc. has prepared plans and specifications for the demolition (removal) of the existing emergency generator and to address the water intrusion problem at the existing generator structure (included in items 4 and 5 in the scope of work under the second amendment to their contract). These plans and specifications are ready to put out to bid and are attached to this staff report.

FISCAL IMPACT:
The cost for this work to remove the existing emergency generator and address the existing water intrusion problem at he existing generator building is estimated to be $39,312. The Order of Magnitude Cost Estimate is attached to this staff report.

This work effort is included in the Fiscal Year 2021-2022 budget.

RECOMMENDATION:
Staff recommends that the City Council approve Emergency Generator Demolition Plans and Specifications to solicit bids from qualified firms to perform the required work.

ATTACHMENTS:
RH Technical Specifications.pdf
ROLLING-HILLS-DEMO_R20_20211110_.pdf
20211118_ROLLINGHILLSDEMO_COSTEST_.pdf

TECHNICAL SPECIFICATIONS

City of Rolling Hills
Generator Removal, Waterproofing Removal and Electrical

November 11, 2021

PACIFIC ARCHITECTURE AND ENGINEERING, INC.

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0101 PROJECT TITLE PAGE
00 0102 PROJECT INFORMATION

DIVISION 02 - EXISTING CONDITIONS

02 4100 DEMOLITION

SECTION 00 0101

PROJECT TITLE PAGE

PROJECT MANUAL

FOR

GENERATOR AND WATERPROOFING REMOVAL

OWNER:

CTY OF ROLLING HILLS

2 PORTUGESE BEND ROAD

ROLLING HILLS, CA 90274

DATE: 11.12.2021

PREPARED BY:

PACIFIC ARCHITECTURE AND ENGINEERING INC.

END OF SECTION

SECTION 00 0102

PROJECT INFORMATION

PART 1 GENERAL

1.1 PROJECT IDENTIFICATION

A. Project Name: City of Rolling Hills

B. Address: 2 Portuguese Bend Road

Rolling Hills, CA 90274

C. The Owner, hereinafter referred to as City: City of Rolling Hills

D. City's Project Manager: Alan Palermo

1.2 NOTICE TO PROSPECTIVE CONTRACTORS

A. These documents constitute an invitation to prospective Contractors to submit qualifications and proposals for the scope of work for the project described below. Electrical Bid and Demolition Bid shall be submitted separately. One prime contractor may bid for both Demo and Electrical Scope.

1.3 PROJECT DESCRIPTION

A. Summary Project Description: Removal of Generator and Waterproofing

B. Demolition Scope: and removal of the generator, soil around shed, removal of the waterproofing around Generator Shed. Dispose of soil.

C. Electrical Scope: Cap electrical to remove generator, trace conduit to City Hall and Community Association Building.

D. Exclude filling of moat with concrete

E. Waterproofing removal: Waterproofing material must be sand blasted to ensure complete removal and no black material shall remain on face of CMU. Removal includes foam sheet and any other material adhered to CMU.

1.4 PROJECT CONSULTANTS

A. The Architect, hereinafter referred to as Architect: Pacific Architecture and Engineering

1.5 PROCUREMENT TIMETABLE

A. RFP Documents Available:_____.

B. Last Request for Substitution Due: 7 days prior to due date of proposals.

C. Last Request for Information Due: 7 days prior to due date of proposals.

D. Proposal Due Date:_____, before 4 PM local time.

E. Proposal Opening: Same day, 5 PM local time.

F. The City reserves the right to change the schedule or terminate the entire procurement process at any time.

1.6 PROCUREMENT DOCUMENTS

A. Availability of Documents: Complete sets of procurement documents may be obtained:

1. From City at the Project Manager's address listed above.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 02 4100

DEMOLITION

PART 3 EXECUTION

1.1 PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   3. Provide, erect, and maintain temporary barriers and security devices.
   4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   5. Do not close or obstruct roadways or sidewalks without permit.
   6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
   7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.

B. Do not begin removal until receipt of notification to proceed from City.

C. Prior to removal of generator, written acknowledgement by licensed Electrical contractor that power is capped to generator, and it is safe to remove by Demolition contractor and all methods of turning on the power to generator is permanently capped.

D. Upon demolition of generator, Electrical Contractor to trace conduits to City Hall and Community Association Building and provide CAD survey of path of conduit to City Project Manager. After completion of survey cap conduits in a manner so that they may be utilized in future solar panel project.

E. Protect existing structures and other elements that are not to be removed.
   1. Provide bracing and shoring as required.
   2. Prevent movement or settlement of adjacent structures.
   3. Stop work immediately if adjacent structures appear to be in danger.
   4. Remove and salvage fencing behind generator shed as required.
   5. Protect in place existing equipment
   6. Salvage fencing if removed.
   7. Stock pile removed soil if requested by City.

1.2 DEBRIS AND WASTE REMOVAL

A. Remove soil, debris, junk, generator, removed waterproofing material and trash from site.

B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

CITY HALL ADA IMPROVEMENT PROJECT
CITY OF ROLLING HILLS
DEMOLITION PACKAGE

GENERAL NOTES

CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, LOT LINES , PROPERTY LINES, AND ELEVATIONS BEFORE PROCEEDING WITH THE WORK.
2. DO NOT SCALE DRAWINGS. CONTRACTOR SHALL VERIFY UNDERGROUND AND ABOVEGROUND UTILITIES, PIPES, STRUCTURES.
3. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
4. ALL WORK, CONSTRUCTION AND MATERIALS SHALL COMPLY WITH ALL PROVISIONS OF THE 2019 CALFORNIA BUILDING CODE, LA COUNTY BUILDING CODE AND WITH OTHER RULES, REGULATIONS AND ORDINANCES GOVERNING THE PLACE OF BUILDING. BUILDING CODE REQUIREMENTS TAKE PRECEDENCE OVER THE DRAWINGS, AND IT SHALL BE THE RESPONSIBILITY OF ANYONE SUPPLYING LABOR OR MATERIALS OR BOTH TO BRING TO THE ATTENTION OF THE ARCHITECT, ANY DISCREPENCIES OR CONFLICTS BETWEEN THE REQUIREMENTS OF THE CODE AND THE DRAWINGS.
5. REFERENCE TO ANY DETAIL OR DRAWING IS FOR CONVENIENCE ONLY AND DOES NOT LIMIT THE APPLICATION OF SUCH DETAILS OR DRAWINGS.
6. DISCREPENCIES IN THE DRAWINGS OR BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT. CORRECTED DRAWINGS OR INSTRUCTIONS SHALL BE ISSUED BY THE ARCHITECT PRIOR TO THE INSTALLATION OF ANY WORK.
7. VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO EXECUTING THE WORK.
8. GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL WORK SHOWN ON THESE DRAWINGS AND SPECIFICATIONS UNLESS SPECIFICALLY NOTED OTHERWISE.
9. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE UNLESS OTHERWISE SHOWN, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL PROCEDURES. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE ARCHITECT AND THEIR ENGINEERS SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES REQUIRED, WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ANY SUPPORT SERVICES PERFORMED BY THE ARCHITECT AND HIS ENGINEERS DURING CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH MAY BE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE ARCHITECT AND THEIR ENGINEERS, WHETHER OF MATERIAL OR WORK, AND WHETHER PERFORMED DURING OR AFTER COMPLETION OF CONSTRUCTION ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS, BUT THEY DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.
10. ANY CONFLICTS WITH WALLS, CEILING SYSTEMS, LIGHTS, SPRINKLERS, SPRINKLER HEADS, AND ANY OTHER CONFLICTS WITH THE WORK DEPICTED IN THE DRAWINGS SHALL BE RELOCATED AT THE CONTRACTOR'S COST WHEN EXECUTING THE WORK OF REPLACING THE HVAC UNITS AND ANY STRUCTURAL SUPPORTS.
11. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION IF INCONSISTENCIES OR OBSTRUCTIONS IMPEDE THE PROJECT. SUCH CONDITIONS SHALL BE BROUGHT TO THE OWNER'S REPRESENTATIVE IN WRITING. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS IF OWNER IS NOT NOTIFIED.
12. EXIT DOORS, HARDWARE, EXIT LIGHTS, LIGHTS, OUTLETS, AND FIRE EXTINGUISHER LOCATIONS SHALL NOT BE CONCEALED OR OBSTRUCTED.
13. THIS PROJECT SHALL BE A NO FEE PROJECT. PICK UP ALL NECESSARY CITY PERMITS AT THE BUILDING COUNTER.
14. PATCH AND PAINT ALL SURFACES DAMAGED TO RETURN THEM TO THEIR ORIGINAL CONDITION.
15. CONTRACTOR SHALL CONFIRM WORKING HOURS AND ALSO OBTAIN APPROVAL OF FIRST DAY OF CONSTRUCTION AND DURATION OF WORK WITH CITY PROJECT MANAGER PRIOR TO PROCEEDING.
16. ALL DIMENSIONS ARE FOR REFERENCE ONLY. CONTRACTOR TO VERIFY IN FIELD PRIOR TO BID.
17. CONTRACTOR MAY NOT USE CITY RESTROOM FACILITIES IN THE BUILDING AND MUST BRING PORTABLE RESTROOMS TO THE SITE FOR THE PROJECT.
18. THE CONTRACTOR WARRANTS TO THE OWNER AND THE ARCHITECT THAT ALL MATERIALS AND EQUIPMENT FURNISHED WILL BE NEW UNLESS OTHERWISE SPECIFIED AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS.
19. ANY DAMAGED ACT CEILING OR LIGHTS MUST BE REPLACED AT CONTRACTOR'S COST WITH NO ADDITIONAL COST TO THE CITY.
20. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREIN OR NOT AND TO PROTECT THEM IN PLACE FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE EXECUTION OF THIS WORK.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL TRADES AND/OR EQUIPMENT SUPPLIED BY THE OWNER.
22. AT THE COMPLETION OF THE WORK, SUBMIT TO BUILDING OWNER. MAINTENANCE MANUALS PRESENTING FULL DETAILS FOR CARE AND MAINTENANCE OF ALL SURFACE AND EQUIPMENT OF EVERY NATURE. CONTENTS SHALL INCLUDE MANUFACTURER'S AND INSTALLER'S NAMES, ADDRESSES, PHONE NUMBERS, AND INSTRUCTIONS FOR INSTALLATION, START-UP AND OPERATION, MAINTENANCE PARTS LIST, AND DATA SHEETS.
23. LAYDOWN AREA AND CONSTRUCTION AREA LOCATION, AND FENCING LOCATION SHALL BE COORDINATED WITH CITY PROJECT MANAGER. OBTAIN APPROVAL FROM CITY PROJECT MANAGER PRIOR TO PROCEEDING.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL VERIFICATION AND COORDINATION WITH OTHER TRADES OR SUBCONTRACTORS AND THEIR WORK TO ENSURE COMPLIANCE WITH THE DRAWINGS AND SPECIFICATIONS, CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR KEEPING ABREAST OF CONSTRUCTION PROGRESS AND WHERE DELAYS HAVE OCCURRED DUE TO THE CONTRACTOR'S FAULT, MAKE UP TIME LOST AT HIS OWN EXPENSE AS NECESSARY TO MAINTAIN THE CONTRACT SCHEDULE.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTINUOUS CLEANUP OF THE SITE OF ALL DEBRIS WHETHER CREATED BY HIS WORK OR THE FAILURE OF THE SUBCONTRACTOR TO CLEAN UP AFTER THEIR WORK.
26. ALL EQUIPMENT PADS SHALL BE LEVEL PER MANUFACTURER'S RECOMMENDATIONS, CONTRACTOR SHALL EXECUTE INSTALLATION OF HVAC UNITS SO THAT THE FLASHING AT EQUIPMENT PADS DO NOT POND. CONTRACTOR SHALL WATER TEST EACH PAD TO INSURE THAT WATER DOES NOT POND.
27. PLEASE NOTE DIMENSIONS AND EXISTING CONDITIONS ARE FROM CITY PERMIT DRAWINGS, DIMENSIONS ARE NOT CERTIFIED, CONTRACTOR PROVIDE SURVEY IF NEEDED.
28. PROVIDE TO CITY PROJECT MANAGER AND MAINTENANCE STAFF TRAINING ON ANY AND ALL EQUIPMENT INSTALLED FOR OPERATION AND MAINTENANCE FOR USE AND OWNERSHIP OF EQUIPMENT INSTALLED AS PART OF THIS WORK.

ABBREVIATIONS

&	And	I.D.	Inside Diameter(Dimension)
∠	Angle	INSUL	Insulation
@	At	INT	Interior
℄	Centerline	JAN	Janitor
Ø	Diameter or Round	JT	Joint
⊥	Perpendicular	KIT	Kitchen
#	Pound or Number	LAM	Laminate
(E)	Existing	LAV	Lavatory
A/C	Air Conditioning	LT	Light
ACOUS	Acoustical	MAX	Maximum
A.D.	Area Drain	M.C.	Medicine Cabinet
ADJ	Adjustable	MECH	Mechanical
AL	Aluminium	MEMB	Membrane
APROX	Approximate	MTL	Metal
ARCH	Architectual	MFR	Manufacturer
ASPH	Asphalt	MIN	Minimum
AT	Acoustical Tile	MISC	Miscellaneous
BD	Board	M.O.	Masonry Opening
BITUM	Bituminous	MTD	Mounted
BLDG	Building	MRG	Moisture Resistant Gyp. Bd.
BLK	Block	MUL	Mullion
BM	Beam	N	North
BOT	Bottom	NIC	Not In Contract
CAB	Cabinet	NO.	Number
C.B.	Catch Basin	NOM	Nominal
CEM	Cement	NTS	M Not To Scale
CER	Cemeric	O/	Over
C.I.	Cast Iron	OBS	Obscure
CLG	Ceiling	O.C.	On Center
CLKG	Calking	O.D.	Outside Diameter (Dimension)
CLR	Clear	OFF.	Office
CMU	Concrete Masonry Unit	OPNG	Opening
COL	Cloumn	OPP	Opposite
CONC	Concrete	PROST	Precast
CONN	Connection	PL	Plate
CONST	Construction	P.LAM.	Plastic Laminate
CONT	Continuous	PLAS	Plaster
CT	Ceramic Tile	PLYWD	Plywood
CTR	Center	PR	Pair
DBL	Double	PT	Point
DEPT	Department	Q.T.	Quarry Tile
D.F.	Drinking Fountain	R	Riser
DIA	Diameter	RAD	Radius
DET	Detail	R.D.	Roof Drain
DIM	Dimension	REF	Reference
DISP	Dispenser	REFR	Refrigerator
DN	Down	REINF	Reinforced Required
DR	Door	REQ	Resilient
DS	Downspout	RESIL	RM Room
DWG	Drawing	R.O.	Rough Opening
E	East	RWD	Redwood
EA	Each	S	South
D.J.	Expansion Joint	SC	Solid Core
EL	Elevation	SCHED	Schedule
ELEC	Electrical	SECT	Section
ELEV	Elevator	SH	Shelf
EMER	Emergency	SHR	Shower
ENCL	Enclosure	SHT	Sheet
EQ	Equal	SIM	imilar
EQPT	Equipment	SPEC	Specification
EXIST	Existing	SQ	Square
EXPO	Exposed	S.STL.	Stainless Steel
EXP	Expansion	S.SK	Service Sink
EXT	Exterior	STA	Station
F.A.	Fire Alarm	STD	Standard
F.D.	Floor Drain	STL	Steel
FDN.	Foundation	STOR	Storage
F.A.	Fire Extinguisher	STRUC	Structural
F.A.C.	Fire Extinguisher Cabinet	SUSP	Suspended
FIN	Finish	SYM	Symmetrical
FL	Floor	TRD	Tread
FLASH	Flashing	T.B.	Towel Bar
FLUOR	Fluorescent	T.C.	Top of Curb
F.O.C.	Face of Concrete	TEL	Telephone
F.O.F.	Face of Finish	T & G	Tongue and Groove
F.O.S.	Face of Stud	THK	Thick
FPRF	Fireproof	T.P.	Top of Pavement
FT	Foot or Feet	TV	Television
FTG	Footing	T.W.	Top of Wall
FURR	Furring	TYP	Typical
GA	Gauge	UNF	Unfinished
GALV	Galvanized	U.O.N.	Unless Otherwise Noted
G.I.	Galvanized Iron	UR	Urinal
GL	Glass	VERT	Vertical
GND	Ground	VEST	Vestibule
GR	Grade	W	West
GYP	Gypsum	W/	With
H.B.	Hose Bib	W.C.	Water Closet
H.C.	Hollow core	WD	Wood
HDWD	Hardwood	W/O	Without
HDWE	Hardware	WP	Waterproof
HM	Hollow Metal	WSCT	Wainscot
HORIZ	Horizontal	WT	Weight
HR	Hour	W.I.	Wrought Iron
HGT	Height		

INDEX

AD0	COVER
AD101	SITE PLAN
AD102	SITE DEMO PLAN
AD202	NOT USED
AD221	ENLARGED ELECTRICAL SHED PLAN AND ELEVAIONS
AD222	ELECTRICAL SHED IMPROVEMENTS PLAN AND ELEVATIONS

SCOPE OF WORK

ELECTRICAL AND DEMOLITION BIDS SHALL BE SEPARATE CONTRACTS. CONTRACTORS TO COORDINATE WORK.

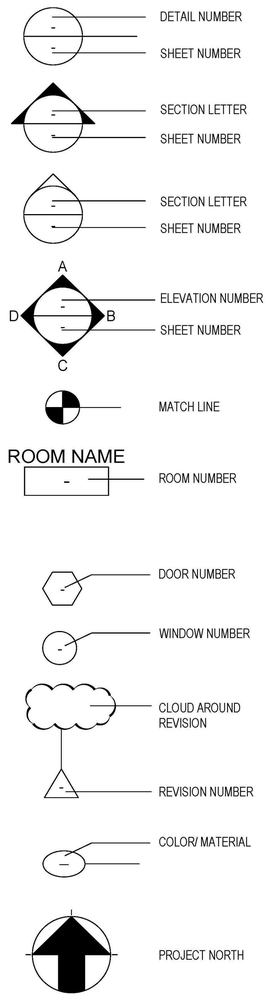
DEMOLITION PACKAGE:

DEMOLITION SCOPE
REMOVE GENERATOR. IT WAS DETERMINED BY THE CITY THAT THERE IS NO AQMD PERMIT FOR THIS GENERATOR. REPORTING TO AQMD IS NOT NECESSARY.
REMOVE DIRT AROUND GENERATOR SHED.
REMOVE AND SANDBLAST WATER PROOFING ON CMU.

ELECTRICAL SCOPE
LICENSED ELECTRICAL ENGINEER TO TURN OFF POWER AND CONFIRM THERE IS NO POWER TO GENERATOR, CAP CONDUITS & DETERMINE THAT GENERATOR MAY BE DEMOLISHED.
TRACE CONDUIT FROM GENERATOR TO DETERMINE IF CONDUIT TRAVELS TO BOTH CITY HALL AND COMMUNTY ASSOCIATION BUILDING

CITY SCOPE
CITY: HAZMAT TESTING IS REQUIRED ON CMU INSIDE SHED INCLUDING RESIDUE FROM WATER INTRUSION.

LEGEND



PROJECT DATA

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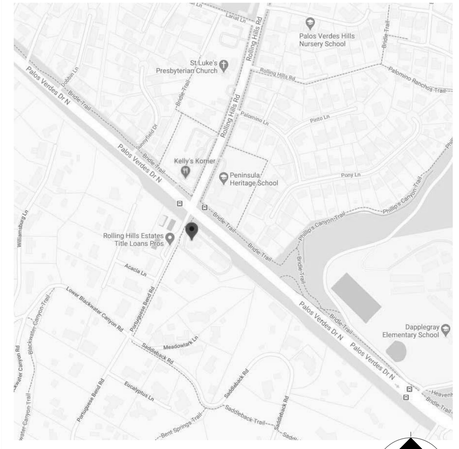
VICINITY MAP



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CITY HALL ADA
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City of Rolling Hills
2 Portuguese Bend Rd
Rolling Hills, CA 90274

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COVER

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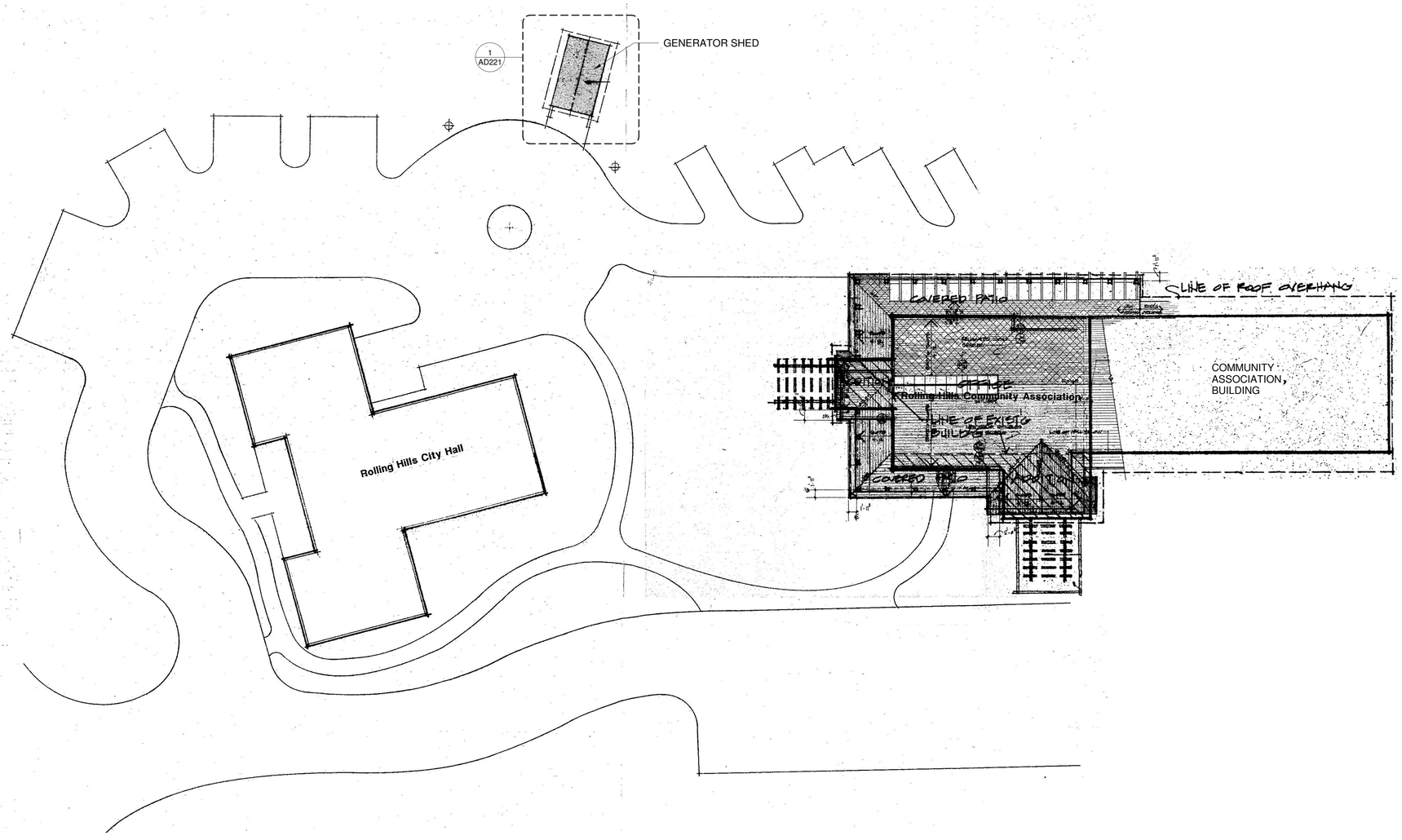

1 SITE PLAN
1/16" = 1'-0"

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DRAWN: Author CHECKED: Checker

SITE PLAN

AD101

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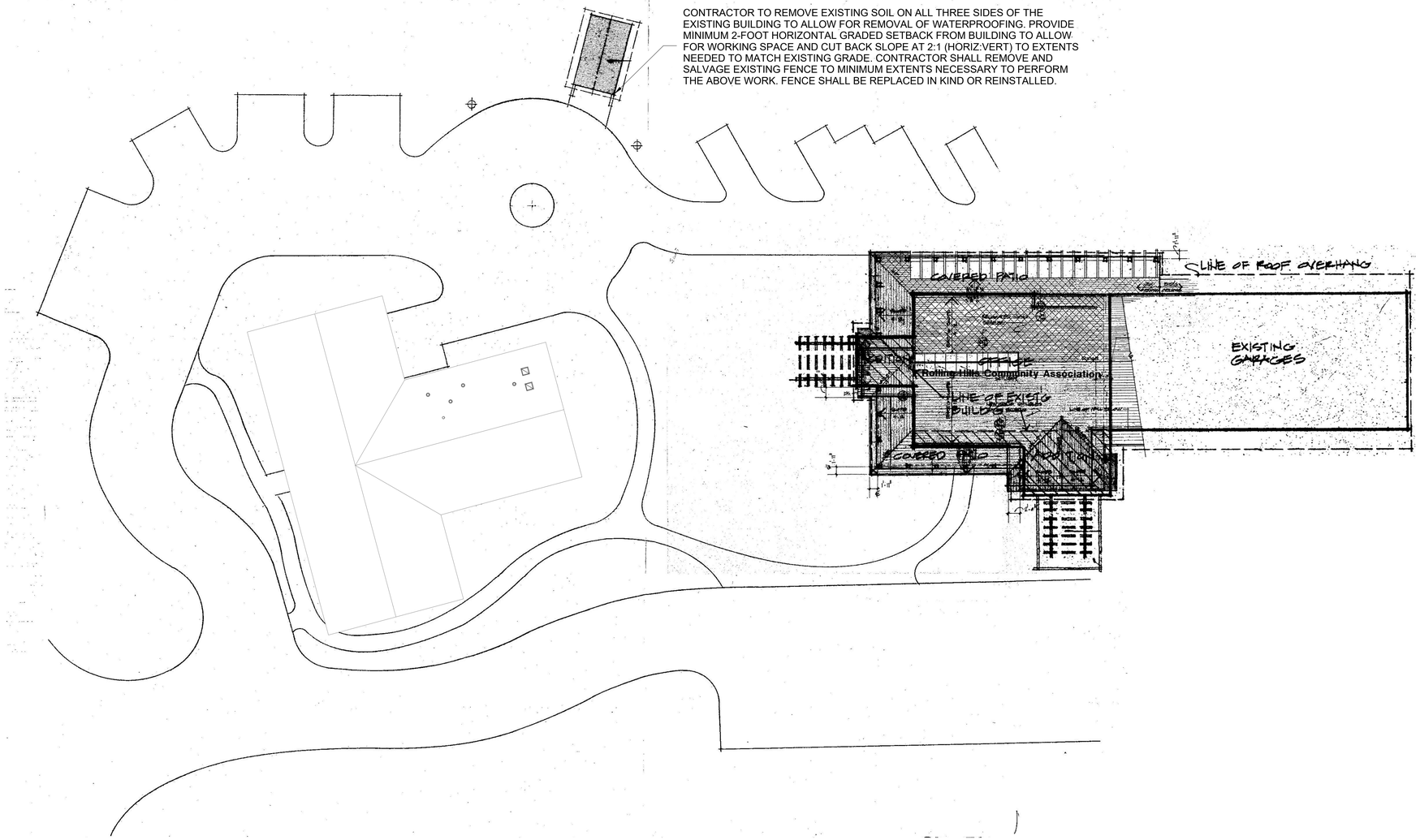
CONTRACTOR TO REMOVE EXISTING SOIL ON ALL THREE SIDES OF THE EXISTING BUILDING TO ALLOW FOR REMOVAL OF WATERPROOFING. PROVIDE MINIMUM 2-FOOT HORIZONTAL GRADED SETBACK FROM BUILDING TO ALLOW FOR WORKING SPACE AND CUT BACK SLOPE AT 2:1 (HORIZ:VERT) TO EXTENTS NEEDED TO MATCH EXISTING GRADE. CONTRACTOR SHALL REMOVE AND SALVAGE EXISTING FENCE TO MINIMUM EXTENTS NECESSARY TO PERFORM THE ABOVE WORK. FENCE SHALL BE REPLACED IN KIND OR REINSTALLED.



1 SITE DEMO PLAN

1/16" = 1'-0"

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DRAWN: Author | CHECKED: Checker

SITE DEMO PLAN

AD102

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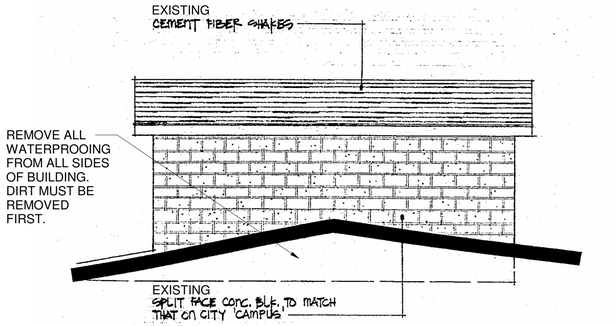
ELECTRICAL NOTES:

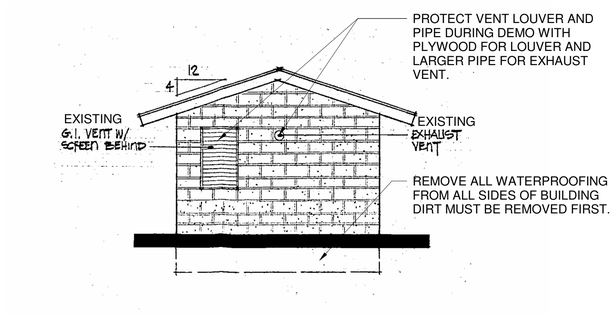
1. REQUEST CITY TO TURN OFF POWER.
2. LICENSED ELECTRICIAN TO CAP POWER AT GENERATOR.
3. LICENSED ELECTRICIAN TO CONFIRM POWER IS OFF AT GENERATOR BEFORE REMOVAL OF GENERATOR MAY BEGIN.
4. AFTER REMOVAL OF GENERATOR AND PRIOR TO POWER BEING CAPPED, TRACE CONDUIT FROM REMOVED GENERATOR TO SEE IF THE CONDUITS GO TO BOTH CITY HALL AND COMMUNITY BUILDING AND CAMERA THE CONDUIT TO CONFIRM DONUITS ARE IN GOOD CONDITION FOR SOLAR PANEL USE.
5. LICENSED ELECTRICAL CONTRACTOR TO RECONNECT MAIN SWITCHBOARD TO MAKE SURE SERVICE REMAINS INTACT UPON DEMOLITION OF GENERATOR. PROVID RECORD PHOTO OF WIRES PRIOR TO CAPPING ANY WIRES, AS WELL AS CAPPED LOCATION FOR CITY'S RECORD.

DEMO NOTES:

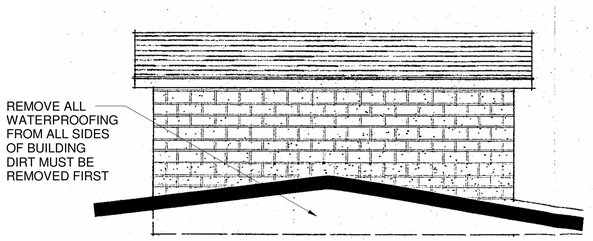
1. REMOVE GENERATOR THIS MAY REQUIRE GENERATOR TO BE CUT AND REMOVED IN SECTION.
2. DOORS MAY BE REMOVED AND REPLACED, PROTECT EXISTING ATS WITH FLOOR TO CEILING FIRE RATED PLYWOOD WALL DURING REMOVAL OF GENERATOR.
3. DO NOT DAMAGE SHED AND PROTECT IN PLACE CMU WALLS, IT WILL CONTINUE TO BE UTILIZED.
4. NOTIFY CITY PROJECT MANAGER OF INTERRUPTION OF SERVICE TO CITY FACILITIES SEVEN DAYS IN ADVANCE.
5. ASSUME FIVE FEET OF WATERPROOFING MATERIAL AND FOAM AND WATERPROOFING SHEET OR BOARD ON THREE SIDES OF BUILDING.
6. BLACK ASPHALT BASED WATERPROOFING MUST BE SAND BLASTED AND BLACK MATERIAL MUST BE COMPLETELY REMOVED AND CMU ONLY IS VISIBLE.



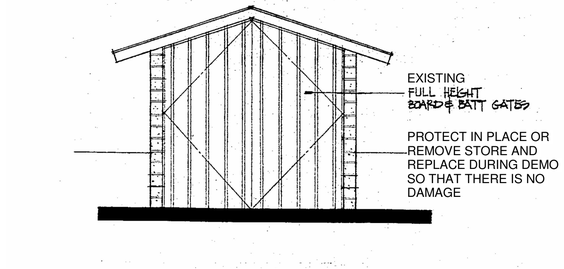
2 EAST ELEVATION - ELECTRICAL SHED
1/4" = 1'-0"



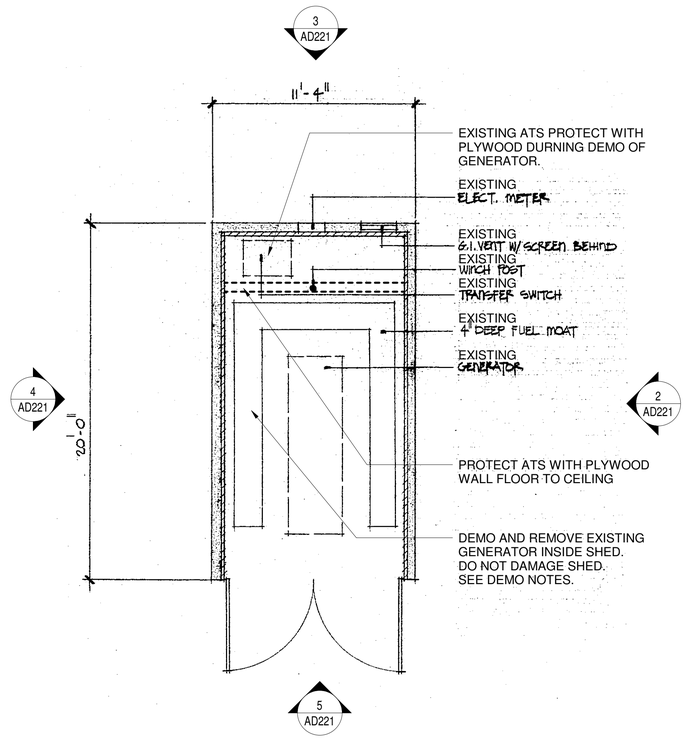
3 NORTH ELEVATION - ELECTRICAL SHED
1/4" = 1'-0"



4 WEST ELEVATION - ELECTRICAL SHED
1/4" = 1'-0"



5 SOUTH ELEVATION - ELECTRICAL SHED
1/4" = 1'-0"



1 ENLARGED PLAN - ELECTRICAL SHED
1/4" = 1'-0"

NOTE:
ALL SCOPE OF WORK IN DRAWINGS DETAIL 1-5 APPLY TO DEMO CONTRACTOR

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PROJECT: XXXXX
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ENLARGED ELECTRICAL SHED PLAN AND ELEVAIONS

AD221

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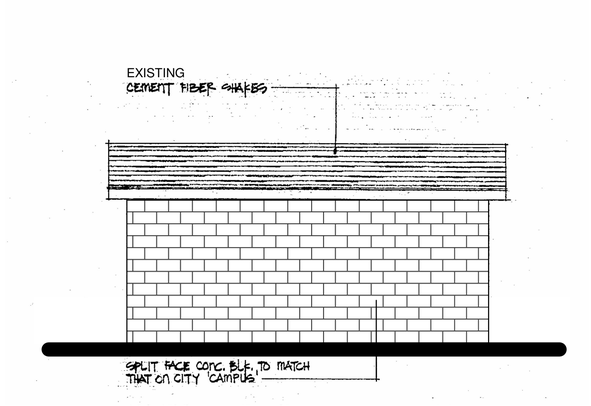
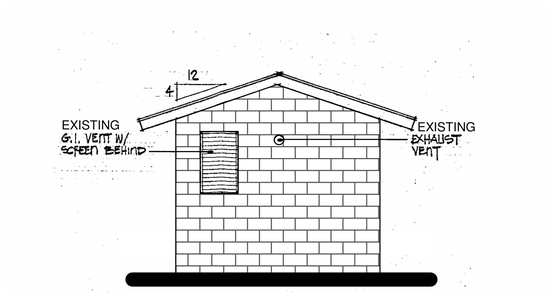
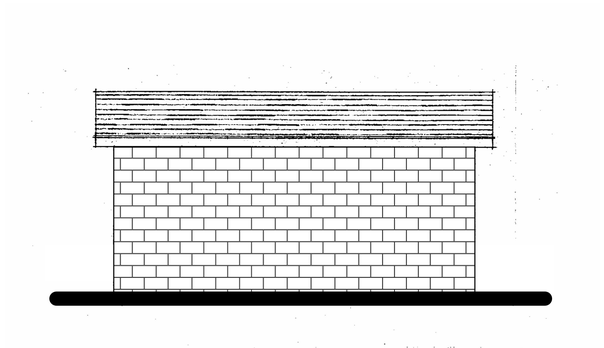


2 EAST ELEVATION - ELECTRICAL SHED IMPROVEMENT
1/4" = 1'-0"

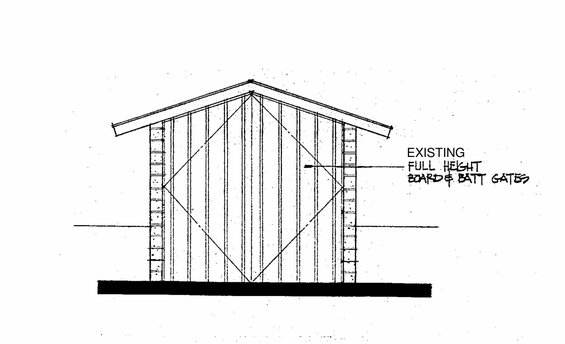


3 NORTH ELEVATION - ELECTRICAL SHED IMPROVEMENT
1/4" = 1'-0"

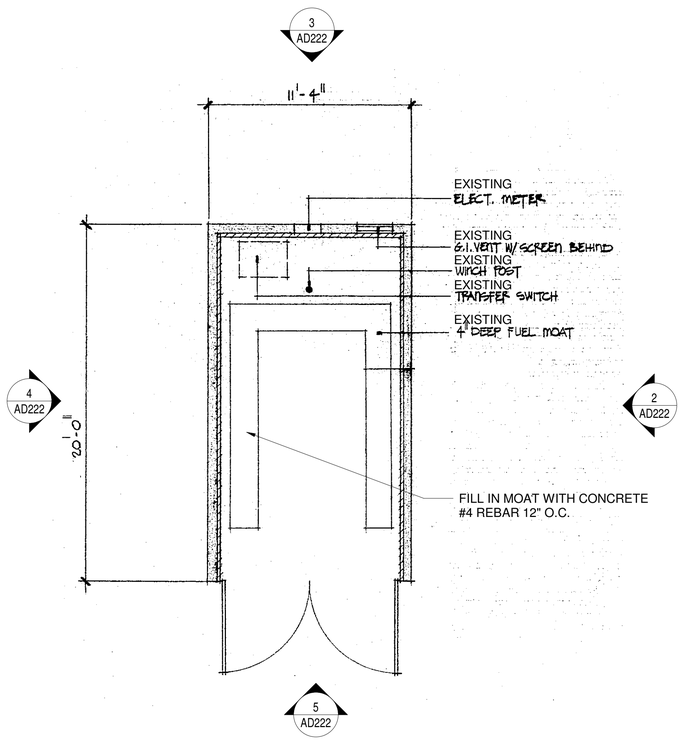
NOTES:
MAINTAIN FIRE RATED PLYWOOD WAL DURING THIS WORK.



4 WEST ELEVATION - ELECTRICAL SHED IMPROVEMENT
1/4" = 1'-0"



5 SOUTH ELEVATION - ELECTRICAL SHED IMPROVEMENT
1/4" = 1'-0"



1 ENLARGED PLAN - ELECTRICAL SHED IMPROVEMENT
1/4" = 1'-0"

NOTE:
ALL SCOPE OF WORK IN DRAWINGS
DETAIL 1-5 APPLY TO DEMO
CONTRACTOR

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PROJECT: XXXXX
DRAWN: Author CHECKED: Checker

ELECTRICAL SHED IMPROVEMENTS PLAN AND ELEVATIONS

AD222

11/10/2021 8:46:32 PM

PROJECT:	**ROLLING HILLS DEMO**	JOB NO:	**17-30**
LOCATION:	**CITY OF ROLLING HILLS**	PREPARED BY:	
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	
DESCRIPTION:	**PROJECT SUMMARY**	ESTIMATE DATE:	**11/18/21**
		REV:	**1**

ORDER OF MAGNITUDE COST ESTIMATE

TAB	DESCRIPTION	ADJ SF	UNIT	COST	TOTAL
	PROJECT SUMMARY				
	HARD COSTS				
	DEMO	**500**	**SF**	**$67.62**	**$ 33,808**
	SITEWORK	**2,000**	**SF**	**$2.75**	**$ 5,504**
	TOTAL PROJECT BASE HARD COSTS				**$ 39,312**
	TOTAL BASE PROJECT HARD & SOFT COSTS				**$ 39,312**

SPECULATIVE BID RANGE FORECAST
BASED ON CURRENT MARKET CONDITIONS
HARD COSTS ONLY

LOW SIDE (7 OR MORE BIDDERS)	**-25%**	**$ 29,484**
LIKELY (4 - 6 BIDDERS)	**-10%**	**$ 35,381**
HIGH SIDE (1 - 3 BIDDERS)	**5%**	**$ 41,278**

PROJECT:	**ROLLING HILLS DEMO**	RHWCC JOB NO.:	**17-30**
LOCATION:	**CITY OF ROLLING HILLS**	PREPARED BY:	
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JF**
DESCRIPTION:	**RENOVATION BASE ESTIMATE**	ESTIMATE DATE:	**11/18/21**
		RENOVATION BASE GSF:	**500**
		RENOVATION ADJUSTED GSF:	**500**

REV 1

ORDER OF MAGNITUDE COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	GENERAL CONDITIONS INCLUDED IN PRORATES			-	**NONE**
2.10	DEMOLITION		43.8%	22.60	**11,300**
2.20	SITEWORK		0.0%	-	**NONE**
2.30	EXCAVATION		17.4%	9.00	**4,500**
3.00	CONCRETE		0.0%	-	**NONE**
4.00	MASONRY		0.0%	-	**NONE**
5.10	STRUCTURAL STEEL & METAL DECK		0.0%	-	**NONE**
5.50	MISC. IRON & ARCHITECTURAL METALS		0.0%	-	**NONE**
6.10	CARPENTRY, ROUGH		0.0%	-	**NONE**
6.20	CARPENTRY, FINISH		0.0%	-	**NONE**
7.10	ROOFING		0.0%	-	**NONE**
7.20	INSULATION		0.0%	-	**NONE**
7.40	SKYLIGHTS		0.0%	-	**NONE**
7.90	CAULKING & SEALANTS		0.0%	-	**NONE**
8.10	DOORS		0.0%	-	**NONE**
8.40	STOREFRONT & WINDOWS		0.0%	-	**NONE**
9.20	GYPBOARD & STEEL STUD FRAMING		0.0%	-	**NONE**
9.30	CERAMIC TILE		0.0%	-	**NONE**
9.40	ACOUSTICAL TILE		0.0%	-	**NONE**
9.50	FLOOR COVERING		0.0%	-	**NONE**
9.70	PAINTING		0.0%	-	**NONE**
10.10	TOILET PARTITIONS & ACCESSORIES		0.0%	-	**NONE**
10.20	BUILDING SPECIALTIES		0.0%	-	**NONE**
11.00	EQUIPMENT		0.0%	-	**NONE**
12.10	FURNISHINGS		0.0%	-	**NONE**
14.10	CONVEYANCE		0.0%	-	**NONE**
15.10	PLUMBING		0.0%	-	**NONE**
15.20	FIRE PROTECTION		0.0%	-	**NONE**
15.30	HEATING, VENTILATING & AIR. COND.		0.0%	-	**NONE**
16.10	ELECTRICAL WORK		38.8%	20.00	**10,000**
16.20	ELECTRICAL SPECIAL SYSTEMS		0.0%	-	**NONE**
	TOTAL DIRECT COST			**$51.60**	**$ 25,800**

PROJECT:	**ROLLING HILLS DEMO**	RHWCC JOB NO.:	**17-30**
LOCATION:	**CITY OF ROLLING HILLS**	PREPARED BY:	
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JF**
DESCRIPTION:	**RENOVATION BASE ESTIMATE**	ESTIMATE DATE:	**11/18/21**
		RENOVATION BASE GSF:	**500**
		RENOVATION ADJUSTED GSF:	**500**

REV 1

ORDER OF MAGNITUDE COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	PRORATES				
	GENERAL CONDITIONS	**8.0%**			**2,064**
	DESIGN CONTINGENCY	**10.0%**			**2,580**
	ESCALATION	**2.0%**			**516**
	SUBTOTAL			**$61.92**	**$ 30,960**
	CONTRACTOR BURDENS				
	BONDS	**1.2%**			**372**
	OVERHEAD AND PROFIT	**8.0%**			**2,477**
	RENOVATION AREA - TOTAL PROJECT COSTS			**$67.62**	**$ 33,808**

PROJECT:	**ROLLING HILLS DEMO**	RHWCC JOB NO.:	**17-30**
LOCATION:	**CITY OF ROLLING HILLS**	PREPARED BY:	
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JF**
DESCRIPTION:	**RENOVATION BASE ESTIMATE**	ESTIMATE DATE:	**11/18/21**
		RENOVATION BASE GSF:	**500**
		RENOVATION ADJUSTED GSF:	**500**

REV 1

ORDER OF MAGNITUDE COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1.10	**GENERAL CONDITIONS**				
	SEE PRORATES ABOVE.			0.00	**-**
					-
	SUBTOTAL 1.10	**$0.00**	**SF**		**NONE**
2.10	**DEMOLITION**				
	DEMOLITION ITEMS				
	DEMO (E) WATERPROOFING	1	EA	4,000.00	**4,000**
	DEMO (E) SANDBLAST	1	EA	3,000.00	**3,000**
	HAUL & DISPOSAL FEES	1	LS	1,800.00	**1,800**
	NON-DEMO ITEMS				
	PROTECTION BOARD (ALLOWANCE)	1	EA	1,000.00	**1,000**
	SALVAGE (E) FENCE	1	EA	1,000.00	**1,000**
	SALVAGE (E) SHED DOOR	1	EA	500.00	**500**
					-
	SUBTOTAL 2.10	**$22.60**	**SF**		**11,300**

PROJECT:	**ROLLING HILLS DEMO**	RHWCC JOB NO.:	**17-30**
LOCATION:	**CITY OF ROLLING HILLS**	PREPARED BY:	
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JF**
DESCRIPTION:	**RENOVATION BASE ESTIMATE**	ESTIMATE DATE:	**11/18/21**
		RENOVATION BASE GSF:	**500**
		RENOVATION ADJUSTED GSF:	**500**

REV 1

ORDER OF MAGNITUDE COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
2.20	**SITEWORK**				
	SEE SITEWORK TAB			0.00	**-**
					-
	SUBTOTAL 2.20	**$0.00**	**SF**		**NONE**
2.30	**EXCAVATION**				
	AROUND SHED AND FENCING	1	EA	4,500.00	**4,500**
					-
	SUBTOTAL 2.30	**$9.00**	**SF**		**4,500**

PROJECT:	**ROLLING HILLS DEMO**	RHWCC JOB NO.:	**17-30**
LOCATION:	**CITY OF ROLLING HILLS**	PREPARED BY:	
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JF**
DESCRIPTION:	**RENOVATION BASE ESTIMATE**	ESTIMATE DATE:	**11/18/21**
		RENOVATION BASE GSF:	**500**
		RENOVATION ADJUSTED GSF:	**500**

REV 1

ORDER OF MAGNITUDE COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
16.10	**ELECTRICAL WORK**				
	SELECTIVE DEMOLITION				
	CONDUITS CAP TURN OFF POWER TURN ON POWER	1	GEN	4,000.00	**4,000**
	ELECTRICAL SELECTIVE DEMOLITION	1	EA	2,000.00	**2,000**
	EQUIPMENT CONNECTIONS				
	CAP GENERATOR	1	EA	2,000.00	**2,000**
	MISC. EQUIPMENT CONNECTIONS/SURVEY	1	LD	2,000.00	**2,000**

PROJECT:	**ROLLING HILLS DEMO**	RHWCC JOB NO.:	**17-30**
LOCATION:	**CITY OF ROLLING HILLS**	PREPARED BY:	
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JF**
DESCRIPTION:	**RENOVATION BASE ESTIMATE**	ESTIMATE DATE:	**11/18/21**
		RENOVATION BASE GSF:	**500**
		RENOVATION ADJUSTED GSF:	**500**

REV 1

ORDER OF MAGNITUDE COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	SUBTOTAL 16.10	**$20.00**	**SF**		**10,000**

PROJECT:	**ROLLING HILLS DEMO**	JOB NO.:	**17-30**
LOCATION:	**CITY OF ROLLING HILLS**	PREPARED BY:	
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**SITEWORK**	ESTIMATE DATE:	
		SITEWORK GSF:	**2,000**
		SITEWORK ADJUSTED GSF:	**2,000**

REV 1

ORDER OF MAGNITUDE COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
	SITEWORK SUMMARY				
2.28	**MISC. SITEWORK ITEMS**			2.10	**4,200**
	SITEWORK TOTAL DIRECT COST				**$ 4,200**
	PRORATES				
	GENERAL CONDITIONS	**8.0%**			**336**
	DESIGN CONTINGENCY	**10.0%**			**420**
	ESCALATION	**2.0%**			**84**
	SUBTOTAL			**$2.52**	**$ 5,040**
	CONTRACTOR BURDENS				
	BONDS	**1.2%**			**60**
	OVERHEAD AND PROFIT	**8.0%**			**403**
	SITEWORK - TOTAL PROJECT COSTS			**$2.75**	**$ 5,504**

PROJECT:	**ROLLING HILLS DEMO**	JOB NO.:	**17-30**
LOCATION:	**CITY OF ROLLING HILLS**	PREPARED BY:	
CLIENT:	**CITY OF ROLLING HILLS**	CHECKED BY:	**JFH**
DESCRIPTION:	**SITEWORK**	ESTIMATE DATE:	
		SITEWORK GSF:	**2,000**
		SITEWORK ADJUSTED GSF:	**2,000**

REV 1

ORDER OF MAGNITUDE COST ESTIMATE

ITEM #	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
2.28	**MISC. SITEWORK ITEMS** GRADE AROUND SHED	- 	LF	4,200.00	**4,200** **-**
	SUBTOTAL 2.28	**$2.10**	**SF**		**4,200**

Agenda Item No.: 9.B
Mtg. Date: 05/24/2021

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

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

SUBJECT: **REVIEW ASSESSMENT REPORT FROM PACIFIC ARCHITECTURE AND ENGINEERING, INC. AND CONSIDER OPTIONS TO REPLACE A NON-WORKING EMERGENCY STANDBY GENERATOR.**

DATE: **May 24, 2021**

BACKGROUND:

The current emergency standby generator is outdated and no longer functioning properly. Over the past few years City staff has enlisted several maintenance firms to service the existing generator. The existing emergency standby generator is at the end of its life cycle and the City is looking to replace the existing equipment with a new emergency standby generator. Repair activities for the current generator was presented to the City Council on October 26, 2020. Based on the information provided, the City Council directed staff to seek professional expertise to assist staff with unit replacement. At the January 11, 2021 City Council meeting, City Council approved an amended agreement with Pacific Architecture and Engineering Inc. to assess the existing standby generator for the City Hall campus, provide a report on their findings, and discuss options to replace the existing non-working standby generator.

The draft of the Standby Generator Assessment Report was delivered to the City on April 21, 2021. Pacific Architecture and Engineering, Inc. met with City staff on April 30, 2021 to review and discuss the report and findings. The Final Report was updated and submitted to the City on May 5, 2021 and City Staff presented to City Council on May 10, 2021.

In summary, The report identified the parameters and constraints for the replacement standby generator/system Based on review of the prior 12 months electric bills, determined the existing 75 kw could be replaced with an equivalent sized system that would sufficient for the current building loads (City Hall and Rolling Hills Community Association (RHCA) Building).

The existing structure housing the generator does not comply with current code requirements for clearances and has water intrusion with water collecting in the fuel moat with the potential infiltrate into the electrical system and cause damage. This building would need to be removed, replaced, or repaired for repurposing.

<u>The report provided 3 Options for consideration and an interim solution:</u>

Option 1a: Proposes a new 75 kw Diesel Generator, new code compliant structure, and possible new electrical components at an estimated total cost of $240,000. This option would replace the existing facilities in their entirety to comply with all current codes, and would require permitting through AQMD.

Option 1b: Proposes a new 75 kw Diesel Generator and possible new electrical components at an estimated total cost of $150,000. This option would place new generator outside and would comply with all current codes, and would require permitting through AQMD. The existing structure could be demolished or repurposed. Cost of removing the existing structure or repurposing (storage?) is not included in the cost estimate.

Option 2: Proposes a Solar PV System with backup battery/storage for use in an emergency at an estimated total cost of $225,000 (final cost dependent on the size of the PV system and backup storage/battery). No AQMD permits are required and the Solar PV system would reduce the amount of the electric bill for City Hall and the RHCA building.

Interim Solution: Implementation of any of the options stated above will take a minimum of 12 months to design, permit and construct. In the interim, the City could elect to lease a portable generator at a cost of approximately $1,900 per month. This interim solution would also require improvements to install a connection switch/disconnect for the portable generator to connect to the building electrical system. This improvement has an estimated cost of $20,000.

Proposed Immediate Actions:
The existing generator is not functional, it is recommended to remove this generator and either demolish/remove the existing building or fill in the fuel most to prevent the possibility of further water intrusion/collection and the potential for water intrusion into the electrical system.

DISCUSSION:
City Council raised numerous questions about the report during the May 10, 2021 meeting and moved to continue this item to a future meeting pending responses to questions raised. Pacific Architecture and Engineering Inc. provided responses to the list of questions generated. The questions and responses are included with this staff report.

FISCAL IMPACT:
The adopted budget for FY20-21 includes $20,000 for contractual services for repairs and maintenance to City Hall. Some of this budget can be used to address some of the costs that would be incurred for the Interim Solution and Immediate needs. The selected option for the long term solution would need to be budgeted for FY21-22.

RECOMMENDATION:
Staff recommends that the City Council revisit the Assessment Report, review the responses from Pacific Architecture and Engineering Inc. to questions City Council had and provide instructions to staff on options to replace the existing standby generator.

ATTACHMENTS:
2021-04-19 Rolling Hills Generator Report_REV_.pdf
2021.05.10 City Council FeedbackanswersJF.docx



The City of Rolling Hills City Hall Generator Assessment Report

2 Portuguese Bend Dr.
Rolling Hills, CA

April 19, 2021

Prepared by:

Pacific Architecture and Engineering Inc.

BACKGROUND:

The Engineering Team performed a site survey on April 2, 2021 of the existing generator at the City of Rolling Hills City Hall. It is assumed this generator serves two existing buildings located at 2 Portuguese Bend Drive in Rolling Hills, California. Record drawings for the current electrical system were not available, assessment is based on visual observation, as well as Southern California Edison (SCE) utility bills and limited as-builts. Subject to the visual limitations of such observation, the following are observations, recommendations, and options for the replacement of the generator.

SUMMARY:

The existing electrical service observed is 600A, 240/120V 3-Phase 4-Wire (delta "high leg"). According to the SCE utility, the maximum 12-month demand on the 600A service meter was 30 kW. The current generator is 75 kW and is non-operational. Electrical Engineer assumes that the generator shall only need to be provided for and connected to the 600A switchboard, as it appears that is how it is currently connected. This will need to be confirmed during design. A new generator of the same size will be sufficient for existing building loads per calculations based on the SCE utility bills. If additional loads are planned to be added in the future, a 75 kW generator will not be sufficient and must be increased to 250 kW to meet full switchboard load size. In this scenario, the Automatic Transfer Switch(ATS) would also need to be replaced. It will be assumed that the generator will not be upsized.

Conduit location is not verified, ground penetrating radar was recommended to verify connection to Community Building. Existing service connections to main switchboard and both buildings should be confirmed by an electrician tracing all feeder circuits.

The current building where the generator is housed does not meet current California Electrical Code clearance requirements and is undersized. Any replacement shall require a new structure. Water intrusion was observed at current structure, waterproofing membrane at Concrete Masonry Block(CMU) wall has failed and will require replacement. Water ponding was observed in fuel moat. Current conditions at switchboard do not meet clearance requirements per California Electrical Code may be resolved with the removal of the generator and new generator may be placed at a new location or solar panels are installed.

Three Options were considered:
Option 1: REPLACE GENERATOR (SAME SIZE)
Option 2: INSTALL SOLAR SYSTEM WITH SOLAR BACK UP BATTERY
ALTERNATE 1: FOR IMMEDIATE USE IN INTERIM: LEASE PORTABLE GENERATOR
ALERTANTE 2: FOR IMMEDIATE USE IN INTERIM: PURCHASE SMALLER GENERATOR

EXISITING ELECTRICAL SYSTEM:

According to the SCE utility bills received, there are two existing electrical services.

The existing electrical service observed is 600A of power rated for 240/120V 3-Phase 4-Wire (delta "high leg"). The service meter switchboard is in a small CMU structure in the parking lot that also houses the generator and ATS. The existing standby generator inside the structure is 75 kW (93.8 kVA) at 240/120V 3-Phase 4-Wire. A 400A ATS is located on the back interior wall of the structure adjacent to the main switchboard. It was not immediately clear how the power is currently fed into the switchboard from the utility, but Electrical Engineer observed an existing utility pole behind the structure.

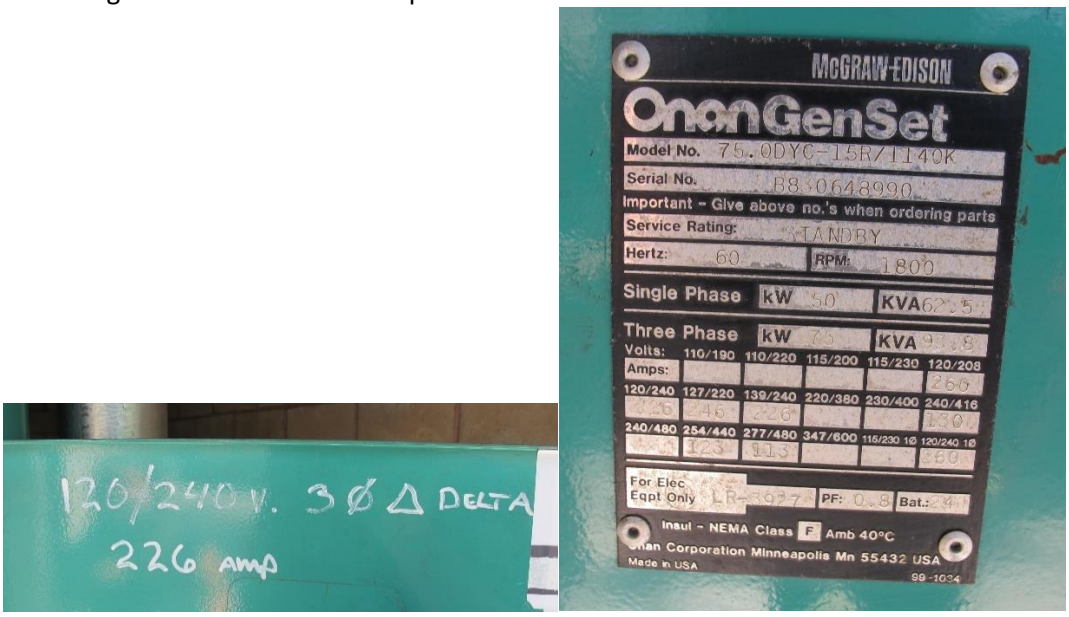


Structure that houses existing generator, utility switchboard/meter, and ATS with utility pole behind



Inside of structure viewing existing generator with switchboard and ATS behind (ATS not visible in photo)

The existing 75 kW standby generator is McGraw-Edison Onan GenSet model number 75.ODYC-15R/1140K. According to a service log located inside the generator, it was first serviced in November of 2010 and last serviced in July of 2019. Two service records from February and May of 2019 indicate "fuel line (still leaking)" and "unable to perform load bank test due to engine internal issues." The City stated that the generator has not been operational for some time.



Existing generator markings and nameplate

Per as-builts dated 11/18/1996, the existing structure is 20' by 11'-4" and contains a 4" fuel moat around the generator. Observed actual constructed conditions related to equipment placement was not as shown on as-builts.

The existing main switchboard was manufactured by Siemens, is rated for 600A, and is in a NEMA 3R rated enclosure. The nameplate on the switchboard indicates 208Y/120V 3-Phase 4-Wire, this label appears to be inconsistent, as ATS and generator are both labeled for 240/120 3-Phase 4-Wire. A handwritten note on the gear adjacent to the main breaker in the switchboard reads, "Gen set backs up entire main 600 amp." One of the exterior doors on the main switchboard is bent and difficult to open. Additionally, proper working clearance of at least three feet is not provided for main switchboard, and there is standing water in a fuel moat directly in front of the switchboard.

The main switchboard contains one 600A main breaker and six branch breakers labeled and rated as follows: "Lights Outlet" (20A, 1 pole, 1-Phase); "Block Heater" (30A, 1 pole, 1-Phase); "Outside Lighting" (100A, 2 pole, 1-Phase); "City Hall" (100A, 2 pole, 1-Phase); "AC City Hall" (100A, 3 pole, 3-Phase); "Assoc." (200A, 2 pole, 1-Phase).

While the Association building interior was not observed, it is assumed that this 600A main switchboard serves both the City Hall and Association buildings from meter SCE 259000-037969 (account number 3-013-8772-33). It has not been confirmed where the meter and service for SCE account 3-048-5137-00 are located or what they are serving. This will need to be confirmed when circuits are confirmed during design. This report has been prepared under the assumption that the generator shall only need to be provided for and connected to the 600A meter in this main

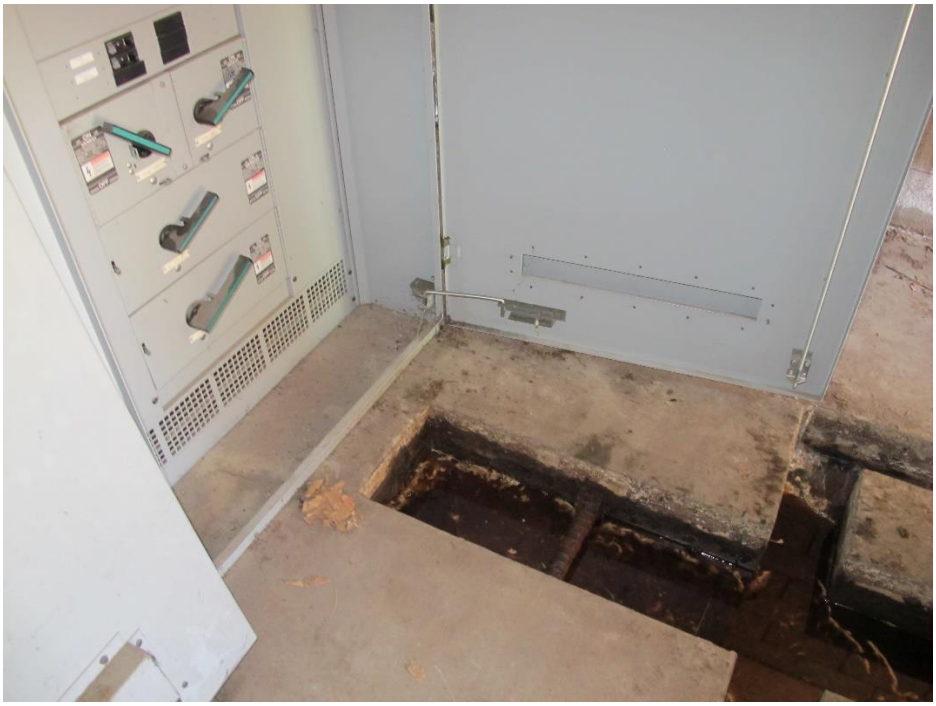
switchboard, as it appears that is how it is currently connected. Per the SCE bills received, the maximum 12-month demand on this meter was 30 kW. The maximum 12-month demand for the other, unknown (and not used here) account (3-048-5137-00) was 28.8 kW.



Existing main switchboard enclosure with bent door located behind generator



Main switchboard with doors open, SCE meter, main and branch breakers, and fuel moat



Main switchboard with doors open, branch breakers, fuel moat, and insufficient working clearance

The existing automatic transfer switch (ATS) for the generator is GE Zenith ZTG, 400A, 240/120V 3-Phase 4-Wire and is located to the right of the main switchboard.



Existing ATS on back interior wall of structure

Electrical Engineer assumes City Hall building has one branch panel – a 225A, 240/120V 1-Phase 3-Wire panel in an existing utility/storage closet. However, the breaker in the main switchboard labeled "City Hall" is only 100A, and an additional 100A breaker in the main switchboard is labeled "AC City Hall," although a branch panel for AC load connection was not observed at time of survey.

There is an additional 100A breaker labeled "service disconnect" at the exterior of the back door of the City Hall building. As-builts dated 9/8/66 that were received by Electrical Engineer indicate an

additional electrical room to the right of the back exterior door. However, City has stated to engineering team that the equipment at this location has been abandoned, further investigation is required to confirm this.



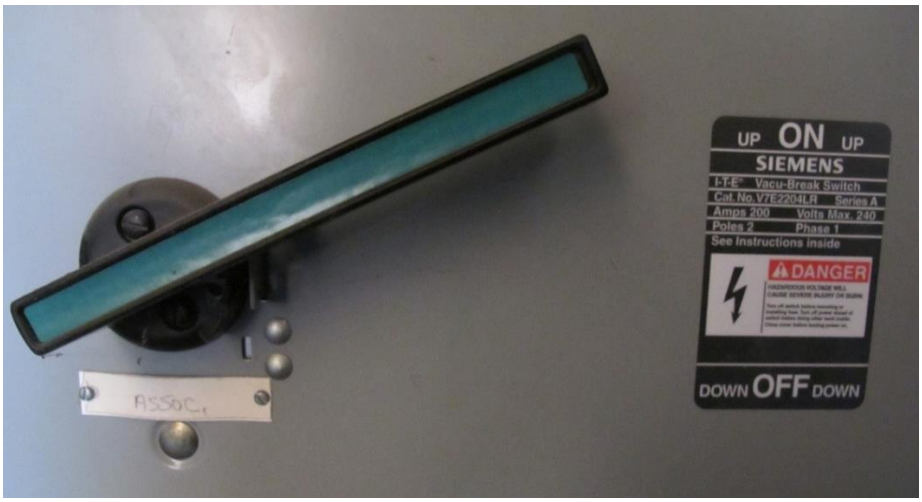
Existing City Hall branch panel exterior, interior, and nameplate



"City Hall" breaker in main switchboard

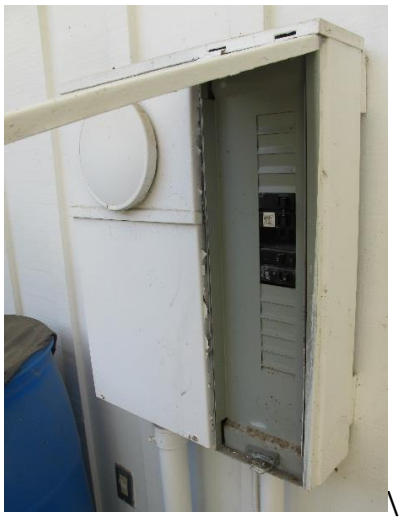


"AC City Hall" breaker in main switchboard



“Assoc.” breaker in main switchboard







Existing panel and breaker labeled “service disconnect” at back exterior of City Hall building

During the survey, Electrical engineer observed a large switchboard at the back exterior of the Community Association building. This switchboard is labeled “Instant Switchboard Model No. RMSP42-3SNW” and “RUG30W,” was most likely manufactured by Eaton, and is 400A, 240/120V 1-Phase 3-Wire in a NEMA 3R enclosure. It contains an empty meter socket with no cover and a 200A branch breaker labeled “community center load center (rest room),” along with several other smaller branch breakers. The smaller branch breakers were labeled with labels such as “AC,” “garage,” “sprinkler,” “tool room,” and “bath heater.”

It is not confirmed at the time of survey if this switchboard is operational and will need to be confirmed during design. It is assumed that it could be fed from the 200A breaker in the main switchboard shown above. However, an electrician would need to trace the circuit to make a final determination.



Switchboard behind Association building, interior breakers, abandoned meter socket

OPTIONS:

Option 1a: REPLACE 75kW GENERATOR, REPLACE GENERATOR BUILDING
COST OF GENERATOR $70,000
INSTALLATION $20,000
BUILDING AND ELECTRICAL IMPROVEMENTS: $150,000
TOTAL COST $240,000

Option 1b: REPLACE 75kW GENERATOR AT EXTERIOR WITHOUT BUILDING
COST OF GENERATOR $70,000
INSTALLATION: $20,000
REMOVAL OF GENERATOR AND BUILDING UPGRADES AT SWITCHBOARD: $50,000

LANDSCAPE SCREENING: $10,000
TOTAL COST: $150,000

1. Existing service connections to main switchboard and both buildings should be confirmed by an electrician tracing all feeder circuits. Electrician shall provide inclusive existing conditions single line diagram for both buildings and all pieces of equipment on property.
2. Current generator structure should be replaced to remedy water intrusion issues and clearance issues.
3. Main switchboard's bent door should be replaced, NEMA 3R rating shall be confirmed, and required clearances need to be met.
4. The main switchboard requires a new, larger structure to be built to ensure proper working clearances for main switchboard and ATS, as well as to maintain generator fuel moat outside of switchboard clearances. New structure must maintain proper exhaust and clearances for new generator.
5. A new generator of the same size will only be sufficient for existing building loads. If additional loads may be added in the future, a 75 kW generator will not be sufficient and must be increased per item 6 below to meet full switchboard load size.
6. Confirmation is required to determine if existing ATS is listed for use with new generator; otherwise, also provide a new ATS of equal size to correspond with new generator.
7. If there are new electrical loads planned, the new diesel generator replacement shall be 250 kW, 240/120 3-Phase 4-Wire. New generator may be required to be Tier 4 with sound and emissions mitigation for use near schools and residences. Generator may also be required to be provided with particulate filter(s) and noise cancellation devices and options, shall be South Coast AQMD certified, and shall be from a manufacturer such as Cummins, Caterpillar, Kohler, or equal.
8. For item 7 above, contractor shall provide new ATS rated for 600A, 240/120 3-Phase 4-Wire. New ATS shall be listed for use with new generator.
9. Also required is a double wall belly tank system.
10. Environmental Impact: The generator utilizes fossil fuels and creates noise when in use in proximity to residences and school.
11. These costs assumes only the generator is non-functional.

Option 2: INSTALL SOLAR SYSTEM WITH SOLAR BACK UP BATTERY
COST: $225,000

1. Install Solar PV system (panels, inverters, storage battery cabinets) as an alternate back up power source. Battery backup of 5kW, upgrade of battery back up of 25kW, and 50kW may be added at any time in the future. A new Solar PV system of 75 kW will only be sufficient for existing building loads. If additional loads may be added in the future, a 75 kW generator will not be sufficient and must be increased to meet full switchboard load size.

Solar Panel will offset daily peaktime energy use with a reduction in the electric bill. Consider reducing emergency load by limiting what is powered during an event.(Such as refrigerators)

2. Environmental benefits include removing the use of fossil fuels from the facility. Solar Power is a clean renewable power source.
3. The Solar Power option provides continuous daily use in comparison to generator which would sit idle for long periods of time, at risk of corrosion and failure. This means the solar panel would provide power on a daily basis and reduce peak load and reduce the electric bill.
4. There may be tax credits and rebates but is not significant.
5. Cost could be reduced by reducing required loads during an event.

ALTERNATE 1: PORTABLE GENERATOR FOR IMMEDIATE USE IN INTERIM
LEASE for 75KW: $1,890 PER MONTH
COST FOR CONNECTION: $20,000

1. Standby power in the form of a portable generator.
2. There is the option to rent at time of a blackout event when a generator is needed, however if there is a large blackout event a generator to lease may not be available due to demand.
3. The portable generator would need to be placed in a visible area and may not be placed in the existing building due to ventilation and clearance requirements not being met.
4. Also required: New portable generator connection switch/disconnect located in the parking lot for temporary generator. Temporary generator shall be same capacity as permanent one with minimum fuel capacity to support at least 24 hours at full load.
5. There are AQMD requirements for renting or leasing, may only be used during imminent or actual blackouts, emissions may required to be reported.

ALTERNATE 1: SMALLER PORTABLE GENERATOR FOR IMMEDIATE USE IN INTERIM
PURCHASE: $2,000-$8,000(Battery capacity varies)

1. This option allows for the use of a small number of computer stations to plug into a standalone generator for computer use but does not allow use of the building systems such as air conditioning refrigerator, or building lighting. Lamps will need to be plugged into the generator for lighting during the evening hours. Plug in data low voltage connection will also need to be configured in case of an event.

FINAL SUMMARY AND RECOMMENDATION:
The cost to replace obsolete generator CMU building increases the cost of replacing the generator. Solar panels and battery backup should also be considered at similar cost while also providing daily energy savings. The existing CMU building is too small to house a new generator with current requirements for required California Electrical code clearance around equipment. Ventilation requirements are not met in the current structure per manufacturer's recommendations and further increases costs. If the City finds it acceptable that the generator is visible, it may be placed on the exterior without the cost of a new CMU building with landscape screening.

May 10, 2021 City Council Meeting

Emergency Standby Generator Assessment Report – Questions and Comments

1. Clarify the 30 kw demand stated in summary
    a. Clarified at meeting demand is 30 + 28.8 kw (RHCA Building) for a total demand of 58-59 kw
2. Confirm what size Battery was included in Solar Option Cost Estimate (5 kw?)

    Yes –14 or 16kwh battery – it would power phone network lifesafety
    a. What is the cost if battery capacity be sized to supply 24 hours of power?

        During the day the solar produces power so the battery would supply at night so this battery should be 24 hours. The battery can be cycled. Battery can be used at peaktime. The battery likes to be used everyday it extends the life of the battery. Sell battery power or use it to power building. So the generator sits there costing money while the solar produces power
    b. What is the life expectancy for storage batteries (One council member stated is was 5-10 years, which means 6 years)

        10 year warranty
3. What size Solar panel system is included in cost estimate and what reduction in electrical bill could be expected/estimated?

    The solar panel rebate will be $4k
    Electric use(and bill) will be reduced by 95%, the solar panels can power both buildings. See Table below.
    Solar panel cost - $120k
    Battery Cost $40k
    Other costs - reroofing, engineering

				Monthly Average		Energy
Rolling Hills	Monthly Average Usage			Solar Production		Savings
Account 3714	3/1/2020	2960	3/1/2020	3817		128.95%
Meter #	4/1/2020	2376	4/1/2020	4285		180.35%
259000-037969	5/1/2020	3781	5/1/2020	4921		130.15%
	6/1/2020	5169	6/1/2020	4772		92.32%
	7/1/2020	5833.00	7/1/2020	4966		85.14%
	8/1/2020	6992	8/1/2020	4822		68.96%
	9/1/2020	6946	9/1/2020	3960		57.01%
	10/1/2020	6144	10/1/2020	3241		52.75%
	11/1/2020	3671	11/1/2020	2659		72.43%
	12/1/2020	3443	12/1/2020	2291		66.54%
	1/1/2021	3390	1/1/2021	2508		73.98%
	2/1/2021	3587	2/1/2021	2733		76.19%
		54292		44975	Ave Savings	90.40%
					Daily Usage	148.75
					Solar System	29.75
				Solar System Size that fits		28.472
				Solar System Reduction		95.71%

				Monthly Average		Energy
Rolling Hills	Monthly Average Usage			Solar Production		Savings
Account 9925	3/1/2020	1181	3/1/2020	986		83.49%
Meter#	4/1/2020	952	4/1/2020	1107		116.28%
259000-040125	5/1/2020	984	5/1/2020	1271		129.17%
	6/1/2020	879	6/1/2020	1233		140.27%
	7/1/2020	1146	7/1/2020	1283		111.95%
	8/1/2020	1061	8/1/2020	1246		117.44%
	9/1/2020	1199	9/1/2020	1023		85.32%
	10/1/2020	1175	10/1/2020	837		71.23%
	11/1/2020	1183	11/1/2020	687		58.07%
	12/1/2020	1364	12/1/2020	592		43.40%
	1/1/2021	1298	1/1/2021	648		49.92%
	2/1/2021	1244	2/1/2021	706		56.75%
		13666		11619	Ave Savings	88.61%
					Daily Usage	37.44
					Solar System	7.36
				Solar System Size that fits		7.36
				Solar System Reduction		100.04%

a. What is the life expectancy for Solar Panels?

   25 year warranty

4. Will the existing trees around the buildings impact the Solar option or will they need to be removed

   No, we took a preliminary look and stayed away from trees but some might need to be cut back a little but they don't need to be removed. We examined this.

5. What is the expected life span of solar panels?

   25 year warranty

6. What impact would a fire (smoke) have on the solar option efficiency?

Less production because of smoke but they still are functional

7. What is included in the $10k cost estimate for landscaping around the generator? (One council member stated, landscaping would $300, and made them question the rest of the cost estimates).

   This is not only landscaping, but the concrete pad, fencing, landscaping, installation of conduit and AQMD permitting.

8. Any recommendations on Grant Programs for Solar Panels.

   See response to Question No. 3 on estimated solar panel rebate

9. Confirm the cost of a 75 kw Diesel generator. A 60 kw gas generator runs about $20k, is $70k an accurate estimate for the 75 kw diesel generator? If yes, why does the slightly larger diesel generator cost so much more?

   The cost is about the same for both size generators, $20k is installation only. The cost of both generators is approximately $70k. This price is from the manufacturer directly. The lease is $1,890 per month on a $70k generator.

10. Are Diesel Generators required to be Tier 4? Can a Diesel Generator operate at less than a Tier 4?

    Yes this is possible, AQMD specialist would confirm this during design.

11. If the generator is outdoors, are there any long term impacts to the generator
    a. Clarified at meeting these generators are designed to operate in an outdoor environment. Housing is for esthetic purposes

12. Are there any legal requirements/restraints (such as the school across the street) that would require special conditions/AQMD permitting?

    Yes notifications are required per AQMD, and the AQMD permitting specialist would guide this process.

13. The report references several unknowns. Do the cost estimates for each of the options take into consideration the unknowns or would these unknowns be additional costs? If not, can range of costs be estimated? City wants to understand the total repair costs.

    Any unknowns that are revealed with further investigations would be added to the cost during the design process.

14. Confirming the new ATS cost is included in all the options?

    No it is not as it is not confirmed a new ATS is needed.

15. What improvements/work would be required regardless of the option selected?

    Recommend removal of generator, fill in moat and fix water intrusion.

16. What are rules for Cities regarding emergency standby generators? Do they have to abide by all the permitting requirements (assume yes)?

    Yes absolutely.

17. What are the interim costs to remove the existing generator and fill in the fuel most?

    We estimate $10k

18. If the interim option is moved forward, does the $20k cost for connection reduce the total cost for the other options or is this cost just for the interim solution?

    It is an interim solution and does not reduce the costs of any of the options.

Agenda Item No.: 8.H
Mtg. Date: 02/27/2023

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: **CONSIDER AND APPROVE THE PLANNED EXPENDITURES FOR FISCAL YEAR 2023-2024 SAFE, CLEAN WATER (MEASURE W) MUNICIPAL PROGRAM FUNDS FOR SUBMISSION TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

DATE: **February 27, 2023**

BACKGROUND:
In 2018, Los Angeles County voters approved Measure W (Safe Clean Water Municipal Program Funds), a tax measure that is estimated to raise about $280 million annually for storm water projects that build up the county's water self-sufficiency. Funding is provided through a parcel tax of 2.5 cents per square foot of impermeable land area (building, concrete, etc.). The measure provides cities, watershed areas, and Los Angeles County with the funds to capture, treat, and recycle storm water. The City Council has been involved in the planning efforts and has approved the plans for how these funds have been and will be utilized to advance the goals of the enabling legislation tied to Measure W.

DISCUSSION:
The LA County Flood Control District administers the program, distributes funds, provides staff support and oversees capacity building programs. Cities receive funding through the Municipal Program proportional to the revenues generated within its boundaries. The funds provide local agencies the opportunity to identify programs that will best address its stormwater and urban runoff. The funding can be used for eligible activities such as project development, design, construction, effectiveness monitoring, operations and maintenance, as well as for other programs and studies related to protecting and improving water quality in lakes, rivers and ocean. To receive funds, cities must submit their Safe Clean Water Municipal Program annually for review and approval.

It is projected that the City will receive approximately $100,000 during FY2023/2024 in Municipal Program Funds. The City must spend at least 70% of its Municipal Program Funds on eligible expenses related to new projects or programs. Up to 30% of a City's Municipal Program Funds may be used to pay for eligible costs and expenses related to the continuation of programs. Twenty percent (20%) of the City's projected Municipal Program Funds will be

set aside in case revenues are lower than anticipated. Program funds are allocated as described in the attached expenditure budget.

FISCAL IMPACT:
The City will receive approximately $100,000 during Fiscal Year 2023-2024 in Municipal Program Funds.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230227_CC_2023-24_SCW_Expenditure_Budget(FinalDraft).pdf

PLANNED EXPENDITURES FOR FY23-24 SAFE CLEAN WATER (SCW or Measure W) MUNICIPAL PROGRAM FUNDS

	Description	Estimated actual cost for Line Item	SCW Expenditures for Ongoing Programs - up to 30% of expenditures	SCW Expenditures for New Projects or Programs - at least 70% of expenditures	Source	Explanation
1	Coordinated Integrated Monitoring Program (CIMP) and TMDL Monitoring	$ 47,170.42	$ 27,785.68		CIMP MOU 2nd Amendment FY23-24 cost share per November 2021 Cost Share revision	This is an ongoing effort implemented prior to adoption of Measure W by the voters in November 2018 and is limited to a maximum of 30% of SCW expenditures per fiscal year. Allowable expenditure is calculated by applying the 30:70 (ongoing vs new effort) ratio against total expenditures in the 70% new effort column.
2	Sepulveda Canyon Monitoring Study	$ 11,933.25		$ 11,933.25	Detailed FY2324 Cost Estimate from NV5 for 12 months of NV5 Task 1 (Project Management & Coord) plus NV5 Task 3 labor & ODCs.	Required by LA Water Board in 2022 as a condition of WMP approval. This is a new requirement and therefore falls in the 70% new effort category.
3	SCW Municipal Program Planning and Reporting (incl. 3-yr audit)	$ 11,400.00		$ 11,400.00	Estimated costs for consultant assistance with SCW planning and reporting based on budget for FY2022-23 (McGowan Task 2.2). Also includes estimate for cost of 3-yr independent audit ($3K).	Eligible in the 70% category as a new effort since it is required by the SCW program. City must obtain an independent audit to assess compliance with terms and conditions of SCW Transfer Agreement and Municipal requirements applicable in Chapters 16 and 18 of the LA County Flood Control District Code. Independent audit of municipal SCW program payments is required every three (3) years and are funded with Municipal Program funds. Audits must be filed for posting on SCW program website.
4	Enhanced Sediment-Borne Pollutant Source Control	$ 6,000.00		$ 6,000.00	10% of contract code enforcement during FY2023-24	Effort to address storm-borne sediment pollutants from insufficiently controlled construction sites and potential wild fires through enforcement of brush/vegetation control ordinance.
5	Expanded Low Impact Development Standards	$ 5,000.00		$ 5,000.00	Allowance for consulting assistance for developing outreach materials or revising LID developer guide (McGowan Task 4.3).	Expansion of LID beyond baseline requirements in the MS4 Permit is a new effort to support the City's retention of the 85%, 24-hr storm runoff. Revision of the Developer Guide to address revised LID requirements as per the 2021 Regional MS4 Permit is a new effort.
6	Development & Implementation of Community Outreach/Engagement	$ 7,700.00		$ 7,700.00	McGowan Task 2.1 and 8.2 plus ODCs for website hosting and graphic design	Effort to develop new materials and methods for and tracking of dissemination of outreach materials and engagement as required by Regional MS4 Permit.
7	Watershed Progress Reports	$ 2,000.00		$ 2,000.00	Estimated based on McGowan Task 8.1 budget for FY2022-23	City's consulting costs for the Peninsula Watershed semi-annual reports are a new effort under the 2021 Regional MS4 Permit.
8	Wildfire Prevention Measures	$ 20,800.00		$ 20,800.00	Planned expenditure for 2023 for PVPLC 3rd Maintenance Payment from Phase 2 as shown in 7/12/2021 Staff Report agenda item 5.C.	Wildfire prevention also prevents post-fire stormwater pollution from multiple pollutants mobilized by fire and subsequent storms. These include targeted TMDL pollutants: nitrogen, phosphorus, metals, legacy pesticides, and sediment/debris flows.
	Planned Expenditures		**$ 27,785.68**	**$ 64,833.25**	**$ 92,618.93**	Check: total planned expenditures are less than funds available to spend in FY2023-24.

Agenda Item No.: 12.A
Mtg. Date: 02/27/2023

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: **CONSIDER REPAIR OPTIONS PROPOSED BY EC CONSTRUCTION TO ADDRESS SINKHOLE NEAR 1 MIDDLERIDGE LANE SOUTH AND PROVIDE DIRECTION TO STAFF**

DATE: **February 27, 2023**

BACKGROUND:
The December 2021 rain storms caused three sinkholes on Middleridge Lane, North and South. Working with the Los Angeles County Department of Public Works 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. That project was officially accepted as completed during the December 13, 2022 City Council meeting.

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. Onward Engineering provided an Observation Report based on their inspection and recommended to engage its engineering group to develop repair measures for the City.

On January 23, 2023, the City Council directed staff to have EC Construction 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.

DISCUSSION:
At the February 13, 2023 City Council meeting staff presented the following:

1. EC Construction's proposal to install 40 feet of new Corrugated Metal Pipe (CMP) to address the newly developed sinkhole as done for the previous three emergency jobs for $33,600.
2. EC Construction's recommendation for lining the existing 600 linear feet of CMP with Cured In Place Pipe (CIPP) for $215,000 in addition to $9,295 (plus 25% markup on materials) per day to fill bottom void of existing CMP Pipe with slurry and sandbags thereby creating a stable base in preparation for lining.
3. A Resolution declaring an emergency and necessitating emergency work and a budget amendment Resolution for approval to move forward with immediate repair of the Middleridge storm drain and sinkholes that developed in January, 2023.
4. Onward Engineering's completed preliminary research and proposal, which aligned with the above lining recommendation from EC Construction and their costs to date of $1,690 in preparation of the proposal are as follows.

The City Council directed staff to invite EC Construction and their subcontractor Sancon to attend the February 27, 2023 meeting to answer questions on the CIPP proposal.

FISCAL IMPACT:
The repair to the storm drain line system is an unexpected expense. If the City Council directs staff to proceed with one of the repair options proposed by EC Construction, the cost of the selected repair option would need to be funded using the General Fund Reserve.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:
PW_DRA_230207_MiddleridgeLnSystem_ECC_Estimate_Lining_A.pdf
PW_DRA_230201_1MiddleridgeLnS_Sinkhole_ECC_Estimate_CMP.pdf

BID PROPOSAL AND CONTRACT

2213 CHICO AVE./SO. EL MONTE, CA 91733
Phone: (626) 444-9596 Fax: (626) 444-3077
California Contractors License #366814

DATE: 2/7/2023

TO City of Rolling Hills 2 Portuguese Bend Rd Rolling Hills, CA 90274	**JOB ADDRESS** 1 Middleridge Lane S

We agree to furnish all labor, materials, equipment and supervision necessary to complete the following:

STORM DRAIN LINING

1. Fill bottom void of existing CMP Pipe with slurry and sandbags to create stable base in preparation for lining.

COST….$9,295.00 plus 25% markup on materials per day. Estimated 3-6 days.

1. Install Sancon CIPP Liner to existing CMP pipe, approx. 600LF

COST…..$215,000.00

This proposal includes traffic control, confined space entry procedures, pipe invert repairs and cleaning of existing pipe, pre video of pipeline, installing CIPP liner, reconnection of active laterals, final video inspection, and restoration of trail areas disturbed for entry and exit areas for lining work.

Exclusions: permits, inspection fees, SWPPP plan, engineering, survey, relocation of underground utilities, night or weekend work, concrete, and striping.

The above described work will be performed in a workman like manner and in accordance with standard practices.
TERMS: Unless credit arrangements have been made, in writing, in advance, the invoice for the work described herein is due and payable on presentation. 1 ½ % per month will be charged on a daily basis on all accounts or portions thereof not paid within 10 days of the date of the invoice. Customer agrees to pay reasonable attorney fees and collection costs incurred by E.C. Construction Co. for the collection of both principal and interest due to customer's failure to pay per this agreement.
Unless otherwise specified, if this proposal is not accepted within_____30_____days from bid date, we reserve the right of cancellation.

APPROVE AND ACCEPTED

_____

Date_____20___

Respectfully Submitted,

E.C. CONSTRUCTION CO.

By_____

BID PROPOSAL AND CONTRACT

2213 CHICO AVE./SO. EL MONTE, CA 91733
Phone: (626) 444-9596 Fax: (626) 444-3077
California Contractors License #366814

DATE: 2/1/2023

TO City of Rolling Hills
2 Portuguese Bend Rd
Rolling Hills, CA 90274

JOB ADDRESS

1 Middleridge Lane S

We agree to furnish all labor, materials, equipment and supervision necessary to complete the following:

STORM DRAIN REPAIR

1. Excavate all wet soil at 2 sink hole areas.
2. Remove approx. 40 LF of 24" CMP Pipe.
3. Install approx. 40 LF of new 24" CMP, connecting to existing CMP pipe.
4. Backfill with 1 sack slurry around new pipe and 1' over new pipe.
5. Backfill and compact remaining depth with clean dirt.
6. Repair asphalt edge at trail where sink holes occurred.

COST……$33,600.00

Exclusions: permits, inspection fees, SWPPP plan, engineering, survey, relocation of underground utilities, night or weekend work, concrete, slurry, and striping.

The above described work will be performed in a workman like manner and in accordance with standard practices.
TERMS: Unless credit arrangements have been made, in writing, in advance, the invoice for the work described herein is due and payable on presentation. 1 ½ % per month will be charged on a daily basis on all accounts or portions thereof not paid within 10 days of the date of the invoice. Customer agrees to pay reasonable attorney fees and collection costs incurred by E.C. Construction Co. for the collection of both principal and interest due to customer's failure to pay per this agreement.
Unless otherwise specified, if this proposal is not accepted within_____30_____days from bid date, we reserve the right of cancellation.

APPROVE AND ACCEPTED

_____

Date_____20___

Respectfully Submitted,

E.C. CONSTRUCTION CO.

By_____

Agenda Item No.: 12.B
Mtg. Date: 02/27/2023

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 ON THE REPLACEMENT OF THE THREE RAIL FENCE, LOCATED ADJACENT TO PORTUGUESE BEND ROAD NEAR THE MAIN GATE AND FUTURE CAMPUS LANDSCAPING PLAN**

DATE: **February 27, 2023**

BACKGROUND:
At the August 22, 2022 City Council Meeting, representatives from the Women's Club Beautification Committee spoke during public comment regarding the roses and fencing along Portuguese Bend Rd at the City Hall Campus. Mayor Black requested that an agenda item be brought forth at the next meeting.

At the September 12, 2022 City Council meeting, the Council directed staff to have discussions with the Rolling Hills Community Association (RHCA) regarding the timing of the fence removal, create an RFP for replacement with vinyl fencing, and bring back the RFP at the next meeting for council approval.

The 3-rail fence was removed the week of September 12th by the RHCA per previous staff requests prior to the meeting. City staff was also in the process of a Landscaping Maintenance RFP and awaiting responses. Staff believed it would be prudent to finalize the Landscaping RFP process and interviews since concerns were expressed over the plantings and irrigation in the same area which inadvertently led to the rotting of the wood fencing.

At the October 24, 2022 City Council meeting, staff made a recommendation for a new Landscaping Maintenance partner, who discussed in detail during an interview the following concerns that should be considered:

- Outdated irrigation system with incorrect nozzles/spray heads for the pathway adjacent vegetation that contributed to the fence deterioration.
- Improper rose bush maintenance over the years has led to a scenario where they had grown too tall, outlived their useful life span and required replacement and subsequent proper maintenance.
- Staff had observed the use of the pathway in the previous month and anecdotally seen

no issues with equestrian or pedestrian passage which was a stated concern for replacing the fencing.

Staff recommended taking more time to evaluate the need for a fence replacement and instead explore the more pressing need for the campus existing irrigation system upgrades and subsequent update of the plant palette along Portuguese Bend Road. Once staff had a new landscape provider, it would work collaboratively with them and bring back recommendations to the Council. The City Council voted to receive and file with City Council comments made that evening to be taken into consideration by staff. Council comments included consideration of ongoing costs of roses, what could be planted aside from roses, the idea of considering landscaping after a new fence was installed, and the need to make decisions that would avoid future unfunded expenses.

At the November 14, 2022 City Council meeting, Bennett Landscaping was selected as the service provider for the City Hall Campus. The service agreement was fully executed in January, 2023.

DISCUSSION:
At the February 13, 2023 City Council meeting, members of the Women's Club Beautification Committee spoke during Public Comment on Non-Agenda items and expressed their continued interest in replacing the 3-rail fence and use of white climbing roses as part of the forthcoming new landscape design. Mayor Wilson requested that this item be agendized for the next meeting.

The City Council also approved Item 8.H which included a proposal from Bennett Landscaping to provide Landscape Design Services with Ric Dykzeul functioning as the consultant and a focus on drought tolerant landscape plants. Staff will be working with Bennett Landscaping and Mr. Dykzeul specific to a new Campus Landscape Design, but at this time does not have further input.

FISCAL IMPACT:
None.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:

Agenda Item No.: 13.A
Mtg. Date: 02/27/2023

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 AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH CBE OFFICE SOLUTIONS FOR A UNITED STATES POSTAL SERVICE COMPLIANT PITNEY BOWES SENDPRO C-AUTO 95 POSTAGE MACHINE; APPROVE AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CBE OFFICE SOLUTIONS TO PURCHASE A DIGITAL COLOR SYSTEM (COPIER / PRINTER / SCANNER) AND SIGN A MAINTENANCE SERVICE AGREEMENT**

DATE: **February 27, 2023**

BACKGROUND:
City staff relies on a multifunction printer/copier/scanner to perform necessary tasks for all departments on a daily basis. This includes high-volume and time-consuming projects like agenda preparation, newsletters, records management and more. Staff also uses a postage machine regularly for all packages and mail, but more importantly for newsletter and public notice distribution.

DISCUSSION:
Multifunction Digital Color System

In June 2013, the City purchased a Konica Minolta 754 multifunction black and white printer for $10,549.17. That system was replaced in September, 2018 with the current Konica Minolta Bizhub C759 for another purchase of $10,947.19. The current maintenance agreement will expire in October of 2023 and has a cost per copy basis of $0.0058 per B/W copy and $0.043 per Color copy.

Last year, staff considered outsourcing newsletter production as a way to potentially create internal efficiencies and cost savings. After research and estimated quotes, the expense was determined to not meet the city's budgetary goals or allow for the flexibility to handle

immediate workflow needs. Staff currently has a complicated multi-step process for creating and producing the Blue Newsletter which includes the use of an external folding machine with its own performance issues. As a result, staff has been working with one of our preferred vendors, CBE, on finding a solution that would be both economical, improve overall production, and ideally allow staff to focus on other pressing tasks and issues.

Due to high-volume and extensive use, the system requires more frequent maintenance to ensure production can continue. Recent monthly average volumes recorded have been 6,739 B/W and 10,458 Color or an expense of $509.67. The total amount of printed pages/copies since the printer came into service is 1,009,465. The total amount of scans used for records management and digitization of files in the same period is 101,094.

Staff recommends the purchase of a new Sharp BP-70C65 Digital Color System that includes an inline folding function. Many of the recent technological improvements would also assist in our future records management process for digitization, optical character recognition (OCR) and archiving of materials to our servers and/or Laserfiche system.

Staff negotiated both purchase and lease pricing as follows:

Pricing includes the system as configured in the attachments, installation/training/delivery, removal/disposal of the existing machine and a trade-in allowance of $1,000 with a sales order signed and submitted by March 3, 2023.

Purchase - $10,945 ($9,945 with trade-in) *not including tax*
63 Month Lease - $232.58 monthly ($14,652.54 over term / $13,652,54 with trade-in) *not including tax*

Staff also negotiated with CBE to match our current Maintenance and Supplies Agreement on a cost per copy basis. Whether purchased or leased, the service and maintenance agreement will cover labor, all replacement parts, toners, staples, all supplies (except paper) and repair service to keep the equipment tuned up and operating efficiently. Maintenance personnel will service the machine and replace any necessary parts and supplies when needed at no additional cost.

Staff believes it is most economical to, again, make a one-time purchase for the machine and realize a savings of $4,707.54 (including the trade-in allowance.)

Pitney Bowes Postage Equipment

The city's current 36-month lease contract for our postage machine expired in February 2022. Our current DM400C will be decertified by the USPS on December 31,2024. The unit is experiencing a variety of issues and damages mail pieces while also slowing down production.

The city continues to rely on the blue newsletter for communication with residents via the bi-weekly version as well as the special editions which provide more detailed and specific information about programs, policies and updates. While staff has grown our social media presence in the past year, more residents continue to rely on the newsletter. As a result, staff saw a 14% increase in postage costs during 2022 over 2021 and a 10% increase in the

number of mail pieces. The current equipment cost per month is $220.18 plus tax (postage costs not included.) Our postage costs in 2021 were $18,134 and $20,669 in 2022. While use of the machine saves the city money on postage due to the discounts offered by Pitney Bowes, it should be noted that USPS rates continue to rise each year.

Staff recommends the lease of a new Pitney Bowes Send Pro C-Auto 95 which is a comparable upgrade to our existing machine.

Staff negotiated lease pricing as follows:

FMV Lease, Equipment, Meter Rental and Maintenance included.

36 Month - Yr. 1: $189.71/mo Yrs. 2-3: $224.74/mo
48 Month - Yr. 1: $159.86/mo Yrs. 2-4: $193.89/mo
60 Month - Yr. 1: $142.30/mo Yrs. 2-5: $176.33/mo

Staff believes it is in the city's best interest to upgrade to a United States Postal Service compliant machine and most economical to continue leasing the machine but for a recommended term of 60 months.

The city will realize a monthly savings of $77.88 or $934.56 annually in Year 1 and a monthly savings of $43.85 or $526.20 annually in Years 2-5.

FISCAL IMPACT:
The FY22/23 Adopted Budget has available funds in 01-01-745 Equipment Leasing Costs to continue with a new lease agreement for the replacement postage machine's ongoing expenses.

The FY22/23 Adopted Budget has available funds in both 01-75-894 Computer Hardware Fund and 01-01-891 Records Management for the one-time purchase of the Multifunction Digital Color System and in in 01-01-745 Equipment Leasing Cost for the ongoing maintenance service agreement.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230227_CC_CBE_PitneyBowes_Proposal.pdf
CL_AGN_230227_CC_PitneyBowes_SendProC-Auto_USMI_Info.pdf
CL_AGN_230227_CC_CBE_Sharp_CopierUpgrade_Proposal.pdf
CL_AGN_230227_CC_SharpCDS_Info.pdf
CL_AGN_230227_CC_CBE_PitneyBowes_ServiceAgreement.pdf
CL_AGN_230227_CC_CBE_Sharp_CopierUpgrade_PurchaseServiceAgreement.pdf

OFFICE SOLUTIONS

pitney bowes
Business Partner

Proposal
Prepared for

THE CITY OF
ROLLING HILLS
CALIFORNIA

Presented by Chris Hoffie
And Joe Graziano

05/16/22
updated 8/18/22

Celebrating over 25 years of service to our customers...

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August 18, 2022

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Christian,

Thank you for the opportunity to partner with the City of Rolling Hills with your Pitney Bowes DM400C.

- The current agreement has come due, and the city is ready for an upgrade to new technology.
- The current DM400C is being decertified by the USPS Dec 31, 2024, as it is not compliant with the new USPS IMI Compliant requirements.
- The new SendPro C-Auto 95 is 100% USPS IMI Complaint.
- CBE is proposing the SendPro C-Auto 95. The SendPro C-Auto will improve performance by increasing the processing speed by over 20%, from 70 letters per minute, to 95 letters per minute.
- The SendPro C-Auto has a 7" Color Touch Screen compared to the 3-1/2 " LED user interface with buttons.
- Pitney Bowes is the leader in the mail solution industry, celebrated their 100th year in 2020, and is the only USA manufacturer in the industry.
- Pitney Bowes holds many exclusive patents including the feeding/separation process.
- All CBE technicians servicing the Pitney Bowes products are certified by Pitney Bowes.

In summary, our goal is to help you achieve your objectives. The proposed Pitney Bowes SendPro C-Auto 95 provides City of Rolling Hills with the top-of-the-line Pitney Bowes technology. Either Pitney Bowes model will improve productivity and is a great fit to compliment the mail workflow.

Sincerely,

Chris Hoffie

CBE Mail Technology Consultant

CBE OFFICE SOLUTIONS

pitney bowes Business Partner

THE CITY OF ROLLING HILLS CALIFORNIA

CURRENT SITUATION	
Equipment: Pitney Bowes DM400C Mailing Machine	
Equipment Lease: 36- Month-FMV Lease, Including Equipment, Meter Rental, and Service	$220.18 / mo
Current Agreement expired 02/2022	
5- Service calls since installation 4-General Cleaning and small part replacements 1- Connectivity, phone resolution	

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THE CITY OF ROLLING HILLS CALIFORNIA

POSTAGE SPEND HISTORY - 2021

Key Performance Metrics

Manage Key Metrics

All Spend	All # Pieces	All Average Cost	Mailing Spend	Shipping Spend	Refill Postage Refill
$18,134	33,761	$0.537	$18,134	$0	$18,500



Total Spend
$18,134.12

Total Products
1

Total Savings
$317.60

Total Pieces
33,761

Avg Piece Amount
$0.54

Avg Number of Pieces
92.5

Type(s) Carrier(s) Schedule Report Basic Advanced

Carrier	Base Amount	Extra Services Amount	Surcharges Amount	Total Amount	Piece Count	Avg Cost Per Pi
Totals	$17,418.280	$0.000	$0.000	$17,418.280	32,880	$0.530
USPS	$17,418.280	$0.000	$0.000	$17,418.280	32,880	$0.530
Zero Postage	$0.000	$0.000	$0.000	$0.000	43	$0.000
Priority Mail	$28.350	$0.000	$0.000	$28.350	3	$9.450
First-Class	$8,869.740	$0.000	$0.000	$8,869.740	16,391	$0.541
Keyed In Postage	$8,520.190	$0.000	$0.000	$8,520.190	16,443	$0.516

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THE CITY OF ROLLING HILLS CALIFORNIA

POSTAGE SPEND HISTORY – 2022 YTD

Key Performance Metrics

Manage Key Metrics

All Spend	All # Pieces	All Average Cost	Mailing Spend	Shipping Spend	Refill Postage Refill
$7,420	13,861	$0.535	$7,420	$0	$8,000
↓7.3%	↓4.7%	↓2.7%	↓7.3%		

Total Spend
$7,419.68 ↓7.3%

Total Products
2

Total Savings
$528.64 ↑468.4%

Total Pieces
13,861 ↓4.7%

Avg Piece Amount
$0.54 ↓2.7%

Avg Number of Pieces
99.0 ↓4.7%

Type(s) | Carrier(s) | Schedule Report | Basic | Advanced

Carrier	Base Amount	Extra Services Amount	Surcharges Amount	Total Amount	Piece Count	Avg Cost Per Pi
Totals	$7,419.680	$0.000	$0.000	$7,419.680	13,861	$0.535
USPS	$7,419.680	$0.000	$0.000	$7,419.680	13,861	$0.535
Zero Postage	$0.000	$0.000	$0.000	$0.000	4	$0.000
First-Class	$7,049.520	$0.000	$0.000	$7,049.520	13,216	$0.533
Priority Mail	$20.400	$0.000	$0.000	$20.400	2	$10.200
Keyed In Postage	$349.760	$0.000	$0.000	$349.760	639	$0.547

OFFICE SOLUTIONS

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Business Partner

Date	August 18, 2022
Valid Until	Sept 18, 2022

THE CITY OF ROLLING HILLS CALIFORNIA

Customer:

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Quote Description: Sourcewell State & Local FMV Lease

Pitney Bowes SendPro C-Auto 95
Process Mail up to 95 Letters per minute, 10-lb Scale, Standard Accounting up to 100 Accounts, Catch Tray exit

DESCRIPTION HIGHLIGHTS: Sourcewell State & Local FMV Lease	Lease Option
Pitney Bowes SendPro C-Auto 95 *Process Mail up to 95 Letters per minute, 10-lb Scale, Standard Accounting up to 100 Accounts, Catch Tray exit*	
36-Month FMV Lease, Equipment, Meter Rental, and Maintenance Included	Yrs. 1: $189.71 / mo Yr 2-3: $224.74 / mo
48-Month FMV Lease, Equipment, Meter Rental, and Maintenance Included	Yrs. 1: $159..86 / mo Yr 2-4: $193.89 / mo
60-Month FMV Lease, Equipment, Meter Rental, and Maintenance Included	Yrs. 1: $142.30 / mo Yr 2-5: $176.33 / mo
Includes Delivery, Installation, and Training	

Service Maintenance Agreement Includes:

- Parts & Labor



SENDPRO C-AUTO 95 DIGITAL MAILING SYSTEM

Mail with speed and ease.
Process mail batches up to 95 letters per minute and up to 5/16" thick, with the automatic mail feeder.

Calculate postage costs for different size envelopes.
Confidently pay the right amount on virtually every piece, every time.

Optimize efficiency by minimizing jams.
Smoothly feed your mail with our reverse separation technology to keep your operations on track.

Meet the latest USPS® IMI compliance rules.
Rest assured your SendPro C Auto will meet USPS guidelines.

Gain online access to ship the way you want.
Use SendPro® Online to print trackable shipping labels from any computer and easily compare rates with the Shipping Rate Selector.

Control at your fingertips.
Easily navigate the intuitive menu with the large, full-color 7" touchscreen.

Why Pitney Bowes ?

Industry leader, Patented Feeding System
Reverse Separation: Opposing rollers hold back all but the primary piece
Angle Deck Rollers: Rollers are angled against the back wall to ensure proper registration.
Nudger/Joggers: Left most set of rollers lightly bounce mail pieces eliminating static electricity sticking envelopes together.
Active Feed Rollers vs Standard Roller: Every feed deck roller is powered and has textured rubber for extra gripping. Some competitors do not power all rollers or textured rubber rollers.

CBE OFFICE SOLUTIONS

pitney bowes Business Partner

THE CITY OF ROLLING HILLS CALIFORNIA

SOLUTION BENEFITS REVIEW

- The Pitney Bowes SendPro C-Auto 95 increases processing speed by Over 20% over the current DM400.
- 60-Month Term saves $3,000 over the 60-month term.
- Pitney Bowes DM400 will be decertified by the USPS in Dec, 2024. The SendPro C-Auto 95 is 100% USPS IMI Compliant, beat the rush in making this transition.
- Enjoy the enhanced user interface with the 7" Color Touch Screen, no more buttons.
- Enjoy the technology benefits of working with the top manufacturer in the industry, while being supported by Southern California's premier office technology company, CBE Office Solutions.
- All Pitney Bowes mailing systems provide Pitney Bowe's patented feeding and separation technology:
  - **Reverse Separation**: Opposing rollers hold back all but the primary piece
  - **Angle Deck Rollers**: Rollers are angled against the back wall to ensure proper registration.
  - **Nudger/Jogger Rollers**: Left most set of rollers lightly bounce mail pieces eliminating static electricity sticking envelopes together.
  - **Active Feed Rollers vs Standard Roller**: Every feed deck roller is powered and has textured rubber for extra gripping. Some competitors do not power all rollers or textured rubber.
- SendPro Online allows access to the deepest USPS discounts on Priority Mail or Shipping, from a workstation, or as an option to add a label printer.
- Receive top of the line technology, and the benefit of working directly with a smaller, more reactive, local company like CBE for all support (customer service, technical service, supplies, billing, etc.)

THE CITY OF
ROLLING HILLS
CALIFORNIA

OFFICE SOLUTIONS

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Business Partner

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pitney bowes

Mailing

Postage Meters

100 years

SendPro® C Auto

Simplify your mailing process.

Handle batch mailing quickly and easily.

Processing a variety of mail, including letters, postcards and large envelopes, has never been easier with our auto-feed mailing solution.

- Process and seal mail batches up to 120 letters per minute, and up to 5/16" thick, with the automatic feeder.
- Smoothly feed your mail with our reverse separation technology.
- Apply postage to larger flats and letters easily with the included strip tape dispenser.
- Meet the latest USPS® IMI compliance rules.

Send large envelopes, Priority Mail® and packages with confidence.

- View USPS shipping rates, save up to 40% on Priority Mail and print labels with the optional printer.*
- Accurately weigh packages up to 15 pounds with the integrated digital scale.
- Use the built-in address verification feature to reduce costly address correction fees and improve your delivery success rate.
- Easily compare rates across multiple carriers—USPS®, UPS® and FedEx® and get pre-negotiated discounted carrier rates with the optional multicarrier subscription.

*As of January 26, 2020.



For more information, visit us online: pitneybowes.com

Streamline your mailing process with the highly efficient, easy-to-use SendPro® C Auto.







SendPro C Auto Specifications:

Power requirements	100-240 VAC, 50/60 Hz, 2.0A
Dimensions	Base: 32"L x 18"W x 13"H With side guide fully extended: 32" L x 24" W x 13"H With feeder cover in up position: 32"L x 18"W x 22"H With drop stacker fully extended: 48 ½" L x 18"W x 13"H
Weight	Without scale: 37 lbs , with MP 81 scale: 39.91 lbs
Mail feed	Automatic
Speed (letters per minute)	Standard: 95 LPM; Optional: 120 LPM
Display	7" color touchscreen
Scale	Optional 5, 10 or 15 lb integrated; Optional 30 or 70 lb. external
Strip tape dispenser	Included
Label printer	Optional
Shipping	Standard: USPS; Optional: Multicarrier
Accounts	Standard: 100; Optional: 500, 3000
USPS® IMI compliant	Included
Presort rate access	Included
SendPro Online subscription	Standard: USPS; Optional: Multicarrier
eRR	Optional
Barcode Scanner	Optional
AutoInk™	Included*

*Get automatic ink replenishments at savings of 20% off the retail price when you enroll in the AutoInk™ program. For more information on AutoInk, visit us online at pbi.bz/autoink.

Start saving today.
Visit us online at pitneybowes.com

pitney bowes

United States
3001 Summer Street
Stamford, CT 06926-0700

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recycleplease.org

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pitney bowes

Mailing
Sending Technology Solutions

USPS® IMI Compliance

Rest assured, Pitney Bowes has you covered.

Overview

What is IMI (Intelligent Mail Indicia)?

The IMI Indicia is the next generation of metered indicia technology designed to ensure all your metered mail meets the current USPS compliance guidelines. It provides the highest standard of integrity and security to ensure information is securely transmitted to and from postage evidencing systems (PES) making mail flow more efficiently. It captures real-time data with correct postage, down to Service Class and special fees.

Minimize the risk of incorrect postage and security issues due to outdated mailing equipment.

Pitney Bowes Sending Technology Solutions is committed to providing our customers with the finest products backed by the **highest quality of care and service**. If you currently use a non-IMI compliant device, consider switching to an IMI-compliant sending solution from Pitney Bowes. Please contact a Pitney Bowes Account Manager who can help transition you to one of our IMI-Compliant sending solutions, so you can be sure to meet all current and future USPS compliance guidelines.

When will USPS require non-IMI solutions to be removed from the market?

The USPS stated in its **final rule** all PES that are non-IMI compliant will become decertified on June 30, 2024 and must be withdrawn from service by December 31, 2024. In keeping with the June 30, 2024 decertification date and the December 31, 2024 withdrawal date, all providers must stop manufacturing and leasing non-IMI compliant PES for lease lengths extending beyond December 31, 2024.

Due to its enhanced data security features, the SendPro® P-Series/Connect+ is approved for use by the USPS through December 31, 2027.

Why did the USPS move to the IMI standard?

IMI compliant PES are updated automatically, so businesses pay the correct postage rates and utilize secure communication standards. These systems are compliant with the TLS1.2 communication security protocols standards, SSL/TLS cipher suites that use the SHA-256 hash algorithm instead of the SHA-1 function, which adds significant strength to the data integrity. Note: SendPro P-Series/Connect+ also uses TLS 1.2. The keys used to secure postage indicia are compliant with the latest FIPS standard (Federal Information Processing Standards).

The USPS requires IMI-compliant PES to connect to its servers every 72 hours. This ensures that the USPS receives frequent postage use information and systems are kept up to date with rate changes and software improvements. If a connection is not made every 72 hours, the system will be locked out. To do this, PES must have a constant internet connection via Wi-Fi or LAN line to avoid lockouts. Traditional analog phone services will soon be discontinued, and if you use a phone line to connect, you'll be unable to reach the servers, learn more **here**.

For more information, contact your local Pitney Bowes Representative.

IMI-Compliant Sending Solutions

These solutions meet USPS® requirements.



SendPro® Mailstation



SendPro C-Series



SendPro C Auto



SendPro P-Series / Connect+[1]



SendPro Online



SendPro Enterprise

For more information on our sending solutions, visit us online: pitneybowes.com

pitney bowes

United States
3001 Summer Street
Stamford, CT 06926-0700

[1] P-Series/Connect+ has been approved by USPS for use through December 31, 2027.

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OFFICE SOLUTIONS

THE CITY OF
ROLLING HILLS
CALIFORNIA

Account Analysis For:

City of Rolling Hills

(Revised: February 7, 2023)

Current Situation:

(1) Konica Minolta bizhub C759 Color Copier

- **Acquired October, 2018 via Purchase at $10,947.19 (including tax).**
- **Output Speed: 75 copies/prints per minute.**
- **Configuration includes Print, Scan, Copy, Multi-Position Stapling, 3 Hole Punch.**
- **It is supported with a Maintenance program on a cost per copy basis at the rates of $0.0058 per copy B/W and $0.043 Color.**
- **Recent monthly volumes recorded have been 6,739 B/W and 10, 458 Color, or an expense of $509.67 monthly.**

Desired Solution:

City of Rolling Hills would like to consider a possible copier replacement to assist in the processing of City resident mailout workflow. This would include an in-line "folding" function that would expedite the mailout process without the need of a much more expensive folding and envelope system or labor intensive manual folding.

Additional considerations include the following:

- **Will consider new only**

- Functionality to include copy, print, scan, stapling, Hole Punching and Multi - Folding Unit
- Estimated Volume: approximately 15-17,000 per month.
- Acquisition Method: Will consider Purchase as well as 60 Month Lease basis.

(Proposed Solution)

Proposed: Sharp BP-70C65 Digital Color System

Outstanding Features: 65 copies/prints per minute

* Functionality: Copy, Print, Scan, Finishing/Stapling, Hole Punch and Internal Folding Unit.
* 300 Sheet Two-Sided, Single Pass Document Feeder – perfect for Archiving!
* Paper Capacity: 2,300 sheets – four (4) trays plus ByPass
  Maximum Output – 12 x 18"
  Up to 300 GSM
* Auto Document Feeder with Single Pass, Duplex Scanning
* Optical Character Recognition (OCR)
* Pantone Color Matching System for Exceptional Color.
* Retractable Keypad for easy E-Mail addressing.
* Soft close drawers – convenience with less wear and tear.
* Multi - Folding Unit: Half Fold
  Z – Fold
  C – Fold
  Accordion Fold

Pricing

As requested, pricing will be based on a Purchase as well as 60 Month Lease basis for your review and consideration.

Model / Item	Purchase	63 Month Lease
Sharp BP-70C65 Digital Color System	$10,945.00	$232.58 per month

Pricing includes the following:

- BP-70C65 Mainframe as configured
- Installation/Training/Delivery
- Removal/Disposal of old machine (if desired)
- **Trade-In Allowance** – A Trade-In Allowance of $1,000.00 has been Approved with a sales order signed and submitted *by March 3, 2023.*

Maintenance and Supplies: All Service (parts, labor, travel) as well as Supplies (toner, developer, drum, excluding paper, staples) are included in CBE's Premium Maintenance Program on a Cost Per Copy basis at the rates of $0.0058 per copy Black/White and $0.043 per copy Color. Service billing will can be on a Quarterly or monthly basis and in arrears. This is a Zero-Based program with no minimums for maximum efficiency.

63 Month Lease – requires no security deposit or payments in advance (upon approved credit) and has a Fair Market Value (FMV) Buyout option at the end. Applicable taxes are not included in the above figures.

Benefits: The CBE Solution

- Greater Functionality to minimize manual intervention.
- In-line, auto folding of resident mailouts, newsletters and announcements improves productivity with minimal labor required.
- Sharp's Color Consistency System using Pantone's Color matching for exceptional color output.
- Retractable Keyboard for easy Scan-to-E-Mail addressing as well as File naming at the copier.
- *CBE's Award-Winning Service* response and support. CBE's A+ rating from Better Business Bureau (BBB) is a testament to our "Customer First" approach to Customer Satisfaction.
- *CBE's Five (5) Year Performance Guarantee* – Please see the attached certificate.

STATEMENT OF CONFIDENTIALITY NOTICE: The contents of this proposal are considered to be CBE Office Solutions private information intended only for the exclusive use of City of Rolling Hills. and may not be shared with any other company, vendor, or manufacturer.

I look forward to working with you on this upgrade and providing the solutions, reliability and service to best meet the changing needs of the City of Rolling Hills today as well as for years to come.

I look forward to this opportunity to continue to be of service to you and to the City of Rolling Hills.

Respectfully,

Joe Graziano
Senior Account Executive
CBE Office Solutions

DID YOU KNOW?

10 KEY FEATURES OF SHARP® COPIERS

Based on the BP Line of Copiers

300-sheet doc feeder scans up to 280 images per minute

Print from your mobile device

Sensors auto-detect document size, orientation and set compression

New inner folding unit supports c-fold, z-fold, half-fold and accordion-fold



Responsive, customizable touchscreen control panel

Native support for Universal Print

Microsoft Teams connector allows you to scan and print directly from Teams folders

Soft close drawers lessen noise for neighbors and have less wear and tear

Anti-virus solution to help keep your documents safe

Strong security features such as BIOS Integrity Check at startup

Sharp multifunction printers offer the very best in productivity, workflow and security. Contact us to learn more.

SHARP

SHARP ELECTRONICS CORPORATION
100 Paragon Drive, Montvale, NJ 07645
1-800-BE-SHARP • www.sharpusa.com

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CELL BUSINESS EQUIPMENT

WWW.KOPIERS.COM

Five Year Performance Guarantee

CBE Guarantees that your purchased or leased machine will perform to factory specifications for a period of 5 years. If onsite repairs cannot be made, CBE will provide a free loaner. If your equipment cannot be brought up to factory specifications, CBE will replace the unit with one of equal or greater capability.

To preserve the above mentioned guarantee, the following conditions shall be observed:

- **Customer must only use CBE Approved supplies.**
- **Replacement unit must be equal or greater in capability.**
- **Facility conditions shall be to manufacturer specifications.**
- **Customer must maintain the equipment under agreement for service with CBE.**
- **The equipment may only be serviced by CBE technical personnel.**

BBB of the Southland, Inc.
315 North La Cadena Drive
Colton, CA 92324
Phone: (909) 825-7280
Fax: (909) 825-6246
www.la.bbb.org

Company Report

Company Profile

C B E
4A Mason Street
Irvine, CA 92618
Phone: (949) 830-1400
Fax: (949) 597-2479
http://www.kopiers.com
Contact: Tarek Hafiz - President
Business Start Date: 1/1/1991
Company ID: 13032836

BBB Rating:

A+

Nature of Business:
This company's business is providing sales and service for supplies and copiers.

Accreditation

This company has been accredited since 05/23/1996 and we are satisfied that it honors its commitment. The company has agreed to uphold our accreditation standards, which include a commitment to act in accordance with ethical business practices and to respond to customer complaints.

Licensing and Bonding Information

We know of no licensing or registration requirement for companies engaged in this company's stated type of business.

BBB Comments and Analysis

We have no further comment about this company's business practices or analysis of its offer that may assist you in your consideration of this company.

Complaint Closing Statistics

The following grid displays the number and responses to complaints over the last 36 months:

No. of Cmpl	Type of Response
0	Making a full refund, as the consumer requested
0	Making a partial refund
1	Agreeing to perform according to their contract
0	Refusing to make an adjustment
0	Refuse to adjust, relying on terms of agreement
0	Unanswered
0	Unassigned
1	Total

Additional Addresses

3 Faraday Suite B Irvine, CA 92618

Complaint Experience

Our complaint history for this company shows that the one complaint brought to the company's attention was responded to and given proper consideration.

Government Actions

BBB has no information regarding government actions at this time.

Advertising Review

BBB has no information regarding advertising review at this time.

Other Considerations

We know of no other matter or practice relating to this company that may assist you in your consideration of this company.



WHY PARTNER WITH CBE OFFICE SOLUTIONS

1. **CBE is Extremely Flexible to Meet Your Business Requirements**

   - We have the ability to customize programs and billing, tailored to the specific needs of your company.
   - We have the ability to provide customized terms and conditions to meet your unique requirements.

2. **We are Responsive**

   - Decisions are made at a local level to be more responsive to the customer.
   - Decisions are made immediately - direct from the President of the Company.
   - Our customer involvement "after the sale" is unique in that our team is an engaged participant in your program at all times – from next day delivery, to a live operator directing your call each time you call, to unlimited customer training, to post service follow up calls, CBE's goal is to create a long-term relationship with our clientele.
   - CBE's technicians are all factory trained and certified, drive energy efficient vehicles with GPS trackers and are assigned territories which results in faster response times.

3. **We Have Close-Knit, Effective Project Teams**

   - Project teams are local to provide maximum support.
   - Customer workflow, process design, and software implementation are driven by customer requirements not what's available.
   - Project teams include manufacturer representatives to support large initiatives.
   - Also unique to CBE is the level of empowerment of our employees. With customer satisfaction being paramount, all members of the team are empowered to make quick decisions to ensure customer satisfaction and optimal technology performance.

4. **We Don't Hide Behind a Bureaucracy**

   - There are no approval committees located in some far off location.
   - There are no levels of management required for unique decisions.
   - Unlike most organizations, CBE's President is involved in the overseeing of customer-focused activities and is an active participant in ensuring achievement of customer objectives.

5. **We Have True Accountability**

   - Customer satisfaction standards - recognition for achievement.
   - Customer service focus to ensure references and referrals drive additional and new business opportunities.
   - CBE has a customer retention rate that exceeds the industry standard – 95%.
   - CBE is rated A+ with the Better Business Bureau.

SHARP®

ADVANCED SERIES COLOR DOCUMENT SYSTEMS

simply smarter



BP-70C31
BP-70C36
BP-70C45

The New Color Advanced Series from Sharp.

Taking organizations to the future of business communication by helping them work simply smarter.

Designed to fit today's diverse workstyles, the new Advanced Series color document systems enable workers to collaborate and share information seamlessly and securely throughout their office environment. Enhanced cloud services such as Microsoft Teams makes it easy to streamline communication and boost productivity with hybrid workers.





Easy-to-use Touchscreen
The Sharp easy-to-use touchscreen display is built on an award-winning design and delivers an accurate, responsive user experience, imperative for today's sophisticated workflows.

Technology Focused on Efficiency
The Advanced Series leverages the latest technology to help users get their work done with ease and efficiency. Innovative features like multi-feed scan detection and enhanced auto skew correction ensure jobs come out right the first time, every time.

Versatile Application Integration
Maximize productivity and collaboration with easy access to expanded cloud services, quickly connect with mobile devices to print and scan files, even utilize touchless operation with the Sharp Synappx Go app.

Leading Security
In today's hybrid working environments its vital to protect endpoint devices from security threats, that is why the Advanced Series uses the latest security technology to help ensure your data remains safe.

Flexible Sleek Design
Elegant cabinet design with easy-roll casters, soft-close paper drawers and contemporary color scheme make the Advanced Series a perfect fit for any office environment.

Smart features that enhance productivity and efficiency.

Streamlined workflows that are safe, secure and fit today's diverse work styles.

Work more efficiently

Collaborate better with colleagues

Secure your document workflows



10.1" (diagonally measured) customizable touchscreen display.



BP-70C45 shown with Inner Folding Unit, Right Side Exit Tray and 2-drawer Paper Deck.



Built-in retractable keyboard for convenient data entry.

- **300-sheet duplexing** single-pass feeder offers double feed detection and scans up to 280 images per minute.
- Flexible paper handling supports **media up to 300 gsm**, allowing users to print on a wide variety of paper stock or media.
- New Inner Folding Unit option offers a **variety of fold patterns**, including tri-fold, z-fold and others.
- **Smart controller design** ensures MFP firmware is up to date by periodically checking for updates.
- Built-in **walk-up motion sensor** automatically detects approaching users immediately wakes the machine, making it ready for use within seconds.
- **Energy Star 3.0 certified** and offers among the lowest standby power consumption in the category.
- Built-in **retractable keyboard** simplifies email address and subject line entries.
- **Enhanced touchscreen** delivers an accurate, responsive user experience and provides easy access to features.
- Collaborate with hybrid workers using **popular cloud services**, such as Microsoft Teams, Google Drive™, Dropbox and others.
- Strong, **multi-layered security** such as system integrity check at startup, firmware attack prevention and optional Bitdefender® antivirus to help protect your data.*
- Supports native **Universal Print from Microsoft**, enabling businesses to easily adapt to this popular cloud service.
- Wireless LAN supports 5GHz Wi-Fi for stable, **high-speed network communication**.
- **Sharp OSA® Technology** provides a secure and intuitive user experience for integrated workflows.

**Bitdefender antivirus option available summer 2022.*



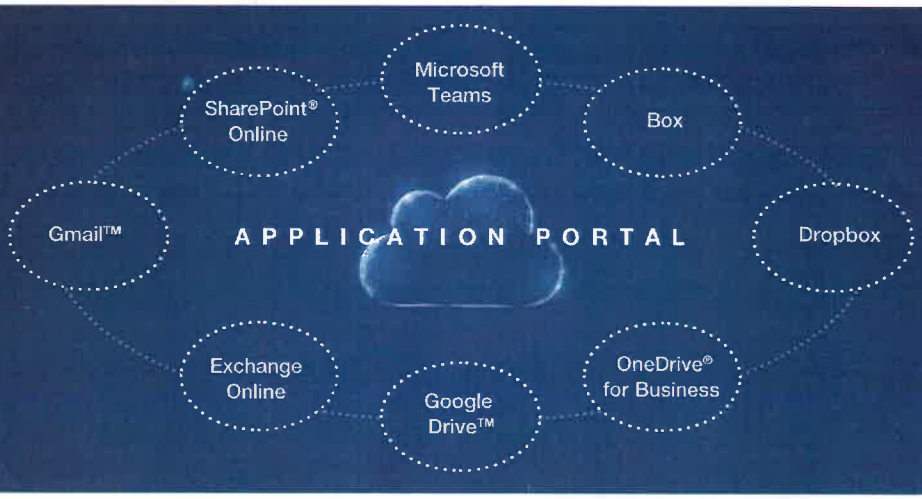
Designed for today's individual workstyles.

From media handling to workflow and collaboration, the new Advanced Series delivers the features businesses need to get the job done.

Sharp makes it easy for businesses to execute jobs quickly, leaving more time for the actual business at hand. Scan large documents at up to 280 ipm using the 300-sheet duplexing single pass feeder that offers optional double feed detection. Image processing technology and Artificial Intelligence (AI) can automatically adjust resolution, compression as well as detect original size and adjust for skewed documents when scanning. The award-winning, tablet style touchscreen delivers an accurate, responsive experience, while menu-driven Easy Modes offer fast, simple operation enabling users to get their copying and scanning tasks done in less time.

Print and Share Documents Easily

Seamlessly collaborate with colleagues even when they are working remotely. With **Cloud Connect**, businesses gain access to popular cloud services including Microsoft Teams, Google Drive, and others. The Sharp Application Portal, makes it easy for administrators to add new apps and update existing apps right from the MFP touchscreen.



Integrate with Email Applications

In addition to native capability, the **Email Connect** feature enables seamless scan-to-email integration with Microsoft Exchange/365 and Gmail™ user accounts, making it easy to identify the sender of scanned files.

Intelligent Image Processing

Scan documents to popular file formats including Microsoft Word, PowerPoint and Excel, as well as Searchable PDF, Encrypted PDF and others. Direct Print the same file types from thumb drives, cloud applications and mobile devices.* **Adobe Embedded Print Engine** direct prints PDF files with greater speed and rendering accuracy.

Flexible Printing Solutions

PCL 6 and Adobe PostScript 3 printing helps users speed through their work. The 256 GB solid state drive processes jobs quickly. **Serverless Print Release** enables users to print a job and release it from up to eight supported models. Native Universal Print from Microsoft eliminates the need for on-premises infrastructure, and enables IT to manage printers directly through a centralized portal.



*This function is enabled via Qualcomm DirectOffice technology

Smart · Connected · Secure

Integrating technology and functionality.

The New Color Advanced Series document systems provide unsurpassed performance that simply adapts to your business needs.

Duplexing Single Pass Feeder (DSPF)
300-sheet document feeder scans both sides of a document in a single pass and scans up to 280 images per minute.

Smart Scan
Image processing technology and AI can automatically adjust resolution, compression, as well as detect original size and adjust for skew.

Smart Touchscreen
Enhanced touchscreen is easy to use and delivers the responsiveness and accuracy users expect.

Walk-up Motion Sensor
Detects walk-up users and wakes the machine from sleep mode, making it ready for use within seconds.

Built-in Retractable Keyboard
Full-size QWERTY keyboard enables easy data entry.

Touchless Operation
Scan, Copy and Print Release with award-winning Synappx Go app.



Exceptional Image Quality
1,200 x 1,200 dpi resolution delivers razor-sharp text and graphics.

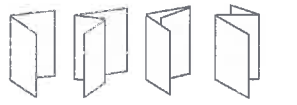
Advanced Multi-layer Security
Leading security features plus optional Bitdefender antivirus provide enhanced protection against network intrusions.[1]

Microsoft Friendly
Native integration with Universal Print and Microsoft Teams simplifies workflow and enhances collaboration.

Easy Access to Cloud Services
Print and scan documents to popular cloud applications.

Wireless Networking
5 GHz Wi-Fi technology and WPA3 encryption deliver fast, reliable data that helps provide strong protection from hackers.

Advanced Finishing
Sharp gives you a variety of high-performance finishers to choose from to help complete the job on time. New inner folding unit option offers four popular folding patterns.



Sharp Color Consistency System
Advanced auto-calibration helps ensure color output is always at peak performance.



Flexible Paper Handling
Feed up to 300 gsm media through the paper drawers and supports up to 12" x 18" output size.

Large Capacity Cassette
Available large capacity cassette offers an additional 3,000-sheet capacity for a maximum on-line paper capacity of 6,300 sheets.

[1]Bitdefender antivirus option available summer 2022.

Collaborate on-the-go with quick access to mobile devices.

The Advanced Series makes it easy to share data with tablets and smartphones even in busy office environments.



Print with Popular Mobile Technologies

The Advanced Series supports printing using popular mobile technologies such as Apple AirPrint®, and Android printing with the Sharp Print Service plug-in.

Advanced Wireless Networking

Print directly to the MFP from mobile devices without interfering with the network! Easily connect with Wi-Fi Direct. 5GHz technology and WPA3 Encryption deliver fast, reliable data that is well protected from hackers.

Touchless Operation with Synappx Go

With the Synappx Go app, its easy to email or copy documents remotely. Simply tap the touchscreen with your smartphone. Get extended remote features such as print release, scan/print from cloud services, and display collaboration by upgrading to a subscription version.

Scan and Print with Sharpdesk Mobile

With Sharpdesk Mobile, a free downloadable app for most mobile devices, users can quickly scan and print files from tablets and smartphones.[1]



Centralized device management helps ensure optimal uptime.

Seamlessy connect technology and drive collaboration with easy access solutions.

Seamless Device Management

On premises, Sharp Remote Device Manager (SRDM) simplifies device monitoring and management. Event-driven alerts help maximize uptime. SRDM also offers centrally managed security settings, pre-configured driver distribution, energy save settings and more. SRDM is available as a free download.[1]

Unified Cloud-based Monitoring and Management

Synappx Manage cloud service enables IT administrators and service providers to remotely manage Sharp MFPs and displays from a single portal.[2] Proactive monitoring and remediation helps minimize administrator burden, as well as provide insight for optimized investments.

Go to www.sharpusa.com for a list of supported equipment and operating systems.
Synappx Manage available summer 2022.

Multi-layer security features to help businesses stay a step ahead of hackers.

The new Advanced Series utilizes leading security technology to help organizations protect their data and meet regulatory requirements.

BIOS Integrity Check at Startup
Helps protect system files from malware attacks.

Trusted Platform Module (TPM 2.0)
Provides an added layer of protection to safeguard your data and credentials.

Firmware Attack Prevention
Checks for abnormal firmware at startup and can restore the original.

End-of-Lease Data Erase
Can protect privacy by deleting all data and personal information at trade-in time.



Application Whitelisting
Prevents unauthorized files and applications from being loaded.

TLS 1.3 Encryption
Prevents eavesdropping while data is in transit.

Real-time Intrusion Detection
Detects abnormal connection requests and denies access.

Optional Bitdefender Antivirus*
Provides comprehensive protection from virus threats.

- **Active Directory (AD) Integration** Enables the MFP to join the network domain as a computer, making it a trusted device.
- **Supports AD Group Policy** Allows administrators to centrally manage select security settings and enforce their own policy.
- **256-bit AES Encryption** Ensures data that resides on the local drive is protected.
- **Protects Access to the Device** IP/MAC address filtering, 802.1x authentication and port control protect access to the device.
- **Protects Data in Transit** IPsec and SMB 3.1.1 protocols, as well as TLS 1.3 use data encryption to protect data.
- **WPA3 Wi-Fi Encryption** Supports the latest data encryption standard for wireless networking security.
- **Authority Groups** Enables administrators to define various groups for different users, which can limit or restrict access to specific features.
- **Optional Data Security Kit** Offers expanded security functions and restricted access features for highly sensitive environments.



*Bitdefender antivirus option available summer 2022.

Environmental Commitment

Sharp is committed to environmental sustainability and corporate responsibility.

A Responsible Approach to Design

Sharp MFPs adhere to the Sharp Corporation Green Products Guidelines, which requires designing products that consume less power, use recycled materials and reduce materials used in packaging.

Toner Recycling Program

Sharp offers zero-waste-to-landfill recycling for Sharp consumables at no cost to our customers and encourages them to recycle their Sharp toner cartridges by providing them with a pre-paid recycling kit for return to our facility.

Environmental Commitment

The Sharp Advanced Series models are ENERGY STAR® 3.0 qualified and RoHS compliant. These products also have one of the lowest TEC values in their category as well as one of the lowest stand-by power consumption ratings. Sharp MFPs are EPEAT® registered.

For more information about Sharp environmental leadership including information about energy efficient products, electronics, or toner cartridge recycling, please visit www.sharpusa.com/environment.

The New Color Advanced Series. Simply Smarter.

Designed to fit todays hybrid workstyles, offering intelligent features and connectivity that enable office workers to collaborate with colleagues seamlessly and securely even when they are working remotely. To learn more, visit www.sharpusa.com.



SHARP®

SHARP ELECTRONICS CORPORATION
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1-800-BE-SHARP • www.sharpusa.com

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OSA SHARP SYNAPPX AirPrint Qualcomm® DirectOffice™

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SHARP®

BP-70C31 BP-70C36 BP-70C45

ADVANCED SERIES COLOR DOCUMENT SYSTEMS simply smarter

Designed for today's individual workstyles.

From media handling to workflow and collaboration, the new Advanced Series delivers the features businesses need to get the job done.

The new Advanced Series color document systems enable workers to collaborate and share information seamlessly and securely. Enhanced cloud services such as Microsoft Teams makes it easy to streamline communication and enhance productivity with hybrid workers.

Easy-to-use Touchscreen Award-winning design that delivers an accurate, responsive user experience, imperative for today's sophisticated workflows.

Technology Focused on Efficiency Innovative features like optional double-feed scan detection and enhanced auto skew correction ensure jobs come out right the first time, every time.

Versatile Application Integration Easy access to expanded cloud services, quickly connect with mobile devices, including touchless operation with the Sharp Synappx Go app.

Leading Security The Advanced Series uses the latest security technology in today's hybrid working environments to protect endpoint devices from security threats.





10.1" (diagonally measured) customizable touchscreen display.



***Built-in retractable keyboard** simplifies email address and subject line entries.*



***New Inner Folding Unit option** offers a variety of fold patterns, including tri-fold, z-fold and others.*



***High capacity 300-sheet DSPF** scans documents at up to 280 images per minute.*

- **300-sheet duplexing** single-pass feeder offers double feed-detection (optional) and scans up to 280 images per minute.
- Flexible paper handling supports **media up to 300 gsm**, allowing users to print on a wide variety of paper stock or media.
- **Smart controller design** ensures MFP firmware is up to date by periodically checking for updates.
- Built-in **walk-up motion sensor** automatically detects approaching users immediately wakes the machine, making it ready for use within seconds.
- **Energy Star 3.0 certified** offers among the lowest standby power consumption in the category.
- **Enhanced touchscreen** delivers an accurate, responsive user experience and provides easy access to features.
- Collaborate with hybrid workers using **popular cloud services**, such as Microsoft Teams, Google Drive™, and Dropbox.
- Strong, **multi-layered security** includes system integrity check at startup, firmware attack prevention and optional Bitdefender® antivirus help protect your data.*
- Supports native **Universal Print from Microsoft**, enabling businesses to easily adapt to this popular cloud service.
- Wireless LAN supports 5GHz Wi-Fi for stable, **high-speed network communication.**
- **Sharp OSA® Technology** provides a secure and intuitive user experience for integrated workflows.

*Bitdefender antivirus option available summer 2022.

SPECIFICATIONS BP-70C31/70C36/70C45

Main Specifications

BP-70C31/70C36/70C45	Base models include multitasking controller, 300-sheet DSPF, PCL® 6 and Adobe PostScript 3 printing systems, network scanning, auto duplexing, 1 x 550-sheet paper drawer, 100-sheet bypass tray. Black and color developer is included.
Type	Color multi-function digital document system
Display	10.1" (diagonally measured) color dot matrix high-resolution touch panel tilting display. 1,024 x 600 dots (W-SVGA)
Functions	Copy, print, network print, network scan, document filing and fax[1]
Copy System	Dry electrostatic transfer/Dual component developer/Magnetic brush development/OPC drums/Pad fusing/White LED exposure
Originals	Sheets and bound documents
Max. Original Size	11" x 17"
Output Size	Min. 5½" x 8½", Max. 12" x 18"
Copy Speed	31/36/45 ppm Mono/Color (8½" x 11")
Multiple Copy	Max. 9,999 copies
First Copy Time (In Seconds)[2]	Platen Glass: Mono 5.6, Color 7.6 DSPF: Mono 7.3, Color 10.4
Warm Up Time	29 seconds (from main power switch on), 18 seconds (from [Power] button on)
Magnification	25% to 400% in 1% increments (with DSPF 25%-200%)
Original Feed	300-sheet DSPF with original size detection
Scan Speed	Copy: Up to 280 ipm (Mono/Color) Scan: Up to 280 ipm (Mono/Color)
Original Sizes	5½" x 8½", 8½" x 11", 8½" x 11" R, 8½" x 14", 11" x 17"
Paper Capacity	Standard: 650 Sheets/Maximum: 6,300 Sheets
Paper Feed System	Standard: (1) paper drawer 550 sheets (letter/legal/ledger/stmt. size) or up to 50 envelopes (max. height: 25 mm), 100-sheet (or 20 envelope) bypass tray. Optional: Single, double, or triple paper drawer(s) (550, 1,100, or 1,650 sheets), split tandem paper drawers 2,100 sheets (letter) + (1) 550-sheet paper drawer (letter/legal/ledger/ statement size).
Paper Weights and Types	Paper drawers: 18 lb. bond to 110 lb. cover. Drawer 1: 20-24 lb. bond or Monarch/Com-9 envelopes. Split Tandem Drawers: 18 lb. bond to 28 lb. bond or plain, pre-printed, recycled, pre-punched, letterhead and color paper. Bypass tray: 16-28 lb. bond (plain paper), 13-16 lb. bond (thin paper), 28 lb. bond-110 lb. cover (heavy paper), tab paper (letter) and Monarch/Com-10 envelopes. Also label, gloss, preprinted, recycled, pre-punched, letterhead and color paper or OHP film.
Duplexing	Standard automatic duplex copying and printing
CPU	Up to 1.6 GHz Intel processor
Interface	RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0: 1 host port (front), 1 device port (rear), USB 3.0: 2 host ports (rear), wireless 802.11 a/b/g/n/ac
Memory	Standard 5 GB copy/print (shared)
Solid State Drive	256 GB, 512GB option
Copy Resolution	Scan: 600 x 600 dpi (Mono/Color). Output: Up to 1,200 x 1,200 dpi (Mono), up to 600 x 600 dpi (Color)
Color Modes	Auto Color Selection (ACS), Full Color Mode, Monochrome (B/W)
Exposure Control Modes	Automatic, Text, Text/Photo, Text/Printed-Photo, Printed-Photo, Photo, Map, Pale-Color Document. Settings: Auto or 9 step manual
Halftone	256 gradations/2 levels (monochrome)
Copy Features	Scan-Once Print-Many, electronic sorting, offset-stacking, Auto Color Selection (ACS), Auto Paper Selection (APS), Auto Magnification Selection (AMS), Auto Tray Switching (ATS), black-white reversal, blank page skip, book copy, book divide, card shot, center erase, centering, cover pages, dual page copy, edge erase, image edit, image preview, insert pages, job build, job programs, margin shift, mirror image, mixed size original, multi-page enlargement, original count, pamphlet style, proof copy, repeat layout, reserve copy, rotated copy, stamp, stamp custom image, suppress background, tab copy, tab-paper insertion, tandem copy, toner save mode, transparency inserts, watermark, 2-in-1 / 4-in-1 / 8-in-1 multi shot
Account Control	Up to 1,000 users. Supports user-number authentication via local, LDAP and Active Directory for copy, print, scan and document management

Main Specifications *(continued)*

Output Tray Capacity	Center Exit Tray (Main): 400 sheets (face down) Job Separator (Upper Tray): 100 sheets (face down) Right Side Exit Tray: 120 sheets (face down)
Cloud Supported Services	Google Drive, Box, OneDrive for Business, SharePoint Online, Dropbox, Gmail™, Microsoft Teams, MFP Voice
Network Protocols	TCP/IP (IPv4, IPv6, IPsec), HTTP/HTTPS, IPP/IPP-SSL, FTP/FTPS, SNMPv3, SMTP/SMTP-SSL, POP3/POP3-SSL, LDAP/LDAP-SSL, 802.1x for Windows and Unix.
Network and Data Security	Includes IP/MAC address filtering, protocol filtering, port control, user authentication, (local/LDAP/Active Directory), WPA3 wireless, TLS 1.3 Encryption, Kerberos support
Firmware Management	Flash ROM with local (USB), network update capability and firmware update 1 to N with Sharp Remote Device Manager (available for download))
Device Setup	Web-based management with user/admin level login
Service/Functions	Remote Front Panel, remote access to service logs and click counts
Accessibility Features	Free stop tilting front panel, adjustment of key touch sound and speed, document feeder free stop, job programs, remote front panel, universal grip for paper trays, disable screen timeout and voice interaction
Environmental Standards	International Energy Star Program Ver. 3.0, European RoHS, Blue Angel (RAL-UZ205), EPEAT Gold
Power Source	110-127 V AC, 60 Hz, 15 A Receptacle
Power Consumption	1.5 kW or less
Weight	Approx. 187 lbs.
Dimensions	Approx. 24" (w) x 26" (d) 33" (h)

Network Printing System

PDL	Standard PCL 6, Adobe PostScript 3
Resolution	1200 x 1200 dpi
Print Speed	31/36/45 pages per minute (8½" x 11")
Print Drivers	Windows 8.1, Windows 10, Windows 11, Windows Server 2012/2016/2019, Windows PPD, Mac® OS (including 10.10 to 12), UNIX®, Linux®, Universal Print (native)
Mobile Printing[1]	Android™ printing framework (Sharp Print Service Plugin), Sharpdesk Mobile, AirPrint®
Print Features	Auto configuration, serverless print release, chapter inserts, confidential print, continuous printing, custom image registration, document control, document filing, duplex printing, electronic sorting, form overlay, hidden pattern print, image rotation, job bypass print, job retention, layout print, margin shift, multiple pamphlet, network tandem print, N-up printing, offset stacking, page interleave, pamphlet style, poster print, proof print, print and send, tab paper print, tab printing, transparency inserts, tray status, user authentication single sign-on, watermarks, zoom print
Direct Printing	File Types: TIFF, JPEG, PCL, PRN, TXT, PNG, PDF, Compact PDF, Encrypted PDF, PS, DOCX, XLSX and PPTX. Methods: FTP, SMB, Web page, Email and USB memory. Adobe Embedded Print Engine support for PDF file formats.
Resident Fonts	80 outline fonts (PCL), 139 fonts (PS)
Interface	RJ-45 Ethernet 10/100/1000 Base-T, USB 2.0/3.0, Wireless 2.4/5 GHz
Operating Systems and Environments	Windows 8.1, Windows 10, Windows 11, Windows Server 2012/2016/2019, Chrome OS™, Mac OS 10.10 - 12, Unix®, Linux®, Citrix®, and SAP device types[1]
Printing Protocols	LPR, IPP, IPPS, Raw TCP (port 9100), FTP, POP3, POP3S, HTTP, HTTPS, and LPR and LPD for Unix

Network Scanning System

Scan Modes	Standard: Color, monochrome, grayscale
Max. Original Size	11" x 17"
Optical Resolution	600 dpi
Output Modes	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
Image Compression	Monochrome Scanning: Uncompressed, G3 (MH), G4 (MR/MMR) Color/Grayscale: JPEG (high, middle, low) Internet Fax mode: MH/MMR (option)[1]

Network Scanning System *(continued)*

Image Formats	Monochrome: TIFF, PDF, PDF/A, Encrypted PDF, XPS, Searchable PDF, DOCX, XLSX, PPTX, TXT, and RTF. Color/Grayscale: TIFF, JPEG, PDF, PDF/A, Compact PDF, Encrypted PDF, XPS, Searchable PDF, DOCX, XLSX, PPTX, TXT, and RTF. Internet Fax: TIFF-FX, TIFF-F, TIFF-S[1]
Scan Destinations	Email, Desktop, FTP, Folder (SMB), USB, Internet fax (option), Super G3 fax, Teams Folder, OneDrive, Box, Dropbox
One-touch Destinations	Up to 2,000 (combined scan destinations)
Group Destinations	Up to 500
Programs	48 (combined)
Max. Jobs	Up to 100
Enhanced Email Integration	Standard Gmail connector, standard Exchange connector
Scanning Protocols	HTTP/HTTPS, FTP/FTPS, SMTP/SMTP-SSL/ESMTP, SMB, POP3, LDAP, S/MIME
Software[1]	Sharpdesk Mobile (download), Synappx (download)

Optional Equipment

BP-70ABD	Deluxe Copier Cabinet Base (available summer 2022)
BP-DE12	Stand/1 x 550-sheet Paper Drawer
BP-DE13	Stand/2 x 550-sheet Paper Drawers
BP-DE14	Stand/3 x 550-sheet Paper Drawers
BP-DE15	Stand/1 x 550 + 2,100-sheet Split Tandem Paper Drawers
BP-LC10	3,000-sheet Large Capacity Cassette (letter, requires BP-DE12/DE13/DE14/DE15)
BP-DD10	Double Feed Detection Kit
MX-LT10	Long Paper Feeding Tray
BP-FN11	50-sheet Staple Inner Finisher
BP-FN13	1K Stacking 50-sheet Staple Finisher
BP-FN14	1K Stacking 50-sheet Staple/Saddle Stitch Finisher
BP-FN15	3K Stacking 65-sheet Staple Finisher
BP-FN16	3K Stacking 65-sheet Staple/Saddle Stitch Finisher
BP-FD10	Inner Folding Unit
BP-RB10	Paper Pass Unit (required for BP-FN13/14/15/16)
MX-PN14B	3-Hole Punch Unit (requires BP-FN11)
MX-PN15B	3-Hole Punch Unit (requires BP-FN13/14)
MX-PN16B	3-Hole Punch Unit (requires BP-FN15/16)
MX-SCX1	Staple Cartridge for BP-FN11/FN13
AR-SC2	Saddle-stitch Staple Cartridge for BP-FN29
MX-SC11	Staple Cartridge for BP-FN15/FN16
MX-SC12	Saddle-stitch Staple Cartridge for BP-FN16
BP-TR12	Right Side Exit Tray
MX-TR20N	Job Separator Tray
BP-TU10	Center Exit Tray
BP-UT10	Utility Table
BP-EB10	Wireless LAN Adapter
BP-FX11	Fax Expansion Kit
MX-FWX1L	Internet Expansion Fax Kit
MX-PF10	Bar Code Font Kit
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)
AR-SV1	Stamp Cartridge
MX-AMX1L	Application Integration Module
BP-SD10	High Capacity SSD 512GB
BP-VD10L	Virus Detection Kit (available summer 2022)
BP-FR12UL	Data Security Kit
DVENDFSV	Generic Vendor Interface Kit

Supplies

BP-NT70BA	Black Toner Cartridge
BP-NT70CA	Cyan Toner Cartridge
BP-NT70MA	Magenta Toner Cartridge
BP-NT70YA	Yellow Toner Cartridge
BP-NV70BA	Black Developer
BP-NV70SA	Cyan/Magenta/Yellow Developer
BP-DR70SA	Drum

[1] Some features require optional equipment. See your local dealer.

[2] May vary depending on product configuration, machine settings and operating and/or environmental conditions.

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SHARP

Be Original.

BP-70C Series
BP-60C Series
BP-50C Series

Digital Full Colour Multifunctional System

Future-proof the way you work



smart business partner

50 Document Business

Safe and streamlined to fit diverse working styles

Work effortlessly and freely, the way you like, while interacting seamlessly with your office environment and colleagues any time and any place. That's today's burgeoning style of work. It requires adapting to society's changes and diversifying work styles, and building a worry-free office environment where you can enjoy the convenience of seamless interaction yet with rock-solid network security.
Sharp takes you to this new future of expanding business possibilities by helping you collaborate faster and get the job done smarter—however you work.





SMART

Leveraging the latest technology like AI can help you get everyday tasks done with ease and efficiency—that's the key to business success.

CONNECTED

Interacting with others to get the job done regardless of time or space—that's the key to maximum value.





SECURE

Information is one of business's greatest assets and needs to be safeguarded with the utmost security—that's the key to propelling business.



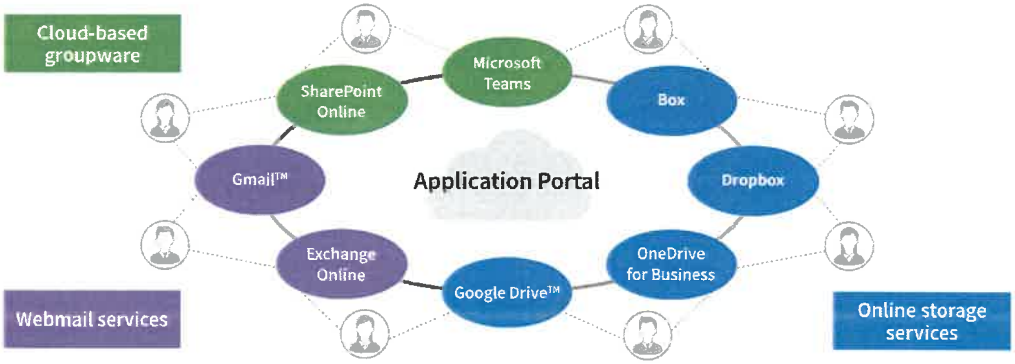
CONNECTED



LINK TO CLOUD SERVICES*

Make sure you and your co-workers can access each other's digital and hard-copy information so you can maximise all-important teamwork and creative collaboration. Use the MFP to swiftly scan documents and upload them to cloud services for sharing with your team. View, edit, and print documents regardless of whether you're inside or outside the office. Now's the time for smart information sharing, with a Sharp MFP.

*BP-50C series requires optional BP-AM10. In some countries/regions, BP-70C and BP-60C series also require optional BP-AM10.



Application Portal* You can download and install apps on your MFP via Sharp's Application Portal. App updates are easily recognisable, so you'll always be up-to-date on the latest services.

*Contact a Sharp customer representative for details.

Single Sign-on* Once you log in to the MFP, its single sign-on feature allows you to quickly access multiple software services without having to sign in to each one separately.

*User authentication must be activated. Contact a Sharp customer representative for details.

Link with Mail Servers Scanned data can be conveniently sent via your regular Gmail™ or Microsoft Exchange/Online account.

Sharp OSA* (Open Systems Architecture) Linking MFP functions with third-party applications automates entire tasks, covering everything from input and processing to output, and boosting work efficiency.

*BP-50C series requires optional BP-AM10 and/or BP-AM11. In some countries/regions, BP-70C and BP-60C series also require optional BP-AM10 and/or BP-AM11.

LINK WITH MOBILE DEVICES

Companies are helping usher in diversified work styles for their employees, and mobile devices like tablets and smartphones are an indispensable part of this new way of doing business. Swiftly linking MFPs with mobile devices streamlines complex, time-consuming workflows and gives easy access to data on devices. Now's the time to streamline tasks and create further value.



Wireless LAN Connection* The MFP connects wirelessly with PCs, smartphones, and tablets. It works with the 5 GHz band. This ensures minimal radio interference and stable high-speed communications. It also supports the WPA3™ (Wi-Fi Protected Access 3) security protocol featuring improved encryption.

*BP-50C series requires optional BP-EB10. In some countries/regions, BP-70C and BP-60C series also require optional BP-EB10. Availability of this option varies by country/region.

Wi-Fi Direct®* Personal mobile devices belonging to office visitors or staff can connect to the MFP one-on-one without going through the company LAN or access point.

*Wi-Fi Direct is for Android™ devices. BP-50C series requires optional BP-EB10. In some countries/regions, BP-70C and BP-60C series also require optional BP-EB10. Availability of this option varies by country/region.



Mobile devices cannot access the company LAN via the MFP

Wi-Fi Protected Setup™ This makes it easy to connect the MFP to a secure wireless LAN without having to enter an SSID and security key.

Direct Printing/Scanning with USB Drives Insert a USB drive into the MFP and a command screen will automatically pop up on the LCD. Right away you can print files from the USB drive—which are displayed as thumbnails—or you can scan documents directly to the USB drive.



Sharpdesk Mobile* Mobile devices installed with this print/scan app can connect directly to the MFP for printing or downloading scanned data. Simply hold the mobile device over the MFP's NFC tag or scan the MFP's QR Code to connect.

*Availability varies by country/region.
For details, see the Sharpdesk Mobile support website:
https://global.sharp/products/copier/docu_solutions/mobile/sharpdesk_mobile/

Sharp Print Service Plugin* This mobile printing technology allows printing from Android devices.

*BP-50C series requires optional MX-PK13.

AirPrint* The MFP supports the AirPrint printing feature in Apple devices. It lets you print directly from a mobile device without the need for a print driver.

*BP-50C series requires optional MX-PK13.

Chrome OS™* The MFP can print directly from Chromebook™ laptops.

*BP-50C series requires optional MX-PK13.

Microsoft Universal Print* The MFP supports this cloud-based print service. You can print via the cloud without the need for a print driver.

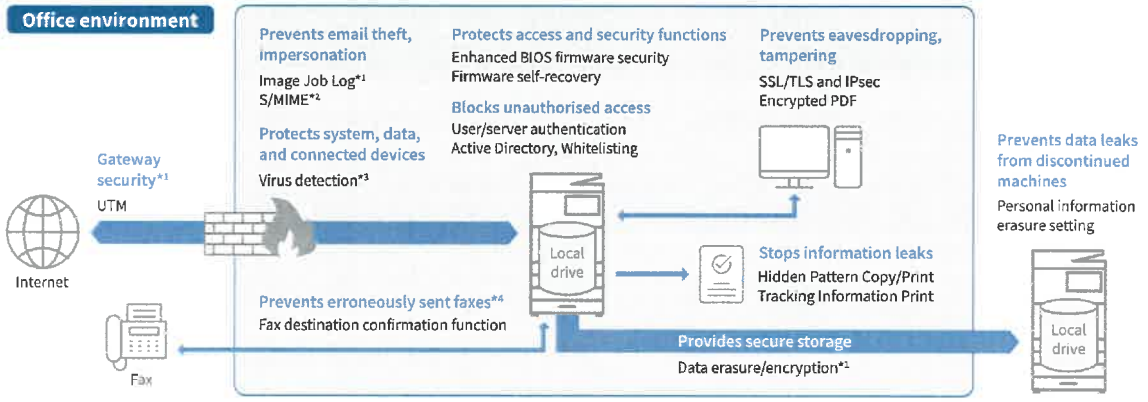
*BP-50C series requires optional MX-PK13.



SECURE

SEAMLESS SECURITY

With advancements in information technology come threats such as computer viruses, information leaks, and unauthorised access. Dealing with these wide-ranging threats is one of the most pressing issues for business today—which is why MFPs should be treated the same as other IT equipment. Sharp MFPs reduce all sorts of security risks by, for example, blocking unauthorised access and preventing information leaks from printouts or storage media. Now's the time to build a safer and more secure business environment with a Sharp MFP.



*1: Contact a Sharp customer representative for details. *2: Only when emailing scanned data. *3: Requires optional BP-VD10. *4: Requires optional BP-FX11.

BIOS Firmware Security When booting up, the MFP checks for any anomalies in the BIOS firmware. If it finds a problem, it aborts the startup. If there are other firmware-related issues, the MFP will attempt recovery to protect the system.

Virus Detection* Using the Bitdefender scan engine, the MFP defends against virus attacks on itself and connected devices. It scans for viruses and prevents the MFP from transmitting them to other devices like laptops and PCs.

*Requires optional BP-VD10.

Server Authentication The MFP supports external server authentication functions such as LDAP and Active Directory. With centralised management of multiple user credentials, system administrators can keep track of multiple MFP usage.



Active Directory By linking the MFP with Active Directory, users can access cloud services and network folders via the MFP by logging in with their authentication information. Beside the convenience of this single sign-on for users, system administrators can maintain a high level of security.

Whitelisting This function protects the MFP from fraudulent programs trying to access the file system and obtain information.

Image Job Log* This function creates and externally stores an image file (PDF) and a log file (XML) for each job. This helps identify unauthorised use of the MFP.

*Contact a Sharp customer representative for details on activating this function.

S/MIME* The MFP supports email encryption and digital signature. Sending emails in encrypted format keeps data from leaking. It also prevents someone from masquerading as the sender or altering the content of an email.

*Only when emailing scanned data.

Data Encryption and Automatic Erasure* Job data is encrypted before being saved to the MFP's internal storage. Once the data is output or sent, it is automatically erased.

*Contact a Sharp customer representative for details on activating this function.

Document Control This function prevents unauthorised use of confidential documents* by embedding copy prevention data in them.

*Requires optional BP-FR12U. May not work with certain types of paper, documents (such as those with a lot of photos), or MFP settings.

Personal Information Erasure Retained personal information and other data can be erased when it's time to replace the MFP, preventing the leakage of confidential information.



ENVIRONMENTALLY FRIENDLY

An increasingly important part of running a business is mitigating environmental impact, such as by reducing energy costs and complying with environmental laws and regulations. Offices need to do whatever possible to lessen environmental impact. Sharp has a proven track record in designing environmentally friendly products. Now's the time to let a Sharp MFP turn your office "green."

Eco-Friendly Toner This toner is able to fuse at low temperatures, resulting in reduced energy consumption.

Energy-Saving Mode The MFP has a low power consumption of only 0.5 W in network standby mode.

Pad Fusing System This swiftly reaches the specified temperature, allowing fast warm-up and energy efficiency.

ENERGY STAR® This MFP conforms to the ENERGY STAR programme thanks to various energy-saving functions.

Motion Sensor* The MFP stays in sleep mode until the built-in motion sensor detects your approach to the MFP and wakes it up.

*Available on BP-70C and BP-60C series.



ALWAYS UP TO DATE

Advances in IT and diversifying work styles are changing the role of an MFP. Office equipment like MFPs should always run smoothly, no matter who is using it. Sharp MFPs are always up-to-date and provide users with the latest status information. Now's the time to update your office to a more user-friendly one.

Remote Firmware Updates The MFP's firmware can be remotely updated—without the need for service operation—via a firmware update service, so you're always using the latest system for your MFP.

Online Manuals Easily search for and download the latest manual for your MFP from Sharp's website via the machine's control panel.

On-Screen System Information The control panel shows the state of your MFP, displaying current operation and notifications for things like paper, toner, and maintenance.

Information LED Next to the control panel is an LED lamp that lights up in three colours: blue, white, or orange. It notifies you—even from a distance—of the status of the MFP.



STREAMLINE DAILY OFFICE TASKS

When using a shared office or coworking space, there are only so many paper work documents you can keep on hand. To solve this problem, use an MFP to scan paper-based documents into digitised form so you can share them with others working at home or in a shared office. The MFP also lets you use text from paper documents as digital data. Now's the time to improve efficiency by embracing new ways of working.

Duplex Single Pass Feeder* The DSPF scans both pages of two-sided documents in one pass—in batches of up to 300 sheets. With scanning speeds of up to 280 opm (originals per minute; two-sided), the MFP is quick to finish even large jobs.

*Available on BP-70C series.

- **Multi-Feed Detection*** The DSPF detects when two or more sheets are fed once and stops automatically.
  *Requires optional BP-DD10.
- **Skewed Sheet Detection** Sensors detect sheets that are not fed in straight—for example, a loose page of a corner-stapled document. If this happens, the DSPF stops automatically.

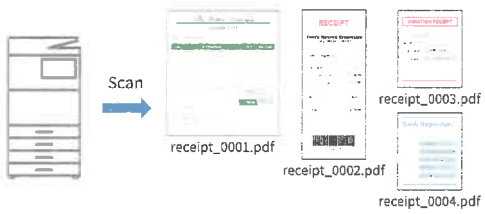
OCR* OCR capability on this MFP lets you convert a scanned document into a searchable PDF file or into an editable Office Open XML (pptx, xlsx, docx) file.

*BP-50C series requires optional MX-EB20.

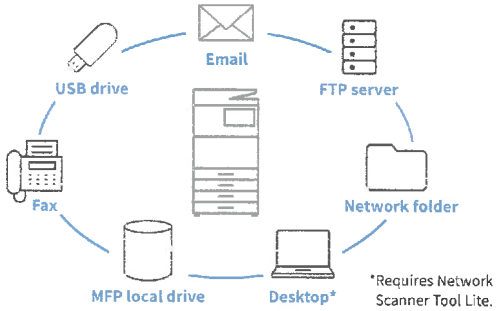
Business Card Management The MFP reads the contact details on a business card via OCR*1 and then exports these to your chosen contact management system. A dedicated business card feeder on the DSPF*2 easily scans batches of up to 150 cards.

*1: BP-50C series requires optional MX-EB20.
*2: Available on BP-70C series.

Multicrop and Image Crop Functions Multiple receipts, photos, and other items can be scanned all at once, with each one saved as a separate file. This helps you streamline the filing of receipts and bills. The MFP can also crop photos from documents such as magazine pages and save them as individual files.



Scan Destinations Scanned documents can be distributed in a number of ways, depending on the purpose, workflow, or network environment.



Easy Scanning Tap on the LCD touchscreen's Auto Set button to have the MFP perform a host of actions automatically. It can skip blank pages in a multi-page document or reorient pages mixed in upside down*. The MFP also uses AI and image processing technology to automatically determine the optimal resolution, gradation, and compression rate for your scan jobs.

*BP-50C series requires optional MX-EB20.

- **Irregular Size Detection** When using the automatic document feeder (DSPF or RSPF) to scan, the MFP will automatically crop irregular-size documents to the optimal size.
- **Mixed-Size Scanning** The MFP automatically distinguishes documents of mixed sizes (up to three different widths) fed through the DSPF*.
  *Available on BP-70C series.
- **Business Card Scanning** Documents that the DSPF* determines to be business card size are saved as separate files.
  *Available on BP-70C series.



- **Few-Colour Scanning** Ideal for originals that contain no photos, the MFP reduces file size while maintaining document image quality.



- **Corrects Skewed Documents** The MFP detects skewed documents and automatically adjusts them, so you don't have to re-scan them. This feature works for PDF and other file formats.
- **Automatic Compression Rate** The MFP automatically selects the optimal compression rate by judging text size and resolution.



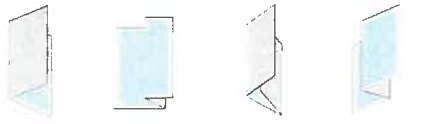
EVEN MORE FLEXIBILITY

Work styles are changing and offices are going paper-less. But businesses still need paper documents. And companies often need to produce flyers, direct mail, and business proposals in-house. With a Sharp MFP, creating professional-looking documents is a breeze. Now's the time to make a Sharp MFP a reliable partner in your office.

Folding Unit*1 This space-saving unit attaches to the MFP's paper output section. It automates various types of folds, such as Z-folds and C-folds, for efficient production of direct mail and other items. Install it together with a finisher*2. You can even staple*3 Z-fold documents as well.

*1: Optional BP-FD10
*2: Optional BP-FN13/FN14/FN15/FN16
*3: Requires optional BP-FN15/FN16





Saddle Stitch Finisher* This unit automates time-consuming tasks such as stapling and saddle-stitch binding. You get seamless output—from printing to finishing—of not only office meeting materials but also leaflets, business proposals, and brochures.

*Optional BP-FN14/FN16

Stapleless Stapler A staple-free stapler on the finisher* crimps the corner of paper to keep up to 10 A4 sheets securely bound.

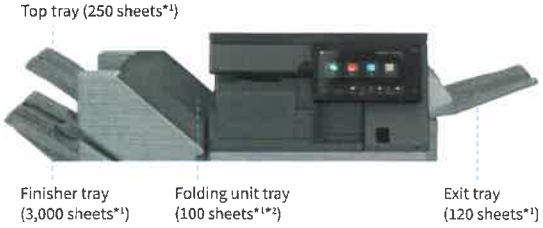
*Optional BP-FN11/FN12/FN15/FN16



Manual Stapler A manual stapler on the finisher* lets you staple documents at the MFP without the need of a conventional stapler.

*Optional BP-FN11/FN12/FN15/FN16

Output Capacity The MFP can provide up to four output destinations when equipped with an optional finisher, folding unit, and exit tray.



*1: A4 (8 1/2" x 11"), 80 g/m²
*2: 100 sheets when using the folding unit together with the BP-FN13/FN14/FN15/FN16 optional finisher and 200 sheets when using the folding unit alone.

DESIGNED FOR PEOPLE

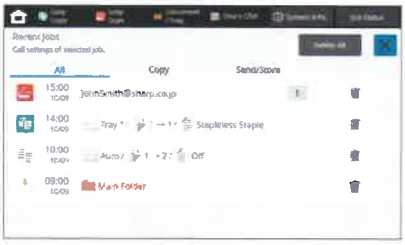
People want function, print quality, and—last but not least—ease of use in an MFP. Being able to use an MFP stress-free can boost work efficiency and also cut down on costs. Sharp's pursuit of user-friendly product design and operability has resulted in MFPs that offer straightforward operation for anyone. Now's the time to let a Sharp MFP make your office comfortable and stress-free.

10.1-Inch Full-Flat Touchscreen With a variety of functions accessible via simple, intuitive icons, MFP operation is smooth and easy. Customising the home screen has become easier than ever. The control panel can be tilted freely at various angles.





One-Touch Job Recall The 10 most recent jobs—like copying, faxing, and scanning—can be called up on the LCD screen and their settings displayed. You can then change the settings as you like and repeat those jobs.



Duplex Single Pass Feeder*

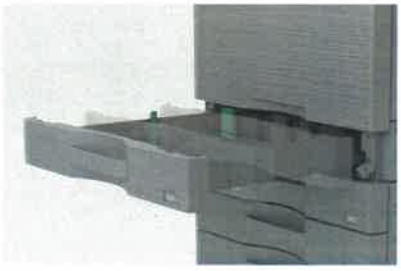
*Available on BP-70C series.

- **LED Signal** This LED signals that your document is placed correctly and is ready to scan.
- **LED Alert** This LED lights up and reminds you to retrieve your document after scanning.
- **See-Through Tray** Part of the DSPF tray is see-through, making it easier to see your scanned documents.



Soft-Close Trays The paper trays* have a soft-close mechanism that minimises vibration and lets you open and close the trays silently and smoothly with just a soft pull or push.

*Main unit tray and trays on optional BP-DE12/DE13/DE14/DE15 (top tray only on BP-DE15).



Blends into Office Space The MFP features a dark, subdued colour scheme that makes stains less noticeable and complements any office space.



Automatic Toner Cartridge Eject Function This function expels completely empty cartridges in preparation for replacement. The cartridge is replaced only after all the toner has been consumed, thereby ensuring efficient use of toner. Because you can tell at a glance when cartridges are empty, they are fast and easy to replace.



Toner Replacement without Stopping Printing* If toner runs out during a print job, the MFP will continue printing your documents while you change the toner cartridge, ensuring that productivity won't miss a beat.

*Available on BP-70C65/70C55 and BP-50C65/50C55.

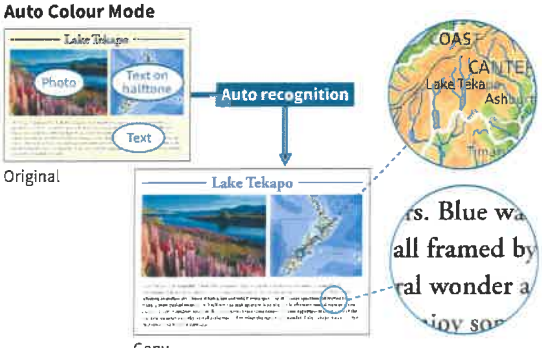


Superb Image Quality

Easy, High-Quality Copying and Scanning Auto Colour Mode provides fully automated copying and scanning in both colour and B/W. The MFP first determines whether a page is colour or B/W. It then analyses page contents to distinguish between different components (such as photos, text, and text on halftone backgrounds) and selects the appropriate mode. It uses machine learning to optimally reproduce text and images. Finally, it automatically removes unnecessary background colour*.

*May not work depending on the colour of the background or type of document.

Auto Colour Mode



Copying Originals with Highlighted Lines Highlighter markings on a document are usually hard to reproduce. But with this MFP, they turn out clearly visible in copies.



High-Resolution Output The MFP's print engine supports 1,200 x 1,200 dpi printing and copying*. Fine lines and small text come out looking crisper and easier to read.

*Copying in B/W only.



OTHER KEY FEATURES

COPY

- ☐ B/W Reverse
- ☐ Book Copy
- ☐ Card Shot
- ☐ Centring
- ☐ Cover/Tab Page Insertion
- ☐ Custom Image
- ☐ Job Build
- ☐ Job Program (48 items)
- ☐ Margin Shift
- ☐ Mirror Image
- ☐ Multi-Page Enlargement
- ☐ N-up
- ☐ Original Count
- ☐ Outer Frame/Centre/Side Erase
- ☐ Pamphlet Style
- ☐ Position Image
- ☐ Preview
- ☐ Print and Send
- ☐ Proof Copy
- ☐ Repeat Layout
- ☐ Rotation Copy
- ☐ Stamps
- ☐ Tab Copy
- ☐ Tandem Copy
- ☐ XY Zoom

PRINT

- ☐ Confidential Print, Print Hold
- ☐ Duplex
- ☐ Long Paper Printing
- ☐ N-up
- ☐ Tab Paper Print
- ☐ Watermarks

SCAN

- ☐ Date and Name on File
- ☐ Document Filing
- ☐ Drop Out Colour
- ☐ Scan Destination Link

FAX

- ☐ Broadcast Transmission (500 destinations)
- ☐ Inbound Routing
- ☐ Incoming Fax Preview
- ☐ Internet Fax
- ☐ One-Touch Auto Dial Keys (2,000 destinations)
- ☐ PC-Fax

PRODUCT LINEUP

BP-70C Series | BP-70C65/70C55/70C45/70C36/70C31 — A3 Colour MFP



65 PPM BP-70C65 | 55 PPM BP-70C55 | 45 PPM BP-70C45 | 36 PPM BP-70C36 | 31 PPM BP-70C31 | 280 OPM | 10.1" | 6300 sheets | Print 1200 dpi

DSPF | *1 | PS | OCR | Office Direct Print | Compact PDF | Sharp OSA*1 | Cloud*1 | Motion Sensor | Business Card Feeder

BP-60C Series | BP-60C45/60C36/60C31 — A3 Colour MFP



45 PPM BP-60C45 | 36 PPM BP-60C36 | 31 PPM BP-60C31 | 80 OPM | 10.1" | 6300 sheets | Print 1200 dpi

RSPF | *1 | PS | OCR | Office Direct Print | Compact PDF | Sharp OSA*1 | Cloud*1 | Motion Sensor

BP-50C Series | BP-50C65/50C55/50C45/50C36/50C31/50C26 — A3 Colour MFP



65 PPM BP-50C65 | 55 PPM BP-50C55 | 45 PPM BP-50C45 | 36 PPM BP-50C36 | 31 PPM BP-50C31 | 26 PPM BP-50C26 | 80 OPM | 10.1" | 6300 sheets | Print 1200 dpi

RSPF | PS | OCR | Office Direct Print | Compact PDF | Sharp OSA | Cloud

Basic Specifications / Notable Functions

Functions available | Functions available as option

- XX PPM — Maximum engine speed*2 (ppm: pages per minute)
- XX OPM — Maximum scan speed*3 (opm: originals per minute)
- XX — Size of LCD control panel
- XX sheets — Maximum paper capacity (80 g/m²)
- Print XX dpi — Print resolution
- DSPF — Duplex single pass feeder
- RSPF — Reversing single pass feeder
- Wireless LAN capability*4
- PS — Adobe PostScript 3
- OCR — Optical character recognition
- Office Direct Print — Prints common Microsoft Office files without using a PC*5
- Compact PDF — Converts scanned documents into compact PDF files
- Sharp OSA — Sharp Open Systems Architecture
- Cloud — Enables connection to cloud services
- Motion Sensor — Detects approaching users and wakes the MFP from sleep mode
- Business Card Feeder — Automatically feeds in and scans business cards via the document feeder

*1: In some countries/regions, optional equipment is required. *2: A4 (8 ½" x 11"), long-edge feeding. *3: When feeding A4 (8 ½" x 11") sheets. *4: Availability varies by country/region.
*5: This function is enabled via Qualcomm® DirectOffice™ technology.

- Design and specifications are subject to change without prior notice.
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Office Solutions
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Sales and Service Agreement

Customer

Purchase Order No.	Date	Terms				Salesperson
		☐ Purchase				
		☑ Lease Type	Months	Payment	Deposit	Chris Hoffie
		FMV		See Lease		

SOLD TO:	City of Rolling Hills		SHIP TO:	City of Rolling Hills	
	2 Portuguese Bend Rd			2 Portuguese Bend Rd	
	Rolling Hills, CA 90274			Rolling Hills, CA 90274	
	Contact	Christian Horvath		Contact	Connie Viramontes
	Phone	310.377.1521		Phone	310.377.1521
	E-mail	chorvath@cityofrh.net		E-mail	cviramontes@cityofrh.net

Equipment

Qty	Product Code	Description	Amount
1	C5CC	Pitney Bowes SendPro C-Auto 95	See Lease
		10-lb Scale, Standard Accounting, Catch Tray Exit	

Notes

CBE will pick up and return the current DM400 at no additional cost. CBE will install and train on the new SendPro C-Auto. Sourcewell contract provides the first of service at no cost. Billing will begin in the second year, invoiced by Pitney Bowes as Maintenance is included in the lease payment. CBE Office Solutions provides all field service with CBE/Pitney Bowes Certified Service Technicians.

Subtotal	See Lease
Initial Set-up	Inc
Sales Tax	See Lease
Delivery	Inc
Trade-In	N/A
Total Due	**See Lease**
Amount Paid	
Balance Due	**See Lease**

Service

Service Program Accepted: ☑ **Yes** ☐ **No**

Service Billing Period (monthly if not checked) ☐ Monthly ☑ Qrtly

Base Rate Included in Lease: ☑ Yes ☐ No, Billed Separately

Service Includes Parts & Labor

Acceptance

Customer Signature:	Title:	Date:
_____	_____	_____
CBE Acceptance:	Title:	Date:

Locations

Corporate Office	Los Angeles and the Valleys Office	Long Beach/South Bay Office	Inland Empire Office
4A Mason St	13200 Crossroads Pkwy	18726 S Western Ave	800 N Haven Ave
Irvine CA 92618	Suite 135	Suite 212	Suite 220
949.830.1400	Industry CA 91746	Gardena CA 90301	Ontario CA 91764

SIGNATURES BY BOTH PARTIES ACT AS A BINDING CONTRACT AND CANNOT BE CANCELLED OR TERMINATED AND CONFIRMS YOU HAVE READ AND UNDERSTAND THE MAINTENANCE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.

CELL BUSINESS EQUIPMENT: SERVICE AGREEMENT

Terms and Conditions

1. **COMMENCEMENT OF AGREEMENT.** This Agreement shall commence on the date the last party executes the attached purchase order ("Commencement Date") and shall terminate on the termination date set forth therein, unless renewed.
2. **EQUIPMENT.** "Equipment" means the equipment and supplies identified in this Agreement and/or the attached purchase order. You agree the Equipment is for your business use (not resale), and will not be used for personal, household or family purposes. To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software." You understand that and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Agreement with any license and/or agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement.
3. **SCOPE OF SERVICE.** This Agreement covers ordinary maintenance, repair, and replacements of parts required by normal use of the Equipment for the period of time specified on the face of the Agreement and/or in the purchase order. This Agreement does not cover charges for de-installation/reinstallation of Equipment if it is moved. Damage to the Equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard paper or substandard supplies, or other causes beyond the control of CBE are not covered by this Agreement and may subject Customer to a surcharge or to cancellation of this Agreement. In addition, CBE may terminate the service portion of this Agreement if the Equipment is modified, damaged, altered, or serviced by personnel other than CBE Authorized Personnel, or if parts, accessories, or components not meeting machine specifications are attached to the Equipment. This Agreement does not cover charges for repairs due to Customer or third party modifications to software or hardware.
4. **DELIVERY AND INSTALLATION.** Customer is responsible for and shall pay all delivery, installation and freight charges identified in this Agreement and/or the attached order, if any. CBE shall choose the method of delivery, and reserves the right to deliver the Equipment in installments. Delay in delivery of any installment shall not relieve Customer of its obligations under this Agreement, including the obligation to accept remaining installments. Equipment shall be installed in accordance with manufacturer's specification. At Customer's sole cost and expense, Customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements, and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, noise and power filters. Any electrical work external to the Equipment (i.e., associated peripheral equipment, power, transmission and phone lines) are not covered by this Agreement.
5. **ELECTRICAL.** In order to ensure optimum performance by the CBE equipment, it is mandatory that specific models be plugged into a dedicated line to comply with manufacturer electrical specifications.
6. **SERVICE CALLS.** Service calls under this Agreement will be made during normal business hours at the installation address(es) provided by the Customer. Travel and labor time for service calls after normal business hours, on weekend and on holidays, if and when available, will be charged at the published overtime rates in effect at the time the service call is made. CBE representatives will not handle, disconnect, or repair unauthorized attachment or components. Customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds CBE and its representatives harmless for claims for damages to any unauthorized parts, components, or accessories resulting from service performed on CBE Equipment. Labor performed during a service call includes lubrication and cleaning of the equipment, and the adjustment, repair, or replacement of parts described below.
7. **REPAIR AND REPLACEMENT OF PARTS.** All parts necessary to the operation of the Equipment, due to normal wear and tear, with the exception of the parts listed below and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement.
8. **RECONDITIONING.** Rebuilding, reconditioning, or major overhauls are not covered by this Agreement. In addition, when in its sole discretion CBE determines that reconditioning is necessary due to age or normal wear and tear to the Equipment over time, CBE will submit to the Customer an estimate of needed repairs and their cost in order to keep the equipment in working condition. If the Customer does not authorize such reconditioning, CBE may discontinue service of the equipment under this Agreement, or may refuse to renew its service agreement upon expiration of this Agreement. Thereafter, the CBE Representative may make service available on a "Per Call" basis based upon published rates in effect at the time of service.
9. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by CBE from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter reads, supply level, Equipment configuration and settings, Software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by CBE or the Equipment manufacturer. The automatic data transmission capability will not allow CBE to read, view, or download the content of any Customer documents residing on or passing through the Equipment.
10. **USE OF NON-CBE SUPPLIES.** If the Customer uses non-CBE supplies and if such supplies are defective or unacceptable for use in CBE machines and cause abnormally frequent service calls or service problems, then CBE may, at its option, assess a surcharge or terminate the service portion of this Agreement. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this Agreement, however, that the Customer only use CBE authorized supplies.
11. **SUPPLY INCLUSIVE CONTRACTS.** If supplies are included under this Agreement, CBE will supply toner, ink, and developer, unless otherwise stated in this Agreement, to the Customer based upon normal yields for the Equipment being serviced. If the Customer's usage of the supplies exceeds the normal yields for the Equipment being serviced, CBE will invoice and the Customer agrees to pay for the excess supplies at CBE's current retail prices then in effect. CBE reserves the right to charge and Customer agrees to pay for freight on all supply shipments. Freight will not be charged for supply orders placed online via CBE's website. Customer must purchase copier paper and staples separately.
12. **MAINTENANCE CHARGES.** If applicable, the maintenance charge with respect to the initial term of this Agreement shall be set forth on the face of this Agreement and/or in the purchase order, including, without limitation, Per Image Charges. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. If Equipment is moved to a new CBE service territory, CBE shall have the option to charge, and the Customer agrees to pay the difference in published maintenance charges between the current territory and the new territory (on a pro rata basis). If Equipment is moved beyond CBE's service territory, CBE reserves the right to cancel or the Customer agrees to pay a fair and reasonable upcharge for continued service, taking into account the distance to Customer's new location and CBE's published rates for service on a "Per Call" basis. Reestablishing network connection after a move is not covered under this Service Agreement. Customer will provide CBE with the actual meter readings on the Equipment via: (a) telephone, email or facsimile; or (b) access to the Equipment through an automatic meter reading device installed on the Equipment. CBE may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. CBE will adjust the estimated charge for images upon receipt of actual meter readings.
13. **PAYMENT.** Invoices shall be due and payable by the Customer for all Equipment, accessories, supplies, Software, Per Image Charges, and maintenance purchased pursuant to this Agreement on the due date identified on the invoice, which shall be net fifteen (15) unless otherwise stated on the invoice. Your payment obligations are absolute and unconditional, and are not subject to cancellation, reduction, or setoff for any reason whatsoever. For any payment not received within three (3) days of its due date, Customer agrees to pay a late charge not to exceed the higher of 10% of the amount due or $35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.
14. **TITLE AND RISK OF LOSS.** If Customer has purchased or leased Equipment from CBE in conjunction with this Agreement, title to the Equipment shall pass upon payment in full for each unit of Equipment delivered. Risk of loss shall pass to the Customer upon delivery of the Equipment.
15. **SECURITY INTEREST.** If Customer has purchased or leased Equipment from CBE in conjunction with this Agreement, or any renewal thereof, CBE expressly reserves a security interest in the Equipment until payment has been collected in full for the same. Customer agrees to notify CBE prior to relocation of any Equipment for which CBE has a security interest. Customer shall execute any other document, including a UCC-1 financing statement or document similar to the UCC-1, necessary to protect CBE's security interest in the Equipment. Customer authorizes CBE to file, at customer's expense, any financing statement relating to the Equipment without customer's signature except where prohibited by law.
16. **TAXES.** Customer is responsible for and shall pay all applicable taxes, including sales, use, and import taxes, along with fees or charges of any kind (including interest and penalties). This includes taxes assessed by any governmental entity on this Agreement or on the amounts payable under this Agreement ("Taxes"), which will be included in CBE's invoice. Taxes do not include taxes on CBE's income.
17. **DEFAULT.** The occurrence of the following shall constitute an Event of Default under this Agreement: (a) the Customer fails to remit any portion of any payment owed to CBE as provided by this Agreement, when due; (b) the Customer fails to duly perform any covenant, condition or limitation of this Agreement; (c) a petition is filed by or against Customer or any guarantor under any bankruptcy or insolvency law; (d) any representation made by Customer is false or misleading in any material respect; (e) Customer becomes insolvent, is liquidated or dissolved, merges, transfers a material portion of its ownership interest or assets, stops doing business, or assigns rights or property for the benefit of creditors.
18. **REMEDIES.** If Customer defaults, CBE may, in addition to its other remedies: (a) require immediate payment of all amounts due under the Agreement, plus the fair market value of the Equipment for which full payment has not been made in full, plus interest at the rate of 1.5% per month (not to exceed the maximum amount permitted by law), plus all applicable taxes; (b) terminate this Agreement and/or declare any other agreements between Customer and CBE in default; (c) require you to return all Equipment for which payment in full has not been made; (d) charge you for expenses incurred in connection with enforcement of our remedies; (e) refuse to service the Equipment; and (f) furnish service on a C.O.D. "Per Call" basis based upon published rates in effect at the time of service. If CBE elects to terminate this Agreement as a result of Customer's default, CBE shall submit to Customer an itemized invoice for all fees and expenses due, including any Per Call fees, and shall be entitled to payment for all work in progress plus reimbursements for out-of-pocket expenses. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right(s).
19. **COSTS AND ATTORNEYS' FEES.** CBE shall be entitled to recover from Customer all costs and expenses, including, without limitations, attorneys' fees and disbursements, incurred by CBE in connection with actions taken by CBE or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on CBE's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any action or proceedings arising out of relating to any CBE transactions with Customer.
20. **DEFENSE AND INDEMNITY.** You are responsible for all losses, damages, claims, injuries, attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party claims, or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition, or possession. You agree to hold CBE harmless, to defend, and to indemnify CBE against all Claims, although CBE reserves the right to control its defense and to select or approve defense counsel. Customer agrees that, if it assumes CBE's defense, it will not settle any claim that results in any liability to CBE without first obtaining CBE's prior written consent. In the event Customer fails to defend such action, CBE may do so and recover from Customer all costs and expenses, including attorneys' fees incurred in connection therewith. The foregoing provision of Paragraph 22 shall survive the termination of this Agreement.
21. **INTEGRATION.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, and may not be amended, modified, supplemented or waived in any way except in writing signed by the parties (other than pricing changes provided for herein).
22. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns. This Agreement may not be assigned by the Customer without the consent of CBE. CBE may, without notifying you, assign all or any portion of this Agreement or our interest in the Equipment without your consent.
23. **SEVERABILITY.** If any provision of this Agreement shall be determined unlawful, void or unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining portions of this Agreement.
24. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart. A faxed or emailed signature of this Agreement bearing authorized signatures may be treated as an original.
25. **WAIVER. THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY.**
26. **LIMITATION OF LIABILITY. IN NO EVENT SHALL CBE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER THE CLAIM ALLEGES TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. CBE IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY, OR MADE BY YOU FOR A THIRD PARTY.**
27. **FORCE MAJEUR.** CBE shall not be liable to Customer for any failure or delay caused by events beyond CBE's control, including, without limitation: Customer's failure to furnish information; sabotage; boycotts; embargos; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; hurricane or typhoon; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental entity.
28. **NO EXPRESS OR IMPLIED WARRANTIES. CBE DISCLAIMS ALL WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.**
29. **INSURANCE.** Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the Equipment, goods and machinery.
30. **JURISDICTION.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of laws principles. All parties consent and voluntarily submit to jurisdiction and venue in the state and federal courts located in Orange County, California.
31. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing or two (2) days after sending by nationally recognized overnight courier. Notices will be sent to Customer at the "Bill to" address identified in this Agreement, and to CBE at 4A Mason, Suite A, Irvine, California 92618. You represent that: (a) you have authority to enter into this Agreement and by so doing you will not violate any law or agreement; and (b) this Agreement is signed by your authorized officer or agent. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, or agent or assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers, and any other information describing the Equipment.

CBE Office Solutions
www.cbesolutions.com

Sales and Service Agreement

Customer

Purchase Order No.	Date	Terms				Salesperson
	2/22/2023	☐ Purchase				
		☑ Lease Type	Months	Payment	Deposit	Joe Graziano
		FMV	63 Months	$232.58	N/A	

SOLD TO:	City of Rolling Hills	SHIP TO:	City of Rolling Hills
	2 Portuguese Bend Road		2 Portuguese Bend Road
	Rolling hills, CA 90274		Rolling Hills, CA 90274
	Christian Horvath		Christian Horvath
	(310) 377-1521		(310) 377-1521
	chrovath@cityofrh.net		chorvath@cityofrh.net

Equipment

Qty	Product Code	Description	Amount
1		Sharp BP-70C65 Color Copier	$ 10,945.00
1		Surge Protector	Included
1		1 x 550 Sheet Cassette plus Tandem Tray	Included
1		3K Stacking 65 Sheet Staple Finisher	Included
1		3 Hole Punch	Included
1		Multi-Folding Unit	Included
1		One Set of Toners (4 Colors)	Included
1		Installation/Training/Delivery	Included
1		Pick Up / Disposal of old Copier	Included

Notes

Maintenance Program is on a Cost Per Copy basis, to be billed Quarterly and in arrears. This is a Zero-based Program with No Minimums. $1,000.00 Trade in Allowance on the old KM copier is included in the pricing.

Sub-Total:	$ 10,945.00
9.5% Sales Tax	$ 1,039.78

Service

Includes: Labor, Parts, Consumable Supplies. Excludes: Paper, Staples

Base Rate	Zero	Billing Period (monthly if not checked)	☐ Monthly	☐		11,984.78
Monthly Allowance of Impressions		Black	0.0058	Color	0.043	
Overage Rate per Impression		Black		Color		

Overage Billing Period (monthly if not checked) ☐ Monthly ☑ Quarterly ☐ Semi-annually ☐ Annually

Acceptance

Customer Signature:	Title:	Date:
CBE Acceptance:	Title:	Date:

Locations

Corporate Office	Los Angeles and the Valleys Office	Torrance/South Bay Office	Inland Empire Office
4A Mason St	13200 Crossroads Pkwy	19191 So Vermont Ave	800 N Haven Ave
Irvine CA 92618	Suite 135	Suite 470	Suite 220
949.830.1400	Industry CA 91746	Torrance CA 90502	Ontario CA 91764

SIGNATURES BY BOTH PARTIES ACT AS A BINDING CONTRACT AND CANNOT BE CANCELLED OR TERMINATED AND CONFIRMS YOU HAVE READ AND UNDERSTAI THE MAINTENANCE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.

CELL BUSINESS EQUIPMENT: SERVICE AGREEMENT

Terms and Conditions

1. **COMMENCEMENT OF AGREEMENT.** This Agreement shall commence on the date the last party executes the attached purchase order ("Commencement Date") and shall terminate on the termination date set forth therein, unless renewed.
2. **EQUIPMENT.** "Equipment" means the equipment and supplies identified in this Agreement and/or the attached purchase order. You agree the Equipment is for your business use (not resale), and will not be used for personal, household or family purposes. To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software." You understand that and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Agreement with any license and/or agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement.
3. **SCOPE OF SERVICE.** This Agreement covers ordinary maintenance, repair, and replacements of parts required by normal use of the Equipment for the period of time specified on the face of the Agreement and/or in the purchase order. This Agreement does not cover charges for de-installation/reinstallation of Equipment if it is moved. Damage to the Equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard paper or substandard supplies, or other causes beyond the control of CBE are not covered by this Agreement and may subject Customer to a surcharge or to cancellation of this Agreement. In addition, CBE may terminate the service portion of this Agreement if the Equipment is modified, damaged, altered, or serviced by personnel other than CBE Authorized Personnel, or if parts, accessories, or components not meeting machine specifications are attached to the Equipment. This Agreement does not cover charges for repairs due to Customer or third party modifications to software or hardware.
4. **DELIVERY AND INSTALLATION.** Customer is responsible for and shall pay all delivery, installation and freight charges identified in this Agreement and/or the attached order, if any. CBE shall choose the method of delivery, and reserves the right to deliver the Equipment in installments. Delay in delivery of any installment shall not relieve Customer of its obligations under this Agreement, including the obligation to accept remaining installments. Equipment shall be installed in accordance with manufacturer's specification. At Customer's sole cost and expense, Customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements, and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, noise and power filters. Any electrical work external to the Equipment (i.e., associated peripheral equipment, power, transmission and phone lines) are not covered by this Agreement.
5. **ELECTRICAL.** In order to ensure optimum performance by the CBE equipment, it is mandatory that specific models be plugged into a dedicated line to comply with manufacturer electrical specifications.
6. **SERVICE CALLS.** Service calls under this Agreement will be made during normal business hours at the installation address(es) provided by the Customer. Travel and labor time for service calls after normal business hours, on weekend and on holidays, if and when available, will be charged at the published overtime rates in effect at the time the service call is made. CBE representatives will not handle, disconnect, or repair unauthorized attachment or components. Customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds CBE and its representatives harmless for claims for damages to any unauthorized parts, components, or accessories resulting from service performed on CBE Equipment. Labor performed during a service call includes lubrication and cleaning of the equipment, and the adjustment, repair, or replacement of parts described below.
7. **REPAIR AND REPLACEMENT OF PARTS.** All parts necessary to the operation of the Equipment, due to normal wear and tear, with the exception of the parts listed below and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement.
8. **RECONDITIONING.** Rebuilding, reconditioning, or major overhauls are not covered by this Agreement. In addition, when in its sole discretion CBE determines that reconditioning is necessary due to age or normal wear and tear to the Equipment over time, CBE will submit to the Customer an estimate of needed repairs and their cost in order to keep the equipment in working condition. If the Customer does not authorize such reconditioning, CBE may discontinue service of the equipment under this Agreement, or may refuse to renew its service agreement upon expiration of this Agreement. Thereafter, the CBE Representative may make service available on a "Per Call" basis based upon published rates in effect at the time of service.
9. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by CBE from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter reads, supply level, Equipment configuration and settings, Software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by CBE or the Equipment manufacturer. The automatic data transmission capability will not allow CBE to read, view, or download the content of any Customer documents residing on or passing through the Equipment.
10. **USE OF NON-CBE SUPPLIES.** If the Customer uses non-CBE supplies and if such supplies are defective or unacceptable for use in CBE machines and cause abnormally frequent service calls or service problems, then CBE may, at its option, assess a surcharge or terminate the service portion of this Agreement. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this Agreement, however, that the Customer only use CBE authorized supplies.
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16. **TAXES.** Customer is responsible for and shall pay all applicable taxes, including sales, use, and import taxes, along with fees or charges of any kind (including interest and penalties). This includes taxes assessed by any governmental entity on this Agreement or on the amounts payable under this Agreement ("Taxes"), which will be included in CBE's invoice. Taxes do not include taxes on CBE's income.
17. **DEFAULT.** The occurrence of the following shall constitute an Event of Default under this Agreement: (a) the Customer fails to remit any portion of any payment owed to CBE as provided by this Agreement, when due; (b) the Customer fails to duly perform any covenant, condition or limitation of this Agreement; (c) a petition is filed by or against Customer or any guarantor under any bankruptcy or insolvency law; (d) any representation made by Customer is false or misleading in any material respect; (e) Customer becomes insolvent, is liquidated or dissolved, merges, transfers a material portion of its ownership interest or assets, stops doing business, or assigns rights or property for the benefit of creditors.
18. **REMEDIES.** If Customer defaults, CBE may, in addition to its other remedies: (a) require immediate payment of all amounts due under the Agreement, plus the fair market value of the Equipment for which full payment has not been made in full, plus interest at the rate of 1.5% per month (not to exceed the maximum amount permitted by law), plus all applicable taxes; (b) terminate this Agreement and/or declare any other agreements between Customer and CBE in default; (c) require you to return all Equipment for which payment in full has not been made; (d) charge you for expenses incurred in connection with enforcement of our remedies; (e) refuse to service the Equipment; and (f) furnish service on a C.O.D. "Per Call" basis based upon published rates in effect at the time of service. If CBE elects to terminate this Agreement as a result of Customer's default, CBE shall submit to Customer an itemized invoice for all fees and expenses due, including any Per Call fees, and shall be entitled to payment for all work in progress plus reimbursements for out-of-pocket expenses. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right(s).
19. **COSTS AND ATTORNEYS' FEES.** CBE shall be entitled to recover from Customer all costs and expenses, including, without limitations, attorneys' fees and disbursements, incurred by CBE in connection with actions taken by CBE or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on CBE's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any action or proceedings arising out of relating to any CBE transactions with Customer.
20. **DEFENSE AND INDEMNITY.** You are responsible for all losses, damages, claims, injuries, attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party claims, or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition, or possession. You agree to hold CBE harmless, to defend, and to indemnify CBE against all Claims, although CBE reserves the right to control its defense and to select or approve defense counsel. Customer agrees that, if it assumes CBE's defense, it will not settle any claim that results in any liability to CBE without first obtaining CBE's prior written consent. In the event Customer fails to defend such action, CBE may do so and recover from Customer all costs and expenses, including attorneys' fees incurred in connection therewith. The foregoing provision of Paragraph 22 shall survive the termination of this Agreement.
21. **INTEGRATION.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, and may not be amended, modified, supplemented or waived in any way except in writing signed by the parties (other than pricing changes provided for herein).
22. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns. This Agreement may not be assigned by the Customer without the consent of CBE. CBE may, without notifying you, assign all or any portion of this Agreement or our interest in the Equipment without your consent.
23. **SEVERABILITY.** If any provision of this Agreement shall be determined unlawful, void or unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining portions of this Agreement.
24. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart. A faxed or emailed signature of this Agreement bearing authorized signatures may be treated as an original.
25. **WAIVER. THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY.**
26. **LIMITATION OF LIABILITY. IN NO EVENT SHALL CBE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER THE CLAIM ALLEGES TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. CBE IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY, OR MADE BY YOU FOR A THIRD PARTY.**
27. **FORCE MAJEUR.** CBE shall not be liable to Customer for any failure or delay caused by events beyond CBE's control, including, without limitation, Customer's failure to furnish information; sabotage; boycotts; embargos; labor disputes, accidents; shortages of labor, fuel, raw materials, machinery, or equipment, technical failures, fire; storm; flood; earthquake; hurricane or typhoon; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental entity.
28. **NO EXPRESS OR IMPLIED WARRANTIES. CBE DISCLAIMS ALL WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.**
29. **INSURANCE.** Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the Equipment, goods and machinery.
30. **JURISDICTION.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of laws principles. All parties consent and voluntarily submit to jurisdiction and venue in the state and federal courts located in Orange County, California.
31. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing or two (2) days after sending by nationally recognized overnight courier. Notices will be sent to Customer at the "Bill to" address identified in this Agreement, and to CBE at 4A Mason, Suite A, Irvine, California 92618. You represent that: (a) you have authority to enter into this Agreement and by so doing you will not violate any law or agreement; and (b) this Agreement is signed by your authorized officer or agent. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, or agent or assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers, and any other information describing the Equipment.

Office Solutions

Cell Business Equipment

TOTAL IMAGE MANAGEMENT SM

TB

Agreement No. _____ R12

EQUIPMENT DESCRIPTION

Equipment MFG Model & Description	Serial Number	Accessories
Sharp BP-70C65 Color Copier		550 Sheet Cassette + Tandem Tra
		Finisher, Stapler, 3 Hole, Folding

☐ See attached schedule for additional Equipment / Accessories

Billing Address: 2 Portuguese Bend Road, Rolling Hills, CA 90274

Equipment Location: SAME

SUPPLIER

Cell Business Equipment
4 Mason Ste. A
Irvine, CA 92618

TRANSACTION TERMS

Term: 63 (months) Minimum Monthly Payment: $232.58 (plus applicable taxes)

Excess Per Image Billing Preference (monthly if not checked)

☑ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Supplier Fuel/Freight Fee: $_____ per month (Not to exceed $75.00 per month)

The following additional payments are due on the date this Agreement is signed by you:

Advance Payment: $N/A (plus applicable taxes) Applied to: ☐ First ☐ Last

Document Fee: $75.00 (included on first invoice)

Image Type	Minimum Number of Images	Excess Per Image Charge
Black/White	Zero	$0.0058 per copy
Color	Zero	$0.043 per copy

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF OWNER AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN IOWA OR THE STATE OF OWNER OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AS ELECTED BY OWNER OR ITS ASSIGNEE, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. IF OWNER OR ITS ASSIGNEE SHALL BRING ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER THIS AGREEMENT, YOU HEREBY IRREVOCABLY AGREE THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF IOWA OR THE STATE OF THE OWNER OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR IN ANY OTHER COURT OR COURTS HAVING JURISDICTION OVER YOU OR YOUR ASSETS, ALL AT THE SOLE ELECTION OF THE OWNER OR ITS ASSIGNEE. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. COMMENCEMENT OF AGREEMENT. Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. IMAGE CHARGES. Each month during the Term of this Agreement, you agree to remit to us the Minimum Monthly Payment ("Minimum Payment") and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Minimum Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any Equipment designated "Service Only"), you shall continue to pay us all Minimum Payments and Excess Per Image Charges without deduction or withholding of any amounts. You authorize us to adjust the Minimum Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier. You agree to pay us an interim payment from and including the Commencement Date through, but not including, the payment due date of the month next following the Commencement Date (the "Interim Rent Period") at a rate equal to 1/30th of the Minimum Payment set forth herein for each calendar day during the Interim Rent Period.

3. OTHER CHARGES. You agree to: (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. You agree, at

OWNER ("We", "Us")

Cell Business Equipment

By: X _____

Name: _____

Title: _____ Date: _____

CUSTOMER ("You")

City of Rolling Hills
(Customer Full Legal Name)

By: X _____

Name: _____ Title: _____

Date: _____ Federal Tax ID: _____

our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each month our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" not to exceed 10% of the original asset cost per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we deem appropriate. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of $25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly Fuel/Freight Fee, specified on page 1 of this Agreement, which will be remitted by us to the Supplier.

4. **LATE CHARGES**. For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or $35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE**. The Supplier identified on page 1 of this Agreement ("Supplier") has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that: (a) the Supplier is solely responsible for all service maintenance of the Equipment set forth herein; (b) in the event that we assign this Agreement, our assignee (1) shall not be responsible for any service, repair or maintenance of the Equipment; and (2) will bill (on a pass through basis) on behalf of Supplier any applicable Excess Per Image Charges and the portion of the Minimum Payment attributable to service maintenance of the Equipment, whether "Service Only" or not; and (c) no assignee of us shall be a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Agreement without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; (4) the portion of the Minimum Payment which relates to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment; and (5) such "Service Only" Equipment may be added to or deleted from its Agreement by written notice from Supplier to us; provided that such addition or deletion does not modify the Minimum Payment or any other terms of this Agreement.

6. **INDEMNITY**. You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Agreement to be correct or caused by your acts or omissions inconsistent with such assumption or this Agreement. In the event of any such loss, we may increase the Minimum Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE**. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments and other charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you from your payment obligations under this Agreement.

8. **INSURANCE**. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than $300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may not be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT**. You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES**. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT**. If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to return all, but not less than all, of the Equipment. IF YOU DO NOT PROVIDE US WITH SUCH WRITTEN NOTICE AND RETURN ALL OF THE EQUIPMENT AT THE END OF THE TERM, THEN THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS, AND THEREAFTER ON A SUCCESSIVE MONTH-TO-MONTH BASIS (THE ADDITIONAL 12 MONTH TERM AND SUCCESSIVE MONTHLY RENEWALS, EACH A "RENEWAL TERM") and all of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Minimum Payments, Excess Per Image Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). If you are in default, or at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

12. **ASSIGNMENT**. You may not assign or dispose of any rights or obligations under this Agreement or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS**. Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Agreement and by so doing you will not violate any law or agreement; and (b) this Agreement is signed by your authorized officer or agent. This Agreement is the entire agreement between us, and cannot be modified except by another document signed by us. This Agreement is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR THE SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Agreement is reflected in the Minimum Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION**. This Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Agreement; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures; and (d) at our request, you, who executed this Agreement and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Agreement containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement.

PHONE: (949) 830-1400
ADDRESS: 4 A MASON, IRVINE, CA 92801
WEB SITE: www.cbeofficesolutions.com

Meter Collection

This Addendum supplements the existing business relationship between CBE Office Solutions; and _____ and is effective as of _____.

In order for CBE to provide the best possible service to our customers and to provide 100% accuracy in our billing of our customers, CBE has developed a Managed Print Services program that enables CBE to remotely collect meter reads, automate supply fulfillment and report service information for managing fleets of copiers, printers, fax machines, and multi-functional devices. To help us to do this we need your agreement to the following:

BACKGROUND RECITALS: Both parties desire to supplement their business relationship to include the provision of remote meter reading services and certain other functionality defined below. By mutual agreement both parties agree as follows:

1. Description: CBE provides cost recovery and remote meter collection solutions from Print Audit Inc. – Facilities Manager, part of the remote meter collection suite uses a small software program called the Information Collection Engine (ICE) to perform periodic scans in the environment in which it is installed. (ICE) creates a scan file in XML format, encrypts it and sends it to Print Audit's secure server as a zipped file. No personal information is collected or sent from Facilities Manager. Only the following information is gathered and transmitted to Print Audit's secure server:

- Make, Model, Location, Serial Number
- IP Address - MAC Address
- Page Counts
- Toner levels <option>
- Status / Alerts (e.g. out of paper, paper jam) <option>

2. Activation: CBE's MPS technician and or Customer will install Print Audit Facilities Manager (ICE) on a mutually agreed upon server or computer dedicated for this purpose. You will need to provide the location and name of the server / computer the software will be installed on. The designated computer must be connected to your network and have internet access. Additional information will be required for multiple locations / networks (Subnets, VLans) Note: Print Audit Facilities Manager (ICE) is only available to customers that are covered by a valid maintenance agreement.

3. Cost of Services & Termination. There are no additional fees for the basic Print Audit Facilities Manager license provided by CBE. At any time you may request that the Print Audit Facilities Manager license be deactivated. We may deactivate the Print Audit Facilities Manager license if you attempt to use it for any improper use or use with another vendor.

4. Ownership, Use & Security of Data. CBE retains all rights and interest to the data collected by Print Audit Facilities Manager (ICE), which it may use or provide to third parties authorized by CBE to provide better service to you. CBE may also use the data for its regular business purpose including but not limited to research, and marketing. So long as the information is not attributed or identifiable to you, CBE may "sanitize" the data and provide it to third parties for research, marketing and similar business purposes. Except for the limited data captured by Print Audit Facilities Manager (ICE), this Agreement does not grant CBE any rights to your documents or information. CBE may dispose of the data at any time when it is no longer necessary for CBE's own business purposes and without notice to you. CBE uses reasonable available technology and security procedures to maintain the security of Print Audit Facilities Manager (ICE) and the data gathered from the solution: however, you acknowledge that no provider can absolutely prevent interception of data or guaranty security of information maintained on computers on the Internet.

5. Ownership of Intellectual Property. Print Audit Facilities Manager (ICE) technology is confidential and proprietary information of Print Audit Inc. and/or it licensors protected by copyright, trade secret and other laws and treaties. Print Audit Inc. and/ or its licensors retain all right, title and interest in and all intellectual property associated with Print Audit Facilities Manager (ICE). CBE is an intended beneficiary of this Addendum.

6. No Other Modifications. Except as specifically modified by this Addendum the terms of the business relationship remain unchanged. Intending to be legally bound, both parties must have signed this Addendum, effective as of the date shown above.

Customer:		Authorizations:
City of Rolling Hills		**Meter Request.** This addendum will in no way prohibit CBE from requesting meters in an alternative method. Print Audit Facilities Manager (ICE) software requires the print device(s) to be connected to the network and turned on in order to collect the data. The computer hosting the Print Audit Facilities Manager (ICE) software will also have to be on at the time the software is set to collect the data. ***If meter information cannot be obtained using our automated method the customer will be contacted for meters via email, fax and or by phone.***
Company		
2 Portuguese Bend Road		
Address		
Rolling hills, CA 90274		
City State Zip		
Christian Horvath	(310) 377-1521	
Contact	Phone	
chrovath@cityofrh.net		
Email Address		

Please Initial	Accepted		Declined	
Server / Computer Location:				

Authorized Signature _____ **Title** _____ **Date** _____

Agenda Item No.: 13.B
Mtg. Date: 02/27/2023

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

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

SUBJECT: **RECEIVE AND FILE A POTENTIAL FINANCING PLAN FOR CITY HALL ADA IMPROVEMENTS CONSTRUCTION**

DATE: **February 27, 2023**

BACKGROUND:
In December 2019, the City released a Request For Proposal for Architectural and Engineering Design Services to prepare ADA Improvement Plans for the Rolling Hills City Hall, excluding building exterior path of travel. At the January 27, 2020 City Council Meeting, City Council considered and approved a Professional Services Agreement with Pacific Architecture and Engineering, Inc. (PAE) to prepare Improvement Plans (ADA and Space Planning). A kick off meeting with PAE was held February 27, 2020. At the May 26, 2020 City Council Meeting, City Council received a presentation from staff on the options developed to bring the restrooms up to date and comply with ADA and related codes. At the July 13, 2020 City Council Meeting, City Council received a presentation from staff with additional information to the two preferred options including opinions of probable costs of construction. At the July 13, 2020 City Council Meeting, City Council voted to move forward with the more economic Option 2 which kept the restrooms in the same location.

PAE submitted the 65% plans for City review on March 9, 2021. This submittal incorporated the restroom option selected at the July 13, 2020 City Council Meeting. The City has reviewed the 65% plans with comments. Before City review comments are returned to PAE to further develop the plans to 90% design, City Council recommended that the City Council revisit the layout options.

At the June 28, 2021 meeting, the City Council directed staff to add measurements to option 1 layout for additional discussion at the July 12, 2021 meeting. Using the measurement shown for option 1 in the City Hall lobby area, staff also taped the floor of the lobby to locate the proposed public counter. At the July 12, 2021 meeting, the City Council delayed to item to the July 26, 2021 meeting. At the September 13, 2021 meeting, staff recommended the inclusion of accordion doors along with the possibility of expanding the lobby area by moving the glass partition wall out. Additional suggestions were made to use French doors and remove an existing interior wall behind the display case to expand the lobby area of City Hall to

accommodate the number of residents that attend the annual holiday house event. The City Council directed staff to bring back City Hall ADA Improvements project at a future City Council meeting so that the City Council can provide direction to staff on the next steps.

At the October 25, 2021 meeting, staff presented a third option prepared by staff for consideration. Option 3 took into consideration the City Council's feedback from the September 13, 2021 meeting. Option 3 proposed by staff includes pushing the existing line of wall at the front door to the City Hall, moving one of the three All Gender restrooms to the newly expanded space and enclosing the hallway to the Council Chambers to allow for a meeting room. The City Council favored Option 3 but decided to hold off on giving staff direction on the next steps until the City Council has an opportunity to consider all the capital improvement projects at the 2022 Strategic Planning Workshop.

At the April 25, 2022 meeting, City Council provided direction to staff to proceed with the City Hall ADA Improvement Project with Option 3 and approved a contract amendment with PAE in the amount of $96,485 to complete the construction documents (fee includes bid support and construction administration).

DISCUSSION:
Schematic Design Plans were submitted to the City in August 2022 for confirmation of the layout and PAE proceeded with construction documents. 100% Plan Check Set documents are scheduled to be completed and submitted for plan review on April 7, 2023 and 100% Construction Documents are scheduled to be completed and submitted on June 27, 2023.

The City submitted an application to California Joint Powers Insurance Authority (CJPIA) in 2021 for a loan to fund the costs of the City Hall ADA Improvement project was approved for a loan in the amount of $300,000. Staff reached out to CJPIA to apply for additional funding (loan) from CJPIA in September 2022 and was informed the program was on hold until 2023. Staff has reached out to CJPIA in 2023 to confirm if the program has restarted and if the City can proceed with an application for additional loans for the City Hall ADA Improvement Project and awaits a response from CJPIA. CJPIA informed the City they have not restarted the program for 2023, however, there may be an opportunity to amend the existing proposal to request a larger loan amount. Staff has engaged in discussion with CJPIA to confirm the previous application can be amended and if there are any limits to the amount that can be requested.

FISCAL IMPACT:
The adopted Fiscal Year 2022-2023 budget did not include construction fund for the City Hall ADA Improvement project. Given the progress on the architectural and engineering plan development, construction is anticipated in Fiscal Year 2023-2024. In anticipation of the upcoming budget planning for Fiscal Year 2023-2024, if the City Council should direct staff to pursue a loan through CJPIA for the entire estimated amount of construction cost for the project, the proposed budget would be built accordingly. If the City Council decides not to pursue the CJPIA loan, staff would recommend using the General Fund Reserve to fund the construction of the City Hall ADA Improvement project.

RECOMMENDATION:
Receive and File a potential financing plan for the City Hall ADA Improvement Project.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.A
Mtg. Date: 02/27/2023

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 FAA'S TWO NEW DEPARTURE PROCEDURES OPPOSED BY THE RPV AND LAWA (WILSON)**

DATE: **February 27, 2023**

BACKGROUND:
This item is on the agenda at the direction of Mayor Wilson.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:
CL_AGN_CC_230227_RPV_Council_Letter_to_FAA.pdf
CL_AGN_CC_230227_RPV_Report_without_Attach_A_C.pdf

CITY OF RANCHO PALOS VERDES

BARBARA FERRARO, MAYOR
JOHN CRUIKSHANK, MAYOR PRO TEM
ERIC ALEGRIA, COUNCILMEMBER
DAVID L. BRADLEY, COUNCILMEMBER
PAUL SEO, COUNCILMEMBER

February 7, 2023

Via Email

Erik Amend
Acting Regional Administrator
Federal Aviation Administration
777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

SUBJECT: Letter Opposing the FAA's Two New Departure Procedures – STHBY and KYLOW

Dear Mr. Amend:

On February 7, 2023, the Rancho Palos Verdes City Council held a regular meeting that included a City staff report on the City's participation in the LAX Community Noise Roundtable and the FAA's latest proposal to implement two new departure procedures titled STHBY and KYLOW from LAX. These departure procedures, due to their proximity to the Palos Verdes Peninsula, pose a threat to the nighttime tranquility this community currently enjoys and is thereby vehemently opposed by the City of Rancho Palos Verdes.

This City Council, and the community it represents, are also dismayed by the lack of notification from the FAA about the proposal. These concerns have already been expressed to you by the Los Angeles World Airports (LAWA) staff in their letter to the FAA dated December 12, 2022 (see attachment). We echo their comments and as such, the City Council requests the following items be considered:

1. That the FAA revise the two new proposed departure procedures named STHBY and KYLOW to ensure that passenger jets are prohibited from initiating turns prior to the shoreline.
2. That the FAA use the existing waypoint PEVEE, which is farther away from the Peninsula than the new waypoint STHBY, which is approximately half a mile closer to the Peninsula.
3. That the FAA place a specific notation, "For use only when nighttime noise abatement procedures are in effect," for new departure procedures.

It is disheartening that your proposal lacks community outreach and that there has been a complete disregard for the many years it took to develop the existing noise abatement procedures with Roundtable communities. Should the FAA decide to implement its new

route proposals, this action will significantly erode the public trust that took many years to foster. Therefore, we implore you to give serious consideration to the above requests as we believe these measures would safeguard the Peninsula from unwanted aircraft noise and could provide the FAA with the improved, safer airspace it is seeking.

Sincerely,

Barbara J Ferraro

Barbara Ferraro
Mayor, City of Rancho Palos Verdes

cc: Rancho Palos Verdes City Council and City Manager
Faviola Garcia, FAA Western-Pacific Acting Deputy Regional Administrator
Jacki Bacharach, Executive Director, South Bay Cities Council of Governments

Enclosure: LAWA letter to FAA dated December 12, 2022

LOS ANGELES WORLD AIRPORTS

December 12, 2022

Mr. Erik Amend
Acting Regional Administrator
Federal Aviation Administration
Western-Pacific Region
777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

RE: LAWA's Comments on Two New Departure Procedures – STHBY and KYLOW

Dear Mr. Amend:

Los Angeles World Airports (LAWA) recently received a notification from the Federal Aviation Administration (FAA) indicating that the agency is proposing to amend one flight procedure and create two new flight procedures at LAX. The stated purpose for these proposed procedures is to provide greater air traffic separation between departures and arrivals during Over-Ocean noise abatement configuration from 12 AM to 6:30 AM, and to improve the safety and efficiency of the airspace during that same period. These proposed procedures are currently scheduled to be published on February 28, 2023.

Upon review of the proposed flight procedures, LAWA is very concerned that these departure operations will not be consistent with the LAX No Turn Before Shoreline policy, will result in more departures flying closer to coastline communities in the South Bay and Palos Verdes Peninsula, and will be used at times other than when Over-Ocean noise abatement configurations are in effect. If FAA cannot specifically resolve the items of concern, then LAWA will not support the implementation of these proposed procedures as currently designed.

LAWA is also very concerned that this information was not shared with potentially affected communities earlier in the process, and that airport staff were not invited to participate in any working groups that were convened to discuss the proposed procedures. It seems the process for FAA requested flight procedure changes is not transparent and does not include any public outreach. It should not fall solely to the airport to notify community groups, such as the LAX/Community Noise Roundtable, to inform them of the FAA's intent to publish revised or new proposed procedures within just a few months, as LAWA had to do.

The two new procedures (STHBY ONE and KYLOW ONE) will seemingly result in aircraft beginning their turns before the shoreline, which is not consistent with current noise abatement policy in place for more than the past 30 years. This

LAX

Van Nuys

City of Los Angeles

Eric Garcetti
Mayor

Board of Airport Commissioners

Beatrice C. Hsu
President

Valeria C. Velasco
Vice President

Gabriel L. Eshaghian
Nicholas P. Roxborough
Belinda M. Vega
Karim Webb

Justin Erbacci
Chief Executive Officer

potential increase in early turns will lower the compliance rate and cause nearby residents to notice more aircraft overflights and noise. Therefore, LAWA requests that FAA revise the proposed procedures to ensure aircraft do not initiate their turn prior to the shoreline when using the new departure procedures to maintain consistency with said policy.

Another noise concern is associated with the STHBY departure procedure, where new waypoints will result in jet aircraft flying closer to the coastline around the South Bay and Palos Verdes Peninsula. In addition, it would potentially affect southbound turboprop aircraft, currently flying offshore, to also fly closer to or over the Peninsula to maintain the required separation between jets and turboprops. This will result in residents noticing more flight activity and associated noise. For the past twenty years, LAWA, in collaboration with the FAA and the Roundtable, has made notable efforts to reduce and minimize aircraft flying over this area and does not want to see this progress eroded. FAA should relocate the new waypoints and/or use existing waypoints for that route segment so that departures fly farther away from the Peninsula.

LAWA understands that the purpose of the two new flight procedures is to address issues during nighttime Over-Ocean air traffic configuration. However, the KYLOW One Departure chart includes a vague notation restricting the use during noise abatement procedures, while the STHBY ONE procedure does not have any notation regarding this restriction. To be consistent with the intention of using these procedures only during nighttime Over-Ocean Operations to improve safety and efficiency, LAWA requests both flight procedures include the specific notation "*For use only when nighttime noise abatement procedures are in effect.*"

LAWA is aware that FAA issued Categorical Exclusions for these proposed procedures, which does not require public notification and input. However, LAWA believes FAA should still reach out to potentially affected communities, such as the City of El Segundo, to inform the public about the potential aircraft flight and noise implications associated with implementing these procedures and afford the public the chance to provide the FAA with feedback.

Thank you for the opportunity to share our concerns, which were also submitted via the IFP Information Gateway and included more technical comments that were shared with the Western Flight Procedures Team. LAWA requests FAA make efforts to address these potential issues with the proposed flight procedures, provide careful and thorough consideration of these requests, and incorporate changes into the flight procedures prior to implementation. We appreciate the recent discussion with FAA representatives regarding these issues and look forward to engaging more fully regarding the STHBY ONE and KYLOW ONE proposed departure procedures and to FAA's continued support over the years of LAWA's noise abatement efforts.

If you have any questions regarding this matter, please contact Kathryn Pantoja, Airport Environmental Manager, via email at kpantoja@lawa.org or by phone at (424) 646-6501.

Sincerely,

Samantha Bricker

Samantha Bricker
Chief Sustainability and Revenue Management Officer

SB:KP:OS

CC: Mark McClardy

CITY OF RANCHO PALOS VERDES

CITY COUNCIL **MEETING DATE:** 02/07/2023
AGENDA REPORT **AGENDA HEADING:** Regular Business

AGENDA TITLE:

Consideration and possible action to receive a status report on the City's participation in the Los Angeles International Airport (LAX) Community Noise Roundtable and the new FAA proposed departure procedures.

RECOMMENDED COUNCIL ACTION:

(1) Receive and file a status report on the City's participation in the LAX Community Noise Roundtable;
(2) Authorize the Mayor to sign a letter to FAA Western-Pacific Acting Regional Administrator Erik Amend opposing the FAA's proposal to implement two new departure procedures and mirroring the Los Angeles World Airports' (LAWA) recommended responses;
(3) Direct Staff to transmit a copy of the above-referenced letter to the mayors and city managers of El Segundo, Manhattan Beach, Hermosa Beach, Redondo Beach, Torrance, Lomita, Palos Verdes Estates, Rolling Hills Estates and Rolling Hills; and,
(4) Request the South Bay Cities Council of Governments (SBCCOG) Board of Directors place an agenda item on its next available meeting to oppose the FAA's proposal to implement two new departure procedures and to mirror LAWA's three recommendations.

FISCAL IMPACT: None

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Robert Nemeth, Associate Planner RN
REVIEWED BY: Octavio Silva, Interim Director of Community Development O.S.
APPROVED BY: Ara Mihranian, AICP, City Manager

ATTACHED SUPPORTING DOCUMENTS:

A. Draft letter to FAA Western-Pacific Acting Regional Administrator Erik Amend (page A-1)
B. Passenger Jet PV Peninsula Overflight and Altitude Data (page B-1)
C. LAWA's comments to the FAA's proposal (page C-1)
D. OSHNN Departure Flight Path (page D-1)

E. Proposed STHBY ONE Departure (page E-1)
F. Proposed KYLOW One Departure (page F-1)
G. Over-Oceans Operations Map (page G-1)
H. Early Turns Map (page H-1)
I. PEVEE Aerial Map (page H-1)

BACKGROUND:

Creation of the LAX Community Noise Roundtable

The LAX Community Noise Roundtable (Roundtable) is a voluntary advisory body whose mission is to provide an interactive forum to address aircraft noise issues associated with aircraft operations to, from, and at LAX. Its membership is composed of concerned municipal government officials, members of recognized community groups, the FAA, major airline companies, and LAWA staff. Roundtable meetings are regularly scheduled public meetings every other month that provide the public and affected communities with a forum to identify noise concerns and make recommendations to LAWA or the FAA to implement. City Staff has been an attending member since the Roundtable's inception in the early 2000s.

The central tenet of the Roundtable is to seek, with the cooperation of the FAA, ways to reduce certain types of aircraft noise (passenger jet aircraft) in a community without shifting the noise to another community. It should be noted that the FAA has complete jurisdiction concerning airspace activity, while LAWA, essentially the City of Los Angeles, manages and operates *ground-based* activities and facilities at LAX. Noise concerns produced by low-flying aircraft, such as Cessna-type models, follow the FAA's General Aviation Rules and are not within the Roundtable's purview.

DISCUSSION:

1. LAX Community Noise Roundtable and Passenger Jet Activity

The aircraft noise that is produced by passenger jets over or near Rancho Palos Verdes is generated by flights that depart LAX for easterly and southerly destinations. Passenger jets departing LAX are supposed to follow flight routes, established by the FAA, 3 to 5 miles offshore of the Rancho Palos Verdes coastline (Attachment D). However, FAA air traffic controllers will sometimes vector passenger jets from their established flight paths to alternate waypoints for a variety of authorized reasons; the typical reasons cited are the safe spacing between aircraft or operational efficiency. Passenger jet overflights, when they do occur, seem to occur during the morning hours when airlines are pressured to meet the demand for Midwest or East Coast destinations. It is City Staff's understanding that the FAA's air traffic controllers try to accommodate this rush of air traffic by controlling the vertical and horizontal spacing of aircraft along the congested offshore eastbound route. In order to keep to their safe-spacing requirements and/or operational efficiency, some aircraft are authorized by FAA controllers to vector from the published route, which means they will "shortcut" the route and cross over Rancho Palos

Verdes airspace. Most flights adhere to the offshore routes, but when they do overfly the Peninsula airspace, the overflight will typically occur in the vicinity of the intersection at Palos Verdes Drive East and Palos Verdes Drive South and in a northeast direction. Note, the altitude of most vectored passenger jets overflying the Peninsula is above 13,000 feet.

In order to monitor flight activity over or near the Peninsula, LAWA staff regularly supplies flight data to City Staff in order to observe the ebb and flow of flights throughout the year and take note of any anomalies. The latest flight data is shown in Attachment B. Relative to other communities in the region, aircraft overflights are not an hourly occurrence within the Peninsula airspace, but further reductions are expected and sought. As such, over the past few years, City Staff has transmitted numerous letters to the FAA requesting that their air traffic controllers take specific measures that would ensure pilots closely follow the published jet routes offshore and not overfly the Peninsula. As reflected in Attachment B, over the past five years there has been a steady decline in passenger jet Peninsula overflights due to the efforts of the Roundtable, the Rancho Palos Verdes City Council and community engagement.

2. FAA's New Route Proposal and City's Response

In late 2022, without consultation to the Roundtable members or impacted cities, the FAA informed LAWA staff that two new flight procedures were going to be published as soon as February 28, 2023 (Attachments E and F). These new flight routes are meant only for passenger jets departing LAX between midnight–6:30 a.m. during its Over-Ocean Operations (Attachment G). The FAA's proposal would create new waypoints (latitude/longitude points where aircraft fly to) not far from the South Bay shoreline and the Palos Verdes Peninsula shoreline, thereby potentially adversely impacting the nighttime tranquility of Rancho Palos Verdes residents. Upon hearing from LAWA about the FAA's proposal and LAWA's response to the proposal, City Staff contacted LAWA staff who confirmed that the two procedures were indeed contemplated by the FAA.

In response to the FAA's proposal, LAWA staff provided a written response to the FAA expressing concerns that the two new flight paths would bring aircraft closer to the shoreline, which would lead to coastal South Bay cities including the Peninsula cities to experience more aircraft noise (Attachment C). Furthermore, LAWA noted that the proposed flight paths have the potential to affect turbo propeller (freight) aircraft activity, which currently fly offshore, to fly closer to or over the Palos Verdes Peninsula. LAWA also admonished the FAA for not providing outreach or notice to the Roundtable members about the proposed new flight paths. To address LAWA's concern that the new flight paths will adversely affect coastal South Bay communities, including the Palos Verdes Peninsula, LAWA recommends the following changes to the FAA's new flight route proposal:

1. That the FAA revise the two new proposed departure procedures named STHBY and KYLOW to ensure that passenger jets are prohibited from initiating turns prior to the shoreline (Attachment H).

2. That the FAA use the existing waypoint PEVEE, which is farther away from the Peninsula than the new waypoint STHBY, which is approximately half a mile closer to the Peninsula (Attachment I).
3. That the FAA place a specific notation, “For use only when nighttime noise abatement procedures are in effect,” for new departure procedures.

After receiving LAWA’s response, the FAA has delayed the implementation of the new departure routes, which would have been effective on February 28, 2023. Other Roundtable members were also caught off guard about the FAA proposal, but at the Roundtable meeting on January 18, 2023, the Roundtable Chairman and LAWA staff briefly raised the topic citing that the FAA is collaborating with the LAWA staff to resolve LAWA’s written concerns. At this time, FAA and/or LAWA staff will be updating the Roundtable at a future meeting concerning these two proposed flight paths.

Nonetheless, City Staff cannot be sure that the FAA will address the concerns that LAWA has raised, which are also shared by the City. Therefore, based on the discussion above, Staff recommends that the City Council authorize the Mayor to sign a letter (Attachment A) to FAA Western-Pacific Acting Regional Administrator Erik Amend expressing the City’s vehement opposition to the proposed two new departure routes and to mirror LAWA’s three Recommendations, as noted above.

3. Transmit a Copy of the City’s Letter to South Bay Cities

To bring larger awareness to this regional issue, it is recommended that the City Council direct Staff to transmit a copy of the above-referenced letter to the mayors and city managers of El Segundo, Manhattan Beach, Hermosa Beach, Redondo Beach, Torrance, Lomita, Palos Verdes Estates, Rolling Hills Estates, and Rolling Hills. These coastal cities would equally be impacted by the FAA’s proposed new departure routes and may also want to submit similar correspondence to the FAA.

4. Request SBCCOG Board of Directors Place an Agenda Item

In addition to reaching out to some South Bay Cities, it is recommended that the City Council request the SBCCOG Board of Directors place an agenda item on its next available meeting to oppose the FAA’s proposal to implement two new departure procedures and to mirror LAWA’s three recommendations.

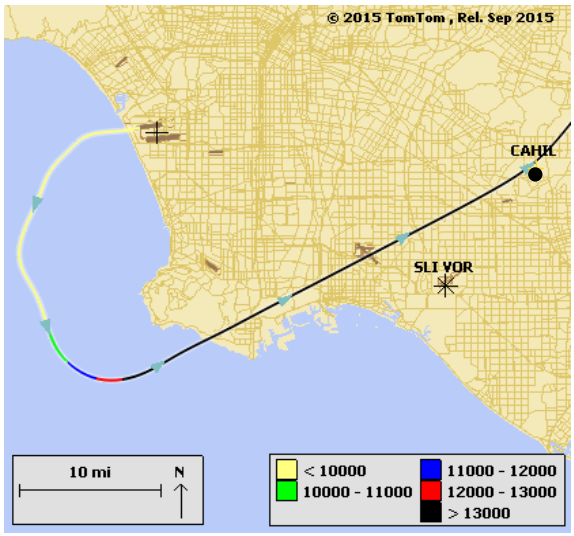
CONCLUSION:

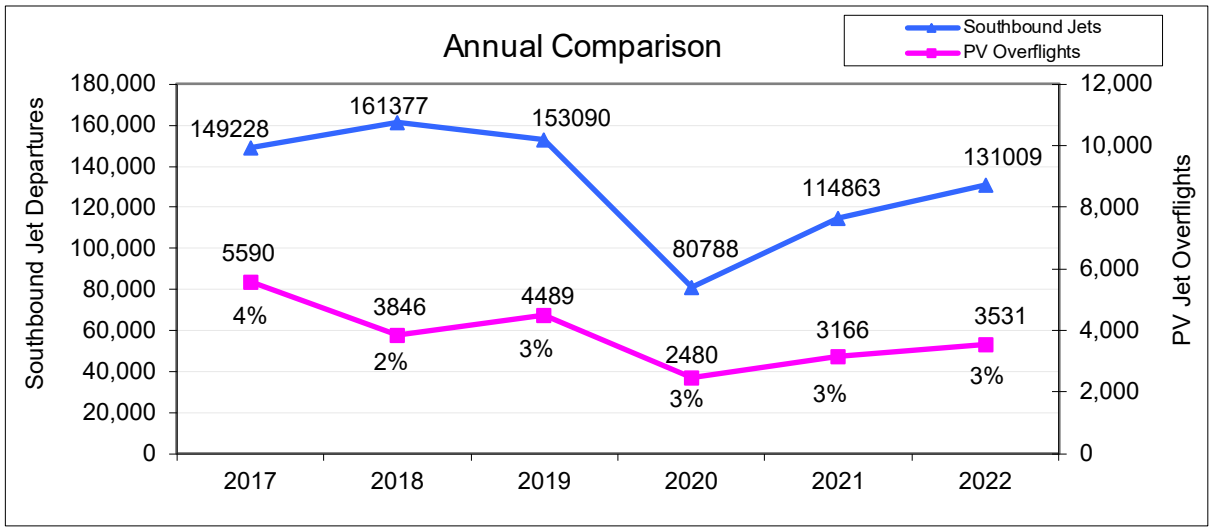
In addition to receiving and filing a status report on the City’s participation in the LAX Community Noise Roundtable, Staff recommends authorizing the Mayor to send a letter to the FAA opposing the proposed two new departure routes and sharing the City’s letter with other South Bay Cities and the SBCCOG.

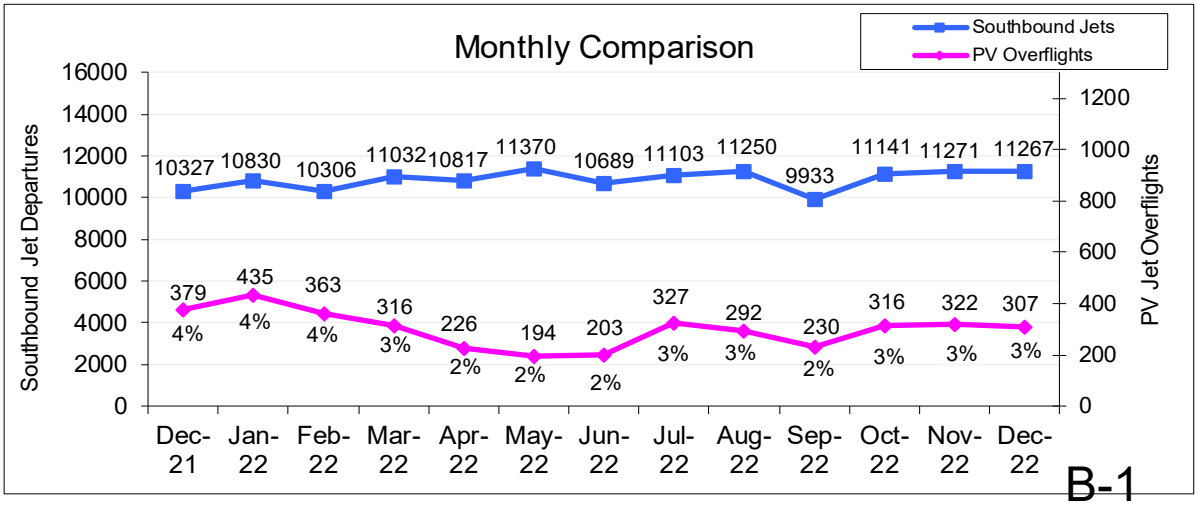
Palos Verdes Peninsula – Jet Overflights

The graphs below show the total number of jets turning south upon departure from LAX and the number of those departures that fly over the Palos Verdes Peninsula.

Sample Jet Departure Flight Track Over PV Peninsula

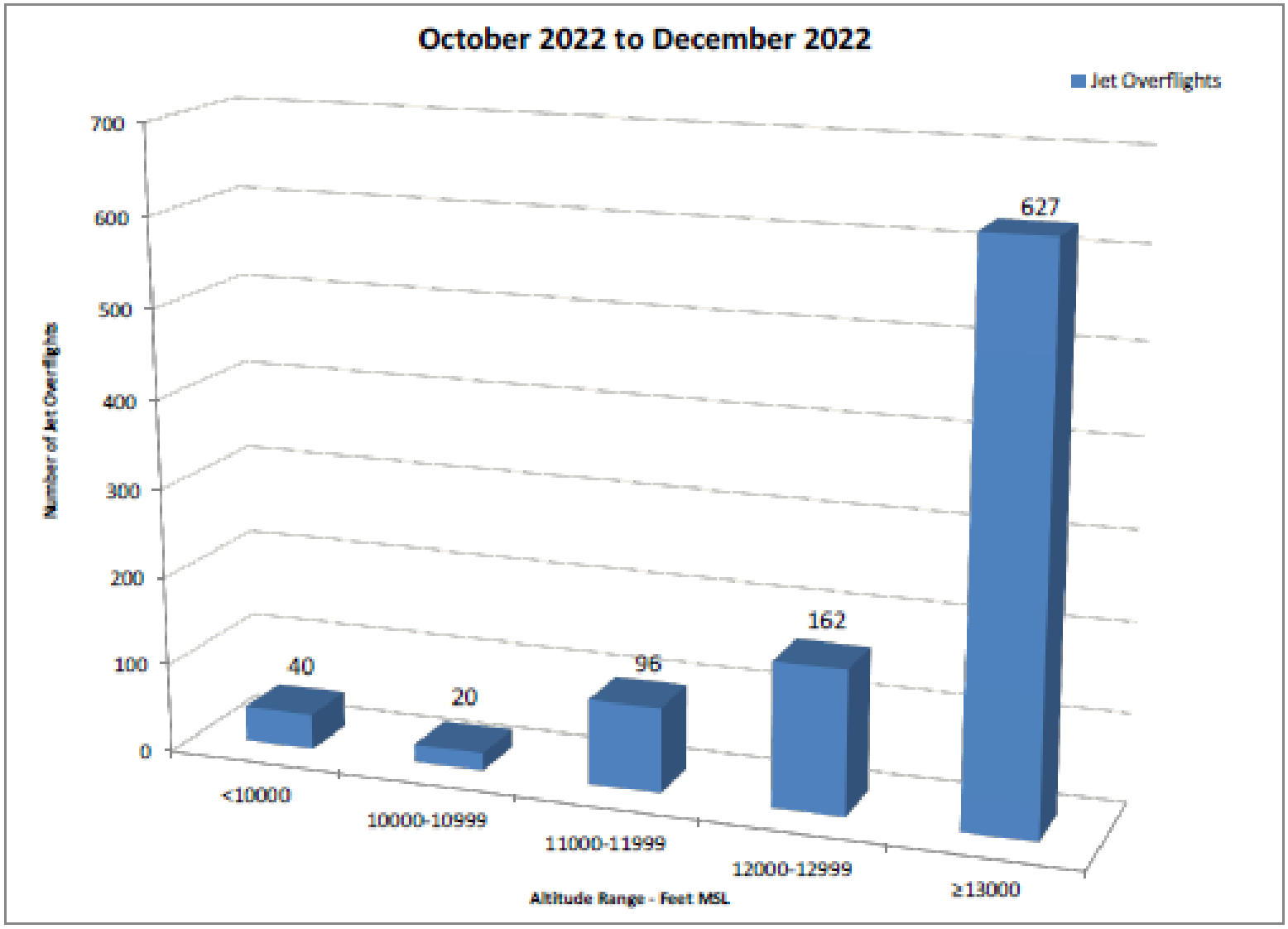






B-1

Jet Altitudes over PV Peninsula



OSHNN EIGHT DEPARTURE (RNAV)

(OSHNN8.OSHNN) 17AUG17

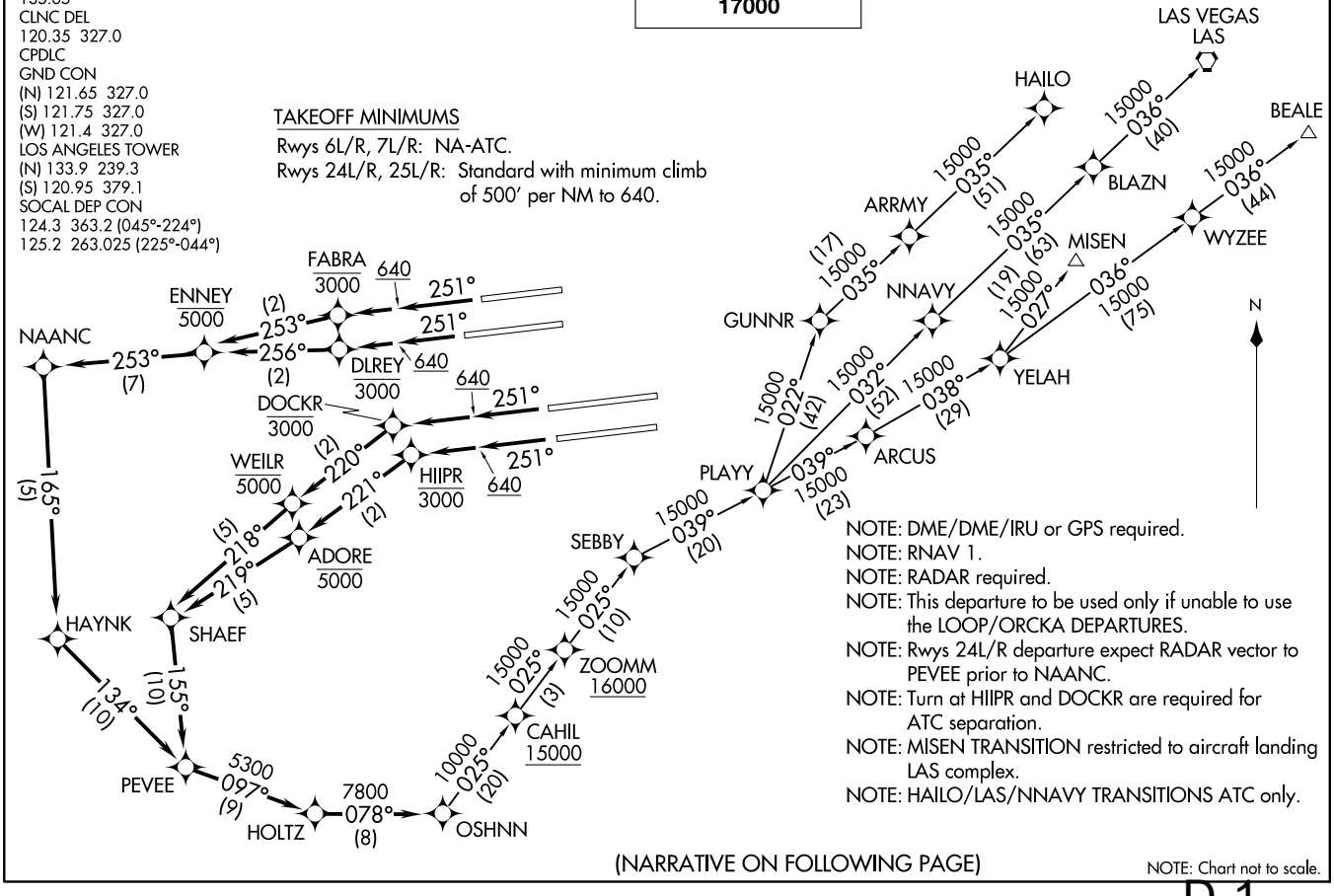
LOS ANGELES, CALIFORNIA

LOS ANGELES INTL (LAX)

D-ATIS DEP
135.65
CLNC DEL
120.35 327.0
CPDLC
GND CON
(N) 121.65 327.0
(S) 121.75 327.0
(W) 121.4 327.0
LOS ANGELES TOWER
(N) 133.9 239.3
(S) 120.95 379.1
SOCAL DEP CON
124.3 363.2 (045°-224°)
125.2 263.025 (225°-044°)

TOP ALTITUDE: 17000

TAKEOFF MINIMUMS
Rwys 6L/R, 7L/R: NA-ATC.
Rwys 24L/R, 25L/R: Standard with minimum climb of 500′ per NM to 640.



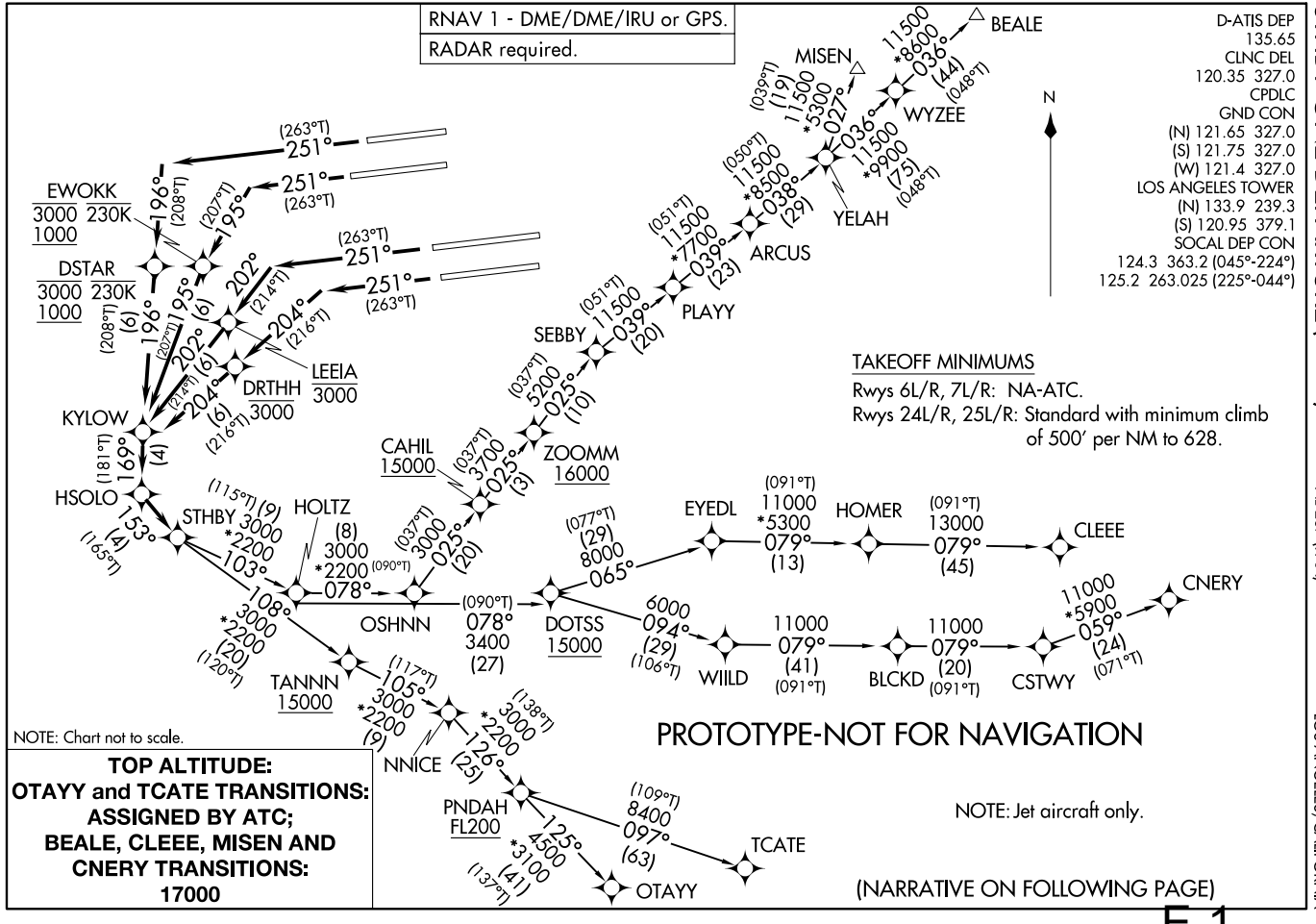
NOTE: DME/DME/IRU or GPS required.
NOTE: RNAV 1.
NOTE: RADAR required.
NOTE: This departure to be used only if unable to use the LOOP/ORCKA DEPARTURES.
NOTE: Rwys 24L/R departure expect RADAR vector to PEVEE prior to NAANC.
NOTE: Turn at HIIPR and DOCKR are required for ATC separation.
NOTE: MISEN TRANSITION restricted to aircraft landing LAS complex.
NOTE: HAILO/LAS/NNAVY TRANSITIONS ATC only.

(NARRATIVE ON FOLLOWING PAGE)

NOTE: Chart not to scale.

(OSHNN8.OSHNN) 17341

AL-237 (FAA)



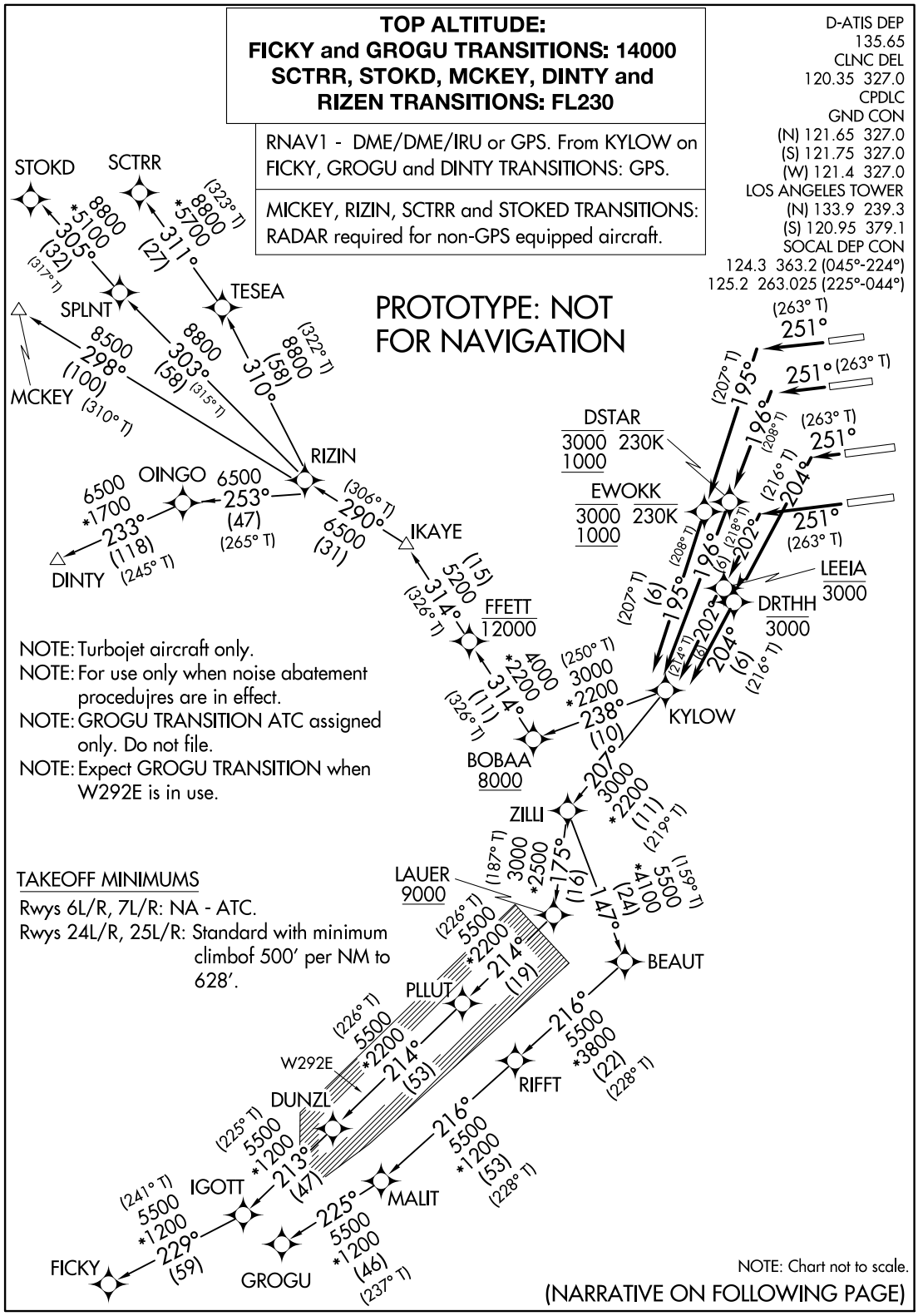
(STHBY1.STHBY) FIG
STHBY ONE DEPARTURE (RNAV)
AL-237 (FAA)
LOS ANGELES INTL (LAX)
LOS ANGELES, CALIFORNIA

(KYLOW1.KYLOW) FIG

KYLOW ONE DEPARTURE (RNAV)

AL-237 (FAA)

LOS ANGELES INTL (LAX)
LOS ANGELES, CALIFORNIA



KYLOW ONE DEPARTURE (RNAV)

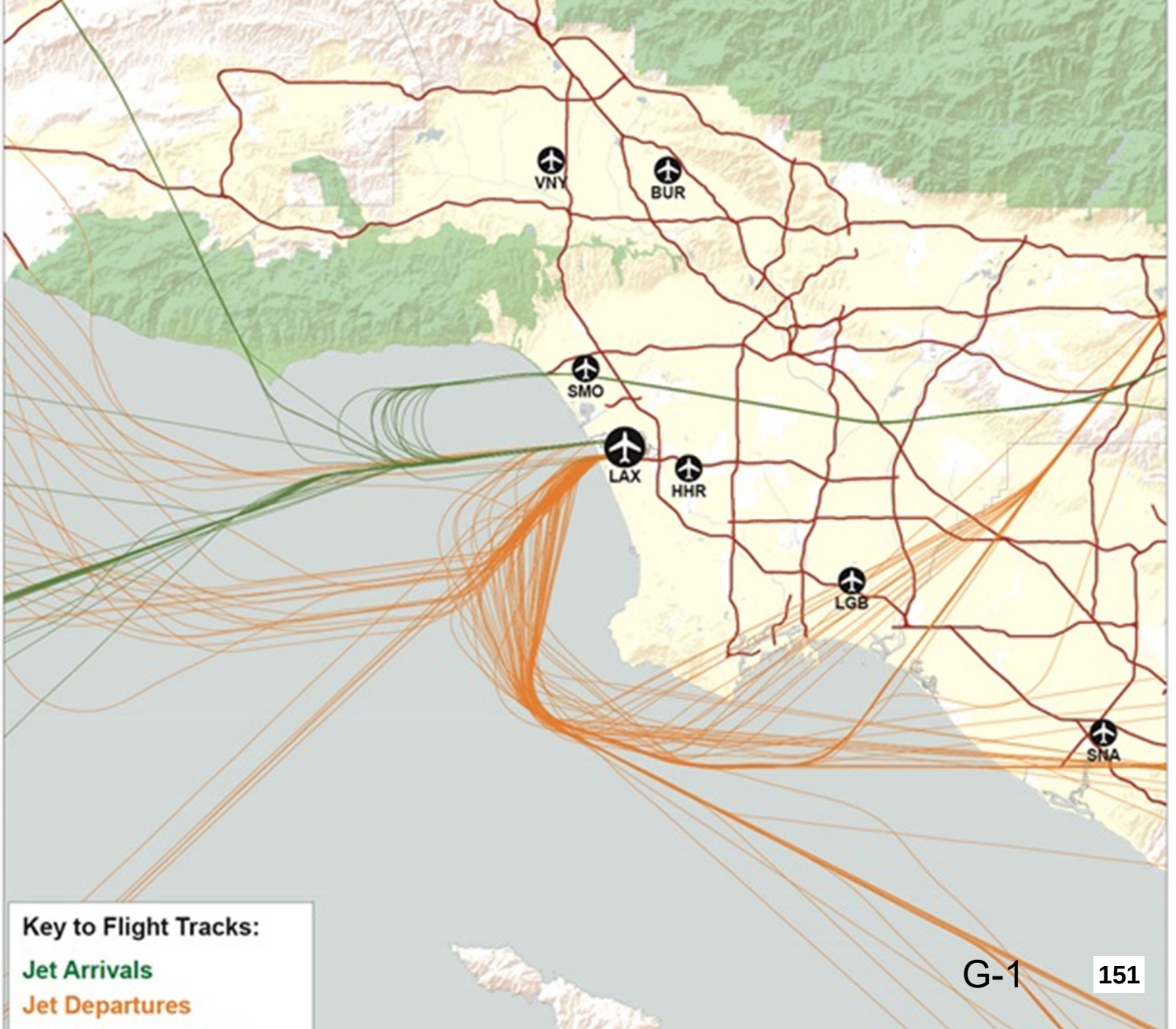
LOS ANGELES, CALIFORNIA
LOS ANGELES INTL (LAX)

(KYLOW1.KYLOW) FIG

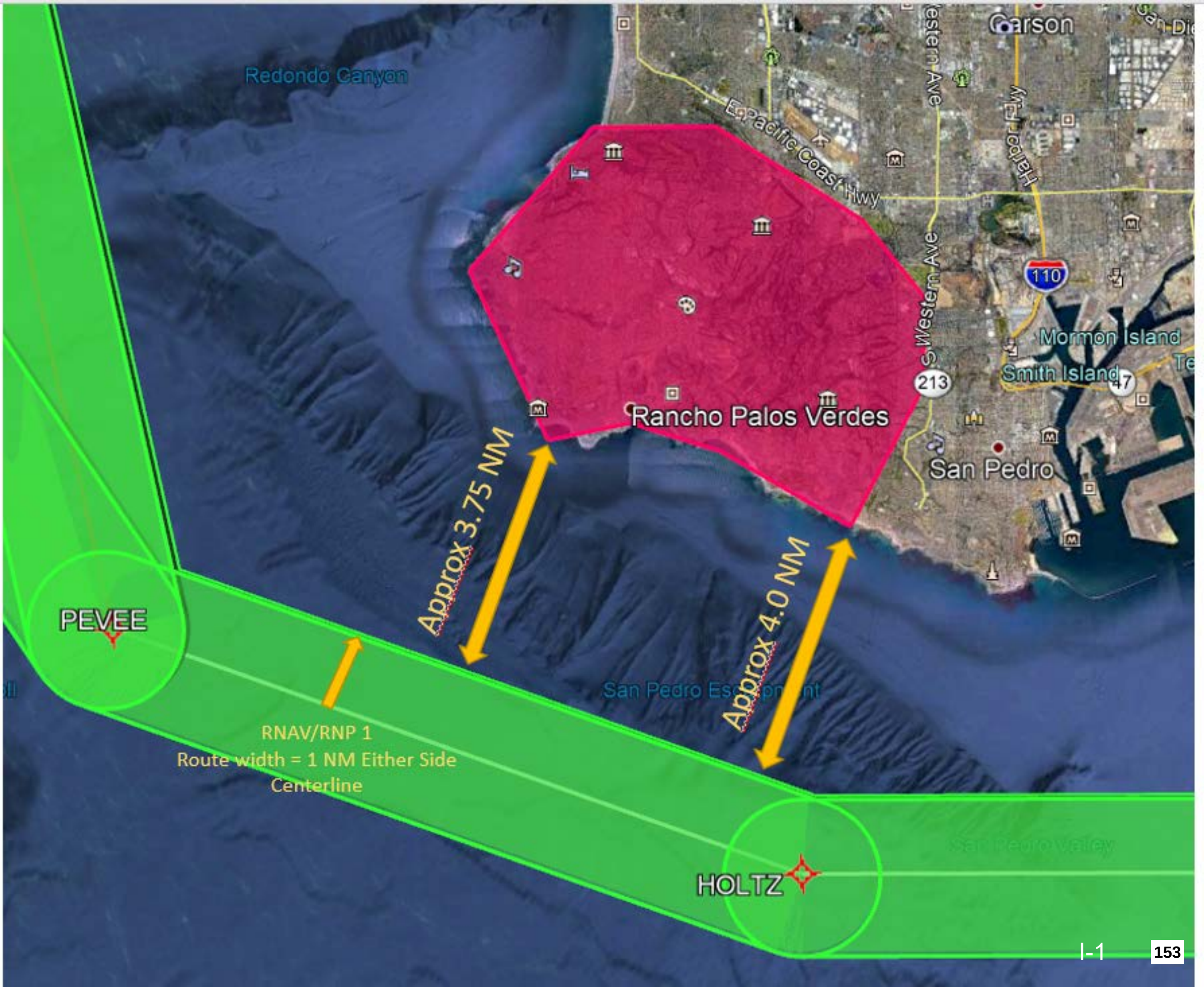
AUTOMATED AL-237 KYLOW DEPARTURE

SW-3

20 SEPT 2022
COMPILER: CG
REVIEWER:
DBL CHKR:
EFF: FIG


VNY
BUR
SMO
LAX
HHR
LGB
SNA
Key to Flight Tracks:
Jet Arrivals
Jet Departures


Standard Westerly Departures
Early Turn
Playa Del Rey Gate
Hyperion Gate
El Segundo Gate


Redondo Canyon
Pacific Coast Hwy
S Western Ave
Western Ave
Harbor Fwy
Garson
110
213
47
Mormon Island
Smith Island
Rancho Palos Verdes
San Pedro
Approx 3.75 NM
Approx 4.0 NM
PEVEE
HOLTZ
RNAV/RNP 1
Route width = 1 NM Either Side
Centerline

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 02/27/2023

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

DATE: February 27, 2023

BACKGROUND:
None

DISCUSSION:
None

FISCAL IMPACT:
None

RECOMMENDATION:
None.

ATTACHMENTS: