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, May 09, 2022** | **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. 1295 *Next Ordinance No. 376*

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

5. 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.

6. 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.*

7. 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.

7.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MAY 9, 2022

RECOMMENDATION: Approve.

CL_AGN_220509_CC_AffidavitofPosting.pdf

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

7.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: APRIL 7, 2022, APRIL 11, 2022
RECOMMENDATION: Approve as presented.
CL_MIN_220425_CC_F.pdf

7.D. PAYMENT OF BILLS
RECOMMENDATION: Approve as presented.
CL_AGN_220509_PaymentOfBills.pdf

7.E. RECEIVE AND FILE SOUTHERN CALIFORNIA EDISON'S 2022 CIRCUIT RELIABILITY REVIEW
RECOMMENDATION: Receive and file.
CL_AGN_220509_SCE_2022_ReliabilityUpdate.pdf

7.F. APPROVE THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING INC. COVERING CONSTRUCTION DOCUMENTS FOR CITY HALL ADA IMPROVEMENTS PROJECT
RECOMMENDATION: Approve professional services agreement as presented.
CA_AGR_220505_PacificArchitecture&Engineering_3rdAmendment_F.pdf
CA_AGR_200225_PacificArchitecture&Engineering_E.pdf
CA_AGR_210222_PacificArchitecture&Engineering_1stAmendment_E.pdf
CA_AGR_210621_PacificArchitecture&Engineering_2ndAmendment_E.pdf

7.G. APPROVE BOLTON ENGINEERING CORPORATION TO PERFORM A TOPOGRAPHIC SURVEY AT THE CITY HALL CAMPUS TO SUPPORT THE IMPROVEMENTS REQUESTED BY THE NEEDS OF SENIOR COMMITTEE.
RECOMMENDATION: Approve as presented and direct staff to prepare a Professional Services Agreement with Bolton Engineering Corporation.
CL_AGN_220509_Bolton_CHCampus_SurveyProposal.pdf

7.H. REPORT BY BUDGET/AUDIT/FINANCE COMMITTEE ON MEETING HELD ON APRIL 25, 2022
RECOMMENDATION: Receive and File

7.I. INVESTMENT POLICY, FINANCIAL, BUDGET AND DEBT POLICIES AND RESOLUTION NO. 953 - ASSET CAPITALIZATION POLICY
RECOMMENDATION:

Review and confirm the Investment Policy, the Financial, Budget and Debt Policies, with changes as recommended and Resolution No. 953 – Asset Capitalization Policies. Direct staff to prepare a resolution memorializing the reduction in the Self-Insured Fund Reserves.

AssetCapitalization_Policy_Resolution No. 953.pdf

Financial_Policies.pdf
Investment_Policy.pdf

8. EXCLUDED CONSENT CALENDAR ITEMS

9. COMMISSION ITEMS

9.A. ZONING CASE NO. 21-10: REQUEST FOR APPROVAL FOR A MAJOR MODIFICATION TO A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A NEW 6,094-SQUARE-FOOT RESIDENCE, 4,491-SQUARE-FOOT BASEMENT, 987-SQUARE-FOOT ATTACHED GARAGE, COVERED PORCHES, SWIMMING POOL AND SPA, 1,000-SQUARE-FOOT ACCESSORY DWELLING UNIT, AND OTHER IMPROVEMENTS FOR A PROPERTY LOCATED AT 8 MIDDLERIDGE LANE SOUTH (LOT 254-UR), ROLLING HILLS, CA 90274 (CIMMARUSTI)

RECOMMENDATION:

It is recommended the City Council receive and file Resolution No. 2022-04 and Zoning Case No. 21-10 for a property located at 8 Middleridge Lane South.

01_Development Table 8 Middleridge Lane South (ZC 21-10).pdf
EARTH-INFO.pdf
CC Reso 2019-13 (ZC 956) 8 Middleridge Ln S 7-16-19.pdf
06-18-19AgendaPacket.pdf
10019992-2021-11.PC RESOLUTION_8 Middleridge Lane.pdf
2022-04_PC_Resolution_8MiddleridgeLn_S_ZC 21-10-c1.pdf
1.1 Site Plan 4-14-22.pdf
1.2 section ADU rev 3-31-22.pdf
1.4 Site overlay.pdf
2.1 First_Floor_3.0 -08 APR 22-3.0 OVERALL FP.pdf
3.1 ADU Floor Plan.pdf
22053-EXHIBIT-1-CUTFILL-r.pdf
22053-EXHIBIT-2-SLOPE-r.pdf
1.3 planning ext elevations1.pdf

10. PUBLIC HEARINGS

11. OLD BUSINESS

12. NEW BUSINESS

12.A. CONSIDER THE ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO ADOPT THE VEHICLE CODE SECTION 25279.

RECOMMENDATION: Consider and provide direction to staff.

RA_Ltr_RHCA_2022-April-14_VehicleCode25279onALLRoads.pdf

12.B. CONSIDER ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO REPLACE SEPTIC TANK SERVING THE MAIN GATE.

RECOMMENDATION: Consider and provide direction to staff.

RA_Ltr_RHCA_2022-April-11_SepticTankReplacement.pdf

12.C. APPROVE RECLASSIFICATION OF THE CODE ENFORCEMENT OFFICER POSITION TO A PLANNER POSITION.

RECOMMENDATION: Approve as presented.
PlannerJobDescription2022.pdf

12.D. REVIEW FINANCE/AUDIT/BUDGET COMMITTEE'S RECOMMENDATION TO UPDATE THE CONSOLIDATED TAX AND FEE SCHEDULE.
RECOMMENDATION: Consider reducing the Review by Committee on Trees and Views Processing Fee from $2,000 to $1,000; specify in the fee schedule that the Processing Fee is charged by property, and provide direction to staff.

ResolutionNo1278 Fee Schedule FY21-22 Signed.pdf
Proposed_Fee_Schedule_FY22-23_Markup.pdf
CityAttorneyFeesOnOneViewCase.pdf

12.E. APPROVE UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS FOR 2022-2023.
RECOMMENDATION: Staff recommends that the City Council consider the updated City Council committee assignments and approve the assignments as presented.
CC_ASM_220509_22-23.pdf

12.F. CONSIDER SUPPORT FOR FORMATION OF PROPOSED SOUTH BAY HOUSING TRUST; AND INTEREST IN PARTICIPATING.
RECOMMENDATION: Consider and provide direction to staff.
CL_AGN_220509_Proposed_RHT_Legislation.pdf
CL_AGN_220509_RHT_TemplateSupportLetter.pdf
CL_AGN_220509_SBCCOG_LetterRE_PossibleProjects.pdf
CL_AGN_220509_RHT_OverviewPPT.pdf

13. MATTERS FROM THE CITY COUNCIL

13.A. RECEIVE AND FILE REPORT ON THE MARCH 30, 2022 FIRE FUEL COMMITTEE MEETING.
RECOMMENDATION: Receive and file.
FireFuelCommitteeMarch30-2022Agenda.pdf

14. MATTERS FROM STAFF

14.A. REVIEW OPTIONS FOR STATE OF THE CITY EVENT.
RECOMMENDATION: Provide direction to staff.

15. RECESS TO CLOSED SESSION

15.A. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION GOVERNMENT CODE SECTION 54956.9(d)(2)
RECOMMENDATION: A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, there is a significant exposure to litigation against the City.

Number of Potential Cases: 1

Letter from Californians for Homeownership dated March 3, 2022

16. RECONVENE TO OPEN SESSION

17. ADJOURNMENT - THIS MEETING WILL BE ADJOURNED IN THE MEMORY OF ROLLING HILLS RESIDENT DR. ELLIOTT BRUNNER WHO PASSED AWAY.
Next regular meeting: Monday, May 23, 2022 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.: 7.A
Mtg. Date: 05/09/2022

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

FROM: **CHRISTIAN HORVATH,**

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

SUBJECT: **APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MAY 9, 2022**

DATE: **May 09, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_220509_CC_AffidavitofPosting.pdf

Administrative Report

7.A., **File #** 1176 **Meeting Date**: 05/09/2022

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MAY 9, 2022

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	
Meeting Date & Time	May 9, 2022	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: May 5, 2022

Agenda Item No.: 7.B
Mtg. Date: 05/09/2022

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

FROM: **CHRISTIAN HORVATH,**

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: **May 09, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

Agenda Item No.: 7.C
Mtg. Date: 05/09/2022

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

FROM: **CHRISTIAN HORVATH,**

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

SUBJECT: **APPROVE THE FOLLOWING CITY COUNCIL MINUTES: APRIL 7, 2022, APRIL 11, 2022**

DATE: **May 09, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_220425_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, April 25, 2022
Regular Meeting 7:00 p.m.

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE - Mayor Pro Tem Wilson

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS – NONE

5. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to receive and file supplemental items for 7I and 11F. Motion carried unanimously with the following vote:

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

6. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: David McKinnie

7. CONSENT CALENDAR

7.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 25, 2022

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

7.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: APRIL 7, 2022, APRIL 11, 2022

7.D. PAYMENT OF BILLS

7.E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR MARCH 2022

7.F. APPROVE PROFESSIONAL SERVICES AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH THE PALOS VERDES PENINSULA LAND

CONSERVANCY TO PROVIDE ONE-YEAR FIRE FUEL MAINTENANCE SERVICE FOR PHASE 4 AREA

7.G. PULLED BY COUNCILMEMBER MIRSCH

7.H. ADOPT A RESOLUTION DENYING AN APPEAL AND UPHOLDING THE COMMITTEE ON TREES AND VIEWS' DECISION ON A VIEW PRESERVATION COMPLAINT - 61 EASTFIELD DRIVE (JUGE - COMPLAINANT) AND 59 EASTFIELD DRIVE (TAMAYO/SIERRA - VEGETATION OWNER)

7.I. APPROVE THE CITY OF ROLLING HILLS AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2021

7.J. APPROVE MINOR ADDITION TO THE EMPLOYEE HANDBOOK AND PERSONNEL POLICY MANUAL

7.K. CONSIDER AND APPROVE AMENDED CITY MANAGER EMPLOYMENT CONTRACT

City Attorney Abzug made some comments related to Item 7K as well as some minor corrections requested by Councilmember Dieringer for Item 7H.

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Wilson to approve Consent Calendar with the changes as noted by the City Attorney and excluding Item 7G. Motion carried unanimously with the following vote:

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

8. EXCLUDED CONSENT CALENDAR ITEMS

7.G. APPROVE RESPONSE TO LA WATER BOARD COMMENTS ON EWMP ADDENDUM

Motion by Councilmember Mirsch, seconded by Councilmember Pieper receive and file and approve the response to the LA Water Board comments as presented. Motion carried unanimously with the following vote:

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

9. COMMISSION ITEMS – NONE

10. PUBLIC HEARINGS – NONE

11. OLD BUSINESS AND NEW BUSINESS

11.A. DISCUSSION AND CONSIDERATION OF REQUEST BY THE NEEDS OF SENIORS COMMITTEE TO HOLD AN EVENT AT THE CITY HALL CAMPUS IN JUNE

Presentation by Elaine Jeng, City Manager

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to approve the event but with a licensing agreement set-up between the Rolling Hills Community Association (RHCA) and City for programs the RHCA holds as well as direct staff to ensure we are properly insured. Motion carried unanimously with the following vote:

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

11.B. DISCUSS POTENTIAL USES FOR THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Presentation by Elaine Jeng, City Manager

Motion by Councilmember Dieringer, seconded by Councilmember Mirsch to approve use of the funds for the Los Angeles County Sheriff's contract. Motion carried unanimously with the following vote:

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

11.C. REVIEW DESIGN PROGRESS FOR THE 8" SEWER MAIN ALONG ROLLING HILLS ROAD; AND APPROVE AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR ADDITIONAL SERVICES TO COMPLETE CONSTRUCTION DOCUMENTS

Presentation by Elaine Jeng, City Manager

Public Comment: David McKinnie, Alfred Visco

Motion by Councilmember Pieper, seconded by Councilmember Dieringer to direct staff to find out if Rolling Hills Estates and Torrance will sign-off on "Phase 1" portion of the project that connect the City Hall campus, Tennis Courts, Guard Shack only to sewer line and explore how much it would cost to find a grant writer for "Phase 2" of the sewer project. Motion carried unanimously with the following vote:

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

11.D. APPROVE LAYOUT OPTION 3 FOR THE CITY HALL ADA IMPROVEMENTS PROJECT, AND APPROVE AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING, INC. TO PROVIDE CONSTRUCTION DOCUMENTS

Presentation by Elaine Jeng, City Manager

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Wilson to approve Option 3 with a solution for the back south wall of the council chambers allowing for access by overflow public meeting attendees. Motion carried unanimously with the following vote:

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

Motion by Councilmember Pieper, seconded by Councilmember Mirsch directing staff to prepare Amendment No. 3 to the service agreement with Pacific Architecture. Motion carried unanimously with the following vote:

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

11.E. REVIEW OF CITY OF MALIBU SIREN FEASIBILITY REPORT BY MISSION CRITICAL PARTNERS, SUGGESTION BY RESIDENT, AND SUGGESTION BY COUNCILMEMBER DIERINGER REGARDING NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) WEATHER RADIO

Presentation by Elaine Jeng, City Manager

Public Comment: Judith Haenel, Alfred Visco, Arlene Honbo

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

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

11.F. APPROVE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH HQE SYSTEMS INC. COVERING SUPPLEMENTAL SERVICES FOR A NOT-TO-EXCEED AMOUNT OF $3500

Public Comment: Arlene Honbo

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to approve professional services agreement as presented and direct staff to request an estimate from HQE to explore using NOAA radios as a supplemental strategy. Motion carried unanimously with the following vote:

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

12. MATTERS FROM THE CITY COUNCIL

Councilmember Pieper requested to move to Item 12D. Without objection, so ordered by Mayor Black.

12.D. CONSIDER POTENTIAL FORMATION OF SUBCOMMITTEE CONSISTING OF MEMBERS OF THE CITY COUNCIL AND ROLLING HILLS COMMUNITY ASSOCIATION BOARD MEMBERS TO DISCUSS DRAINAGE ISSUES CITYWIDE. (MAYOR BLACK)

Presentation by Mayor Black

Motion by Councilmember Mirsch, seconded by Councilmember Pieper to form Ad Hoc Committee to meet with the Rolling Hills Community Association Board Members for discussions on citywide drainage issues and not to exceed $4000.00 in all costs to city. Motion carried unanimously with the following vote:

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

NOES: None
ABSENT: None

Motion by Mayor Pro Tem Wilson, seconded by Mayor Black to appoint Councilmembers Mirsch and Pieper to the Ad Hoc Committee. Motion carried unanimously with the following vote:

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

Mayor Black moved to back to Item 12A. Without objection, so ordered.

12.A. DISCUSS SETTING TIME LIMITS FOR PUBLIC COMMENTS AND COUNCIL COMMENTS ON AGENDA ITEMS. (MAYOR BLACK)

Presentation by Mayor Black

Public Comment: Jim Aichele, Alfred Visco, Melissa McNabb

City Council directed staff to research clocks and/or timing systems to be used during meetings. Without objection, so ordered.

12.B. DISCUSS HOLDING AN ANNUAL STATE OF THE CITY EVENT. (MIRSCH)

Presentation by Councilmember Mirsch

Public Comment: Dr. Ralph Black

City Manager Jeng suggested staff bring back some options at next meeting. Without objection, so ordered.

12.C. DISCUSS TRACKING TIME SPENT BETWEEN CITY MANAGER AND INDIVIDUAL COUNCIL MEMBERS. (MAYOR BLACK)

Presentation by Mayor Black

Motion by Mayor Black, seconded by Councilmember Mirsch to limit in person and phone meetings between Councilmembers and the City Manager to one hour in length; in addition no meeting with the City Manager shall occur on Tuesday evenings after 5pm unless it is an emergency. Motion carried with the following vote:

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

13. MATTERS FROM STAFF

13.A. FIRE FUEL ABATEMENT ENFORCEMENT AND CODE ENFORCEMENT CASES QUARTERLY REPORT FOR THE FIRST QUARTER OF 2022 (JANUARY 1 THROUGH MARCH 31)

Presentation by John Signo, Planning & Community Services Director

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

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

16. RECESS TO CLOSED SESSION

Mayor Black recessed the City Council to Closed Session at 9:56 p.m.

16.A. CONFERENCE WITH LABOR NEGOTIATORS CALIFORNIA GOVERNMENT CODE SECTION 54957.6 CITY DESIGNATED REPRESENTATIVE: CITY MANAGER UNREPRESENTED EMPLOYEE: SENIOR MANAGEMENT ANALYST CANDIDATE

17. RECONVENE TO OPEN SESSION

The City Council reconvened to Open Session at 10:08 p.m. and there was no reportable action.

18. ADJOURNMENT: 10:08 P.M.

The meeting was adjourned at 10:08 p.m on April 25, 2022. The next regular meeting of the City Council is scheduled to be held on Monday, May 9, 2022 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,

_____
James Black, M.D., Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.D
Mtg. Date: 05/09/2022

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

FROM: **CHRISTIAN HORVATH,**

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

SUBJECT: **PAYMENT OF BILLS**

DATE: **May 09, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_220509_PaymentOfBills.pdf

CITY OF ROLLING HILLS
AP22-069-070, ACH22-071-& ACH22-074-075
Check Run 04-27-2022 through 05-09-2022

Check No.	Check Date	Payee	Description	Amount
027575	4/27/2022	Abila	April -May Accounting Additional User	98.93
027576	4/27/2022	Chambers Group	Professional Service March 2022 Project 21330	10,147.37
027577	4/27/2022	Cox Communications	Phone Service March 26 - April 25 2022	153.87
027578	4/27/2022	Delta Dental	Dental Coverage May 2022	745.26
027579	4/27/2022	E. C. CONSTRUCTION	Storm Drain Repair 10% Retention (4,702.86)	42,325.70
027580	4/27/2022	Environmental Design Associates	Landscape Plan Review, MWELO Compliance	1,250.00
027581	4/27/2022	GPA CONSULTING	Project # 918 Vegetation Management - March 2022	965.00
027582	4/27/2022	County of Los Angeles	March 2022 Animal care Housing Costs	265.42
027583	4/27/2022	LA County Sheriff's Department	March 2022 Law Enforcement Services	31,696.73
027584	4/27/2022	NV5, INC.	March 2022 Services- CORH-209641 MS4 Monitoring	3,815.00
027585	4/27/2022	Palos Verdes Security Sys, Inc.	May 2022 CCTV Lease 05-01-2022 to 05-31-2022	168.00
027586	4/27/2022	Vision Service Plan - (CA)	Vision Coverage May 2022	140.98
027587	4/27/2022	Warriner Associates	Site Inspection 42 Portuguese Bend & 5 Caballeros	400.00
027588	4/27/2022	Willdan Inc.	Professional Services March 22 Project 101749.00	127.50
027589	5/9/2022	Alan Palermo Consulting	April 2022 Svcs - City HallADA, Sewer, Block Captain	1,520.00
027590	5/9/2022	Bennett Landscape	April City Hall, sprayed weeds, repaired brkn mainline	202.36
027590	5/9/2022	Bennett Landscape	Grading @ bldg PV Dr. North	1,825.00
027590	5/9/2022	Bennett Landscape	Landscape Maint Services April 2022	660.00
027590	5/9/2022	Bennett Landscape	Tree Trimming Court #1	2,550.00
CHECK TOTAL			5,237.36	
027591	5/9/2022	Cox Communications	Phone Service April 26 - May 25 2022	153.74
027592	5/9/2022	Executive Suite Services Inc.	April 2022 Monthly Janitorial Svcs	1,360.00
027593	5/9/2022	Forum Info-Tech. Inc./Levelcloud	May Cloud Hosting	4,401.17
027594	5/9/2022	Lance, Soll & Lunghard, LLP	2021 GOVERNMENT AUDIT AND APPROPRIATIONS LIMIT AUP	17,110.00
027595	5/9/2022	McGowan Consulting	Municipal Stormwater Consulting Services March 22	5,952.10
027596	5/9/2022	Revize LLC	Services Payment Plan 4th Year	3,990.00
027597	5/9/2022	Willdan Inc.	TE Services Feb & March 22 Project 105238.00	620.00
027598	5/9/2022	Worldwise Productions	RH Canyon Management Videos	12,525.00
ACH-037	4/26/2022	CalPERS	Payroll ending 4-45-2022	2,921.80
ACH-038	4/19/2022	Vantagepoint Transfer Agents - 306580	ICMA PR ENDING 4-19-2022	1,520.10
ACH-039	4/19/2022	CalPERS	CALPERS RETIREMENT PR ENDING 4-19-2022	2,921.80
ACH-040	5/1/2022	CalPERS	CALPERS HEALTH FOR MAY 2022	9,305.07
ACH-041	4/27/2022	Southern California Edison	Electricity Usage for 3 18 2022 - to 4 18 2022	264.80
ACH-042	5/3/2022	The Gas Company	Gas Usage from 3-11-2022 to 4-11-22	118.30

Report Total 162,221.00

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
162,221.00 for the payment of above items.

05/05/2022

Elaine Jeng, P.E., City Manager

Agenda Item No.: 7.E
Mtg. Date: 05/09/2022

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 SOUTHERN CALIFORNIA EDISON'S 2022 CIRCUIT RELIABILITY REVIEW**

DATE: **May 09, 2022**

BACKGROUND:
The annual reliability report is comprised of statistics relating to how many power outages occurred in the previous year, the duration of the outage, and the causes of outages. Four circuits serve Rolling Hills; one of the circuits is a 4KV and the remainder are 16KV.

SCE also reported capital work planned for the upcoming year including undergrounding work currently in the pipeline. Annually the information is also shared with the Rolling Hills Community Association Manager.

DISCUSSION:
Reliability metrics can be found on pages 14 to 16 of the report and the utility's planned capital improvement projects for 2021 for Rolling Hills can be found on page 18 of the report.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CL_AGN_220509_SCE_2022_ReliabilityUpdate.pdf

Circuit Reliability Review

Rolling Hills

2022

Who We Are

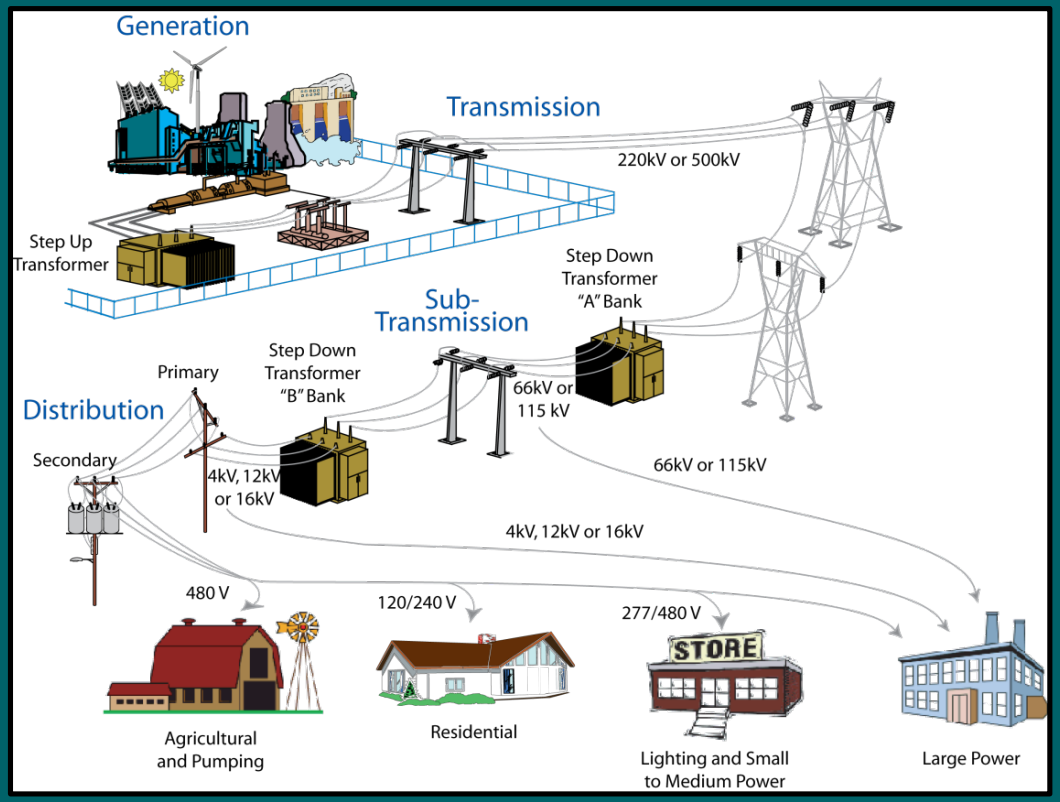
- Southern California Edison (SCE) is an Edison International company
- One of the nation's largest electric utilities
- More than 130 years of history
- Headquartered in Rosemead, California
- Regulated by the California Public Utilities Commission (CPUC) and the Federal Energy Regulatory Commission (FERC)
- 50,000 square miles of SCE service area across Central, Coastal, and Southern California
- 15 million residents through 5 million customer accounts
- 15 counties, 185 cities and 13 Native American tribes



Our Grid

To deliver safe, reliable, and affordable power,
we monitor and maintain a vast electricity system

- 50,000 Square Miles
- 4,600 Circuits
- 1.7 Million Poles
- 126,000 Miles of Transmission and Distribution Lines
- 730,000 Transformers



Strengthening and Modernizing the Grid

SCE plans to spend more than $5B each year to maintain, improve, and harden its infrastructure

- **Infrastructure reliability** – updating underground cables, poles, switches, and transformers
- **Wildfire mitigation** – hardening infrastructure, bolstering situational awareness capabilities, and enhancing operational practices
- **Transmission** – connecting renewables, installing new substations, and updating lines
- **Grid readiness** – updating the grid for impacts from new technologies
- **Long-term energy policy** – supporting energy storage, electric vehicles, and renewables

2021 Capital Investments

91.7 miles of underground cable replaced

146.5 miles of overhead conductor replaced for public safety

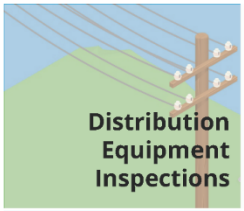
34.5k distribution poles replaced

3.9k transmission poles replaced

29 underground structure replacements

SCE's investments support safe, reliable, affordable, and clean energy for our customers

Protecting Public Safety: Wildfire Mitigation Activities



Distribution Equipment Inspections

2021 Completed/Target: 179,600/163,000 inspections — 110% completed

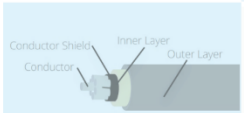
Completed Since 2018: 764,000+ inspections



Transmission Equipment Inspections

2021 Completed/Target: 20,800/16,800 inspections — 124% completed

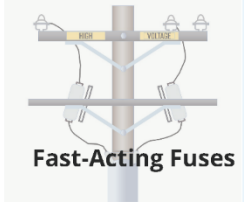
Completed Since 2018: 106,900+ inspections



Insulated Wire (Covered Conductor)

2021 Completed/Target: 1,500/1,000 circuit miles installed — 150% completed

Completed Since 2018: 2,900+ circuit miles installed



Fast-Acting Fuses

2021 Completed/Target: 350/330 fuses installed or replaced — 106% completed

Completed Since 2018: 13,300+ fuses installed or replaced



Hazard Tree Management

2021 Completed/Target: 131,400/120,000 trees assessed — 110% completed

Completed Since 2018: 359,900+ trees assessed



Weather Stations

2021 Completed/Target: 400/375 weather stations installed — 107% completed

Completed Since 2018: 1,460+ weather stations installed



High-Definition Wildfire Cameras

Cameras currently provide visibility to about 90% of our high fire risk areas (HFRA) and the planned additional cameras in 2022 and beyond will increase coverage to nearly all of HFRA

Completed Since 2018: 166 cameras installed



Aerial Fire Suppression Resources

SCE contributed $18 million to support the creation of a quick reaction force of aerial firefighting assets across counties in SCE's service area to coordinate and reach wildfires in their early stages. These unique water and fire retardant dropping helitankers have the capability to operate day and night.



Critical Care Backup Battery

2021 Completed: 6,000/3,600 batteries provided to eligible customers — 167% completed

Completed Since July 2020: 6,740+ batteries provided to eligible customers



Community Resource Centers

64 sites available



Community Crew Vehicles

8 vehicles available

Protecting Public Safety: Public Safety Power Shutoffs

- SCE implements **Public Safety Power Shutoffs (PSPS)** to temporarily shut off power to some communities when there is a high risk for wildfire to **prevent the electric system from becoming the source of ignition**
- PSPS is **used as a measure of last resort to protect public safety under dangerous fire weather conditions**, including high winds, low humidity, and dry vegetation
- Multiple methods are used to notify customers and stakeholders in impacted areas before, during and after a PSPS event
- SCE provides resources to support customers during PSPS and offers several **programs and rebates to help customers be prepared and more resilient** during emergencies
- SCE is working to **reduce the impact of PSPS** and is continuing to **strengthen the electric grid to become more resilient** in the face of extreme weather events
- To learn more, visit **sce.com/psps**





Creating a Clean Energy Future

Pathway 2045:

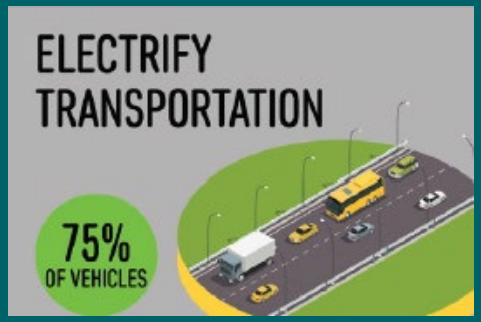
Key steps California must take to reach carbon neutrality



100% of grid sales with carbon-free electricity

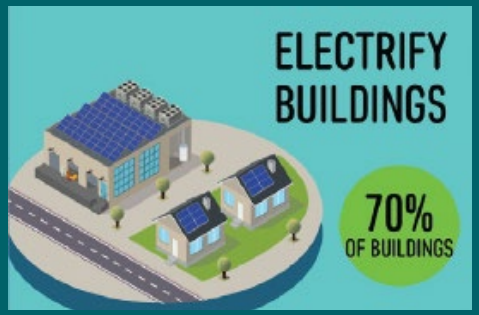
80 GW of utility-scale clean generation

30 GW of utility-scale energy storage



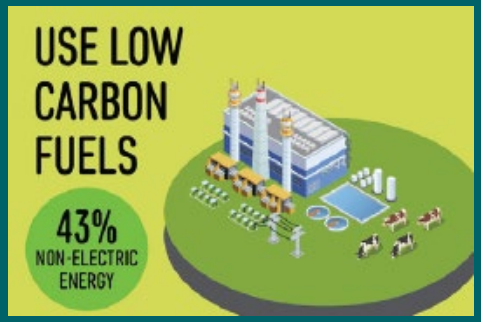
26 million electric vehicles

Over 1 million electrified medium and heavy duty vehicles



70% of all buildings will use efficient electric space and water heating

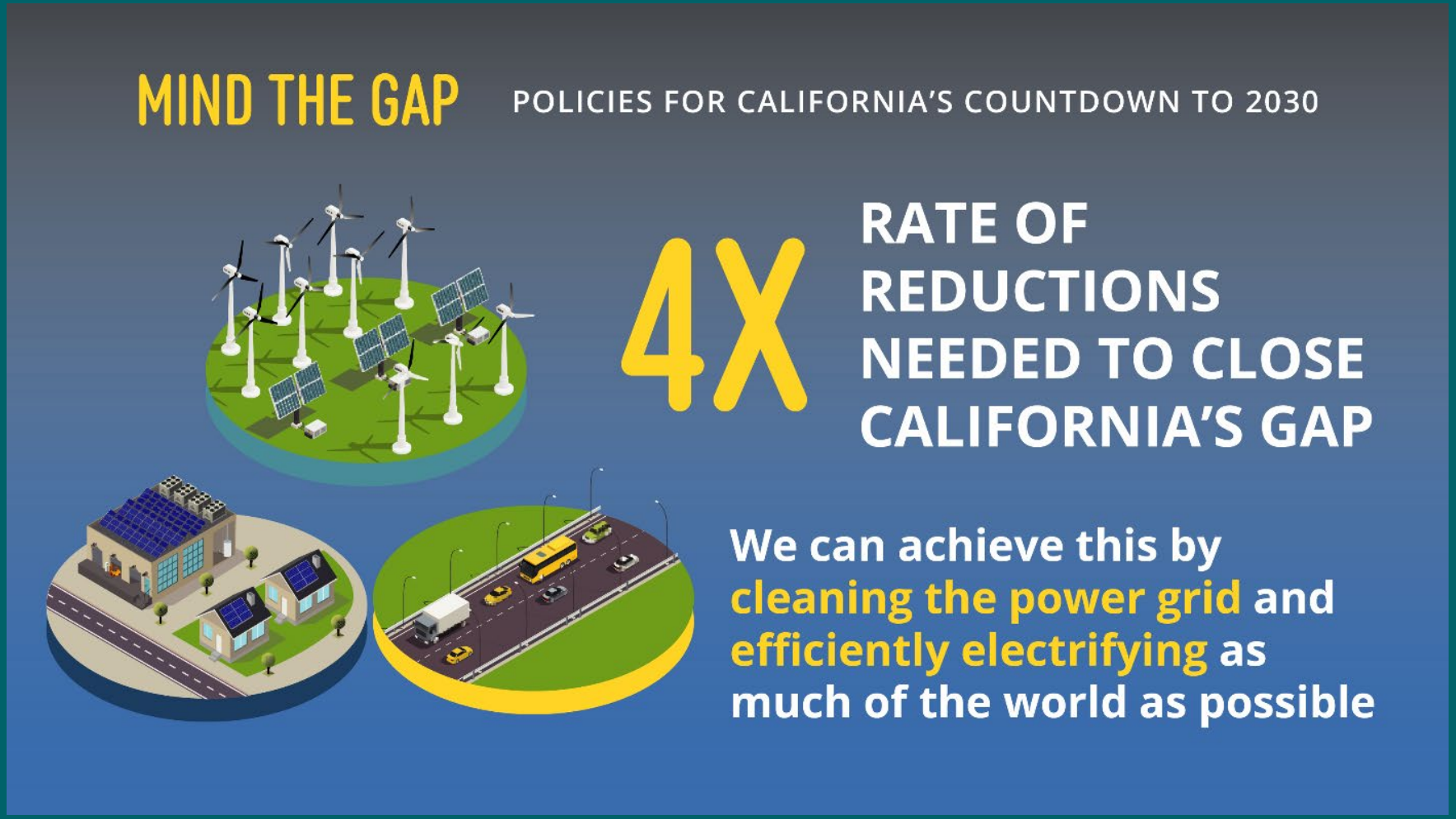
90% fewer GHG emissions from all-electric homes



50% reduction in natural gas consumption

40% of the remaining natural gas is biomethane and hydrogen

Creating a Clean Energy Future: Mind the Gap



Reliability Overview

What is Reliability?

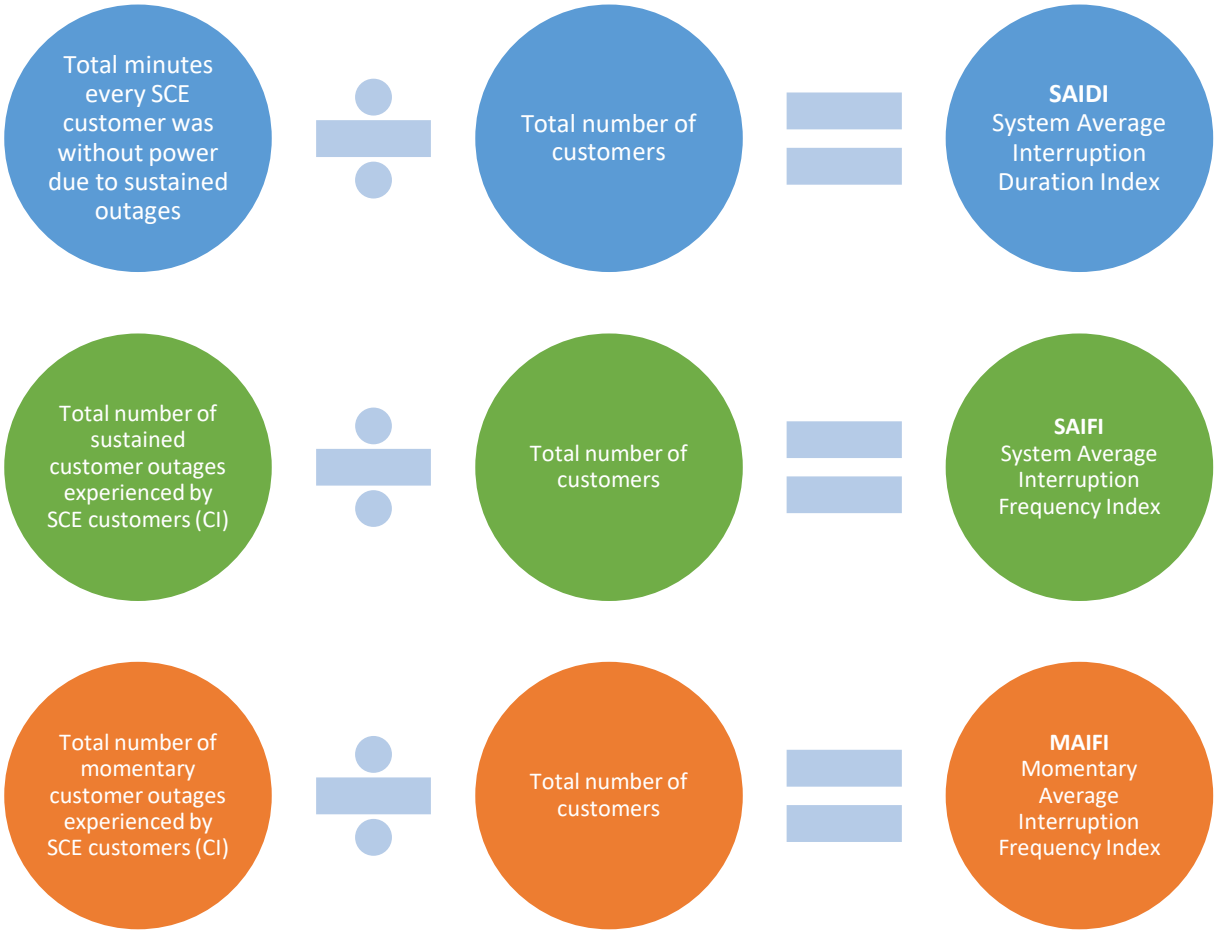
- In simplest terms:
  Having dependable electricity *when you need it*.
- Outages:
  - Maintenance outages (aka planned outages)
  - Repair outages (aka unplanned outages)
    - Sustained Outage = An outage lasting **> 5 minutes**
    - Momentary Outage = An outage lasting **≤ 5 minutes**
  - Public Safety Power Shutoff (PSPS)
  - Major Event Day (MED)



Major Event Day (MED) : *A day in which the daily system SAIDI exceeds a threshold value. For the purposes of calculating daily system SAIDI, any interruption that spans multiple calendar days is accrued to the day on which the interruption began. Statistically, days having a daily system SAIDI greater than a threshold value are days on which the energy delivery system experienced stresses beyond that normally expected (such as severe weather). MEDs are sometimes excluded in reporting; in those reports the exclusions will be noted.*

Public Safety Power Shutoff (PSPS) : *An operational protocol that SCE implements under extreme weather conditions in order to minimize the threat of wildfires and keep communities safe from potentially dangerous situations. These types of sustained outages are temporary and usually involve situations where high fire areas are experiencing adverse weather or public safety is at risk.*

How Do We Measure Reliability?



What's the average amount of time my power service will be unexpectedly interrupted?

What's the average number of times my power service will be unexpectedly interrupted?

What's the average number of times my power service will be momentarily (< 5 minutes) interrupted?

Overview of Rolling Hills

Note: The number of customers listed represents the total number of customers on each circuit (not the local jurisdiction).

There are 4 circuits that serve Rolling Hills

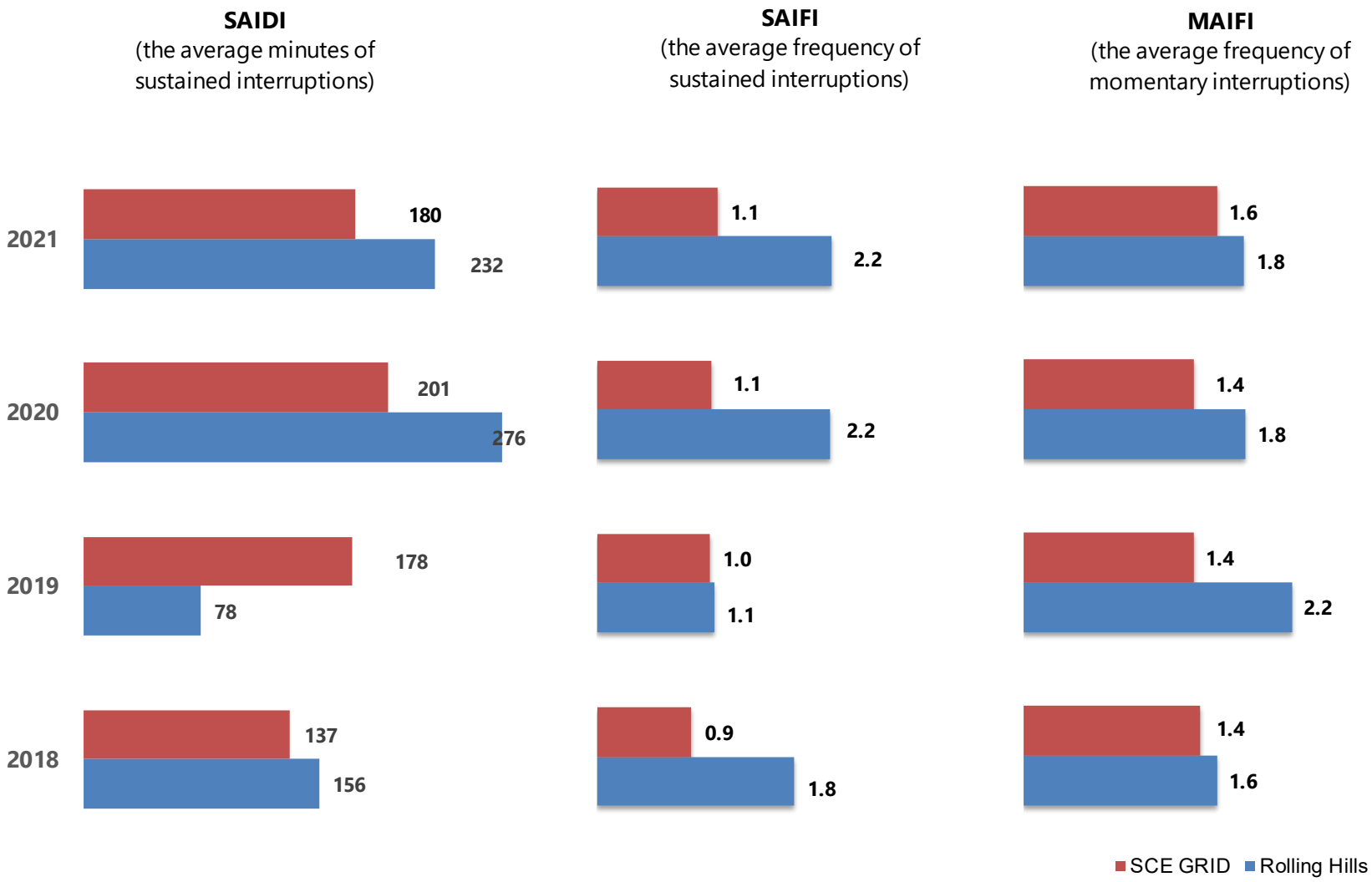
1

Circuit Type	Customers	Circuit Type	Customers	Circuit Type	Customers	Circuit Type	Customers
FELDSPAR(16KV)	1,465						
SILICONE(16KV)	1,999						
STATLER(16KV)	1,673						
SURREY(4.16KV)	90						
Grand Total	5,227						

SAIDI & SAIFI Cause Definitions

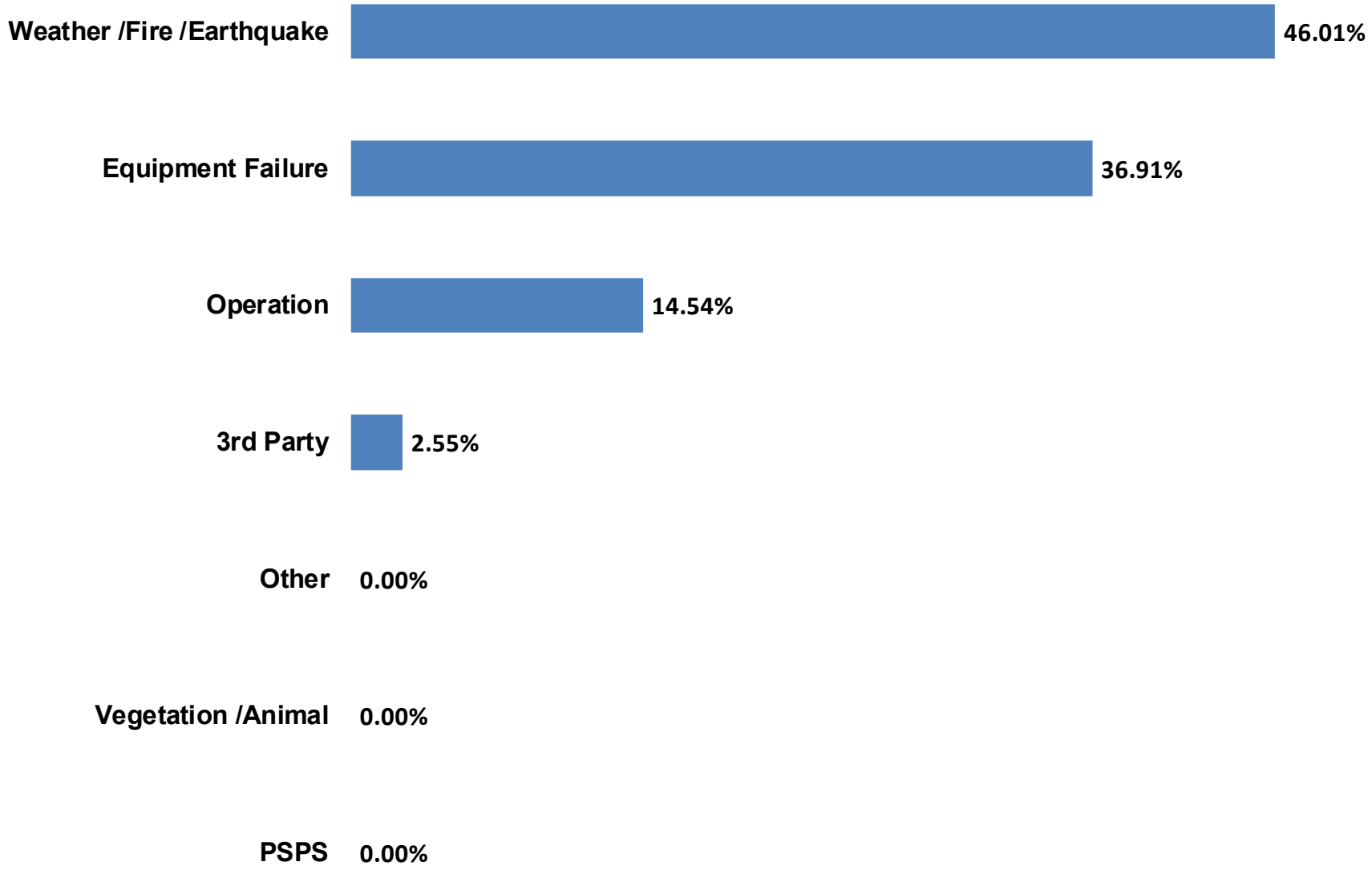
Equipment Failure	In-service failure of transformer, switch, or conductors
Vegetation/Animal	A tree branch, rodent, or bird causing a short circuit between conductors
Other	The circuit was patrolled but no cause found
Operations	SCE performed urgent maintenance without the standard 3-day notice
3rd Party	Outage caused by a balloon, car hit pole or dig-in
PSPS	Public Safety Power Shutoff sce.com/psps

Historical Reliability of Circuits Serving Rolling Hills

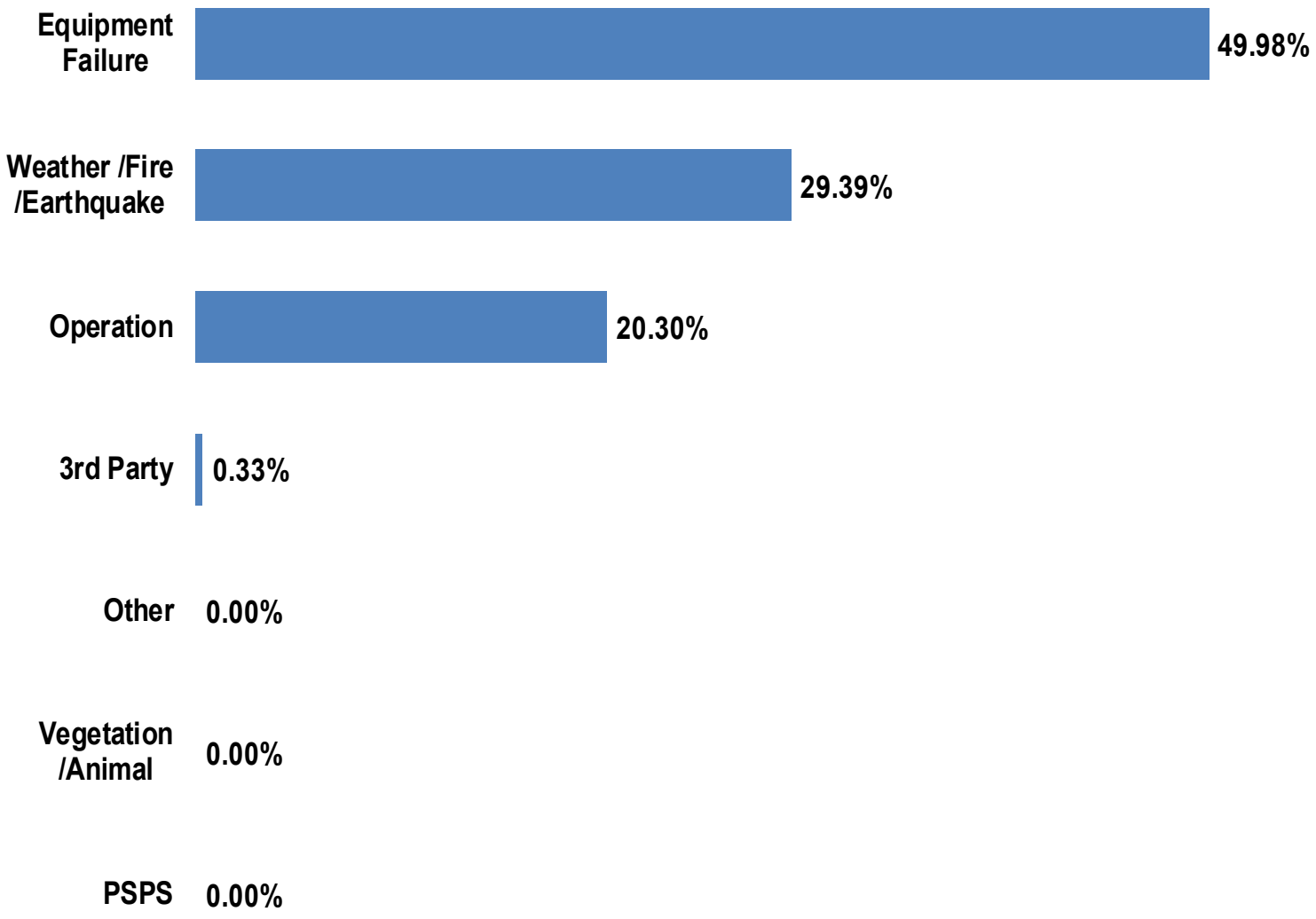


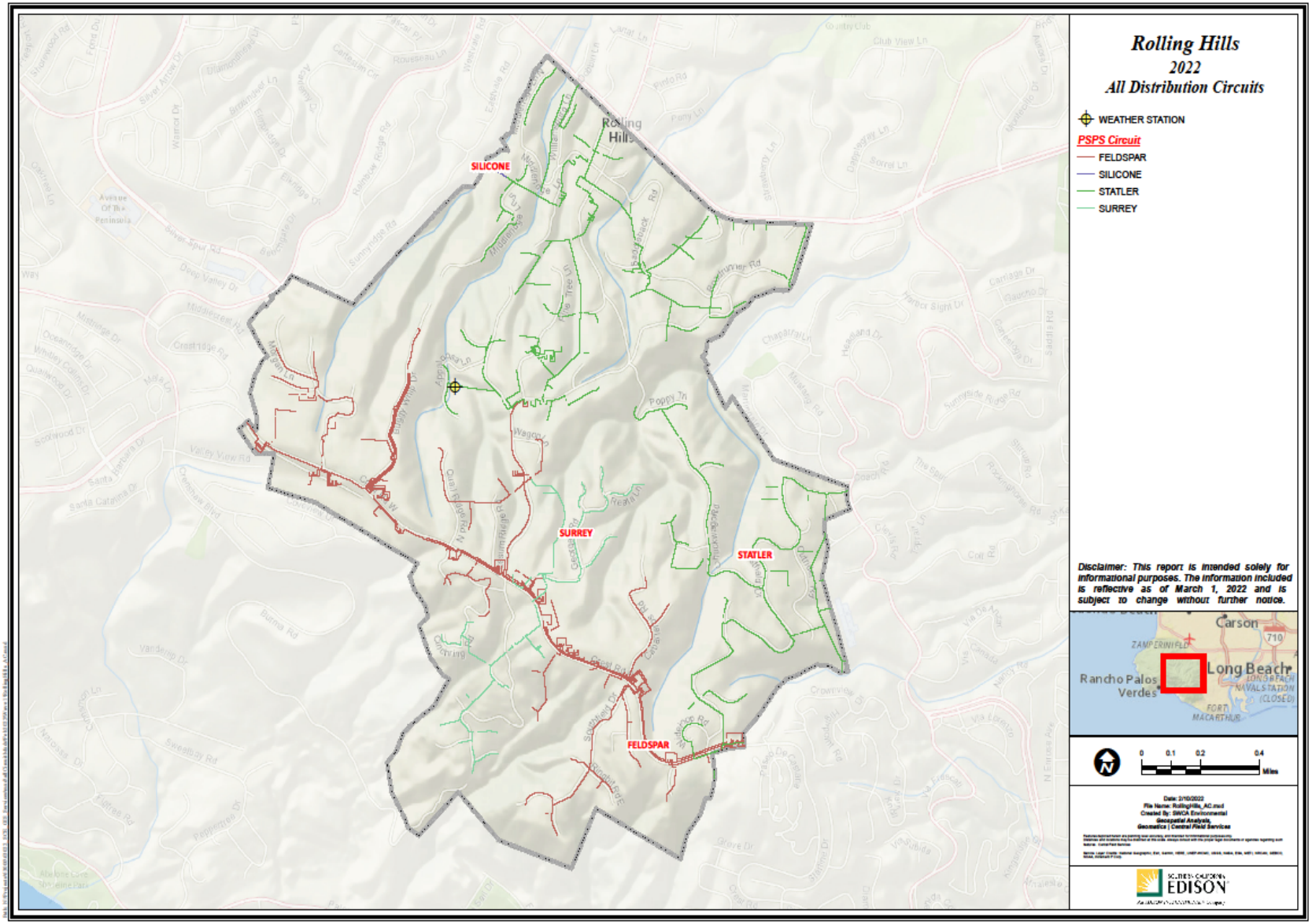
* MED Excluded **Data is as of 03/12/2022, data can be slightly different due to outage data validation process

2021 SAIDI Outage Causes for Rolling Hills



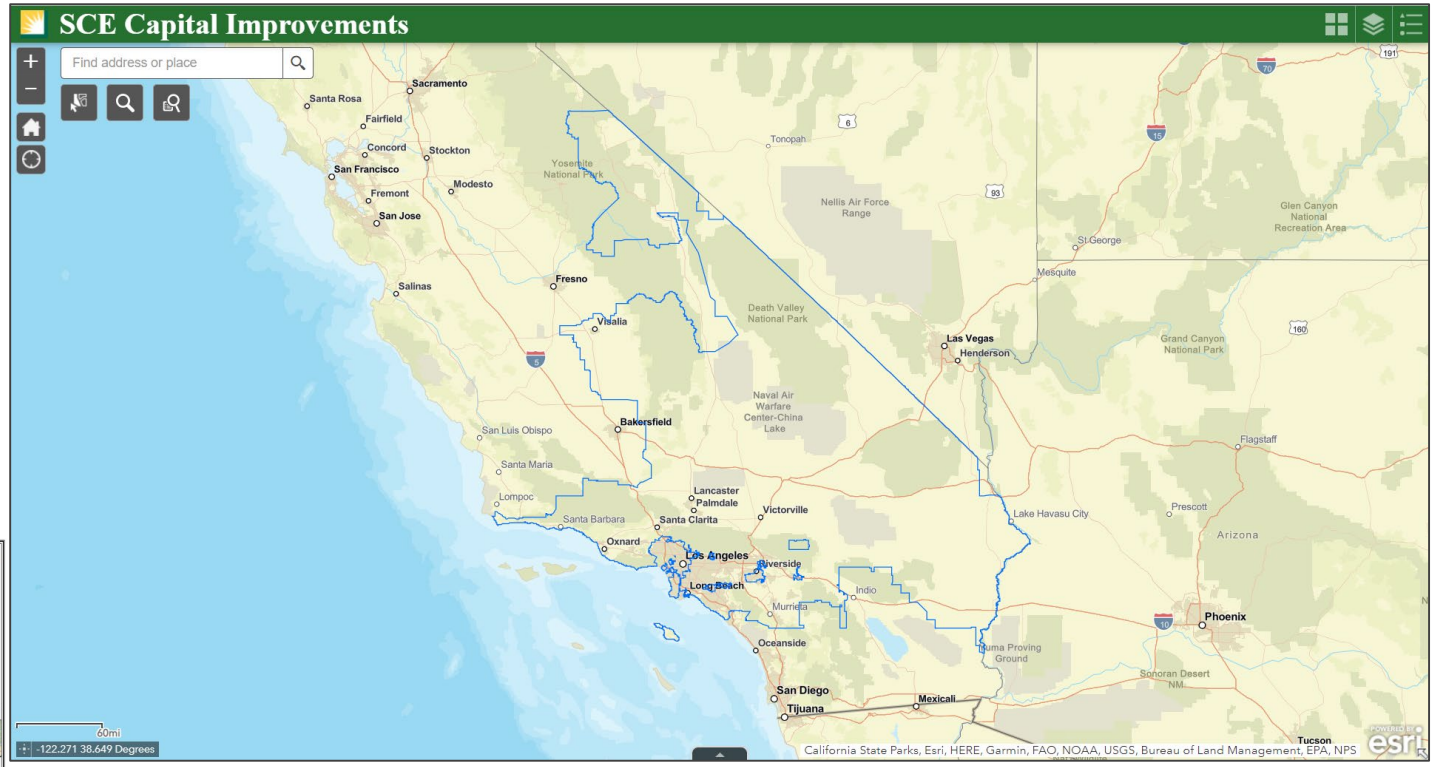
2021 SAIFI Outage Causes for Rolling Hills

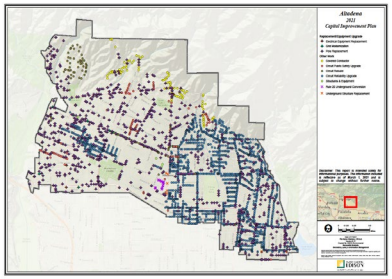



Rolling Hills
2022
All Distribution Circuits
WEATHER STATION
PSPS Circuit
FELDSPAR
SILICONE
STATLER
SURREY
SILICONE
SURREY
STATLER
FELDSPAR
Rolling Hills
Disclaimer: This report is intended solely for informational purposes. The information included is reflective as of March 1, 2022 and is subject to change without further notice.
Carson
Long Beach
Rancho Palos Verdes
0 0.1 0.2 0.4
Miles
SOUTHERN CALIFORNIA EDISON

Capital Improvement Map

The capital improvement map has transitioned to a virtual format via SCE Capital Improvements and can be accessed using the link provided or sce.com/CapitalImprovements.





Previous version

Back-up Slides

Reliability Histories of Circuits Serving Rolling Hills

Updated through Dec 2021

Average Reliability of 4 Circuits Serving Rolling Hills

	2018			2019			2020			1st Qtr 2021			2nd Qtr 2021			3rd Qtr 2021			4th Qtr 2021			2021		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
4 Circuits Serving Rolling Hills -- Total Customers: 5,647	**156.1**	**1.8**	**1.6**	**77.9**	**1.1**	**2.2**	**276.3**	**2.2**	**1.8**	**114.1**	**0.7**	**0.5**	**25.7**	**0.3**	**0.5**	**39.0**	**0.4**	**0.2**	**53.2**	**0.8**	**0.5**	**232.0**	**2.2**	**1.8**
3rd Party	10%	31%	53%	-	-	-	-	-	19%	-	-	-	23%	3%	-	-	-	-	-	-	-	3%	0%	-
Equipment Failure	79%	56%	26%	73%	75%	48%	21%	5%	21%	2%	1%	-	75%	97%	96%	94%	99%	100%	52%	55%	-	37%	50%	40%
Operation	2%	0%	-	9%	4%	-	26%	47%	22%	5%	12%	7%	2%	1%	-	6%	1%	-	48%	45%	50%	15%	20%	17%
Other	6%	4%	20%	3%	3%	45%	26%	15%	-	-	-	93%	-	-	4%	-	-	-	-	-	50%	-	-	43%
Vegetation/Animal	4%	10%	2%	1%	1%	-	21%	16%	19%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	14%	17%	7%	7%	17%	19%	94%	87%	-	-	-	-	-	-	-	-	-	-	46%	29%	-
PSPS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SCE SYSTEMWIDE	**#REF!**	**#REF!**	**#REF!**	**136.8**	**0.9**	**1.4**	**178.0**	**1.0**	**1.4**	**57.3**	**0.3**	**0.4**	**21.9**	**0.2**	**0.4**	**39.2**	**0.3**	**0.3**	**61.2**	**0.3**	**0.4**	**179.7**	**1.1**	**1.6**

Notes:

No outages are excluded from the metrics.

Outage Causes:

Other: e.g., patrolled but no cause could be found
Operations: e.g., urgent maintenance w/o 3-day notice to customers
3rd Party: e.g., balloons, car hit pole, dig-in
Vegetation/Animal: e.g., tree branch, rodent, or bird causing short circuit across conductors
PSPS: e.g., Public Safety Power Shutoff

SAIDI (minutes) = the cumulative amount of time the average customer is interrupted by “sustained” (longer than 5 minutes) outages.

SAIFI (interruptions) = the number of times the average customer is interrupted by “sustained” outages.

MAIFI (interruptions) = the number of times the average customer is interrupted by “momentary" (lasting 5 minutes or less) outages.

Reliability Histories for Individual Circuits Serving Rolling Hills - 1 of 1

	2018			2019			2020			1st Qtr 2021			2nd Qtr 2021			3rd Qtr 2021			4th Qtr 2021			2021		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
FELDSPAR(16KV) - Customers: 1,511	**19.7**	**0.1**	**-**	**177.7**	**2.1**	**1.0**	**311.3**	**2.4**	**0.0**	**19.8**	**0.1**	**0.1**	**2.5**	**0.0**	**0.1**	**9.0**	**0.0**	**-**	**0.7**	**0.0**	**2.0**	**31.9**	**0.1**	**2.2**
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	28%	9%	-	89%	96%	100%	13%	4%	-	27%	18%	-	100%	100%	-	-	-	-	100%	100%	-	27%	21%	-
Operation	3%	3%	-	7%	1%	-	8%	52%	100%	59%	63%	100%	-	-	-	100%	100%	-	-	-	50%	65%	62%	51%
Other	54%	29%	-	-	-	-	79%	44%	-	-	-	-	-	-	100%	-	-	-	-	-	50%	-	-	49%
Vegetation/Animal	14%	59%	-	2%	2%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	1%	1%	-	-	-	-	14%	19%	-	-	-	-	-	-	-	-	-	-	9%	16%	-
PSPS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SILICONE(16KV) - Customers: 2,242	**305.4**	**3.1**	**3.0**	**35.4**	**0.6**	**1.9**	**177.1**	**1.4**	**2.0**	**0.2**	**0.0**	**-**	**63.0**	**0.7**	**1.3**	**92.2**	**1.0**	**0.5**	**70.0**	**1.1**	**-**	**225.5**	**2.8**	**1.8**
3rd Party	5%	20%	67%	-	-	-	-	-	-	-	-	-	24%	3%	-	-	-	-	-	-	-	7%	1%	-
Equipment Failure	94%	80%	33%	94%	95%	100%	17%	10%	50%	-	-	-	75%	97%	100%	100%	100%	100%	99%	100%	-	93%	99%	100%
Operation	1%	0%	-	6%	5%	-	83%	90%	50%	100%	100%	-	1%	0%	-	-	-	-	1%	0%	-	1%	0%	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PSPS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
STATLER(16KV) - Customers: 1,807	**80.3**	**1.8**	**1.1**	**46.4**	**0.7**	**3.6**	**365.1**	**2.9**	**3.2**	**339.7**	**2.2**	**1.5**	**0.3**	**0.0**	**-**	**0.4**	**0.0**	**-**	**79.1**	**1.1**	**-**	**419.5**	**3.3**	**1.5**
3rd Party	36%	57%	-	-	-	-	-	-	33%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	15%	1%	-	6%	2%	-	29%	3%	-	1%	0%	-	-	-	-	50%	13%	-	-	-	-	1%	0%	-
Operation	4%	1%	-	18%	11%	-	6%	20%	-	2%	10%	-	100%	100%	-	50%	88%	-	100%	100%	-	21%	40%	-
Other	25%	11%	92%	16%	13%	87%	0%	0%	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	100%
Vegetation/Animal	20%	30%	8%	-	-	-	49%	36%	33%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	61%	74%	13%	16%	40%	34%	97%	90%	-	-	-	-	-	-	-	-	-	-	79%	60%	-
PSPS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SURREY(4.16KV) - Customers: 87	**-**	**-**	**-**	**114.0**	**2.1**	**1.0**	**255.8**	**1.0**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
3rd Party	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Failure	-	-	-	5%	48%	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operation	-	-	-	8%	4%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	100%	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vegetation/Animal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weather/Fire/Earthquake	-	-	-	86%	48%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PSPS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Agenda Item No.: 7.F
Mtg. Date: 05/09/2022

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 THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING INC. COVERING CONSTRUCTION DOCUMENTS FOR CITY HALL ADA IMPROVEMENTS PROJECT**

DATE: **May 09, 2022**

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, 2021 City Council Meeting, City Council voted to move forward with the more economic Option 2 which kept the restrooms in the same location. Option 1 and Option 2 layouts presented at the July 13, 2020 City Council meeting are attached to this report.

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, Councilmember Jeff Pieper noted that the City considered the options using cost estimate restroom upgrades but not the overall project cost. Councilmember Pieper recommended that the City Council revisit the layout options. In response to Councilmember Pieper's suggestion, at the April 12, 2021 meeting, the City Council directed staff to provide a comprehensive project cost estimate for restroom layout Options 1 and 2.

At 65% design completion, the estimated overall project cost for option 1 was $952,810 and $784,390 for option 2 for a difference of approximately $168,420. 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 the next City Council meeting so that the City Council can provide direction to staff on the next steps.

The iterations of designs, the preparation of cost estimates, investigation into alternative features (partition walls), and the preparation of construction drawings up to 65% complete for Option 2 combined exhausted the budget in the contract with PAE.

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 2022 Strategic Planning Workshop, the City Council discussed moving forward with two capital improvement projects for Fiscal Year 2022-2023: City Hall ADA improvements project and the Tennis Courts improvements project.

DISCUSSION:
At the April 25,2022 City Council meeting, the Council unanimously approved the preparation of a third amendment with PAE appropriating a one-time amount of $96,485.00 in general fund reserves to the Capital Improvement Program Fund 40 for moving forward with Option 3 that includes creating a solution for the back south wall of the council chambers that would allow for access by overflow public meeting attendees.

FISCAL IMPACT:

A one time appropriation of general fund reserves to the Capital Improvement Program Fund 40 for $96,485.00.

RECOMMENDATION:
Approve professional services agreement as presented.

ATTACHMENTS:
CA_AGR_220505_PacificArchitecture&Engineering_3rdAmendment_F.pdf
CA_AGR_200225_PacificArchitecture&Engineering_E.pdf
CA_AGR_210222_PacificArchitecture&Engineering_1stAmendment_E.pdf
CA_AGR_210621_PacificArchitecture&Engineering_2ndAmendment_E.pdf

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Third Amendment") is made and entered into this 9th day of May 2022 in the City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Pacific Architecture and Engineering, Inc., a California corporation (hereinafter the "CONSULTANT").

RECITALS:

A. On February 24, 2020, the CITY entered into a Professional Services Agreement with CONSULTANT ("Agreement") for architectural and engineering design services to prepare ADA improvement plans for the CITY; and

B. On February 22, 2021, the CITY and CONSULTANT entered into a First Amendment to expand the scope of work in the Agreement, clarify the term, and increase the cost for the CONSULTANT to provide engineering services for the replacement of the generator at City Hall (the "First Amendment"); and

C. On June 28, 2021, the CITY and CONSULTANT entered into a Second Amendment to expand the scope of work and increase the cost for CONSULTANT to provide engineering services for (1) the installation of a photovoltaic system per the General Assessment Report dated April 18, 2019 and (2) upgrades needed for existing structure which houses the generator (the "Second Amendment"); and

D. CITY and CONSULTANT now desire to amend the Agreement a third time (the "Third Amendment") to clarify the remaining scope of work and increase the cost so that CONSULTANT may provide further architectural and engineering design services to prepare ADA improvement plans for the CITY; and

E. CONSULTANT is well qualified by reason of education, training, and experience to perform such services; and

F. CONSULTANT is willing to render such professional services as hereinafter defined.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this Third Amendment.

1. CITY and CONSULTANT agree to supplement Exhibit A (Scope of Work) that was attached to the First Amendment and Exhibit A (Scope of Work –

Supplemental) that was attached to the Second Amendment with Exhibit A (Scope of Work - Supplemental) that is attached to this Third Amendment and incorporated herein by reference.

2. Paragraph 3 (COST) of the Agreement is amended to read as follows:

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis in an amount not to exceed $96,485.00 for the scope of services identified by this Third Amendment, $58,897.42 for the scope of services identified by the Second Amendment, and $40,840.59 for the scope of services identified by the First Amendment. Now, the current amended and increased not to exceed amount is $196,223.01. This not to exceed amount includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings, and miscellaneous costs, estimated to be accrued during that period. It also includes any escalation or inflation factors anticipated. Any increase in Agreement cost or scope of work shall be by express written amendment approved by the CITY and CONSULTANT.

3. All terms and conditions of the Agreement not amended by the First Amendment, the Second Amendment, and this Third Amendment remain in full force and effect.

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

CITY OF ROLLING HILLS	**PACIFIC ARCHITECTURE AND ENGINEERING, INC.**
CITY MANAGER:	PRINCIPAL PROJECT MANAGER
_____	_____
ELAINE JENG	JUN FUJITA HALL

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

APPROVED AS TO FORM:

_____

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
Scope of Work - Supplemental

Subject: Proposal for City of Rolling Hills ADA Improvement Design Additional Services

Pacific Architecture and Engineering, Inc., is pleased to submit this proposal for engineering services for ADA Improvements at City Hall.

Scope of Work:

The current scope of work includes three new restrooms, one being outside of current building perimeter, new required water fountain, new exterior entry door location, new meeting room and relocated coffee area, and relocated Electrical Data room. This requires new structural supports at exterior for new walls, re-routed utilities for water, sewer, power and hvac to new restrooms, and re-routed electrical and data at new Electrical room.

1. Prepare Schematic Design plan for city approval
2. After City approval, prepare Design Development Plans
3. Construction Documents and Cost Estimate

Exclusions: City to provide survey, Geotech report, hazardous materials testing and specifications, Hydrology not included.

Fee

Design	Bid	CA
$73,000.00	$7,310.00	$16,175.00

Time and Material Not to exceed **$96,485.00**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of February 2020 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Pacific Architecture and Engineering, Inc., a corporation (hereinafter the "CONSULTANT").

1. RECITALS:

A. CITY hired a consultant to perform a site inspection of City Hall and prepare an accessibility survey transition plan; and

B. Based on the accessibility survey transition plan, CITY released a request for proposals for architectural and engineering design services to prepare ADA improvement plans for CITY. CITY determined that CONSULTANT was the most qualified to provide such services; and

C. CITY desires to engage CONSULTANT to provide the requested architectural and engineering design services; and

D. CONSULTANT is well qualified by reason of education, training, and experience to perform such services; and

E. CONSULTANT is willing to render such professional services as hereinafter defined.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this Agreement.

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit A.

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit A an amount not to exceed $36,744.16. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings, and miscellaneous costs, estimated to be accrued during that period. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope of

work shall be by express written amendment approved by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling Hills, CA 90274 before the end of each month on a monthly basis. CITY shall remit payment for all work performed to City's reasonable satisfaction within thirty (30) days of receiving this invoice.

5. SUBCONTRACTING

CONSULTANT shall not be permitted to subcontract any portion of this Agreement without the express, written consent of the CITY.

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this Agreement within twenty-four (24) hours upon receipt of a notice to proceed from the CITY.

7. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred. Records and documents shall be kept available at the CONSULTANT's Los Angeles, California office, located at 2447 Pacific Coast Highway, Suite 218, Hermosa Beach, CA 90254, during the Agreement period and thereafter for five years from the date of final payment.

8. OWNERSHIP OF DATA

All data, maps, photographs, and other materials collected or prepared under the Agreement shall become the property of the CITY. CITY's reuse of such materials for a purpose other than the project which is the subject of this Agreement shall be at CITY's sole risk.

9. TERM OF CONTRACT

This Agreement shall be valid until the completion of the construction based on the plans.

10. TERMINATION

This Agreement may be terminated by either party at any time for material breach. The CITY may also terminate unilaterally this Agreement without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily

performed to the reasonable satisfaction of City pursuant to the Agreement and prior to the date of termination may be claimed for reimbursement.

11. ASSIGNABILITY

CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY.

12. AMENDMENT

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement, or any subcontract requiring the written approval of the CITY; shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

13. NON-SOLICITATION CLAUSE

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to obtain any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. INDEMNITY

A. Consultant shall defend, hold harmless, and indemnify City and its officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors (collectively, "Indemnitees"), from and against any claim, demand, damage, liability, loss, cost, expense, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively, "claims"), including death or injury to any person and injury to any property, whether actual, alleged, or threatened, arising out of, pertaining to, or relating to Consultant's negligent, recklessness or willful misconduct (including acts and omissions) in the performance of Work under this Agreement or its failure to comply with any of its obligations contained in this Agreement. Consultant shall, upon request, defend Indemnitees in any action or actions filed in connection with any such claims with counsel reasonably acceptable to City and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense. Consultant shall promptly pay any final judgement rendered against Indemnitees with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance (including acts and

omissions). It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. Consultant's obligations under this Section 8 apply regardless of whether or not such claim was caused in part or contributed to by the Indemnitees.

B. The terms of this Section 8 shall survive the expiration or termination of this Agreement.

15. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 14 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverage of $300,000 for property damage, $300,000 for injury to one person/single occurrence, and $300,000 for injury to more than one person/single occurrence. If CONSULTANT or CONSULTANT's employees will use personal automobiles in any way on this project, CONSULTANT shall obtain evidence of personal automobile liability coverage for each such person and promptly provide it to CITY before such person performs work under this Agreement. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall also obtain evidence of personal automobile liability coverage for each such person and promptly provide it to CITY before such person performs work under this Agreement.

ii. General Liability insuring CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $1,000,000. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall insure CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from such subcontractor's actions.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. In addition, if CONSULTANT obtains CITY's written consent to hire a subcontractor, CONSULTANT shall also require any and every subcontractor to similarly

maintain Worker's Compensation Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for CITY.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

B. Deductibility Limits for policies referred to in subparagraphs A (i) - (iii) shall not exceed $5,000 per occurrence.

C. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-: VII. Each general liability and automobile liability insurance policy shall be endorsed with the language of Sections (i) – (vi) below. CONSULTANT also agrees to require all subcontractors to do likewise.

i. Additional Insured Clause. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

ii. Primary Insurance Clause. This policy shall be considered primary insurance as respect to the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

iii. Separation of Insured Clause. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Failure to Report to Insurer. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers

v. Waiver of Right to Subrogation Clause. CONSULTANT, and its insurer through endorsement, waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to have all

subcontractors, and subcontractors' insurers through endorsement, to do likewise.

vi. Notice of Change in Insurance. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

D. Notice to CITY. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. CONSULTANT also agrees to provide immediate written notice to CITY if any insurance policy listed above is suspended, voided, or reduced in coverage or limits. CONSULTANT agrees to have all subcontractors do likewise.

E. Claims-made policies. Should any of the required insurance be provided under a claims-made form, CONSULTANT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Defense costs. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

G. Acknowledgment of the Minimum Amount of Coverage. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the CITY.

H. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express

condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT's behalf upon the CONSULTANT's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

I. Certificates of Insurance. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONSULTANT shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

J. Failure to Procure Insurance. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of this Agreement under which the CITY may terminate this Agreement.

16. NOTICE All Notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274.

Attention: City Manager, Elaine Jeng, PE

CONSULTANT:
Pacific Architecture and Engineering, Inc.
2447 Pacific Coast Highway, Suite 218
Hermosa Beach, CA 90254

Attention: Principal Project Manager, Jun Fujita Hall

17. ENFORCEMENT OF AGREEMENT

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

18. CONFLICTS OF INTEREST

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

19. INDEPENDENT CONTRACTOR

The CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

20. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to retaining CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect such retention in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California and all applicable federal statutes and regulations as amended.

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

CITY OF ROLLING HILLS

CITY MANAGER:

ELAINE JENG

DATE: 2/24/2020

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

PACIFIC ARCHITECTURE AND ENGINEERING, INC.

PRINCIPAL PROJECT MANAGER

JUN FUJITA HALL

DATE: 2/20/20

EXHIBIT A
Scope of Work

UNDERSTANDING OF THE SCOPE OF WORK

Pacific Architecture and Engineering(PAC) Design Team understands the Scope of Work to be:

Task 1 – Programming

The PAC team will first conduct a site visit, field measure and create as-builts that capture the dimensions required for ADA compliant upgrades as identified in the third party survey.

The new 2019 California Building Code Chapter 11b shall be applied towards ADA upgrades and the Design Team will recommend the most feasible way to complete ADA upgrades. There may be more than one way to achieve ADA compliance and the Design Team will discuss alternatives with the City. Please note that ADA compliance not listed in the survey may be triggered.

The concept plans shall show the plan of the building with notes for the Upgrades and Design Team will obtain approval of the design from the City Project Manager.

The restroom reconfiguration will require relocation of wall partitions, and may also include relocation of mechanical vents, as well as lighting fixtures. From the survey we understand the ADA upgrade work to include 50 doors, a counter, signage, restrooms, assembly areas, break room, and sink ADA upgrades.

If Cost Estimate is beyond City's expectations, City and Design Team will discuss options for the Scope of Work.

- Review of draft Accessibility Survey/Transition Plan, research code, site visits, field measurements
- Schematic plans/concept plans
- Coordination and up to 3 meetings with City Staff / City's designated Project Manager
- A preliminary cost estimate (order of magnitude) will be prepared on schematic/concept plans approved by the City.

Task 2 – Construction Documents(Plans), Specifications, Estimates

In this phase the drawings will be further developed, with a demolition plan, door schedule, door hardware, threshold details, new restroom plans, restroom partition details, fixture details, ADA mounting heights, ADA signage details, accessory details, door relocation details, door dimensions, door clearance details. When exterior openings are modified, waterproofing details shall be shown. Visual warning system shall be provided as a design build specification.

The restroom reconfiguration shall show relocation of fixtures requiring trenching of of slab on grade, relocation of partitions, electrical fixtures and venting if necessary.

The design team will discuss construction phasing expectations for the project with the City.

- Provide 90% Construction Documents, Specifications, and Construction Cost Estimate based on approved Schematic Plans for City review
- Provide a draft construction phasing plan to allow the City to implement the entirety of improvements in phases

- Provide 100% Construction Documents, Specifications, and Construction Cost Estimate addressing City comments on the 90% submittal City review and approval
- Provide final 100% Construction Documents, Specifications, and Construction Cost Estimate address any City comments on the 100% submittal
- Provide final construction phasing plan
- Coordination and up to 2 meetings with City Staff / City's designated Project Manager

Task 3 – Bid Support

Assist the City in preparation of Bid Package and provide responses to questions received during the bid phase.

Task 4 – Construction Support

Construction Support services during construction of the improvements from the approved final

Construction Documents and Specifications including but not limited to.:

- Attend 3 meetings during construction phase
- Respond to Requests for Information (RFI)
- General Plan interpretation not requiring a RFI
- Review and provide recommendations to Change Order requests
- Prepare as-builts

Task 5 – Space Planning Optional

Optional service/task unrelated to the ADA improvement, the City Is interested in creating an additional meeting room at the City Hall facility.

This will most likely require structural, electrical and mechanical engineering for the new space. Finishes will also be selected to match existing finish palatte. Our team may also select furniture(approved by the City) and will provide a furniture plan.

- Coordination and 3 meetings with City Staff / City's designated Project Manager
- Field measurements required to prepare space plan for additional meeting room
- Consultant to prepare construction documents to the additional meeting room coordinated with the ADA improvements

Schedule:

Week 1-2 Task 1
Week 3 City review
Week 4-6 Task 2
Week 7 City review
Week 8 Task 2 Complete
Task 5 may be combined into this schedule above

Notes: This proposal assumes the project has no federal funding or is associated with any Federal Entity. Geotechnical Report, Lead and Asbestos Testing and Remediation, Title 24 Calculations, Civil Engineering are not included.

City to determine if electric meters in outside closet are abandoned or in use
This proposal assumes there are no major structural modifications necessary and no bearing walls are affected, and whole building structural calculations are not necessary. Door adjustments for strikeside clearance are assumed to be non-load bearing framing adjustments.
Task 5 Planning of Meeting Room assumes interior room, with allowances for Electrical and Mechanical engineering.

PACIFIC ARCHITECTURE AND ENGINEERING HOURLY FEE PROPOSAL

FEE			
TASK 1 PROGRAMMING			$5,736.00
TASK 2 CONSTRUCTION DOCUMENTS PLANS ESTIMATE			$21,305.15
TASK 3 BID SUPPORT			$1,321.42
TASK 4 CONSTRUCTION SUPPORT			$3,154.72
TASK 5 SPACE PLANNING			$4,426.87
REIMBURSABLES			$800.00
GRAND TOTAL			$36,744.16

TASK 1 PROGRAMMING			
	Contract Rates	Hours	Total
Project Architect	$171.00	16	$2,736.00
Project Manager	$165.00	0	$0.00
Senior Engineer II	$145.00	8	$1,160.00
Designer II	$95.00	0	$0.00
Senior Engineer III	$161.00	0	$0.00
Designer III	$125.00	8	$1,000.00
Engineer II	$105.00	8	$840.00
Designer I	$85.00	0	$0.00
Engineer I	$75.00	0	$0.00
Engineering Aide	$55.00	0	$0.00
	Total	**40**	**$5,736.00**

TASK 2 CONSTRUCTION DOCUMENTS PLANS ESTIMATE			
	Contract Rates		Total
Project Architect	$171.00	25	$4,275.00
Project Manager	$165.00	0	$0.00
Senior Engineer II	$145.00	24	$3,480.00
Designer II	$95.00	0	$0.00
Senior Engineer III	$161.00	0	$0.00
Designer III	$125.00	0	$0.00
Engineer II	$105.00	13	$1,365.00
Designer I	$85.00	16	$1,360.00
Engineer I	$75.00	0	$0.00
Engineering Aide	$55.00	0	$0.00
Specialists I	$259.36	0	$0.00
Specialists II	$214.31	0	$0.00
Specialists III	$115.40	0	$0.00
Specialist IV	$208.81	0	$0.00
Specialist VI Life Safety	$289.04	0	$0.00

Sr Engineer IV Struct	$236.29	0	$0.00
Engineer PM IV Struct	$164.85	24	$3,956.40
Drafter IV Struct	$137.38	10	$1,373.75
Engineer PM V MEP	$186.83	0	$0.00
Engineer V MEP	$153.86	16	$2,461.76
Designer V MEP	$126.39	24	$3,033.24
	Total	**152**	**$21,305.15**

TASK 3 BID SUPPORT			
	Contract Rates	Hours	Total
Project Architect	$171.00	4	$684.00
Project Manager	$165.00	0	$0.00
Senior Engineer II	$145.00	0	$0.00
Designer II	$95.00	0	$0.00
Senior Engineer III	$161.00	0	$0.00
Designer III	$125.00	0	$0.00
Engineer II	$105.00	0	$0.00
Designer I	$85.00	0	$0.00
Engineer I	$75.00	0	$0.00
Engineering Aide	$55.00	0	$0.00
Sr Engineer IV Struct	$236.29	0	$0.00
Engineer PM IV Struct	$164.85	2	$329.70
Drafter IV Struct	$137.38	0	$0.00
Engineer PM V MEP	$186.83	0	$0.00
Engineer V MEP	$153.86	2	$307.72
	Total	**8**	**$1,321.42**

TASK 4 CONSTRUCTION SUPPORT			
	Contract Rates	Hours	Total
Project Architect	$171.00	8	$1,368.00
Project Manager	$165.00	0	$0.00
Senior Engineer II	$145.00	0	$0.00
Designer II	$95.00	4	$380.00
Senior Engineer III	$161.00	0	$0.00
Designer III	$125.00	0	$0.00
Engineer II	$105.00	0	$0.00
Designer I	$85.00	0	$0.00
Engineer I	$75.00	0	$0.00
Engineering Aide	$55.00	0	$0.00
Sr Engineer IV Struct	$236.29	0	$0.00
Engineer PM IV Struct	$164.85	4	$659.40

Drafter IV Struct	$137.38	0	$0.00
Engineer PM V MEP	$186.83	4	$747.32
Engineer V MEP	$153.86	0	$0.00
Designer V MEP	$126.39	0	$0.00
	Total	**20**	**$3,154.72**

TASK 5 SPACE PLANNING			
	Contract Rates	Hours	Total
Project Architect	$171.00	6	$1,026.00
Project Manager	$165.00	0	$0.00
Senior Engineer II	$145.00	6	$870.00
Designer II	$95.00	2	$190.00
Senior Engineer III	$161.00	0	$0.00
Designer III	$125.00	0	$0.00
Engineer II	$105.00	0	$0.00
Designer I	$85.00	0	$0.00
Engineer I	$75.00	0	$0.00
Engineering Aide	$55.00	0	$0.00
Specialists I	$259.36	0	$0.00
Specialists II	$214.31	0	$0.00
Specialists III	$115.40	0	$0.00
Specialist IV Waterproofomg	$208.81	0	$0.00
Specialist VI	$197.82	0	$0.00
Sr Engineer IV Struct	$236.29	0	$0.00
Engineer PM IV Struct	$164.85	4	$659.40
Engineer V MEP	$153.86	6	$923.16
Designer V MEP	$126.39	6	$758.31
	Total	**30**	**$4,426.87**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rene Williams Agency 22837 Pacific Coast Hwy Ste D Malibu CA 90265-5841	**CONTACT NAME:** Esther Campos **PHONE (A/C, No, Ext):** 310-317-4433 **FAX (A/C, No):** 310-317-4436 **E-MAIL ADDRESS:** Rwilliams@farmersagent.com
INSURED PACIFIC ARCHITECTURE AND ENGINEERING 730 Arizona Ave Santa Monica CA 90401	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lloyds of London **INSURER B :** FARMERS INSURANCE COMPANY **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	PSF02222273	11/19/2019	11/19/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 2,000,000 $ 250,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $ 500
A	AUTOMOBILE LIABILITY ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	PSF02222273	11/19/2019	11/19/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	B09478570	11/19/2019	11/19/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROFFESSIONAL LIABILITY			PSF02222273	11/19/2019	11/19/2020	CLAIMS MADE	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS A ADDITIONAL INSURED UNDER POLICY PSF02222273 AND WORKERS COMP B09478570.

CERTIFICATE HOLDER

The City of Rolling Hills The City, its elected officials
officers, agents, employees, and volunteers
2 Portugese Bend
Rolling Hills CA 90274

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rene Williams

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 22 day of February 2021 in the City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Pacific Architecture and Engineering, Inc., a corporation (hereinafter the "CONSULTANT").

1. RECITALS:

A. On February 24, 2020, the City entered into a Professional Services Agreement with Consultant ("Agreement") for architectural and engineering design services to prepare ADA improvement plans for the City; and

B. City and Consultant now desire to amend the Agreement to expand the scope of work, clarify the term, and increase the cost so that Consultant may provide engineering services for the replacement of the generator at City Hall; and

C. CONSULTANT is well qualified by reason of education, training, and experience to perform such services; and

D. CONSULTANT is willing to render such professional services as hereinafter defined.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this Agreement.

1. CITY and CONSULTANT agree to replace Exhibit A that was attached to the Agreement with Exhibit A that is attached to this First Amendment and incorporated herein by reference.

2. Paragraph 3 (COST) of the Agreement is amended to read as follows:

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit A subject to an amount not to exceed $40,840.59. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings, and miscellaneous costs, estimated to be accrued during that period. It also includes any escalation or inflation factors anticipated. Any increase in Agreement cost or scope of work shall be by express written amendment approved by the CITY and CONSULTANT.

3. Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

9. TERM OF CONTRACT

This Agreement shall be valid until the completion of the construction based on the plans prepared pursuant to Project 1 (Architectural and Engineering Design Services to Prepare ADA Improvements for City) identified in Exhibit A.

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

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

CITY OF ROLLING HILLS

CITY MANAGER:

ELAINE JENG

PACIFIC ARCHITECTURE AND ENGINEERING, INC.

PRINCIPAL PROJECT MANAGER

JUN FUJITA HALL

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

for

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
Scope of Work

Task 1 – Programming

The PAC team will first conduct a site visit, field measure and create as-builts that capture the dimensions required for ADA compliant upgrades as identified in the third party survey.

The new 2019 California Building Code Chapter 11b shall be applied towards ADA upgrades and the Design Team will recommend the most feasible way to complete ADA upgrades. There may be more than one way to achieve ADA compliance and the Design Team will discuss alternatives with the City. Please note that ADA compliance not listed in the survey may be triggered.

The concept plans shall show the plan of the building with notes for the Upgrades and Design Team will obtain approval of the design from the City Project Manager.

The restroom reconfiguration will require relocation of wall partitions, and may also include relocation of mechanical vents, as well as lighting fixtures. From the survey we understand the ADA upgrade work to include 50 doors, a counter, signage, restrooms, assembly areas, break room, and sink ADA upgrades.

If Cost Estimate is beyond City's expectations, City and Design Team will discuss options for the Scope of Work.

- Review of draft Accessibility Survey/Transition Plan, research code, site visits, field measurements
- Schematic plans/concept plans
- Coordination and up to 3 meetings with City Staff / City's designated Project Manager
- A preliminary cost estimate (order of magnitude) will be prepared on schematic/concept plans approved by the City.

Task 2 – Construction Documents(Plans), Specifications, Estimates

In this phase the drawings will be further developed, with a demolition plan, door schedule, door hardware, threshold details, new restroom plans, restroom partition details, fixture details, ADA mounting heights, ADA signage details, accessory details, door relocation details, door dimensions, door clearance details. When exterior openings are modified, waterproofing details shall be shown. Visual warning system shall be provided as a design build specification.

The restroom reconfiguration shall show relocation of fixtures requiring trenching of of slab on grade, relocation of partitions, electrical fixtures and venting if necessary.

The design team will discuss construction phasing expectations for the project with the City.

- Provide 90% Construction Documents, Specifications, and Construction Cost Estimate based on approved Schematic Plans for City review
- Provide a draft construction phasing plan to allow the City to implement the entirety of improvements in phases

- Provide 100% Construction Documents, Specifications, and Construction Cost Estimate addressing City comments on the 90% submittal City review and approval
- Provide final 100% Construction Documents, Specifications, and Construction Cost Estimate address any City comments on the 100% submittal
- Provide final construction phasing plan
- Coordination and up to 2 meetings with City Staff / City's designated Project Manager

Task 3 – Bid Support

Assist the City in preparation of Bid Package and provide responses to questions received during the bid phase.

Task 4 – Construction Support

Construction Support services during construction of the improvements from the approved final

Construction Documents and Specifications including but not limited to.:

- Attend 3 meetings during construction phase
- Respond to Requests for Information (RFI)
- General Plan interpretation not requiring a RFI
- Review and provide recommendations to Change Order requests
- Prepare as-builts

Task 5 – Space Planning Optional

Optional service/task unrelated to the ADA improvement, the City Is interested in creating an additional meeting room at the City Hall facility.

This will most likely require structural, electrical and mechanical engineering for the new space. Finishes will also be selected to match existing finish palatte. Our team may also select furniture(approved by the City) and will provide a furniture plan.

- Coordination and 3 meetings with City Staff / City's designated Project Manager
- Field measurements required to prepare space plan for additional meeting room
- Consultant to prepare construction documents to the additional meeting room coordinated with the ADA improvements

Schedule:

Week 1-2 Task 1
Week 3 City review
Week 4-6 Task 2
Week 7 City review
Week 8 Task 2 Complete
Task 5 may be combined into this schedule above

Notes: This proposal assumes the project has no federal funding or is associated with any Federal Entity. Geotechnical Report, Lead and Asbestos Testing and Remediation, Title 24 Calculations, Civil Engineering are not included.

City to determine if electric meters in outside closet are abandoned or in use
This proposal assumes there are no major structural modifications necessary and no bearing walls are affected, and whole building structural calculations are not necessary. Door adjustments for strikeside clearance are assumed to be non-load bearing framing adjustments.
Task 5 Planning of Meeting Room assumes interior room, with allowances for Electrical and Mechanical engineering.

PACIFIC ARCHITECTURE AND ENGINEERING HOURLY FEE PROPOSAL

FEE			
TASK 1 PROGRAMMING			$5,736.00
TASK 2 CONSTRUCTION DOCUMENTS PLANS ESTIMATE			$21,305.15
TASK 3 BID SUPPORT			$1,321.42
TASK 4 CONSTRUCTION SUPPORT			$3,154.72
TASK 5 SPACE PLANNING			$4,426.87
REIMBURSABLES			$800.00
GRAND TOTAL			$36,744.16

TASK 1 PROGRAMMING			
	Contract Rates	Hours	Total
Project Architect	$171.00	16	$2,736.00
Project Manager	$165.00	0	$0.00
Senior Engineer II	$145.00	8	$1,160.00
Designer II	$95.00	0	$0.00
Senior Engineer III	$161.00	0	$0.00
Designer III	$125.00	8	$1,000.00
Engineer II	$105.00	8	$840.00
Designer I	$85.00	0	$0.00
Engineer I	$75.00	0	$0.00
Engineering Aide	$55.00	0	$0.00
	Total	**40**	**$5,736.00**

TASK 2 CONSTRUCTION DOCUMENTS PLANS ESTIMATE			
	Contract Rates		Total
Project Architect	$171.00	25	$4,275.00
Project Manager	$165.00	0	$0.00
Senior Engineer II	$145.00	24	$3,480.00
Designer II	$95.00	0	$0.00
Senior Engineer III	$161.00	0	$0.00
Designer III	$125.00	0	$0.00
Engineer II	$105.00	13	$1,365.00
Designer I	$85.00	16	$1,360.00
Engineer I	$75.00	0	$0.00
Engineering Aide	$55.00	0	$0.00
Specialists I	$259.36	0	$0.00
Specialists II	$214.31	0	$0.00
Specialists III	$115.40	0	$0.00
Specialist IV	$208.81	0	$0.00
Specialist VI Life Safety	$289.04	0	$0.00

Sr Engineer IV Struct	$236.29	0	$0.00
Engineer PM IV Struct	$164.85	24	$3,956.40
Drafter IV Struct	$137.38	10	$1,373.75
Engineer PM V MEP	$186.83	0	$0.00
Engineer V MEP	$153.86	16	$2,461.76
Designer V MEP	$126.39	24	$3,033.24
	Total	**152**	**$21,305.15**

TASK 3 BID SUPPORT			
	Contract Rates	Hours	Total
Project Architect	$171.00	4	$684.00
Project Manager	$165.00	0	$0.00
Senior Engineer II	$145.00	0	$0.00
Designer II	$95.00	0	$0.00
Senior Engineer III	$161.00	0	$0.00
Designer III	$125.00	0	$0.00
Engineer II	$105.00	0	$0.00
Designer I	$85.00	0	$0.00
Engineer I	$75.00	0	$0.00
Engineering Aide	$55.00	0	$0.00
Sr Engineer IV Struct	$236.29	0	$0.00
Engineer PM IV Struct	$164.85	2	$329.70
Drafter IV Struct	$137.38	0	$0.00
Engineer PM V MEP	$186.83	0	$0.00
Engineer V MEP	$153.86	2	$307.72
	Total	**8**	**$1,321.42**

TASK 4 CONSTRUCTION SUPPORT			
	Contract Rates	Hours	Total
Project Architect	$171.00	8	$1,368.00
Project Manager	$165.00	0	$0.00
Senior Engineer II	$145.00	0	$0.00
Designer II	$95.00	4	$380.00
Senior Engineer III	$161.00	0	$0.00
Designer III	$125.00	0	$0.00
Engineer II	$105.00	0	$0.00
Designer I	$85.00	0	$0.00
Engineer I	$75.00	0	$0.00
Engineering Aide	$55.00	0	$0.00
Sr Engineer IV Struct	$236.29	0	$0.00
Engineer PM IV Struct	$164.85	4	$659.40

Drafter IV Struct	$137.38	0	$0.00
Engineer PM V MEP	$186.83	4	$747.32
Engineer V MEP	$153.86	0	$0.00
Designer V MEP	$126.39	0	$0.00
	Total	**20**	**$3,154.72**

TASK 5 SPACE PLANNING			
	Contract Rates	Hours	Total
Project Architect	$171.00	6	$1,026.00
Project Manager	$165.00	0	$0.00
Senior Engineer II	$145.00	6	$870.00
Designer II	$95.00	2	$190.00
Senior Engineer III	$161.00	0	$0.00
Designer III	$125.00	0	$0.00
Engineer II	$105.00	0	$0.00
Designer I	$85.00	0	$0.00
Engineer I	$75.00	0	$0.00
Engineering Aide	$55.00	0	$0.00
Specialists I	$259.36	0	$0.00
Specialists II	$214.31	0	$0.00
Specialists III	$115.40	0	$0.00
Specialist IV Waterproofomg	$208.81	0	$0.00
Specialist VI	$197.82	0	$0.00
Sr Engineer IV Struct	$236.29	0	$0.00
Engineer PM IV Struct	$164.85	4	$659.40
Engineer V MEP	$153.86	6	$923.16
Designer V MEP	$126.39	6	$758.31
	Total	**30**	**$4,426.87**

Scope of Work:

Engineers will survey the existing generator system, make recommendation of generator options

1. Electrical
a. Evaluate existing building loads and estimate new future back up power loads with facilities engineers and management.

2. Mechanical
a. Provide calculations for heat load of new generator system.

3. Plumbing
a. Evaluate existing conditions of fuel piping.

Exclusions: Notifications letter, labels, labels, postage, shall be produced and mailed by City. Hours may be moved within tasks. City Electrician may need to provide a trace.

Fee

ASSESSMENT			
	Rates	Hours	Total
Project Manager	$ 171.00	4	$ 684.00
Engineer Project Manager V	$ 186.83	2	$ 373.66
Engineer V	$ 153.86	14	$ 2,154.04
Designer V	$ 126.39	7	$ 884.73
SUBTOTAL		0	$ 4,096.43

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 28 day of June 2021 in the City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Pacific Architecture and Engineering, Inc., a California corporation (hereinafter the "CONSULTANT").

1. RECITALS:

A. On February 24, 2020, the CITY entered into a Professional Services Agreement with CONSULTANT ("Agreement") for architectural and engineering design services to prepare ADA improvement plans for the CITY; and

B. On February 22, 2021, the CITY and CONSULTANT entered into a First Amendment to expand the scope of work in the Agreement, clarify the term, and increase the cost for the CONSULTANT to provide engineering services for the replacement of the generator at City Hall (the "First Amendment"); and

C. CITY and CONSULTANT now desire to amend the Agreement to expand the scope of work, and increase the cost so that CONSULTANT may provide engineering services for (1) the installation of a photo voltaic system per the General Assessment Report dated April 18, 2019 and (2) needed upgrades to the existing structure that houses the generator; and

D. CONSULTANT is well qualified by reason of education, training, and experience to perform such services; and

E. CONSULTANT is willing to render such professional services as hereinafter defined.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this Agreement.

1. CITY and CONSULTANT agree to supplement Exhibit A (Scope of Work) that was attached to the First Amendment with Exhibit A (Scope of Work - Supplemental) that is attached to this Second Amendment and incorporated herein by reference.

2. Paragraph 3 (COST) of the Agreement is amended to read as follows:

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit A (Supplemental) in an amount not to exceed $58,897.42, herby increasing the previously approved

amount of $40,840.59 to the current amended and increased not to exceed amount of $99,738.01 This not to exceed amount includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings, and miscellaneous costs, estimated to be accrued during that period. It also includes any escalation or inflation factors anticipated. Any increase in Agreement cost or scope of work shall be by express written amendment approved by the CITY and CONSULTANT.

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

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

CITY OF ROLLING HILLS

CITY MANAGER:

ELAINE JENG

PACIFIC ARCHITECTURE AND ENGINEERING, INC.

PRINCIPAL PROJECT MANAGER

JUN FUJITA HALL

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

Exhibit A
Scope of Work (Supplemental)

Scope of Work:

The Scope of Work includes bid documents for the installation of a photo voltaic system per the Generator Assessment Report dated April 19, 2021. The structure that houses the current generator also requires upgrade and removal of moat and generator. This structure also has extensive water intrusion, and the waterproofing requires replacement and detailing by CONSULTANT. The new solar panels will also require waterproofing details at penetrations at the connections and penetrations and may require a replacement roof. The Solar Panel connections shall also require a structural engineer to calculate the loads and connections. Scope of work includes plans, specifications and cost estimate.

FEES:

Rolling Hills Solar Panel Installation	
DESIGN DEVELOPMENT & COST	$ 10,316.48
CONSTRUCTION DOCUMENTS & COST	$ 34,640.64
PERMITTING	$ 3,461.66
CONSTRUCTION ADMINISTRATION	$ 9,478.64
Reimbursable	$ 1,000.00
GRAND TOTAL	$58,897.42

SCOPE OF WORK TASKS:

Generator Structure

The structure housing the generator has failing waterproofing and needs to be replaced. CONSULTANT will detail the condition to replace the waterproofing and determine best way to eliminate moat and prepare Construction Documents.

Roofing

Specification of new roof and waterproofing details for penetrations through roof membrane for Solar
Photovoltaic System.

Solar

Electrical infrastructure for Solar Photovoltaic System.
Provide Calculations for new solar system inverters and equipment.
Determine with CITY exact configuration of solar panel and prepare layout of location of solar panels

Solar Equipment
Locate and obtain approval from CITY for location of solar equipment
Leave room for future battery back-up.

Fence around Solar Equipment
Solar equipment will need to be fenced as it is high voltage

Temporary Power
Examine if ATS is in use currently, and discuss with CITY further decisions for temporary power via a rented generator.

Solar Panel Structural Load
Calculate structural load of solar panels and detail connection to building

Remove Generator
Include removal of current generator in demo plans.

Cost Estimate
Include cost estimate in each phase.

Agenda Item No.: 7.G
Mtg. Date: 05/09/2022

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 BOLTON ENGINEERING CORPORATION TO PERFORM A TOPOGRAPHIC SURVEY AT THE CITY HALL CAMPUS TO SUPPORT THE IMPROVEMENTS REQUESTED BY THE NEEDS OF SENIOR COMMITTEE.**

DATE: **May 09, 2022**

BACKGROUND:
At the April 11, 2022 City Council meeting, Council received a presentation from the Rolling Hills Community Association Needs of Seniors Committee on suggested improvements to the City Hall Campus. Council directed staff to work with the city's landscape architect (hired previously to inventory the existing City Hall campus irrigation system) on the suggested improvements and report back at the May 23, 2022 City Council meeting.

DISCUSSION:
Staff held a kick off meeting with the landscape architect, Evan Smith and is awaiting his initial report and findings on the irrigation system. Landscape architect Evan Smith expressed at the kick-off meeting the need for a topographic survey of the City Hall campus to ensure the inventoried irrigation system is properly recorded. One of the improvement suggested by the Needs of the Seniors Committee is to level the grassy area between the Rolling Hills Community Association office building and City Hall. To do so appropriate, a topographic survey would be needed.

Previously, the city hired Bolton Engineering Corporation (Bolton) to survey the tennis courts, and to provide civil engineering plans to bring the accessible paths of the tennis courts to comply with the American with Disability Act (ADA). In light of the conversation with the landscape architect Evan Smith, staff reached out to Bolton to find out if topographic survey was available for the City Hall campus at the time the company was commissioned for engineering work at the tennis courts. Bolton confirmed that they did not furnish a topographic survey for the City Hall campus, only the tennis courts. Bolton was asked to provide a proposal to for a topographic survey for the campus. With both sets of data provided by the same company, there is an opportunity to merge the data to have topographic information for

the campus and tennis courts to approach the planning holistically.

Additionally, to offset potential General Fund expenditures, staff submitted a future project request using Metro Measure R and M monies to re-imagine and refurbish the parking lot and outer ring of the campus to include Active Transportation elements as well as resurface the asphalt.

FISCAL IMPACT:
Bolton's proposal to provide a topographic survey for the City Hall campus is $5,000. If the City Council should approve to engage for services, there is sufficient budget in the FY 2021-2022 adopted budget in account 890 Consulting Fees to fund Bolton's professional services fee.

RECOMMENDATION:
Approve as presented and direct staff to prepare a Professional Services Agreement with Bolton Engineering Corporation.

ATTACHMENTS:
CL_AGN_220509_Bolton_CHCampus_SurveyProposal.pdf

Bolton Engineering Corporation

25834 Narbonne Ave. Suite 210
Lomita, CA 90717
tel (310) 325-5580 fax (310) 325-5581

April 19, 2022

Client: City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, Ca

Ordered By: Christian Horvath
chorvath@cityofrh.net

Subject: Topographic Survey Proposal – 2 Portuguese Bend Rd.

I. Scope of Work

- Topographic Survey: Locate all structures, hardscape, fences, walls, observable above ground utilities, trees greater than 6" in diameter and spot elevations.
- Prepare drawing showing property lines and topography with contours at 1 foot intervals.

Proposed Fee: $ 5,000.00
Required Retainer: $ 1,500.00

II. Deliverables

Pdf copy and stamped hard copy of topographic survey.

III**. Exclusions:**

- Fee estimates for surveying are based on the following assumptions. All parts of the property will be reasonably free of visually obstructing vegetation or objects. The subject site will be open and readily available for our entry without delay. The dimensions of the subject property, legal descriptions, and surrounding surveys will close mathematically. The controlling survey monuments will be readily available and in their proper locations.
- Project revisions, additions, and other services not included in the scope of work above are in addition. Meetings and personal appearances are included only to the extent outlined above.
- All fees or levies required by government agencies will be assumed by the client and are not included in the fee proposal. Reproduction and other incurred costs on the client's behalf are additional.
- Easement plotting not included in proposed fee.
- Property line staking not included in proposed fee.

Hourly Rates are as follows:

Principal-	$290.00	Reg. Land Surveyor -	$160.00	Drafting -	$ 100.00
Reg. Chief Engineer -	$195.00	1 Person Survey Party -	$150.00	Messenger -	$ 75.00
Reg. Civil Engineer -	$160.00	2 Person Survey Party -	$245.00		
Staff Engineer-	$130.00	Surveyor Office -	$120.00		

Approximate cost, where indicated, is neither a maximum nor a fixed price unless so stated. Retainers are credited to final billing. Interest rate shall be 12 percent. The undersigned client authorizes BOLTON ENGINEERING CORPORATION (BEC) to perform the above described work. Reproduction costs and Government fees are not included in the fee and shall be paid for by the client. The fee or balance of the fee is due and payable upon completion of the work. Work performed over an extended period will be invoiced monthly and due and payable the 10th of the month following date of invoice. Client acknowledges services are relating to improvement of real property. Accounts unpaid over 30 days will be charged a service charge of one and one half percent per month (18% per annum), not to exceed 5 percent over the rate charged by the Federal Reserve Bank of San Francisco to member banks on the 25th of the month preceding this contract.

If a suit or other legal action is instituted to collect fees, client agrees to pay, in addition, all costs of collection and reasonable attorney's fees. Hourly rates will be adjusted annually. Work may be canceled before completion by written request by either party, and invoiced on an hourly basis to point of cancellation. Client acknowledges this as a "preliminary 20 day notice" and understands that if bills are not paid in full for services furnished, the improved property may be subject to mechanics liens. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator's may be entered in any Court having jurisdiction thereof. In event that BEC is required to appear in any legal action relating to any work performed under this agreement, client agrees to pay BEC prevailing hourly rates for such appearance, reasonable attorney's fees and costs.

To authorize work under the outlined terms, please sign and initial one copy of this document and return to our offices. Thank you for the opportunity to propose on this project.

Regards,

BOLTON ENGINEERING CORP.

Accepted By:

_____ _____

Signature Date

_____

Title

Agenda Item No.: 7.H
Mtg. Date: 05/09/2022

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **REPORT BY BUDGET/AUDIT/FINANCE COMMITTEE ON MEETING HELD ON APRIL 25, 2022**

DATE: **May 09, 2022**

BACKGROUND:
The Finance/Budget/Audit Committee meets annually to go over the following items:

- Consideration of Updates to the Schedule of Fees and Charges
- Investment Policy
- Financial, Budget and Debt Policy
- Asset Capitalization Policy

DISCUSSION:

Consideration of Update to Schedule of Fees and Charges

The City Manager went over the Schedule of Fees and Charges and indicated that for Fiscal Year 2022-2023, staff is proposing the following change to the Consolidated Tax and Fee Schedule:

Review by Committee on Trees and Views Processing fee $6,000 for complaints against one property.

Review by Committee on Trees and Views Processing fee $10,000 for complaints against multiple properties.

Chapter 17.26 of the Rolling Hills Municipal Code (RHMC) was adopted by Ordinance 354 on October 23, 2017. Since adoption, the first view case to be processed was the case between 59 and 61 Eastfield Drive. The case was filed in October 2020. The vegetation owner filed an appeal of the Committee on Trees and Views decision to the City Council and the City Council denied the appeal at the April 11, 2022 City Council meeting, bringing the case to a close.

Staff, including the City Attorney's office, has worked on the case since the initial filing. Taking

a snap shot of the City Attorney expenses relating to the 59 and 61 Eastfield Drive view case between May, 2021 and November, 2021, a total of $10,678 was paid by the city to the contracted attorney for services relating to the case. Currently, the Consolidated Tax and Fee Schedule allows the city to charge $2,000 for view impairment case to be reviewed by Committee on Trees and Views. The charge is purposed to recover city expenses relating to processing the case by staff and by contracted staff. Not taking into consideration staff time spent on the 59 and 61 Eastfield Drive case, and taking a very conservative inventory of the City Attorney's expenses relating to the case, the recovery on the case was 19% of the actual cost.

The Committee Member's discussed the proposed processing fee increase. Member Black preferred lowering the fee to $1000 and thought it was acceptable to charge per property. Member Pieper preferred leaving it at $2000 but believed the proposed increases were a barrier. The Committee recommends leaving the fee as is at $2000 or decreasing to $1000 and to begin charging the fee per property. There were no other changes discussed.

Review Investment Policy; Financial, Budget and Debt Policy; and Asset Capitalization Policy.

Each year, the City Council reviews the City's policies to ensure they are still relevant and appropriate. In general, policies do not change often and are only updated as needed based on changing circumstances and/or new practices implemented by staff or Council. In addition, at the beginning of each fiscal year, City Council should re-adopt is required to adopt its investment policy and include any changes to state law, specifically Government Code Sections 53600-53609 and 53630-53686, which govern local agency investing. Although no changes are proposed at time, staff will return in July with any changes to the policy based on changes to state law, if applicable.

Staff had reviewed the Financial, Budget and Debt Policies and did not recommend any changes at this time to the Financial, Budget, and Debt Policies.

However, staff thought it was important to note that, per the reserve policies contained within the policy document, the City shall strive to maintain $500,000 in reserves in the Self-Insurance Fund. Currently, the reserve balance is $260,374. Given the General Fund has adequate unassigned reserves, the City Council may wish to direct staff to transfer approximately $240,000 from the General Fund to the Self-Insurance to achieve the desired goal of $500,000.

The Committee recommends a change in policy to maintain a reserve of $250,000.00 for the Self-Insurance fund. They also directed staff to look into deductibles on our current policy and ascertain if it would change our rates or not.

Reclassification of Code Enforcement Officer Position to a Planner Position

The Planning and Community Services Department operates to provide development services and code enforcement for the City of Rolling Hills. The Director of the department resigned in October 2021. A new director was hired in late November 2022. The previous Code Enforcement Officer left the City at the end of 2021. Staff hired a part-time contract planner from Michael Baker International from mid-January to late-March 2022, and has had a part-time contract code enforcement officer from Willdan Engineering since the beginning of March

2022. However, staff finds there is a need to hire a full-time planner to handle development applications and to assist the code enforcement officer with enforcement cases.

Over the past few years, the City has taken a more proactive approach to the dead vegetation ordinance enforcement. Eventually, a full-time code enforcement officer position was created in 2019. Although this benefits the City in terms of code enforcement and bringing issues into compliance, staff found majority of the time, the Code Enforcement Officer was working on zoning and building code violations that require extensive coordination with a planner, and the building department.

More recently, staff has found that a part-time code enforcement officer through contract services is a more effective way to provide code enforcement services. This is because the officer is properly trained through a reputable company that specializes in providing code enforcement services and has the resources through the company to deal with difficult or unexpected situations. It is in the best interest of the code enforcement officer to maintain the company's reputation in providing a high standard of service. Furthermore, a part-time code enforcement officer saves the City in salary costs through reduced hours, and the City does not bear the cost of having to pay for long-term pension benefits.

As such, it is staff's recommendation that the full-time code enforcement officer position be reclassified as a planner position and the City retain a contract for code enforcement services through a professional services agreement. This benefits the City by improving services in both planning and code enforcement. Additionally, the planner would assist in code enforcement complaints to bring properties up to code compliance.

The Committee recommends approving staff's recommendation.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and File

ATTACHMENTS:

Agenda Item No.: 7.I
Mtg. Date: 05/09/2022

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **INVESTMENT POLICY, FINANCIAL, BUDGET AND DEBT POLICIES AND RESOLUTION NO. 953 - ASSET CAPITALIZATION POLICY**

DATE: **May 09, 2022**

BACKGROUND:
Each year, the City Council reviews the City's policies to ensure they are still relevant and appropriate. In general, policies do not change often and are only updated as needed based on changing circumstances and/or new practices implemented by staff or Council. In addition, at the beginning of each fiscal year, City Council should re-adopt is required to adopt its investment policy and include any changes to state law, specifically Government Code Sections 53600-53609 and 53630-53686, which govern local agency investing. Although no changes are proposed at time, staff will return in July with any changes to the policy based on changes to state law, if applicable.

DISCUSSION:

Staff has reviewed the Financial, Budget and Debt Policies and we are not recommending any changes at this time to the Financial, Budget, and Debt Policies.

However, staff thought it was important to note that, per the reserve policies contained within the policy document, the City shall strive to maintain $500,000 in reserves in the Self-Insurance Fund. Currently, the reserve balance is $260,374. Given the General Fund has adequate unassigned reserves, the City Council may wish to direct staff to transfer approximately $240,000 from the General Fund to the Self-Insurance to achieve the desired goal of $500,000.

The Committee recommends a change in policy to maintain a reserve of $250,000.00 for the Self-Insurance fund. They also directed staff to look into deductibles on our current policy and ascertain if it would change our rates or not.

FISCAL IMPACT:

There is no fiscal impact upon the City with review and confirmation of the City's financial policies as presented, unless the City Council decides to transfer funds from the General Fund to the Self-Insurance Fund as discussed in this report.

RECOMMENDATION:

Review and confirm the Investment Policy, the Financial, Budget and Debt Policies, with changes as recommended and Resolution No. 953 – Asset Capitalization Policies. Direct staff to prepare a resolution memorializing the reduction in the Self-Insured Fund Reserves.

ATTACHMENTS:
AssetCapitalization_Policy_Resolution No. 953.pdf
Financial_Policies.pdf
Investment_Policy.pdf

RESOLUTION NO. 953

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTABLISHING AN ASSET CAPITALIZATION POLICY

WHEREAS, Government Accounting Standards Board (GASB) Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments, requires State and Local Government to include the original cost of fixed assets in the statement of net assets as part of the government-wide financial statements; and

WHEREAS, an asset capitalization policy is necessary to establish a reasonable capitalization threshold for all types of assets and this policy should facilitate depreciating those assets over their estimated useful lives; and

WHEREAS, a capitalization threshold is the monetary part of the criteria by which an organization determines whether an asset should be reported on the balance sheet; and

WHEREAS, the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local and Indian Tribal Governments, Attachment B, section 19(a)(2) and 19(d) allows property costing up to $5,000 to be charged to federal grants as supplies, rather than capital outlay without specific awarding agency approval; and

WHEREAS, depreciation represents the recognition of the cost of an asset over time, by calculating its estimated loss in value during each accounting period; and

WHEREAS, GASB Statement No. 34 allows local government to use any established depreciation method;

NOW, THEREFORE, BE IT RESOLVED that in accordance with GASB Statement No. 34, the City of Rolling Hills Finance Department will:

- Capitalize all assets purchased which have a normal life of at least one year with a per-unit cost of $5,000 or more; and
- Capitalize all site and building improvements with a cost of $5,000 or more; and
- Utilize the straight-line method of depreciation over the estimated useful life for all classes of assets.

PASSED, APPROVED AND ADOPTED THIS 28th DAY OF JUNE, 2004.

THOMAS HEINSHEIMER
MAYOR

ATTEST:

Marilyn Kern
MARILYN KERN, DEPUTY CITY CLERK

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

I certify that the foregoing Resolution No. 953 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTABLISHING AN ASSET CAPITALIZATION POLICY

was approved and adopted at a regular meeting of the City Council on June 28, 2004, by the following roll call vote:

AYES: Councilmembers Black, Hill, Lay, Mayor Pro Tem Pernell and Mayor Heinsheimer.

NOES: None.

ABSENT: None.

ABSTAIN: None.

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

Administrative Offices

_____
DEPUTY CITY CLERK

CITY OF ROLLING HILLS	ADMINISTRATIVE POLICY/PROCEDURES
FINANCIAL, BUDGET AND DEBT POLICIES	
Original Version Effective: 09/24/2007	*See end of document for complete policy history.*
Current Version Effective: 05/11/2020	

Policy Framework:

The purpose of the Financial, Budget and Debt Policies is to guide the City Council and other City officials in developing sustainable, balanced budgets and managing the City's finances in a prudent manner consistent with best practices. The City's commitment to adopting and operating within a balanced budget is a core financial value and policy of the City.

The City of Rolling Hills Financial Policies represents the City's framework for planning and management of the City's fiscal resources. Adherence to the Financial Policies promote sound financial management which can lead to unqualified annual audits, provide assurance to the taxpayers that tax dollars are being collected and spent per City Council direction and provide a minimum of unexpected impacts upon taxpayers and users of public services.

The City Council Finance / Budget Committee shall serve as the City's audit committee for the purpose of recommending the selection of an auditor to the City Council, meeting with the City Auditor, reviewing the annual audit and necessary financial statements, responding to conflicts between management and the auditor and responding to fraudulent activities. The City Council will conduct a competitive process for the selection of the independent external auditor every 6 years to be in conformance with California Government Code Section 12410.6. (b). commencing for Fiscal Year 2021-22. Any non- audit work performed by the independent external auditor, if allowed, will be done under a separate contract approved by the City Council.

The City Manager shall be responsible for developing and, as appropriate, implementing and managing these policies as well as subsidiary policies that execute the City's Financial Policies.

The City's Financial Policies shall be in conformance with all state and federal laws, generally accepted accounting principles (GAAP) and standards of the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA).

1. Financial Reporting Entity:

The City of Rolling Hills was incorporated in 1957 under the general laws of the State of California. The City operates under the Council-Manager form of government. The City Council consists of five members elected at large for overlapping four-year terms. The Mayor and Mayor Pro-Tem are selected from the City Council members and serve a one-year term. The City Council appoints a City Manager, City Attorney and City Treasurer. In addition, the City Council appoints the members of advisory Commissions and Committees.

The City, directly or by contract, provides municipal services as authorized by statute. Services provided include:

- Public safety through the Los Angeles County Sheriff and Fire Department
- Refuse collection by contract with a private hauler
- Water through California Water Service Company

- Sewer through Los Angeles County Sanitation Districts
- Recreation
- Public improvements
- Planning and zoning
- General administrative and support services

2. Financial Reporting Policies:

The City's accounting and financial reporting systems will be maintained in conformance with all state and federal laws, generally accepted accounting principles (GAAP) and standards of the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA). Further, the City will make every attempt to implement all changes to governmental accounting practices at the earliest practical time.

- The financial report should be in conformity with GAAP, demonstrate compliance with finance related legal and contractual provisions, disclose thoroughly with detail sufficient to minimize ambiguity and potential for misleading interferences.

- An annual audit will be performed by an independent public accounting firm with an audit opinion to be included with the City's published Comprehensive Annual Financial Report.

- The City's budget should satisfy criteria as a financial and programmatic policy document, as a comprehensive financial plan, as an operations guide for all organizational units and as a communications device for all significant budgetary issues, trends, and resource choices.

- The City shall evaluate the fiscal impact of proposed changes in employee benefits to be provided. Prior to assuming liability for expanded benefits, a viable funding plan with estimates of long term impacts shall be incorporated into the analysis.

- The City shall endeavor to avoid committing to new spending for operating or capital improvement purposes until an analysis of all current and future cost implications is completed.

- The City shall endeavor to maintain cash reserves sufficient to fully fund the next present value of accruing liabilities, obligations to employees for vested payroll and benefits and similar obligations as they are incurred.

- The City shall prepare and present to the City Council monthly interim revenue and expenditure reports and a Mid-Year Review to allow evaluation of potential discrepancies from budget assumptions.

3. Internal Control Accounting Policies:

To provide a reasonable basis for making management's required representations concerning the finances of the City.

- Accounting Records – Maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP).

- Monthly Posting – Post a monthly record, which maintains each month's activities separate and distinct from another month's work. This provides visibility in locating errors and fixing corrections. Accounting ledgers will be reviewed and reconciled on a monthly

basis to supporting documentation – Cash Receipts, Accounts Payable, Payroll and Monthly Journal Entries.

- Sequential Number – Sequentially numbered instruments will be used for checks and cash receipts. Pre-numbered receipts are controlled and accounted for by an individual with no accounting handling responsibilities. The City's pre-numbered checks and pre-numbered cash receipts should be safeguarded in the Vault. All copies of voided receipt forms are retained, accounted for, and documented.

- Audit Trail – The City's accounting records and systems shall provide an audit trail (e.g. paper document) that allows for the tracing of each transaction from its original document to completion.

4. <u>Operating Management Policies</u>:

The budget process is intended to weigh all competing requests for City resources within expected fiscal constraints. Requests for new, on-going programs made outside the budget process will be discouraged.

- Budget development will consider multi-year implications of current decisions and allocations and use conservative revenue forecasts.

- Revenues will not be dedicated for specific purposes, unless required by law or Generally Accepted Accounting Practices (GAAP). All non-restricted revenues will be deposited in the General Fund (or other designated fund as approved by the City Manager) and appropriated by the City Council.

- Current revenues will fund current expenditures. City revenues will be managed to protect programs from short-term fluctuations that impact expenditures.

- The City will endeavor to identify entrepreneurial solutions to cover or recover costs of operating program.

- The City shall strive to avoid returning to the City Council for new or expanded appropriations during the fiscal year. Exceptions may include emergencies, unforeseen impacts, mid-year adjustments or new opportunities.

- Additional personnel will be requested after service needs have been thoroughly examined and is substantiated for new program initiatives or policy directives.

- All non-Enterprise user fees and charges will be evaluated at least every three years to determine the direct and indirect cost recovery rate. The analysis will be presented to the City Council.

- The City shall endeavor to maintain adequate cash reserves to fund 100% replacement of capital equipment. Replacement costs will be based upon equipment lifecycle financial analysis developed by the Finance Director and approved by the City Manager.

- Balanced revenue and expenditure forecasts will be prepared to examine the City's ability to absorb operating costs due to changes in the economy, service demands, and capital improvements. The forecast will be updated annually and include a four-year outlook.

- Cash and investment programs will be maintained in accordance with the Government Code and the adopted investment policy will ensure that proper controls and safeguards are maintained. City funds will be managed in a prudent and diligent manner with an emphasis on safety of principal, liquidity, and financial return on principal, in that order. Pursuant to State law, the City, at least annually, revises and the City Council affirms a detailed investment policy.

5. Capital Management Policies:

- Capital improvement projects are defined as infrastructure or equipment purchases or construction which results in a capitalized asset and having a useful (depreciable) life of at least one year with a cost of $5,000 or more per the City's resolution Number 953.

- The Finance Department shall utilize the straight-line method of calculating depreciation over the estimated useful life for all classes of assets.

- The capital improvement plan will attempt to include, in addition to current operating maintenance expenditures, adequate funding to support, repair and replace deteriorating infrastructure and avoid a significant unfunded liability.

- Capital improvement lifecycle costs will be coordinated with the development of the City's operating budget. Future operating, maintenance, and replacement costs associated with new capital improvements will be forecast, matched to available revenue sources and be included in the operating budget. Capital project contract awards or purchases will include a fiscal impact statement disclosing the expected operating impact of the project or acquisition and when such cost is expected to occur.

6. Reserve Policies:

It is the goal of the City to obtain and maintain a General Fund operating reserve (Rainy day fund) in the form of cash, of at least 40% of prior year audited annual General Fund revenues to cover normal seasonal cash flow variations, as well as unforeseen emergency or catastrophic impacts upon the City.

- One-time revenue windfalls should be designated as a reserve or used for one-time expenditures. The funds should not be used for on-going operations. For purposes of this policy, one-time revenue windfalls shall include:

  CalPERS rebates
  Tax revenue growth in excess of 10% in a single year
  Unexpected revenues (e.g., litigation settlement)
  Any other revenues the City Council may elect to designate as extraordinary

- All unexpended General Funds from the prior fiscal year will be deposited in the General Fund Reserve Fund (Rainy Day Fund.)

- The City will strive to maintain the Municipal Self-Insurance Fund with a July 1 balance of $500,000.

- The City will strive to transfer $250,000 annually into the Utilities Fund for the purpose of building up the necessary balance for underground projects.

- Enterprise Fund (e.g., for refuse collection) user fees and charges will be examined annually to ensure that they recover all direct and indirect costs of the service, provide for capital improvements and maintenance and maintain adequate reserves. Moreover, maintenance of cash reserves will provide a de facto rate stabilization plan. Rate increases shall be approved by the City Council following formal noticing and public hearing. Rate adjustments for enterprise operations will be based on five-year financial plans unless a conscious decision is made to the contrary. The current cash reserves shall be adjusted annually and will be equal to the proposed annual General Fund subsidy to the Refuse Fund and will be budgeted as a Transfer into the Refuse Fund.

- The City has established a PARS Pension Rate Stabilization Program Section 115 Trust. The Trust was created to fund the City's unfunded PERS Pension Liability and as funds are available they would be deposited into the Trust in order to maintain adequate reserves.

7. Budget Policies:

The function of the City of Rolling Hills is primarily administrative.

A. Categories of Funds

- The City's annual budget contains fifteen different funds managed in conformance with the City's Fund Balance Policy:

  General Fund
  Community Facility Fund
  Self-Insurance Fund
  Refuse Fund
  Traffic Fund
  Transit Fund - Proposition A
  Transit Fund - Proposition C
  Transit Fund – Measure R
  Transit Fund – Measure M
  LA County Measure W
  Capital Projects Fund
  Citizens Options for Public Safety Fund (COPS) Fund
  California Law Enforcement Equipment Program (CLEEP) Fund.
  Utility Fund
  OPEB (Post-Employment Benefits Other Than Pensions) Fund

- Each fund is considered to be a separate accounting entity for budgeting and financial reporting purposes.

- The operations of each fund are accounted for by providing a separate set of self-balancing accounts which are comprised of each fund's assets, liabilities, equity, revenues and expenditures, as appropriate.

- The City resources are allocated to and for individual funds based upon the purpose of the spending activities.

- All funds and reserves will be evaluated annually for long-term adequacy and use requirements in conjunction with development of the City's long-term budget assumptions.

- For approved capital projects unexpended budget appropriations would be reviewed annually by the Finance/Budget/Audit Committee for recommendation for carryover to the following fiscal year.

B. Operating Budget Guidelines

- The Budget is detailed - Expenditures are authorized line by line, item by item. Line items are used to limit precisely the amount and narrowly define what can be spent.

- The Budget is annual - The annual budget period is from July 1 to June 30. The time span of the authority to spend is restricted to one year. Each year the regular cycle of budgeting is repeated.

- The budget is comprehensive – The budget is prepared for all funds expended by the City.

- The City adopts a budget by June 30 of each year.

- Comparative Data - Comparative data from the prior year is presented in the annual budget in order to provide an understanding of changes in the City's financial position and operation.

- Public Hearing - The City Council reviews a tentative budget and adopts the final budget. A public hearing is conducted to receive comments prior to adoption.

C. Financial Review

Throughout the fiscal year, monthly financial reports comparing actual amounts with budgeted amounts are prepared by the Finance Director and submitted to the City Manager and members of the City Council. As these reports are reviewed, attention is drawn to variances between budgeted amounts and actual amounts.

D. Budgeted Revenues & Expenditures

The City reviews fees and charges to keep pace with the cost of providing the service.

8. <u>Debt Management Policies</u>:

The City will seek to avoid incurring debt. While the City is disposed to funding capital improvements and expenditures on a cash basis, the City will consider, and when necessary, enter into debt financing for citywide public improvement projects such as sewers and utility undergrounding.

- Lease Equipment - Office Equipment has been leased on a monthly basis with the expense incurred at the time of payment.

Policy Administrative History:

Adopted September 24, 2007
Revised and Adopted March 24, 2008
Revised and Adopted February 23, 2009
Revised and Adopted March 8, 2010

Reviewed and Adopted February 28, 2011
Revised and Adopted May 23, 2011
Reviewed and Adopted May 14, 2012
Reviewed and Adopted April 22, 2013
Revised and Adopted September 9, 2013
Reviewed and Adopted March 24, 2014
Reviewed and Adopted April 27, 2015
Reviewed and Revised April 25, 2016
Reviewed and Adopted April 24, 2017
Reviewed and Adopted April 22, 2019
Reviewed and Adopted May 11, 2020

CITY OF ROLLING HILLS	ADMINISTRATIVE POLICY/PROCEDURES
INVESTMENT POLICY	
Original Version Effective: 09/24/2007	*See end of document for complete policy history.*
Current Version Effective: 04/09/2018	

1.0 Policy

It is the policy of the City of Rolling Hills to protect, preserve and maintain the assets of the City. It shall invest public funds in a manner that will provide the highest investment return commensurate with maximum security while meeting the cash flow demands of the City and conforming to all State and Local statutes governing the investment of public funds.

2.0 Scope

The City follows the practice of pooling cash and investments of all funds, except for funds in the City's employee deferred compensation plan. Funds contained in the City's pool are designated the "General Portfolio." These funds are accounted for in the Financial Statements of the City and include:

The General Fund
All Special Revenue Funds
All Capital Projects Funds
All Enterprise Funds
All Internal Service Funds
All Trust and Agency Funds

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The City's deferred compensation plans assets are with Nationwide Retirement Solutions and ICMA Retirement Corporation. The Nationwide Retirement Solutions and ICMA Retirement Corporation invests employee account assets in various investment options as directed by the individual employee. Accordingly, these assets are neither controlled by the City nor subject to this investment policy.

3.0 Prudence

The City holds to the "prudent investor standard" in that all investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived and acting as a fiduciary of the public trust. The prudent investor standard set forth in Section 53600.3 of the Government Code states: "When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skills, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with the like aims to safeguard the principle and maintain the liquidity needs of the agency."

4.0 Objectives

The primary objectives, in priority order, of the City of Rolling Hills' investment activities shall be:

4.1. Safety: Safety of principal is the foremost objective of the investment program. "Safety" means that the overall value of City funds shall not be diminished in the process of securing and investing those funds or over the duration of the investments.

4.2. Liquidity: The City of Rolling Hills' investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

The liquidity of each type of investment is included in its description in the "Authorized Investments" section of this policy.

4.3. Return on Investment (Yield): The City of Rolling Hills investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio.

In general, the California Government Code limits authorized investments to those classes of securities which have lower risk (and therefore lower yields) than other higher risk investment choices. In each investment transaction, the anticipated return on investment is subordinate to the preceding requirement of credit and investment risk.

5.0 Delegation of Authority

The City Council has the authority to select financial institutions for the City' investment and bank accounts. The City Council has designated the City Council Finance / Budget Committee, the City Manager, and the City Finance Director with the responsibility for decisions and operations for the following investment and operating bank accounts:

Operating Bank Accounts

- Local Agency Fund administered by the Treasurer of the State of California
- Money market savings accounts
- Checking accounts

Certificates of Deposits/Negotiable Certificates of Deposits or Time Deposits

Certificates of Deposits, Negotiable Certificates of Deposit or Time Deposits with commercial banks and /or savings and loan associations issued by a nationally or state-chartered bank, a savings association, or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union with maturities ranging from 30 days to three years.

6.0 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process are required by the City of Rolling Hills' and State Government Code Section 81000 to disclose annually to the City Council any material financial interests in financial institutions that conduct business with the City and further to disclose any large personal financial / investment positions that could be related to the performance of the City, particularly with regard to the time of purchase and sales, as part of the City's conflict of interest reporting requirements. Said employees are also prohibited from accepting gifts proffered as a direct result of being employees of the City.

7.0 Authorized Financial Dealers, Institutions and Portfolio Managers:

The Finance Director will maintain a list of financial institutions authorized to provide investment services, including portfolio management. No public deposit shall be made except in a qualified public depository as established by State law. Financial institutions authorized to provide investment services to the City, including portfolio management, shall utilize security broker / dealers who are duly licensed and authorized to provide investment services in the State of California.

Anyone providing financial services to the City, including portfolio management must adhere to the City's investment policies as adopted by the City Council.

8.0 Authorized and Suitable Investments:

The surplus funds of the City may be invested in any of the following list of eligible securities.

Surplus funds are defined as those funds not immediately needed for City operations excepting those minimum balances required by the City's banks as compensation for services rendered to the City, or such other funds as otherwise determined by the Finance Director or City Manager.

The list of eligible securities is drawn from the approved investments contained in the California Government Code Sections 53600 et seq., limited further by the provisions of this policy.

For eligibility as a City investment, the following restrictions should be added to those contained in the California Government Code Sections 53601 et seq. They are:

8.1 U.S. Treasury Bonds, Notes & Bills – "Strips" and "Cubes"

The principal and interest portions of U.S. Treasury securities are issued by the Federal Government. Frequently, broker / dealers make a market in these securities by separating the principal and interest components and marketing them separately. The principal portions of their "stripped" securities are marketed at deep discounts. "Strips" and "Cubes" do not provide income streams during the term of the investment, but rather pay a "par" amount at maturity. This makes these investments somewhat more volatile than standard U.S. Treasury securities.

The City will not invest in "strips" or "cubes."

8.2 U.S. Government Agencies

There are numerous government agencies listed which issue debt instruments but many lack the liquidity necessary to fit the City's portfolio requirements possibly including, for example, the issues of Federal Farm Credit Bank, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Home Loan Bank, and the Student Loan Mortgage Corporation.

The City will not purchase these government agency securities.

8.3 Repurchase Agreements

A repurchase agreement is a contractual agreement between a financial institution or dealer and the City in which the City lends its funds to the financial institution or dealer for a certain number of days at a stated rate of interest. In return, the City takes title to securities as collateral until the funds and interest are repaid.

The City will not enter into repurchase agreements.

8.4 Medium Term Corporate Notes

The City will not purchase medium term corporate notes.

8.5 Commercial Paper and Corporate Bonds

The City will not purchase commercial paper or corporate bonds.

8.6 Prohibited Investments

The list of eligible securities contained in the California Government Code is extensive and includes a number of categories which are not suitable investments for City funds because of limitations in the liquidity of the instruments or the interest rates obtainable thereon. The categories in the list which have such limitations are:

The notes or bonds or any obligations of the State of California or of any local agency or district of the State of California.

Notes, bonds or other obligations issued by any other state or the Commonwealth of Puerto Rico.

The city shall not invest any funds pursuant to Section 53600, et. Seq., in any security that could result in zero interest accrual if held to maturity.

9.0 Collateralization:

All City of Rolling Hills' investments shall be collateralized as required by the State Government Code.

10.0 Maximum Maturities:

To the extent possible, the City of Rolling Hills will match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than one (3) years from the date of purchase.

11.0 Internal Control:

The City's external auditor with the support from the Finance Director shall annually conduct an independent review of the internal controls. Additionally, the City's external auditor with support from the Finance Director will annually perform a financial audit. Both may be conducted at the same time, when the City's annual financial audit performed. The external auditor will be an independent certified public accountant who performs his work under generally accepted auditing standards as adopted by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants.

12.0 Performance Standards:

The investment portfolio shall be designated with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs of the City.

13.0 Investment Policy Adoption:

The City Council shall consider and adopt a written Investment Policy annually and accept quarterly Investment Reports as provided in Government Code Section 53646 et al.

Policy Administrative History:

Adopted September 24, 2007
Revised and Adopted February 23, 2009
Revised and Adopted March 8, 2010
Reviewed and Adopted February 28, 2011
Reviewed and Adopted May 14, 2012
Reviewed and Adopted April 22, 2013
Reviewed and Adopted March 24, 2014
Reviewed and Adopted April 27, 2015
Reviewed and Revised April 25, 2016
Reviewed and Adopted April 24, 2017
Reviewed and Adopted April 09, 2018

Agenda Item No.: 9.A
Mtg. Date: 05/09/2022

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

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

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

SUBJECT: **ZONING CASE NO. 21-10: REQUEST FOR APPROVAL FOR A MAJOR MODIFICATION TO A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A NEW 6,094-SQUARE-FOOT RESIDENCE, 4,491-SQUARE-FOOT BASEMENT, 987-SQUARE-FOOT ATTACHED GARAGE, COVERED PORCHES, SWIMMING POOL AND SPA, 1,000-SQUARE-FOOT ACCESSORY DWELLING UNIT, AND OTHER IMPROVEMENTS FOR A PROPERTY LOCATED AT 8 MIDDLERIDGE LANE SOUTH (LOT 254-UR), ROLLING HILLS, CA 90274 (CIMMARUSTI)**

DATE: **May 09, 2022**

BACKGROUND:
On April 19, 2022, the Planning Commission adopted Resolution No. 2022-04 approving Zoning Case No. 21-10 for a major modification to a Site Plan Review for the construction of a new residence, including an attached garage and basement, retaining wall, swimming pool, and grading.

Previous Approvals

On July 16, 2019, the Planning Commission adopted Resolution No. 2019-13 approving Zoning Case No. 956 for a Site Plan Review for grading of 6,790 cubic yards of cut and 5,955 cubic yards of fill with 835 cubic yards of dirt to be exported from the excavation of the basement and pool; to construct a 6,201-square-foot residence with a 3,000-square-foot basement and 880-square-foot attached garage; to construct a 1,172 square foot swimming pool; and to construct a not to exceed 5-foot-high retaining wall along the driveway; a Condition Use Permit to construct an 800-square-foot guest house; and Variances to exceed the maximum permitted disturbance of the lot by 9.9% to up to 49.9%, where maximum permitted is 40%; and to cover 33.3% of the front yard setback with a driveway, where the maximum permitted is 20%. A new driveway apron was approved by the Traffic Commission. The project also included accompanying administrative approvals to construct the following: 1) 1,222 square feet of covered porches for the residence; 2) 238-square-foot entryway for the

residence; 3) 40 square foot pool equipment area; 4) 100-square-foot water feature; 5) 400-square-foot outdoor kitchen; 6) 100-square-foot service yard area; and 7) 337-square-foot attached porch for the guest house.

On August 17, 2021, the Planning Commission adopted Resolution No. 2021-11 granting a two-year time extension for Zoning Case No. 956 to July 16, 2023. The time extension applies to the Site Plan Review, Conditional Use Permit, and Variances.

Zoning, Location, and Lot Description

The property is zoned RAS-2 and excluding roadway easement the net lot area is 137,810 square feet (3.16 acres) in size. The lot is vacant. The existing topography of the project site slopes down approximately 40 feet from the upper area of the Middleridge Lane South to the lowest portion of the lot.

DISCUSSION:

Applicant Request

On September 20, 2021, the new owner, Ralph Cimmarusti (Colorado St. Brand Blvd LLC), submitted a major modification request for the Site Plan Review to relocate the residence 30 feet to the east and raise the finished floor two feet higher in elevation. The motor court and driveway have shifted to align with the orientation of residence and attached garage, however, the driveway apron, which was approved by the Traffic Commission, is in the same location. The maximum roof ridge will be 19.5 feet above finished grade, which is 1.3 feet higher than the approved residence. The changes also include:

- reducing the size of the house to 6,094 square feet and increasing the attached garage to 987 square feet to accommodate a fourth garage space with no change to the overall footprint;
- enlarging the basement from 3,000 square feet to 4,491 square feet; and
- balanced grading of 6,100 cubic yards of cut and 6,100 cubic yards of fill with no import or export of dirt.

The modification eliminates the need for a Condition Use Permit since the guest house will be converted and enlarged to a 1,000-square-foot, two-bedroom accessory dwelling unit (ADU), which is not subject to discretionary review. The Variances to exceed the maximum permitted disturbance of the lot by 9.9% to up to 49.9%, where maximum permitted is 40%; and to cover 33.3% of the front yard setback with a driveway, where the maximum permitted is 20% are still approved. The modification includes the accompanying administrative approvals included in the original approval. The location of the driveway apron and stable set-aside area have been previously approved and will not change.

Site Plan Review

Site Plan Review is required for the construction of the 6,094-square-foot residence, including 4,491-square-foot basement and 987-square-foot attached garage pursuant to Rolling Hills Municipal Code (RHMC) Section 17.46.020; the 1,172-square-foot swimming pool pursuant to RHMC Section 17.46.020; the grading of 6,100 cubic yards of cut and 6,100 cubic yards of fill balanced onsite pursuant to pursuant to RHMC Section 17.46.020; and a not to exceed 5-foot-high retaining wall along a portion of the driveway pursuant to RHMC Sections 17.16.190 and

17.16.210.

Grading

The total grading for the project is proposed to be 12,200 cubic yards (CY): 6,100 CY of cut and 6,100 CY of fill; the grading which will be balanced on site. The western portion of the lot includes 961 CY of cut and 752 CY of fill for the driveway; the depth of the cut will be eight feet and the fill will be six feet. The project includes 1,740 CY of overexcavation and 1,740 CY of recompaction.

The applicant is proposing to use the excavated dirt to flatten surrounding areas. No dirt will be exported. Maximizing the amount of fill on the subject property complies with the goals of the General Plan to balance grading on site. A breakdown of the cubic yards of cut and fill is shown in Table 1.

Table 1. Grading

Area of Grading	CY of Cut	Depth of Cut	CY of Fill	Depth of Fill	Total CY of Grading
Walls	142	7.7’	224	3.8’	366
Driveway	961	8’	752	6’	1,713
Yard	230	2.7’	121	3.2’	351
Main Residence	128	2’	0	0	128
Basement	2,392	14.3’	0	0	2,229
ADU	191	7.1’	12	2.2’	203
Pool and Spa	306	8.1’	0	0	306
Total (Grading Balanced on-site)	**6,100**	**n/a**	**6,100**	**n/a**	**12,200**

Source: Grading calculations provided by applicant

Variance

Zoning Case No. 956 approved under Resolution No. 2019-13 include variance requests from Section 17.16.070 for lot disturbance and driveway location in a setback area. The major modification has no change to the approved variance requests which remain in effect.

Conditional Use Permit

Zoning Case No. 956 approved under Resolution No. 2019-13 included a conditional use permit (CUP) for a guest house. However, the applicant has since modified the guest house to be an accessory dwelling unit (ADU), which can be approved administratively and is not subject to discretionary review. Thus, the CUP is no longer needed.

Driveway Location

No change is made to the driveway apron location as approved under Resolution No. 2019-

13. The motor court and driveway have shifted to align with the orientation of residence and attached garage, however, the driveway apron, which was approved by the Traffic Commission, is in the same location.

MUNICIPAL CODE COMPLIANCE

Lot and Building Pad Coverage

- The net lot area is 137,810 square feet (3.16 acres) in size.
- The structural coverage is as follows: new residence, garage, ADU, and other structures includes 12,047 square feet or 8.7%, including excluded structures (20% max. permitted).
- The proposed flatwork for the entire lot will be 16,860 square feet or 12.2%.
- The total lot coverage (structures and flatwork) will be 28,907 square feet or 21%, including excluded structures.
- The total disturbed area for the lot will be 68,868 square feet or 49.9% of the lot (40% maximum permitted)

Stable/Corral

A future stable and corral will be located in the northern portion of the lot near the roadway.

Site Access

The apron for driveway will be located on the lower northwest area of lot and will provide access to the motor court and main entry of the residence.

Table 2. Finished Grade and Ridgeline for Structures

	Finished Surface / Pad Elevation	Ridgeline Elevation	Height of Structure
Main Residence/Garage	1012.8	1,032.3	19.5’
ADU	1015.0	1028.5	13’-6”
Pool and Spa	1,012.9	N/A	N/A
Driveway	Varies from 983 to 1,014	N/A	N/A

Source: Calculations and development plans

Utility Lines / Septic Tank

All utility lines for the development will be required to be placed underground. The Los Angeles County Public Health department will review the septic system (location TBD).

Environmental Review

The project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) under Class 3, Section 15303. New construction of a single-family residence and accessory structures.

Rolling Hills Community Association Review

Rolling Hills Community Association will review this project at a later date.

PUBLIC PARTICIPATION

On April 13, 2022, a neighbor visited City Hall to discuss the project and look at the development plans.

SITE PLAN REVIEW CRITERIA

17.46.010 Purpose.

The site plan review process is established to provide discretionary review of certain development projects in the City for the purposes of ensuring that the proposed project is consistent with the City's General Plan; incorporates environmentally and aesthetically sensitive grading practices; preserves existing mature vegetation; is compatible and consistent with the scale, massing and development pattern in the immediate project vicinity; and otherwise preserves and protects the health, safety and welfare of the citizens of Rolling Hills.

17.46.50 Required Findings.

1. The Commission shall be required to make findings in acting to approve, conditionally approve, or deny a site plan review
2. No project which requires site plan review approval shall be approved by the Commission, or by the City Council on appeal, unless the following findings can be made:
3. The project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance; the project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. Lot coverage requirements are regarded as maximums, and the actual amount of lot coverage permitted depends upon the existing buildable area of the lot;
4. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences;
5. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls);
6. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area;
7. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course;
8. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas;
9. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles; and

10. The project conforms to the requirements of the California Environmental Quality.

FISCAL IMPACT:
None.

RECOMMENDATION:
It is recommended the City Council receive and file Resolution No. 2022-04 and Zoning Case No. 21-10 for a property located at 8 Middleridge Lane South.

ATTACHMENTS:
01_Development Table 8 Middleridge Lane South (ZC 21-10).pdf
EARTH-INFO.pdf
CC Reso 2019-13 (ZC 956) 8 Middleridge Ln S 7-16-19.pdf
06-18-19AgendaPacket.pdf
10019992-2021-11.PC RESOLUTION_8 Middleridge Lane.pdf
2022-04_PC_Resolution_8MiddleridgeLn_S_ZC 21-10-c1.pdf
1.1 Site Plan 4-14-22.pdf
1.2 section ADU rev 3-31-22.pdf
1.4 Site overlay.pdf
2.1 First_Floor_3.0 -08 APR 22-3.0 OVERALL FP.pdf
3.1 ADU Floor Plan.pdf
22053-EXHIBIT-1-CUTFILL-r.pdf
22053-EXHIBIT-2-SLOPE-r.pdf
1.3 planning ext elevations1.pdf

COMPARISON CHART

8 MIDDLERIDGE LANE SOUTH	2019 PRIOR APPROVAL	2022 PROPOSED PROJECT
RA-S- 2 Zone Net Lot Area: 137,810 SF (3.16 AC)	SINGLE FAMILY RESIDENCE, GARAGE, GUEST HOUSE, POOL AND SPA, FUTURE (SET ASIDE) STABLE AND CORRAL	SINGLE FAMILY RESIDENCE, GARAGE, ADU, POOL AND SPA, FUTURE (SET ASIDE) STABLE AND CORRAL
Building Pad 1	30,600 SF	30,600 SF
Residence	6,201 SF 18.2' height	6,094 SF 19.5' height
Garage	880 SF	987 SF
Pool and Spa	1,172 SF	1,172 SF
Pool Equipment	40 SF	40 SF
Guest House	800 SF	--
ADU	--	1,000 SF
Future Stable minimum: 450 SF Corral minimum: 550 SF	1,000 SF (Future Stable/corral)	1,000 SF (Future Stable/corral)
Attached Covered Porches, Entryway, Porte Cochere, Breezeways	1,222 SF	1,222 SF
Detached Structures: Sheds, Trellises, Gazebos	0 SF	0 SF
Water features	100 SF	100 SF
Service Yard	100 SF	100 SF
Basement Area	3,000 SF	4,491 SF
Grading	12,745 cubic yards (CY) (6,790 CY cut/ 5,955 CY fill)	12,200 cubic yards (6,100 CY cut/ 6,100 CY fill)
Total Structure Area	11,603 SF	12,047 SF
% Structural Coverage	8.4%	8.7%
Total Structures Excluding: up to 5 legal and up to 800 SF detached structures that are not higher than 12 ft (no more than 120 SF per structure per deduction, except for trellis)	11,103 SF (8.1%)	11,547 SF (8.4%)
Flatwork Lot Coverage (20% max & with deductions)	17,140 SF (12.4 %)	16,860 SF (12.2 %)
Total Lot Coverage (Structures and Flatwork) (35% max & with deductions)	28,243 SF (20.5%)	28,407 SF (20.6%)
Total Disturbed Area (40% maximum)	68,886 SF (49.9%)	68,868 SF (49.9%)

Date	4/14/2022	**Address**	8 Middle Ridge South
GRADING AND EXCAVATION INFORMATION			
Grading Quantities	Cubic Yds.	Max. Depth	Max. Depth Location
CUT/EXCAVATION			
For House(without basement)	128	2	SW of Bldg.
For other structures:			
Walls	142	7.7	SE of DWY.
ADU	191	7.1	SW of ADU
For Driveway	961	8	SW of SWY.
For yard areas	230	2.7	SW of Pool
For basement excavation	2392	14.3	SW of Basement
Slope grading	1750	-10	S of DWY.
For pool/spa excavation	306	8.1	SW of Pool
Overexcavation	1740	3	Bldg.+ADU+DWY.+Hardscape
TOTAL CUT	6100(overexcavation is not included)		
TOTAL EXPORT	0		
FILL			
For House	0	0	
For other structures:			
Walls	224	3.8	NW of DWY.
ADU	12	2.2	NE of ADU
For Driveway	752	6	NE of DWY.
For yard areas	121	3.2	NE of Pool
For basement excavation	0	0	
For pool/spa excavation	0	0	
Slope grading	4991	11	W of Bldg.
Recompaction	1740	3	Bldg.+ADU+DWY.+Hardscape
TOTAL FILL	6100(Recompaction is not included)		
TOTAL GRADING (Sum of total cut and total fill)		12,200	
PAD/FLOOR ELEVATIONS			
	Residential pad	Other pad	
Existing pad elevations			
Finished Floor	no ex. Bldg		
Finished grade			
Proposed pad elevations			
Finished floor	1013/1014.25	ADU:1015.5	
Finished grade	1011.5 to 1016.25	ADU:1014.85	
Basement-finished floor	1002/1003.33		
Basement-finished well wall	1001.75/1003.08		

RESOLUTION NO. 2019-13.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL FOR A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A NEW RESIDENCE, INCLUDING ATTACHED GARAGE AND BASEMENT, RETAINING WALL, SWIMMING POOL, AND GRADING; CONDITIONAL USE PERMIT TO CONSTRUCT A GUEST HOUSE; AND VARIANCES TO EXCEED THE MAXIMUM PERMITTED DISTURBANCE OF THE LOT AND TO EXCEED THE MAXIMUM PERMITTED COVERAGE OF THE FRONT YARD SETBACK FOR CONSTRUCTION OF A DRIVEWAY IN ZONING CASE NO. 956 **AT 8 MIDDLERIDGE LANE SOUTH** (ZHANG).

THE PLANNING COMMISSION DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. An application was duly filed by Mr. Kevin Zhang (Applicant) for Site Plan Review for grading of 6,790 cubic yards of cut and 5,955 cubic yards of fill with 835 cubic yard of dirt to be exported from the excavation of the basement and pool; to construct a 6,201 square foot residence with 3,000 square foot basement and 880 square foot attached garage; to construct a1,172 square foot swimming pool; and to construct a not to exceed 5' high retaining wall along the driveway; a Condition Use Permit to construct an 800 square foot guest house; and Variances to exceed the maximum permitted disturbance of the lot by 9.9% to up to 49.9%, where maximum permitted is 40%; and to cover 33.3% of the front yard setback with a driveway, where the maximum permitted is 20%. A new driveway apron was approved by the Traffic Commission. Applicant also seeks accompanying administrative approvals to construct the following: 1) 1,222 square feet of covered porches for the residence; 2) 238 square foot entryway for the residence; 3) 40 square foot pool equipment area; 4) 100 square foot water feature; 5) 400 square foot outdoor kitchen; 6) 100 square foot service yard area; and 7) 337 square foot attached porch for the guest house.

Section 2. During the Traffic Commission and Planning Commission proceedings, several residents along Middleridge Lane South expressed concerns about the project relating to the location of the driveway apron, massing and size of the house, grading amount, potential loss of privacy, loss of views, visibility of the long driveway from the street, and screening of the project. The applicant revised the project three times; by reducing the size of the house, attached garage, covered porches, eliminating two retaining walls, lowering the building pad by over 6' from the original proposed development, lowering the ridge line of the house, and moving the house away from the side setback line to provide for a greater distance between the project and adjacent house.

Section 3. The Planning Commission conducted duly noticed public hearings to consider the application at their regular meetings on February 19, 2019April 16, 2019, May 21, 2019, and June 18, 2019 including site visits on April 16, 2019 and on June 18, 2019. The Planning Commission at the June 18, 2019 regular meeting directed staff to prepare a Resolution approving the project. Neighbors within a 1,000-foot radius were notified of the public hearings and notices were published in the Peninsula News on January 3, 2019 and April 4, 2019. The Applicant and his agent were notified of the public hearings in writing by first class mail and the Applicant's agent was in attendance at the hearings. Evidence was heard and presented from all persons interested in affecting said proposal and from members of the City staff. The Planning Commission reviewed, analyzed, and studied said proposal.

Section 4. The property is zoned RAS-2, and the lot is 3.45 acres in size excluding roadway easement. For development purposes the net lot area is 3.1 acres, (137,810 sq.ft.). The lot is vacant. The lot is long and narrow, having a very long frontage along Middleridge Lane South. The rear of the lot slopes to a bridle trail that crosses the lot.

Section 5. The Planning Commission finds that the development project is exempt from the California Environmental Quality Act, (CEQA) pursuant to Section 15303 (new construction of single family residence and accessory structures) of the CEQA guidelines.

Section 6. Site Plan Review is required for the construction of the 6,201 square foot residence, including 3,000 square foot basement and 880 square foot attached garage pursuant to Rolling Hills Municipal Code (RHMC) Section 17.46.020; the 1,172 square foot swimming pool pursuant to RHMC Section 17.46.020; the grading of 6,790 cubic yards of cut and 5,955 cubic yards of fill pursunt to pursuant to RHMC Section 17.46.020; and a not to exceed 5 foot retaining wall along a portion of the driveway pursuant to RHMC Sections 17.16.190 and 17.16.210. With respect to the Site Plan Review, the Planning Commission makes the following findings of fact:

A. The project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance. The 6,201 square foot residence, including 3,000 square foot basement and 880 square foot attached garage, and the 1,172 square foot swimming pool comply with the General Plan requirement of low profile, low-density residential development with sufficient open space between surrounding structures and maintain sufficient setbacks to provide buffers between residential uses. The construction of these features also does not require variances from any zoning requirement.

The property is unimproved, and therefore a new driveway and a building pad must be created. The 6,790 cubic yards of cut and 5,955 cubic yards of fill of grading complies with the general plan and all requirements of the zoning ordinance subject to the two variances to increase the disturbance above the maximum allowable and to increase the coverage of the front yard set back above the maximum allowable to construct the driveway. The grading is necessary to create the building pad for the residence and a driveway of 20′ in width with a turn around area is required by the Fire Department. The net lot area of the lot is over 3 acres but is constrained by the shape of the lot which is long and narrow, having a very long frontage along Middleridge Lane South. Thelot is adjacent to other large lots along Middleridge Lane South.

The not to exceed 5 foot retaining wall along the driveway complies with the general plan and all requirements of the zoning ordinance. The topography of the lot and the requirement for a 20′ wide driveway dictates the location of a wall. The wall will not be visible from the street or by any neighbors; it will only be visible to the Applicant. The retaining wall supports the General Plan as it will provide safety to the property owners, reduce the need for additional grading and meet the building code and Fire Department requirements.

B. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. The topography and the configuration of the lot have been considered, and the proposed project will be constructed on the least steep area of the lot, so that the lot experiences the least disruption. The lot coverage is 28,243 square feet or 20.5%, which is below the maximum lot coverage limitation of 35%. The grading for the building pad leaves the steeper and more densely vegetated areas in their existing state. The project in general will retain the existing slopes and vegetation. The not to exceed 5′ retaining wall supports the slope along the driveway to reduce the need for additional grading.

C. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences. The proposed development, as conditioned, is consistent with the scale of the neighborhood when compared to new residences in the City. The proposed project is screened from the road so as to reduce the visual impact of the development. The development plan takes into consideration the views from Middleridge Lane South. The development will be set back from the road so that views from the road will not be blocked. Significant portions of the lot will be left

undeveloped. The development location will be the least intrusive to surrounding properties, is of sufficient distance from nearby residences so that it will not impact the view or privacy of surrounding neighbors, and will allow the owners to enjoy their property without significantly impacting surrounding property owners. The grading for the building pad leaves the steeper and more densely vegetated areas in their existing state. The proposed 5' retaining wall is necessary to support the slope along the driveway. The wall is harmonious in scale as it will be only visible from the yard of the subject residents and not by any other neighbors.

D. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls). The area of the proposed construction does not contain any native vegetation; part of the area is flat and through the years has been cleared for fire prevention. There are several mature trees and shrubs that will be preserved and other native vegetation will be planted. A good potion of the lot will remain in its natural condition as it slopes into the canyon and a bridle trail. This area of the lot will not be affected by the construction of the project. The building pad is created with a cut of earth that parallels the existing topography and the road. The dirt will be placed in a natural appealing curved shape to fill an existing depression. The resulting slopes will range from 3:1 gradient in the front area to 2.5:1 and 2:1 gradient in the rear of the house.

The not to exceed 5 foot high and 50 foot long retaining wall along the driveway limits preserves and integrates existing topographic features of the site because it follows the countours of the lot and is required to support the width of the driveway. The wall will not affect native vegetation or mature trees. It will aid in the design of the drainage on the property as the run off will travel along the driveway curb and the wall into a dissipator located near the driveway apron and into the street. This will protect the building pad and the structure from flooding during heavy rains. The rear of the building pad will continue draining in sheet flow fashion to the natural drainage course below the property.

E. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area. The building pad is created with grading that parallels the existing topography and the road. The dirt will be placed in natural appealing curved shape to fill an existing depression. The resulting slopes will range from 3:1 gradient in the front area to 2.5:1 and 2:1 gradient in the rear of the house. With the pad pitched as the existing site slopes, the fill slopes follow Middleridge in a natural form. There is no grading in the canyon and all drainage courses remain the same. Run off will be collected in a managed fashion, so as not to flood the property and to discharge water through the dissipator into the street.

F. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course. The topography and hydrology of the lot dictate the location of the development so that an acceptable drainage design for the property may be accomplished. The project will not affect any drainage course as the drainage will mimic the existing drainage course; however due to the introduction of impervious surfaces to the lot the lot run off will be collected in a managed fashion, so as not to flood the property and to discharge water through a dissipater into the street. The design incorporates a drainage swale behind the wall to further direct the water along the wall and into a dissipater. This will protect the building pad and the structures from flooding during heavy rains.

G. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas. The project will retain many of the existing vegetation, and add new vegetation comatible with the rural character of the City. A large portion of the lot will remain undisturbed and the existing vegetation will remain. A large poriton of the area proposed for construction does not contain any

native or mature vegetation as it was cleared for fire prevention through the years. The development will be screened and landscaped with additional trees and shrubs. The landscaping will provide a buffer or transition area between the property and surroudning properties. The retaining wall will not disturb surrounding native vegetation or mature trees. The retaining wall is only visible to the Applicant and not from adjacent properties.

H. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles. This is an unimproved lot and a new driveway must be constructed. Following several reiterations for a proposed driveway reviewed by the Traffic Commission including at a field visit, the Traffic Commission recommended approval of the driveway in its currently proposed location. The Traffic Engineer agreed on the location of the driveway apron. The neighbors at the field visit also supported the location of the driveway apron. A path for pedestrians is preserved at the street and there is ample off-street parking due to Fire Prevention access requirement.

The new 20' wide driveway, as required by the Fire Department, will be safe for two cars to drive past each other. There is ample parking in the garages and in the turnaround area at the front of the house so visitor parking will be contained on site outside of the setbacks.

I. The project conforms to the requirements of the California Environmental Quality Act. The development project is exempt from CEQA pursuant to Section 15303 (new construction of single family residence and accessory structures) of the CEQA guidelines.

Section 7. Conditionally permitted uses are not outright permitted by the RHMC. The Planning Commission must consider applications for a Conditional Use Permit and may, with such conditions as are deemed necessary, approve a conditional use which will not jeopardize, adversely affect, endanger or to otherwise constitute a menace to the public health, safety, or general welfare or be materially detrimental to the property of other persons located in the vicinity of such use. A Conditional Use Permit is required for construction of a 800 square foot guest house pursuant to RHMC Section 17.16.040. Section 17.16.210 (A)(5) of the RHMC contains conditions for a guest house subject to approval of a conditional use permit. With respect to this request for a Conditional Use Permit, the Planning Commission finds as follows:

A. The proposed conditional use is consistent with the General Plan. The guest house is consistent with the General Plan because it is consistent with similar uses in the community, meets all the applicable code development standards for such use, and is located in an area on the property that is adequately sized to accommodate such use. The guest house is appropriately located in that it will be sufficiently separated from nearby structures. The guest house is a common amenity in the City. The guest house complies with the General Plan requirement of low profile, low-density residential development with sufficient open space between surrounding structures and maintains sufficient setbacks to provide buffers between residential uses.

B. The nature, condition, and development of adjacent uses, buildings, and structures have been considered, and the use will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures. The guest house is located of sufficient distance from nearby residences so as to not impact the view or privacy of surrounding neighbors. The height of the guest house will not be obtrusive or block views and is located sufficient distance from the road so as to not be visible from adjacent residences. As part of the approval, a condition is imposed that the guest house will not be rented and will not be located within 50-feet of a driveway or a parking pad.

C. The site for the proposed conditional use is of adequate size and shape to accommodate the use and building proposed. The lot is over 3 acres net in size and is sufficiently large to accommodate the proposed use. The guest house blends in with the

house and will not give the property an over-built look. Sufficient areas of the lot will remain open and unobstructed and sufficient distance has been put between the house and the guest house to leave open spaces in between. Sufficient distance has also been put between the street and the guest house to leave open space between.

D. The proposed conditional use complies with all applicable development standards of the zone district (RAS-2). The guest house complies with all conditions for guest houses pursuant to Section 17.16.210(A)(5) of RHMC. No walls or any variances are requested for the guest house use. The height of the guest house will not be obtrusive or block views. It is located a sufficient distance from the road so as to not be visible from adjacent residences.

E. The proposed conditional use is consistent with the portions of the Los Angeles County Hazardous Waste Management Plan relating to siting criteria for hazardous waste facilities because the project site is not listed on the current State of California Hazardous Waste and Substances Sites List.

F. The proposed conditional use observes the spirit and intent of this title. A guest house is a common amenity in the City. The construction meets all the development standards including the allowable size of 800 square feet. The proposed guest house is located a sufficient distance from nearby residences so as to not impact the view or privacy of surrounding neighbors. A stable and corral set aside area is preserved on the lot and the location of the guest house would not prevent the construction of a stable and corral should the owners wish to develop one in the future.

Section 8. Sections 17.38.010 through 17.38.050 of the RHMC permit approval of a Variance from the standards and requirements of the Zoning Ordinance when exceptional or extraordinary circumstances applicable to the property and not applicable to other similar properties in the same zone prevent the owner from making use of a parcel of property to the same extent enjoyed by similar properties in the same vicinity. A variance from Section 17.16.070 is required because it states that the lot disturbance shall be limited to 40% of the net lot area and a variance from Section 17.16.150 is required because it states that driveways may not cover more than 20% of the setback in which they're located. The Applicant is requesting a variance for 49.9% disturbance of the net lot area and to cover 33.3% of the front setback with a driveway. With respect to this request for Variances, the Planning Commission finds as follows:

A. There are exceptional and extraordinary circumstances or conditions applicable to the property that do not apply generally to the other property in the same vicinity and zone. Unlike most other properties in this zone, this lot is long and follows the curve of the road. The lot is also narrower than most typical lots and therefore it is suitable for development of a rambling, long house. This type of design requires more grading than if a "U" or an "L" shape house was feasible on the lot. In addition, the property is unimproved, and therefore a new driveway and a building pad must be created. The Traffic Commission determined that the best location for the driveway apron was to be located towards the north-east corner of the property, which required the driveway to be long; thus more disturbance of the lot was required. The Fire Department requires a 20' wide driveway with a turn around area and a path of at least 5' all around the structures to access all points of the structures, which also adds to the disturbance of the lot.

The Fire Department requires access to the east and north-east wings of the home and access all around the home through provision of a path. These requirements force the driveway to be long. Due to the narrow site, there is no room for the entire driveway to be moved out of the front setback. Therefore the front yard coverage of 33.3% with the driveway becomes necessary.

B. The Variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied to the property in question.

Unlike most other properties in this zone, this lot is long and follows the curve of the road. The lot is also narrower than other typical lots and therefore it is suitable for development of a rambling, long house. This type of design requires more disturbance than if a "U" or an "L" shape house was developed on the lot. Middleridge Lane South has exceptionally poor sight lines due to tight curves and steepness. After several proposals for location of the driveway apron, the Traffic Commission, Traffic Engineer, and the residents at the site visit supported the location of the apron as a safe location along the meandering street. The selected driveway apron location leads to a long driveway in the front setback and requires additional disturbance. The shape of the lot, the Fire Department requirements, and the recommended location of the apron control design parameters. Therefore the Variances are necessary. Other properties in the vicinity have on average wider lots, which is denied to 8 Middleridge Lane South property.

C. The granting of the Variance would not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity. The driveway extending across the front yard setback will be screened from the adjacent properties by new vegetation. Additionally, the existing vegetation already provides a buffer between the street, other properties, and the subject site. The development has been carefully designed and the driveway apron studied for sight distance, making it safe and therefore the improvement and the new driveway will not be injurious to the neighboring properties or subject site. The grading, which will result in greater than the maximum allowable disturbance of the lot, will also not be materially detrimental to the public welfare or injurious to the property as it has been carefully designed to minimize grading and does not greatly exceed the 40% maximum disturbance allowable at 49.9%. This grading is required for construction of the safe driveway in addition to construction of the remaining portion of the building pad.

D. In granting the variance, the spirit and intent of the Zoning Code will be observed. The Zoning Ordinance in the RHMC allows for the construction of single family residences on a lot. The property is unimproved, and therefore a new driveway must be constructed. The lot is unique in size and topography. The Traffic Commission determined that the best location of the apron was to be located towards the north-east corner of the property. This triggered more disturbance of the lot and the location of the driveway in the setback. The narrow nature of the lot makes it difficult to move the driveway out of the front setback. No other variances are requested for this project and the project meets all other development standards of the Zoning Ordinance, and therefore the spirit and intent of the Zoning Code is observed.

E. The variance does not grant special privilege to the Applicant. The lot is unique in size and topography. The driveway apron which requires the driveway to traverse through the front yard setback would allow the owners and visitors to enjoy a safe ingress and ingress from the property and provide for on-site parking. The exceedance in the disturbance of the lot is triggered by the requirements of the Fire Department for the wide driveway and access around the property. The Traffic Commission and Traffic Engineer determined that the driveway apron was in the best location for the lot. The residents at the site visit supported the location of the driveway apron. Without the variances, the Applicant would be required to significantly decrease the size of the residence to provide the Fire Department with sufficient access around the property. Such reduction is size would also constrain orderly development of the interior of the residence, attached garage, and guest house.

F. The variances are consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities because there are no hazardous waste facilities at issue in this case.

G. The variance requests are consistent with the General Plan. The proposed variances for the project will provide for residential uses which are in line with the

General Plan, as it allows construction of a single family single story home on a lot. The location of the driveway apron largely causes the disturbance to exceed the maximum allowable and causes the driveway to traverse through the front yard setback in excess of the maximum allowable. The driveway apron will provide the Applicant with a safe access to and from the property, on site parking so that parking will not spill over on the roadway easement, and will protect the views that the adjacent properties currenly enjoy. These items are consistent with the General Plan, meeting the goal of maintaining the City's one story height limitations and preserving scenic vistas.

Section 9. Based upon the foregoing findings, the Planning Commission hereby approves Zoning Case No. 956 a request for Site Plan Review for grading of 6,790 cubic yards of cut and 5,955 cubic yards of fill with 835 cubic yard of dirt to be exported from the excavation of the basement and pool; to construct a 6,201 square foot residence with 3,000 square foot basement and 880 square foot attached garage; to construct a 1,172 square foot swimming pool; and to construct a not to exceed 5' high retaining wall along the driveway; a Condition Use Permit to construct an 800 square foot guest house; and Variances to exceed the maximum permitted disturbance of the lot by 9.9% to up to 49.9%, where maximum permitted is 40%; and to cover 33.3% of the front yard setback with a driveway, where the maximum permitted is 20% subject to the following conditions:

A. The Site Plan, Variances, and Conditional Use Permit approval shall expire within two years from the effective date of approval if construction pursuant to this approval has not commenced within that time period, as required by Sections 17.46.080, 17.42.070 and 17.38.070 of the RHMC, or the approval granted is otherwise extended pursuant to the requirements of those sections.

B. If any condition of this resolution is violated, the entitlement granted by this resolution shall be suspended and the privileges granted hereunder shall lapse and upon receipt of written notice from the City, all construction work being performed on the subject property shall immediately cease, other than work determined by the City Manager or his/her designee required to cure the violation. The suspension and stop work order will be lifted once the Applicant cures the violation to the satisfaction of the City Manager or his/her designee. In the event that the Applicant disputes the City Manager or his/her designee's determination that a violation exists or disputes how the violation must be cured, the Applicant may request a hearing before the City Council. The hearing shall be scheduled at the next regular meeting of the City Council for which the agenda has not yet been posted; the Applicant shall be provided written notice of the hearing. The stop work order shall remain in effect during the pendency of the hearing. The City Council shall make a determination as to whether a violation of this Resolution has occurred. If the Council determines that a violation has not occurred or has been cured by the time of the hearing, the Council will lift the suspension and the stop work order. If the Council determines that a violation has occurred and has not yet been cured, the Council shall provide the Applicant with a deadline to cure the violation; no construction work shall be performed on the property until and unless the violation is cured by the deadline, other than work designated by the Council to accomplish the cure. If the violation is not cured by the deadline, the Council may either extend the deadline at the Applicant's request or schedule a hearing for the revocation of the entitlements granted by this Resolution pursuant to Chapter 17.58 of the RHMC.

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

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

E. The lot shall be developed and maintained in substantial conformance with the site plan on file dated May 15, 2019 except as otherwise provided in these conditions. All conditions of the Site Plan Review, Variances and Conditional Use Permit approvals shall be incorporated into the building permit working drawings, and where applicable complied with prior to issuance of a grading or building permit from the building department.

The conditions of approval of this Resolution shall be printed onto building plans submitted to the Building Department for review and shall be kept on site at all times.

Any modifications and/or changes to the approved project, including resulting from field conditions, shall be discussed and approved by staff prior to implementing the changes.

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

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

G. The structural net lot coverage shall not exceed 11,603 sq.ft. or 8.4% (w/out deductions) and 8.2% w/deductions in conformance with the lot coverage limitations; the proposed total coverage, (structures and flatworks) shall not exceed 28,243 sq.ft. (w/deductions) or 20.5% and 20.6% w/out deduction in conformance with the lot coverage limitations.

The proposed residentil building pad will be 30,600 sq.ft. with 35.9% structural coverage-accounting for allowable deductions, and includes the guest house.

H. The disturbed area of the lot shall not exceed 49.9%. Grading for this project shall not exceed 6,790 cubic yards of cut and 5,955 cubic yards of fill, with 835 cubic yard of dirt to be exported.

I. A driveway and a turn-around shall be provided per the Fire Department requirements.

J. A minimum of five-foot path and/or walkway, which does not have to be paved, shall be provided around the entire perimeter of all of the proposed structures, or as otherwise required by the Fire Department.

K. The highest ridgeline of the residence shall not exceed 18.2" feet from the finished grade to the finished surface of the roof along west elevation, and then stepp down to as low as 13'3". The guest house may not exceed the height of 14'10" along the north elevation and 13'10' elsewhere. Three chimneys are permitted, two shall run in a north south direction, which is parallel to views from behind, minimizing impact.

L. The dissipaters and pool equipment area shall be screened with landscaping. Sound attenuating equipment shall be installed to dampen the sound from the pool equipment area and the pool pump. The project shall utilize the most quiet and technologically advanced equipment to dampen the sound. Per LA County Building Code, pool barrier/fencing shall be required.

M. The applicant shall comply with all requirements of the Lighting Ordinance of the City of Rolling Hills (RHMC 17.16.190) pertaining to lighting on said property and roofing material requirements of properties and all other ordinances and laws of the City of Rolling Hills.

N. The guest house shall not exceed 800 square feet as measured from the outside wall. All provisions of Section 17.16.210(A)(5) of the zoning ordinance, shall be complied with; including, and not be limited to: only one sanitary facility consisting of a shower, sink, and a toilet and a kitchenette is permitted in the guest house; there shall be no parking area within 50-feet of the guest house and no renting of the guest house is permitted. A guest house floor plan shall be submitted to the Planning Department priort to obtaining a building permit.

O. The property on which the project is located shall contain a set aside area to provide an area meeting all standards for a stable and corral with adequate access. The stable and corral set aside area may not be graded, unless an application is filed with the City for construction of a stable.

P. A drainage plan, as required by the Building Department shall be prepared and approved by City Staff prior to issuance of a grading permit. Such plan shall be subject to LA County Code requirements. Hydrology, soils, geology and other reports, as required by the Building and Public Works Departments, and as may be required by the Building Official, shall be prepared.

Q. All graded slopes shall be landscaped. Prior to issuance of building permit, a detailed landscaping plan shall be submitted to the City in conformance with Fire Department Fuel Modification requirements and shall be subject to the requirements of the City's Water Efficient Landscape Ordinance, (Chapter 13.18 of the RHMC).

The landscaping plan shall include vegetation and trees, that when planted, to the maximum extent feasible, screen the development from the adjacent properties; minimum of 24 inch plant boxes and 15 gallon plants shall be utilized for screening. The detailed landscaping plan must provide that any trees and shrubs used in the landscaping scheme for this project shall be planted in a way that screens the development from adjacent street and neighbors, but as plants grow, they would not grow into a hedge or impede any neighbors views. The landscaping plan shall utilize to the maximum extent feasible, plants that are native to the area, are water-wise and are consistent with the rural character of the community. The project shall be continually maintained in substantial conformance with the landscaping plan.

R. All utility lines to all structures on the lot shall be placed underground, subject to all applicable standards and requirements.

S. Hydrology, soils, geology and other reports, as required by the Building and Public Works Departments, and as may be required by the Building Official, shall be prepared.

T. A construction fence may be allowed or may be required by the City or the Building Department staff for the duration of the construction of the project. City staff shall approve the location and height of the fence. The construction fence shall not be placed more than 15 calendar days prior to commencement of the construction and shall be removed within 15 calendar days of substantial completion of the project as determined by City staff or at any given time at the discretion of City staff.

U. Placement of one construction and one office trailer may be permitted for the duration of on-site construction activities during an active building permit; each shall be no larger than 8' x 40' in size, and must be authorized by City staff with such authorization being revoked at any point deemed reasonable by City staff. Such trailers, to maximum extent practicable shall be located in a manner not visible from the street. Unless otherwise approved by staff, with proof of a good cause, such trailers shall not be located in any setback or front yard, may be placed on the site no more than 15 calendar days prior to commencement of construction and must be removed within 15

calendar days of expiration of a building permit, revocation, or finalization of the project.

V. Minimum of 65% of any construction materials must be recycled or diverted from landfills. The hauler of the materials shall obtain City's Construction and Demolition permits for waste hauling prior to start of work and provide proper documentation to the City upon completion of the project.

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

X. *During construction,* to the extent feasible, all parking shall take place on the project site, but if necessary, any overflow parking may take place within the unimproved roadway easements along adjacent streets, and shall not obstruct neighboring driveways, visibility at intersections or pedestrian and equestrian passage. During construction, to the maximum extent feasible, employees of the contractor shall car-pool into the City. To the extent feasible, a minimum of 4' wide path, from the edge of the roadway pavement, for pedestrian and equestrian passage shall be available and be clear of vehicles, construction materials and equipment at all times. A flagmen shall be used to direct traffic when necessary, including during delivery of large construction equipment or materials.

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

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

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

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

AC. The Applicant shall execute an Affidavit of Acceptance of all conditions of this permit pursuant to Zoning Ordinance, or the approval shall not be effective. The affidavit shall be recorded together with the resolution.

PASSED, APPROVED AND ADOPTED THIS 16th DAY OF JULY, 2019.

BRAD CHELF, CHAIRMAN

ATTEST:

CITY CLERK

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

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

I certify that the foregoing Resolution No. 2019-13 entitled:

> A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL FOR A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A NEW RESIDENCE, INCLUDING ATTACHED GARAGE AND BASEMENT, RETAINING WALL, SWIMMING POOL, AND GRADING; CONDITIONAL USE PERMIT TO CONSTRUCT A GUEST HOUSE; AND VARIANCES TO EXCEED THE MAXIMUM PERMITTED DISTURBANCE OF THE LOT AND TO EXCEED THE MAXIMUM PERMITTED COVERAGE OF THE FRONT YARD SETBACK FOR CONSTRUCTION OF A DRIVEWAY IN ZONING CASE NO. 956 **AT 8 MIDDLERIDGE LANE SOUTH** (ZHANG).

was approved and adopted at a regular meeting of the Planning Commission on July 16th, 2019 by the following roll call vote:

AYES: CARDENAS, COOLEY, KIRKPATRICK, SEABURN, AND CHAIR CHELF.

NOES: NONE.

ABSENT: NONE.

ABSTAIN: NONE.

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

Administrative Offices

CITY CLERK

City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

AGENDA

REGULAR MEETING
OF THE PLANNING COMMISSION
CITY OF ROLLING HILLS
6:30 PM
TUESDAY, JUNE 18, 2019
ROLLING HILLS CITY HALL
2 PORTUGUESE BEND ROAD, ROLLING HILLS, CA 90274

1. CALL MEETING TO ORDER

2. ROLL CALL

3. APPROVAL OF THE AGENDA

4. PUBLIC COMMENTS ON MINUTES AND ANY ITEM NOT ON THE AGENDA

5. APPROVAL OF MINUTES
NONE

6. RESOLUTIONS
A. ZONING CASE NO. 953. 13 PORTUGUESE BEND ROAD, (LOT 77-RH) (CARDENAS).

Due to lack of quorum this case is continued to the June 25, 2019 Adjourned Planning Commission meeting.

7. PUBLIC HEARINGS ON ITEMS CONTINUED FROM PREVIOUS MEETING

A. ZONING CASE NO. 956. Request for a Site Plan Review for grading of 6,790 cubic yards of cut and 5,955 cubic yards of fill with 835 cubic yards of export of dirt and construction of a new 6,201 square foot residence with 880 square foot garage and 1,222 square foot covered porches, 3,000 square foot basement and 1,172 square foot swimming pool with a spa and other miscellaneous outdoor amenities; a Conditional Use Permit to construct an 800 square foot guesthouse; and Variances for a driveway that covers more than 20% of the front yard setback area and to exceed the maximum 40% permitted

disturbance of the lot in Zoning Case No. 956 at **8 Middleridge Lane South** (Lot 254-UR), Rolling Hills, CA (Zhang).

RECOMMENDED ACTION:
1. Motion to direct staff to prepare a resolution of approval/denial for project as proposed.

8. NEW PUBLIC HEARINGS
NONE

9. NEW BUSINESS

10. OLD BUSINESS

11. SCHEDULE OF FIELD TRIPS (July 16, 2019)
3 Buckboard Road

12. ITEMS FROM STAFF

13. ITEMS FROM THE PLANNING COMMISSION

14. ADJOURNMENT

The meeting is adjourned to an Adjourned Regular Planning Commission meeting on June 25, 2019, at 6:30 PM.

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.

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.

All of the above resolutions and zoning case items have been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines unless otherwise stated.

City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No.: 7A
Mtg. Date: 06/18/19

TO: **HONORABLE CHAIRMAN AND MEMBERS OF THE PLANNING COMMISSION**

FROM: **YOLANTA SCHWARTZ, PLANNING DIRECTOR**

APPLICATION NO.	**ZONING CASE NO. 956**
SITE LOCATION:	**VACANT LOT APN: 7569-020-004**
	8 MIDDLERIDGE LANE SOUTH (LOT 254-UR)
ZONING AND SIZE:	**RAS-2, 3.45 ACRES (EXCL. ROADWAY EASEMENT)**
APPLICANT:	**KEVIN ZHANG**
REPRESENTATIVE:	**CRISS GUNDERSON, ARCHITECT**
PUBLISHED:	**FEBRUARY 7, 2019**

The Planning Commission held several public hearings on this matter including a site visit on April 16, 2019. At the May 21, 2019 meeting the Planning Commission scheduled another site visit on June 18, 2019 to allow the applicant to further revise the project and allow the neighbors and the Planning Commission to view the revised project. Therefore, the Planning Commission and interested parties visited the site earlier in the morning on June 18, 2019.

LOCATION AND LOT DESCRIPTION

Zoning and Land Size

The property is zoned RAS-2 and excluding roadway easement the lot is 3.45 acres in size. For development purposes the net lot area is 3.1 acres, (137,810 sq.ft.). The lot is vacant. The lot is long and narrow, having a very long frontage along Middleridge Lane South. The rear of the lot slopes to a bridle trail that crosses the lot.

PROJECT DESCRIPTION

The Project

The project consists of the construction of a new residence, guest house, swimming pool and appurtenant structures, on a vacant lot. The request includes a Site Plan Review, Conditional Use Permit and a Variance.

Site Plan Review
The applicant is requesting a Site Plan Review (SPR), for grading of 6,790 cubic yards of cut and 5,955 cubic yards of fill, with 835 cy of dirt to be exported from the excavation of the basement and pool; and to construct a 6,201 square foot residence (previously 6,273 sf., 6,972 sf., and before that 7,364 sf.), with 3,000 square foot basement (previously 2,000 sf. basement); 880 square foot garage, (previously 1,120 sf., 1,053 sf. and before that 1,157 sf.); 1,222 square feet porches (previously 2,037 sf., 1,457 sf., plus 237 sf. trellis), 238 square foot entryway (previously 200 sf.), 1,172 square foot swimming pool with 40 square foot pool equipment, 100 square foot water feature, 400 square foot outdoor kitchen, and 100 square foot service yard area. The house design follows the shape and contours of the lot. A SPR is also requested for one not to exceed 5' high retaining wall along the driveway, (previously two walls).

Conditional Use Permit
A Condition Use Permit is requested to construct an 800 square foot guest house with 337 square foot attached porch.

Variances
The applicant is requesting Variances to exceed the maximum permitted disturbance of the lot by over 9% to up to 49.9%, where maximum permitted is 40%; and to exceed the 20% maximum permitted coverage of a setback with a driveway. The driveway is proposed to cover 33.3% of the front setback. The proposed driveway follows the length of the house and its configuration is dictated by the Fire Department, based on the design of the residence.

RECOMMENDATION
It is recommended that the Planning Commission review and consider the amended application, accept public comments and provide direction to staff.

AMENDED PROJECT

PREVIOUSLY AMENDED:
For the third submittal in May 2019, the applicant revised the project by reducing the size of the residence by 72 sq.ft. and the garage by 240 square feet by removing 20' from the middle of the residence; increased the garage by 67 sq.ft; increased the basement by about 1,000 sq.ft. and increased the size of the porches by 343 sq.ft. This change allows for elimination of a portion of the driveway near the south-east corner of the house, although a greater hammer head area had to be added near the garage. The architect was also able to lower the building pad by additional one foot and lowered the pitch of the roof by about 2 feet. Most of the building pad was lowered by over 6' from the originally proposed project. The guest house was moved further away from the street side, thus eliminating the retaining wall previously proposed. In addition, more natural

grades were created with 2.5:1 and 3:1 slopes throughout the graded areas. The shrubs along the northern property line will remain and is so noted on the site plan. The stormwater biofiltration unit was placed away from the street side. In order to create some of the gentler slopes and lower the building pad, the size of the building pad shrunk by about 4,000 square feet, resulting in greater building pad coverage. The proposed building pad will be 30,600 sq.ft. with 36% structural coverage-with allowable deductions, and includes the guest house, (guideline 30%).

ADDITIONAL REVISIONS

For the current submittal, (June 2019), the applicant has further revised the project:

- Reduced the garage by 240 sq.ft. and the house by 72 sq.ft.
- Shortened the length of the garage by 10'.
- Reduced the covered porches by 478 sq.ft.
- Total reduction in surface of the roof - 784 sq.ft.
- Added 38 sq.ft. to the entry
- Footprint moved east and south for additional separation to northerly neighbor.
- Water feature is moved
- Adjustment in driveway to comply with hammerhead turnaround requirements.
- Omit S-W light well

TRAFFIC COMMISSION REVIEW

Driveway

Prior to applying to the City for development and a driveway, the architect developed a conceptual plan of the house, fitting it on the flattest portion of the lot, where least amount of grading would be required, and submitted the plan to the Fire Department. For the proposed design, the Fire Department requires a 20' wide driveway, plus two turn-out areas for the fire trucks, so that they could access the rear of the house with fire hoses.

Subsequently, the architect submitted an application to the Traffic Commission for a driveway apron. Originally, he proposed the driveway apron along the bend of Middleridge Ln. S., approximately 240' south of the northerly property line of the lot. The City's Traffic Engineer questioned the sight distance for visibility of on-coming traffic for the proposed apron, and after providing a sight distance triangle study and a proposal to remove some vegetation on the property for clearer visibility, the Traffic Engineer concurred that this would be an acceptable location. The applicant staked the driveway apron and Traffic Commissioners went to the field to view it. Several adjacent property owners objected to the location of the proposed driveway apron on the basis that it would be too close to their driveways across the street, and if leaving at the same time, the lights from the car could blind the drivers from across the street. They also felt that it would be located in the most curved portion of the road and be dangerous. In the field, several other options were explored. Some of the residents suggested that the driveway apron be moved further up the road and up the hill, (near the south easterly property line). One property owner objected to that location, and the Traffic Engineer also recommended against it. A suggestion was made to locate the driveway apron

further north near the northwesterly property line, in an area where the road is has less of a curve. The Traffic Commissioners agreed to that location. The Traffic Engineer had no objection to this preferred driveway location. Following discussion regarding the amount of grading required for this proposed configuration and the length of the driveway, the Traffic Commission voted to recommend that the driveway apron be located near the northerly property line of the site, as suggested in the field. At the May 23, 2019 Traffic Commission meeting, members of the Traffic Commission memorialized the recommendation to approve the driveway provided in the field. This recommendation will be brought to the City Council when the project is presented to them, following Planning Commission's decision on the development. The City Council makes the final decision on Traffic Commission's recommendations.

MUNICIPAL CODE COMPLIANCE

Grading
The low point of the proposed development is the northwesterly corner of the site. Grading will consist of cut of 6,790 cubic yards and 5,955 cubic yards of fill with 835 cy of dirt will be exported from the basement and swimming pool; (export of dirt is allowed from the basement and the pool). The eastern portion of the proposed building pad will be cut to up to 10' in depth (southerly portion of driveway spur along the eastern side of the house); and the western portion of the building pad is proposed to be filled to maximum of 15' at the west end of the residence. The building pad is proposed to be lowered about 6 feet from the original proposal to preserve views over the new house from homes to the south. The resulting slopes will range from 3:1 to 2.5:1.

The applicant did soils investigation on the lot, and the soils engineer deemed the lot buildable.

Disturbance
The disturbance of the lot is proposed to be 68,868 square feet or 49.9%; a variance is requested.

Height
The applicant lowered the ridgeline several times since the original submittal and lowered the building pad by approximately 6' from the original submittal. The highest ridgeline of the house is proposed at 18'2" from the finished grade, along west elevation, and was reduced in length by almost 50%. The ridge is then stepped down to as low as 13'3". The guest house will have a height of 14'10" along the north elevation and 13'10' elsewhere. Of the homes 3 chimneys, 2 are below the main ridge of the house and out of sight, with the third 6 inches above the main ridge. The Chimneys will run in a north south direction, which is parallel to views from behind, minimizing impact.

Drainage
This project is subject to the Low Impact Development (LID) requirements pertaining to stormwater management, including provisions for retention of run-off on the property.

The drainage design will collect and convey storm runoff from the project area to the northwest corner and discharge into the street, (near the proposed drwy entry). Energy dissipation will be provided to slow the discharge. Biofiltration unit and other LID BMPs will be utilized, as required by the Building Department to treat and retain the runoff. The rear portion of the lot will continue sheet flow to the rear.

Lot and Building Pad Coverage

The net lot area is 137,810 square feet. The proposed structural coverage on the lot will be 11,603 sq.ft. or 8.4% (w/out deductions) and 8.2% w/deductions in conformance with the lot coverage limitations, (20% max. permitted); the proposed total coverage, (structures and flatworks) will be 28,243 sq.ft. (w/deductions) or 20.5% and 20.6% w/out deduction in conformance with the lot coverage limitations, (35% max. permitted).

The proposed building pad will be 30,600 sq.ft. with 35.9% structural coverage-accounting for allowable deductions, and includes the guest house on the same pad, (guideline 30%). There exists approximately 4,000 square foot of level area, which will become a part of the larger pad; and will be lowered by about 5' from its current elevation. The future stable pad will be 1,290 sq.ft. and will have coverage of 36%, if the minimum size stable of 450 sq.ft. is developed.

Walls

One not to exceed 5' high retaining wall, approximately 50' long is proposed along the driveway and will average out to 2.5' in height. The wall near the guest house was eliminated

Guest house

Section 17.16.210 (5) of the RH Zoning Ordinance allows guest homes with a Conditional Use Permit with the following restrictions.

- Shall not exceed 800 sq.ft.
- Shall not be located in the front yard or any setback
- A kitchenette and sanitary facility of shower, sink, toilet shall be permitted
- No vehicular access or paved parking area shall be developed within fifty feet of the guest house
- Renting of a guest house is prohibited
- Occupancy of the guest house shall be limited to persons employed on the premises, the immediate family of the occupants of the main residence or by the temporary guests of the occupants of the main residence. No temporary guest may remain in occupancy for more than thirty days in any six-month period
- All requirements of this title must be complied with unless otherwise set forth in the permit or approved plan
- A landscaping plan shall be submitted to the City of Rolling Hills Planning Department staff or Planning Commission, if requested, for approval. The plan submitted must comply with the purpose and intent of site plan review as specified in Chapter 17.16. of this Title.

The proposed guest house meets these conditions; it will be required that a floor plan be submitted.

Utility Lines / Septic Tank
All utility lines for the development will be required to be placed underground. The Los Angeles County Public Health department will review the septic system.

Stable/corral
A 1,000 square foot area for a future stable and corral has been designated in the north area of the lot, in proximity to the driveway entrance to the lot. Access will be taken from the driveway.

Planning Commission Responsibilities
When reviewing a development application, the Planning Commission must consider whether the proposed project meets the criteria for a Site Plan Review, Conditional Use Permit and Variances, as written below.

Environmental Review
The project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) under Class 3, Section 15303. New construction of a single family residence and accessory structures.

Rolling Hills Community Association Review
Rolling Hills Community Association will review this project at a later date.

PUBLIC PARTICIPATION

During the Traffic Commission's review several residents objected to the location of the originally proposed driveway apron. During the Planning Commission meeting and proceedings several residents along Middleridge Lane South expressed concerns with the massing and size of the house, grading amount, loss of privacy, loss of views, visibility of the long driveway, which parallels Middleridge Lane and inquired about screening of the driveway. The owners adjacent to the property to the north expressed concerns with the proximity of the driveway to their driveway, screening of the structures, loss of privacy and noise. Few other neighbors reviewed the plans and did not express objections, but stated that the house is big. (The applicant responded in several ways; by reducing the size of the house, garage and covered porches, reducing the length of the house/garage, eliminating retaining walls and lowering the building pad by over 6' from the original proposed development and the ridge line of the house).

NEIGHBORING PROPERTIES

Address	Lot Size In Acres-Excl. Roadway Easement	Size In Sq.Ft. House; Garage if known
1 Middleridge S.	5.75	4,541/2,263
3 Middleridge S.	3.4	5,190/1,038

5 Middleridge S	3.27	2,650
7 Middleridge S.	3.48	4,095/947
9 Middleridge S.	5.69	5,600/800
11 Middleridge S.	3.20	3,626
2 Middleridge S.	1.88	5,239/980
4 Middleridge S.	1.84	2,790
6 Middleridge S.	3.40	3,869/806
10 Middleridge S.	2.22	3,657/773 (proposed hs 4,531)
Proposed: 8 Middleridge S.	**3.48**	**6,201/880**

Project Summary

REVIEW	PROPOSED MAY 2019		CURRENTLY PROPOSED	
RA-S- 2 ZONE SETBACKS Front: 50 ft. from front easement line Side: 35 ft. from property line Rear: 50 ft. from rear easement line	NEW SINGLE FAMILY RESIDENCE WITH GARAGE, BASEMENT; GUEST HOUSE, NEW DRIVEWAY; MISCL. ACCESSORY STRUCTURES		NEW SINGLE FAMILY RESIDENCE WITH GARAGE, BASEMENT; GUEST HOUSE, NEW DRIVEWAY; MISCL. ACCESSORY STRUCTURES	
Construction of a new residence/garage requires a SPR; Guest house requires a CUP; Exceedance of disturbance of the lot and coverage with a drwy requires a Variance	Residence Garage Pool/spa Pool eqpm. Guest house Stable-future Attch. porches Entry Attcht. Trellis Outdoor kitchen Water feature Service yard Basement (not counted towards coverages)	6273 sq.ft. 1120 sq.ft. 1172 sq.ft. 40 sq.ft 800 sq.ft. 450 sq.ft. 2037 sq.ft. 200 sq.ft. 0 sq.ft. 400 sq.ft. 100 sq.ft. 100 sq.ft. 3,000 sq.ft.	Residence Garage Pool/spa Pool eqpm. Guest house Stable-future Attch. porches Entry Attcht. Trellis Outdoor kitchen Water feature Service yard Basement (not counted towards coverages)	6201 sq.ft. 880 sq.ft. 1172 sq.ft. 40 sq.ft 800 sq.ft. 450 sq.ft. 1222 sq.ft. 238 sq.ft. 0 sq.ft. 400 sq.ft. 100 sq.ft. 100 sq.ft. 3,000 sq.ft.
	TOTAL	12,692 sq.ft.	TOTAL	11,603 sq.ft.
STRUCTURAL LOT COVERAGE (20% maximum)	12,472 sq.ft. or 9.0% (w/deductions) of 137,810 sq.ft. net lot area. 9.2% w/out deductions		11,603 sq.ft. or 8.4% (w/out deductions) & 8.2% w/deductions of 137,810 sq.ft. net lot area.	
TOTAL LOT COVERAGE (35% maximum)	29,052 sq.ft. (w/deductions) or 21.1% of 137,810 sq.ft. net lot area 21.4% w/out deduction		28,243 sq.ft. (w/deductions) or 20.5% of 137,810 sq.ft. net lot area 20.6% w/out deduction	
BUILDING PADS (30% guideline) Residence, pool, guest hs, & miscl. Stable	11,029 sq.ft. or 36% of 30,600 sq.ft. pad (w/deductions) 36% of 1,290 sq.ft. pad -future		10,990 sq.ft. or 35.9% of 30,600 sq.ft. pad (w/deductions) 36% of 1,290 sq.ft. pad -future	

GRADING Site Plan Review required if excavation and/or fill or combination thereof that is more than 3' and covers more than 2,000 sq.ft.) must be balanced on site.	6,790 cy cut and 5,955 cy fill - 835cy from basement & pool excavation to be exported	6,790 cy cut and 5,955 cy fill - 835cy from basement & pool excavation to be exported
DISTURBED AREA (40% maximum; any graded building pad area, any remedial grading (temporary disturbance), any graded slopes and building pad areas, and any nongraded area where impervious surfaces exist.)	68,886 sq.ft. or 49.9% of the net lot area **(Variance requested)**	68,886 sq.ft. or 49.9% of the net lot area **(Variance requested)**
STABLE (min. 450 SQ.FT. & 550 SQ.FT. CORRAL)	Set aside 1,000 sf	Set aside 1,000 sf
STABLE ACCESS	Future	Future
ROADWAY ACCESS-	Proposed new driveway approach. **Variance** requested for covering 33.3% of the front setback (max. permitted 20%)	Proposed new driveway approach. **Variance** requested for covering 33.3% of the front setback (max. permitted 20%)
VIEWS	Planning Commission review	Planning Commission review
PLANTS AND ANIMALS	Planning Commission review	Planning Commission review

SITE PLAN REVIEW CRITERIA

17.46.010 Purpose.

The site plan review process is established to provide discretionary review of certain development projects in the City for the purposes of ensuring that the proposed project is consistent with the City's General Plan; incorporates environmentally and aesthetically sensitive grading practices; preserves existing mature vegetation; is compatible and consistent with the scale, massing and development pattern in the immediate project vicinity; and otherwise preserves and protects the health, safety and welfare of the citizens of Rolling Hills.

17.46.050 Required findings.

A. The Commission shall be required to make findings in acting to approve, conditionally approve, or deny a site plan review application.

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

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

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

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

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

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

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

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

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

9. The project conforms to the requirements of the California Environmental Quality Act.

CRITERIA FOR VARIANCES

17.38.050 Required findings. In granting a variance, the Commission (and Council on appeal) must make the following findings:

A. That there are exceptional or extraordinary circumstances or conditions applicable to the property that do not apply generally to other properties in the same vicinity and zone;

B. That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question;

C. That the granting of such variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity;

D. That in granting the variance, the spirit and intent of this title will be observed;

E. That the variance does not grant special privilege to the applicant;

F. That the variance is consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities; and

G. That the variance request is consistent with the general plan of the City of Rolling Hills.

CRITERIA FOR APPROVAL OF CONDITIONAL USE PERMIT

17.42.050 Basis for approval or denial of conditional use permit.

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

A. That the proposed conditional use is consistent with the General Plan;

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

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

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

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

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

SOURCE: City of Rolling Hills Zoning Ordinance.

Justification from Applicant

The Applicant's representative states, in part as follows:

Site Plan Review -

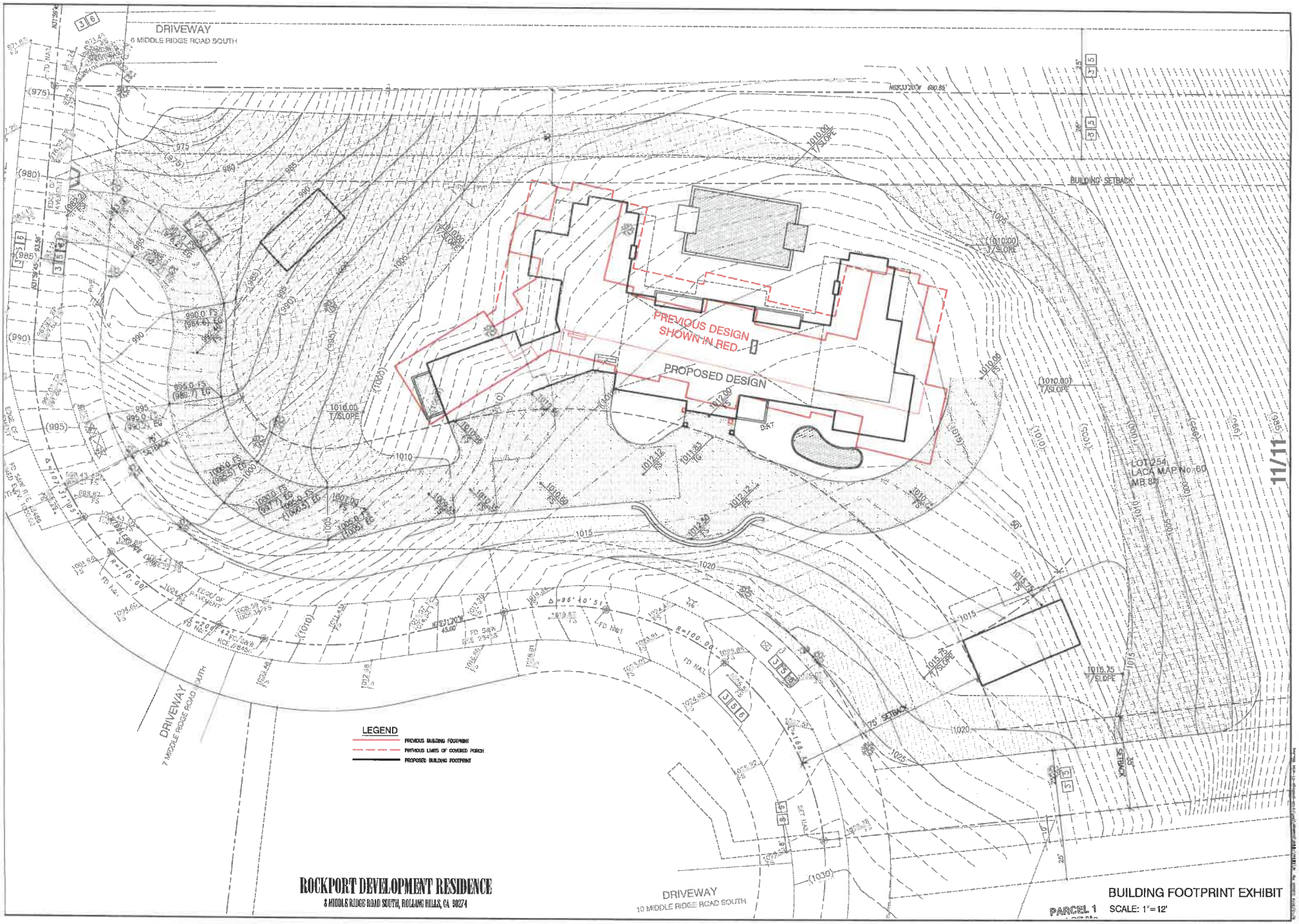
- The construction of a single family residence with accessory structures is a permitted use in the City. Grading is required, and the pad will be pushed down 5-6' in the middle of the lot to preserve views of homes to the south.
- The project is slightly larger in size than its neighbors. Its lot area is also larger. Setbacks are exceeded, substantially for most of the construction.
- The building pad is created with a cut or slice of earth that parallels the existing topography and the road. The earth generated is placed in natural appealing curved shape which fills and existing depression.
- With the pad pitched as the existing site slopes, fill slopes follow Middleridge in a natural form. There is no grading in the canyon and all drainage courses remain the same.
- Most of the grading quantities will be balanced on site, with very little amount of dirt exported from excavation
- Existing street trees will mostly remain and fire fuel plants and dead vegetation will be removed. The canyon area will remain untouched.
- The residence is sited on a spacious pad with large setback separation beyond the minimum. The large lot at over 3 acres net allows for this rambling house to follow the topography of the lot in a harmonious manner.
- The Traffic Commission, Traffic Engineer and the neighbors agreed on the location of the driveway apron. A path for pedestrians is preserved at the street and there is ample off-street parking due to Fire Prevention access requirement.
- All standard Best Management Practices for grading and construction shall be employed.

Variances –

- The property is unimproved, and therefore a new driveway is proposed. The Traffic Commission determine the best location of the apron be located towards the north-east corner of the property.
- Topography dictates the residence be sited to the east. Also Fire Prevention requires access to the east and north-east wings of the home. These requirements force driveway front yard coverage of 33% and area of disturbance of 47.0%.
- Middleridge Ln. S. has exceptionally poor sight lines due to tight curves and steepness. The selected driveway apron location leads to a long driveway in the front setback and additional grading. The recommended location of the apron controls design parameters.

Conditional Use Permit-

- Guest houses are permitted uses and are common in Rolling Hills


DRIVEWAY
6 MIDDLE RIDGE ROAD SOUTH
PREVIOUS DESIGN SHOWN IN RED
PROPOSED DESIGN
BUILDING SETBACK
75' SETBACK
LOT 254
LACA MAP No. 60
MB 84
LEGEND
PREVIOUS BUILDING FOOTPRINT
PREVIOUS LIMITS OF COVERED PORCH
PROPOSED BUILDING FOOTPRINT
DRIVEWAY
7 MIDDLE RIDGE ROAD SOUTH
DRIVEWAY
10 MIDDLE RIDGE ROAD SOUTH
ROCKPORT DEVELOPMENT RESIDENCE
8 MIDDLE RIDGE ROAD SOUTH, ROLLING HILLS, CA 90274
BUILDING FOOTPRINT EXHIBIT
PARCEL 1
SCALE: 1"=12'
11/11

RESOLUTION NO. 2021-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING TIME EXTENSION FOR A PREVIOUSLY APPROVED PROJECT FOR SITE PLAN REVIEW, CONDITIONAL USE PERMIT AND VARIANCE PERMIT, AND DRIVEWAY APRON APPROVAL BY THE CITY COUNCIL IN ZONING CASE NO. 956 LOCATED AT 8 MIDDLERIDGE LANE SOUTH (ZHANG).

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

Section 1. An application was duly filed by Mr. Tim McHugh with respect to real property located at 8 Middleridge Lane South requesting a two-year time extension to comply with the requirements of Resolution No. 2019-13 to commence construction of the approved project.

Section 2. The Commission considered this item at a meeting on August 17, 2021 at which time information was presented by the applicant indicating that additional time is needed to commence the project.

Section 3. The Planning Commission finds that pursuant to RHMC Section 17.46.080 the expiration would constitute an undue hardship upon the property owner; and the continuation of the approval would not be materially detrimental to the health, safety and general welfare of the public.

Section 4. Based upon information and evidence submitted, the Planning Commission grants two-year time extension and does hereby amend Paragraph A of Section 9 of Planning Commission Resolution No. 2019-13, dated July 16, 2019 to read as follows:

Section 5. The Site Plan, Variances, and Conditional Use Permit approval shall expire within four years from effective date of approval of Resolution No. 2019-13. No further extension shall be granted as required by Sections 17.46.080, 17.42.070 and 17.38.070 of the RHMC.

Section 6. Except as herein amended, the provisions and conditions of Resolution No. 2019-13 shall continue to be in full force and effect.

PASSED, APPROVED AND ADOPTED THIS 17TH DAY OF AUGUST 2021.

BRAD CHELF, CHAIRMAN

ATTEST:

ELAINE JENG, P.E.
ACTING CITY CLERK

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

I certify that the foregoing Resolution No. 2021-11 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING TIME EXTENSION FOR A PREVIOUSLY APPROVED PROJECT FOR SITE PLAN REVIEW, CONDITIONAL USE PERMIT AND VARIANCE PERMIT, AND DRIVEWAY APRON APPROVAL BY THE CITY COUNCIL IN ZONING CASE NO. 956 LOCATED AT 8 MIDDLERIDGE LANE SOUTH (ZHANG).

was approved and adopted at a regular meeting of the Planning Commission on August 17, 2021 by the following roll call vote:

AYES: Cardenas, Cooley, Douglass, Kirkpatrick, and Chair Chelf

NOES: None.

ABSENT: None.

ABSTAIN: None.

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

Administrative Offices

ELAINE JENG, P.E.
ACTING CITY CLERK

RESOLUTION NO. 2022-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL FOR A MAJOR MODIFICATION FOR A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A NEW RESIDENCE, INCLUDING ATTACHED GARAGE AND BASEMENT, RETAINING WALL, SWIMMING POOL, AND GRADING IN ZONING CASE NO. 21-10 AT **8 MIDDLERIDGE LANE SOUTH** (CIMMARUSTI)

THE PLANNING COMMISSION DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. On July 16, 2019, the Planning Commission adopted Resolution No. 2019-13 approving Zoning Case No. 956 for a Site Plan Review for grading of 6,790 cubic yards of cut and 5,955 cubic yards of fill with 835 cubic yards of dirt to be exported from the excavation of the basement and pool; to construct a 6,201-square-foot residence with a 3,000-square-foot basement and 880-square-foot attached garage; to construct a 1,172 square foot swimming pool; and to construct a not to exceed 5-foot-high retaining wall along the driveway; a Condition Use Permit to construct an 800-square-foot guest house; and Variances to exceed the maximum permitted disturbance of the lot by 9.9% to up to 49.9%, where maximum permitted is 40%; and to cover 33.3% of the front yard setback with a driveway, where the maximum permitted is 20%. A new driveway apron was approved by the Traffic Commission. The project also included accompanying administrative approvals to construct the following: 1) 1,222 square feet of covered porches for the residence; 2) 238-square-foot entryway for the residence; 3) 40 square foot pool equipment area; 4) 100-square-foot water feature; 5) 400-square-foot outdoor kitchen; 6) 100-square-foot service yard area; and 7) 337-square-foot attached porch for the guest house.

Section 2. On August 17, 2021, the Planning Commission adopted Resolution No. 2021-11 granting a two-year time extension for Zoning Case No. 956 to July 16, 2023. The time extension applies to the Site Plan Review, Conditional Use Permit, and Variances.

Section 3. On September 20, 2021, the new owner, Ralph Cimmarusti (Colorado St. Brand Blvd LLC), submitted a major modification request for the Site Plan Review granted by Resolution 2019-13 and extended by Resolution 2021-11 to relocate the residence 30 feet to the east and two feet higher in elevation. The changes also include: reducing the size of the house to 6,094 square feet and increasing the attached garage to 987 square feet with no change in footprint; enlarging the basement to 4,491 square feet; and balanced grading of 6,100 cubic yards of cut and 6,100 cubic yards of fill with no import or export of dirt. The modification eliminates the need for a Condition Use Permit; the new owner is abandoning the CUP for the guest house granted by Resolution 2019-13 and extended by Resolution 2021-11 and is pursuing a 1,000-square-foot accessory dwelling unit (ADU), which is not subject to discretionary review. The Variances granted by Resolution 2019-13 and extended by Resolution 2021-11 to exceed the maximum permitted disturbance of the lot by 9.9% to up to 49.9%, where maximum

permitted is 40%; and to cover 33.3% of the front yard setback with a driveway, where the maximum permitted is 20% are still in effect and are not proposed to be changed.

Section 4. The Planning Commission conducted a duly noticed public hearing field trip on April 19, 2022, followed by a virtual public hearing meeting that same evening. Neighbors within a 1,000-foot radius were notified of the public hearing and a notice was published in the Daily Breeze on April 8, 2022. The Applicant and his agent were notified of the public hearings in writing by first class mail and email and both were in attendance at the hearing. Evidence was heard and presented from all persons interested in affecting said proposal and from members of City staff. The Planning Commission reviewed, analyzed, and studied said proposal.

Section 5. The property is zoned RAS-2, and the lot is 3.45 acres in size excluding roadway easement. For development purposes the net lot area is 3.16 acres, (137,810 sq. ft.). The lot is vacant. The lot is long and narrow, having a very long frontage along Middleridge Lane South. The rear of the lot slopes to a bridle trail that crosses the lot.

Section 6. The Planning Commission finds that the development project is exempt from the California Environmental Quality Act, (CEQA) pursuant to Section 15303 (new construction of single family residence and accessory structures) of the CEQA guidelines. The Class 3 exemption consists of construction and location of limited numbers of new, small facilities or structures, including one single-family residence and accessory structures, including garages, carports, patios, swimming pools, and fences. Here, the development project includes construction of a single-family residence, including basement and attached garage, a swimming pool, and a retaining wall and associated grading for purposes of locating and constructing such facilities. Therefore, the project meets the Class 3 categorical exemption under Section 15303. Further, none of the exceptions to the exemption apply. More specifically, there is no reasonable probablity that the activity will have a significant effect on the environment due to unusual circumstances. There are no unusual circumstances associated with the property and no reasonable probability that the development will have a significant effect on the environment.

Section 7. The Planning Commission finds that the Major Modification to the Site Plan Review that was granted by Resolution No. 2019-13 and extended by Resolution No. 2021-11 which includes shifting the construction of the 6,094-square-foot residence, including 4,491-square-foot basement and 987-square-foot attached garage, pursuant to RHMC Section 17.46.020, shifting the 1,172-square-foot swimming pool pursuant to RHMC Section 17.46.020, and shifting the not to exceed 5-foot-high retaining wall along a portion of the driveway pursuant to RHMC Sections 17.16.190 and 17.16.210; and modifying the amount of grading to 6,100 cubic yards of cut and 6,100 cubic yards of fill balanced onsite pursunt to RHMC Section 17.46.020 does not affect the findings for Site Plan Review. With respect to the Major Modification to the Site Plan Review, the Planning Commission makes the following findings of fact which supersede the Site Plan Review findings in Resolution No. 2019-13:

A. The project still complies with and is consistent with the goals and policies of the General Plan and all requirements of the Zoning Ordinance. The residence, including the basement and attached garage, and the swimming pool comply with the General Plan requirement of low profile, low-density residential development with sufficient open space between surrounding structures and maintain sufficient setbacks to provide buffers between residential uses. The construction of these features also does not require variances from any zoning requirement.

The property is unimproved, and therefore a new driveway and a building pad must be created. The balanced grading complies with the General Plan and all requirements of the zoning ordinance subject to the two variances to increase the disturbance above the maximum allowable and to increase the coverage of the front yard setback above the maximum allowable to construct the driveway. The grading is necessary to create the building pad for the residence and a driveway of 20 feet in width with a turn around area is required by the Fire Department. The net lot area of the lot is over 3 acres but is constrained by the shape of the lot which is long and narrow, having a very long frontage along Middleridge Lane South. The lot is adjacent to other large lots along Middleridge Lane South.

The not-to-exceed 5-foot-high retaining wall along the driveway complies with the general plan and all requirements of the zoning ordinance. The topography of the lot and the requirement for a 20-foot-wide driveway dictates the location of a wall. The wall will not be visible from the street or by any neighbors; it will only be visible to the Applicant. The retaining wall supports the General Plan as it will provide safety to the property owners, reduce the need for additional grading and meet the building code and Fire Department requirements.

B. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. The topography and the configuration of the lot have been considered, and the proposed project will be constructed on the least steep area of the lot, so that the lot experiences the least disruption. The lot coverage is 28,407 square feet or 20.9%, which is below the maximum lot coverage limitation of 35%. The grading for the building pad leaves the steeper and more densely vegetated areas in their existing state. The project in general will retain the existing slopes and vegetation. The not to exceed 5-foot-high retaining wall supports the slope along the driveway to reduce the need for additional grading.

C. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences. The proposed development, as conditioned, is consistent with the scale of the neighborhood when compared to new residences in the City. The proposed project is screened from the road so as to reduce the visual impact of the development. The development plan takes into consideration the views from Middleridge Lane South. The development will be set back from the road so that views from the road will not be blocked. Significant portions of the lot will be left undeveloped. The development location will be the least intrusive to surrounding properties, is of sufficient distance from nearby residences so that it will not impact the view or privacy of surrounding neighbors, and will allow the owners to enjoy their property without significantly impacting surrounding property owners. The grading for the building pad

leaves the steeper and more densely vegetated areas in their existing state. The proposed 5-foot-high retaining wall is necessary to support the slope along the driveway. The wall is harmonious in scale as it will be only visible from the yard of the subject residents and not by any other neighbors.

D. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls). The area of the proposed construction does not contain any native vegetation; part of the area is flat and through the years has been cleared for fire prevention. There are several mature trees and shrubs that will be preserved and other native vegetation will be planted. A good potion of the lot will remain in its natural condition as it slopes into the canyon and a bridle trail. This area of the lot will not be affected by the construction of the project. The building pad is created with a cut of earth that parallels the existing topography and the road. The dirt will be placed in a natural appealing curved shape to fill an existing depression. The resulting slopes will range from 3:1 gradient in the front area to 2.5:1 and 2:1 gradient in the rear of the house.

The not-to-exceed 5-foot-high and 50-foot-long retaining wall along the driveway limits preserves and integrates existing topographic features of the site because it follows the countours of the lot and is required to support the width of the driveway. The wall will not affect native vegetation or mature trees. It will aid in the design of the drainage on the property as the run off will travel along the driveway curb and the wall into a dissipator located near the driveway apron and into the street. This will protect the building pad and the structure from flooding during heavy rains. The rear of the building pad will continue draining in sheet flow fashion to the natural drainage course below the property.

E. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area. The building pad is created with grading that parallels the existing topography and the road. The dirt will be placed in natural appealing curved shape to fill an existing depression. The resulting slopes will range from 3:1 gradient in the front area to 2.5:1 and 2:1 gradient in the rear of the house. With the pad pitched as the existing site slopes, the fill slopes follow Middleridge in a natural form. There is no grading in the canyon and all drainage courses remain the same. Run off will be collected in a managed fashion, so as not to flood the property and to discharge water through the dissipator into the street.

F. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course. The topography and hydrology of the lot dictate the location of the development so that an acceptable drainage design for the property may be accomplished. The project will not affect any drainage course as the drainage will mimic the existing drainage course; however due to the introduction of impervious surfaces to the lot the lot run off will be collected in a managed fashion, so as not to flood the property and to discharge water through a dissipater into the street. The design incorporates a drainage swale behind the wall to further direct the water along the wall and into a dissipater. This will protect the building pad and the structures from flooding during heavy rains.

G. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas. The project will retain many of the existing vegetation, and add new vegetation comatible with the rural character of the City. A large portion of the lot will remain undisturbed and the existing vegetation will remain. A large poriton of the area proposed for construction does not contain any native or mature vegetation as it was cleared for fire prevention through the years. The development will be screened and landscaped with additional trees and shrubs. The landscaping will provide a buffer or transition area between the property and surroudning properties. The retaining wall will not disturb surrounding native vegetation or mature trees. The retaining wall is only visible to the Applicant and not from adjacent properties.

H. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles. This is an unimproved lot and a new driveway must be constructed. Following several reiterations for a proposed driveway reviewed by the Traffic Commission including at a field visit, the Traffic Commission recommended approval of the driveway in its currently proposed location. The Traffic Engineer agreed on the location of the driveway apron. The neighbors at the field visit also supported the location of the driveway apron. A path for pedestrians is preserved at the street and there is ample off-street parking due to Fire Prevention access requirement.

The new 20' wide driveway, as required by the Fire Department, will be safe for two cars to drive past each other. There is ample parking in the garages and in the turnaround area at the front of the house so visitor parking will be contained on site outside of the setbacks.

I. The project conforms to the requirements of the California Environmental Quality Act. The development project is exempt from CEQA pursuant to Section 15303 (new construction of single-family residence and accessory structures) of the CEQA guidelines.

Section 8. Based upon the foregoing findings, the Planning Commission hereby approves Zoning Case No. 2021-10, a request for a Major Modification to a Site Plan Review for construction of a 6,094-square-foot residence, including a 4,491-square-foot basement and 987-square-foot attached garage; construction of a 1,172-square-foot swimming pool; and construction of a not-to-exceed 5-foot-high high retaining wall along the driveway and grading to be balanced on site and hereby amends the conditions of approval in Section 9 of Planning Commission Resolution No. 2019-13, dated July 16, 2019, to read as follows:

E. The lot shall be developed and maintained in substantial conformance with the site plan on file with the City and approved by the Planning Commission on April 19, 2022, except as otherwise provided in these conditions. All conditions of the Site Plan Review and Variances shall be incorporated into the building permit working drawings, and where applicable complied with prior to issuance of a grading or building permit from the building department.

The conditions of approval of this Resolution shall be printed onto building plans submitted to the Building Department for review and shall be kept on site at all times.

Any modifications and/or changes to the approved project, including resulting from field conditions, shall be discussed and approved by staff prior to implementing the changes.

G. The structural net lot coverage shall not exceed 12,047 sq.ft. or 8.7% (w/out deductions) and 8.4% w/deductions in conformance with the lot coverage limitations; the proposed total coverage, (structures and flatworks) shall not exceed 28,407 sq.ft. (w/deductions) or 20.9% and 21.0% w/out deduction in conformance with the lot coverage limitations.

The proposed residentil building pad will be 30,600 sq.ft. with 36.6% structural coverage-accounting for allowable deductions, and includes the accessory dwelling unit.

H. The disturbed area of the lot shall not exceed 49.9%. Grading for this project shall not exceed 6,100 cubic yards of cut and 6,100 cubic yards of fill balanced onsite.

K. The highest ridgeline of the residence shall not exceed 19.5 feet from the finished grade to the finished surface of the roof along the north elevation. Three chimneys are permitted, two shall run in a north south direction, which is parallel to views from behind, minimizing impact.

N. (Reserved.)

AC. The Applicant shall execute an Affidavit of Acceptance of all conditions of this permit pursuant to the Zoning Ordinance, or the approval shall not be effective. The affidavit shall be recorded together with the resolution.

Section 9. Except as amended herein and as amended by Resolution 2021-11, the provisions and conditions of Resolution No. 2019-13 shall continue to be in full force and effect.

PASSED, APPROVED AND ADOPTED THIS 19th DAY OF APRIL, 2022.

_____
BRAD CHELF, CHAIRMAN

ATTEST:

_____
CITY CLERK

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

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

I certify that the foregoing Resolution No. 2022-04 entitled:

> A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL FOR A MAJOR MODIFICATION FOR A SITE PLAN REVIEW FOR THE CONSTRUCTION OF A NEW RESIDENCE, INCLUDING ATTACHED GARAGE AND BASEMENT, RETAINING WALL, SWIMMING POOL, AND GRADING IN ZONING CASE NO. 21-10 AT **8 MIDDLERIDGE LANE SOUTH** (CIMMARUSTI)

was approved and adopted at a regular meeting of the Planning Commission on April 19th, 2022 by the following roll call vote:

AYES:

NOES:

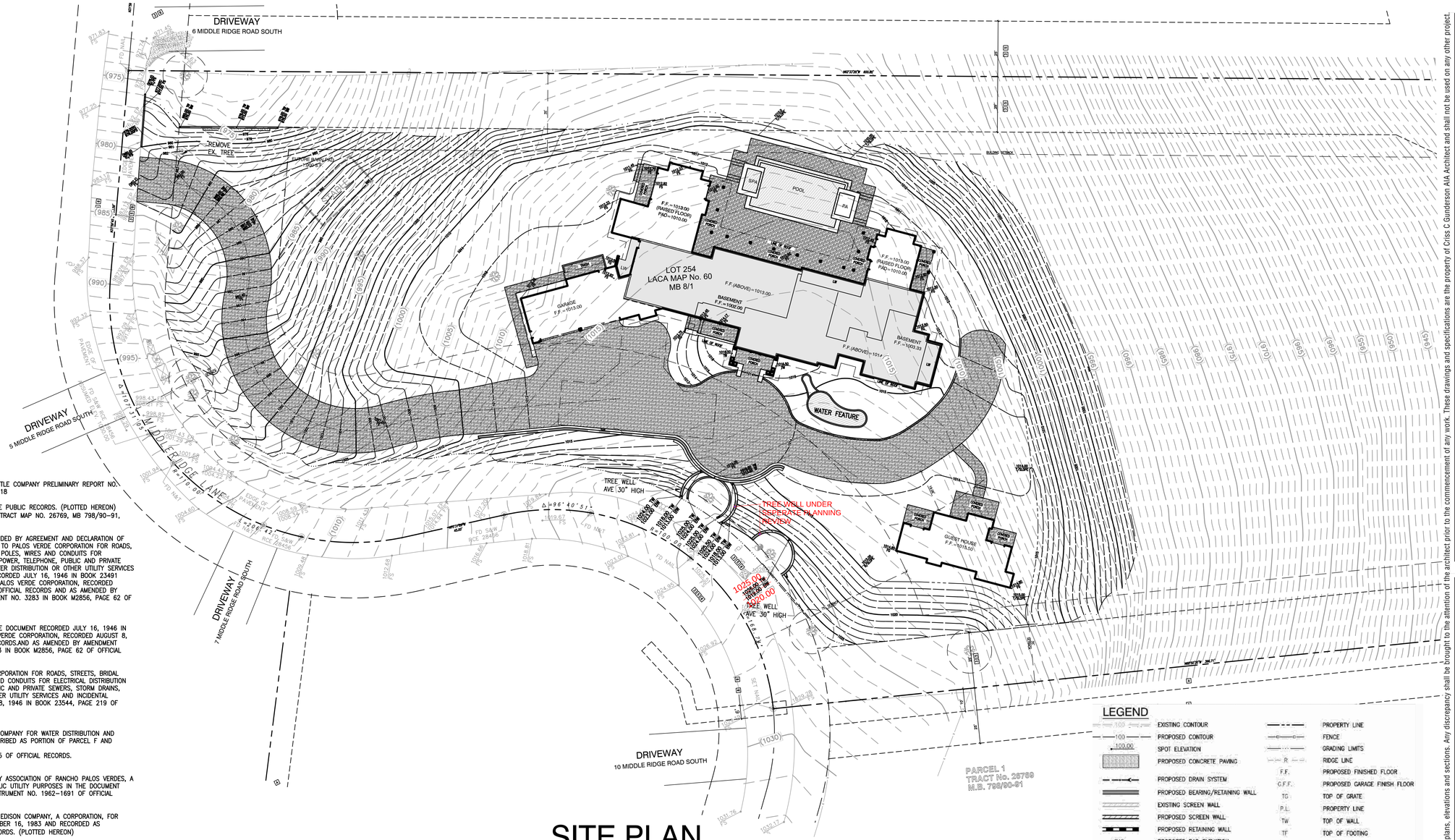
ABSENT:

ABSTAIN:

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

Administrative Offices

_____
CITY CLERK



SITE PLAN

SCALE : 1"=20'

EASEMENT NOTES:

NUMBERING SEQUENCE PER FIDELITY NATIONAL TITLE COMPANY PRELIMINARY REPORT NO. 00193980-997-OC1-JA1 , DATED APRIL 30, 2018

A — ANY EASEMENTS OR SERVITUDES APPEARING IN THE PUBLIC RECORDS. (PLOTTED HEREON) (EASEMENTS PER LACA MAP NO. 60 AM 8/1 AND TRACT MAP NO. 26769, MB 798/90-91, AND RS 58/22)

3 — EASEMENTS, RIGHTS AND RIGHTS OF WAY AS PROVIDED BY AGREEMENT AND DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS TO PALOS VERDE CORPORATION FOR ROADS, STREETS, BRIDAL TRAILS, PARKWAYS, PARK AREAS, POLES, WIRES AND CONDUITS FOR ELECTRICAL DISTRIBUTION FOR LIGHTING, HEATING, POWER, TELEPHONE, PUBLIC AND PRIVATE SEWERS, STORM DRAINS, LAND DRAINS, PIPES, WATER DISTRIBUTION OR OTHER UTILITY SERVICES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JULY 16, 1946 IN BOOK 23491 PAGE 1 AND AS RESERVED BY SAID DEED FROM PALOS VERDE CORPORATION, RECORDED AUGUST 8, 1946 IN BOOK 23544, PAGE 219 OF OFFICIAL RECORDS AND AS AMENDED BY AMENDMENT RECORDED MAY 8, 1968 AS INSTRUMENT NO. 3283 IN BOOK M2856, PAGE 62 OF OFFICIAL RECORDS. (PLOTTED HEREON)

4 — COVENANTS, CONDITIONS, AND RESTRICTIONS IN THE DOCUMENT RECORDED JULY 16, 1946 IN BOOK 23491 PAGE AND SAID DEED FROM PALOS VERDE CORPORATION, RECORDED AUGUST 8, 1946 IN BOOK 23544, PAGE 219 OF OFFICIAL RECORDS.AND AS AMENDED BY AMENDMENT RECORDED MAY 8, 1968 AS INSTRUMENT NO. 3283 IN BOOK M2856, PAGE 62 OF OFFICIAL RECORDS. (BLANKET IN NATURE)

5 — AN EASEMENT RESERVED BY TO PALOS VERDE CORPORATION FOR ROADS, STREETS, BRIDAL TRAILS, PARKWAYS, PARK AREAS, POLES, WIRES AND CONDUITS FOR ELECTRICAL DISTRIBUTION FOR LIGHTING, HEATING, POWER, TELEPHONE, PUBLIC AND PRIVATE SEWERS, STORM DRAINS, LAND DRAINS, PIPES, WATER DISTRIBUTION OR OTHER UTILITY SERVICES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AUGUST 8, 1946 IN BOOK 23544, PAGE 219 OF OFFICIAL RECORDS. (PLOTTED HEREON)

6 — AN EASEMENT GRANTED TO PALOS VERDE WATER COMPANY FOR WATER DISTRIBUTION AND INCIDENTAL PURPOSES IN THE DOCUMENT AS DESCRIBED AS PORTION OF PARCEL F AND RECORDED OCTOBER 1, 1962 AS INSTRUMENT NO. 1962-4615 OF OFFICIAL RECORDS. (PLOTTED HEREON)

7 — EASEMENTS GRANTED TO ROLLING HILLS COMMUNITY ASSOCIATION OF RANCHO PALOS VERDES, A CORPORATION FOR ROAD, BRIDLE TRAILS AND PUBLIC UTILITY PURPOSES IN THE DOCUMENT DATED OCTOBER 18, 1962 AND RECORDED AS INSTRUMENT NO. 1962-1691 OF OFFICIAL RECORDS. (DOES NOT AFFECT FEE PARCEL)

8 — AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR PUBLIC UTILITIES, IN THE DOCUMENT DATED DECEMBER 16, 1983 AND RECORDED AS INSTRUMENT NO. 1983-1493954 OF OFFICIAL RECORDS. (PLOTTED HEREON)

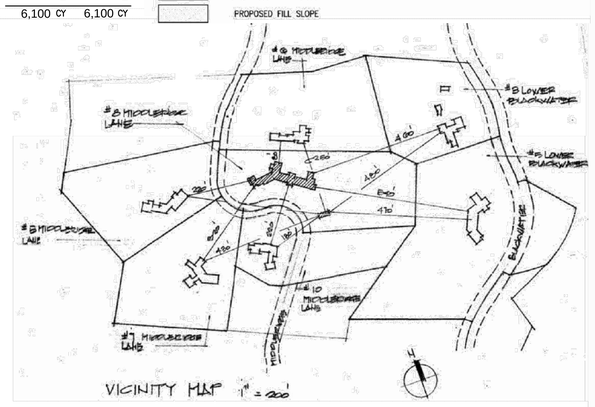
9 — AN EASEMENT GRANTED TO GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION, FOR COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, IN THE DOCUMENT DATED MARCH 22, 1984 AND RECORDED AS INSTRUMENT NO. 1984-353770 OF OFFICIAL RECORDS. (PLOTTED HEREON)

LEGEND

100	EXISTING CONTOUR		PROPERTY LINE
100	PROPOSED CONTOUR	c c	FENCE
100.00	SPOT ELEVATION		GRADING LIMITS
	PROPOSED CONCRETE PAVING	R	RIDGE LINE
	PROPOSED DRAIN SYSTEM	F.F.	PROPOSED FINISHED FLOOR
	PROPOSED BEARING/RETAINING WALL	G.F.F.	PROPOSED GARAGE FINISH FLOOR
	EXISTING SCREEN WALL	TG	TOP OF GRATE
	PROPOSED SCREEN WALL	P.L.	PROPERTY LINE
	PROPOSED RETAINING WALL	TW	TOP OF WALL
PAD	PROPOSED PAD ELEVATION	TF	TOP OF FOOTING
T/SLAB	PROPOSED TOP OF SLAB	LW	LIGHT WELL
FS	PROPOSED FINISHED SURFACE	W.F.	WATER FEATURE
FG	PROPOSED FINISHED GRADE	T.P.	TOP OF PILASTER
EG	EXISTING GRADE	P.A.	PLANTER AREA
	PROPOSED CUT SLOPE	F.P.	FIRE PIT
	PROPOSED FILL SLOPE		

EARTHWORK ESTIMATE

EARTHWORK	CUT	FILL
EXCAVATION	6,100 CY	–
EMBANKMENT	–	6,100 CY
IMPORT	–	–
TOTAL	6,100 CY	6,100 CY



DATE 4.4.22 ZONING CASE NO. _____ ADDRESS 8 MIDDLERIDGE S

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

CALCULATION OF LOT COVERAGE

AREA AND STRUCTURES	EXISTING	PROPOSED	TOTAL
NET LOT AREA	_____ sq.ft.	_____ sq.ft.	137,810 sq.ft.
RESIDENCE	_____ sq.ft.	_____ sq.ft.	9,094 sq.ft.
GARAGE	_____ sq.ft.	_____ sq.ft.	987 sq.ft.
SWIMMING POOL/SPA	_____ sq.ft.	_____ sq.ft.	1,172 sq.ft.
POOL EQUIPMENT	_____ sq.ft.	_____ sq.ft.	40 sq.ft.
GUEST HOUSE	_____ sq.ft.	_____ sq.ft.	– sq.ft.
CABANA	_____ sq.ft.	_____ sq.ft.	– sq.ft.
STABLE (dirt volume to be included in grading quantities)	_____ sq.ft.	_____ sq.ft.	450 sq.ft.
RECREATION COURT	_____ sq.ft.	_____ sq.ft.	– sq.ft.
ATTACHED COVERED PORCHES ENTRYWAY/ PORTE COCHERE, BREEZEWAYS	_____ sq.ft.	_____ sq.ft.	1,222 sq.ft.
ATTACHED TRELLISES	_____ sq.ft.	_____ sq.ft.	238 sq.ft.
*DETACHED STRUCTURES: (circle all that applies) SHEDS, TRELLISES, GAZEBO, BARBECUE, OUTDOOR KITCHEN, ROOFED PLAY EQUIP - over 13 ft. high and over 120 sq. ft. in area, WATER FEATURES, ETC.	_____ sq.ft.	_____ sq.ft.	500 sq.ft.
SERVICE YARD	_____ sq.ft.	_____ sq.ft.	100 sq.ft.
OTHER ADU	_____ sq.ft.	_____ sq.ft.	1,000 sq.ft.
BASEMENT AREA (volume to be included in grading quantities)	_____ sq.ft.	_____ sq.ft.	4,491 sq.ft.
DEPTH OF BASEMENT	_____	_____	10
TOTAL STRUCTURES	_____ sq.ft.	_____ sq.ft.	17,047 sq.ft.
% STRUCTURAL COVERAGE	_____ %	_____ %	8.7 %
TOTAL STRUCTURES EXCLUDING: *up to 5 (equal) & up to 800 sq. ft. detached structures that are not higher than 12 ft. (no more than 120 sq.ft. per structure per dedication, except for trellis)*	_____ sq.ft.	_____ sq.ft.	11,547 sq.ft.
% STRUCTURAL COVERAGE	_____ %	_____ %	8.4 %

-15-

SPR Rev. 2016
City of Rolling Hills

ALL FLATWORK MUST BE SHOWN ON THE PLAN

4.4.22

	EXISTING	PROPOSED	TOTAL
PRIMARY DRIVEWAY(S)	_____ sq.ft.	_____ sq.ft.	10,772 sq.ft.
PAVED WALKS, PATIO AREAS, COURTYARDS	_____ sq.ft.	_____ sq.ft.	1,250 sq.ft.
POOL DECKING	_____ sq.ft.	_____ sq.ft.	4,240 sq.ft.
OTHER PAVED DRIVEWAYS, ROAD EASEMENTS, PARKING PADS	_____ sq.ft.	_____ sq.ft.	– sq. ft.
TOTAL FLATWORK	_____ sq.ft.	_____ sq.ft.	16,262 sq.ft.
% TOTAL FLATWORK COVERAGE	_____ %	_____ %	12.2 %
TOTAL STRUCTURAL & FLATWORK COVERAGE	_____ sq.ft.	_____ sq.ft.	28,987 sq.ft.
% TOTAL COVERAGE	_____ %	_____ %	_____ %
TOTAL STRUCTURAL & **structural** FLATWORK COVERAGE **flat work** *Excl. the allowance of up to 5 – 800 sq. ft. structures from previous page.*	_____ sq.ft.	_____ sq.ft.	28,487 sq.ft. _____ sq.ft.
% TOTAL COVERAGE	_____ %	_____ %	20.9 %
TOTAL DISTURBED AREA	_____ sq.ft.	_____ sq.ft.	68,368 sq.ft.
% DISTURBED AREA	_____ %	_____ %	49.9 %
GRADING QUANTITY *(include future stable, corral and access way; basement and all other areas to be graded/excavated)*			_____ cubic yards

All structures (attached and detached) must be listed.

- *Free standing legal, conforming accessory structures such as sheds, trellises, covered patios, gazebos, fountains, barbecue, outdoor fire place, etc., are not counted towards coverages and disturbed area, unless their combined area exceeds 800 sq. ft., are over 120 sq.ft. in size (except for trellis) or if there are more than 5 such structures on the property.*

-16-

SPR Rev. 2016
City of Rolling Hills

DATE 9-9-21 Z.C. NO. _____ ADDRESS _____

CALCULATION OF BUILDING PAD COVERAGE

EXISTING

BUILDABLE PAD AREA AND STRUCTURES	EXISTING	PROPOSED	TOTAL
BUILDING PAD	_____sq.ft.	_____sq.ft.	30,600 sq.ft.
RESIDENCE	_____sq.ft.	_____sq.ft.	4,094 sq.ft.
GARAGE	_____sq.ft.	_____sq.ft.	987 sq.ft.
POOL/SPA	_____sq.ft.	_____sq.ft.	1,172 sq.ft.
POOL EQUIPMENT	_____sq.ft.	_____sq.ft.	40 sq.ft.
CABANA/RECRM	_____sq.ft.	_____sq.ft.	– sq.ft.
GUEST HOUSE	_____sq.ft.	_____sq.ft.	– sq.ft.
STABLE	_____sq.ft.	_____sq.ft.	– sq.ft.
SPORTS COURT	_____sq.ft.	_____sq.ft.	– sq.ft.
SERVICE YARD	_____sq.ft.	_____sq.ft.	100 sq.ft.
ATTACHED COVERED PORCHES Primary residence	_____sq.ft.	_____sq.ft.	1,222 sq.ft.
Accessory structures	_____sq.ft.	_____sq.ft.	327 sq.ft.
AREA OF ATTACHED COVERED PORCHES THAT EXCEED 10% OF THE SIZE OF RESIDENCE/ACCS. STRUCTURE	_____sq.ft.	_____sq.ft.	289 sq.ft.
ENTRYWAY/PORTE COCHERE/ BREEZEWAY	_____sq.ft.	_____sq.ft.	238 sq.ft.
ATTACHED TRELLISES	_____sq.ft.	_____sq.ft.	– sq.ft.
ALL DETACHED STRUCTURES (from previous page)	_____sq.ft.	_____sq.ft.	500 sq.ft.
ALL DETACHED STRUCTURES *(from previous page after excluding allowed deductions)*	_____sq.ft.	_____sq.ft.	0 sq.ft.
OTHER ADU	_____sq.ft.	_____sq.ft.	1,000 sq.ft.
TOTAL STRUCTURES ON PAD NO. 1	_____sq.ft.	_____sq.ft.	11,698 sq.ft.
% BUILDING PAD COVERAGE	_____%	_____%	38.2 %
TOTAL STRUCTURES ON PAD NO. 1 *Excluding attached trellises, excluding, allowed deductions, and including the area of covered porches that exceed 10% of the size of the residence/accessory structures.*	_____sq.ft.	_____sq.ft.	11,190 sq.ft.
% BUILDING PAD COVERAGE	_____%	_____%	36.6 %

SPR Rev. 2016
City of Rolling Hills

DATE _____ Z.C. NO. _____ ADDRESS _____

CALCULATION OF BUILDING PAD COVERAGE

PAD NO. 2

BUILDABLE PAD AREA AND STRUCTURES	EXISTING	PROPOSED	TOTAL
BUILDING PAD	_____sq.ft.	_____sq.ft.	1250 sq.ft.
RESIDENCE	_____sq.ft.	_____sq.ft.	_____sq.ft.
GARAGE	_____sq.ft.	_____sq.ft.	_____sq.ft.
POOL/SPA	_____sq.ft.	_____sq.ft.	_____sq.ft.
POOL EQUIPMENT	_____sq.ft.	_____sq.ft.	_____sq.ft.
CABANA/RECRM	_____sq.ft.	_____sq.ft.	_____sq.ft.
GUEST HOUSE	_____sq.ft.	_____sq.ft.	450 sq.ft.
STABLE	_____sq.ft.	_____sq.ft.	_____sq.ft.
SPORTS COURT	_____sq.ft.	_____sq.ft.	_____sq.ft.
SERVICE YARD	_____sq.ft.	_____sq.ft.	_____sq.ft.
ATTACHED COVERED PORCHES Primary residence	_____sq.ft.	_____sq.ft.	_____sq.ft.
Accessory structures	_____sq.ft.	_____sq.ft.	_____sq.ft.
AREA OF ATTACHED COVERED PORCHES THAT EXCEED 10% OF THE SIZE OF RESIDENCE/ACCS. STRUCTURE	_____sq.ft.	_____sq.ft.	_____sq.ft.
ENTRYWAY/PORTE COCHERE/ BREEZEWAY	_____sq.ft.	_____sq.ft.	_____sq.ft.
ATTACHED TRELLISES	_____sq.ft.	_____sq.ft.	_____sq.ft.
ALL DETACHED STRUCTURES (from 1st page)	_____sq.ft.	_____sq.ft.	_____sq.ft.
ALL DETACHED STRUCTURES (from 1st page after excluding allowed deductions)	_____sq.ft.	_____sq.ft.	_____sq.ft.
OTHER	_____sq.ft.	_____sq.ft.	_____sq.ft.
TOTAL STRUCTURES ON PAD NO. 2	_____sq.ft.	_____sq.ft.	_____sq.ft.
% BUILDING PAD COVERAGE	_____%	_____%	_____%
TOTAL STRUCTURES ON PAD NO. 2 excluding attached trellises, excluding, allowed deductions, and including the area of covered porches that exceed 10% of the size of the residence/accs. structures.	_____sq.ft.	_____sq.ft.	450 sq.ft.
% BUILDING PAD COVERAGE	_____%	_____%	36.0 %

-18-

SPR Rev. 2016
City of Rolling Hills

CRISS C GUNDERSON • AIA ARCHITECT
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RESIDENCE for COLORADO ST BRAND BLVD LLC
NO.8 MIDDLERIDGE LANE SOUTH, ROLLING HILLS, CALIFORNIA 90274

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

1.1

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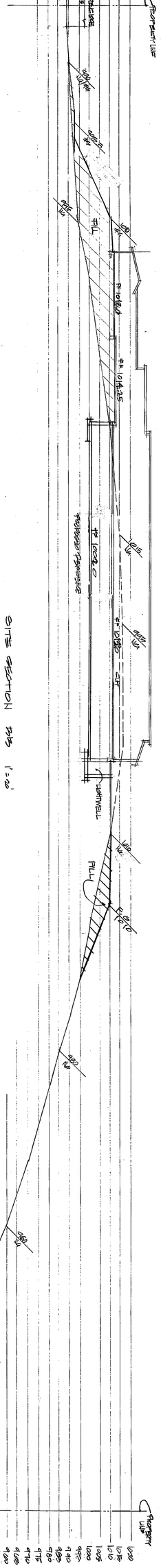
PROPERTY LINE
HIGHLERIDGE LANE
PROPOSED RESIDENCE
PROPOSED POOL
PROPOSED GUEST HOUSE
EXISTING GUEST HOUSE
EXISTING POOL
PROPOSED GUEST HOUSE
PROPOSED POOL
PROPOSED RESIDENCE
PROPOSED RESIDENCE
PROPOSED RESIDENCE

EASEMENT

BUILDING SETBACK

APPROVAL 2019
FOOTPRINT

GARAGE
F.F. 1013

TRASH

LW

KITCHEN
F.F. 1013

FAMILY
F.F. 1013

COVERED PORCH

GALLERY
F.F. 1013

DINING
F.F. 1013

LIVING
F.F. 1013

RESIDENCE

SPA

POOL

COVERED PORCH

OFF
F.F. 1014.25

LW

LW

COVERED PORCH

MASTER BEDROOM
F.F. 1013

COVERED PORCH

COVERED PORCH

ENTRY
F.F. 1014.25

COVERED ENTRY

BEDROOMS
F.F. 1014.25

LW

POND

1005

1000

1010

1015

1020

SITE PLAN-RESIDENCE RELOCATION
SCALE: 1/8" = 1'-0"

APPROVAL 2019
GUEST HOUSE

COVERED ENTRY

COVERED PORCH

ENTRY
F.F. 1016.5

COVERED PORCH

BEDROOM
F.F. 1016.5

4/8/2022 3:55 PM

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RESIDENCE for COLORADO ST BRAND BLVD LLC

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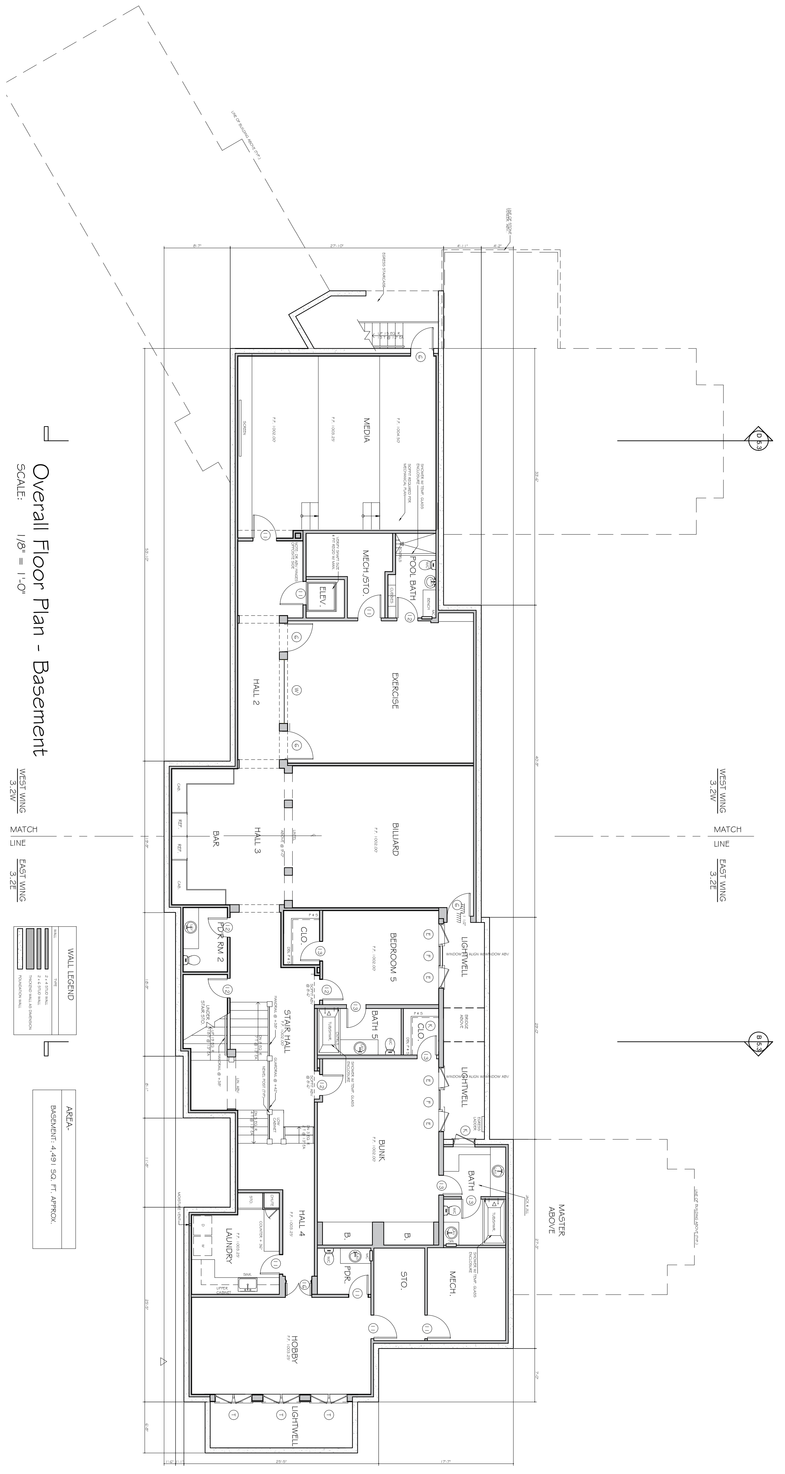
LICENSED ARCHITECT
CRISS C GUNDERSON
No. C-018374
RENEWAL DATE
STATE OF CALIFORNIA

1.4

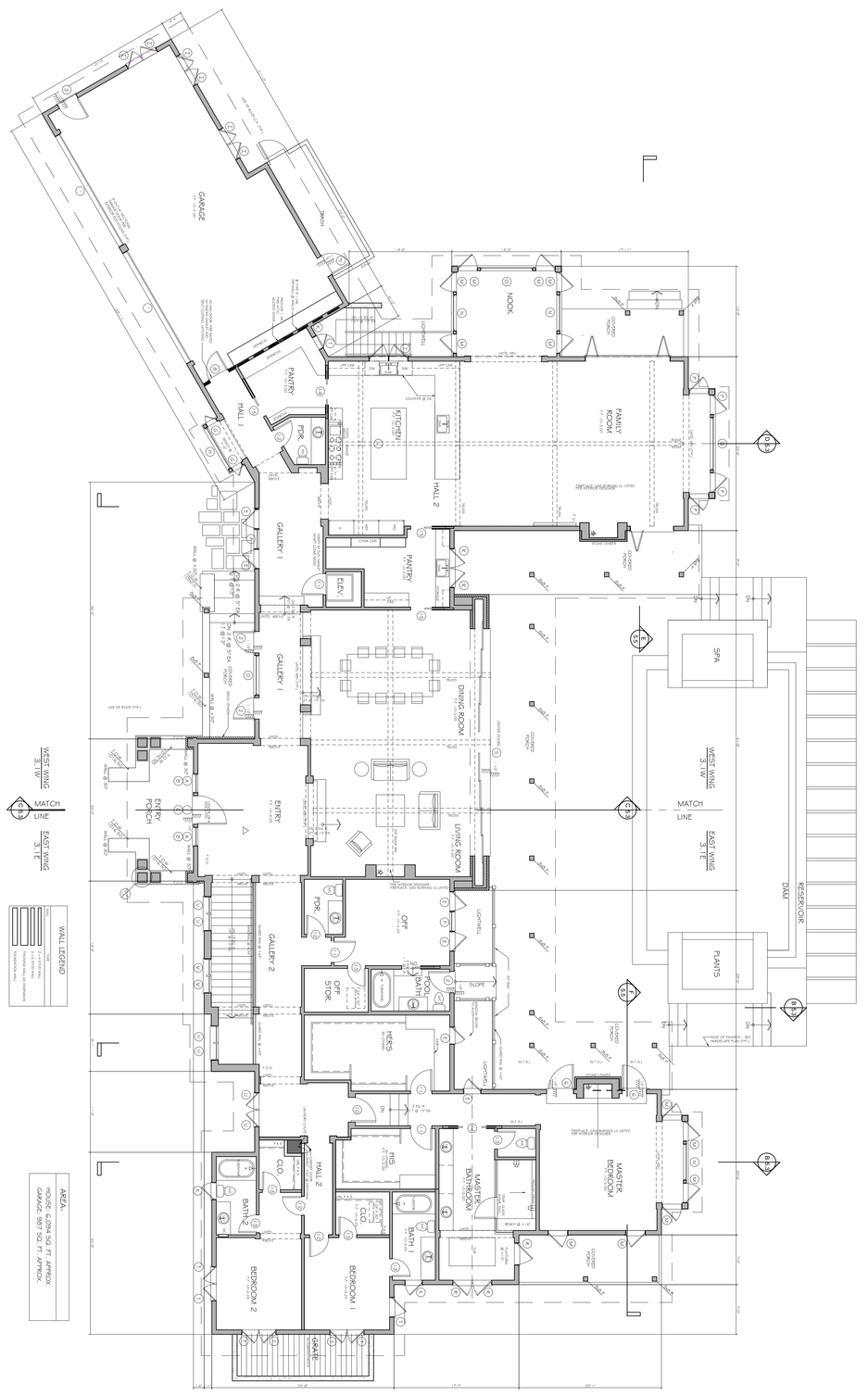
Overall Floor Plan - Basement

SCALE: 1/8" = 1'-0"



Overall Floor Plan - Main

SCALE: 1/8" = 1'-0"



NORTH

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

3.0

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

RESIDENCE for COLORADO ST BRAND BLVD LLC

NO.8 MIDDLERIDGE LANE SOUTH, ROLLING HILLS, CALIFORNIA 90274

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DOOR SCHEDULE

No.	ITEM	SIZE	GLASS	MATERIAL	REMARKS
01	Entry Door	3'-0"x 6'-8"	Dbl Glz Temp	D.F.	3L, 2H,
02	Pr French Door	6'-0"x 6'-8"	Dbl Glz Temp	D.F.	3L, 2H, EACH LEAF
03	Raised Pnl Door	2'-8"x 6'-8"	Dbl Glz Temp	D.F.	
04	Raised Pnl Door	2'-6"x 6'-8"	Dbl Glz Temp	D.F.	
05	Sliding Doors	4'-6"x 9'-0"	Dbl Glz Temp	D.F.	

WINDOW SCHEDULE

NO.	ITEM	Size (WxH)	GLASS	MATERIAL	Remarks
A	Casement	2'-4"x 4'-6"	Dbl Glz Temp	D.F.	3 Lites, 2 High
B	Fixed	4'-5"x 4'-6"	Dbl Glz Temp	D.F.	6 Lites, 2 High
C	Casement	2'-0"x 3'-6"	Dbl Glz Temp	D.F.	3 Lites, 2 High
D	Casement	2'-0"x 4'-0"	Dbl Glz Temp	D.F.	3 Lites, 2 High

SECURITY NOTES:

1. ALL ENTRY DOORS TO DWELLING UNITS OR GUEST ROOM SHALL BE ARRANGED SO THAT THE OCCUPANT HAS A VIEW OF THE AREA IMMEDIATELY OUTSIDE THE DOOR WITHOUT OPENING THE DOOR. SUCH VIEW MAY BE PROVIDED BY A DOOR VIEWER, THROUGH WINDOWS LOCATED IN THE VICINITY OF THE DOOR OR THROUGH VIEW PORTS IN THE DOOR OR ADJOINING WALL.
2. SCREENS, BARRICADES, OR FENCES MADE OF A MATERIAL WHICH WOULD PRECLUDE HUMAN CLIMBING SHALL BE PROVIDED AT EVERY PORTION OF EVERY ROOF, BALCONY, OR SIMILAR SURFACE WHICH IS WITHIN 8 FT. OF THE UTILITY POLE OR SIMILAR STRUCTURES.
3. WOOD FLUSH-TYPE DOORS SHALL BE 1-3/8" THICK MINIMUM WITH SOLID-CORE CONSTRUCTION. 91.6709.1- DOOR STOPS OF IN-SWINGING DOORS SHALL BE OF ONE-PIECE CONSTRUCTION WITH THE JAMB OR JOINED BY RABBET TO THE JAMB.
4. EVERY DOOR IN A SECURITY OPENING FOR AN APARTMENT HOUSE SHALL BE PROVIDED WITH A LIGHT BULB (60 WATT MIN.) AT A MAX. HEIGHT OF 8 FT. ON THE EXTERIOR.
5. ALL PIN-TYPE DOOR HINGES ACCESSIBLE FROM OUTSIDE SHALL HAVE NON-REMOVABLE HINGE PINS. HINGES SHALL HAVE A MIN. 1/4" DIA. STEEL JAMB STUD WITH 1/4" MIN. PROTECTION. THE STRIKE PLATE FOR LATCHES AND HOLDING DEVICE FOR PROJECTING DEAD BOLTS IN WOOD CONSTRUCTION SHALL BE SECURED TO THE JAMB AND THE WALL FRAMING WITH SCREWS NO LESS THAN 2-1/2" LONG.
6. PROVIDE DEAD BOLTS WITH HARDENED INSERTS; DEADLOCKING LATCH WITH KEY-OPERATED LOCKS ON EXTERIOR. DOORS MUST BE OPERABLE FROM THE INSIDE WITHOUT A KEY, SPECIAL KNOWLEDGE, OR SPECIAL EFFORT.
7. STRAIGHT DEAD BOLTS SHALL HAVE A MIN. THROW OF 1" AND AN EMBEDMENT OF NOT LESS THAN 5/8", AND A HOOK-SHAPED OR AN EXPANDING-LUG DEADBOLT SHALL HAVE A MIN. THROW OF 3/4".
8. THE USE OF A LOCKING SYSTEM WHICH CONSISTS OF A DEADLOCKING LATCH OPERATED BY A DOORKNOB AND A DEADBOLT OPERATED BY A NON-REMOVABLE THUMB TURN WHICH IS INDEPENDENT OF THE DEADLOCKING LATCH AND WHICH MUST BE SEPARATELY OPERATED, SHALL NOT BE CONSIDERED AS A SYSTEM WHICH REQUIRES SPECIAL KNOWLEDGE OR EFFORT WHEN USED IN DWELLING UNITS. THE DOOR KNOB AND THE THUMB TURN WHICH OPERATES THE DEADBOLT SHALL NOT BE SEPARATED BY MORE THAN 8 INCHES.
9. WOOD PANEL TYPE DOORS MUST HAVE PANELS AT LEAST 9/16" THICK WITH SHAPED PORTIONS NOT LESS THAN 1/4" THICK AND INDIVIDUAL PANELS MUST BE NO MORE THAN 300 SQ. IN. IN AREA. MULLIONS SHALL BE CONSIDERED A PART OF ADJACENT PANELS EXCEPT MULLIONS NOT OVER 1.5" LONG MAY HAVE AN OVERALL WIDTH OF NOT LESS THAN 2". STILES AND RAILS SHALL BE OF SOLID LUMBER IN THICKNESS WITH OVERALL DIMENSIONS OF NOT LESS THAN 1-3/8" AND 3" IN WIDTH.
10. SLIDING DOORS SHALL BE PROVIDED WITH A DEVICE IN THE UPPER CHANNEL OF THE MOVING PANEL TO PROHIBIT RAISING AND REMOVING OF THE MOVING PANEL IN THE CLOSED OR PARTIALLY OPEN POSITION.
11. SLIDING GLASS DOORS SHALL BE EQUIPPED WITH LOCKING DEVICES AND SHALL BE SO CONSTRUCTED AND INSTALLED THAT THEY REMAIN INTACT AND ENGAGED WHEN SUBJECTED TO THE TESTS SPECIFIED IN SEC. 6717.1
12. METAL OR WOODEN OVERHEAD OR SLIDING DOORS SHALL BE SECURED WITH A CYLINDER LOCK, PADLOCK WITH A MIN. 9/32" DIA. HARDENED STEEL SHACKLE AND BOLTED, HARDENED STEEL HASPS, METAL SLIDE BOARD, BOLT OR EQUIVALENT DEVICE SECURED ELECTRICALLY OPERATED.
13. PROVIDE METAL GUIDES AT TOP AND BOTTOM OF METAL ACCORDION GRATE OR GRILLE-TYPE DOORS AND CYLINDER LOCKS WHENEVER THE CYLINDER PROJECTS BEYOND THE FACE OF THE DOOR OR IS OTHERWISE ACCESSIBLE TO GRIPPING TOOLS.
14. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION, SHALL BE FULLY TEMPERED GLASS OR APPROVED BURGLARY RESISTANT MATERIAL, OR SHALL BE PROTECTED BY METAL BARS, SCREENS OR GRILLS HAVING A MAXIMUM OPENING OF 2". THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO VIEW PORTS OR WINDOWS WHICH DO NOT EXCEED 2" IN THEIR GREATEST DIMENSIONS.
15. LOUVERED WINDOWS SHALL BE PROTECTED BY METAL BARS OR GRILLS WITH OPENINGS THAT HAVE AT LEAST ONE DIMENSION OF 6" OR LESS, WHICH ARE CONSTRUCTED TO PRECLUDE HUMAN ENTRY.
16. OTHER OPENABLE WINDOWS SHALL BE PROVIDED WITH SUBSTANTIAL LOCKING DEVICES. IN B,F,M AND S OCCUPANCIES, SUCH DEVICES SHALL BE GLIDE BARS, BOLTS, CROSS-BARS, AND/OR PADLOCKS WITH A MIN. 9/32" HARDENED STEEL SHACKLES AND BOLTED, HARDENED STEEL HASPS.
17. SLIDING WINDOWS SHALL BE PROVIDED WITH A DEVICE IN THE UPPER CHANNEL OF THE MOVING PANEL TO PROHIBIT RAISING AND REMOVING OF THE MOVING PANEL IN THE CLOSED OR PARTIALLY OPEN POSITION.
18. SLIDING WINDOWS SHALL BE EQUIPPED WITH LOCKING DEVICES AND SHALL BE SO CONSTRUCTED AND INSTALLED THAT THEY REMAIN INTACT AND ENGAGED WHEN SUBJECTED TO THE TESTS SPECIFIED IN SEC.6717.2.
19. ANY RELEASE FOR METAL BARS, GRILLS, GRATES OR SIMILAR DEVICES CONSTRUCTED TO PRECLUDE HUMAN ENTRY THAT ARE INSTALLED SHALL BE LOCATED ON THE INSIDE OF THE ADJACENT ROOM AND AT LEAST 24" FROM THE CLOSEST OPENING THROUGH SUCH METAL BARS, GRILLS, GRATES OR SIMILAR DEVICES THE EXCEEDS 2" IN ANY DIMENSION.
20. ALL OTHER OPENINGS MUST BE PROTECTED BY METAL BARS OR GRILLES WITH OPENINGS OF NOT LESS THAN 6" IN ONE DIMENSION.

LIGHTING
100% OF THE LUMINARIES IN A KITCHEN MUST BE HIGH EFFICIENCY.

IN BATHROOMS, GARAGES, LAUNDRY ROOMS, AND UTILITY ROOMS, AT LEAST ONE LUMINARIE IN EACH OF THESE SPACES SHALL BE CONTROLLED BY A VACANCY SENSOR.

BEDROOMS, LIVING ROOMS, FAMILY ROOMS, AND OTHER ROOMS USED FOR LIVING AND SLEEPING MUST HAVE HIGH EFFICACY LIGHTING, AND MAY REQUIRE AN OCCUPANT SENSOR WITH A MANUAL-ON/AUTO-OFF FEATURE, OR DIMMERS.

EXTERIOR LIGHTING MUST BE HIGH EFFICACY, A PHOTOCELL AND MOTION SENSOR MAY BE INSTALLED.

TITLE 24 RESIDENTIAL LIGHTING STANDARDS
PERMANENTLY INSTALLED LUMINARIES THAT HAVE PLUG-IN OR HARDWIRED CONNECTIONS FOR ELECTRIC POWER MUST COMPLY WITH THE MANDATORY ENERGY REQUIREMENTS SUMMARIZED BELOW:

ROOM	% HIGH EFFICACY	OPTIONS
KITCHEN	100%	
CABINET LIGHTING	100%	UNDER-CABINET LIGHTING SHALL BE SWITCHED SEPARATELY FROM OTHER LIGHTING.
BATHROOM	100%	VACANCY SENSOR
GARAGE	100%	VACANCY SENSOR
LAUNDRY ROOMS	100%	VACANCY SENSOR
UTILITY ROOMS	100%	VACANCY SENSOR
CLOSETS > 70 SF	100%	VACANCY SENSOR
ALL OTHER ROOMS	100%	VACANCY SENSOR OR DIMMER
EXTERIOR	100%	CONTROLLED BY MANUAL ON/OFF SWITCH AND ONE OF THE FOLLOWING: MOTION SENSOR, PHOTO CONTROL AND AUTOMATIC TIME SWITCH CONTROL, ASTRONOMICAL TIME CLOCK, OR EMCS

1. HIGH EFFICACY LIGHTING CONTAINS PIN-BASED SOCKETS AND INCLUDES FLUORESCENT WITH ELECTRONIC BALLASTS, METAL HALIDE, HIGH PRESSURE SODIUM, AND CERTIFIED LED LIGHTING.
2. LUMINARIES RECESSED INTO INSULATED CEILINGS MUST BE APPROVED FOR ZERO CLEARANCE INSULATION CONTACT (IC) AND RATED AND LABELED AS AIR TIGHT (AT).
3. 100% OF THE TOTAL LIGHTING WATTAGE (BASED ON THE MAX. LAMP RATING) IN A KITCHEN IS REQUIRED TO BE HIGH EFFICACY.
4. ALL OCCUPANT SENSORS CONTROL TYPES SHALL BE PROGRAMMED TO TURN OFF ALL OR PART OF THE LIGHTING NO LONGER THAN 20 MINUTES AFTER THE SPACE IS VACATED OF OCCUPANTS, EXCEPT AS SPECIFIED BY SECTION 130.1 (c)8.
5. INCLUDES BEDROOMS, LIVING, DINING AND FAMILY ROOMS, CLUB HOUSES, HOME OFFICES, AND ENCLOSED PATIOS. CLOSETS THAT ARE LESS THAN 70 SF IN AREA AND HALLWAYS ARE EXEMPT FROM THIS REQUIREMENTS.
6. LIGHTS AROUND POOLS AND WATER FEATURES SUBJECT TO CALIFORNIA ELECTRICAL CODE ARTICLE 680 ARE EXEMPT.
7. ENERGY MANAGEMENT CONTROL SYSTEM.

ELECTRICAL NOTES PER 2019 CALIFORNIA ELECTRICAL CODE
A. PANEL LOCATIONS
PANELS SHALL NOT BE LOCATED IN THE VICINITY OF EASILY IGNITABLE MATERIAL, SUCH AS CLOTHES CLOSETS, OR IN BATHROOMS [CEC 240-24 (D)].

B. NON-METTALIC SHEATHED CABLE [CEC 334]
NON-METALLIC SHEATHED CABLE SHALL BE:
1. PROTECTED BY RIGID METAL CONDUIT, INTERMEDIATE METAL CONDUIT, ELECTRICAL METALLIC TUBING, SCHEDULE 80 PVC CONDUIT, PIPE, OR OTHER MEANS WHEN CABLE IS EXPOSED OR SUBJECT TO PHYSICAL DAMAGE. [CEC 334.15 (B)]
2. PROTECTED BY A 1/16-INCH STEEL PLATE OR SLEEVE OR BE NOT LESS THAN 1-1/4 INCH FROM THE NEAREST EDGE OF THE FRAMING MEMBER, WHEN INSTALLED THROUGH FRAMING MEMBERS. STEEL PLATES OR SLEEVES ARE REQUIRED ON ALL DOUBLE SHEAR WALLS WHEN CABLE IS INSTALLED EITHER THROUGH OR PARALLEL TO FRAMING MEMBERS [CEC 334.17].
3. PROTECTED BY GUARD STRIPS WITHIN 6 FEET OF AN ATTIC ACCESS WHEN NO PERMANENT STAIRS OR LADDERS ARE PROVIDED [CEC 334.23, 320.23].
4. PROTECTED BY GUARD STRIPS IN THE ENTIRE ATTIC WHEN PERMANENT STAIRS OR LADDERS ARE PROVIDED. ACCESS PANELS OR DOORS FROM THE SECOND FLOOR INTO THE ATTIC ARE CONSIDERED PERMANENT ACCESS AND GUARD STRIPS ARE REQUIRED IN THE ENTIRE ATTIC.
5. HAVE A BENDING RADIUS NOT LESS THAN 5 TIMES THE DIAMETER OF THE CABLE [CEC 334.24].
6. SUPPORTED AT INTERVALS NOT EXCEEDING 4-1/2" FEET AND WITHIN 12" OF EVERY OUTLET BOX, JUNCTION BOX, CABINET OR FITTING [CEC 406.12].

C. CIRCUITS AND RECEPTACLES
1. TAMPER-RESISTAN RECEPTACLES SHALL BE INSTALLED AS SPECIFIED IN WILLING UNITS IN ALL AREAS SPECIFIED IN 210.52 [CEC 406.12]
2. RECEPTACLES SHALL BE INSTALLED SO THAT NO POINT ALONG THE FLOOR LINE IN ANY WALL SPACE IS MORE THAN 6 FT. FROM AN OUTLET, INCLUDING ANY WALL SPACE 2 FT. WIDE OR GREATER. NOTE: A FIXED PANEL OF A SLIDING GLASS DOOR IS CONSIDERED WALL SPACE. [CEC 210.52(A)].
3. IN KITCHENS, BREAKFAST ROOMS, PANTIES AND DINING ROOMS A MINIMUM OF 2-20A CIRCUITS SHALL BE PROVIDED [CEC 210.11(C)(1)]. COUNTER SPACE RECEPTACLES SHALL E GFCI[CEC 210.8(A)] AND INSTALLED:
   - AT EACH WALL COUNTER SPACE THAT IS 12 IN. OR GREATER [CEC 210.52(C)(1)];
   - NO MORE THAN 48 IN. OC. [CEC 210.52(C)(1)];
   - MAXIMUM 24 IN. FROM THE END OF THE COUNTER [CEC 210.52(C)(1)];
   - MAXIMUM 20 IN. ABOVE COUNTER SURFACE. [CEC 210.52(C)(5)]
   ON ISLAND COUNTER SPACES (ONE RECEPTACLE MIN.) NOT MORE THAN 12 IN. BELOW COUNTER SURFACE [CEC 210.52(C)(5) EXCEPTION]. AN ISLAND WITH LESS THAN 12" BEHIND A RAGE TOP OF SINK IS CONSIDERED AS DIVIDING THE COUNTERTOP INTO TWO SEPARATE SPACES [CEC 210.52(C)(2)].
   ON PENINSULAR COUNTER SPACES (ONE RECEPTACLE MIN.) NOT MORE THAN 12 I. BELOW COUNTER SURFACE [CEC 210.52(C)(5) EXCEPTION].
4. BATHROOMS SHALL HAVE A SEPARATE 20A CIRCUIT [CEC 210.11(C)(3)] WITH AT LEAST ONE GFCI WALL RECEPTACLE WITHIN 36 IN. OF EACH BASIN [CEC 210.8(A)(1)]; [CEC 210.52(D)].
5. LAUNDRY ROOMS SHALL HAVE A SEPARATE 20A CIRCUIT WITH AT LEAST ONE RECEPTACLE SHALL BE PROVIDED [CEC 210.11(C)(2)]. ALL RECEPTACLES WITHIN 6 FT OF THE SINK SHALL BE GFCI [CEC 210.8(A)(7)]
6. IN GARAGES, AT LEAS ONE GFCI RECEPTACLE SHALL BE PROVIDED [CEC 210.52(G)]. ALL OTHER GARAGE RECEPTACLES EXCEPT THOSE DEDICATED TO AN APPLIANCE OR THAT ARE NOT READILY ACCESSIBLE SHALL BE GFCI. [CEC 210.8(A)(2)].
7. IN HALLWAYS OF 10 FT. OR MORE IN LENGTH, AT LEAST ONE RECEPTACLE SHALL BE PROVIDED [(CEC 210.52 (H)]
8. OUTDOOR OUTLETS SHALL BE GFCI [CEC 210.8(A)(3)] ONE OUTLET SHALL BE INSTALLED AT THE FRONT OF THE DWELLING AND ONE AT THE REAR OF THE DWELLING. RECEPTACLES SHALL BE ACCESSIBLE AT GRADE LEVEL AND NOT MORE THAN 6-1/2 FT ABOVE GRADE [CEC 210.52(E)].
9. ALL CRAWL SPACE RECEPTACLES SHALL BE GFCI [CEC 210.8(A)(4)].
10. ALL UNFINISHED BASEMENT RECEPTACLES SHALL BE GFCI UNLESS THEY ARE NOT READILY ACCESSIBLE OR ARE SERVICE A DEDICATED APPLIANCE [CEC 210.8(A)(5)]
11. ALL RECEPTACLES WITHIN 6 FT OF A WET BAR SHALL BE GFCI [CEC 210.8(A)(7)].
12. ALL RECEPTACLES ON 15A OR 20A BRANCH CIRCUITS THAT SUPPLY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS OR SIMILAR ROOMS OR AREAS SHALL BE PROTECTED BY COMBINATION-TYPE ARC-FAULT CIRCUIT INTERRUPTERS (AFCI), INCLUDING SWITCHED OUTLETS [CEC 210.12(A)].
13. ALL RECEPTACLES SERVING APPLIANCES OR MOTORS WITH A RATING OF 1 HP OR 6 AMPS SHALL BE ON A SEPARATE CIRCUIT.
14. FOR HVAC EQUIPMENTS, A SEPARATE 15A OR 20A CIRCUIT WITH AN ACCESSIBLE RECEPTACLE AT THE EQUIPMENT SHALL BE PROVIDED WITHIN 25 FT OF THE EQUIPMENT [CEC 210.63]. IF LOCATED IN AN UNDER-FLOOR AREA, THE RECEPTACLE SHALL BE GFCI [CEC 210.8(4)]
15. BASEMENTS, GARAGES AND ACCESSORY BUILDINGS. FOR A ONE-FAMILY DWELLING, AT LEAST ONE RECEPTACLE OUTLET SHALL BE INSTALLED IN THE AREAS SPECIFIED IN 210.52(G)(1) THROUGH (3)/ THESE RECEPTACLES SHALL BE IN ADDITION TO RECEPTACLES REQUIRED FOR SPECIFIC EQUIPMENT. [CEC 210.52]
   (1) GARAGES. IN EACH ATTACHED GARAGE AND IN EACH DETACHED GARAGE WITH ELECTRICAL POWER, THE BRANCH CIRCUIT SUPPLYING THIS RECEPTACLE(S) SHALL NOT SUPPLY OUTLETS OUTSIDE OF THE GARAGE. AT LEAST ONE RECEPTACLE OUTLET SHALL BE INSTALLED FOR EACH CAR SPACE.
   (2) ACCESSORY BUILDINGS. IN EACH ACCESSORY BUILDING WITH ELECTRIC POWER.
   (3) BASEMENT. IN EACH SEPARATE UNFINISHED PORTION OF A BASEMENT

A. LIGHTING [CEC 210.70]
1. SWITCHED LIGHTING SHALL BE INSTALLED IN:
- ALL HABITABLE ROOMS, BATHROOMS, HALLWAYS, AND STAIRWAYS AT EACH LEVEL,
- GARAGES
- AT ALL OUTDOOR ENTRANCES AND EXITS.
- IN ALL ATTICS, UNDER FLOOR AREAS, UTILITY ROOMS AND BASEMENTS USED FOR STORAGE
- NEAR HVAC EQUIPMENT IN ATTIC, UNDER FLOOR AREAS, ROOMS OR BASEMENTS, WITH A SWITCH AT THE ACCESS POINT.

(4). LIGHTING INSTALLED IN A CLOSET SHALL BE A SURFACE MOUNTED OR RECESSED FLUORESCENT FIXTURE OR A SURFACE MOUNTED INCANDESCENT FIXTURE WITH COMPLETELY ENCLOSED LAMPS OR RECESSED INCANDESCENT FIXTURE WITH COMPLETELY ENCLOSED LAMPS. SURFACE INCANDESCENT LIGHTING SHALL BE INSTALLED A MINIMUM OF 12 IN. FROM THE NEAREST POINT OF A STORAGE SPACE. SURFACE FLUORESCENT LIGHTING AND RECESSED LIGHTING SHALL BE INSTALLED A MINIMUM OF 6 IN. FRO THE NEAREST POINT OF A STORAGE SPACE. [CEC 410.16(C)].

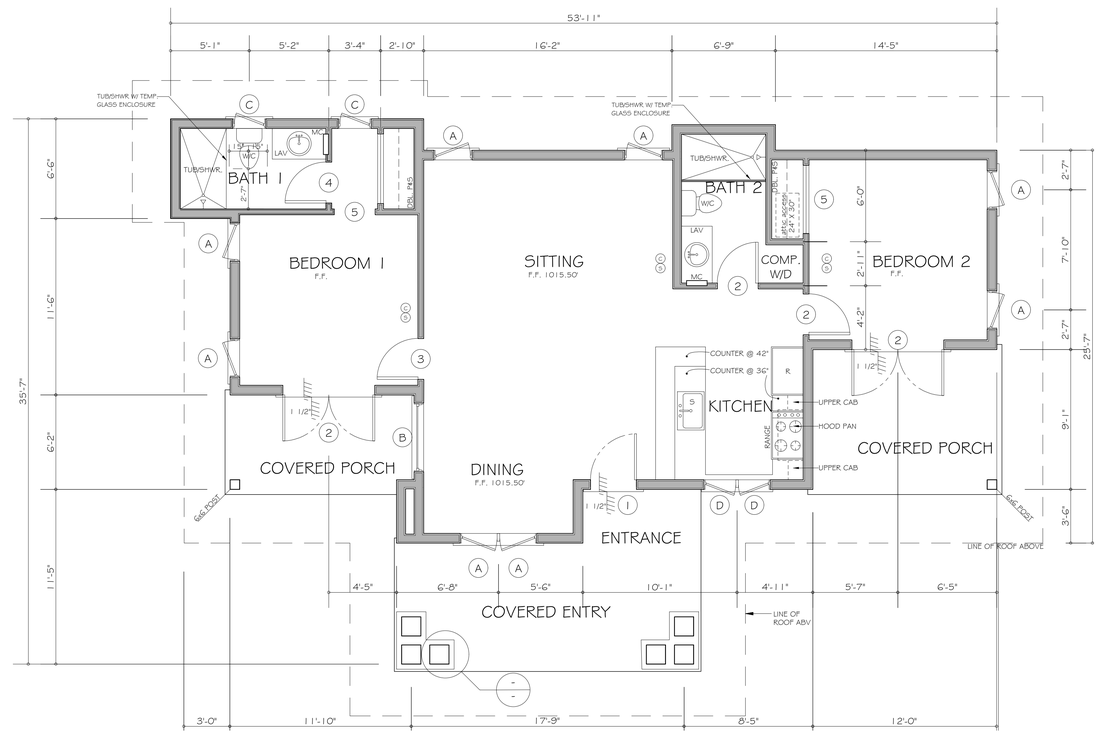
B. FANS
IN BATHROOMS CONTAINING TUBS OR SHOWERS, A FAN CAPABLE OF EXHAUSTING 50 CFM SHALL BE INSTALLED [ENERGY STANDARDS 150 (o)].

C. SMOKE ALARMS
IN NEW CONSTRUCTIONS, SMOKE ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING. THE WIRING SHALL BE PERMANENT AND INSTALLED WITHOUT A DISCONNECTING SWITCH OTHER THAN THOSE REQUIRED FOR OVERCURRENT PROTECTION. [CRC R314.4].

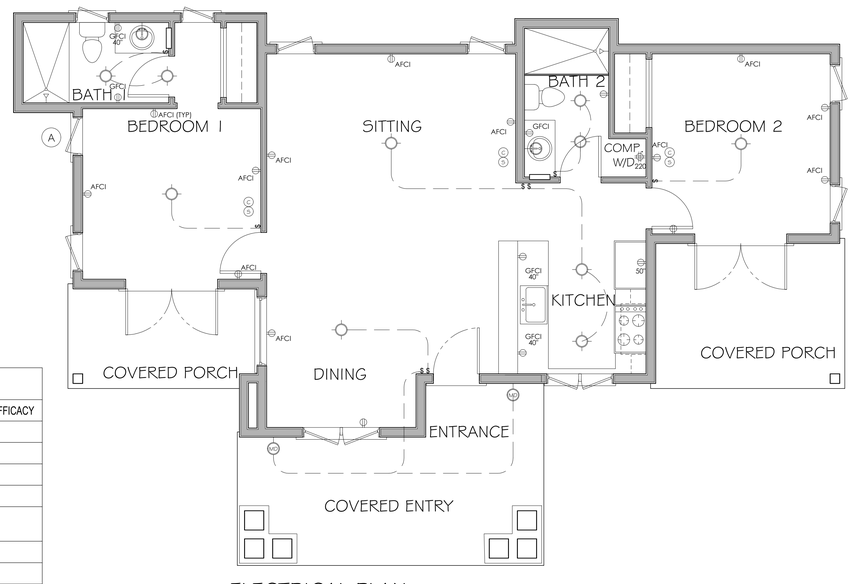
GENERAL NOTES:
1. EXTERIOR STAIRWAYS SHALL BE PROVIDED WITH ARTIFICIAL LIGHTS SOURCE LOCATED IN THE IMMEDIATE VICINITY OF THE TOP LANDING OF THE STAIRWAY [CRC R303.8].

ELECTRICAL LEGEND

●		(N) CEILING MOUNTED LIGHTS HIGH EFFICACY
⊕		(N) SURFACE MTD. LIGHT
⊘		CEILING FAN: PANASONIC FV-08VQC5
○		(N) SCONCE
$		(N) SWITCH (TYP. 50" AFF)
⊕		(N) DUPLEX RECEPTACLE AFCI & TAMPER-RESISTAN. TYP. 18" AFF
GECI ⊕		(N) DUPLEX RECEPTACLE GFCI
⊕		(N) OVERHEAD RECEPT
220 ⊕		(N) 220 DUPLEX
⊕		(N) AFCI
MD		(N) MOTION DETECTOR



FLOOR PLAN - ADU
SCALE: 1/4" = 1'-0"



ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

4/6/2022 12:40 PM

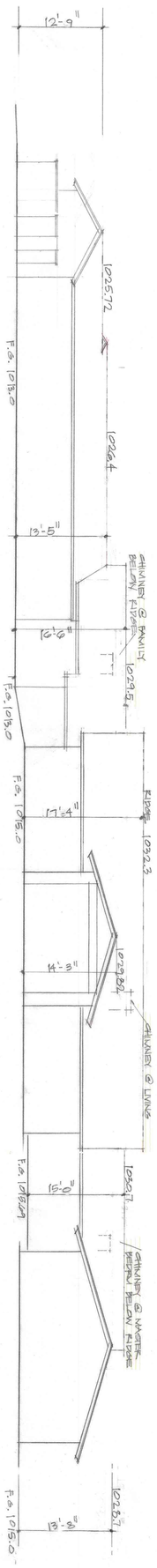
CRISS C GUNDERSON • AIA ARCHITECT
2417 Sunnyside Ridge Road, Rancho Palos Verdes, CA 90275 • 310.373.8077 • Criss@Criss-Gunderson-Architect.com

RESIDENCE for COLORADO ST BRAND BLVD LLC
NO.8 MIDDLERIDGE LANE SOUTH, ROLLING HILLS, CALIFORNIA 90274

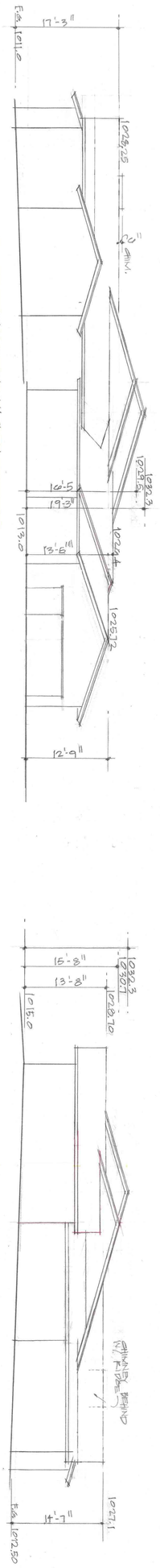
Written dimensions take preference over scaled dimensions and shall be verified on the job site. Details take preference over plans, elevations and sections. Any discrepancy shall be brought to the attention of the architect prior to the commencement of any work. These drawings and specifications are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

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

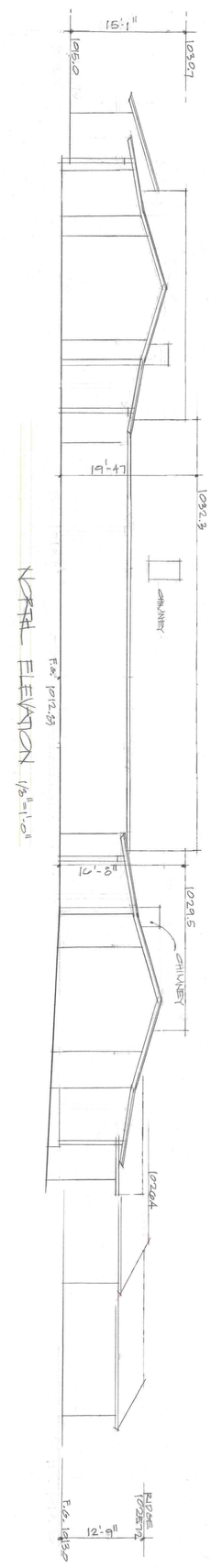
ADU1



SOUTH ELEVATION 1/8"=1'-0"



WEST ELEVATION 1/8"=1'-0"



NORTH ELEVATION 1/8"=1'-0"

EAST ELEVATION 1/8"=1'-0"

WRITTEN DIMENSIONS TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE JOB SITE. DETAILS TAKE PREFERENCE OVER PLANS, ELEVATIONS AND SECTIONS. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY WORK. THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF CRISS C GUNDERSON ARCHITECT AND SHALL NOT BE USED ON ANY OTHER PROJECT.

RESIDENCE for COLORADO ST BRAND BLVD LLC

NO.8 MIDDLERIDGE LANE SOUTH, ROLLING HILLS, CALIFORNIA 90274

CRISS C GUNDERSON ARCHITECT

2024 VIA PACHECO, PALOS VERDES ESTATES, CALIFORNIA 90274 TEL (310) 373-8077 FAX (310) 373-8277

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.A
Mtg. Date: 05/09/2022

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 THE ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO ADOPT THE VEHICLE CODE SECTION 25279.**

DATE: **May 09, 2022**

BACKGROUND:
In a letter dated April 14, 2022, the Rolling Hills Community Association (RHCA) Manager informed the city that the RHCA purchased a vehicle for the gate staff for RHCA business within the community. The RHCA Board of Directors was advised by RHCA legal counsel that for RHCA to install a rooftop amber colored light bar on the said vehicle, and to comply with the California Vehicle Code, the city needs to adopt a resolution stating, "Vehicle Code Section 25279 applies to all roads within Rolling Hills."

California Vehicle Code Section 25279, under Division 12 Equipment of Vehicles and Chapter 2 Lighting Equipment states the following:

(a) Vehicles owned and operated by private security agencies and utilized exclusively on privately owned and maintained roads to which this code is made applicable by local ordinance or resolution, may display flashing amber warning lights to the front, sides, or rear, while being operated in response to emergency calls for the immediate preservation of life or property.

(b)(1) Vehicles owned by a private security agency and operated by personnel who are registered with the Department of Consumer Affairs under Article 3 (commencing with Section 7582) of Chapter 11.5 of Division 3 of the Business and Professional Code may be equipped with a flashing amber warning light system while the vehicle is operated on a highway, if the vehicle is in compliance with Section 27065 and is distinctively marked with the words "PRIVATE SECURITY" OR "SECURITY PATROL" on the rear and both sides of the vehicle in a size that is legible from a distance of not less than 50 feet.

(b)(2) The flashing amber warning light system authorized under paragraph (1) shall not be activated while the vehicle is on the highway, unless otherwise directed by a peace officer, as

defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code.

(c) A peace officer may order that the flashing amber warning light system of a vehicle that is found to be in violation of this section be immediately removed at the place of business of the vehicle's owner or a garage.

(d) A flashing amber warning light system shall not be installed on a vehicle that has been found to be in violation of this section, unless written authorization is obtained from the Commission

DISCUSSION:
The request was discussed with Los Angeles County Sheriff's Department Lomita Station Captain James Powers. In response, the station captain did not express any issues with the request.

The request was also sent to the City Attorney's office for review. Here is their response.

The City Council has two options:

1. Asking the RHCA Board to apply the California Vehicle Code within the City and then allowing RHCA to display the amber lights pursuant to California Vehicle Code Section 25279; or
2. Adopting a resolution or ordinance allowing RHCA to use the amber lights and posting signs within the City.

Option 1
The City can adopt the CA Vehicle Code provisions to apply within the City. (CA Vehicle Code Section 21107.7.) This is achieved through a majority vote of the residents or a majority vote of the Board of Directors of the Rolling Hills Community Association. (Id.) Upon a majority vote, the City could adopt an ordinance to apply the provisions of the California Vehicle Code to the City's privately owned and maintained roads. (Id.) Under this scenario, RHCA would seek to proceed as a private security agency under the provisions of CA Vehicle Code Section 25279, which authorizes the display of such amber warning lights.

Option 2
The City can adopt rules and regulations by ordinance or resolution regulating vehicular traffic on privately owned and maintained roads to which the CA Vehicle Code does not apply. (See CA Vehicle Code Section 21107; see also RHMC Section 10.01.020.) Therefore, the City could adopt an ordinance or resolution regulating RHCA's use of a security vehicle with amber lights. It could use the language in CA Vehicle Code Section 25279 as a reference. Notably, the City currently regulates conduct and responses to authorized emergency vehicles when red lights are flashing. (See RHMC Section 10.36.060.) If the City decides to adopt an ordinance or a resolution regulating RHCA's use of the amber lights, the City would also need to post signs around the City (near the gates, for example) to make the rule effective.

FISCAL IMPACT:
There is no fiscal impact for the city to adopt a resolution to allow the amber bar to be installed on a RHCA vehicle.

RECOMMENDATION:

Consider and provide direction to staff.

ATTACHMENTS:
RA_Ltr_RHCA_2022-April-14_VehicleCode25279onALLRoads.pdf

Rolling Hills Community Association
of Rancho Palos Verdes
No. 1 Portuguese Bend Rd. • Rolling Hills, Calif. 90274

(310) 544-6222 ROLLING HILLS CALIFORNIA (310) 544-6766 Fax

April 14, 2022

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

Re: Request for change to Rolling Hills vehicle code

Dear Elaine,

The RHCA has recently purchased a vehicle for use by the gate staff to drive within the city on RHCA business.

The Board of Directors would like to have a rooftop amber colored light bar installed on the vehicle to use in case of emergency and to help identify it as an official HOA vehicle. We have been advised by our legal counsel that for the RHCA to be in compliance with the vehicle code the City needs to adopt a resolution stating, "Vehicle code Section 25279 applies to all roads within Rolling Hills".

We are asking that the City Council consider adopting such a resolution.

Thank you.

Kristen Raig
RHCA Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.B
Mtg. Date: 05/09/2022

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **CONSIDER ROLLING HILLS COMMUNITY ASSOCIATION'S REQUEST TO REPLACE SEPTIC TANK SERVING THE MAIN GATE.**

DATE: **May 09, 2022**

BACKGROUND:
In a letter dated April 11, 2022, the Rolling Hills Community Association (RHCA) requested to install a new septic tank to service the Main Gate. The referenced letter noted that the replaced septic tank would also serve the new kitchen and restroom proposed for the tennis courts common area.

The RHCA leases the tennis courts, and the City Hall campus from the City. Per the lease agreement, the RHCA maintain and operates the tennis courts. To replace the referenced septic tank, located in the area adjacent to the guest lane approaching the Main Gate, a permit is required from the Los Angeles County Department of Public Health. As the owner of the property, RHCA is requesting that the City submit the required forms to the Los Angeles County Department of Public Works to commence the permitting process. RHCA has a contractor, Peninsula Septic Service on standby to implement the tank replacement upon permit issuance.

DISCUSSION:
The City and the RHCA planned separate projects at the tennis courts. The RHCA plans to improve the common areas of the tennis courts to add amenities like a restroom, kitchen, and a gazebo. To comply with the American with Disability Act (ADA), the City plans to bring the walkways of the tennis courts to ADA standards. Over the last three years, these improvements have been placed on hold.

The proposed amenities would add effluent to the existing septic tank and would trigger tank replacement by the Los Angeles Department of Public Health. In light of the City's 8" sewer main project, the RHCA decided to hold off on the septic tank replacement in the event that that the City constructs the 8" line, the effluent from the proposed amenities could be discharged to the sewer main instead of the septic tank.

The 8" sewer main has been in the design phase for the past 12 months and at the January 2022 City Council Strategic Planning Session, the City Council decided not to dedicate General Fund to construct the 8" sewer main line. Instead, the City Council discussed pursing grant funds for the project. In consideration of the City Council's actions, the RHCA decided to revisit the septic tank replacement project.

FISCAL IMPACT:
There is no fiscal impact to complete the permitting forms requested by the RHCA.

RECOMMENDATION:
Consider and provide direction to staff.

ATTACHMENTS:
RA_Ltr_RHCA_2022-April-11_SepticTankReplacement.pdf

Rolling Hills Community Association
of Rancho Palos Verdes
No. 1 Portuguese Bend Rd. • Rolling Hills, Calif. 90274

(310) 544-6222 ROLLING HILLS CALIFORNIA (310) 544-6766 Fax

RECEIVED
APR 11 2022
City of Rolling Hills
By

April 11, 2022

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

Re: New Septic Tank for Main Gate & Tennis Area

Dear Elaine,

The RHCA would like to proceed with installation of a new septic tank to service the main gatehouse and new kitchen and bathroom proposed as improvements to the tennis area.

The permits require signatures of the City, as owner of the property. Attached are the three forms needed to submit to the County to get the permit review started. RHCA has contracted with Peninsula Septic Service for the replacement.

Please return the signed forms to the RHCA office and Peninsula Septic will submit them to the county with the plans for the replacement septic system.

Thank you.

Kristen Raig
Manager

Enclosures

ENVIRONMENTAL HEALTH

Land Use Program

5050 Commerce Drive, Baldwin Park, CA 91706
◆ Telephone: (626) 430-5380 ◆ http://publichealth.lacounty.gov/eh/EP/lu/lu_main.htm

County of Los Angeles Public Health

Onsite Wastewater Treatment System (OWTS) Review Application Submission Process

Completed and signed Application for Onsite Wastewater Treatment System Review, corresponding fees and associated documents may be mailed or hand-carried to:

Environmental Health Headquarters
5050 Commerce Drive
Baldwin Park, Ca 91706
(626) 430-5380

Inglewood Environmental Health Office
9800 S. La Cienega Boulevard, Suite 850
Inglewood, Ca 90301
(310) 338-3226

Santa Clarita Environmental Health Office
26415 Carl Boyer Drive
Santa Clarita, Ca 91350
(661) 287-7018

Antelope Valley Environmental Health Office
355-A East Avenue K-6
Lancaster, Ca 93536
(661) 723-4549

Calabasas Environmental Health Office*
26600 Agoura Road, Suite 110
Calabasas, Ca 91302
(818) 880-3410

***Corresponding fees are NOT accepted at this location**
Please mail corresponding fees to:

Environmental Health Headquarters
5050 Commerce Drive
Baldwin Park, Ca 91706
Attention: Land Use Program

Please call for office hours prior to application submission
Make checks or money orders payable to: **LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH**
DO NOT SEND CASH

Additional Information:

- Effective August 1, 2018 – Two (2) copies of your application and associated documents will be required.
  - One (1) hard copy is to be submitted to any of the above-listed office
  - One (1) electronic copy is to be submitted to: dlanduse@ph.lacounty.gov
- Incomplete Application for Onsite Wastewater Treatment System Review will not be accepted.
- **Payment of corresponding fees is required**. Review of your Onsite Wastewater Treatment System will not begin until after payment is received.
- Applications and corresponding fees for Onsite Wastewater Treatment System Reviews are nontransferable.
- Allow **twenty (20) business days** for work plan review and response.
- Field personnel cannot accept payments.

For more detailed information, please download our *Professional Guide to Requirements and Procedures for OWTS* at:
http://publichealth.lacounty.gov/eh/docs/ep_lu_OWTS_procedures.pdf

Revised July 2018

ENVIRONMENTAL HEALTH

Land Use Program

5050 Commerce Drive, Baldwin Park, CA 91706

◆ Telephone: (626) 430-5380 ◆ http://publichealth.lacounty.gov/eh/EP/lu/lu_main.htm

COUNTY OF LOS ANGELES
Public Health

REQUIRED DOCUMENTS FOR YOUR APPLICATION FOR ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) REVIEW

INCOMPLETE APPLICATONS FOR ONSITE WASTEWATER TREATMENT SYSTEM REVIEW WILL NOT BE ACCEPTED

To be completed by a Land Use Program Representative

Required	Document / Information	Provided?	
		Yes	No
X	Application for Onsite Wastewater Treatment System Review		
X	Corresponding Fees		
X	Completed Los Angeles County Department of Public Works Building and Safety Division Agency Referral		
X	Site / Floor Plan Site/Floor plan of residence/business; Plot-to-Scale; 11" x 17"; Directional compass		
X	Plot Plan Plot plan of overall property; Include encroachments/easements; Plot-to-Scale; 11" x 17"; Directional compass		
	Feasibility Report Must include qualified professional stamp and signature; Detailed information regarding feasibility report requirements may be found in our *Professional Guide to Requirements and Procedures for OWTS*		
	Grading Plan Required if grading is required on the property		
	Cross Sectional View Required when proposing to install a new/replacement dispersal system		
	Proof of Potable Water Source / Water Quality Detailed information regarding Proof of Potable Water Source/Water Quality requirements may be found in our *Professional Guide to Requirements and Procedures for OWTS*		
	System Evaluation Report Required for projects with no OWTS verification or an OWTS that is 15 years or older		
	Tank Specifications Required for septic tank replacements		
	Calibration Certificate Required for water meter used during the percolation test of a seepage pit		
	Other:		
	Other:		

For more detailed information, please download our *Professional Guide to Requirements and Procedures for OWTS* at:
http://publichealth.lacounty.gov/eh/docs/ep_lu_OWTS_procedures.pdf

Revised July 2018

ENVIRONMENTAL HEALTH

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COUNTY OF LOS ANGELES
Public Health

ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) REVIEW SERVICE FEES

ONSITE WASTEWATER TREATMENT SYSTEM – TYPE OF SERVICE All projects require: Completed Building and Safety Agency Referral Form, Floor Plan (Plot-to-Scale), Site/Plot Plan (Plot-to-Scale)	FEE
PROJECT REVIEW ☐New System ☐Replacement System ☐Activating/Testing 100% FEA ☐Other	
☐ 4301 Conventional Wastewater Treatment System REQUIRED DOCUMENTS (include, but are not limited to): Feasibility Report, Tank Specifications, Proof of Water Source	$1528.00
☐ 4302 Non-Conventional Wastewater Treatment System REQUIRED DOCUMENTS (include, but are not limited to): Feasibility Report, Advanced Treatment Specifications, Maintenance Agreement with Certified Installer, Covenant and Agreement, Proof of Water Source	$1986.00
SYSTEM EVALUATION ☐Tank Replacement ☐Addition of Building/Structure ☐Expansion of 10% or less ☐Other	
☐ 4303 Without Verification of Prior System Approval REQUIRED DOCUMENTS (include, but are not limited to): Tank Specifications, System Evaluation by Licensed Contractor	$522.00
☐ 4304 With Verification of Prior System Approval REQUIRED DOCUMENTS (include, but are not limited to): Approved OWTS Records, System Evaluation by Licensed Contractor (if system is more than 15 years old)	$447.00
POST-COASTAL COMMISSION APPROVAL	
☐ 4305 Conventional or Non-Conventional Wastewater Treatment System REQUIRED DOCUMENTS (include, but are not limited to): Copy of Coastal Development Permit with All Restrictions	$451.00
PRE-COASTAL COMMISSION APPROVAL	
☐ 4306 Conventional Wastewater Treatment System	$1528.00
☐ 4307 Non-Conventional Wastewater Treatment System	$1936.00
ADDITIONAL REVIEW and/or INSPECTION	
☐ 7422 EHS III / EHS IV Hourly Rate (e.g. Third (3rd) Submittals, Site Revisits, Approved Plan Extension Review, etc.)	NO. OF HOURS:_____ X $167.00/HR
☐ 7422 Graywater Dispersion Field / Percolation Evaluation	$334.00

Applications are nontransferable. Allow **twenty (20) business days** for work plan review and response.

Field personnel cannot accept payments. **DO NOT SEND CASH.**

Make checks or money order payable to:

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH

WORK SITE ADDRESS	2 Portuguese Bend Road - Gate House & Tennis Court
CITY / ZIP/PARCEL (APN) #	Rolling Hills, CA 90274
EMAIL CORRESPONDANCE TO	

FOR OFFICE USE ONLY					
	Tigran Khachatryan (626) 430-5380 tkhachatryan@ph.lacounty.gov		Bitania Girma (310) 338-3226 bgirma@ph.lacounty.gov	SR REC'D BY / DATE REC'D:	SITE / PERMIT #:
	Chris Gibson (661) 287-7018 chgibson@ph.lacounty.gov		Kenneth Mattison (661) 723-4549 kmattison@ph.lacounty.gov	PAYMENT REC'D BY / DATE REC'D:	INVOICE #:
	Veronica Aranda (818) 880-3411 varanda@ph.lacounty.gov		Richard Jefferson (818) 880-3410 rjefferson@ph.lacounty.gov	CHECK NO.:	

Revised July 2018

ENVIRONMENTAL HEALTH

Land Use Program

5050 Commerce Drive, Baldwin Park, CA 91706
◆ Telephone: (626) 430-5380 ◆ http://publichealth.lacounty.gov/eh/EP/lu/lu_main.htm

COUNTY OF LOS ANGELES
Public Health

APPLICATION FOR ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) REVIEW

ALL FIELDS ARE REQUIRED. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

WORK SITE ADDRESS	CITY	ZIP CODE
2 Portuguese Bend - Gatehouse	Rolling Hills	90274
APN	B&S PLAN CHECK NO. (found on B&S Agency Referral)	

DESCRIPTION OF PROJECT (E.G. NEW RESIDENCE, POOL ADDITION, ADDITION TO RESIDENCE, TANK REPLACEMENT, FIRE REBUILD, ETC.)

Septic Tank Replacement

PROPERTY OWNER(S) NAME		
City of Rolling Hills		
ADDRESS (CHECK HERE IF SAME AS WORK SITE ADDRESS ☐)	CITY	ZIP CODE
	Rolling Hills	90274
EMAIL	TELEPHONE	MOBILE

CONTRACTOR LICENSE HOLDER NAME	CONTRACTOR QUALIFICATION (PLEASE SELECT ALL THAT APPLY) ☐ CLASS A ☐ CLASS B ☐ C-42 ☐ C-36	CONTRACTOR LICENSE NUMBER
ADDRESS	CITY	ZIP CODE
EMAIL	TELEPHONE	MOBILE

QUALIFIED PROFESSIONAL NAME	AGENCY	LICENSE NUMBER
ADDRESS	CITY	ZIP CODE
EMAIL	TELEPHONE	MOBILE

Applications are nontransferable. Allow **twenty (20) business days** for work plan review and response.
Field Personnel cannot accept payments. **DO NOT SEND CASH.**
Make checks or money order payable to: **LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH**

REQUIRED SUPPORTING DOCUMENTS:
Submit one (1) electronic copy to: dlanduse@ph.lacounty.gov and
Attach one (1) hard copy of all supporting documents.

PROJECT APPROVALS ARE CONTINGENT UPON COMPLIANCE WITH ALL THE REGULATIONS, ORDINANCES, AND LAWS OF THE STATE OF CALIFORNIA, THE COUNTY OF LOS ANGELES, THE DEPARTMENT OF PUBLIC HEALTH, AND THE ENVIRONMENTAL HEALTH LAND USE PROGRAM.

EnviroServer® ES Maintenance Agreement
Exhibit "C"

Date of Agreement: _____ ***Start-up Date:*** _____

Service Provider:

PENINSULA SEPTIC SERVICE, INC.
1840 S. Gaffey Street, #53
San Pedro, CA 90731

Property Owner Information:

NAME: _____

INSTALLATION ADDRESS: _____

HOME TELEPHONE NUMBER: _____

ASSESSOR'S PARCEL NUMBER: _____

PARCEL LEGAL DESCRIPTION: _____

Equipment Information:
(If more than one MicroSepTec/EnviroServer® System is covered by this Agreement, see Addendum "A" listing each specific)

Model #: _____ **Serial #:** _____ **Capacity (gpd):** _____

The EnviroServer® ES series consists of the following standard components: extended storage fiberglass tank, 3 adjustable risers, air diffuser assembly, air compressor, biomedia, re-circulation pump (air-lift), audible and visual alarm, high level alarm float, compressor failure sensor and effluent filter.

This EnviroServer® ES system contains the following components:

- ☐ Telemetry & Interface Control Board
- ☐ UV Disinfection
- ☐ Low Pressure Effluent Pump Assembly
- ☐ High Pressure Effluent Pump Assembly
- ☐ Headworks Box
- ☐ Drip Irrigation Kit_____ft

This system(s) is installed to service 1 structure(s). The EnviroServer® shall, at times, be referred to in the Agreement as "System". The system shall only include the EnviroServer(s)® identified by the serial number(s) set forth above or on an attached addendum. The System shall not include any residential electrical wiring, telephone wiring, plumbing, drainage or dispersal systems external to the System. Property Owner agrees to an express service lien on the property until all amounts due are paid in full.

IMPORTANT:

- All provisions on this agreement and any addendum attached hereto, constitutes a recordable instrument, which shall be recorded against the property described above. Read them carefully. No substitutions or changes will be effective without joint approval of property owner and service provider.
- *Any and all fees, costs, expenses or other amounts due hereunder are payable at time of service.*

Signed by: _____
Property Owner

Signed by: _____
Service Provider
PENINSULA SEPTIC SERVICE, INC.

_____
Date System was inspected and approved by the appropriate regulatory agency.

EnviroServer® ES Maintenance Agreement

1. Services During the term of this Maintenance Agreement ("Agreement'), Service Provider, or its agent, shall perform the following maintenance services with respect to the System. (Service Provider) shall be responsible for delivering and performing only those Services specifically identified below and shall not be responsible for any site work, engineering, plumbing, electrical, or any other items pertaining to the installation of the System, including, without limitation, retaining walls, other structures or grading, which may be contiguous to the System, geology, structural engineering, surveying, preparation of the overall plot plan or contour lines on the plot plan. In order to assist it in carrying out its duties and responsibilities pursuant to this Agreement, (Service Provider) may subcontract with or otherwise engage the services of one or more third parties.

   1.1. **Preventative Maintenance Service** (Service Provider) shall, at six-month intervals, perform scheduled Preventive Maintenance Service for the System during the (Service Provider's) normal business hours. All Preventive Maintenance Service shall be performed on-site at the property address of the System identified on the face of this Agreement. Preventive Maintenance Service means the cleaning, lubricating, inspecting, testing, sampling and adjusting of System and the replacement of defective parts. Preventive Maintenance Service also includes upgrades required for the System to the extent the manufacturer or third party suppliers make such upgrades available. The Property Owner agrees to the Preventive Maintenance Service rates set forth on Exhibit A.

   1.2. **Remedial Maintenance Services** (Service Provider) shall provide on-site Remedial Maintenance Service in response to an "Alarm One" reported by Property Owner, or by the on-board computer with forty-eight (48) hours of (Service Provider's) receipt of notice of the same. Alarm One means an Alarm indicated by visual and audible notification at the property address of System prompted by a malfunction on the System, preventing it from operating within manufacturer's operation specifications. Problems with the System other than Alarm One shall be addressed as Preventive Maintenance Service during normal business hours. If "Alarm One" is caused by a mechanical malfunction during the 2-year warranty period, the Property Owner shall not be responsible for cost of the repair. The Property Owner agrees to the Remedial Maintenance Service Rates set forth on Exhibit A.

   1.3. **System Surveillance** Pursuant to that certain Monitoring Agreement entered into concurrently herewith, by and between MST Holdings ("MST") and Property Owner, MST shall remotely monitor the System for System alarms on continuous basis for the time of start-up and for so long as the System is in service. System components monitored include, but are not limited to, pump, aerators, and high level alarms.

   1.4. **Notice of Alarm Ones** Property Owner shall notify (Service Provider) of Alarm Ones by telephone. Property Owner shall cooperate with (Service Provider's) reasonable requests for information and answers to questions under (Service Provider's) standard "trouble report" to determine the cause of the reported problem and whether a Remedial Maintenance Service visit is required.

   1.5. **Response to Alarm Ones** If (Service Provider) cannot reasonably determine from the trouble report than an Alarm One received during Emergency On-Call hours was caused by something other than a malfunction in System, (Service Provider) shall, within twenty-four (24) hours of receiving and acknowledging receipt of Property Owner's Alarm One, dispatch a service technician to the Property Address of the System as specified on the face of this agreement. Upon arrival, (Service Provider's) service technician shall be given all necessary ingress and aggress to premises.

   1.6. **Delay in Response** (Service Provider) shall be excused from delays in responding to Service if caused by force majeure, fires, weather conditions, labor controversies, delays in procurement of parts or supplies, or other causes beyond the control of (Service Provider).

   1.7. (Service Provider) shall be responsible for delivering and performing only those Services specifically identified herein and shall not be responsible for any site work, engineering, plumbing, electrical, or any other items pertaining to the installation of the System, including, but not limited to, retaining walls, other structures or grading, which may be contiguous to the System, geology, structural engineering, surveying, preparation of the overall plot plan or contour lines on the plot plan. In order to assist it in carrying out its duties and responsibilities pursuant to this Agreement, (Service Provider) may subcontract with or otherwise engage the services of one or more third parties.

2. **Obligations of (Service Provider) and Property Owner** (Service Provider) agrees to perform the Services in accordance with generally accepted professional practices, in the same and similar localities, related to the nature of the work accomplished, at the same time the Services are performed.

   2.1. While (Service Provider) will use reasonable efforts to complete its work in accordance with this Agreement, timing and cost requirements are subject to factors beyond (Service Provider's) control, including force majeure events and delays caused by third parties and Property Owner. (Service Provider) shall not be responsible for any delays, cost overruns, or liability resulting from such factors. To facilitate prompt and efficient completion of the Services, Property Owner and its personnel shall cooperate fully with (Service Provider) and its personnel in all respects, including, without limitation, providing information as to Property Owner requirements, providing access to the facilities at which the System is to maintained ("Facilities"), and providing access to all necessary information regarding Property Owner's Systems and Facilities.

   2.2. Property Owner shall be responsible for making, at its own expense, any changes or additions to Property Owner's current Facilities that may be required to support operation of the System.

   2.3. Property Owner shall ensure that:

      2.3.1. No repair attempts or other changes are made to System by anyone other than MST Certified Service Technician.

      2.3.2. The System is pumped on a regular (Every 1-3 years depending on usage).

      2.3.3. The System is not mishandled, misused, neglected, abused, vandalized, damaged by fire, lightning or water, subjected to hazardous chemicals, or otherwise subjected to unusual electrical or physical stress beyond the manufacturer's specified operating capabilities. Property Owner understands that there are no owner serviceable items on the System and that MST's Certified Service Technicians using only manufacturer-approved parts must conduct all repairs and service. The EnviroServer® wastewater treatment system is based on a biological process using natural bacteria and oxygen for efficiently digesting the waste in the water. The following item are examples of what should never by flushed down the drain or toilet because these

Initial Here: _____

items can overtax or destroy the biological digestion or clog pumps and pipes and constitute misuse and/or abuse of the System: excessive amounts of fat, grease or oil, coffee grounds, disposal diapers, feminine hygiene products, condoms, cigarette butts, gauze bandages, Q-tips, toys, dental floss, construction debris, kitty litter, excessive amounts of disinfectants and cleaning supplies, chemicals, such as paints, varnishes, thinners, waste oils, photographic solutions, pesticides and medicines.

2.3.4. Property Owner is responsible for maintaining continuous phone (if applicable) and electrical service to the System.

2.3.5. Property Owner will insure the System's structural integrity is protected by certain acts, including, but not limited to, construction of a structure on the System, blocking access to the System, or allowing vehicles and other heavy equipment to travel over the System.

2.4. Subject to any obligation (Service Provider) and/or MST may have under applicable federal, state or local law, statute ordinance or regulation, (Service Provider) agrees to use its best efforts to maintain strict confidentiality relating to the Services and shall release any such information only to its employees and subcontractors in the performance of the Services or to Property Owner's authorized representatives and to persons designated by the same to receive such information. Notwithstanding the foregoing, Property Owner hereby acknowledges and agrees that (Service Provider) may need to share information regarding the Services with MST in connection with its provision of services under the Monitoring Agreement.

2.5. (Service Provider) shall perform all Preventive and Remedial Maintenance. These obligations include, but are not limited to, six-month inspections and emergency services available within twenty-four (24) hours of service request.

2.6. Property Owner hereby acknowledges and agrees that this Agreement shall be executed concurrently with the Monitoring Agreement and the Purchase and Sale Agreement, both of which must be executed at the time of the purchase and sale of, and prior to the installation of, the System. Execution of the same is an express prerequisite to sale and installation of the System.

2.7. To the extent any Preventive or Remedial Maintenance Service is required after start up because of Property Owner's failure to comply with the items of this section, (Service Provider) may, at its sole discretion, bill for these services at (Service Provider's) then current and applicable service rates.

3. **Access to Property Owner Facility** (Service Provider), its employees and agents, will be granted access to the System on an as-needed basis for the purpose of repairing failures. Access to Property Owner Facilities shall be restricted to normal business hours, except for emergency services. Access to Property Owner Facilities outside normal business hours must be approved in advance by Property Owner, which approval will not be unreasonably withheld, except in the case of an emergency. (Service Provider) shall have no tenancy, or any other property or other rights in Property Owner Facility. All (Service Provider) personnel shall carry and produce, when requested, a valid identification card. While at any Property Owner Facility, (Service Provider's) personnel, contractors, and subcontractors shall (1) comply with Property Owner's requests regarding personal and professional conduct and (2) otherwise conduct themselves in a professional and businesslike manner.

4. **Acceptance of Services** When (Service Provider) notifies Property Owner that it has completed the Services, Property Owner shall have three (3) days to evaluate the Services to determine whether they reasonably conform to the System specifications and the requirements of the Agreement. (Service Provider's) performance of the Services shall be deemed accepted by Property Owner unless the Property Owner to provide written notice to (Service Provider) before the end of three (3) day evaluation period that the performance does not conform to the specifications. Such notice shall describe with particularity the nature of the nonconformance. If Property Owner gives timely notice that (Service Provider's) performance is nonconforming, (Service Provider) shall have seven (7) days from receipt of the notice to make and submit to Property Owner changes that may reasonably be required to correct the deficiencies described in the notice. Property Owner shall not unreasonably withhold or delay acceptance. (Service Provider's) sole liability, and Property Owner's sole remedy, for nonconformance with the specifications shall be to cure the nonconformance.

5. **Payment** (Service Provider) shall provide all Preventive and Remedial Services on a time and materials basis at (Service Provider's) then current rates for so long as the System is in service.

6. **Expenses** Property Owner shall reimburse (Service Provider) for all expenses reasonably incurred in rendering services to Property Owner pursuant to this Agreement ("Expenses"). Such Expenses shall include, without limitation, reasonable travel expenses (including transportation, lodging, and meals. Property Owner shall also reimburse (Service Provider) for special or unusual expenses incurred at Property Owner's specific request. Expenses shall normally be invoiced upon completion of service. All invoices shall be paid by Property Owner within fourteen (14) days of receipt. Time is of the essence of this payment obligation. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law.

7. **Taxes** Property Owner shall pay or reimburse (Service Provider) for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the performance of the Services under this Agreement: excluding, however, income taxes on profits which may be levied against (Service Provider).

8. **Other Fees** Unless otherwise provided in the Agreement or in one of its Exhibits, payment for all other services rendered by (Service Provider) shall be at (Service Provider's) then current rates.

9. **Term and Termination**

9.1. **Term** This Agreement shall commence upon the parties' execution of this Agreement and shall continue in full force and effect until termination as provided in herein.

9.2. **Termination** If either party is in breach of any material term or condition of this Agreement and such breach has remained uncorrected for sixty (60) days after notifying the other party, in writing, of the specific breach, either party may terminate this Agreement upon written notice, subject to local regulatory requirements and/or covenants. Notwithstanding the foregoing, (Service Provider) shall have the right to immediately stop all work for Property Owner and advise regulators of same, if Property Owner fails to pay MST in a timely manner as required hereunder. Any such failure to pay shall constitute a material breach of this Agreement by Property Owner.

Initial Here: _____

10. **Limited Warranty** MST warrants the System to be free from defects in material and workmanship for a period of two (2) years from the date of original purchase. MST's sole obligation under this warranty is to provide any parts to the System that need to be replaced provided that such obligation shall automatically terminate in the event the System has been altered by Property Owner or any other third party in any way. This warranty covers only normal, authorized use of the System. MST is not responsible for warranty service should the MST label, logo, or serial number be removed or should the System fail to be properly maintained or fail to function properly as a result of misuse, abuse, improper installation, neglect, improper shipping, damage caused by disasters such as fire, flooding by external means, lightning, improper wiring or electrical current, interaction with non-MST products, service other than by a MST authorized service provider or the discharging of hazardous or flammable materials through the System. This warranty applies only to the System and does not include the chlorine tablets, if applicable, or any of the existing on-site wiring, plumbing, drainage or additional disposal system. In addition to, and not in limitation of anything else contained in this warranty. MST is not responsible for any delay or damages caused by defective components or material, or for loss incurred because of interruption of service, or for any other special or consequential damages or incidental expenses arising from the manufacture, sale, or use of the System. The System is based on a biological process using natural bacteria and oxygen for efficiently digesting the waste in the water. The following items are examples of what should never be flushed down the drain or toilet because these items can overtax or destroy the biological digestion or clog pumps and pipes and constitute misuse and/or abuse of the system: excessive amount of fat, grease or oil, coffee grounds, disposal diapers, feminine hygiene products, condoms, cigarette butts, gauze bandages, Q-tips, toys, dental floss, construction debris, kitty litter, excessive amounts of disinfectants and cleaning supplies, chemicals, such as paints, varnishes, thinners, waste oils, photographic solutions, pesticides, and medicines. MST reserves the rights to revise, change, or modify the construction and design of the System or any component part or parts thereof without incurring any obligation to make such changes or modifications in previously manufactured equipment. MST also reserves the right, in making replacements of component parts under this warranty, to furnish a component part which, in its judgment, it equivalent to the company part replaced.

11. **Disclaimer of Warranties** THE LIMITED WARRANTY AND REMEDY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY PERSON OR FIRM ARE EXPRESSLY VOID. THE LIMITED WARRANTY IS SOLELY FOR THE BENEFIT OF PROPERTY OWNER AND PROPERTY OWNER SHALL HAVE NO AUTHORITY TO EXTEND SUCH WARRANTY TO ANY THIRD PARTY, EXCEPT AS EXPRESSLY SET OUT HEREIN, PROPERTY OWNER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE SYSTEM IS AT PROPERTY OWNER'S SOLE RISK. THE SYSTEM IS PROVIDED "AS IS" WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXCEPT AS EXPRESSLY SET OUT HEREIN. MST DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MST DOES NOT WARRANT THAT THE SYSTEM WILL MEET PROPERTY OWNER'S REQUIREMENTS OR THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SYSTEM WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET OUT HEREIN, THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SYSTEM IS ASSUMED BY PROPERTY OWNER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MST OR MST'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY. SHOULD THE SYSTEM PROVE DEFECTIVE, PROPERTY OWNER (NEITHER MST NOR ITS AUTHORIZED REPRESENTATIVES) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

12. **Limitation of Liability** IN NO EVENT SHALL MST BE LIABLE TO PROPERTY OWNER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH MST'S PERFORMANCE UNDER THIS AGREEMENT OR USE OF OR INABILITY TO USE THE SYSTEM. IF ANY, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF MST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MST'S TOTAL LIABILITY TO PROPERTY OWNER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, [INCLUDING NEGLIGENCE] OR OTHERWISE), SHALL NOT EXCEED THE AMOUNT OF THE MAINTENANCE FEES ACTUALLY PAID BY PROPERTY OWNER PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, MST SHALL NOT BE LIABLE FOR DEFECTS IN OR FAILURES OF THE SYSTEM FROM OR DEVELOPED BY THIRD PARTIES, OR FOR DEFAULTS BY, OR DEFECTS IN SERVICES RENDERED BY, THIRD PARTIES.

13. **Indemnification**

13.1. MST, their respective distributors and dealers shall indemnify Property Owner and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by Property Owner as a result of any claim, judgment, or adjudication against Property Owner arising from (i) any breach or allegation which, if true, would constitute a breach of any of MST's obligations or warranties in this Agreement: (ii) the actions or omissions of MST, its officers, directors, employees, independent contractors, agents, assigns, or any other person or entity working under the supervision of or at the direction of MST, provided that Property Owner (a) promptly notifies MST in writing of any such claim and gives MST the opportunity to defend or settle any such claim at MST's expense and (b) cooperates with MST, at MST's expense, in defending or settling such claim.

13.2. Property Owner shall protect, defend and indemnify MST, their respective agents, distributors, dealers, subcontractors and employees, and hold them harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by them as a result of any claim, judgment, or adjudication against them related to or arising from: (i) any breach or allegation which, if true, would constitute a breach of any of MST's obligations or warranties in this Agreement; (ii) the actions or omissions of MST, its officers, directors, employees, independent contractors, agents, assigns, or any other person or entity working under the supervision of or at the direction of MST, provided that Property Owner (a) promptly notifies MST in writing of any such claim and gives MST the opportunity to defend or settle any such claim at MST's expense and (b) cooperates with MST, at MST's expense, in defending or settling such claim. MST shall have no liability for intellectual property infringement to the extent that the infringement arises from (i) use of the System in combination with any third party Systems; (ii) modifications or maintenance of the System by a party other than MST or an MST authorized agent; (iii) misuse of the System; and (iv) failure of Property Owner to implement any improvement of the System, if the infringement claim would have been avoided by the use of the improvement.

14. **Covenants Running with the Land** (If applicable) It is agreed and understood that this Agreement is made and accepted by the Property Owner as a "covenant running with the land" and that this Agreement shall apply to and be binding upon all successive future owners and occupants as it is to the original Property Owner herein. The Property Owner acknowledges and agrees that this Agreement creates a lien upon the described land and said lien may be foreclosed against said property or owner upon non-payment of any fees, costs, payments or other charges due hereunder when such non-payment exceeds a period of thirty (30) days. The property Owner, by executing this Agreement, expressly vests in MST, or (Service Provider), or its successors and assigns, the right to bring all actions against the owner of the property as herein described or any part hereof for the collections of the any such charges.

Initial Here: _____

15. **Right of Way and Easement** Property Owner and its successors and assigns, does hereby grant and convey unto MST, (Service Provider), their successors and assigns, a right of way and easement for access, ingress and egress, on, over, above, across and under the property for the purpose of inspecting, maintaining, repairing, replacing, operating, and removing the System during the term of the Agreement.

16. **Arbitration; Governing Law** The rights and obligations of the Parties under this Agreement will be governed by and construed under the substantive laws of the State of California, U.S.A., without regard to choice of law principles. Any dispute, controversy or claim arising out of or relating to this Agreement shall be finally settled by arbitration in Orange County, California, U.S.A. In accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the English language. The prevailing Party in such arbitration shall be entitled to reasonable attorney's fees, costs and necessary disbursements.

17. **Miscellaneous**

17.1. **Independent Contractors** The Parties hereto are acting as independent contractors and are not employees, agents or legal representatives of the other Party. Neither Party is authorized to bind the other Party, act as an agent for the other Party, or otherwise act in the name of or on behalf of the other Party.

17.2. **Notices** Notices permitted or required under this Agreement shall be deemed to have been given on the date actually received, when personally delivered, when sent by telecopy followed with written confirmation sent by mail as provided herein or three (3) days after mailing if mailed by registered or certified mail, return receipt requested to the addresses set forth for each party on the face of this Agreement. Notice of change of address shall be effective only upon receipt.

17.3. **Non-Assignability and Binding Effect** Property Owner agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of (Service Provider). (Service Provider) may assign this Agreement to any affiliate or to any successor by merger or sale of substantially all of its assets to which this agreement relates in a manner such that the assignee becomes liable and responsible for the performance and observance of all duties and obligations hereunder. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

17.4. **Force Majeure** Except for Property Owner's obligation under this Agreement to pay for the System, non-performance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party. In case of threatened or actual non-performance because of any of the above causes, the non-performing Party will exercise commercially reasonable efforts to avoid and cure such non-performance. If the suspension of performance continues for more than sixty (60) days, (Service Provider) may terminate this Agreement effective immediately, without any liability to Property Owner.

17.5. **Partial Invalidity** If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly affects the Parties' intent in entering into this Agreement.

17.6. **Waiver** The failure of either Party to enforce at any time the provisions of this Agreement shall in no way be constituted to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.

17.7. **Entire Agreement** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Party to be bound thereby.

17.8. **Section Headings** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17.9. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument. To the maximum extent permitted by law or any applicable governmental authority, any document may be signed and transmitted by facsimile with the same validity as if it were an ink-signed document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

"(Service Provider)"

PENINSULA SEPTIC SERVICE, INC.
1840 S. Gaffey Street, #53
San Pedro, CA 90731

By: _____

Print Name: _____

Title: _____

"Property Owner"

By: _____

Print Name: _____

Title: _____

Initial Here: _____

Recorded at the request: City of Rolling Hills
and mailed to: **Applicants Name**

Los Angeles County
Environmental Health
Land Use Program
5050 Commerce Drive
Baldwin Park, Ca 91706

SPACE ABOVE THIS LINE FOR RECORDERS USE

COVENANT AND AGREEMENT
REGARDING NON-CONVENTIONAL ONSITE WASTEWATER TREATMENT SYSTEM
AND THE USE AND TRANSFER OF OWNERSHIP OF PROPERTY
SUBJECT TO THIS COVENANT AND AGREEMENT

WHEREAS City of Rolling Hills the undersigned property owner(s) (hereinafter referred to as **OWNER)** owns that certain real property described below (hereinafter referred to as **PROPERTY**), which is served, or shall be served, by an Non-Conventional Onsite Wastewater Treatment System constructed and installed pursuant to the County of Los Angeles Uniform Plumbing Code and Health and Safety Code; and

WHEREAS, OWNER represents that they are the sole owners of the **PROPERTY,** being situated in the County of Los Angeles, State of California, and described as follows:

Legal Description of PROPERTY:

(if lengthy, include as EXHIBIT "A")

Street location/Location of PROPERTY:

NOW THEREFORE, the undersigned **OWNER**, in consideration for constructing the Non-Conventional Onsite Wastewater Treatment System and/or occupying dwelling(s) on **PROPERTY**, does hereby promise, covenant and agree to comply with at all times all applicable federal, state, and local laws and requirements regarding the construction, operation, repair and maintenance of a Non-Conventional Onsite Wastewater Treatment System approved by the County for the PROPERTY, and that the **OWNER** shall at all times maintain in force a legally valid and binding maintenance and monitoring agreement with an approved servicing company covering such system, and shall provide upon request all maintenance and monitoring information to the County of Los Angeles Department of Public Health or its successor agency (County Health). Said agreement shall include computer monitoring and annual testing required by County Health of the efficiency and effectiveness of the system, including effluent testing as may be applicable. Said testing shall be to ensure the continued ability of the system to meet applicable federal, state, and local laws and requirements, including secondary waste discharge standards. Should the system not be in compliance with said laws and requirements, OWNER shall ensure that maintenance and/or repair is performed on the system, and the system shall be subject to re-testing. If following maintenance and repair, the system is still unable to meet applicable laws and requirements, the system shall be replaced with a new Non-Conventional Onsite Wastewater Treatment System upon approval by County Health. A copy of the maintenance and monitoring agreement shall be filed with County Health. Upon a material change in the maintenance

agreement or a change of the approved servicing company, OWNER shall file the new or replacement maintenance and monitoring agreement with County Health within 30 days of said change.

The County is hereby granted easement rights to inspect the Non-Conventional Onsite Wastewater Treatment System, with reasonable notice to OWNER absent an emergency, to insure compliance with the Covenant and Agreement.

Upon approval of the Non-Conventional Onsite Wastewater Treatment System for the PROPERTY, OWNER shall have this document recorded with the Los Angeles County Recorder's Office against the title of the PROPERTY.

This **COVENANT AND AGREEMENT**, as well as the appurtenant easement for access as set forth above, shall run with the land and shall be binding upon all future owner, heirs, successors, and assigns of the PROPERTY.

This **COVENANT AND AGREEMENT** shall only be terminated by a **RELEASE OF COVENANT AND AGREEMENT** duly executed by an authorized agent of the County of Los Angeles, Division of Environmental Health, or its successor agency; said **RELEASE** shall not be effective until recorded in the County of Los Angeles Recorder's Office.

Dated this_____ day of_____[month], _____ [year]

_____	_____
Print Name	Signature
_____	_____
Print Name	Signature
_____	_____
Print Name	Signature
_____	_____
Print Name	Signature

Agenda Item No.: 12.C
Mtg. Date: 05/09/2022

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: **APPROVE RECLASSIFICATION OF THE CODE ENFORCEMENT OFFICER POSITION TO A PLANNER POSITION.**

DATE: **May 09, 2022**

BACKGROUND:
The Planning and Community Services Department operates to provide development services and code enforcement for the City of Rolling Hills. The Director of the department resigned in October 2021. A new director was hired in late November 2022. The previous Code Enforcement Officer left the City at the end of 2021. Staff hired a part-time contract planner from Michael Baker International from mid-January to late-March 2022, and has had a part-time contract code enforcement officer from Willdan Engineering since the beginning of March 2022. However, staff finds there is a need to hire a full-time planner to handle development applications and to assist the code enforcement officer with enforcement cases.

On April 25, 2022, the Finance/Budget/Audit Committee voted unanimously to reclassify the Code Enforcement position to a planner position.

DISCUSSION:
Over the past few years, the City has taken a more proactive approach to the dead vegetation ordinance enforcement. Eventually, a full-time code enforcement officer position was created in 2019. Although this benefits the City in terms of code enforcement and bringing issues into compliance, staff found majority of the time, the Code Enforcement Officer was working on zoning and building code violations that require extensive coordination with a planner, and the building department.

More recently, staff has found that a part-time code enforcement officer through contract services is a more effective way to provide code enforcement services. This is because the officer is properly trained through a reputable company that specializes in providing code enforcement services and has the resources through the company to deal with difficult or unexpected situations. It is in the best interest of the code enforcement officer to maintain the company's reputation in providing a high standard of service. Furthermore, a part-time code enforcement officer saves the City in salary costs through reduced hours, and the City does

not bear the cost of having to pay for long-term pension benefits.

As such, it is staff's recommendation that the full-time code enforcement officer position be reclassified as a planner position and the City retain a contract for code enforcement services through a professional services agreement. This benefits the City by improving services in both planning and code enforcement. Additionally, the planner would assist in code enforcement complaints to bring properties up to code compliance.

Cost Comparison

Staff did a salary comparison of other jurisdictions to see how much a planner makes and found the median salary range to be around $76,000 to $98,000 per year. Table 1 lists the salaries for these jurisdictions.

Table 1 - Planner Salaries from Other Jurisdictions

Jurisdiction	Position	Yr. Low	Yr. High	Mo. Low	Mo. High
Manhattan Beach	Sr. Planner	$105,900	$138,936	$8,825	$11,578
RHE	Associate Planner	$74,784	$112,164	$6,232	$9,347
Lawndale	Associate Planner	$84,468	$102,672	$7,039	$8,556
Pico Rivera	Planner	$73,692	$101,700	$6,141	$8,475
Carson	Associate Planner	$78,828	$100,608	$6,569	$8,384
PVE	Planner	$77,616	$99,228	$6,468	$8,269
Orange	Associate Planner	$76,452	$98,040	$6,371	$8,170
LA County	Regional Planner	$75,672	$96,588	$6,306	$8,049
Newport Beach	Assistant Planner	$68,386	$96,310	$5,699	$8,026
Torrance	Planning Associate	$74,194	$92,539	$6,183	$7,712
RPV	Assistant Planner	$70,571	$91,659	$5,881	$7,638
Redondo Beach	Assistant Planner	$66,984	$86,544	$5,582	$7,212
Arcadia	Assistant Planner	$65,772	$82,116	$5,481	$6,843
Lomita	Assistant Planner	$61,980	$77,004	$5,165	$6,417

Planning & Development Budget

For Fiscal Year (FY) 21-22, the Planning & Development budget for salaries was $237,200. The budget also included $180,000 for special project study & consulting which mostly covered the General Plan updates, environmental review, and special projects. Since the Safety Element and negative declaration have been adopted, and the Housing Element is expected to be adopted soon, the budget for special project study can be reduced and transferred to staff salaries to cover costs for the full-time planner. The part-time code enforcement officer will be funded through the budget for consulting. The full-time planner would be funded through staff salaries with an amount of $98,000.

Table 2 - Planning & Development Proposed Salaries

Budget Item	Director	PT Ad. Clerk	Planner	PT CE Officer (contract)	TOTAL
Staff Salaries	138,400.00	25,688.00	98,000.00		262,088.00
Consulting				54,080.00	54,080.00

316,168.00

The total for salaries and special projects/consulting for the proposed budget for FY 22-23 will stay the same as the previous year as shown in Table 3. However, by increasing the salary budget (Item 702), the City will be able to hire a full-time planner. The budget for special projects and consulting (Item 884) will be reduced but still be able to fund contract services for a part-time code enforcement officer. It should be noted that pensions and other benefits are not provided for contract services which can save the City in the long run.

Table 3 - Budget for Adopted FY 21-22 & Proposed FY 22-23

		Adopted FY 21-22 Budget	Proposed FY 22-23 Budget	%Change
15- PLANNING & DEVELOPMENT				
702	Salaries	237,200.00	262,200.00	10%
884	Spec. Proj. Study & Consulting	180,000.00	155,000.00	-14%
	TOTAL	417,200.00	417,200.00	

Responsibilities

The responsibilities of a full-time planner include:

- Reviewing and processing residential development applications for compliance with the Municipal Code
- Processing view preservation applications
- Handling code enforcement complaints, field investigations, and code compliance
- Preparing staff reports to the Planning Commission, Traffic Commission, and City Council
- Preparing environmental assessment reports pursuant to the California Environmental Quality Act (CEQA) Guidelines
- Providing information to public on planning and zoning issues
- Assisting in preparing and updating ordinances and resolutions
- Working with consultants on special projects
- Conducting studies and research
- Tactfully responding to and resolving difficult and sensitive inquiries and complaints
- Handling other tasks such as storm water management, solid waste issues, and public works projects

The responsibilities for the part-time code enforcement officer include:

- Investigating complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations
- Initiating contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards
- Preparing notices of violation for noncompliance according to applicable codes and regulations
- Preparing reports for cases requiring legal action or civil abatement
- Meeting with legal counsel and providing testimony on criminal cases when required
- Maintaining records of complaints, inspections, violation notices, and other field

enforcement activities
- Coordinating with City departments on cases as they relate to code enforcement

FISCAL IMPACT:
The total budget for salaries (Item 702) and special project study & consulting (Item 884) would not change from FY 21-22.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PlannerJobDescription2022.pdf

PLANNER

SALARY: $76,000 - $98,000 annually DOQ
Exempt Position

The City of Rolling Hills is a General Law city operating under the Council-Manager form of government. The City Council consists of 5 members elected at large for staggered 4-year terms. The position of Mayor and Mayor Pro-Tem are rotated annually among the City Council members. The City Manager serves as the Chief Executive of the City. All City staff, consisting of a Director of Planning and Community Services, City Attorney, Finance Director, City Clerk/Executive Assistant to the City Manager, Planner, Code Enforcement Officer and Administrative Assistant work collaboratively together as a team.

THE COMMUNITY:

The City's annual budget is approximately $2.2 million with most revenues from property taxes and permits. The City of Rolling Hills, with panoramic views of Los Angeles and the Pacific Ocean, is nestled within the Palos Verdes Peninsula. As a three square mile, gated City incorporated in 1957, the Community has stayed true to its original General Plan by maintaining a rural, residential character that blends single family, one-story, ranch-style homes into the natural, Mediterranean habitat of the peninsula. The City contains 30 miles of hiking and equestrian trails. With 1,906 residents, service levels and customer service provided by the City are a source of pride. The City boasts an excellent relationship with its many resident volunteers and community organizations. Rolling Hills is a "contract city," contracting with the Los Angeles County for services such as public safety, fire services, and Building and Safety.

THE POSITION:

The City of Rolling Hills is currently seeking a full-time Planner. Under general supervision of the Director of Planning and Community Services, the Planner assists with the City's daily planning operations in accordance with City's zoning, subdivision and General Plan provisions; reviews and processes development plans for compliance with zoning requirements; prepares staff reports and may act as a liaison to the Planning Commission, Committee on Trees and Views, and Traffic Commission; prepares preliminary environmental impact assessments; conducts studies, research and analysis related to code and ordinance updates; assists in processing code enforcement complaints; works closely with consultants for special projects, such as the Local Hazard Mitigation Plan, Housing Element, and Stormwater Management, provides assistance to the general public; does other related work as necessary. The Planner is also responsible for clerical duties of moderate difficulty and assisting in the organization and maintenance of the City's official records and documents. The Planner may assist other departments as needed and provides information and assistance to the public on a frequent basis (including general front office customer service), City staff, elected and appointed officials.

THE IDEAL CANDIDATE AND DUTIES:

The ideal candidate is a "people-person" able to work both independently and as a member of a small, energetic and dedicated team. The candidate must be organized and able to handle multiple projects at one time. The candidate should also think creatively, enjoy the work, be detail-oriented and handle tasks/projects as a generalist. While assisting customers over the phone or at the front counter, the candidate must have a friendly, warm and courteous demeanor and enjoy working directly with the public. Positive customer service skills and responsiveness are necessary. The following duties are normal for this position and are not exclusive or all-inclusive. The Planner performs the following:

- Assists in the general operations of the Planning Department.
- Reviews and processes residential development applications for compliance with applicable regulations; follows up on project status throughout the review and construction stage.
- Field reviews of project compliance with conditions of approval.
- Handles the review and processing of view preservation applications.
- Report writing and public speaking to Commissions and Committees.
- Prepares environmental assessment reports pursuant to the California Environmental Quality Act (CEQA).
- Provides information to project applicants and to the public.
- Assists the public in the interpretation of zoning, subdivision, building and State mandated regulations.
- Assists in preparing and updating the zoning, building and subdivision ordinances.
- Drafts resolutions and ordinances.
- Works and supervises consultants on special projects.
- Conducts studies and research; compiles and analyzes data on land use and other planning and related projects.
- Follows up on code enforcement complaints, field investigations and assuring compliance.
- Tactfully responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Works closely with the Rolling Hills Community Association (RHCA).
- Familiarity of stormwater management highly desirable.
- Performs other duties as assigned.

QUALIFICATIONS:

- High-level customer service ability and punctuality is required.
- General office procedures.
- Read, interpret and apply policies, procedures, rules and regulations.
- Use MS Office and Windows.
- Operate standard office equipment.
- Make independent decisions.
- Follow oral and written instructions.
- Effectively communicate both written and verbal.
- Work cooperatively with staff, residents and other entities.
- Work under pressure with strict deadlines.
- Attend at least one evening meeting per month and prepare meeting minutes in a timely manner.

EXPERIENCE AND EDUCATION:

The ideal candidate would hold a Bachelor's degree from an accredited college or university in City or Urban Planning, Public Administration, Architecture or related field. Master's degree in urban planning or a closely related field and/or certification by the American Institute of City Planners (AICP) is highly desirable. The candidate should have two years in a progressively responsible position in municipal planning. Education, certification or related experiences may substitute for a lack of work experience. Must possess a valid California Driver's License with a safe driving record.

PHYSICAL REQUIREMENTS:

Moderate; typical office setting with prolong periods of sitting; some driving to different locations including delivering packets to elected and appointed officials. General use of standard office equipment, including a computer and computer screen for extended periods. Intermittently twist to reach office equipment; bend, squat and kneel when filing or stocking; walk and stand when operating office equipment; write or use a keyboard to communicate through written means; hear

and talk with the public; file papers and reports. May lift, load, push, or pull up to 25 pounds. Ability to hear and speak to communicate in person and over the telephone. Must be able to handle stressful situations.

COMPENSATION AND BENEFITS

Salary: $76,000 - $98,000 annually – Exempt position
Annual cost-of-living increase
Work Schedule: The City has a 9/75 work schedule with every other Friday off.
Retirement Benefit: The City participates in the California Public Employees' Retirement System (CalPERS)
Classic Members: 2% at 60, employees pay 7% of salary; three-year final compensation
New Hires with no previous CalPERS retirement plan: 2% at 62, employees pay 6.5% of salary
The City participates in Social Security
City pays 100% medical, dental and vision benefits for the employee and 80% cost of dependents
City pays $50,000 life insurance and AD&D
11 City paid holidays and 1 personal holiday
All full time employees earn 5/6th day of vacation per calendar month of employment. Additional vacation days after 3, 5 & 10 years of service up to 300 hours cap on vacation leave and up to 225 hours cap on sick leave.

APPLICATION & SELECTION PROCESS:

Candidates are required to send a resume, employment application and letter of interest to:

Attn: Planner Recruitment
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Resume and Employment Applicpation must be submitted and the position is open until filled. First screening will close on **Tuesday, May 31, 2022 at 5 p.m.** For the job description and employment application, please visit: www.Rolling-Hills.org or call City Hall at 310-377-1521. Applications will be screened and those who appear to best meet the needs of the City will be invited for an interview. The final candidate must successfully complete a pre-employment physical. The information herein is subject to modification and does not constitute either an expressed or implied contract.

CLASS SPEC TITLE 6:

The City of Rolling Hills is an Equal Opportunity Employer. This job description includes a list of Americans with Disabilities Act (ADA) essential job duties performed by the classification. Duties cannot include, and are not intended to include, every possible task performed by each individual employee assigned in this classification. Rolling Hills will provide reasonable accommodations to qualified individuals with disabilities, in compliance with the ADA Act, and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Agenda Item No.: 12.D
Mtg. Date: 05/09/2022

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **REVIEW FINANCE/AUDIT/BUDGET COMMITTEE'S RECOMMENDATION TO UPDATE THE CONSOLIDATED TAX AND FEE SCHEDULE.**

DATE: **May 09, 2022**

BACKGROUND:

Annually, staff provides the City Council with information for consideration to adjust City's current fees and charges.

DISCUSSION:
For Fiscal Year 2022-2023, staff is proposing the following change to the Consolidated Tax and Fee Schedule:

A. View Impairment

1. Review by Committee on Trees and Views Processing fee **$6,000** for complaints against one property. **Review by Committee on Trees and Views Processing fee $10,000 for complaints against multiple properties**.

Chapter 17.26 of the Rolling Hills Municipal Code (RHMC) was adopted by Ordinance 354 on October 23, 2017. Since adoption, the first view case to be processed was the case between 59 and 61 Eastfield Drive. The case was filed in October 2020. The vegetation owner filed an appeal of the Committee on Trees and Views decision to the City Council and the City Council denied the appeal at the April 11, 2022 City Council meeting, bringing the case to a close.

Staff, including the City Attorney's office, has worked on the case since the initial filing. Taking a snap shot of the City Attorney expenses relating to the 59 and 61 Eastfield Drive view case between May, 2021 and November, 2021, a total of $10,678 was paid by the city to the contracted attorney for services relating to the case. Currently, the Consolidated Tax and Fee Schedule allows the city to charge $2,000 for view impairment case to be reviewed by

Committee on Trees and Views. The charge is purposed to recover city expenses relating to processing the case by staff and by contracted staff. Not taking into consideration staff time spent on the 59 and 61 Eastfield Drive case, and taking a very conservative inventory of the City Attorney's expenses relating to the case, the recovery on the case was 19% of the actual cost.

Additionally, according to the City Attorney's reading of RHMC Chapter 17.26.040, the city's current view preservation ordinance anticipates that one complaint might allege obstruction of "multiple views," which implies that views could conceivably be obstructed by vegetation on multiple owners' properties:

RHMC Section 17.26.040(C)(1)(a) *A view impairment complaint ... shall consist of ... [a] description of the nature and extent of the view, as well as of the alleged obstruction. If multiple views are identified, each must be disjointed and observable from a separate viewing area. Evidence of the views and alleged obstructions must be pertinent and may include, but is not limited to, documentary evidence, (as described by Section 17.26.050), dated photographs, or written declarations.*

The City Attorney noted that if the city's current fee resolution does not address a view preservation complaint alleging multiple views by multiple properties, the city is limited to collecting the one fee for the one complaint that includes allegations of multiple views obstructed by multiple properties. In order to avoid this situation, the city could consider amending its fee resolution to charge the higher cost of processing a view preservation complaint that alleges multiple views obstructed by multiple properties. This would help alleviate the concern that property owners will frivolously allege multiple views obstructed by multiple properties.

The Committee Member's discussed the increase. Member Black preferred lowering the fee to $1000 and thought it was acceptable to charge per property. Member Pieper preferred leaving it at $2000 but believed the proposed increases were a barrier.

The Committee recommends decreasing to $1000 and to begin charging the fee per property.

FISCAL IMPACT:
Fiscal impact depends on changes and level of activity for proposed fee increases.

RECOMMENDATION:

Consider reducing the Review by Committee on Trees and Views Processing Fee from $2,000 to $1,000; specify in the fee schedule that the Processing Fee is charged by property, and provide direction to staff.

ATTACHMENTS:
ResolutionNo1278 Fee Schedule FY21-22 Signed.pdf
Proposed_Fee_Schedule_FY22-23_Markup.pdf
CityAttorneyFeesOnOneViewCase.pdf

RESOLUTION NO. 1278

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS MODIFYING THE ROLLING HILLS FEE RESOLUTION AND REPEALING RESOLUTION NO. 1260.

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

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

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

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

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

V.	Stop work order	$ 200

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

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

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

A.	View Impairment			
	1.	Review by Committee on Trees and Views Processing fee		$ 2,000
	2.	Environmental Review Fees		
		A.	Preparation and Staff Review of Initial Study	$ 200
		B.	Preparation of Negative Declaration or Mitigated Negative Declaration	$ 50 (plus fee charged by CA Department of Fish and Wildlife, if applicable, as adjusted annually)
B.	Traffic Commission Review			
	1.	New driveways or other traffic related items		$ 300
C.	Accessory Dwelling Unit			
	1.	Accessory Dwelling Unit or Junior Accessory Dwelling Unit		$ 375

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

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

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

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

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

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

Section 5. The following fees are established and shall be collected for each permit pursuant to Title 15, (Building and Construction) of the Rolling Hills Municipal Code for review conducted by the City's contract building official, other than Los Angeles County Department of Building and Safety:

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

	EQUIPMENT	on Los Angeles County Department of Building and Safety fees, plus $60.11 City administrative fee, shall be charged for the alternative use of the City's contract building official.

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

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

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

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

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

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

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

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

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

Application fee:	$1,000

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

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

Section 13. The City Council Resolution No. 1260 is hereby repealed and superseded by this Resolution .

PASSED, APPROVED, AND ADOPTED this 14th day of June, 2021.

BEA DEIRINGER
MAYOR

ATTEST:

JANELY SANDOVAL
CITY CLERK

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

I certify that the foregoing Resolution No. 1278 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS MODIFYING THE ROLLING HILLS FEE RESOLUTION AND REPEALING RESOLUTION NO. 1260.

was approved and adopted at a regular meeting of the City Council on the 14th day of June 2021 by the following roll call vote:

AYES: COUNCILMEMBERS: Mayor Dieringer, Pieper, Mirsch, and Wilson

NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.

ABSTAIN: COUNCILMEMBERS: None.

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

Administrative Offices.

JANELY SANDOVAL
CITY CLERK

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

Section 13. The City Council Resolution No. 1260 is hereby repealed and superseded by this Resolution .

PASSED, APPROVED, AND ADOPTED this 14th day of June, 2021.

BEA DEIRINGER
MAYOR

ATTEST:

JANELY SANDOVAL
CITY CLERK

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

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NOES: COUNCILMEMBERS: None.

ABSENT: COUNCILMEMBERS: Mayor Pro Tem Black.

ABSTAIN: COUNCILMEMBERS: None.

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

Administrative Offices.

JANELY SANDOVAL
CITY CLERK

COST SERVICE BY THE CITY ATTORNEY
VIEW CASE CONCERNING 59 AND 61 EASTFIELD DRIVE
May 2021 to November 2021
FIRST VIEW CASE PROCESSED PER CURRENT ORDINANCE

	BBK Invoice number relating to view case	Services Rendered	Invoice Amount
1	906347	May-21	$1,957
2	908770	Jun-21	$798
3	911212	Jul-21	$1,501
4	915121	Aug-21	$1,558
5	916386	Sep-21	$247
6	919722	Oct-21	$1,691
7	921304	Nov-21	$2,926
		Total	**$10,678**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.E
Mtg. Date: 05/09/2022

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 UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS FOR 2022-2023.**

DATE: **May 09, 2022**

BACKGROUND:
The City Council reorganizes annually in late March, early April. The new Mayor reviews the City Council committee assignments and adjust accordingly

DISCUSSION:
The updated City Council committee assignments are attached to this report for consideration and approval. Under the category of Official Commissions/Boards, the assignments were updated to reflect the new Mayor. Under the category of Standing City Council Committees, adjustments were made by the new Mayor giving consideration to expertise, availability, interest and opportunities for rotation.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

RECOMMENDATION:
Staff recommends that the City Council consider the updated City Council committee assignments and approve the assignments as presented.

ATTACHMENTS:
CC_ASM_220509_22-23.pdf

CITY OF ROLLING HILLS CITY COUNCIL COMMITTEE ASSIGNMENTS
2022/2023

1. OFFICIAL COMMITTEES/BOARDS

COMMITTEE LIAISON	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. CALIFORNIA CONTRACT CITIES ASSOCIATION		D			A
b. LEAGUE OF CA CITIES		D			A
c. SOUTH BAY CITIES COUNCIL OF GOVERNMENTS		D			
d. LA SANITATION DISTRICT NO. 5	A				D
e. VECTOR CONTROL DISTRICT					
f. SMBRC - WATERSHED ADVISORY COUNCIL (RALPH SCHMOLLER-D)					
g. PEN. REG. LAW ENFORCEMENT COM./PUBLIC SAFETY		D			D
h. PENINSULA CITIES MAYORS' COMMITTEE	A				D
i. LOS ANGELES COUNTY CITY SELECTION COMMITTEE	A				D
j. SOUTHERN CALIFORNIA ASSOC. OF GOVERNMENTS (SCAG)	A				D

2. CITY COUNCIL COMMITTEES (STANDING)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. PERSONNEL		X		X	
b. FINANCE/BUDGET/AUDIT	X			X	
c. PLANNING COMMISSION LIAISON			X		
d. EMERGENCY SERVICES/DISASTER PREPAREDNESS		X			X
e. TENNIS CLUB LIAISON				X	
f. CABALLEROS LIAISON			X		
g. INSURANCE COMMITTEE (CJPIA)		D		A	
h. WOMEN'S COMMUNITY CLUB LIAISON			X		
i. TRAFFIC COMMISSION REPRESENTATIVE					X
j. SOLID WASTE/RECYCLING			X		X
k. CITY/ASSOCIATION LIAISON				X	
l. UNDERGROUND UTILITY				X	X
j. FIRE FUEL REDUCTION	X		X		

3. AD HOC SUBCOMMITTEES (FYI ONLY)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. HOUSING AD HOC SUBCOMMITTEE				X	X
b. DRAINAGE AD HOC SUBCOMMITTEE			X	X	

D = Delegate A = Alternate X = Representative

Agenda Item No.: 12.F
Mtg. Date: 05/09/2022

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 SUPPORT FOR FORMATION OF PROPOSED SOUTH BAY HOUSING TRUST; AND INTEREST IN PARTICIPATING.**

DATE: **May 09, 2022**

BACKGROUND:
The South Bay Cities Council of Governments (SBCCOG) Board of Directors held a special meeting on April 11th to discuss the potential creation of a South Bay Regional Housing Trust which would provide loans to facilitate the construction of affordable housing in participating cities. They are requesting support of proposed formation legislation (attached) in concept as well as to support a state budget request for seed funding. Further, the legislators would like an indication – without a commitment – of whether Rolling Hills would be interested in becoming a charter member of the regional housing trust should it be created.

The requests for support are a result of the Board's action at the special meeting, where the SBCCOG Board approved a motion to move forward in the following ways:

- Support requesting legislation to form a South Bay Regional Housing Trust
- Support requesting seed funding from the state budget
- Direct Board Members to return to their respective city councils to find out if their city is interested in being a charter member of a regional housing trust should it be created
- Form a subcommittee of the Board to work on bylaws and Joint Powers Authority (JPA) documents
- Follow-up:
    - Cities will submit letters to the SBCCOG as soon as possible informing of their city's intention to participate
    - Board Member & Hermosa Beach Councilmember Stacey Armato will present to city councils as requested to answer questions and explain the trust in further detail

Following the Board's direction, SBCCOG Board Chair Drew Boyles and Legislative Chair Stacey Armato, along with SBCCOG staff, met with staff from Senator Ben Allen's and Assembly Member Al Muratsuchi's offices to discuss housing trust formation legislation and a budget request. Both offices indicated their support for the concept; their intention to identify

legislative avenues that could be pursued to create a South Bay Regional Housing Trust; and explore funding opportunities in the state budget.

Although legislation has not yet been introduced, attached is a draft of what the legislation might look like. It is modeled after other housing trust formation bills previously approved by the Legislature. Once legislation has been introduced and assigned a bill number, the SBCCOG will request formal support of the bill. At this time, they are not asking for Rolling Hills commitment to join a regional housing trust, but would like to know if the Council has interest in becoming a charter member of the trust if created.

Other subregions in Los Angeles County have already created or are in the process of creating regional housing trusts and received state earmarks The SBCCOG believes that this is an opportunity for the South Bay to take advantage of the support in Sacramento by requesting funding specifically for cities in our subregion for addressing their affordable housing needs.

DISCUSSION:
Council should address the following questions:

1. Does the City of Rolling Hills support proposed formation of a Regional Housing Trust (in concept)
2. Does the City of Rolling Hills support a state budget request for seed funding
3. Does the City of Rolling Hills have any interest in becoming a potential charter member of the trust if created

The SBCCOG Board is requesting Council's response by May 25 as they anticipate legislation to form a South Bay Housing Trust will be introduced by June.

The attachments are as follows:
1. Draft legislation
2. A template letter of support for you to return to the SBCCOG after council action
3. A request for potential projects that might seek funding from a housing trust

FISCAL IMPACT:
There is no fiscal impact to providing feedback to the South Bay Cities Council of Governments on the matter.

RECOMMENDATION:
Consider and provide direction to staff.

ATTACHMENTS:
CL_AGN_220509_Proposed_RHT_Legislation.pdf
CL_AGN_220509_RHT_TemplateSupportLetter.pdf
CL_AGN_220509_SBCCOG_LetterRE_PossibleProjects.pdf
CL_AGN_220509_RHT_OverviewPPT.pdf

ATTACHMENT

Senate Bill No. XXX

CHAPTER 670

An act to add Section 6539.6 to the Government Code, relating to joint powers.

SB XXX, (Senator). Joint powers authorities: South Bay Regional Housing Trust.

The Joint Exercise of Powers Act authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. That act specifically authorizes the creation of the Orange County Housing Finance Trust, a joint powers authority, for the purposes of funding housing specifically assisting the homeless population and persons and families of extremely low, very low, and low income within the County of Orange, as specified.

This bill would similarly authorize the creation of the South Bay Regional Housing Trust, a joint powers authority, by the County of Los Angeles and any or all of the cities within the jurisdiction of the South Bay Cities Council of Governments, with the stated purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within the South Bay. The bill would authorize the South Bay Regional Housing Trust to fund the planning and construction of housing, receive public and private financing and funds, and authorize and issue bonds. The bill would require that the joint powers agreement establishing the South Bay Regional Housing Trust incorporate specified annual financial reporting and auditing requirements.

This bill would make legislative findings and declarations as to the necessity of a special statute for the South Bay Cities region of Los Angeles County.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares the following:
(a) California has an affordable housing crisis, which is especially acute in the South Bay Cities region of Los Angeles County due to the high cost of housing in that area, even in formerly affordable communities.

(b) The establishment of the South Bay Regional Housing Trust to receive available public and private funds could help finance affordable housing projects for homeless and low-income populations.

SEC. 2. Section 6539.6 is added to the Government Code, to read:

6539.6. (a) (1) Notwithstanding any other law, the County of Los Angeles and any or all of the cities within the jurisdiction of the South Bay Cities Council of Governments may enter into a joint powers agreement pursuant to this chapter to create and operate a joint powers agency to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, within the South Bay Cities region.

(2) The joint powers agency created pursuant to this section shall be known as the South Bay Regional Housing Trust, and shall be created and operate in accordance with this section.

(b) (1) The South Bay Regional Housing Trust shall be governed by a board of directors, consisting of an appropriate number of directors to be determined by the governing board of the South Bay Cities Council of Governments.

(2) (A) The board of directors shall be appointed by the governing board of the South Bay Cities Council of Governments and shall include Mayors, Council Members, or County of Los Angeles Supervisors that represent either of the following:

(i) A city that is a party to the joint powers agreement.

(ii) A County of Los Angeles board of supervisor district that is located wholly or partially within the territory of the South Bay Cities Council of Governments, if the county is a party to the joint powers agreement.

(B) Two members of the board of directors shall be experts in homeless or housing policy.

(3) The board of directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each calendar year.

(4) (A) Members of the board of directors shall serve without compensation.

(B) Members of the board of directors may be reimbursed for actual expenses subject to the approval of the governing board of the South Bay Regional Sustainable Housing Trust. Actual expenses shall be approved before they are incurred.

(5) If a vacancy occurs on the board of directors, the governing board of the South Bay Cities Council of Governments shall appoint a qualified individual to fill the vacancy within 60 days of the vacancy.

(c) Notwithstanding any other law, the South Bay Regional Housing Trust may do any of the following:

(1) Fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing.

(2) Receive public and private financing and funds.

(3) Authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received pursuant to paragraph (2) and pledged by the South Bay Regional Housing Trust.

(d) The South Bay Regional Housing Trust shall incorporate into its joint powers agreement annual financial reporting and auditing requirements that shall maximize transparency and public information as to the receipt and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the South Bay Regional Housing Trust.

(e) The South Bay Regional Housing Trust shall comply with the regulatory guidelines of each specific state funding source received.

SEC. 3. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances, described in Section 1 of this act, in the South Bay Cities region of Los Angeles County.

<CITY LETTERHEAD>

<DATE>

The Honorable Drew Boyles, Board Chair and
Members of the Board
South Bay Cities Council of Governments
2355 Crenshaw Blvd., Suite 125
Torrance, CA 90501

Re: Support for South Bay Regional Housing Trust Legislation and Budget Request

Dear Chair Boyles and Members of the Board:

On behalf of <CITY>, I offer our support in concept for legislation requested by the South Bay Cities Council of Governments' (SBCCOG) Board of Directors that would create a South Bay Regional Housing Trust. Our city is also supportive of the budget request for seed funding.

Residents throughout the State face an unprecedented housing affordability crisis. Our city intends to work with the SBCCOG as it further explores the feasibility of a regional housing trust that could facilitate the development of affordable housing in participating South Bay cities. **[Optional addition if your city supports joining the South Bay Regional Housing Trust in concept:** *At this time, understanding this is not a firm commitment, our city expects to be a charter member of the trust.***]**

We look forward to the final bill language as we further explore the possibility of joining the South Bay Regional Housing Trust should it be created.

Sincerely,

<SIGNATORY>
<TITLE>
<CITY>

SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

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

April 28, 2022

TO: South Bay City Managers and Community Development Directors

RE: Potential projects in your city for South Bay Regional Housing Trust and prospects of our city's intention to participate

Dear City Managers and Community Development Directors:

With the intention to create a regional housing trust, we felt it was imperative to get a sense of potential projects that might be submitted to the trust for funding consideration. No project will be considered by the trust without city approval, but it would be very helpful for us to know what potential projects you might be seeking trust funding for.

Therefore, we are asking you to submit any proposed developments that include or may include affordable units that your city could be supportive of. A high-level description of the project and its location would be helpful.

Please email the information to DavidL@southbaycities.org as soon as possible. Should you have any questions, please feel free to contact me at Jacki@southbaycities.org or (310) 371-7222.

Sincerely,

Jacki Bacharach

Jacki Bacharach,
SBCCOG Executive Director

Exploring the Creation of a South Bay Regional Housing Trust

What is a regional housing trust?



It's a **voluntary** multi-jurisdictional joint powers authority (JPA) that provides local officials a way to fashion affordable housing strategies tailored to the community's unique needs, conditions, and political culture



Could be used for new construction, preservation/rehabilitation of existing affordable housing, homeless housing services, and more, to provide an opportunity to meet RHNA requirements



Access federal/state budget funding (earmarks) and grants



No projects would be funded by the trust that have not been approved by the city first

Examples of other California regional housing trust JPAs

Orange County
(24 city members)

San Gabriel Valley
(22 city members)

San Mateo County
(20 city members)

Implementation Steps

Support State legislation and budget request

- Legislation to form the JPA is being evaluated
- $50M state budget request to seed the trust is being considered
  - San Gabriel Valley received $20M in FY21-22 and is expected to request $100M in FY22-23

→

Provide indication of initial city interest in participating (not a commitment)

→

Draft JPA documents, by-laws, and other administrative documents

→

Request final commitment on participation from cities after evaluation and due diligence

What is Today's Request?

- Support in concept for legislation to form the JPA
- Support the request for state budget funding
- Indicate whether your city would **consider** joining a regional housing trust, understanding there is no commitment to participation at this time

Questions?

Contacts

- SBCCOG Board Member & Hermosa Beach Councilmember Stacey Armato: sarmato@hermosabeach.gov

- SBCCOG Staff:
  - Jacki Bacharach, Executive Director: jacki@southbaycities.org
  - David Leger: davidl@southbaycities.org

Agenda Item No.: 13.A
Mtg. Date: 05/09/2022

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **RECEIVE AND FILE REPORT ON THE MARCH 30, 2022 FIRE FUEL COMMITTEE MEETING.**

DATE: **May 09, 2022**

BACKGROUND:

At the Fire Fuel Committee meeting on March 30, 2022, attendees received a presentation from Councilmember Leah Mirsch on reconsidering the approach to managing fire fuel in the canyons. The presentation discussed the following as basis for Councilmember Mirsch's request for the Committee to reconsider the mandatory approach:

- Fire Fuel Committee considered mandatory approach based on data that voluntary approach from 2008 to present day resulted in little action on the part of the residents.
- Inventory of the activities in 2020, 2021, and 2022 showed increased work by the community in managing fire fuel.
- Per the Los Angeles County Fire Department, fire fuel management is on-going maintenance and should be implemented in affordable amounts.
- City officials should support (any and all) progress in community activities to manage fire fuel.

Councilmember Mirsch suggested the following next steps:

1. Roll out the city sponsored educational videos on managing fire fuel in the canyons to continue to provide residents with education on fuel management measures.
2. City to monitor community activities through the Fire Department, communal bin events, chipping events, Republic Services data, complimentary home hardening inspections, and complimentary fire fuel in the canyons management inspections by retired Fire Department Forestry personnel.
3. Fire Fuel Committee to continue the development of fuel management measures with Wildland Res Management. Upon completion of the measures, recommend to the City Council to provide management measures to the community as guidelines and call on

the draft when meaningful progress is not observable.

DISCUSSION:
The Committee took public testimony on Councilmember Mirsch's presentation and discussed the matter. Residents informed the Committee that the magnitude of cost of fire fuel abatement on private property continues to be a concern.

Mayor Black commented that he supports the next steps suggested by Councilmember Mirsch and emphasized that the development of the draft ordinance should continue. Once the draft ordinance is developed, the City can observe fire fuel abatement progress in the community, as suggested by Councilmember Mirsch and call on the developed ordinance when necessary.

The Committee inquired with staff if there is clarity on the Committee's recommendation to the City Council. Staff summarized the March 14, 2022 City Council meeting where the City Council affirmed the work of Wildland Res Management to review the draft ordinance and provide feedback to the Committee. The affirmed action is in agreement with the Committee's discussion at the March 30, 2022 Fire Fuel Committee and as such the Committee will only provide a report on the March 30, 2022 Fire Fuel Committee meeting to the City Council.

The Committee was scheduled to meet on April 20, 2022 if Wildland Res Management was able to meet the deadline of mid-April to provide review comments. There was a delay in executing Wildland Res Management's professional services agreement that caused the cancellation of the April 20, 2022 meeting. The next Fire Fuel Committee meeting was rescheduled to May 4, 2022.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
FireFuelCommitteeMarch30-2022Agenda.pdf

City of Rolling Hills INCORPORATED JANUARY 24, 1957

2 Portuguese Bend Road
Rolling Hills, CA 90274

AGENDA
Special Fire Fuel Management Committee Meeting

FIRE FUEL MANAGEMENT COMMITTEE
Wednesday, March 30, 2022

CITY OF ROLLING HILLS
6:30 PM

1. CALL TO ORDER

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

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

3. ITEMS FOR DISCUSSION

3.A. RECONSIDER THE APPROACH TO MANAGING FIRE FUEL IN THE CANYONS

RECOMMENDATION: Receive a presentation from Fire Fuel Committee member Leah Mirsch and provide direction to staff

ApproachFuelMangaementCanyonsPresentation_F.pdf

4. ADJOURNMENT

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

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

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 3.A
Mtg. Date: 03/30/2022

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: **RECONSIDER THE APPROACH TO MANAGING FIRE FUEL IN THE CANYONS**

DATE: **March 30, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive a presentation from Fire Fuel Committee member Leah Mirsch and provide direction to staff

ATTACHMENTS:
ApproachFuelMangaementCanyonsPresentation_F.pdf

APPROACH TO MANAGING FIRE FUEL IN THE CANYONS

THE CITY OF ROLLING HILLS

FIRE FUEL COMMITTEE OF THE CITY COUNCIL

Wednesday, March 30, 2022, 6:30pm

LOS ANGELES COUNTY FIRE DEPARTMENT

- In 2008, the department provided a priority list of canyons in the community to reduce fuel loading to minimize wildfire risks.
- In 2021, the department was asked to provide a priority list of canyons and the list, in general, remained unchanged from 2008.
- In 2020, the department implemented year-round 410B inspections focused on roadside clearance to prepare evacuation routes for emergency events.
- In 2021, the department evaluated Storm Hill Park and advised the city to focus limited resources on priority list for fuel abatement.

CITY INITIATIVES AND ACTIONS

- In collaboration with the Fire Department, the city's Block Captain program worked with the department to implement complimentary home hardening inspections.
- Commissioned the Palos Verdes Peninsula Land Conservancy for fuel abatement in the Nature Preserve, the origin of the last wildfire in Rolling Hills.
- Initiated the Fire Fuel Committee of the City Council.
- Conducted focus group to gather community input and concerns.
- Sponsored hardening the home educational videos by the Lead block Capains.
- Implemented green waste communal bins event at no cost to residents.
- Advocated successfully for additional chipping days sponsored by the Rolling Hills Community Association.

CURRENT PROGRESS

- Fire Fuel Committee developed a mandatory approach to managing fuel in the canyons (draft ordinance).
- Fire Department's review of the draft ordinance defined the defensible space as 200 feet radius from structures but not beyond.
- Fire Department supports reduction of fuel loading in the canyons, providing expert opinions on the city's CalOES/FEMA grant project.
- Fire Fuel Committee recommended to and approved by the City Council the hiring of a fire expert, Wildland Res Management to provide guidance on ordinance development.

CONSIDERATIONS

- Public testimonies on implementation cost and burden to residents from managing fire fuel on private property.
  - Mandated removal of fire fuel in the canyons does not present an equitable share of community responsibilities.
  - Safety concerns.
  - Clearing causes erosion.
  - Clearing presents environmental impacts.
- Community resistance expressed at City Council meetings and Fire Fuel Committee meetings to mandate fire fuel management.
- Investigate other wildfire mitigation measures such as cameras.
- Misinformation in the community about the proposed requirements of the draft ordinance.
- No strong support from the full City Council on a mandatory approach.

FIRE FUEL ABATEMENT PROGRESS

- Two successful green waste communal events (August 2021, and January 2022). Communal events on-going twice per fiscal year. Events increase the amount of fire fuel (in tons) removed from the community.
- Anecdotal increased amount of home hardening projects by residents.
- Fire Department reports of compliance with year-round 410B roadside clearance citations.
- Fire Department observations of increased vegetation management by the entire community in the last 24 months.
- Continuous progress on the city's CalOES/FEMA grant with over 80% participation by residents within the project area.

RECONSIDERATION OF APPROACH

- Fire Fuel Committee considered mandatory approach based on data that the voluntary approach from 2008 to present day resulted in little action on the part of the residents.
- Inventory of the activities in 2020, 2021, and 2022 showed increased work by the community in managing fire fuel.
- Per the Fire Department, fire fuel management is on-going maintenance and should be implemented in affordable amounts.
- City officials should support (any and all) progress in community activities to manage fire fuel.

SUGGESTIONS

- Roll out the city sponsored education videos on managing fire fuel in the canyons to continue to provide residents with education on fuel management measures.
- City to monitor community activities through the Fire Department, communal bin events, chipping events, Republic Services data, complimentary home hardening inspections, and complimentary fire fuel in the canyons management inspections by retired Fire Department Forestry personnel.
- Fire Fuel Committee to continue the development of fuel management measures with Wildland Res Management. Upon completion of the measures, recommend to the City Council to provide management measures to the community as guidelines and call on the draft when meaningful progress is not observable.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.A
Mtg. Date: 05/09/2022

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: **REVIEW OPTIONS FOR STATE OF THE CITY EVENT.**

DATE: **May 09, 2022**

BACKGROUND:
At the April 25, 2022 City Council Meeting the Council discussed the possibility of starting an annual State of the City to communicate the variety of accomplishments, projects (both completed or planned,) and issues facing the city within a given calendar year. Staff ultimately suggested returning with some options for the council to consider and take action on if so desired.

DISCUSSION:
Option 1 - In the month of July, host a morning or late afternoon event, open to all residents, on the lawn area in between City Hall and the Rolling Hills Community Association buildings. This could be similar to the 2021's Block Captain Appreciation event or the more recent event held to honor the retiring Core Deputies. Staff would coordinate food and beverages as well as seating, tables and a PA system.

Option 2 - In the month of July, publish a Special Blue Newsletter with a detailed State of the City message from the Mayor.

Regardless of either option chosen, staff can help facilitate a quarterly Message from the Mayor on the City Website under Mayor's Corner to keep residents up-to-date on information and projects that have impact on the city.

FISCAL IMPACT:
The cost to implement Option 1 would be in the range of $2,000 to $6,000. The cost to implement Option 2 would be in the range of $300 to $600.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.A
Mtg. Date: 05/09/2022

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

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

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

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION GOVERNMENT CODE SECTION 54956.9(d)(2)**

DATE: **May 09, 2022**

BACKGROUND:
A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, there is a significant exposure to litigation against the City.

Number of Potential Cases: 1
Letter from Californians for Homeownership dated March 3, 2022

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
None.

ATTACHMENTS: