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, September 12, 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. 1304 *Next Ordinance No. 380*

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 SEPTEMBER 12, 2022
RECOMMENDATION: Approve.
CL_AGN_220912_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: AUGUST 22, 2022
RECOMMENDATION: Approve as presented.
CL_MIN_220822_CC_F.pdf

7.D. PAYMENT OF BILLS.
RECOMMENDATION: Approve as presented.
CL_AGN_220912_PaymentofBills.pdf

7.E. APPROVE AMENDED AGREEMENT WITH BOLTON ENGINEERING TO FILE/ACHIEVE BUILDING PERMITS FOR THE TENNIS COURT ADA IMPROVEMENT PROJECT
RECOMMENDATION: Approve as presented.
CA_AGR_220912_PSA_BoltonEng_Amendment01_TennisCourtADA.pdf
Agreement_BoltonTennisCourtsGradingPlan_2017.pdf

7.F. AMENDMENT TO AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP (LSL) FOR AUDITING SERVICES TO EXTEND THE TERM FOR ONE YEAR TO COVER THE AUDIT OF THE CITY'S FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2022
RECOMMENDATION: Approve the third amendment to the agreement with Lance, Soll & Lunghard, LLP,for audit services to extend the agreement for one year covering the FY 2021/22 audit.
CA_AGR_220912_LSL_PSA_ Amendment_02.pdf
CA_AGR_220912_LSL_ExhibitA_Quote.pdf
Audit LSL fullyExecuted2016-2019.pdf

7.G. REVIEW FIRE SAFETY MITIGATION LIST FROM THE FIRE FUEL COMMITTEE DEVELOPED AT THE MARCH 1, 2022 MEETING; AND RECEIVE AND FILE AN UPDATE ON ITEMS ON THE MITIGATION LIST.
RECOMMENDATION: Receive and file.
Addtl_Fire_Safety_Recommendations.pdf

7.H. RECEIVE AND FILE A REPORT ON THE JULY 28, 2022 TRAFFIC COMMISSION MEETING
RECOMMENDATION: Receive and file.
Email_from_Smith_062122.pdf
May 2022 RH Traffic (002).pdf

7.I. RECEIVE AND FILE CORRESPONDENCE WITH THE CITY OF TORRANCE REGARDING DIRECTION TO WITHDRAW PARTICIPATION IN THE TORRANCE AIRPORT STORMWATER BASIN PROJECT
RECOMMENDATION: Receive and file.
CL_AGN_220912_TorranceAirportBasinProject_RemovalEmail.pdf

7.J. RECEIVE AND FILE THE BLOCK CAPTAIN PROGRAM LEADERSHIP GROUP RECRUITMENT SCHEDULE

RECOMMENDATION: Receive and file.

7.K. RECEIVE AND FILE NOTICE OF NOMINEES FOR PUBLIC OFFICE
RECOMMENDATION: Receive and file.
CL_PBN_220901_NoticeOfElectionNominees_E.pdf

7.L. RECEIVE AND FILE CITY HALL LANDSCAPE SERVICES REQUEST FOR PROPOSAL
RECOMMENDATION: Receive and file.
PW_LND_220822_RFP_LandscapeMaintenanceServices_F_A.pdf

7.M. RECEIVE AND FILE CITY HALL REQUEST FOR PROPOSAL TO EVALUATE EXISTING HEATING, VENTILATION AND AIR CONDITIONING (HVAC) AT CITY HALL, AND PROVIDE ENGINEERING DESIGN FOR A FUNCTIONING SYSTEM
RECOMMENDATION: Receive and file.
PW_CHC_220902_CHC_HVAC_RFP_F.pdf

7.N. RECEIVE AND FILE A REPORT ON THE CLOSURE OF THE CITY HALL CAMPUS RECYCLING CENTER
RECOMMENDATION: Receive and file.
CL_AGN_220912_CC_RecyclingCenter.pdf

8. EXCLUDED CONSENT CALENDAR ITEMS

9. COMMISSION ITEMS

9.A. RECEIVE AND FILE A PLANNING COMMISSION DECISION TO APPROVE ZONING CASE NO. 22-14: SITE PLAN REVIEW TO CONSTRUCT A NEW 525-SQUARE-FOOT GARAGE ATTACHED BY A BREEZEWAY TO THE RESIDENCE, CONVERT AN EXISTING GARAGE TO HABITABLE SPACE, INTERIOR REMODEL, NEW PATIO WITH TRELLIS, LANDSCAPING, AND HARDSCAPING; AND VARIANCE REQUESTS TO ENCROACH INTO THE REAR AND SIDE YARD SETBACKS, AND DEVIATE FROM THE REQUIREMENT TO PROVIDE A STABLE AND CORRAL SET ASIDE ON A PROPERTY LOCATED AT 2 FLYING MANE ROAD (Lot 62-A-SF)
RECOMMENDATION: Receive and file.
Vicinity Map - 2 Flying Mane Road.pdf
2 FLYING MANE RD VICINITY-PROXIMITY MAP.pdf
Development Table (ZC 22-14).pdf
2022-14_PC_Resolution_2FlyingManeRoad_ZC 22-14_E.pdf
SATO DD 080922.pdf
2 Flying Mane Landscape Set_30X42 2.pdf

9.B. RECEIVE AND FILE A PLANNING COMMISSION DECISION TO APPROVE ZONING CASE NO. 21-02, MODIFICATION NO. 1: REQUEST FOR APPROVAL OF A SITE PLAN REVIEW TO DEMOLISH AN EXISTING RESIDENCE AND CONSTRUCT A NEW 5,215-SQUARE-FOOT SINGLE-FAMILY RESIDENCE AND RELATED IMPROVEMENTS INCLUDING NON-EXEMPT GRADING; VARIANCE TO CONSTRUCT A FIVE-FOOT-HIGH RETAINING WALL IN THE SETBACK AREA AND CONDUCT NON-EXEMPT GRADING; MODIFICATION TO ADD A

1,428-SQUARE-FOOT BASEMENT, STAIRCASE, AND RETAINING WALL ON A PROPERTY LOCATED AT 11 FLYING MANE ROAD (LOT 53-SF), ROLLING HILLS, CA (NEVENKA LCC)

RECOMMENDATION: Receive and file.

Vicinity Map - 11 Flying Mane Road.pdf
Development Table (ZC 21-02)_Mod1.pdf
11 Flying Mane - vicinity-proximity map.pdf
2022-13_PC_Resolution_11FlyingManeRoad_ZC 21-02mod_E.pdf
2022-07_PC_Resolution_11FlyingManeRoad_ZC 21-02_E.pdf
11 Flying Mane - Amended Plans Part 1 - 220725.pdf
11 Flying Mane - Amended Plans Part 2 - 220725.pdf

10. PUBLIC HEARINGS

11. OLD BUSINESS

11.A. APPROVE FINANCE/AUDIT/BUDGET COMMITTEE RECOMMENDATION TO AMEND THE CITY'S GENERAL FUND RESERVE POLICY

RECOMMENDATION: Approve as presented

CL_AGN_220822_FBA_ReservePolicyDiscussion.pdf

11.B. RECEIVE AN UPDATE ON THE CREST ROAD EAST AND EASTFIELD DRIVE ELECTRIC UTILITY UNDERGROUNDING PROJECTS AND PROVIDE DIRECTION ON THE EASTFIELD DRIVE FEMA/CALOES GRANT

RECOMMENDATION: Receive report and provide direction to staff.

Hahn_Rule 20A Donation Approval.pdf

11.C. RECEIVE REPORT ON THE SEPTEMBER 1, 2022 ROLLING HILLS COMMUNITY ASSOCIATION (RHCA) BOARD MEETING ON THE CITY'S OUTDOOR SIREN PROJECT; CONSIDER PROJECT OPTIONS PROPOSED BY HQE; AND PROVIDE DIRECTION TO STAFF.

RECOMMENDATION: Receive report, consider project options and provide direction to staff.

CL_AGN_220912_CC_PublicComment02.pdf
CL_AGN_220912_CC_PublicComment01.pdf
CL_AGN_220912_CC_PublicComment04.pdf
CL_AGN_220912_CC_PublicComment03.pdf
CL_AGN_220912_HQE Systems_Feasbility Study.pdf

12. NEW BUSINESS

12.A. CONSIDER FUEL LOAD REDUCTION MAINTENANCE IN THE PHASE THREE AND FOUR AREAS BY THE PALOS VERDES PENINSULA LAND CONSERVANCY.

RECOMMENDATION: Staff recommends that the City Council invest in the maintenance costs for 2023 for the Phase 3 and 4 areas for a total of $26,000 and direct staff to work with PVPLC and the City Attorney's office on a contract amendment.

PVPLC Reducing Fuel Load Project Maintenance RH 2023.pdf
PVPLC Reducing Fuel Load Project Update -2022.pdf
Fuel Load Reduction Phase 4 Presentation.pdf

4th_Amendment.pdf
3rd_Amendment.pdf
2nd_Amendment.pdf
1st_Amendment.pdf
PVP Land Conservancy Agreement_2019-11-15.pdf

12.B. APPROVE THIRD AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH ALAN PALERMO FOR PROJECT MANAGEMENT SERVICES FOR FISCAL YEAR 2022-2023

RECOMMENDATION: Approve as presented.

CA_AGR_220912_PSA_Alan Palermo_ThirdAmendment.pdf
CA_AGR_220912_PSA_Alan Palermo_ThirdAmendment_ExhibitA.pdf
Alan Palermo Agreement - Signed_July_2019.pdf
Alan Palermo Service Agreement FINAL 2020.28.09.pdf
2021-11-09_2ndAmend-AlanPalerm.pdf

12.C. CONSIDER THREE PROPOSALS FOR GEOTECHNICAL SERVICES NECESSARY FOR THE CITY HALL ADA IMPROVEMENT PROJECT AND DIRECT STAFF TO PREPARE A PROFESSIONAL SERVICES AGREEMENT WITH GMU FOR A NOT-TO-EXCEED AMOUNT OF $9,700

RECOMMENDATION: Approve as presented.

Geotechniques_20220830_geotech proposal.pdf
GMU_P-22212 City Hall ADA Addition (8-22-22).pdf
Ninyo and Moore_04IRV02-03763.pdf

13. MATTERS FROM THE CITY COUNCIL

13.A. DISCUSS COYOTE CONTROL MEASURES (BLACK)

RECOMMENDATION: Discuss the matter and provide direction to staff.

2022.05.01_Animal Care and Control Agreement779.pdf

13.B. DISCUSSION REQUEST BY THE WOMEN'S CLUB BEAUTIFICATION COMMITTEE FOR NEW FENCING ALONG ON PORTUGUESE BEND ROAD, ADJACENT TO CITY HALL CAMPUS (BLACK)

RECOMMENDATION: Provide direction to staff.

CL_AGN_220912_CC_WomensClub_Letter.pdf
CL_AGN_220912_CC_WomensClub_Fencing_PublicComment01.pdf

14. MATTERS FROM STAFF

15. RECESS TO CLOSED SESSION

16. RECONVENE TO OPEN SESSION

17. ADJOURNMENT - THIS MEETING WILL BE ADJOURNED IN THE MEMORY OF ROLLING HILLS RESIDENT AND BLOCK CAPTAIN TUBA GHANNADI WHO PASSED AWAY

Next regular meeting: Monday, September 26, 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: 09/12/2022

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 AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF SEPTEMBER 12, 2022

DATE: September 12, 2022

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_220912_CC_AffidavitofPosting.pdf

Administrative Report

7.A., **File #** 1405 **Meeting Date**: 09/12/2022

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF SEPTEMBER 12, 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 City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php
Meeting Date & Time	September 12, 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: September 9, 2022

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.B
Mtg. Date: 09/12/2022

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

DATE: **September 12, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.C
Mtg. Date: 09/12/2022

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 THE FOLLOWING CITY COUNCIL MINUTES: AUGUST 22, 2022**

DATE: **September 12, 2022**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_220822_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, August 22, 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 Black presiding.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE – Councilmember Dieringer

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

4.A. PRESENTATION BY CALIFORNIA WATER SERVICE ON THE DROUGHT, WATER-USE RESTRICTIONS AND CONSERVATION

Presentation by Tammie Myers, California Water Service

Public Comment: Beth Howell, Melissa McNabb

5. BLUE FOLDER ITEMS (SUPPLEMENTAL) – NONE

6. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Judy Martin, Beth Howell, Shirley Langer

Mayor Black requested that staff agendize a future item regarding requests of the Beautification Committee and whether the Rolling Hills Community Association could handle the fence replacement along Portuguese Bend Road.

7. CONSENT CALENDAR

7.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF AUGUST 22, 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. PULLED BY COUNCILMEMBER DIERINGER

7.D. PAYMENT OF BILLS

7.E. FOR SECOND READING AND ADOPTION: ADOPT BY TITLE ONLY ORDINANCE NO. 376 AMENDING CHAPTER 17.28 OF THE MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

7.F. PULLED BY COUNCILMEMBER DIERINGER

7.G. INTERIM FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to approve Consent Calendar, with changes or additions per Blue Folder Items, excluding Items 7C and 7F. Motion carried unanimously with the following vote:

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

8. EXCLUDED CONSENT CALENDAR ITEMS

7.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: AUGUST 8, 2022

Motion by Councilmember Dieringer to withdraw language stating “without objection” from Item 11A. Motion failed for lack of a second.

Motion by Councilmember Dieringer to change language for the last portion of Item 11A to read “bring back a properly agendized item for a future agenda to the council for discussion of the HQE Siren system and whether to approve any of the three proposed siren options presented.” Motion failed for lack of a second.

Motion by Councilmember Mirsch, seconded by Mayor Black directing staff to include an item in the blue newsletter informing the public that the meeting notes are action item style notes and that all of the audio and video is available on the website so they can hear the entire discussion. Motion carried unanimously with the following vote:

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

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to approve Item 7C as presented. Motion carried with the following vote:

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

7.F. APPROVE RESOLUTION NO. 1304 MODIFYING A REIMBURSEMENT POLICY IN ACCORDANCE WITH GOVERNMENT CODE §§ 53232.2 AND 53232.3 AND REPEALING RESOLUTION NO. 1002

Motion by Mayor Black, seconded by Councilmember Pieper to modify section 4B to read as “Further, a collective five thousand dollars ($5,000.00) is allocated for travel, meals, lodging and other expenses associated with attendance at eligible conferences for the City Council.” Motion carried with the following vote:

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

Motion by Councilmember Dieringer to modify section 4B to increase the amount allowable for conference expenses from $5,000 to $6,000. Motion failed for lack of a second.

Motion by Councilmember Dieringer, seconded by Councilmember Pieper to modify section 5A by removing "Lodging and miles shall be reimbursed pursuant to Government Code 53232.2" and replacing with "Travel, meals, lodging and any other expenses are reimbursable at a reasonable rate that is not lavish or extravagant." Motion carried unanimously with the following vote:

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

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to modify section 5B revising the language to reflect "expense reports within sixty (60) days after the event," "Proof of payment is required as part of the necessary documentation," and "all reimbursement requests for each fiscal year must be submitted before July 31 of the following fiscal year in which the expenses were incurred." Motion carried unanimously with the following vote:

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

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to approve Item 7.F as altered. Motion carried unanimously with the following vote:

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

9. COMMISSION ITEMS – NONE

10. PUBLIC HEARINGS – NONE

11. OLD BUSINESS

11.A. RECEIVE AND FILE AN UPDATE ON FUEL LOAD REDUCTION FROM THE PVP LAND CONSERVANCY FOR PHASE I, II, III, and IV

Presentation by Cris Sarabia, Palos Verdes Peninsula Land Conservancy

Public Comments: Alfred Visco

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

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

11.B. RECEIVE AN UPDATE ON THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD'S REVIEW OF THE PROPOSED APPROACH FOR STORMWATER COMPLIANCE FOR MACHADO LAKE; AND DIRECT STAFF NOT TO PARTICIPATE IN THE TORRANCE AIRPORT STORMWATER BASIN PROJECT

Presentation by Elaine Jeng, City Manager

Motion by Councilmember Pieper, seconded by Councilmember Mirsch to receive report and direct staff to inform the City of Torrance on not participating in the Torrance Airport Stormwater Basin project. Motion carried unanimously with the following vote:

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

12. NEW BUSINESS – NONE

13. MATTERS FROM THE CITY COUNCIL

13.A. DISCUSSION ON THE TRADITION OF TAKING CITY COUNCIL PHOTOS ANNUALLY (MIRSCH)

Public Comment: Jim Aichele

Motion by Councilmember Mirsch, seconded by Councilmember Pieper to not take pictures for this year. Motion carried unanimously with the following vote:

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

14. MATTERS FROM STAFF

14.A. FIRE FUEL ABATEMENT ENFORCEMENT QUARTERLY REPORT FOR THE SECOND QUARTER OF 2022 (APRIL 1 THROUGH JUNE 30)

Presentation by John Signo, Planning & Community Services Director

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

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

Planning & Community Services Director Signo also reported that staff intended to report out on Planning Commission Actions at future meetings to keep Council apprised. Mayor Black requested a discussion of this matter be agendized for the September 26th meeting.

15. RECESS TO CLOSED SESSION – NONE

16. RECONVENE TO OPEN SESSION – NONE

17. ADJOURNMENT: 8:51 P.M.

The meeting was adjourned at 8:51 p.m on August 22, 2022. The next regular meeting of the City Council is scheduled to be held on Monday, September 12, 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: 09/12/2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CONNIE VIRAMONTES , ADMINISTRATIVE ASSISTANT

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: PAYMENT OF BILLS.

DATE: September 12, 2022

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_220912_PaymentofBills.pdf

CITY OF ROLLING HILLS
AP23-007, ACH23-005 through ACH23-009
Check Run 08-12-2022 through 08-30-2022

Check No.	Check Date	Payee	Description	Amount
027739	8/30/2022	Alan Palermo Consulting	August 2022 Svcs - City HallADA, Sewer, Block Captain	$ 2,560.00
027740	8/30/2022	Bennett Landscape	08-08-22 repaired irrigation @ Palos Verdes Dr.	$ 85.19
027741	8/30/2022	Chambers Group	Professional Services July 2022 Project 21330	$ 14,908.67
027742	8/30/2022	Connie Viramontes	Reimbursement July 25-27, 2022 C. Viramontes	$ 68.51
027743	8/30/2022	Daily Breeze	April 2022 Advertising Legal CLS	$ 1,190.84
027744	**8/30/2022**	**Elaine Jeng**	**Reimbursement from 07-12 to 8-18 2022 for E. Jeng VOID Incorrect amount**	**<128.01>**
027745	8/30/2022	McGowan Consulting	Municipal Stormwater Consulting Services July 22	$ 6,438.50
027746	8/30/2022	Michele Jane Beilke	Refund View Impairment for 2 El Concho Lane	$ 2,000.00
027747	8/30/2022	Orkin	Monthly Pest Control August 2022	$ 310.00
027748	8/30/2022	Palos Verdes Security Sys, Inc.	September 2022 CCTV Lease 09-01 to 09-30 2022	$ 168.00
027749	8/30/2022	Rolling Hills Community Assn.	RHCA Maintenance Work 8-23-2022	$ 115.08
027750	8/30/2022	South Bay Chamber Music Society Inc.	Donation 2022	$ 600.00
027751	8/30/2022	Stephens Plumbing Heating & Air Conditioning	Repaired floor drain @ 2 Portuguese Bend Rd.	$ 385.00
027752	8/30/2022	Thomas Murray	Refund for 2 Possum Ridge Road Permit #866	$ 1,000.00
027753	8/30/2022	Willdan Inc.	Professional Services July 22 Project 105238.00	$ 697.50
027753	8/30/2022	Willdan Inc.	Professional Services July 22 Project 111270.00	$ 3,120.00
CHECK TOTAL			$ 3,817.50	
ACH-090	8/23/2022	The Gas Company	Gas Usage 07-11-2022 to 8-9-2022	$ 22.32
ACH-091	8/23/2022	Delta Dental	Dental Insurance month of September 2022	$ 967.27
ACH-092	8/30/2022	Vision Service Plan - (CA)	Vision Insurance Month of September 2022	$ 160.65
ACH-093	8/30/2022	ELAN Cardmember Services	Credit Card payment for 07-6-22 to 08-03-2022	$ 1,409.85
ACH-094	8/12/2022	CalPERS	PERS RETIREMENT PR#16 Ending 08-09-2022	$ 3,700.14
ACH-095	8/12/2022	CalPERS	PERS Health August 2022	$ 9,947.97
ACH-096	8/12/2022	Vantagepoint Transfer Agents - 306580	ICMA Deferred Comp PR#16 ending 08-09-2022	$ 1,912.49
ACH-097	8/26/2022	CalPERS	PERS Retirement PR#17 Ending 08-23-2022	$ 3,471.74
ACH-098	8/26/2022	Vantagepoint Transfer Agents - 306580 ICMA	ICMA Deferred Comp PR#16 ending 08-09-2022	$ 1,772.37
PR LINK	8/24/2022	PR LINK - Payroll & PR Taxes PR#17	Payroll Processing Fee PR#17 08/10/2022 - 08/23/2022	$ 66.76
PR LINK	8/24/2022	PR LINK - Payroll & PR Taxes PR#17	Pay Period -PR#17 08/10/2022 - 08/23/2022	$ 21,258.27
Report Total				**$ 78,337.12**

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

78,337.12 for the payment of above items.

9/01/2022

Elaine Jeng, P.E., City Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.E
Mtg. Date: 09/12/2022

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 AMENDED AGREEMENT WITH BOLTON ENGINEERING TO FILE/ACHIEVE BUILDING PERMITS FOR THE TENNIS COURT ADA IMPROVEMENT PROJECT**

DATE: **September 12, 2022**

BACKGROUND:
In August 2017, the City of Rolling Hills hired Bolton Engineering to prepare grading and related plans and documents for the Tennis Court Area Improvement Project. The project was put on hold when the design for the proposed 8" sewer line project was approved by the City Council and when RHCA decided to revise their proposed plans for the tennis courts. Bolton Engineering was able to complete the plans and submit them for plan check with Building and Safety. Bolton Engineering was in the process of responding to corrections when the process was put on hold. The City would like to have Bolton Engineering bring the project plan check through completion and conduct on site inspection during construction. Bolton Engineering submitted the cost to update the plans for $5,000. Construction inspection services will also be provided but under Time and Material.

DISCUSSION:
On May 10, 2021 this item was presented to the City Council and unanimously approved. City staff inadvertently did not return with the necessary amended agreement and recently realized the omission from past agendas while in discussions regarding the proposed tennis court ADA designs as presented by the Rolling Hills Community Association. This item corrects the previous omission in order to ensure potential issues can be discussed and Bolton can continue the necessary plan check deliverables.

FISCAL IMPACT:
An additional five thousand dollars ($5,000.00) is added to the permitted compensation under this First Amendment and is included in the FY 22-23 Budget.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_220912_PSA_BoltonEng_Amendment01_TennisCourtADA.pdf
Agreement_BoltonTennisCourtsGradingPlan_2017.pdf

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 12th day of September, 2022, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and BOLTON ENGINEERING, CORP.(hereinafter the "CONSULTANT"). CITY and CONSULTANT are sometimes referred to in this First Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

A. CITY and CONSULTANT have entered into that certain Professional Services Agreement for Emergency Communications System services last executed on August 17, 2017 (the "Agreement").

B. The Parties now desire to amend the Agreement in order to extend the term, provide for additional work to be completed by the CONSULTANT, and provide for additional compensation to CONSULTANT ("First Amendment").

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

1. Section 2 "Scope of Work" of the Agreement is amended to read as follows:

"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. In addition to the work set forth in Exhibit A, Consultant shall also perform the following work related to the improvements to and around the Tennis Court Area to the satisfaction of the City: prepare and take design plans through the plan check process with the County Building Divisions and address all plan check comments so that permits are ready to be pulled.

The term of the Agreement shall be from August 26, 2021 to August 26, 2024 unless terminated sooner pursuant to the provisions of this Agreement. Such term may be extended upon written agreement of both CITY and CONSULTANT."

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

"3. COST. The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under the Agreement at the rates and in the manner established in the attached Exhibit A.

A. Compensation. An additional five thousand dollars ($5,000.00) is added to the permitted compensation under this First Amendment. Thus, total expenditure made under this Agreement (original Agreement and this First Amendment) shall not exceed

the sum of thirteen thousand dollars ($13,000.00). This fee includes all expenses, consisting of all incidental blueprinting, photograph, travel, attendance at meetings and miscellaneous costs, estimated to be accrued.

3. Section 9 "Term of Contract" of the Agreement is amended to read as follows:

"9. TERM OF CONTRACT
This contract shall be valid until September 1, 2024. The City Manager may extend this contract with proof of a good cause. Such extension shall be in writing by the City Manager and the CONSULTANT."

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

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

CITY OF ROLLING HILLS **DAN BOLTON, BOLTON ENGINEERING CORP.**

_____ _____
ELAINE JENG, City Manager Dan Bolton

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

APPROVED AS TO FORM:

_____
MICHAEL JENKINS
CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of August 2017 at City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, hereinafter called the CITY and Bolton Engineering, Corp. hereinafter called the CONSULTANT.

1. RECITALS

A. The City desires to retain CONSULTANT to prepare grading and related plans and documents for the Tennis Court Area Improvement project. The scope of the project is to replace the existing gazebo with a cabana and outdoor kitchen, make the area ADA accessible, update the bathroom at the back of gatehouse to be ADA compliant and create a handicap parking space adjacent to court #1. The ADA improvements include all hardscape (ramps, stairways, railings, irrigation, landscape lighting and landscaping) and demolition of the existing structures and hardscape. The grading plans are necessary to implement the improvements for the ADA components of the project.

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

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agree to perform the services set forth in this Agreement.

2. **SCOPE OF WORK**. Consultant shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A.

3. **COST**. The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under the Agreement at the rates and in the manner established in the attached Exhibit A.

A. Compensation. Total expenditure made under this Agreement shall not exceed the sum of **8,000**. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings and miscellaneous costs, estimated to be accrued.

Any increase in the compensation or scope of work shall be by express written amendment approved by the City Manager and CONSULTANT.

4. **METHOD OF PAYMENT**. CONSULTANT shall be reimbursed in one lump sum upon completion of the processing of the grading/drainage and related plans through the LA County Building and Safety Department, for issuance of grading permit.

CONSULTANT shall submit an invoice in duplicate addressed to the CITY, c/o Planning Department, 2 Portuguese Bend Road, Rolling Hills, CA 90274.

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this agreement upon execution of this agreement.

7. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's California office during the contract period and thereafter for five years from the date of final payment.

8. OWNERSHIP OF DATA

All data, maps, photographs, and other material collected or prepared under the contract shall become the property of the CITY.

9. TERM OF CONTRACT

This contract shall be valid for one year from execution of this agreement. The City Manager may extend this contract with proof of a good cause. Such extension shall be in writing by the CITY Manager to the CONSULTANT.

10. TERMINATION

This contract may be terminated at any time for breach and the CITY may terminate unilaterally and without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

11. ASSIGNABILITY

CONSULTANT shall not assign or transfer interest in this contract 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 contract, or any subcontract requiring the approval of the CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

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, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. INDEMNITY

CONSULTANT agrees to indemnify the CITY, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortuous acts, errors or omissions of CONSULTANT, its agents, employees, subcontractors, or invitees, provided for herein. CONSULTANT will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection herewith. CONSULTANT will promptly pay any judgment rendered against CITY, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities. In the event CITY, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CONSULTANT for such damages or other claims arising out of or in connection with the sole negligence of CONSULTANT hereunder, CONSULTANT agrees to pay CITY, its officers, agents, or employees, any and all costs and expenses incurred by CITY, its officers, agents or employees in such action or proceeding, including but not limited to reasonable attorney's fees.

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.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $1,000,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California.

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

C. Additional Insured. City, its elected and appointed officers, agents, and employees shall be named as additional insured on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) (ii) and (iii) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. All required insurance policies are subject to approval of the City Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefore at CONSULTANT'S expense.

16. 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.

17. 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.

18. INDEPENDENT CONSULTANT

The CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant. 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.

19. ENTIRE AGREEMENT OF THE PARTIES

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

20. 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:

RAYMOND R. CRUZ

DATE: 9/29/17

CONSULTANT

DAN BOLTON, BOLTON ENGINEERING CORP.

DAN BOLTON

DATE: 8.29.17

ATTEST:

INTERIM CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY

Bolton Engineering Corporation
25834 Narbonne Avenue #210
Lomita, CA 90717
Phone (310) 325-5580

EXHIBIT A

March 1, 2017

City of Rolling Hills
Attn: Ray Cruz
2 Portuguese Bend Road
Rolling Hills, CA 90274

RE: PROPOSAL - CIVIL ENGINEERING
RHCA Tennis Court

Dear Mr. Cruz:

We are in receipt of preliminary plans for the subject project which depicts a new cabana, shed, and associated ADA pathways to be located adjacent to the existing RHCA tennis courts. To authorize work under the outlined terms, please sign one copy of this document and return to our offices with retainer. Thank you for the opportunity to propose on this project.

I. Scope of Work: Civil

- Fine Grading and Drainage Plans: Prepare fine grading, drainage, and erosion control plan for the proposed development. Provide earth work quantity study, as well as hydrology & hydraulics study. Includes one site meeting with the City and RHCA to review plans.
- Low Impact Development (LID) Plans: Prepare LID plan and report in accordance with County of Los Angeles Low Impact Development Standards Manual. Includes one meeting at the County to discuss LID requirements.
- Retaining Wall Plan: If required, prepare retaining wall plan and calculation package for submittal to County of Los Angeles for area adjacent to proposed shed and along walkways.
- Processing: Bolton Engineering will process the Grading / Drainage Plan and Retaining Wall Plan through the County of Los Angeles.

Approximate Fee:	**$8,000.00**
Total Approximate Fee:	***$ 8,000.00***
Required Retainer:	***$ Waived***

II. Deliverables

Hard copies and digital copies of plans and calculations, as outlined in the Scope of Work, suitable for submittal to the County of Los Angeles.

III. Requirements

We anticipate receiving the following documents in order to prepare the Scope of Work, above:

- CAD file for the architectural plan sets, including site plan, sections, elevations, and roof plan with downspout locations in AutoCAD 2014 version or equivalent.
- Soils report for project site (if available)

IV. Exclusions

- No structural design for the proposed cabana or shed will be performed as it is understood that this is being taken care of by the County of Los Angeles. If structural design is required it can be provided for an additional fee.
- No Conditions of Approval have been provided, BEC has not performed due diligence on the owner's behalf and no representation is made as to the viability of the project. It is assumed that off site and public improvements are sufficient to serve the project and any required off site work, in the public right-of-way, is in addition.
- Improvement plan scope is limited to the plans listed above; no off site work is included.
- It is assumed that the processing of plans and approvals through the County and other required entities, other than those noted under the Scope of Work, will be done by the Client or another consultant. If meetings at the City or on-site (other than the one included meeting) are required, they will be charged on a time and materials basis.

Bolton Engineering Corporation
25834 Narbonne Avenue #210
Lomita, CA 90717
Phone (310) 325-5580

- Bolton Engineering Corp. does not engage in soils engineering or engineering geology. If these services are required, they are outside the scope of this proposal and will require a separate consultant.
- Low Impact Development requirements of the County of Los Angeles prioritize infiltration design; it is recommended that the project soils engineer address feasibility of infiltration in his report.
- We are under the assumption that less than an acre is proposed to be disturbed by this project and that a State Storm Water Pollution Prevention Plan (SWPPP) is not required and therefore is excluded part of this proposal. However, it can be provided for an additional fee should the City require SWPPP during plan check.
- Construction management, staking, surveying other than that specifically outlined above, and permanent and temporary excavation support (retaining structures and shoring) has not been included in this proposal and can be provided for an additional fee.
- Inspections are not included in this Scope of Work but can be provided on a time and materials basis.
- Project revisions, representation at public hearings or other meetings required to present the project are not included in the above fee and are proposed to be billed on a time and materials basis.
- All fees or levies required by government agencies will be assumed by the client. Reproduction and other incurred costs on the client's behalf are additional.

Hourly Rates are as follows:

Reg. Chief Engineer - $175.00	Drafting -	$ 90.00	Senior Engineer -	$150.00
Reg. Civil Engineer - $150.00	Engineer -	$120.00	Principal -	$260.00
2 person Survey Party - $230.00	Designer -	$110.00	Surveyor Office -	$110.00
1 person Survey Party- $120.00			Reg. Land Surveyor	$140.00

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. The client agrees to limit the total aggregate liability of BEC to the client and all contractors and subcontractors on the project due to negligent acts, errors and omissions by BEC so that such liability shall not exceed the total fee for engineering services. 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.

Regards,

Tavisha Nicholson
BOLTON ENGINEERING CORP.

Accepted By:

Signature _____ Date: _____

Print Name _____

Title _____

Agenda Item No.: 7.F
Mtg. Date: 09/12/2022

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **AMENDMENT TO AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP (LSL) FOR AUDITING SERVICES TO EXTEND THE TERM FOR ONE YEAR TO COVER THE AUDIT OF THE CITY'S FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

DATE: **September 12, 2022**

BACKGROUND:
Each year the City is required to have an audit performed of their annual financial statements and internal control procedures by an independent certified public accounting firm. Since 2016, the City of Rolling Hills has used LSL to perform the annual audit. The current agreement, including two amendments, expired with the conclusion of the audit for fiscal year 2020/21, requiring that the City either extend the current agreement to cover fiscal year 2021/22 or hire another firm.

DISCUSSION:
In general, it is a good practice to change auditors every 3-5 years. In some case, retaining the same audit firm more than 5 years is appropriate, such as if there has been changes in the engagement partner and/or audit manager.

LSL has performed the audit for six years, starting with fiscal year 2016 through fiscal year 2021. Over the course of that period, the engagement partner has changed once and the audit manager has changed two or more times. In addition, both the engagement partner and audit manager who performed the audit last year are no longer with the firm.

Practically speaking, securing a new, qualified, auditor at this juncture would be very difficult as firms usually finalize their audit schedules by late spring since most of the audits are completed between September and December. It would likely take a minimum of six weeks to secure an audit firm. If we could find a firm, we would likely have to wait to have our audit completed after December 31, which is not ideal.

LSL has submitted a proposal in the amount of $19,100, which is $1,477 higher than the $17,623 paid last year.

Given the time constraints in selecting another firm and the recent changes in the partner and audit manager, staff recommends extending the contract with LSL for one more year and then conduct a search for a new audit firm next spring.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve the third amendment to the agreement with Lance, Soll & Lunghard, LLP,for audit services to extend the agreement for one year covering the FY 2021/22 audit.

ATTACHMENTS:
CA_AGR_220912_LSL_PSA_ Amendment_02.pdf
CA_AGR_220912_LSL_ExhibitA_Quote.pdf
Audit LSL fullyExecuted2016-2019.pdf

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 12th day of September, 2022, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and LANCE, SOLL & LUNGHARD, LLP CERTIFIED PUBLIC ACCOUNTANTS .(hereinafter the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to in this First Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

A. CITY and CONTRACTOR have entered into that certain Professional Services Agreement for Professional Independent Audit services dated on June 27, 2016 (the "Agreement").

B. The Parties first amended the Agreement for CONTRACTOR to provide Professional Independent Audit services for an additional year to cover the 2021 fiscal year ("Firs Amendment").

C. The Parties now desire to amend the Agreement again in order to extend the term so that CONTRACTOR can provide Professional Independent Audit services to the City to cover the 2022 fiscal year ("Second Amendment").

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

1. CONTRACTOR shall provide the Professional Independent Audit services for the 2022 fiscal year as outlined and for the price stated in Exhibit A to this Second Amendment.

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

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

CITY OF ROLLING HILLS **LANCE, SOLL & LUNGHARD, LLP.**

ELAINE JENG, City Manager Bryan Gruber CPA, Partner

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
MICHAEL JENKINS
CITY ATTORNEY

LSL CPAs AND ADVISORS

July 15, 2022

Robert Samario
Finance Director
City of Rolling Hills, CA

Dear Mr. Samario,

As you are aware, our contract with the City of Rolling Hills for auditing services will expire with the fiscal year ending June 30, 2022. Over the years, we have provided the City with auditing and accounting services which included:

- Performed a financial audit and assisted in report preparation of the Annual Financial Report of the City of Rolling Hills.
- Performed an AUP on the City Appropriations Limit
- Prepare the City's State Controller's report.
- Performed the Single Audit in accordance with Uniform Guidance as it pertains to federal award programs

We have made it an absolute priority to provide the City with the best service available and we would like to continue to provide this level of service. Since LSL specializes in the audits of local government and has an extensive government services staff, we provide for staff rotation on your engagement so that the City will always receive a fresh look at its system and records. This coupled with the knowledge base we have gained from working with the City over the years, provides for optimal audit services.

We would like to propose a one-year extension to our original agreement to provide continuous and undisrupted auditing services to the City. As a part of our services, LSL CPAs will continue to provide extensive Governmental Accounting Standards Board (GASB) assistance to the City throughout the year.

Please see the attached Appendix A for our proposed fees for the next year. The services to be performed, fee structure and billing methods would remain unchanged from our original agreement.

LSL CPAs looks forward to continuing to provide quality services to the City of Rolling Hills. Please sign below to acknowledge your acceptance of this agreement and return to my attention. Should you or any other representative of the City have additional questions regarding this agreement, please do not hesitate to contact Brandon Young, Partner at (916) 562-1579.

Very truly yours,

Lance, Soll & Lunghard, LLP

_____
Signature

_____

LSL CPAs AND ADVISORS

City of Rolling Hills

LSL CPAs – Quote for Audit Services
Appendix A

FEES	2021–2022
City Audit	$18,000
GANN Limit AUP	600
State Controller's Report	1,500
Single Audit (if required)**	4,500
Total	**$24,600**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

June 28, 2016

Mr. Bryan Gruber
Lance, Soll & Lunghard, LLP
Certified Public Accountants
203 N. Brea Blvd., Suite 203
Brea, CA 92821

Dear Mr. Gruber,

At its meeting of June 27, 2016, the Rolling Hills City Council approved a three year agreement between the City and LSL for professional independent audit services beginning with the FY 2015-16 audit.

Enclosed please find a fully executed copy of the agreement for your records.

Please give us a call if you have any questions or if you need any additional information.

Sincerely,

Heidi Luce

Heidi Luce
City Clerk

HL
06-28-16LSL_Agreement-ltr.docx

Enclosure

CITY OF ROLLING HILLS

AGREEMENT FOR SERVICES

This Agreement is made on this 27th day of June 2016, at Rolling Hills, California, by and between the City of Rolling Hills, a municipal corporation, 2 Portuguese Bend Road, Rolling Hills, California 90274 (hereinafter referred to as the "CITY") and Lance, Soll & Lunghard, LLP Certified Public Accountants, 203 North Brea Blvd., Suite 203, Brea, CA 92821 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire in 2019 upon completion of the 2017/18 annual audit unless extended in writing in advance by both parties. The CITY reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the CITY and the CONTRACTOR.

3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount as described in "Exhibit B" pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. **CONTRACT ADMINISTRATION.**

   5.1. **The CITY's Representative.** Unless otherwise designated in writing, Bryan Gruber shall serve as the CITY's representative for the

administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. **Manager-in-Charge.** For the CONTRACTOR, Bryan Gruber shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from the CONTRACTOR's negligent or wrongful acts, errors, or omissions in the performance of the services under this Agreement. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of the CONTRACTOR:

7.1. The CONTRACTOR shall provide a defense to the CITY indemnitees or at the CITY's option reimburse the CITY indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims; and

7.2. The CONTRACTOR shall promptly pay any final judgment or portion thereof rendered against the CITY indemnitees with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent or wrongful performance.

8. **INSURANCE REQUIREMENTS.**

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage**. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California in the amount of not less than one million dollars ($1,000,000). In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the 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 CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is

attached hereto and incorporated herein by reference as "Exhibit C."

8.1.2. **General Liability Coverage**. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage**. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. **Professional Liability Coverage**. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.1.5. **Self Insured Retention/Deductibles**. All policies required by this Agreement to name the CITY as additional insured shall allow CITY, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the City Manager. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY

pay the SIR or deductible on CONTRACTOR'S behalf upon the CONTRACTOR'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 CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.2. **Endorsements**. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

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

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

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

8.2.4. CONTRACTOR 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.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

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

8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor 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.

8.3. **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

8.4. **Certificates of Insurance**. The CONTRACTOR 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 CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. **Failure to Procure Insurance**. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY

and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. **Taxes**. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. **Workers' Compensation Law**. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3 **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The

CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

13. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative as described in "Exhibit A." All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours.

14. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. **INDEPENDENT CONTRACTOR.** The CONTRACTOR 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 CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

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

Such notices shall be deemed made when personally delivered or when

mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF ROLLING HILLS
2 Portuguese Bend Road
Rolling Hills, CA 90274

Attention: Finance Director

CONTRACTOR: Lance, Soll & Lunghard, LLP
Certified Public Accountants,
203 N. Brea Blvd., Suite 203
Brea, CA 92821

Attention: Bryan Gruber

17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

18. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 27th day of June, 2016.

CONTRACTOR: Lance, Soll & Lunghard, LLP

Bryan Gruber, CPA, Partner

CITY OF ROLLING HILLS:

Terry Shea, Finance Director

Raymond R. Cruz, City Manager

ATTEST:

Heidi Luce, City Clerk

Exhibit A

REQUEST FOR PROPOSAL & TECHNICAL PROPOSAL

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CITY OF ROLLING HILLS, CA

REQUEST FOR PROPOSAL FOR PROFESSIONAL INDEPENDENT AUDIT SERVICES

Fiscal Years 2015-16 through 2017-18
(With the option for each of the two subsequent fiscal years)

MAY 5, 2016

Please Submit Proposals to

Terry Shea
Director of Finance
City of Rolling Hills
finance@cityofrh.net

Deadline for Submittal of Proposals:

BEFORE
5 p.m. Tuesday, May 31, 2016

CITY OF ROLLING HILLS
REQUEST FOR PROPOSAL

1. INTRODUCTION

A. General Information

The City of Rolling Hills is requesting proposals from qualified certified public accountant firms to audit its financial statements for the three fiscal years beginning with the fiscal year ending June 30, 2016, with the option of auditing its financial statements for each of the two (2) subsequent fiscal years. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in *Government Auditing Standards* (1994) issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments, and Non-Profit Organizations.*

There is no expressed or implied obligation for the City of Rolling Hills to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, one (1) electronic copy (PDF) of a proposal must be received by Terry Shea, Director of Finance, City of Rolling Hills, finance@cityofrh.net by 5:00PM Tuesday May 31, 2016. The City of Rolling Hills reserves the right to reject any or all proposals submitted.

During the evaluation process, the City of Rolling Hills reserves the right, where it may serve the City of Rolling Hills's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Rolling Hills, firms submitting proposals will be requested to make oral presentations as part of the evaluation process.

The City of Rolling Hills reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Rolling Hills and the firm selected.

It is anticipated the selection of a firm will be completed by June 14, 2016. Following notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the City Council at its **June 20, 2016** meeting. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

B. Term of Engagement

It is the intent of the City to contract for the services presented herein for a term of three (3) years. The City of Rolling Hills reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm.

The proposal package shall present all-inclusive audit fees for each year of the contract term.

2. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

The City of Rolling Hills desires the Annual Financial Report for the City of Rolling Hills to be prepared by the independent auditor and be fully compliant for GASB 34 for the fiscal year ended June 30, 2016 and each of the subsequent years, June 30, 2017 and 2018 of the audit firm's contract with the City. In prior years the City submitted its CAFR to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program, but will no longer be preparing a CAFR for submission.

The selected independent auditor will be required to perform the following tasks.

1. The audit firm will perform an audit of all funds of the City of Rolling Hills. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller of the United States. **The City's Annual Financial Report will be prepared and processed by the audit firm.** The Annual Financial Report will be in full compliance with GASB 34 and 45. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.

2. The audit firm will prepare the Annual State Controller's Report.

3. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.

4. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager.

B. Auditing Standards to be Followed

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts;

2. The standards applicable to financial audits contained in Government Auditing Standards (2011 Revision), issued by the Comptroller General of the United States;

2. NATURE OF SERVICES REQUIRED (continued)

C. Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of Rolling Hills of the need to extend the retention period. The auditor will be required to make working papers available to the City of Rolling Hills or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

D. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Manager; City Attorney; and the Director of Finance.

3. DESCRIPTION OF THE GOVERNMENT

A. Background Information

The City of Rolling Hills is located within the Palos Verdes Peninsula portion of Los Angeles County, and services an area of 3 square miles with a population of 1,860. The City's fiscal year begins on July 1 and ends on June 30.

The City of Rolling Hills was incorporated in 1957 as a general law city which operates under a council/manager form of government. The city government provides a full range of municipal services either directly or through contracts. These include sheriff and animal control (which are contracted for with Los Angeles County), planning, building, solid waste, general administrative services. The City is a private gated community with no public roads and property in the City for recreational use is under an exclusive lease to the Rolling Hills Community Association.

The City of Rolling Hills's operating budget for FY 2015-16 is approximately $2.7 million for all funds combined.

B. Fund Structure

The City of Rolling Hills uses the following fund types and account groups in its financial reporting:

Fund Type/Account Group	*Number of Individual City Funds*
General Fund	1
Special Revenue Funds	6
Capital Projects Funds	2
Enterprise Funds	1
Internal Service Funds	1
Agency Funds	1

3. DESCRIPTION OF THE GOVERNMENT (continued)

C. Component Units

The City is defined, for financial reporting purposes, in conformity with the Governmental Accepting Standards Board's *Codification Governmental Accounting and Financial Reporting Standards,* Section 2100. Using these criteria, component units are included in the City's financial statements.

There are no Component Units.

D. Finance Operations

The Finance Department is headed by the Director of Finance and is contracted out to Rogers, Anderson, Malody & Scott, LLP a CPA firm. The department is responsible for budgeting, financial reporting, financial audits, payroll, accounts payable, accounts receivable, and treasury functions. The department is also responsible for purchasing, and the data processing functions.

E. Computer Systems

The City of Rolling Hills contracts out their Information Technology Department. The Finance System is Fund Balance software and the City uses an outside provider for payroll. Microsoft Office Professional 2010 is the standard office suite. Outlook 2010 is the standard e-mail and calendar program. Windows10 is used for the finance staff's computers.

F. Availability of Prior Year Reports and Work Papers

Lance, Soll & Lunghard, LLP conducted the City's most recent audit. The work papers of the previous audits are the property of the previous auditor and can be reviewed by the successful Proposer. The following financial statements were prepared and audited by Lance, Soll & Lunghard, LLP.

1. City of Rolling Hills Comprehensive Annual Financial Report;

In addition, interested proposers who wish to review prior year audit reports can go to the City of Rolling Hills website at www.rolling-hills.org. The City of Rolling Hills will use its best efforts to make prior audit reports available to proposers to aid their response to this request for proposal.

4. TIME REQUIREMENTS

A. Proposal Calendar

Request for Proposal Issued	May 5, 2016
Due Date for Proposals (due by 5:00 p.m.)	May 31, 2016
Oral Interviews	June 8, 2016 at 5:00PM
Contract Awarded by City Council	June 20, 2016

B. Date Audit May Commence

The City of Rolling Hills will have all records ready for audit and all management personnel available to meet with the firm's audit personnel the first week of October of each year of the audit. In prior years the audit firm performed the audit during November and December and did interim and yearend at the same dates.

5. ASSISTANCE TO BE PROVIDED TO THE AUDITORS AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. Terry Shea, Director of Finance and Michelle Gomez, accountant, will be responsible for acting as liaisons between the audit firm and the accounting personnel.

B. Work Area, Telephones, and Office Equipment

The City will provide the auditor with reasonable work space, desk and chairs. The auditor will also be provided with access to a telephone line, photocopying facilities and a FAX machine.

6. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries concerning the Request for Proposal and the subject of the Request for Proposal must be made to:

   Terry Shea
   Director of Finance
   2 Portuguese Bend Road
   Rolling Hills, CA 90274
   (310) 377-1521
   finance@cityofrh.net

CONTACT WITH PERSONNEL OF THE CITY OTHER THAN THE ABOVE REGARDING THIS REQUEST FOR PROPOSAL MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Submission of Proposal: One (1) electronic copy (PDF) of the proposal shall be received in the office of the Finance Department of the City of Rolling Hills **by 5:00 p.m. on May 31, 2016** for a proposal to be considered. The Proposal should address the items listed in sections C and D below.

   The Proposal should be addressed as follows:

   City of Rolling Hills
   Terry Shea
   Director of Finance
   2 Portuguese Bend Road
   Rolling Hills, CA 90274

B. Format for Technical Proposal

1. Title Page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

2. Table of Contents identifying the materials submitted by section and page number.

6. PROPOSAL REQUIREMENTS (continued)

3. Signed Transmittal Letter briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, and the name(s) of the person(s) authorized to represent the Proposer, title, address, and telephone number.

C. Contents of Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should address all the points outlined in the request for proposal (excluding any cost information which should only be included in the Sealed Dollar Cost Bid). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

1. License to Practice in California

An affirmative statement should be included verifying the firm and all assigned key professional staff are properly licensed to practice in California.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Rolling Hills as defined by auditing standards generally accepted in the United States of America and the General Accounting Office's *Governmental Auditing Standards*.

3. Firm's Qualifications and Experience

To qualify, the firm must have extensive experience in audits of local governments as well as experience with preparation of Comprehensive Annual Financial Statements in GASB 34 format. The Proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Staff consistency is an important consideration.

The Proposer should provide the range of activities performed by the local office (e.g., audit, accounting, tax service and/or management consulting services).

The Proposer should provide a list of all current municipal clients.

The Proposer is also required to submit a copy of a report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements (required by Government Audit Standards (2011).

6. PROPOSAL REQUIREMENTS (continued)

The Proposer shall also provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.

4. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Include resumes, indicating whether each such person is registered or licensed to practice as a certified public accountant in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff assigned to the engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Proposer provided that replacements have substantially the same or better qualifications or experience.

5. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum – 5) performed in the last three (3) years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

6. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposals. In developing the work plan, reference should be made to such sources of information as the City of Rolling Hills's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

6. PROPOSAL REQUIREMENTS (continued)

Proposers will be required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement;

b. Level of staff and number of hours to be assigned to each proposed segment of the engagement;

c. Sample size and the extent to which statistical sampling is to be used in the engagement;

d. Extent of use of EDP software in the engagement;

e. Type and extent of analytical procedures to be used in the engagement;

f. Approach to be taken to gain and document an understanding of the City's internal controls structure;

g. Approach to be taken in determining laws and regulations that will be subject to audit test work; and

h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

7. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

D. Contents of Cost Proposal

1. Total All-inclusive Maximum Price

The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The cost proposal should be submitted in the format provided in Attachment A, "AUDIT WORK COST PROPOSAL FORM" and Attachment B, "ESTIMATE OF COST."

2. Manner of Payment

Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month.

7. EVALUATION PROCEDURES

A. *Review of Proposals*

City staff, consisting at a minimum, of the following, will evaluate submitted proposals:

Terry Shea, Director of Finance
Ray Cruz, City Manager
Michelle Gomez, Accountant

Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. Although price is a very important consideration for the City, the City will consider all criteria during the evaluation process and may or may not select the lowest priced proposal. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

a. The audit firm is independent and licensed to practice in California.

b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.

c. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.

e. The firm's past experience and performance on comparable government engagements.

f. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

g. Adequacy of proposed staffing plan for various segments of the engagement.

h. Thoroughness of approach to conducting the audit of the City and demonstration of understanding of the objectives and scope of the audit.

i. Commitment to timeliness in the conduct of the audit.

j. Maximum fees to conduct the audit.

ATTACHMENT A
AUDIT WORK COST PROPOSAL FORM

Service	2015-16	2016-17	2017-18	2018-19	2019-20
City Audit and Related Reports					
GANN Limit Review Report					
State Controller's Report preparation					
Total (not to exceed)					

APPENDIX B
ESTIMATE OF COST

Name of Firm: _____

Address: _____

_____

_____

Contact Name: _____

Contact Phone #: _____ Fax#: _____

Contact Email: _____

1. **Auditor's Standard Billing Rates**

POSITION	2015/16	2016/17	2017/18
Partner			
Manager			
Senior Accountant			
Staff Accountant			
Clerical			

LSL

CITY OF ROLLING HILLS

PROPOSAL TO PROVIDE
PROFESSIONAL INDEPENDENT AUDITING SERVICES

Focused on YOU



PROPOSAL FOR
PROFESSIONAL INDEPENDENT AUDITING SERVICES

Prepared by:
Lance, Soll & Lunghard, LLP
Certified Public Accountants
203 North Brea Blvd, Suite 203
Brea, CA 92821
(714) 672-0022

Contact Person:

Bryan S. Gruber, CPA, Partner
Bryan.gruber@lslcpas.com

May 31, 2016

CITY OF ROLLING HILLS

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

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CITY OF ROLLING HILLS

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

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May 31, 2016

Mr. Terry Shea
Director of Finance
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Lance, Soll & Lunghard, LLP (LSL) is pleased to respond to your Request for Proposals for Professional Auditing Services. As a leader in the field of governmental accounting and auditing, we appreciate this opportunity given to us to present our professional qualifications. Because of our extensive public sector experience, our dedication to excellence and determination to retain the brightest and most talented professionals, we are certain that **LSL** is the most qualified accounting firm to provide professional auditing services to the City of Rolling Hills.

The annual services that will be provided to the City of Rolling Hills, for the fiscal years ending June 30, 2016 through June 30, 2018 would be as follows:

1. Perform an audit of the City of Rolling Hills. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. We will prepare the City's Financial Statements. The financial statements will be in full compliance with GASB 34 and will include both Government-Wide Financial Statements and Fund Financial Statements. We will apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.

2. Prepare the City's annual state controller's report.

3. Perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.

4. Issue the Communication with Those Charged with Governance letter in accordance with SAS 114.

5. Provide a management recommendation letter addressed to the City Council of the City of Rolling Hills to communicate any material weaknesses or "reportable" conditions, if any such conditions are found. If no material weaknesses or reportable conditions are found, we agree to issue any communications related to other matters directly to the City Manager. Upon identification or indication of irregularities or illegal acts, we will make an immediate written report to the City Manager and the City Council.

Mr. Terry Shea
Director of Finance
City of Rolling Hills

6. LSL will be available for consultation throughout the year as a financial resource for the City of Rolling Hills. We will provide assistance including all applicable schedules in the implementation of any new applicable GASB pronouncements.

The sections that follow describe the benefits your organization would receive from Lance, Soll & Lunghard, LLP. **We are committed to provide the services discussed above in accordance with the timetable specified in your request for proposal.** This proposal is a firm and irrevocable offer for the fiscal years ending June 30, 2016 through June 30, 2018 for one hundred twenty (120) days. For purposes of this proposal, Bryan S. Gruber, Partner is authorized to make representations for our firm. I can be reached at the address above or by phone at (714) 672-0022, by Fax at (714) 672-0331 or through email at bryan.gruber@lslcpas.com .

Very truly yours,



Bryan S. Gruber, Partner
LANCE, SOLL & LUNGHARD, LLP



Lance, Soll & Lunghard, LLP (LSL) is a regional public accounting firm that has met the auditing needs of governmental entities throughout California for 87 years. This experience has led to the development of efficient procedures that provide numerous client benefits. Our clients have grown to understand that an audit from Lance, Soll & Lunghard, LLP provides them with a wealth of knowledge, confidence and value added services. For this and many other reasons, Lance, Soll & Lunghard, LLP has consistently been named one of the "Top Accounting Firms" in Orange County by the Orange County Business Journal.

We adhere to *Governmental Auditing Standards* issued by the United States Governmental Accountability Office of the Comptroller General of the United States, also known as the "yellow book" 2011 Revision. These standards, known as the generally accepted government auditing standards (GAGAS), provide a framework for conducting high quality audits with competence, integrity, objectivity, and independence. In addition, guidance from the AICPA on financial and compliance reporting, Statement of Auditing Standards 122-125 ("clarifying standards") implemented in 2012, provide and support our approach and methodology of risk-based auditing.

LICENSE TO PRACTICE IN CALIFORNIA

Lance, Soll & Lunghard, LLP is a public accounting firm licensed by the State of California, Department of Consumer Affairs, as a Public Accounting Partnership. All of our partners and managers are Certified Public Accountants licensed by the State of California. As a firm, we are members of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. All key staff to be assigned to this engagement is or will be licensed by the State of California to practice as Certified Public Accountants.

INDEPENDENCE

We meet the independence requirements as defined by Auditing Standards Generally Accepted in the United States of America and the U.S. General Accounting Office's *Government Auditing Standards* (December 2011 revision). We are a partnership consisting of ten partners who do not own any other business organization that has in the past, or will in the future, be providing services, supplies, materials or equipment to the City of Rolling Hills. During the past five years, we have had no professional relationships with the City of Rolling Hills.

Lance, Soll & Lunghard, LLP will provide written notice of any professional relationship entered into during the period of the proposed agreement.

FIRM QUALIFICATIONS AND EXPERIENCE

As discussed earlier, Lance, Soll & Lunghard, LLP is a public accounting firm that has met the auditing needs of governmental entities throughout California for 87 years. This experience has led to the development of efficient procedures that provide numerous client benefits. Our clients have grown to understand that an audit from Lance, Soll & Lunghard, LLP provides them with a wealth of knowledge, confidence and value added services.

SIZE OF THE FIRM AND SIZE OF THE FIRM GOVERNMENTAL AUDIT STAFF

Our firm has approximately 65 employees including ten partners and professional staff of approximately fifty. Governmental staff consists of four partners, one senior manager, three managers, three supervisors, five seniors and fourteen staff auditors. The personnel assigned to this engagement will be as follows:

Bryan S. Gruber, CPA	Engagement Partner (field partner)
Deborah A. Harper, CPA	Concurring Partner (quality control)
Maria-Luisa Valdez, CPA	Audit Manager (field manager)
Joselyn Esparza	Audit Senior

1 to 2 additional staff

All personnel assigned to the City of Rolling Hills will work on a full-time basis.



LOCATIONS OF OFFICES



We have three offices in California which provide services to the western region of the United States. Our headquarters are located in Orange County in the City of Brea, California. We also have two other offices in Temecula Valley and Silicon Valley. The audit for the City of Rolling Hills will be staffed from our Orange County office.

FIRM QUALIFICATION AND EXPERIENCE (Continued)

NUMBER AND NATURE OF THE PROFESSIONAL STAFF

The professional staff employed on this engagement will include a partner, a concurring partner, an audit manager, an audit senior, and one staff auditors. The audit senior will be supervising the audit and will be present at all times during the audit fieldwork. Our focused effort is to obtain and retain quality staff in order to maintain staff consistency and provide quality audit services with minimal disruption to our audit client.

COMPLETE LISTING OF CURRENT GOVERNMENTAL AUDIT CLIENTS

A complete listing of current governmental audit clients, along with phone numbers of contact personnel and references as to services provided, is contained in **Appendix A** to this proposal. We welcome you contacting any or all of these to get their opinion on the services we provide.

EXTERNAL QUALITY CONTROL REVIEW

AICPA Governmental Audit Quality Center Member

We are members of the American Institute of Certified Public Accountant's Private Companies Practice Section, which has the requirement for peer review along with Generally Accepted Government Auditing Standards. We have participated in the peer review program since its inception and have undergone several peer reviews. The first review was conducted by Arthur Young & Company (now Ernst & Young) and the most recent by R.H. Johnston Accountancy Inc. Overall, they confirmed what we already knew, that our approach and procedures are in compliance with technical and professional pronouncements. All of these peer reviews covered governmental engagements. Our most recent peer review, conducted by R.H. Johnston Accountancy Inc., is included in **Appendix B** to this proposal.

DESK REVIEWS OF AUDITS

All of our Single Audit reports are desk reviewed either by the Federal cognizant agency or the State Controller's Office acting as the oversight agency. We have never had a report rejected by any of these agencies. In fact, we are highly regarded and recognized by the staff of the State controller's Office as a firm that always submits top quality reports.

DISCIPLINARY ACTION

There have been no disciplinary actions against our organization since its inception.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

The most critical component in the successful completion of an audit is the personnel assigned to carry out the responsibilities. We have assembled a **LSL Team** composed of individuals with the optimum mix of talents. The individuals assigned have experience in performing the tasks for which they are responsible, as well as familiarity with City accounting operations. In addition, each has developed extensive skills in a variety of other complementary subjects through their work with clients in other government areas. Thus, the experience gained on previous assignments can be applied and tailored to the unique needs of your organization.

LSL is a regional public accounting firm licensed to practice in the State of California. The partners and manager assigned to the audit of the City of Rolling Hills have a current and valid CPA license to practice in the State of California. The partners at **LSL** are routinely an integral part of the audit process and will be overseeing and supervising staff personnel in the field.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

For the City of Rolling Hills, the personnel assigned to the engagement would be as follows:

Bryan S. Gruber, CPA	Engagement Partner (field partner)
Deborah A. Harper, CPA	Concurring Partner (quality control)
Maria Luisa Valdez, CPA	Audit Manager
Jocelyn Esparza	Audit Senior

Additional Professional Staff of one on the LSL team.

Resume of the key personnel assigned are included in **Appendix C** and list the governmental auditing experience, relevant continuing professional education for the past three years, and memberships in professional organizations relevant to the performance of the audit of the City of Rolling Hills.

As the firm's quality control policy, and in compliance with the continuing education requirements promulgated by the AICPA, General Accounting Office and the California Society of CPAs, all our staff auditors (certified and non-certified) meet the requirement of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two year period. For our educational programs, we utilize in-house seminars, California Society of CPAs courses, AICPA Government Audit Quality Center courses, and Government Finance Officers Association courses. Our formal education program was reviewed by independent firms during our peer review process and no exceptions were noted.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

As noted previously, the firm's policy of assigning audit in-charge to an engagement requires that the in-charge have at least three years of municipal auditing experience. He or she must have demonstrated a high degree of understanding of municipal accounting and auditing, as well as of the firm's overall client philosophy. Any changes in personnel at the in-charge level or above will be approved by the City of Rolling Hills. LSL's philosophy is to provide **quality audit services with minimal disruption to City staff.** Our focused efforts to obtain and retain quality staff have further enabled us to provide this to our clients.



We prepare the financial statements and footnote disclosures for most of our public sector clients that have received the GFOA award. All of our governmental partners, managers and seniors have been closely involved in the preparation of these reports.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Similar engagements performed would be as follows:

City of Hidden Hills – Audit and preparation of a financial statement in accordance with GASB 34. These services have been performed for the last three years. Last audit completed was June 30, 2015. Engagement Partner is Mr. Bryan Gruber. Contact person: Ms. Randee Weinberger, Finance Manager (818) 888-9281.

City of Duarte - Audit and preparation of a financial statement in accordance with GASB 34. These services have been performed for the last three years. Last audit completed was June 30, 2015. Engagement Partner is Mr. Bryan Gruber. Contact person: Ms. Kristen Petersen, Assistant City Manager (626)357-7931.

City of San Dimas - Audit and preparation of a financial statement in accordance with GASB 34. These services have been performed for the last three years. Last audit completed was June 30, 2015. Engagement Partner is Mr. Bryan Gruber. Contact person: Mr. Michael O'brien , Administrative Services Manager (909) 394-6225.

City of Solana Beach – Audit and preparation of a Comprehensive Annual Financial Report (CAFR) in accordance with GASB 34, which received the GFOA Award. These services have been provided to the City for the last three years. Last completed audit performed was for June 30, 2015. Engagement partner is Mr. Bryan Gruber. Contact person: Ms. Marie Berkuti, Finance Manager (858) 720-2463.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES (Continued)

A complete listing of our current governmental audit clients, along with phone numbers of contact personnel and references as to services provided, is included in **Appendix A** to this proposal. We welcome you contacting any or all of these to get their opinion on the services we provide.

SPECIFIC AUDIT APPROACH

We utilize a governmental audit program which we will tailor to the City of Rolling Hills's operations. The tailoring is necessary to accommodate specific client circumstances and to recognize differences in organizational structure. Our audit programs are organized by financial statement category. This approach takes full advantage of our accumulated experience. The primary benefit is that the risk of omitting important procedures is substantially reduced. We believe that this approach tends to be the most effective and efficient for an entity such as the City of Rolling Hills. The audit procedures are listed in the most logical sequence which improves efficiency. The savings in effort and time gained by using our audit program can free an auditor's attention for unusual or difficult situations that may arise. The audit programs are designed to increase audit efficiency by linking financial statement assertions, audit objectives, and procedures that are basic to most governmental audit engagements.

SAMPLE SIZE AND EXTENT OF STATISTICAL SAMPLING

Our approach may be to utilize statistical sampling in the areas of receipts, disbursements, utility billing and payroll. Here we develop a statistical conclusion based upon an initial computer selected random sample which is based on the population and other risk factors identified. If errors are noted in the sample, the sample size will be expanded. We believe that a random selection can be efficient, while providing each item in the population an equal chance of being selected. Additionally, we may select a stratified sample of all transactions over a specified dollar limit for review. This allows us to cover all high dollar value transactions not otherwise selected in the random sample. Our samples are selected randomly utilizing IDEA data analysis software.

EXTENT OF USE OF ELECTRONIC DATA PROCESSING SOFTWARE

LSL performs paperless audits utilizing CaseWare Auditing Software and IDEA Software (for Data Extraction). We extensively use notebook computers in the field, with spreadsheet software, for financial statement preparation and analytical procedures. Our traditional approach is to "audit around" the computer, which means that we verify output by agreeing it, through our audit tests, with corresponding source input transactions. We do not use audit software that runs through the City's computer system. Like other aspects of the internal control structure, computer controls and processes are documented in our memoranda and questionnaires. We will consider whether specialized skills are needed to consider the effect of computer processing on the audit, to understand the internal control structure policies and procedures or to design and perform audit procedures. We will consider the complexity of the computer system and assess whether we can identify the types of misstatements that might occur.

SPECIFIC AUDIT APPROACH (Continued)

TYPE AND EXTENT OF ANALYTICAL PROCEDURES

We use analytical procedures as an overall review of the financial information in the preliminary and final stages of the audit. These procedures are designed to assist us in planning our audit and in assessing the propriety of the conclusions reached and in the evaluation of the overall financial statement presentation. The procedures to be utilized consist of determining expectations for percentage increases and decreases between significant revenue, expenditure and balance sheet accounts, reading the financial statements and related notes, and we focus on overall relationships within the financial statements. Once determined, these are reviewed to determine if the changes appear reasonable or require further analysis. For all significant differences, explanations are obtained as to why the situation occurred and additional substantive procedures may be applied and related evidence gathered to resolve concerns and questions.

APPROACH IN UNDERSTANDING AND DOCUMENTING THE INTERNAL CONTROL STRUCTURE

To gain an understanding of the City's internal control structure, we will perform procedures as required by the new Auditing Standards, primarily SAS 104-111. This will include documenting the major transaction classes, the purpose of funds, the structure of the City and to quantify materiality. We will review and make recommendations on the internal control structure, which consists of Control Environment, Accounting System and Control Procedures. We will review internal controls in the area of cash; investments; revenues and receivables; expenditures and accounts payable; payroll; inventories; property and equipment, debt and debt service; insurance and claims.

In addition, during the performance of the Single Audit, we will review areas of internal controls over federal grants, including both general and specific requirements, claims for advances and reimbursements, and amounts claimed or used for matching.

Based on the result of our review, we will issue a formal internal control report (SAS 115 Letter) that will identify any significant deficiencies and/or material weaknesses noted. This report is required by the *Government Auditing Standards* issued by the Comptroller General of the United States, as well as the Single Audit Act. In addition, we will also issue a separate communication letter directly to the governing board. This letter will communicate any significant deficiencies or material weaknesses we identify in the internal control system and other matters that we feel should be communicated to the governing board. All internal control issues will initially be discussed with the Finance Department at the exit meeting upon completion of the audit field work.

APPROACH IN DRAWING AUDIT SAMPLES FOR PURPOSE OF TESTS OF COMPLIANCE

For the purpose of tests of compliances, we use audit sampling that involve inspection of documents and reports indicating performance of the policy or procedures and, in many cases, re-performance of the application of the policy or procedures. These sampling procedures test the operating effectiveness of an internal control structure policy or procedures by determining how the policy or procedure was applied, the consistency with which it was applied during the audit period, and by whom it was applied. To achieve this goal, we draw samples in the area of disbursements, receipts, utility billing and payroll. Each document selected will be tested for various attributes that are designed to verify compliance with different aspects of internal controls. Additionally, each sample item will be tested for coding to the proper accounts and posting to the general ledger.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

We do not anticipate any significant potential audit problems. However, our approach to resolving audit problems, once they have been identified, is to draw upon our internal resources to get the job done. Most of our clients have us prepare the financial statements and assist them in handling complicated accounting matters. Therefore, we have the resources to handle most problems encountered.

LSL LISTING OF CURRENT GOVERNMENT AUDIT CLIENTS

	Client	Contact Person	Service Code	Year	Telephone
	Agoura Hills	Ms. M. Brodsly, Finance Manager	F	1	818-597-7300
*	Azusa	Mr. S. Paragas, Finance Director	F,S	18	626-812-5291
	Banning	Ms. M. Green, Accounting Manager	F, S	16	951-922-3118
	Bell	Ms. Shally Lin, Interim Finance Director	F	3	323-588-6211
	Big Bear Lake	Ms. K. Ent, Director of Admin. Services	F, S	17	909-866-5831
*	Brea	Mr. L. Squire, Financial Services Manager	F, S	3	714-990-7683
	Burbank	Ms. Cindy L Giraldo, Financial Services Dir	I	4	818-238-5487
	Canyon Lake	Mr. T. Shea, Finance Director	F	19	909-244-2955
*	Cathedral City	Mr. K Biersack, Fiscal Officer	F,S	5	760-770-0378
*	Chino Hills	Ms. J. Lancaster, Finance Director	F, S	17	909-364-2600
*	Chula Vista	Mr. P. Davis, Assistance Fiance Director	F,S	2	619-691-5250
*	Claremont	Mr. A. Pirrie, Acting Finance Director	F, S	10	909-399-5460
	Coachella Valley Association of Governments	Mr. G. Leong, Director of Administrtive Services	F	1	760-346-1127
*	Coachella Valley Water District	Ms. Kay Godbey, Finance Director	F, S	2	760-398-2661
*	Corona	Ms. Kerry Eden, Finance Director	F, S	4	951-736-2315
	Coronado	Ms. L. Suelter, Finance Director	F, S	8	619-522-7300
*	Cucamonga Valley Water District	Mr. Chad Brantley, Finance Officer	F,S	3	909-483-7453
*	Diamond Bar	Ms. Dianna Honeywell, Finance Director	F, S	4	909-839-7051
	Dixon	Ms. J. Michaels-Aguilar, Finance Director	F,S	1	707-678-7000 x108
*	Downey	Ms. M. Lee, Finance Manager	F,S	2	562-904-7262
	Duarte	Ms. K. Petersen, Finance Director	F	8	626-357-7931
*	Emeryville	Ms. M. Oberg, Finance Director	F, S	11	510-596-4352
*	Escondido	Ms. J. Ryan, Asst Finance Director	F, S	5	760-839-4338
*	Fullerton	Ms. J. James, Director of Admin. Services	F, S	3	714-738-6522
*	Glendora	Ms. E. Stoddard, Accounting Manager	F, S	11	626-914-8238
	Grand Terrace	Ms. C. Fortune, Finance Director	F	2	909-824-6621
	Greater Los Angeles Vector Control	Mr. K Bayless, District Manager	F	5	562-758-6501
	Hidden Hills	Ms. C. Paglia, City Clerk	F	29	818-888-9281
	Imperial Beach	Mr. M. McGrane, Finance Director	F	11	619-628-1361
*	Indian Wells	Mr. K. McCarthy, Finance Director	F, S	3	760-346-2489
*	Irvine	Ms. D. Mullally, Manager of Fiscal Services	F, S	4	949-724-6037
*	Irwindale	Ms. E. Carreon, Finance Director	F	19	626-430-2221
*	La Mirada	Ms. M. Pasqual, Finance Manager	F, S	11	562-943-0131
*	La Quinta	Ms. R. Conrad, Finance Director	F, S	8	760-777-7150
*	Laguna Niguel	Mr. S. Erlandson, Finance Director	F, S	4	949-362-4358
	Lawndale	Mr. K. Louie, Director of Finance/City Treasurer	F	1	310-973-3246
*	Los Alamitos	Mr. J. Al-Imam, Administrative Director/Treasurer	F	1	562-431-3538 x222
*	Malibu	Ms. R. Feldman, Finance Director	F	11	310-456-2489
*	Manhattan Beach	Mr. B. Moe, Finance Director	F	12	310-802-5553
*	Monrovia	Mr. M. Alvarado, Director of Admin. Services	F, S	14	626-932-5510
	Monterey Regional Water Pollution Control Agency	Ms. T. Hannah, Chief Financial Officer	F	1	831-645-4623
*	Oceanside	Ms. T. Ferro, Finance Director	F, S	2	760-435-3839
*	Ontario	Ms. D. Nunes, Director of Fiscal Services	F, S	18	909-395-2352
*	Orange	Mr. W. Kolbow, Finance Director	F, S	4	714-744-2235
	Orange County Fire Authority	Mr. Jim Ruane, Finance Manager	F,S	4	714-573-6304
	Orange County Sanitation District	Mr. L. Tyler, Director of Finance	I	3	714-593-7550
*	Orange County Water District	Mr. R. Fick, Chief Financial Officer	F, S	3	714-378-3271
*	Palm Springs	Mr. G. Kiehl, Finance Director	F, S	5	760-323-8229
*	Palos Verdes Estates	Mr. R. Morrealle, Finance Director	F	4	310-378-0383
*	Pasadena	Mr. R. Ridley, Controller	F, S	1	626-744-7497
*	Pomona	Ms. P. Chamberlain, Finance Director	F, S	3	909-620-2355
*	Rancho Cucamonga	Ms. T. Layne, Finance Officer	F, S	37	909-989-1851
*	Redlands	Ms. T. Kundig, Director of Finance	F,S	5	909-798-7543
	Rolling Hills	Mr. T. Shea, Finance Director	F	6	310-377-1521
	San Carlos	Ms. R. Mendenhall, Acting Admin Svcs Dir	F,S	4	650-802-4221
*	San Diego County Water Authority	Ms. L. Wade, Controller	I	9	858-522-6600
	San Dimas	Ms. B. Bishop, Finance Director	F, S	54	909-394-6200
	San Marino	Ms. L. Bailey, Finance Director	F	22	626-300-0700
*	Santa Barbara	Mr. B. Samario, Finance Director	F,S	4	805-897-1978
*	Santa Cruz	Mr. M. Pimentel, Director of Finance	F, S	3	831-420-5050
*	Santa Fe Springs	Mr. J Gomez, Director of Finance and Adninistrative Services	F,S	2	562-868-0511
*	Seal Beach	Ms. V. Beatley, Finance Director	F, S	4	562-431-2527
	Six Basins	Mr. L. Stahlhoefer, Controller	F	3	949-420-3030
	Solona Beach	Ms. M. Berkuti, Finance Manager	F	5	858-720-2463

LSL LISTING OF CURRENT GOVERNMENT AUDIT CLIENTS

	Client	Contact Person	Service Code	Year	Telephone
*	South Gate	Ms. J. Acosta, Finance Director	FS	6	323-563-9524
*	South Pasadena	Mr. D. Batt, Acting Finance Director	F	12	626-403-7250
*	Thousand Oaks	Mr. J. Adams, Finance Director	F, S	7	805-449-2235
*	Three Valleys Water District	Mr. R. Hansen, General Manager	F	7	909-626-4631
*	Vista	Mr. D. Nielsen, Finance Manager	F	6	760-639-6170 x1023
*	Walnut	Ms. Marie Santos, Finance Manager	F	43	909-595-7543
*	Wildomar	Mr. G. Nordquist, Finance Director	F	6	951-677-7751

Service Codes:

F - Financial Audit
S - Single Audit
I - Internal Audit
* - Paticipated in the GFOA Award Programs and has received or anticipates receiving outstanding awards

R.H. JOHNSTON ACCOUNTANCY INC.
A Professional Corporation
21300 Victory Boulevard, Suite 750
Woodland Hills, California 91367
(818) 346-9800
Fax (818) 346-0609

System Review Report

November 13, 2013

To the Partners of Lance, Soll & Lunghard, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, and an audit of employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Lance, Soll & Lunghard, LLP has received a peer review rating of *pass*.

R.H. Johnston Accountancy Inc.

BRYAN S. GRUBER, CPA
PARTNER



Education: Bachelor of Arts Degree in Business Administration with an emphasis in Accounting – California State University, Fullerton 2004

License: Certified Public Accountant – California 2008

Continuing Education: Total hours were 132 in last three years of which 74 were in governmental accounting and auditing subjects. Mr. Gruber has met the Governmental Auditing Standards requirement for governmental CPE.

Memberships: California Society of Certified Public Accountants
American Institute of Certified Public Accountants
Government Finance Officers Association
California Society of Municipal Finance Officers
Association of Local Government Auditors

Experience: Over twelve years of experience in governmental audits including CAFR audits and Single Audits. He has also made numerous presentations to City Councils, Boards of Directors and Audit Committees. He has been involved in the following governmental engagements:

Mr. Gruber has also been involved in the following engagements:

Orange County Water District	San Diego County Water
Monterey Water Pollution Control	City of Oceanside
City of Palm Springs	City of Solana Beach
Six Basins Watermaster	City of Santa Cruz
Three Valleys Municipal Water	City of Vista
City of Burbank	City of San Carlos

- This work entailed the preparation of the Comprehensive Annual Financial Report for those entities involved in the award program for the Government Finance Officers Association of the United States and Canada.

Bryan S. Gruber, CPA, Partner (Continued)

- Review the audit of these entities and provide technical assistance throughout the year to provide the most up to date information with current GASB pronouncement.
- Present the overall audit results to audit committees or other Board Members.

Achievements: Mr. Gruber has been involved with teaching current audit and accounting related material at Lance, Soll & Lunghard, LLP's in house training seminars.

He has made numerous presentations at local chapter meetings for CSMFO on current accounting and auditing material.

He also currently serves as a technical reviewer for the Government Finance Officers Association (GFOA).

Serves as firm IT Specialist for his involvement in IT related controls, data mining and analysis, and auditing software.

DEBORAH A. HARPER, CPA
CONCURRING PARTNER



Education: Bachelor of Arts Degree in Business Administration with an emphasis in Accounting - California State University, Fullerton 2000

License: Certified Public Accountant – California 2005

Continuing Education: Total hours were 264 in last three years of which 206 were in governmental accounting and auditing subjects. Ms. Harper has met the Governmental Auditing Standards requirement for governmental CPE.

Memberships: California Society of Certified Public Accountants – Member since 2000
American Institute of Certified Public Accountants - Member Since 2005
California Society of Municipal Finance Officers – Associate Member since 2005
Government Finance Officers Association – Associate Member since 2005
Governmental Accounting and Auditing Committee – Member since 2011
AICPA Government Audit Quality Center – Member since 2011

Experience: Fifteen years of experience in governmental audits. During her time with the firm, Ms. Harper has performed all phases of our government audits and made numerous presentations to Boards of Directors and Audit Committees. She has been involved on the following similar engagements:

City of Orange
City of Brea
City of Chino Hills
City of Irvine
City of Corona
City of Laguna Niguel
City of Monrovia
City of Aliso Viejo
City of Seal Beach
Cucamonga Valley Water District
City of Claremont
City of Placentia
City of Pasadena
City of Glendora
City of Fullerton
City of Diamond Bar
City of Banning
City of Thousand Oaks
Coachella Valley Water District
San Diego County Water Authority

Deborah A. Harper, CPA, Partner (Continued)

- This work entailed the preparation of the Comprehensive Annual Financial Report for those entities involved in the award programs of the California Society of Municipal Finance Officers and the Government Finance Officers Association of the United States and Canada.
- Review the audit of these entities and provide technical assistance throughout the year to provide the most up to date information with current GASB pronouncement.
- Present the overall audit results to audit committees or other Board Members.
- Provide training, resources, and support to financial officers.

Achievements: Ms. Harper has developed and conducts various Lance, Soll & Lunghard, LLP governmental training courses for new associates and members of the firm.

Ms. Harper was accepted as a 2015 and 2016 executive committee member of the AICPA Government Audit Quality Center, which is a national division for governments. As an executive board member, Ms. Harper will participate in the development, review, and first hand discussion for updates of new standards and guidance published in the AICPA Audit Guides provided to audit firms all across the country.

MARIA-LUISA VALDEZ, CPA
AUDIT MANAGER



Education: Bachelor of Science Degree in Accountancy, Minor in Applied Mathematics – Loyola Marymount University, Los Angeles

License: Certified Public Accountant – California 2009

Continuing Education: Total hours were 160 in last four years of which 100 were in governmental accounting and Yellow Book auditing subjects. Ms. Valdez has met the Governmental Auditing Standards requirement for governmental CPE.

Memberships: California Society of Certified Public Accountants
American Institute of Certified Public Accountants

Experience: Over nine years of experience in governmental audits. Ms. Valdez has established herself as an outstanding asset and resource at LSL. She has demonstrated her talent in the area of municipal accounting and auditing. During her time with the firm, Ms. Valdez has performed all phases of our municipal audits, including CAFR audits, redevelopment agency audits and Single Audits. She has been involved in the following municipal engagements:

City of Whittier
Ms. Valdez served as the audit lead for the City of Whittier. As the audit lead, it has been Ms. Valdez's responsibility to supervise all areas of the financial audit, which includes both the basic financial statements (CAFR) and Single Audit.

City of Malibu
Ms. Valdez serves as the Audit Manager for the City of Malibu in the current year. As the Audit Manager, it has been Ms. Valdez's responsibility to oversee the fieldwork for all areas of the Financial Audit and the Single Audit in accordance with A-133. The City of Malibu receives the GFOA Award for Excellence in Financial Reporting each year.

Maria-Luisa Valdez, CPA, Audit Manager (Continued)

Ms. Valdez has also served the following engagements:

County of San Bernardino	City of La Habra
County of San Diego	County of Ventura
County of Los Angeles	City of Oceanside
City of Agoura Hills	City of Barstow
City of San Buenaventura	City of Garden Grove
City of Santa Ana	City of Compton
California Prison Authority	First 5 Los Angeles
Ventura County Air Pollution Control District	City of Vernon
California State University System	City of Whittier
Henry Mayo Newhall Memorial Hospital	City of Covina
California State Auditor – Bureau of State Audits	City of Rialto

JOCELYN ESPARZA
AUDITOR IN-CHARGE



Education: Bachelor of Arts Degree in Business Administration, Concentrations in Accounting & Information Systems – California State University, Fullerton, 2013

License: Certified Public Accountant – In Process

Continuing Education: Total hours were 125 in last three years of which 74 were in governmental accounting and auditing subjects. Ms. Esparza has met the Governmental Auditing Standards requirement for governmental CPE.

Experience: Ms. Esparza has progressed in an outstanding manner. During her time with the firm, Ms. Esparza has performed all phases of our government audits, including water districts, other special districts, CAFR audits, successor agency audits and Single Audits. She has been involved in the following municipal engagements:

City of Irvine
City of Irwindale
City of Cathedral City
City of Diamond Bar
City of Azusa
City of Moreno Valley
City of Pomona
City of Fullerton
City of Duarte
City of Thousand Oaks
City of Chino Hills
City of South Pasadena

Exhibit B

PAYMENT FOR SERVICES

All fees shall be based on an hourly rate specified below with a not-to-exceed maximum as indicated:

(a) The maximum fee for these services shall be as follows:

For the fiscal years 2015/2016, 2016/2017 and 2017/2018 (payable in installments upon presentation of interim and final reports):

Service	2015/16	2016/17	2017/18
City Audit and Related Reports	**$15,200**	**$15,200**	**$15,200**
GANN Limit Review Report	**$540**	**$540**	**$540**
Single Audit and Related Reports	**Included**	**Included**	**Included**
State Controller Report Preparation	**$1,040**	**$1,040**	**$1,040**
Total for Fiscal Year (not-to-exceed)	**$16,780**	**$16,780**	**$16,780**

(b) The fees due there under shall be paid in installments during each fiscal year as work is done, with the remaining balance due upon submission of the final reports.

(c) Hourly Rates: The hourly rates to be used will as follows:

Position	2015/16	2016/17	2017/18
Partner	$235	$235	$235
Manager	$140	$140	$140
Senior Accountant	$115	$115	$115
Staff Accountant	$100	$100	$100
Clerical	Included	Included	Included

Should extra work be required that are considered beyond the scope of the financial audit, it is agreed that such extended service shall be billed at the above rates.

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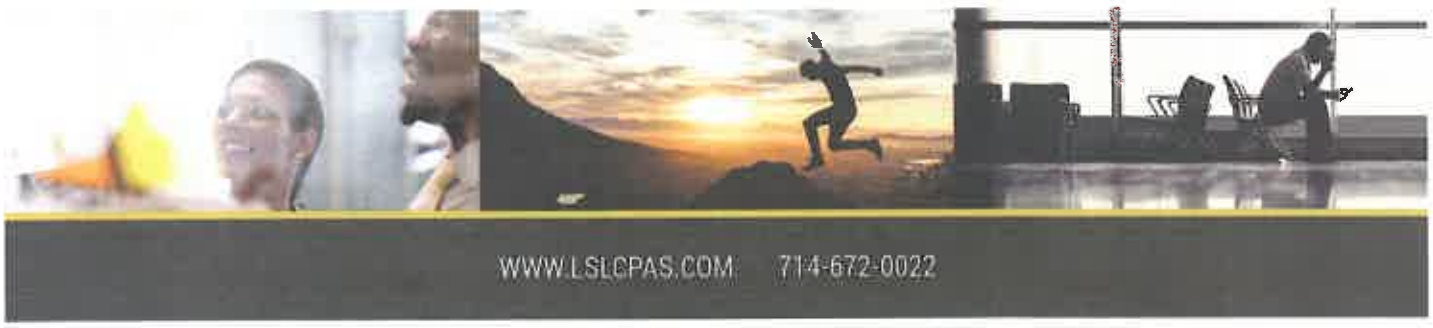
COST PROPOSAL

LSL

CITY OF ROLLING HILLS

PROPOSAL TO PROVIDE
PROFESSIONAL INDEPENDENT AUDITING SERVICES

COST PROPOSAL



ATTACHMENT A
AUDIT WORK COST PROPOSAL FORM

Service	2015-16	2016-17	2017-18	2018-19	2019-20
City Audit and Related Reports	$15,200	$15,200	$15,200	$15,500	$15,500
GANN Limit Review Report	540	540	540	550	550
State Controller's Report preparation	1,040	1,040	1,040	1,070	1,070
Total (not to exceed)	$16,780	$16,780	$16,780	$17,120	$17,120

APPENDIX B
ESTIMATE OF COST

Name of Firm: LSL CPAs

Address: 203 N. Brea Blvd. Suite 203
Brea, CA 92821

Contact Name: Bryan Gruber

Contact Phone #: 714-672-0022 Fax#: 714-672-0331

Contact Email: bryan.gruber@lslcpas.com

1. **Auditor's Standard Billing Rates**

POSITION	2015/16	2016/17	2017/18
Partner	$235	$235	$235
Manager	$140	$140	$140
Senior Accountant	$115	$115	$115
Staff Accountant	$100	$100	$100
Clerical	included	included	included

Exhibit C

Certificate of Exemption from Workers' Compensation Insurance

TO: City of Rolling Hills

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of Rolling Hills that I am a

- ☐ sole proprietor
- ☐ partnership
- ☐ closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

Agenda Item No.: 7.G
Mtg. Date: 09/12/2022

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

FROM: **VANESSA HEVENER, SENIOR MANAGEMENT ANALYST**

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

SUBJECT: **REVIEW FIRE SAFETY MITIGATION LIST FROM THE FIRE FUEL COMMITTEE DEVELOPED AT THE MARCH 1, 2022 MEETING; AND RECEIVE AND FILE AN UPDATE ON ITEMS ON THE MITIGATION LIST.**

DATE: **September 12, 2022**

BACKGROUND:
At the Fire Fuel Committee meeting on March 1, 2022, the Members developed a list of wildfire mitigation measures for consideration. The list included additional explanations for the suggested measures and is attached to this report.

DISCUSSION:
Since the March 1, 2022 Fire Fuel Committee meeting, Staff has been working diligently to address the items on the list. Below are examples of items that have been accomplished or in the process of being accomplished:

- *Investigate possibility of new Rule 20D program, currently only available at San Diego Gas & Electric (SDG&E)* - Staff submitted a letter on August 25, 2022 to the California League of Cities expressing the need for the California Public Utility Commission to expand the Rule 20D to cover areas outside of SDG&E territory including all communities designated as Very High Fire Hazard Severity Zones (VHFHSZ).
- *Sirens and alarms* - The City engaged with HQE Systems Inc. to identify locations to place an outdoor siren system. This item will be heard at the September 12, 2022 City Council meeting for consideration.
- *Additional greenwaste and chipping days* - The City continues to hold semi-annual brush collection events; semi-annual communal bin events; and provides one free annual roll-off bin.
- *Education info - expert opinions/instructions, videos, demos, site visits, guides, etc* - The City in partnership with the Block Captain and Los Angeles County Fire Department released a six video series on "Managing Fire Fuel in the Canyons". The video series takes residents through an easy to follow education on how to identify and cure potential fire fuel issues on their properties and in the canyons.
- *Work with Conservancy/RPV to mitigate fuel in other areas that border the City on the*

east side - The City approved the Phase 4 contract amendment with the Palos Verdes Peninsula Land Conservancy during the March 28, 2022 meeting

- *Continue Home Hardening Educational Inspections* - Since March 2022, there have been 17 Home Hardening Educational Inspections conducted.
- *Require SCE to place and monitor cameras in Conservancy and elsewhere in the area* - Staff inquired with SCE and based on their feedback, there is no indication that they plan to install cameras in the Conservancy. Instead, the City of Rancho Palos Verdes is taking the lead of installing wildfire cameras in the Conservancy that would cover the City of Rolling Hills.

FISCAL IMPACT:
There is no fiscal impact to providing an update on the list of wildfire mitigation measures.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
Addtl_Fire_Safety_Recommendations.pdf

Fire Safety Recommendations

Throughout the Fire Fuel Committee's efforts to address reduction of risks associated with the presence of large amounts of vegetation in our canyons, members of the public have also offered suggestions or ideas on other actions that could/should be considered. The following is a list of those ideas that have been suggested during the last 10 months of the meetings.

The list is grouped by category to facilitate review, but is not in any specific order or priority. The items were included without any "filtering" - without any consideration for practicality, responsible organization, analysis of pros vs cons, etc.

Because fire safety is about much more than just fire fuel in the canyons and there has been significant public participation in the meetings, The Fire Fuel Committee felt it was important to share these additional measures that have been suggested, and is presenting this information to the City Council for its consideration.

SCE/P.U.C.

More oversight of SCE processes, ie vegetation management around poles, under wires, transformers, etc

Require SCE to provide more education and transparency regarding their PUC mandates and progress

Require SCE to place and monitor cameras in Conservancy and elsewhere in area

Investigate possibility of new Rule 20-D program, currently only available at San Diego G&E

Consider San Diego G&E Franchise Tax approach to fund programs in High Fire Zones

Pass local laws to require SCE compliance

City and or RHCA Administration

Heat and/or smoke sensitive cameras – installation and monitoring

Sirens and alarms

Educational info – expert opinions/instructions, videos, demos, site visits, guides, etc

Eliminate wood-burning fireplaces, BBQs, fire pits

Additional greenwaste and chipping events

Accelerate removal of non-fire retardant roofs and boxing in eaves

Formation of a Fire Safe Council

Long term fire retardant chemicals, ie PhosCheck, Fortress, etc

Work with carriers to improve cell phone reception

Satellite phones

Pursue grant funding opportunities

Require RHCA to mitigate vegetation on all easements, including side and rear

Reduce entry in to RH – 1) limit entry on red flag days (designate types) 2) put up signs, natural barriers, etc to prevent unauthorized entrance

Provide additional emergency exits routes from city for evacuation (end of Portuguese Bend Rd, end of John's Cyn to Crenshaw)

Conservancy and RPV

Work with Conservancy/RPV to mitigate fuel in other areas that border the city on east side

Pressure Conservancy to prohibit visitors to the Preserve area on High Fire Hazard Days

Pressure RPV to establish the parking on PV Dr South that was proposed during approval and development process of Preserve's formation

Fire Department

Continue Home Hardening Educational Inspections

Consider project like Malibu's "69 Bravo" that converted traditional water storage tank capabilities to include fueling of water dropping aircraft

Increased oversight of Fire Dept Inspections, including receipt of copies of citations and perform spot-checks

Fire Dept needs to use most recent Fuel Modification info/legislations on landscaping requirements and include continued adherence to those requirements during inspections

Provide copies of CalFire's publication on safe and proper operating procedures to be used when mitigating vegetation, including the use of machinery, etc.

Respectfully submitted by Committee Members Mayor Pro Tem Black and Councilmember Leah Mirsch

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.H
Mtg. Date: 09/12/2022

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: **RECEIVE AND FILE A REPORT ON THE JULY 28, 2022 TRAFFIC COMMISSION MEETING**

DATE: **September 12, 2022**

BACKGROUND:
The Traffic Commission met on Thursday, July 28, 2022, to discuss the following items:

- Report from the Sheriff's Department for traffic statistics for May and June 2022
- Residents' report on Traffic hazards on Johns Canyon Road
- Driveway widening at 2 Flying Mane Road (Zoning Case No. 22-14)

Commissioners Bobit was absent from meeting.

DISCUSSION:
Traffic hazards on Johns Canyon Road
A presentation was given by resident Anne Smith on traffic hazards on Johns Canyon Road. Ms. Smith gave an overview of the issues described in her email (attached). City Traffic Engineer Vanessa Munoz indicated the speed limit is 25 miles per hour on Johns Canyon Road. Reducing the speed limit requires data to be collected justifying the reduced speed. The Commission discussed options that could be considered including signs and striping. Ms. Munoz indicated the City is generally not in favor of signs because it creates clutter. Ms. Munoz agreed to meet the residents at Johns Canyon Road along with Director John Signo. The Traffic Commission voted unanimously, 4-0 (Bobit absent), to direct staff to perform a study and report back.

Report from the Sheriff's Department for traffic statistics for May and June 2022
A report was presented by Deputy Darlene Lopez of the Los Angeles County Sheriff's Department on traffic statistics for the City of Rolling Hills for May and June 2022. There were 4 incidents in May and none in June. Deputy Lopez indicated the low numbers were due to staff shortages. The Commission urged to have more presence in Rolling Hills for traffic enforcement.

Driveway widening at 2 Flying Mane Road (Zoning Case No. 22-14)

The Traffic Commission received a report on the widening of a circular driveway at 2 Flying Mane Road. The widening is part of a proposed project to add a new two-car garage connected to the residence by a breezeway, convert the existing garage to habitable space, remodel the existing residence, construct a new covered patio, and make landscape and hardscape improvements. The northern driveway will be widened by approximately two feet. The southern driveway apron will be widened by six-and-a-half feet from 24 feet six inches to 31 feet. The request was approved by the Traffic Commission unanimously, 3-0 (Bobit absent, Raine recused).

FISCAL IMPACT:

The Sheriff's Department has a supplemental overtime fund that covers the City of Rolling Hills. Officers act on the supplemental overtime fund on a voluntary basis. Traffic enforcement is paid under the City's General Fund.

The City's traffic engineer, Vanessa Munoz of Willdan Engineering, is paid from the Traffic Safety Fund of the General Fund. This includes Ms. Munoz's time addressing safety concerns on Johns Canyon Road.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

Email_from_Smith_062122.pdf
May 2022 RH Traffic (002).pdf

John Signo

From: Elaine Jeng
Sent: Tuesday, June 21, 2022 12:33 PM
To: John Signo
Cc: Christian Horvath
Subject: Fwd: Slow down traffic on Johns Canyon Rd

Begin forwarded message:

From: "A.Shen.Smith" <a.shen.smith@gmail.com>
Date: June 21, 2022 at 4:12:27 AM GMT+3
To: Elaine Jeng <ejeng@cityofrh.net>
Cc: Patrick Wilson <pwilson@cityofrh.net>, Grzywacz Claudia <cstormbird@aol.com>, Tangen Nicole <nicoletangen@yahoo.com>, Heinsheimer Tom <theinsheimer@col-heins.com>
Subject: Slow down traffic on Johns Canyon Rd

Hi Elaine,

I am sending this email on behalf of these 4 property owners to request the City's help.

Heinsheimer (7 Johns Canyon)
Grzywacz (4 Storm Hill Lane)
Tangen (10 Johns Canyon)
Smith (12 Johns Canyon)

We are requesting the Traffic Commission to address the traffic hazard on Johns Canyon Road.

As you know, the street is winding, narrow, steep, with several blind curves.
We have witnessed and experienced (while driving, walking, and horseback riding) many near misses with vehicles that come barreling down the hill too fast, often crossing the center line.
There had been minor collisions on the street; my husband and his riding friend have had many close encounters with vehicles while crossing the road on horseback.
We are asking the City's help to slow down the traffic, to prevent serious mishaps just waiting to happen. With increased deliveries and work vehicles, things will only get worse.

Currently there is one "horse crossing" sign near the top of the street, just off Crest. However, more should be done further down the road.
We are not experts on the best solution: whether it is installing bumps on the center line or placement of appropriate traffic signs.
We would appreciate the help of the Traffic Commission on this matter.

Thank you for your consideration.

MAY 2022 ROLLING HILLS TRAFFIC ENFORCE 22RE011223

DATE	LOCATION	VIOLATION	SPEED	RESIDENT CITES	NON-RESIDENT CITES	DEPUTY
5/2/2022	Blackwater Canyon Rd/Portuguese Bend Rd	Stop Sign		1	0	Gonzalez
	Blackwater Canyon Rd/Portuguese Bend Rd	Stop Sign		0	1	Gonzalez
	Blackwater Canyon Rd/Portuguese Bend Rd	Stop Sign		0	1	Gonzalez
	Blackwater Canyon Rd/Portuguese Bend Rd	Stop Sign		1	0	Gonzalez

Agenda Item No.: 7.I
Mtg. Date: 09/12/2022

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 CORRESPONDENCE WITH THE CITY OF TORRANCE REGARDING DIRECTION TO WITHDRAW PARTICIPATION IN THE TORRANCE AIRPORT STORMWATER BASIN PROJECT**

DATE: **September 12, 2022**

BACKGROUND:
Almost exactly one year ago, the City Council directed staff to inform the Los Angeles County Regional Water Quality Control Board staff (RB staff) that the design volume in the tributary areas to Machado Lake is retained within the city using the Sepulveda Canyon monitoring data. Since that time, McGowan Consulting assisted the city with a detailed and comprehensive addendum to the Peninsula Enhanced Watershed Management Plan (EWMP) and joined the Peninsula Watershed Management group. Staff was also directed to meet with the City of Torrance about a modular design for the Torrance Airport Stormwater Basin project. Presently, the Torrance Airport Stormwater Basin project does not have a discharge volume for Rolling Hills because the city was not a participant of the Peninsula EWMP in 2012. Participants of the Peninsula EWMP were required to run a model showing stormwater discharges to Machado Lake and the model results were used to design the Torrance Airport Stormwater Basin Project. Additional background information is provided in the attached August 23, 2021 City Council staff report.

The City of Torrance was not agreeable to a modular design for the Torrance Airport Stormwater Basin project and instead asked Rolling Hills to define its stormwater volume capture. In July and August 2022, the City of Torrance inquired about the city's participation. The latest correspondence came during the week of August 15. City of Torrance staff noted that to proceed with the project's engineering design, the volume capture for the overall project needs to be defined. If the city were to participate in the project, the City of Torrance requests a formal letter noting participation, along with the volume capture for Rolling Hills to meet the design volume in the tributary areas to Machado Lake. City staff has been waiting for RB staff to provide feedback on the proposed compliance approach before responding to the City of Torrance on participation. In January 2022, the city submitted an addendum to the Peninsula

EWMP outlining Rolling Hills' approach for compliance. In April 2022, the RB staff provided comments on the city's addendum. In late June 2022, McGowan Consulting and city staff submitted to RB staff the Sepulveda Canyon Continuous Flow Technical Memorandum and revised sections of the EWMP addendum addressing comments. The technical memo included two complete wet seasons of flow monitoring data for the Sepulveda Canyon. In the recent correspondence, the City of Torrance noted that there would be delays to the engineering design of the project if the group continues to wait for Rolling Hills' response on participation. During the week of August 15, 2022, on behalf of city staff, McGowan Consulting contacted RB staff and received positive feedback on city's proposed compliance approach. RB staff noted that a draft conditional approval letter was submitted to their executive staff for approval nearly a month ago. RB staff also noted that, in general, the review resulted in no substantive comments on the city's proposed approach.

DISCUSSION:
Based on RB staff's feedback and the City of Torrance's immediate need for response, city staff recommended at the August 22, 2022 City Council meeting that the City not participate in the Torrance Airport Stormwater Basin Project. The City Council directed staff to inform the City of Torrance on not participating in the Torrance Airport Stormwater Basin project. The attached email was sent on Wednesday August 24, 2022.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CL_AGN_220912_TorranceAirportBasinProject_RemovalEmail.pdf

From: Christian Horvath
To: JDettle@torranceca.gov
Cc: Elaine Jeng; Vanessa Hevener (vhevener@cityofrh.net); Kathleen McGowan
Subject: RE: Rolling Hills participation in Torrance Airport Basin Project.
Date: Wednesday, August 24, 2022 8:45:00 AM
Attachments: image001.png

John,

Good morning. On Monday August 22, 2022, the Rolling Hills City Council voted to not participate in the Torrance Airport Stormwater Basin Project.

If you have any further questions or concerns, do not hesitate to reach out.

With gratitude,

Christian Horvath
City Clerk / Executive Assistant to the City Manager

City of Rolling Hills
2 Portuguese Bend Road, Rolling Hills CA 90274
o: 310.377.1521 | c: 213.925.9490 | f: 310.377.7288
e: chorvath@cityofrh.net

This is a transmission from the City of Rolling Hills. The information contained in this email pertains to City business and is intended solely for the use of the individual or entity to whom it is addressed. If the reader of this message is not an intended recipient, or the employee or agent responsible for delivering the message to the intended recipient and you have received this message in error, please advise the sender by reply email and delete the message.

WARNING: Computer viruses can be transmitted by e-mail. The recipient should check this e-mail and any attachments for the presence of viruses. The CITY OF ROLLING HILLS accepts no liability for any damage caused by any virus transmitted by this e-mail.

From: "Dettle, John" <JDettle@torranceca.gov>
Date: August 17, 2022 at 12:41:33 PM PDT
To: Elaine Jeng <ejeng@cityofrh.net>
Cc: Vanessa Hevener <vhevener@cityofrh.net>
Subject: Rolling Hills participation in Torrance Airport Basin Project.

Hi Elaine,

How's it going?

Can you let me know if Rolling Hills wants to participate in the Torrance Airport Basin Project? We need to wrap up the Preliminary Design Report in order to proceed with design.

We've at the point where the project is now being delayed.

Hope you can help,

John C. Dettle, P.E.
Engineering Manager, Public Works Department
City of Torrance | 20500 Madrona Avenue | Torrance, CA 90503 | (310) 618-3059 |
fax (310) 781-6902 | jdettle@TorranceCA.Gov | www.TorranceCA.Gov|
www.TorranceCA.Gov/SocialMedia | www.TorranceCA.Gov/COVID19 | **Give Us Your Feedback**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.J
Mtg. Date: 09/12/2022

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

FROM: **VANESSA HEVENER, SENIOR MANAGEMENT ANALYST**

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

SUBJECT: **RECEIVE AND FILE THE BLOCK CAPTAIN PROGRAM LEADERSHIP GROUP RECRUITMENT SCHEDULE**

DATE: **September 12, 2022**

BACKGROUND:
The Block Captains are volunteers who work collaboratively with the City of Rolling Hills, the Rolling Hills Community Association, First Responders (LA County Sheriff's Department and Fire Department), and residents in preparing the community for emergencies. With the pending departure of Lead Block Captain Arlene and Gene Honbo at the end of 2022, the City is seeking four leadership roles to lead the Block Captain Program starting January 1, 2023.

DISCUSSION:
Residents interested in serving in a leadership role are encouraged to submit an interest letter by October 3, 2022. The below recruitment schedule was shared with the community in a recent Blue Newsletter mailed on the week of August 29, 2022.

- Interviews with interested residents: Week of October 24, 2022
- Leadership announcement: Week of November 28, 2022
- Orientation for new Leaders: Week of December 6, 2022 or December 12, 2022

FISCAL IMPACT:
There is no fiscal impact to recruiting the leadership group for the Block Captain Program.

RECOMMENDATION:
Receive and file

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.K
Mtg. Date: 09/12/2022

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 NOTICE OF NOMINEES FOR PUBLIC OFFICE**

DATE: **September 12, 2022**

BACKGROUND:
The three council seats currently held by Mayor James Black, Mayor Pro Tem Patrick Wilson and Councilmember Leah Mirsch are on the Tuesday, November 8th ballot. The three incumbents along with residents, James Aichele and Arun Bhumitra have all filed and been verified by LA County as candidates.

DISCUSSION:
The City Clerk has posted a Public Notice of Nominees for Public Office regarding the November 8, 2022 Municipal Election in the Palos Verdes Peninsula News on Tuesday, September 6, 2022.

FISCAL IMPACT:
The cost of holding an election for November 2022 is estimated to be less than $20,000. The final cost will be provided by the Los Angeles County Registrar/Recorder/County Clerk Office after the election. The Fiscal Year 2022/2023 adopted budget includes funds for the November 2022 election.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CL_PBN_220901_NoticeOfElectionNominees_E.pdf

City of Rolling Hills INCORPORATED JANUARY 24, 1957

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

NOTICE OF NOMINEES FOR PUBLIC OFFICE

NOTICE IS HEREBY GIVEN that the following persons have been nominated for the offices designated to be filled at General Municipal Election to be held in the City of Rolling Hills on Tuesday, November 8, 2022.

For three (3) Members of the City Council Vote for no more than three (3)

James H. Aichele
Arun "Able" Bhumitra
James Black, M.D.
Leah Mirsch
Pat Wilson

Christian Horvath
City Clerk

Dated: September 12, 2022

Published once in the Palos Verdes Peninsula News on Tuesday, September 6, 2022.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.L
Mtg. Date: 09/12/2022

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 CITY HALL LANDSCAPE SERVICES REQUEST FOR PROPOSAL**

DATE: **September 12, 2022**

BACKGROUND:
The City of Rolling Hills (The City) is requesting proposals from qualified firms to provide weekly landscaping maintenance to the City Hall campus located at 2 Portuguese Bend Road, Rolling Hills, California. The City owns limited properties and the City Hall campus is one of them. The City Hall campus is widely utilized by residents and visitors for events, informal social gatherings, tai-chi class, and as park space.

Between 2017 and 2020, the City Hall campus was poorly maintained, with diseased vegetation, broken irrigation lines and sprinklers. Repairs made and replacement irrigation parts installed; diseased vegetation removed, and isolated new vegetation planted without a holistic plan for the entire campus. An outdated landscape drawing of the City Hall campus is included with this Request for Proposal as Attachment 1. The City is lacking in as-builts for the campus, including the existing irrigation system and plant palette. In 2022, a survey of the existing irrigation system was conducted by a licensed landscape architect that resulted in a list of recommended actions improve the operation of the system. The survey is included with this Request for Proposals as Attachment 2.

With limited open space, the City desires to keep the City Hall campus functional at all times. The City also desires an aesthetically pleasing campus with attention to details to the plant palette. The west side of the City Hall campus is one of the three main entryways to the community. Residents have expressed to the city that the rose bushes and the ground covering adjacent to Portuguese Bend Road are the first visual upon entering the city and this area should be reflective of the care that the city has for the community.

The City released this RFP on August 22, 2022. All proposals are due no later than 3 pm on September 20, 2022.

DISCUSSION:
None.

FISCAL IMPACT:
At this time, the potential fiscal impact is unknown.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
PW_LND_220822_RFP_LandscapeMaintenanceServices_F_A.pdf

City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

REQUEST FOR PROPOSALS
CITY HALL CAMPUS
LANDSCAPE MAINTENANCE SERVICES

PROPOSALS DUE 3 PM, SEPTEMBER 20, 2022

SECTION 1
BACKGROUND

The City of Rolling Hills (The City) is requesting proposals from qualified firms to provide weekly landscaping maintenance to the City Hall campus located at 2 Portuguese Bend Road, Rolling Hills, California. The City owns limited properties and the City Hall campus is one of them. The City Hall campus is widely utilized by residents and visitors for events, informal social gatherings, tai-chi class, and as park space.

Between 2017 and 2020, the City Hall campus was poorly maintained, with diseased vegetation, broken irrigation lines and sprinklers. Repairs made and replacement irrigation parts installed; diseased vegetation removed, and isolated new vegetation planted without a holistic plan for the entire campus. An outdated landscape drawing of the City Hall campus is included with this Request for Proposal as Attachment 1. The City is lacking in as-builts for the campus, including the existing irrigation system and plant palette. In 2022, a survey of the existing irrigation system was conducted by a licensed landscape architect that resulted in a list of recommended actions improve the operation of the system. The survey is included with this Request for Proposals as Attachment 2.

Purpose
With limited open space, the City desires to keep the City Hall campus functional at all times. The City also desires an aesthetically pleasing campus with attention to details to the plant palette. The west side of the City Hall campus is one of the three main entryways to the community. Residents have expressed to the city that the rose bushes and the ground covering adjacent to Portuguese Bend Road are the first visual upon entering the city and this area should be reflective of the care that the city has for the community.

SECTION 2
SCOPE OF SERVICES

The City is requesting proposals from qualified companies that have experience in maintaining public properties, and or public open space with expertise in landscape architecture offering advice on aesthetics, vegetation management, hardscape/landscape interface and irrigation design/maintenance.

Task 1 – Weekly Landscaping Maintenance Services
Provide the following services at 1 Portuguese Bend Road, and 2 Portuguese Bend Road, including the vegetation adjacent to Portuguese Bend Road, on both sides of the road, between Palos Verdes Drive and the Rolling Hills Community Association main gate.

a) Mowing, edging, fertilizing all turf
b) Remove all weeds from lawns, planters, and improved areas
c) Pruning, edging and trimming of shrubs, ground cover, roses and all trees under twenty feet in height
d) Cultivation of soil as needed
e) Cleaning of all hardscape areas, including the removal of dead leaves, trash, and other debris
f) Application of pest and disease control treatments by licensed pest spray technician, as needed
g) Complete spray program to control weeds in lawns, planters, and slopes by use of herbicides and by mechanical methods
h) Tying and training roses along existing 3-rail fence (Portuguese Bend Road)
i) Sweeping and removing decomposed granite at southeast corner of Portuguese Bend Road and Palos Verdes Drive North out of walkway and concrete curb
j) Adjustment and maintenance of automatic sprinkler systems as needed
k) Inspection and regular cleaning of drainage swales, grates and rain gutters on all structures on and from the property

The selected service provider can use blowers, power mower, or other landscaping maintenance equipment. Weekly services shall be provided on Tuesdays after 8am and before 3:30pm. Service provider has control over the frequency of fertilization necessary for the maintenance of the City Hall campus. All cuttings, prunings, and trimmings shall be disposed at the sole expense of the service provider.

Service provider shall have a Supervisor oversee the crew providing weekly services, meet with the City representatives when necessary, ensure timely completion of scopes of work and work requests, and shall serve as the point of contact for the City unless another Supervisor is agreed upon between service provider and the City.

Service provider shall provide an irrigation technician to assess irrigation system repair and maintenance needs, if needed.

Task 2 – Extra Charges Beyond the Scope of Weekly Landscaping Maintenance Services
Service provider shall provide unit prices for the following are extra charge services:

a) Major tree trimming for trees above twenty feet in height

b) Major irrigation repairs (i.e. repairs and/or replacement of automatic irrigation clocks, major valves, and repair of major piping) exceeding $750.00 amount in cost
c) New plantings
d) Construction specific to grading, soil movement, or installing new systems or other related tasks.

The City reserves the right to seek other proposals for the above listed services.

Task 3 – Emergency Services
Service provider shall provide 24 hours a day, 7 days a week for the following emergency service:

a) Move, remove, dispose topple trees
b) Irrigation system breaks requiring emergency response and /or shut-off
c) Other emergencies relating to the City Hall campus landscaping and irrigation system

Task 4 – One-time Services Unit Prices
Service provider shall provide unit prices for the following tasks:

a) Reprogram irrigation controllers for proper duration and frequency
b) Replace pressure regulators as needed
c) Check the condition of back flow devices and implement measures to ensure functionality of back flow devices
d) Change spray nozzles
e) Mulch and fertilize all planter beds with 2 to 3 inches of dressing of composted wood chips (hand pick or use rake)
f) De-thatch, aerate, over seed/top dress and fertilize lawn
g) New irrigation controllers
h) Replace failing pop-ups
i) Replace aging valves
j) Replace entire irrigation system

Task 5 – Implement Landscape Architect Recommendations (Attachment 2)
Service provider shall provide total project cost to implement all recommendations in Attachment 2 within 60 days of potential contract execution.

SECTION 3
PROPOSAL REQUIREMENTS

Understanding of the Scope of Work: Firms shall provide a narrative to the approach to complete the Scope of Work efficiently and economically.

Organization, Credentials and Experience: Provide a summary of the Firm's qualifications, credentials, and related past experience. Describe the firm, including the personnel who will be assigned to the contract. Provide a list of three of the firm's projects within the last five years of similar scope and content.

Fees: Under separate cover, provide a rate proposal for the scope of work. The cost proposal shall be identified for each task. The proposed cost budget shall present the labor rates and proposed labor hours of proposed staff for each work task described in the consultant's proposal, as well as other direct costs.

Additional Information: Firms are to review the sample Professional Services Agreement (Attachment 3) and provide comments and or questions as a part of the firm's proposal. See Section 6 of this Request for Proposal.

SECTION 4
PROPOSAL PROCEDURE

All proposals are due no later than 3 pm on September 20, 2022. The City reserves the right to extend the deadline. The City will respond to request for clarification in written RFP addendum(s) as needed. All inquiries shall be directed to Project Manager Christian Horvath (chorvath@cityofrh.net) by 5pm on September 13, 2022. Responses to all inquiries received will be posted on the City's website under this Request for Proposal by 5pm, September 15, 2022. Please submit the proposal via email to

Elaine Jeng, P.E.
City Manager
ejeng@cityofrh.net

Christian Horvath
City Clerk/Executive Assistant to the City Manager
chorvath@cityofrh.net

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City of Rolling Hills and the firm selected. The City of Rolling Hills reserves the right without prejudice to reject any or all proposals. No reimbursement will be made by the City for costs incurred in the preparation of the response to this Request for Proposal. Submitted materials will not be returned and become the property of the City of Rolling Hills.

SECTION 5
SELECTION CRITERIA

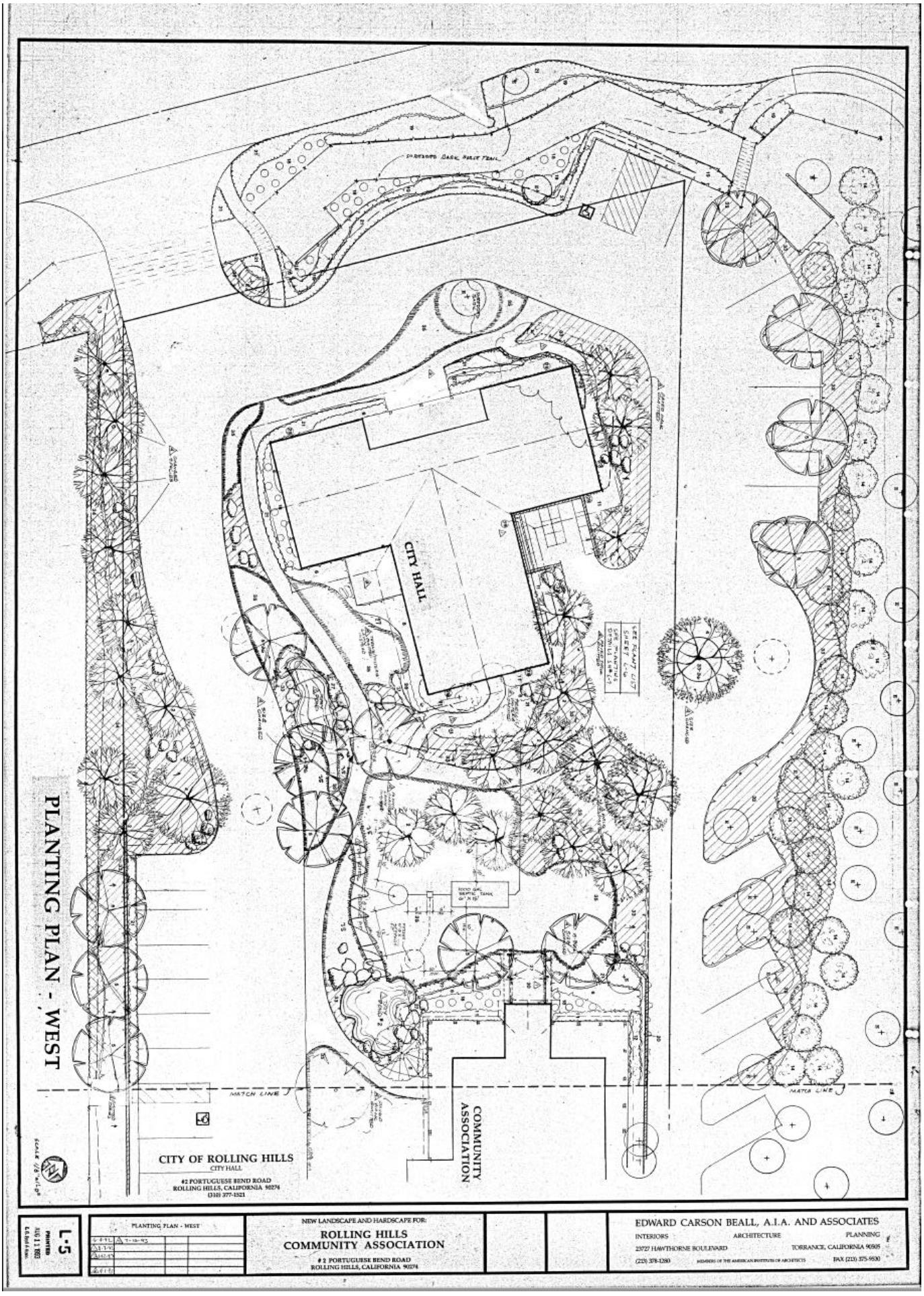
Proposals will be selected based on sound approach to meeting the scope of work, the ability to demonstrate efficiency use of resources, reference checks, and the relevant experience of proposed personnel. Firms may be asked to participate in an interview with the City. If necessary, interviews are tentatively scheduled for the week of September 26, 2022.

SECTION 6
ATTACHMENTS

Attachment 1 – Outdated landscape drawing of the City Hall campus
Attachment 2 – 2022 Irrigation Survey Recommendations
Attachment 3 – Sample Professional Services Agreement

Attachment 1

PLANTING PLAN - EAST


CITY HALL
COMMUNITY ASSOCIATION
MATCH LINE
MATCH LINE
CITY OF ROLLING HILLS
CITY HALL
#2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIFORNIA 90274
(310) 377-1521
PLANTING PLAN - WEST
L-5
PLANTING PLAN - WEST
NEW LANDSCAPE AND HARDSCAPE FOR:
ROLLING HILLS
COMMUNITY ASSOCIATION
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIFORNIA 90274
EDWARD CARSON BEALL, A.I.A. AND ASSOCIATES
INTERIORS ARCHITECTURE PLANNING
23727 HAWTHORNE BOULEVARD TORRANCE, CALIFORNIA 90505
(213) 378-1280 MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS FAX (213) 375-9530

Attachment 2

Irrigation Survey & Recommendations
for City of Rolling Hills Campus
May 5th, 2022

by Evan Smith Landscape Architect #4716

Opening

The following is intended to convey the current conditions and recommendations for the irrigation system found on the Rolling Hills City Hall & Community Association campus during my survey in April 2022.

The report will index the campus using the TWO Irrigation Controllers on site and their associated Irrigation Zones for referencing the numerous areas on this campus. I.e. 2-12 would be Controller #2 Zone 12

A Zone Map for each Controller is attached.These Zones are indicated using assorted hatching and shows the areas each Irrigation Zone covers when activated.

The Irrigation Zone Schedules shows the Time of activation, Duration Zone is watered (minuets) & Frequency (days activated) each Zone is set for watering individual Zone. This schedule shows the current settings. See attached

Recommendations for each Zone and overall improvements will be address in this report.

Components of the Irrigation System

- Water Main = Direct service from the municipal water source
- Back Flow Device = Prevents water from reversing flow back into the municipal water supply and/or potable water supply (i.e. into the buildings) This is a health regulation as ground water & pollutants could be pulled back into the potable water supply.
- Pressure Regulator = Municipal Water Supply can often be delivered at a very high pressure. This device lowers the water pressure to an acceptable level for both irrigation and potable uses.
- Irrigation Controllers - Two “Hunter I-Core” are found on campus. This controller is approximately 10+ years old and is good working condition.

Components of the Irrigation System - continued

Controller #1 is located on the East wall of the City Hall building near the rear entrance. This Controller activates the planters surrounding the City Hall building, The planters along Portuguese Bend Road, along a portion of PV Drive North & the planter along the south side of the entry way.

Controller #2 is located on the North wall of the Community Association behind the Maintenance Garage. This Controller activates the Lawn Area & associated planters, and the planters along the North, South & East sides of the property.

- Irrigation Valves = To water a specific Zone a valve is turned on and off by the respective controller.

These valves should only be associated with one type of irrigation method. I.e. either Spray or drip.

Types of Irrigation

Three main Irrigation devices are used on the Rolling Hills Campus.

1 - Pop-Up / Spray : Using hydraulic pressure a spray nozzle is raised several inches above ground level to distribute water over a given area. When the water is shut off the spray nozzle returns to its housing and is below ground level. These have a preset height which are selected according to the situation.

2 - Fixed / Spray (Shrub Head): A fixed piece of irrigation pipe holds the nozzle above ground. This is a static piece and does not move. These can be easily raised or lowered as needed.

3 - Drip Line (hose) A flexible hose is placed in the area to be irrigated. This hose has numerous small holes spaced along its length to distribute water over the soil.

Note: A "Nozzle" is a replaceable spray device used to distribute the water.
They come in a variety of sizes to spread the water over a given area so the plantings can be properly watered according to their specific needs.

This can be the distance required. I.e a 8ft nozzle will spray 8ft +-

They come in a variety of arcs from a few degrees up to 360°.

They come in a variety of flow rates measured in GPM (Gallons Per Minuet) for a standard nozzle. These can range from 0.2 up to 3.7 GPM

Other Irrigation Considerations

Soil = Rolling Hills has a very heavy clay soil. This soil is very slow in absorbing water and very slow to let water evaporate or be absorbed.

Exposure = The campus has a varied exposures ranging from the Northern edge getting several hours of direct sun light to the Southern edge having heavy shade from neighboring trees.

Plantings = Plants should be grouped together according to their sun, soil and watering needs. This allows each group the receive the same care and water allowing for optimal growth. I.e. you should not plant a cactus with a lawn.

SURVEY FINDINGS

Irrigation System

The overall appearance of the irrigation system shows that the only portions are currently working and keeping the existing plants alive.

Several areas are NOT working with some plantings surviving and other plantings which have died.

The AGE of the system is one of the main faults of the existing system. The original plans (provided for this survey) are dated 1992-3 making the system close to 30 years old.

This AGE has caused several failures during the time I spent on this survey:

- An irrigation main line (i.e. always caring water) broke near Controller #2 and caused the entire Controller #2 system to be shut off. Several days elapsed before repairs could be completed. (SEE PHOTO #1)
- I found several Pop-Up sprinklers were either stuck in the Up position or failing to properly rise to while turned on. These did not distribute water to their respective areas & only caused puddling and runoff of water. (SEE PHOTO #2)
- An Irrigation Valve was (2 - 4) stuck in the ON position on one occasion. This resulted in the Irrigation Main Line being shut off agin. The entire Controller #2 area was again not watered until this was repaired.
- Several above ground drip lines were chewed by animals allowing water to stream out of these lines and limiting the downline water distribution.
- Several above ground irrigation lines and connections have been chewed and will pose leaking in the future. (SEE PHOTO #3)

SURVEY FINDINGS

Irrigation System - continued

- In viewing the area near the generator house I noticed some old irrigation lines were exposed. These lines are Schedule 80 PVC. These are thin walled inexpensive lines and are not recommended in a future improvements nor repairs.
- The PRESSURE REGULATOR is out of date and needs to be replaced. (recommendations see below)
- All Zones that are working are being OVERWATERED!

  A combination of factors are involved:

  - The timers are set for extended durations and frequency.
  - Inability of the soil (clay) to absorb water in the allotted time.

    The Lawn Areas (2-14 , 2-15, 2-16, 2-19)are good example. During my survey I turned on each Zone and reviewed their respective conditions. In these 4 zones I noticed the water would not be absorbed after 2 or 3 minuets of run time and would quickly runoff onto the pathways & paving and then go to the drainage culvert. In other zones I observed similar circumstances of overwatering with signs of puddling, mud, and runoff. Overwatering is a major cause of premature plant disease and death. When the soil is too moist the roots can not get enough air and can become rotten and then die. (SEE PHOTO #4)
  - All zones are being watered too late in the evening.

    When plants are watered during the nighttime they hold moisture on their leaves. This extended soaking promotes fungus, mold and other plant diseases causing premature death and other problems. (recommendations see below)

Drainage System

Several downspouts for the gutter system on the Community Association building are faulty. (SEE PHOTO #5)

- In location DS#1 (see plan) the elbow from the roof gutter has corroded and is leaking water directly into a planter area. Water from this area is then directed to an area drain in the lawn.

Drainage System - continued

- In locations DS#2 & #3 (see plan) the downspouts are dumping water directly into zone 2 -17. This planter is being saturated with the rain water and does not have any direct outlet to drain excess water. This along, with the irrigation system overwatering , has caused the Oleander hedge to die.
- In location DS#4 their is no drain line to direct roof gutter water towards the drainage culvert in the parking lot. This is causing erosion on the hillside and mud to flow into the parking lot.

RECOMMENDATIONS - ranked in order of importance

1 - The least expensive solution is to reprogram the Irrigation Controllers for proper duration and frequency. Each Controller and Zone should cut their times & and maybe their frequencies in at least half.

Have the maintenance company run each zone independently and watch until the soil is saturated. When water begins to runoff and/or puddle the timer should be reset to that duration.

The starting times should be set so the last zone in the controller turns off just before staff arrive for work.

I.e. Controller #1 has 17 zones @ 8 minuets each = 136 minuets or 2hrs 16 minuets run time (still way too much).

So the ideal time to start would be around 5:00am. allowing staff to arrive by 7:15am.

The campus has a mature landscape. These plantings have developed deep roots and which allows them to draw water from far below the surface. The top of the soil does not need to be moist for plants to survive.

I dug a small hole in the lawn area which on first appearances looked dry and cracked. In looking only 1 to 2 inches down I found the soil to be moist and sticky. I.e. still too wet. (SEE PHOTO #6)

Again the soil on the campus is clay. This type of soil is very slow to absorb water and expansive. I.e. it expands when wet and contracts as it drys out.

2a - Replace the Pressure Regulator

The Pressure regulator reduces the City Water Main pressure down to a 50 PSI (pounds per square inch). This is an industry standard operating pressure for irrigation and general building plumbing. (Drip Valves are an exception and need 35psi).

RECOMMENDATIONS - continued

I was able to measure the water pressure at two locations during this survey and both measured 140psi+. This is close to 3 x's the standard pressure.

The initial "Surge" PSI reading hit 170psi & 200+psi. This sudden rush of water is a major cause of irrigation failure. (SEE PHOTO #7)

This excessive resting pressure (140psi) causes undue wear and tear on the irrigation system and the plumbing in both buildings. This high pressure is a major cause of current & future failures.

A visible indication of this high pressure demonstrated when the lawn area is watered. With normal operating pressure the spray nozzles should appear uniform with heavy droplets.

With this higher pressure the water is "Misting". This MIST is tiny droplets and look like a fog or mist. These and are easily carried / miss directed by any wind. Sometimes a "Rainbow" can be seen during watering. (SEE PHOTO #8)

- I recommend changing BOTH regulators at the City Hall & Association sites.
- I recommend adding pressure regulators on both side of the regulators.
  One on the inlet side (140psi+-) and another just after the outlet side (50psi).This will allow accurate monitoring of the system.
- I recommend checking the condition of each Back Flow device as these could be a health hazard.

NOTE : WHEN the pressure regulator is changed the new corrected pressure may not provide adequate coverage with the existing spray nozzles. Therefore in conjunction with (2a) I recommend the following as outline in (2a) below.

2b - Change all spray nozzles

The newer Stream Spray nozzles distribute water at a slower volume and allow the clay soil to absorb the water. This slower distribution also drops the water demand on the valve controlling the zone. This in turn allows more nozzles on in an existing Zone. Stream Spray Rotary Nozzles can range from 0.17 up to 1.01 GPM which can be up to 1/2 to 1/3 that of a standard spray nozzle.

RECOMMENDATIONS - continued

3 - Mulch & Fertalize all planter beds

A 2 to 3 inch dressing of composted wood chips provides several benefits:

- Helps with soil by holding the water until it can be slowly absorbed.
- Slows evaporation on hotter days
- As it decomposes it adds nutrients to the soil
- It helps prevent weeds

A good general all purpose fertilizing should be done at least 2x's per year.
Your maintenance contractor should switch away from leaf blowers as these will remove most organic matter / mulch if improperly used. Hand picking and raking will remove some of the larger less desirable items.

4 - De-thatch, Aerate, Over-seed/Top dress and Fertilize the lawn

De-thatching is a process where the top few inches of lawn are removed. As lawns grow they build up a heavy layer of roots and dead material. This impedes the water and nutrients from getting to the roots.

Aeration is a process where numerous holes or plugs are removed from the lawn. This allows water and nutrients better access to the roots. This is especially helpful where lawns get heavy traffic or have heavy soils (clay). Both of these are present on site.

Over-seed / Top Dress is the next step in helping the lawn. New lawn seed is broadcasted over the existing lawn and then an application of fine composted organic mulch is used to cover these new seeds. This covering helps protect them while germinating.

Fertilizer should be used through at most two times per year. This is typical done in early Spring and again in early Fall. Lawns are heavy feeders and having two basic types of lawn (cool growing & warm growing) this will help both types start off strong.

5 - New Irrigation Controllers

The newer Irrigation Controllers can help eliminate the need for constant monotering. Using satellite uplinks these new controllers can think ahead of upcoming weather patterns. If the controller "knows" is it going to rain they shut down the irrigation. Also if it going to be hot and dry it can irrigate for a longer duration. These controllers will also shut off a valve when it senses it is not closing and not interrupt the surrounding plantings. They can also be monitored remotely from either your maintenance company, your onsite staff or from anyone with access to the system and software.

RECOMMENDATIONS - continued

6 - Replace old Pop-Ups that fail

Most of the Pop-up sprinklers on site are not necessary. Pop-up sprinklers are best used when irrigating next to paths, walkways and other high traffic areas. They help reduce the chance of tripping and falling. However they are expensive and more prone to failure. When any Non-essential Pop-up sprinkler fails I recommend replacing them with the more affordable Fixed / Spray (Shrub Head). This simple method will save money and allow direct observation of performance. They are also easily adjusted or raised when surrounding planings grow taller.

7 - Replace Old Valves & Systems

Do not try to fix any of the old systems.

The 30+ years of use & the excessive high pressure has caused irreparable damage to the remaining irrigation system. If any future improvements are considered for any Zone then I highly recommend new Irrigation Systems be installed.

IRRIGATION ZONE SCHEDULES

Controller #1 - Settings as of April 2022:

8 minuet cycles 3 times a week (Monday, Wednesday, Friday) starting at 10:00PM

Zone 1 - 1 - This zone has 14 pop-up spray heads and is in heavy shade.
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 2 - This zone has 15 pop-up spray heads and is in heavy shade.
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 3 - This zone has 18 pop-up spray heads.
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 4 - This zone has 8 pop-up spray head.
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 5 - This zone has 15 pop-up spray heads.
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 6 - This zone has 11 pop-up spray heads.
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 7 - This zone has 10+ pop-up spray heads.
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 8 - This zone is currently OFF LINE - New construction has damaged existing system

Zone 1 - 9 - This zone has 1 Fixed head and is in heavy shade.

Zone 1 - 10 - This zone has 14+ pop-up spray heads.
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 11 - This zone has 12 pop-up spray heads.
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 12 - This zone has 23 pop-up spray heads.
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 13 - This zone has 12+ pop-up spray heads & Drip
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 14 - This zone has 25+ pop-up spray heads
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 15 - This zone is currently OFF LINE - New construction has damaged existing system

Zone 1 - 16 - This zone has 9 pop-up spray heads & Drip
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Zone 1 - 17 - This zone has 15+ pop-up spray heads
The current 8 minuet x 3 day cycle delivers too much water for this zone.

Controller #2

Settings as of April 2022:

A variety of minuet cycles

4 times a week (Monday, Tuesday, Thursday, Friday) starting at 2:30AM

Zone 2 - 1 - This zone has 22 pop-up spray heads.

The current 8 minuet x 4 day cycle delivers too much water for this zone.

Zone 2 - 2 - This zone is currently OFF LINE - exact location unknown

Zone 2 - 3 - This zone is currently OFF LINE - exact location unknown

Zone 2 - 4 - is zone has 10+ pop-up spray heads & Drip

The current 8 minuet x 4 day cycle delivers too much water for this zone.

Zone 2 - 5 - This zone is currently OFF LINE - exact location unknown

Zone 2 - 6 - This zone is currently OFF LINE - exact location unknown

Zone 2 - 7 - This zone is currently OFF LINE - exact location unknown

Zone 2 - 8 - This zone is currently OFF LINE - exact location unknown

Zone 2 - 9 - This zone has 15 pop-up spray heads.

The current 8 minuet x 4 day cycle delivers too much water for this zone.

Zone 2 - 10 - This zone is currently OFF LINE - exact location unknown

Zone 2 - 11 - This zone is currently OFF LINE - exact location unknown

Zone 2 - 12 - This zone is currently OFF LINE - exact location unknown

Zone 2 - 13 - This zone is currently OFF LINE - exact location unknown

Zone 2 - 14 - This zone has 21 pop-up spray heads.

The current 6 minuet x 4 day cycle delivers too much water for this zone.

Zone 2 - 15 - This zone has 10 pop-up spray heads.

The current 12 minuet x 4 day cycle delivers too much water for this zone.

Zone 2 - 16 - This zone has 5 pop-up spray heads.

The current 12 minuet x 4 day cycle delivers too much water for this zone.

Zone 2 - 17 - This zone has 20+ pop-up spray heads.

The current 6 minuet x 4 day cycle delivers too much water for this zone.

Zone 2 - 18 - This zone has 12+ pop-up spray heads.

The current 6 minuet x 4 day cycle delivers too much water for this zone.

Zone 2 - 19 - This zone has 6 pop-up spray heads.

The current 6 minuet x 4 day cycle delivers too much water for this zone.

Zone 2 - 20 - This zone has 15+ pop-up spray heads.

The current 6 minuet x 4 day cycle delivers too much water for this zone.

Controller #2 - continued:

Zone 2 - 21 - This zone has 8 pop-up spray heads.

The current 10 minuet x 4 day cycle delivers too much water for this zone.

Zone 2 - 22 - This zone is currently OFF LINE - exact location unknown

ATTACHMENTS

Photos

#1 - Broken Mainline
#2 - Pop-Ups
#3 - Chewed Lines
#4 - Runoff
#5 - Down Spouts
#6 - Soil Test
#7 - Pressure Regulator
#8 - Misting

#9 - Zone Map for City Hall - Controller #1
#10 - Zone Map for Community Association - Controller #2

end of report



BROKEN WATER MAIN NEAR C#2
ALSO DOWN SPOUT INTO PLANTER W/ EROSION ONTO DRIVEWAY





STUCK OPEN
BRAKING HAZZARD

MISS ADJUSTED
WATERING PARKING LOT



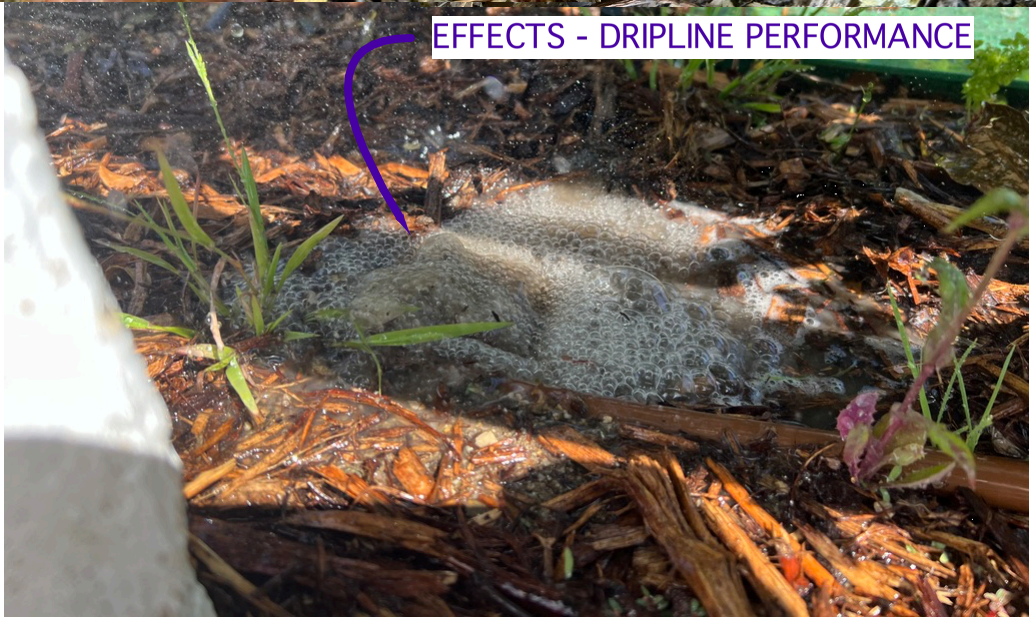
WATERING A ROCK
EXCESSIVE RUNOFF

POP UP SPRINKLERS



RODENTS LOOKING FOR WATER





EFFECTS - DRIPLINE PERFORMANCE



RUNOFF FROM LAWN AFTER 4 MINUETS



PUDDLING & RUNOFF FROM LAWN AFTER 4 MINUETS



DOWNSPOUT #3
EMPTIES INTO
PLANTER W/ NO
OUTLET



CORRODED DOWNSPOUT



ZONE 2-17
NO DRAINAGE
DEAD / DYING HEDGE



MOIST SOIL 2" BELOW

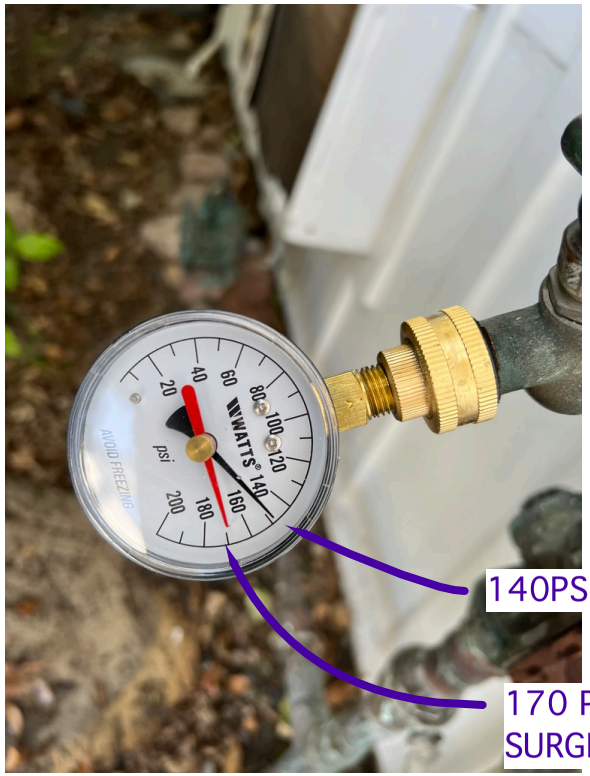
SURFACE CRACKS
IN LAWN AREA



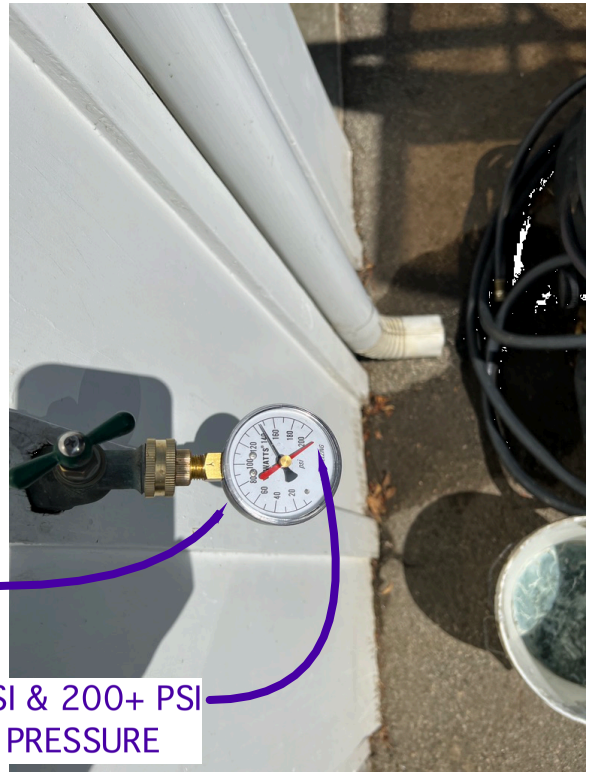
PRESSURE REGULATOR BY CONTROLLER #2



NOTE:
SET SCREW IS ADJUSTED AT LOWEST PSI SETTING YET PRESSURE IS STILL TOO HIGH
INDICATES FAULTY REGULATOR

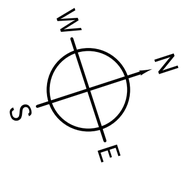


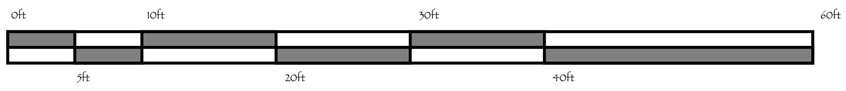
140PSI



170 PSI & 200+ PSI
SURGE PRESSURE


MISTING
NOTE
RAINBOW





1" = 8' - 0"

These drawings, specifications, ideas, and arrangements presented thereby are and shall remain the property of Evan Smith Landscape Architect. No part thereof shall be copied, disclosed to others or used in connection with any project other than the specific project for which they have been prepared and developed without the written consent of Evan Smith. Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance of these restrictions.

1-13
1-14
1-17
1-16
1-8 & 1-15
OFF LINE
?
1-9
1-12
1-11
1-10
BACKFLOW/
PRESSURE REG
1-11
1-12
CITY HALL
CONTROLLER #1
1-3
1-3
1-5
1-5
1-7
1-6
ZONE #2
1-4
1-5
ZONE #1
LAWN
SEPTIC
?
2-9 / 2-10 / 2-11

CITY HALL - CONTROLLER #1

ZONE #1 - IRRIGATION ZONE #

1-6 - CONTROLLER #

NOTES:
- THIS IS A DIAGRAMMATIC DRAWING AND IS NOT A LEGAL SURVEY.
- CONTRACTOR TO VERIFY ALL MEASUREMENTS PRIOR TO BIDDING & CONSTRUCTION.
- NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- ALL ADJUSTMENTS WILL BE MADE IN THE FIELD BY ARCHITECT, CONTRACTOR & HOMEOWNER.

IRRIGATION SURVEY PLAN FOR

ROLLING HILLS CITY HALL & COMMUNITY ASSOCIATION CAMPUS

2 PORTUGUESE BEND ROAD - ROLLING HILLS , CA 90274

EVAN SMITH - LANDSCAPE ARCHITECT #4716 - 1301 VIA GABRIEL - P.V.E. , CA 90274

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1" = 8' - 0"

2 -9 / 2-10 / 2-11

?

ZONE 2 -4

2 -14

2 -17

2 -9

ZONE 2 -19

CONTROLLER #2

DS #1

DS #2

DS #3

DS #4

COMMUNITY ASSOCIATION

PRESSURE REGULATOR #2

HOSE BIBS @ 140psi

2 -18

SEPTIC

ZONE 2 -15

LAWN

2 -16

DIRT

2 -20

2 -21

CONTROLLER #

1-6

IRRIGATION ZONE #

2 -1

COMMUNITY ASSOCIATION - CONTROLLER #2

NOTES:
- THIS IS A DIAGRAMMATIC DRAWING AND IS NOT A LEGAL SURVEY.
- CONTRACTOR TO VERIFY ALL MEASUREMENTS PRIOR TO BIDDING & CONSTRUCTION.
- NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- ALL ADJUSTMENTS WILL BE MADE IN THE FIELD BY ARCHITECT, CONTRACTOR & HOMEOWNER.

Attachment 3

CITY OF ROLLING HILLS

AGREEMENT FOR LANDSCAPE MAINTENANCE

THIS AGREEMENT is made and entered into as of _____, by and between the **CITY OF ROLLING HILLS** ("City") and _____ ("Contractor").

R E C I T A L S

A. City desires to retain the services of Contractor to provide maintenance of landscaping services in the Civic Center Area (City Hall and Tennis Courts) in the City of Rolling Hills.

B. Contractor has represented to City that it has the expertise, experience, and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described in this Agreement.

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

1. **General Services**. Contractor shall furnish all materials and perform all work required for maintenance of Civic Center Area and Tennis Court landscaping, which services are more particularly set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. City expressly reserves the right to contract with other contractors for landscape services other than those described in this Agreement.

2. **Payment.** Contractor shall submit invoices monthly and the City will make payment for both services covered by this Agreement and any authorized extra work on a monthly basis, within 10 days of the close of the month in which work was performed.

Authorized extra work, such as tree trimming for trees over 15 feet, major irrigation repairs, tree removal, and other work not covered by this Agreement, may be performed at the written direction of the City and charges itemized separately as extra work on a monthly invoice. City reserves the right to seek other bids for these services from the successful bidder or from any other contractors.

A. Compensation. City shall pay to Contractor the sum of _____ per month based on weekly services rendered under this Agreement, representing total compensation for all work, labor, annual fertilizer, equipment, and expenses incurred by Contractor. Additional work and materials not provided for in this Agreement may be authorized by City in writing and compensation therefor shall be agreed upon in advance by the parties.

SAMPLE

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

3. **Term and Termination**. The term of this Agreement shall commence on _____ and terminate _____ unless extended by mutual agreement of the parties. City may terminate this Agreement at any time, with or without cause. In such event, Contractor shall be compensated for work satisfactorily accomplished up to the time of termination.

4. **Insurance**. Contractor shall, at his expense, obtain and keep in force during the term of this Agreement, a policy of Comprehensive General Liability Insurance, a policy of Comprehensive Automobile Liability Insurance, and a policy of Workers' Compensation Insurance as set forth more fully below:

A. Contractor shall maintain and deliver to the City copies of their Comprehensive General Liability Insurance with a combined single limit of not less than $1,000,000 covering bodily injury and property damage; insuring Contractor and the City against any liability arising out of the maintenance on the premises and all areas appurtenant thereto. Such insurance shall (a) name City, the Rolling Hills Community Association, and the City of Rolling Hills Estates, their appointed and elected officials, officers, employees, and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain standard cross liability provisions.

B. Contractor shall maintain and deliver to City Copies of Comprehensive Automobile Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Contractor shall maintain Workers' Compensation Insurance covering their employees for injuries arising out of and in the course of their employment with limits of not less than $1,000,000 per accident.

D. Contractor shall provide copies of said policies' Certificates of Insurance. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. City, at its sole option, may forthwith terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

5. **Indemnity**. Notwithstanding the existence of insurance coverage required of Contractor pursuant to this Agreement, Contractor shall save, keep, indemnify, hold harmless, and defend City and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any

SAMPLE

time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance by Contractor, its officers, agents, or employees, including, but not limited to, its subcontractors (hereinafter collectively "Contractor"), of the work required pursuant to this Agreement, occasioned by any alleged or actual negligence or wrongful act or omission by the Contractor, including any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in consequence of the use in the performance by Contractor of the work hereunder of any article or material supplied or installed pursuant to this Agreement.

A. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection herewith;

B. Contractor will promptly pay any judgment rendered against City, its officers, agents, or employees for any such claims, penalties, obligations, or liabilities; and,

C. In the event City, its officers, agents, or employees are made a part to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence or wrongful acts of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees any and all costs and expenses incurred by City, its officers, agents, or employees in such action or proceeding, including but not limited to, reasonable attorneys' fees.

6. **Quality of Work Performed**. All work shall be performed in accordance with accepted horticultural standards of quality and workmanship so as to maintain the landscape in the highest possible aesthetic condition.

7. **Personnel**. Contractor shall provide at all times sufficient landscape personnel with the skills and experience necessary to perform the various landscape activities for the full performance of this work. All personnel provided for the performance of this Agreement shall be employees of the contractor and contractor shall assume payment of all wages, taxes, and all other employee costs, unless otherwise provided.

Contractor shall hold harmless, indemnify, and defend the City against any liability or assessment connected with violations of Federal Statutes pertaining to alien/citizen status.

On-site personnel shall wear identifiable company uniforms including shirts, jackets, and caps, as necessary.

Frequent inspections of the site shall be made by an appropriate supervisor of the Contractor to assure adherence to schedules and policies by the crews performing the work. Supervisors shall be available to attend job walks with the City Manager or representative as necessary.

8. **Work Schedule**. Under normal conditions, the crews shall be on-site at various times to be determined by the City between the hours of 7:30 a.m. and 3:30 p.m. Monday through Friday (no Thursday mornings 7:00 a.m. to 1:00 p.m., Saturdays or Sundays permitted). Contractor shall observe the standard holidays and shall schedule work accordingly.

SAMPLE

Contractor's crews shall not work during inclement weather as damage to ground cover and turf areas may result. Contractor shall have a foreman visit the job site on Rain Days to turn off irrigation clocks and check for storm damage to the landscape. Storm damages noted shall be reported to the City.

9. **Licenses and Permits**. Contractor shall maintain a State Landscape Contractor's license and shall comply with all other license and permit requirements of the City, State, and Federal governments, as well as all other requirements of the law.

10. **Taxes**. Contractor agrees to pay all applicable taxes, including sales tax on material supplies where applicable.

11. **General Requirements.** Contractor shall comply with all City, State, and Federal laws in the performance of its services.

12. **Assignment**. This Agreement is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

13. **Attorney's Fees**. In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.

14. **Non-discrimination**. Contractor shall not discriminate in the hiring of employees or in the employment of subcontractors on any basis prohibited by law.

15. **Independent Contractor**. Contractor is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Contractor or any of the Contractor's employees, except as herein set forth. Contractor 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.

16. **Notices**. All notices and communications shall be sent to the parties at the following addresses:

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

CONTRACTOR:

SAMPLE

17. **Authorized Signature**. Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and corporate officers having a principal interest herein.

18. **Entire Agreement; Modification**. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements, or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if signed by the party to be charged.

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

CONTRACTOR:

_____

_____
(Title)

Contractor's License No._____
Agency Business License No._____
Federal Tax Identification No._____

CITY:

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

Attested:

_____
Christian Horvath, City Clerk of the City of Rolling Hills

Date: _____

EXHIBIT A

SAMPLE

Scope of Work

I. Turf Management

Contractor is expected to perform the tasks listed below:

1. Mow the lawns weekly to maintain a neat and manicured appearance, weather permitting.
2. For all turf areas, inspect grounds for litter and debris prior to mowing and dispose of any litter or debris identified.
3. Mow all irrigated lawn areas to the finished cut height of no less than 1 ½" and no more than 2 ½"unless otherwise requested.
4. Cut lawn to a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented.
5. The lawn cutting height shall be appropriate to turf variety. The lawn edges shall be trimmed adjacent to walks, curbs, paving, headers, and shrub areas. Immediately following each mowing, the areas shall be left in a neat and clean condition.
6. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.
7. Extra care shall be taken to prevent edging wider than necessary margins around sprinkler heads, borders, and trees. Care shall be taken to prevent trimmer damage to tree trunks and structures.
8. Fertilizers shall be applied seasonally on a set schedule to maintain lawn strength, color, and vigor.
9. Fertilizers shall be watered in after the application at the next regularly scheduled watering period.
10. Both chemical and organic fertilizer materials may be used.
11. Contractor shall maintain a log of fertilizer use and provide log to City upon City's request.
12. Broadleaf and grassy weeds, insect pests, and plant diseases shall be treated by application of approved pesticides.
13. Damage to lawns and ground cover due to circumstances beyond the Contractor's control shall be repaired after agreement with the City as to payment for such work.
14. Lawns are to the thatched, scalped, and over-seeded in the Fall.

II. Ground Covers and Shrubs

SAMPLE

Contractor is expected to perform the tasks listed below:

1. On a monthly basis, prune and trim ground cover plants neatly away from shrubs, trees, walk-ways, walls, and headers.
2. Shrubs shall be pruned to maintain a natural shape and proper size as a continuous operation.
3. Pruning and shaping of shrubs shall be performed only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood.
4. Shrubs shall not be clipped into balled or boxed forms unless required by the design.
5. Ground cover and shrubs shall be kept trimmed and pruned back so as to not obstruct sprinklers, outdoor lights, fire hydrants, and electrical/telephone boxes.
6. Vines on City Hall shall be removed.
7. Damage to ground covers due to circumstances beyond the Contractor's control shall be repaired after prior agreement with the City as to payment for such work.
8. Plants that are in a state of decline and are dead shall normally be removed if Contractor is satisfied that the property will benefit aesthetically. Contractor must notify the City first, and gain City approval, before plant are removed.
9. Shrub and ground cover areas shall be kept free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective herbicides. Cultivation or hoeing weeds is not permitted.
10. Fertilizer shall be applied seasonally on a programmed and monitored basis or as required to stimulate growth.
11. Contractor shall maintain a log of fertilizer use and provide log to City upon City's request.

III. Small Trees

Contractor is expected to perform the tasks listed below:

1. Maintain all trees and shrubbery to a measure of 15 feet in height or less.

2. Trimming of trees over 15 feet in height may be performed and invoiced as extra work following written approval by the City. City reserves the right to seek other proposals from other contractors for trimming of trees over 15 feet in height.

3. Trees shall be properly staked and tied as necessary. Tree ties shall be inspected at least three times per year to prevent damage caused by abrasion or constriction.

4. Removal of tree stakes shall be considered as soon as possible to encourage tree development.

SAMPLE

5. Trees and stumps requiring removal due to storm damage, proximity to buildings, walks, utilities, or other reasons shall be performed as directed and invoiced as extra work following written approval by the City.

6. Contractor shall inspect trees for insects and diseases. Approved chemical sprays shall be applied if required for common and controllable insect and disease infestations. Spraying shall be limited to one application. Additional treatments necessary due to unusual conditions may be invoiced as extra work following written approval by the City. Spraying shall be limited to trees measuring 15 feet or less in overall height.

7. The City may ask that a tree or large shrub be lowered to protect a view. If this requires a non-standard trimming practice that can result in deformity or seriously impact the health of the tree, the ultimate responsibility will be borne by the City.

8. Olive trees shall be sprayed in the spring to reduce the production of olives and shall be performed as part of the monthly service at no additional charge to the City.

9. Contractor shall not be responsible for tree damage caused by tree roots.

IV. Replacement

Contractor is expected to perform the tasks listed below:

1. Comply with the following requirement: any plant material that may expire, due to negligent maintenance procedures, shall be replaced by the Contractor, up to a maximum fifteen-gallon size plant, at no extra cost to the City.

V. Debris Control

Contractor is expected to perform the tasks listed below:

1. On a weekly basis, all lawns, planting beds, and walkways shall be cleaned of papers, bottles, excessive dust, and other types of debris.

2. On a weekly basis, rake and remove leaf debris after tree trimming.

3. As work in each area is completed, the clippings, trimmings, and debris shall be picked up and removed from the property at the end of each workday to leave a clean condition.

VI. Pest Control

Contractor is expected to perform the tasks listed below:

SAMPLE

1. A pervasive pest infestation that is out of the ordinary (e.g. an influx of snails, whitefly, and lerp psyllid, etc.) requiring repeated pesticide applications may be invoiced as extra work following written approval by the City. Contractor will bear the responsibility to hire a California licensed pest control and fumigation sub-contractor when the application of services is deemed necessary.

2. Contractor's employees and subcontractors shall exercise the proper use of chemical controls and spray equipment and take all established safety precautions.

3. Contractor shall assume all supervision and responsibility for the application of chemicals and insecticides that are used by Contractor's employees and subcontractors in performing contracted work.

4. Contractor will not be held responsible for children or pets that may ingest pellets, granular products, or treated foliage, unless negligence on the part of the Contractor is the cause.

VII. Irrigation Systems

Contractor is expected to perform the tasks listed below:

1. Continually inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition, which hampers the normal operation of the irrigation system.

2. The crew foreman shall manually sequence each automatic irrigation controller on a scheduled basis to ensure that the irrigation system facets are operating properly.

3. Contractor shall replace sprinkler heads damaged by normal landscape maintenance operations at no charge to the City.

4. On a monthly basis, Contractor shall inspect sprinkler heads and make adjustments, if necessary to conserve water and to provide the best possible coverage and least possible spray onto buildings, fences, and tennis courts while conserving water.

5. Contractor will not be held responsible for water damage resulting from sprinkler heads located in close proximity to structures that over-spray in an unavoidable manner.

6. Maintenance crew shall schedule watering area plant material on automatic irrigation controllers in quantities and frequencies consistent with seasonal requirements of the area plant materials.

7. Where practical, watering all vegetation shall be done at night or early morning if the system is automatic, or unless directed otherwise by the City.

SAMPLE

8. Repairs and/or replacement of automatic irrigation clocks, major valves, and major piping may be performed and invoiced as extra work following written approval by the City.

9. Minor replacement and repairs to sprinkler heads and pipes shall be performed at no additional cost to the City.

10. Maintenance crew must immediately report to the City any vandalism or accidental damage caused by others. Repairs may be made and invoiced as an extra charge following written approval by the City.

11. If the maintenance crew has determined that the automatic irrigation controller has failed or malfunctioned, the City shall be instructed as to location of clocks and backflow valves so that they may be turned off.

12. Contractor shall provide the City with a 24-hour emergency service telephone number and designate a company person to receive emergency calls. Contractor agrees to respond to City emergency calls during normal business hours (7:30am to 5pm) and during non-business hours (5pm to 7:30am).

13. Contractor shall inspect and clean all drainage swales, grates, and rain gutters on all structures on and leading from the property.

VIII. Irrigation Systems

Contractor is expected to perform the tasks listed below:

1. Special Circumstances. Damage to landscape or irrigation systems caused by others, such as other contractors working on the property, may be repaired and invoiced as extra work following written approval by the City.
2. Stormwater Prevention. Pursuant to the National Pollutant Discharge Elimination System (NPDES) Permit, Public Agencies are required to implement programs to minimize storm water pollution impacts from public agency activities, including from landscape facilities management. Therefore, Contractor shall ensure that no application of pesticides or fertilizers occurs immediately before, during, or immediately after a rain event or when water is flowing off the area to be applied. In addition, Contractor shall not apply any banned or unregistered pesticides or fertilizers.

SAMPLE

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 7.M
Mtg. Date: 09/12/2022

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 CITY HALL REQUEST FOR PROPOSAL TO EVALUATE EXISTING HEATING, VENTILATION AND AIR CONDITIONING (HVAC) AT CITY HALL, AND PROVIDE ENGINEERING DESIGN FOR A FUNCTIONING SYSTEM**

DATE: **September 12, 2022**

BACKGROUND:
The existing system is several decades old and currently not operating to provide cooling and heating at City Hall. In July 2022, staff noticed that the thermostat was not responsive and called three HVAC contractors to troubleshoot. Two of the three contractors responded to the call and similarly opined that the condenser of the system need replacement. Additionally, due to the age of the condenser, to have a functioning system, the furnace should be replaced as well. Furthermore, one contractor inspected the duct work conveying the cool air and heat to different parts of the offices and found that one major section of the duct was disconnected. Another set of duct work showed a segment that was crushed, effectively pinching the pipe to restrict airflow. City staff has been operating City Hall without proper ventilation since late July. With the recent heat wave, employees were instructed to alter their attire and hydrate often in response to the high temperature at City Hall.

After numerous discussions with the HVAC contractors on the quoted prices of replacement parts, staff provided the information to the architectural/engineering team of the City Hall ADA Improvement project for feedback. The architectural/engineering team opined that the suggested replacement parts should be designed to ensure a complete system function. Considering this feedback, staff prepared a request for proposals to solicit qualified companies that have experience in preparing construction documents and specifications for improvements to public facilities for HVAC systems. Currently the furnace and AC Condenser are located in the Mechanical Room. Per the opinions of the HVAC contractors, and the architectural/engineering team, the equipment should be relocated outside of the mechanical room to properly draw air for the system.

DISCUSSION:
To address the current working condition at City Hall, staff wrote the request for proposal to have a short turnaround. The selected proposer shall prepare a set of construction document including all equipment specification, quantities, locations and project diagrams needed to solicit construction bids from qualified HVAC contractors to install a turnkey system.

All proposals are due no later than 3 pm on September 26, 2022. The City reserves the right to extend the deadline. The City will respond to request for clarification in written RFP addendum(s) as needed. All inquiries shall be directed to Project Manager Alan Palermo by 5 pm on September 21, 2022.

FISCAL IMPACT:
The contractor's proposals for replacement parts, and duct work repair ranged from $30,000 to $50,000. The failure of the City Hall's HVAC system was unanticipated and therefore not budgeted in Fiscal Year 2022-2023. Additionally, staff anticipates the design fee. Staff will present the proposals received and the fee associated with design at that time. This project will need allocation from the General Fund reserve.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
PW_CHC_220902_CHC_HVAC_RFP_F.pdf

City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

REQUEST FOR PROPOSALS
ENGINEERING/DESIGN OF HVAC
FOR ROLLING HILLS CITY HALL

PROPOSALS DUE 3 PM, SEPTEMBER 26, 2022

SECTION 1 - BACKGROUND

Proposals are being solicited from qualified engineers, trade professionals with the expertise needed to design a high efficiency Heating, Ventilation and Air Conditioning (HVAC) system for the approximately 3,420 square foot Rolling Hills City Hall building located at 2 Portuguese Bend Road, Rolling Hills, CA 90274. Upon design and equipment specification completion, Rolling Hills will solicit construction bids from qualified contractors for the removal of the old system and installation of the new system specified by this design.

The existing system is several decades old (exact date when installed is unknown) and not operating to required standards. Additionally, improvements to City Hall are currently in preliminary design (building expansion of approximately 260 square feet, revised layout) with construction of improvements not expected to begin until 2024. The new HVAC system designed under this project shall meet the current needs and be expandable/sized to meet the HVAC needs of the renovated City Hall facility.

SECTION 2 - SCOPE OF SERVICES

The City of Rolling Hills is requesting proposals from qualified companies that have mechanical, electrical and plumbing design expertise for public facilities. The existing building layout and proposed future building layout (Schematic Design Set) can be found in Attachment 1. Currently the furnace and AC Condenser are located in the Mechanical Room (See existing building layout in Attachment 1). The City would consider/prefer relocating the mechanical equipment outside the building in the approach for meeting project requirements.

The selected proposer shall prepare a set of construction document including all equipment specification, quantities, locations and project diagrams needed to solicit construction bids from qualified HVAC contractors to install a turnkey system.

Task 1 Design

Project deliverables for this task:

- Evaluate existing facility.
- Prepare and submit 100% construction documents within 30 working days from the Notice to Proceed.
- Conduct one review meeting with the City Hall ADA Improvements project team.
- Incorporate city's review comments.
- Submit design plans to Los Angeles County Building Division for permitting.
- Achieve all other necessary permits for project.
- Conduct two design review meetings with City

Task 2 Bid Support

Project deliverables for this task:

- Prepare Bid Package.
- Respond to Request for Information (RFIs) during the bid phase.
- Review bids and assist the City preparing agenda report for contract award.

Task 3 Construction Support

Project deliverables for this task:

- Provide general construction support services during construction.
- Attend three progress meetings with staff and or contractor.
- Respond to contractor Request for Information (RFI).
- Review contractor's request for contract change orders and advise the city on follow up action.
- Review contractor's invoice and advise the city on payment.
- Prepare as-built plans.
- Prepare project close out documents for city records.

SECTION 3 - PROPOSAL REQUIREMENTS

Understanding of the Scope of Work: Consultant shall provide a narrative to the approach to complete the Scope of Work efficiently and economically.

Organization, Credentials and Experience: Provide a summary of the Consultant's qualifications, credentials, and related past experience. Describe the consulting firm, including the personnel who will be assigned to the contract. Provide a list of three of the Consultant's projects within the last five years of similar scope and content.

Fees: Under separate cover, provide a rate proposal for the scope of work. The cost proposal shall be identified for each task. The proposed cost budget shall present the labor rates and proposed labor hours of proposed staff for each work task described in the consultant's proposal, as well as other direct costs.

Additional Information: Consultants are to review the sample Professional Services Agreement and provide comments and or questions as a part of the Consultant's proposal. See Section 6 of this RFP.

SECTION 4 - PROPOSAL PROCEDURE

All proposals are due no later than 3 pm on September 26, 2022. The City reserves the right to extend the deadline. The City will respond to request for clarification in written RFP addendum(s) as needed. All inquiries shall be directed to Project Manager Alan Palermo at alanmpal@gmail.com by 5 pm on September 21, 2022.

Please submit the proposal via email to:

Elaine Jeng, P.E.
City Manager
ejeng@cityofrh.net

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City of Rolling Hills and the firm selected. The City of Rolling Hills reserves the right without prejudice to reject any or all proposals. No reimbursement will be made by the City for costs incurred in the preparation of the response to this Request for Proposal. Submitted materials will not be returned and become the property of the City of Rolling Hills.

SECTION 5 - SELECTION CRITERIA

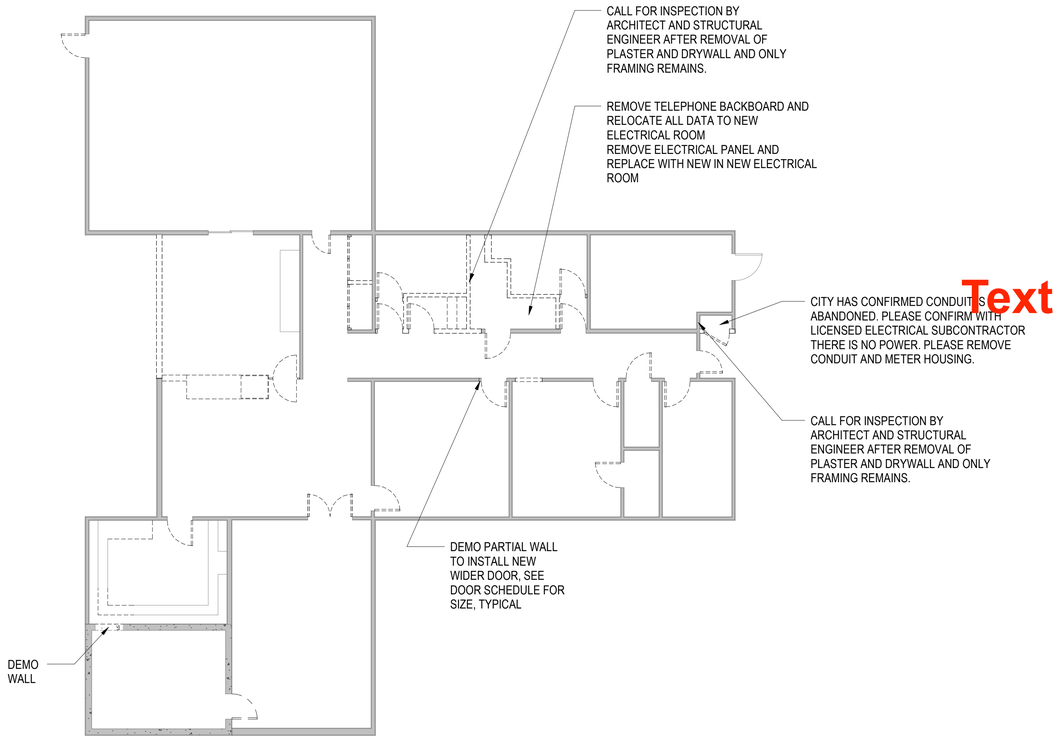
Proposals will be selected based on sound approach to meeting the scope of work, the ability to demonstrate efficiency use of resources, the relevant experience of proposed personnel, and dedication of personnel to complete the project within the specified timeframe. Consultants may be asked to participate in an interview with the City. If necessary, interviews are tentatively scheduled for the week of October 3, 2022.

SECTION 6 - ATTACHMENTS

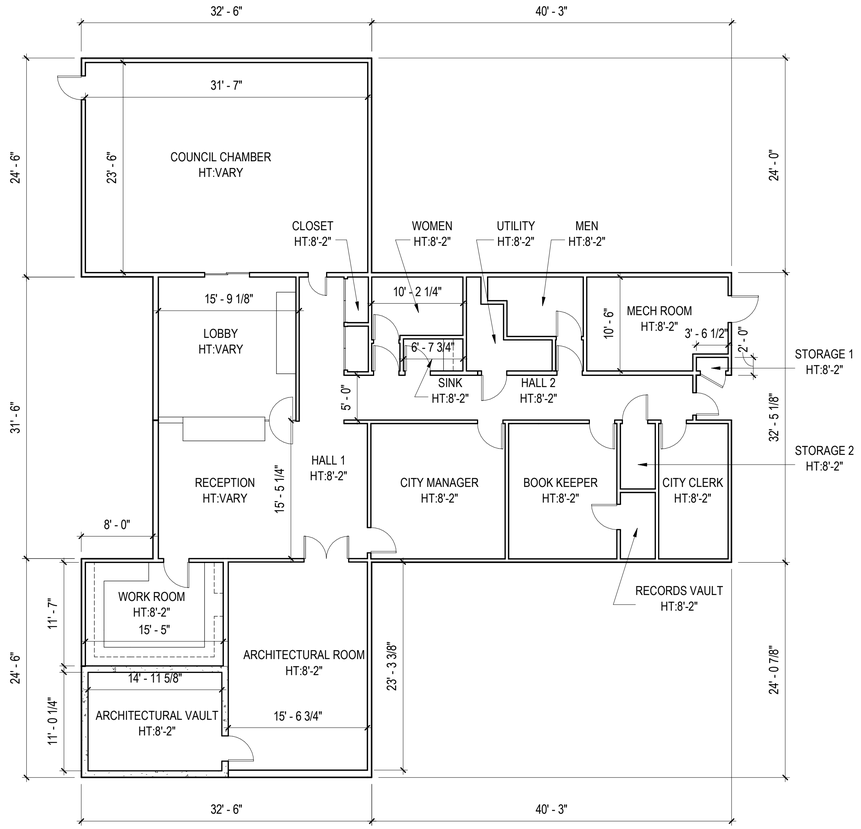
Attachment 1 – Schematic Design Plans, June 2022
Attachment 2 – Sample Professional Services Agreement

ATTACHMENT 1

DEMOLITION NOTE:
PROVIDE FOR TWO PHASE DEMOLITION:
PHASE 1:REMOVAL OF PLASTER AND DRYWALL AND LEAVE FRAMING INTACT FOR INSPECTION OF STRUCTURAL ELEMENTS.
PHASE 2: REMOVAL OF FRAMING. ALLOW 14 DAYS FOR STRUCTURAL ENGINEER TO DETAIL CONNECTIONS IF FOUND TO BE NEEDED FOR IMPROVEMENTS.



Text



1 DEMO - 1ST FLOOR PLAN
1/8" = 1'-0"

2 AS-BUILT 1ST FLOOR PLAN
1/8" = 1'-0"

PACIFIC ARCHITECTURE & ENGINEERING, INC
1137 SECOND STREET, SUITE 214
SANTA MONICA, CA 90403
OFFICE TEL: 310-424-9658

CITY HALL ADA
2 PORTUGUESE BEND RD
ROLLING HILLS, CA 90274

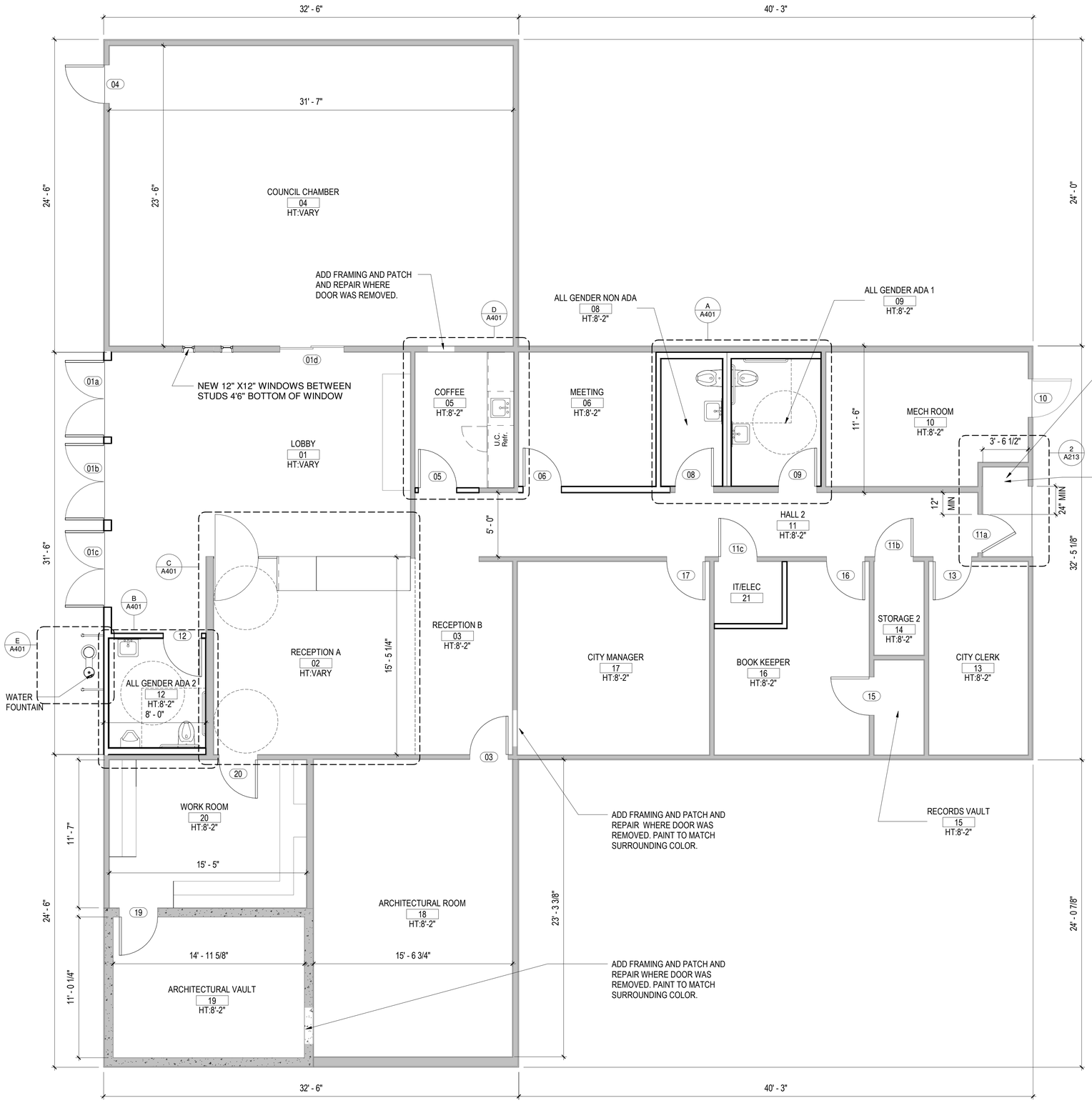
City of Rolling Hills
2 Portuguese Bend Rd
Rolling Hills, CA 90274

ISSUE	DATE	DESCRIPTION
1	3/xx/20	PROGRESS
2		
3		
4		
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6		
7		
8		
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11		

PROJECT: XXXXX
DRAWN: Author CHECKED: Checker

AS-BUILT AND DEMO PLANS

A201



1 1ST FLOOR PLAN
1/4" = 1'-0"

DOOR SCHEDULE

DOOR #	ROOM NAME	DOOR SIZE WIDTH	DOOR SIZE HEIGHT	DOOR TYPE	REMARKS
01a	ENTRY	6' - 0"	7' - 0"		
01b	ENTRY	6' - 0"	7' - 0"		
01c	ENTRY	6' - 0"	7' - 0"		
01d	LOBBY1	5' - 0 1/4"	7' - 9 3/4"		
02	RECEPTION	3' - 6"	7' - 0"		
03	HALL 1	3' - 0"	7' - 0"		
04	COUNCIL CHAMBER	3' - 0"	7' - 0"		
05	COFFEE	3' - 0"	7' - 0"		
06	MEETING	3' - 0"	7' - 0"		
08	VESTIBULE	3' - 0"	7' - 0"		
09	ALL GENDER ADA 1	3' - 0"	7' - 0"		
10	MECH ROOM	3' - 0"	6' - 8"		
11a	HALL 2	3' - 0"	7' - 0"		
11b	HALL 2	3' - 0"	7' - 0"		
11c	HALL 2	3' - 0"	7' - 0"		
12	ALL GENDER ADA 2	3' - 0"	7' - 0"		
13	CITY CLERK	3' - 0"	7' - 0"		
15	RECORDS VAULT	3' - 0"	7' - 0"		
16	BOOK KEEPER	3' - 0"	7' - 0"		
17	CITY MANAGER	3' - 0"	7' - 0"		
19	ARCHITECTURAL VAULT	3' - 0"	7' - 0"		
20	WORK ROOM	3' - 0"	7' - 0"		

PACIFIC ARCHITECTURE
& ENGINEERING, INC
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CITY HALL ADA

2 PORTUGUESE BEND RD
ROLLING HILLS, CA 90274

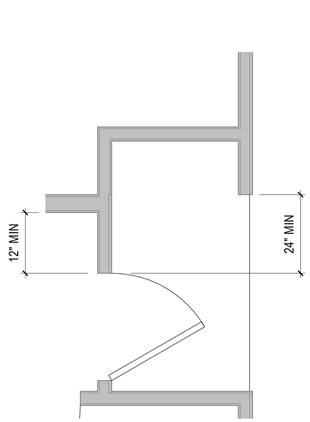
City of Rolling Hills
2 Portuguese Bend Rd
Rolling Hills, CA 90274

ISSUE	DATE	DESCRIPTION
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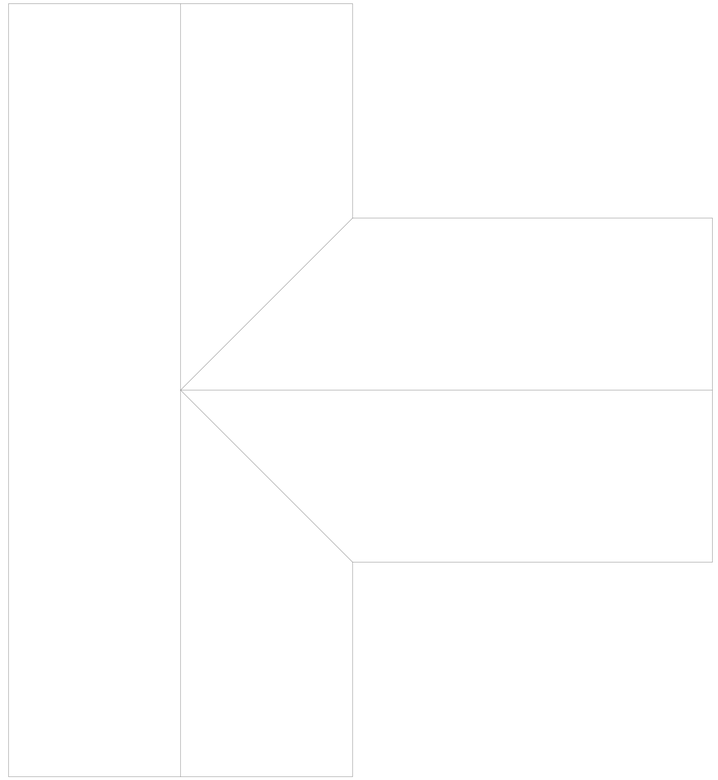
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FLOOR PLAN

A211



2 ENLARGED PLAN - REAR ENTRY
1/2" = 1'-0"



1 ROOF PLAN
1/8" = 1'-0"

PACIFIC ARCHITECTURE
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ISSUE	DATE	DESCRIPTION
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DRAWN: Author CHECKED: Checker

ROOF PLAN AND
ENLARGED PLAN

A213



1 1ST FLOOR FURNITURE PLAN

1/4" = 1'-0"

PACIFIC ARCHITECTURE
& ENGINEERING, INC
1137 SECOND STREET, SUITE 214
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CITY HALL ADA

2 PORTUGUESE BEND RD
ROLLING HILLS, CA 90274

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

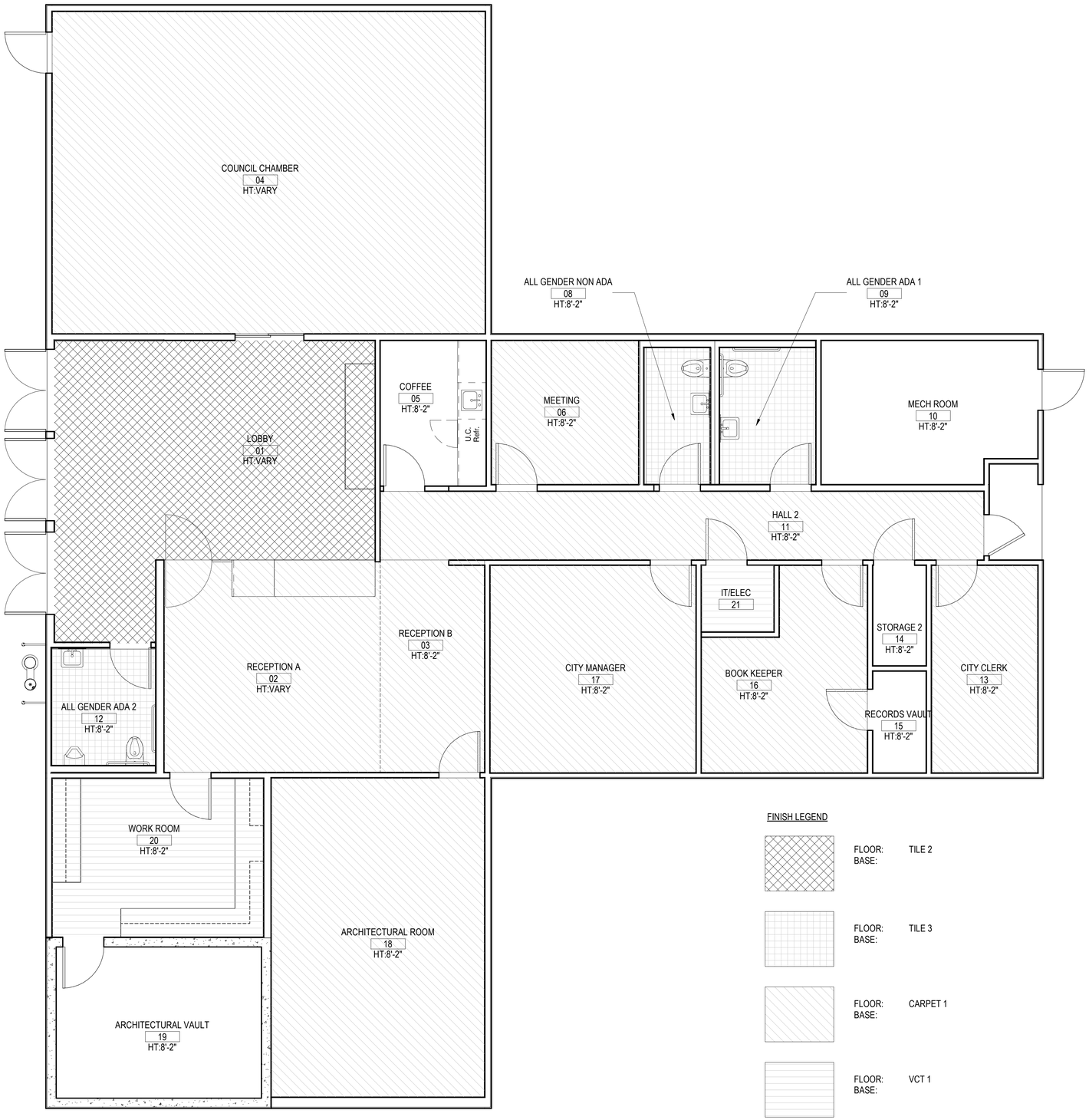
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PROJECT: XXXXX

DRAWN: Author CHECKED: Checker

FURNITURE PLAN

A214



FINISHI SCHEDULE				
ROOM NAME	ROOM NUMBER	FLOOR	WALL	CEILING
LOBBY	01			
RECEPTION	02			
RECEPTION B	03			
COUNCIL CHAMBER	04			
COFFEE	05			
MEETING	06			
VESTIBULE	08A			
ALL GENDER ADA 1	09			
MECH ROOM	10			
HALL 2	11			
CITY CLERK	13			
STORAGE 2	14			
RECORDS VAULT	15			
BOOK KEEPER	16			
CITY MANAGER	17			
ARCHITECTURAL ROOM	18			
ARCHITECTURAL VAULT	19			
WORK ROOM	20			
IT/ELEC	21			

FINISH LEGEND

FLOOR: TILE 2
BASE:

FLOOR: TILE 3
BASE:

FLOOR: CARPET 1
BASE:

FLOOR: VCT 1
BASE:

1 1ST FLOOR PLAN WITH FINISH SCHEDULE
1/4" = 1'-0"

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CITY HALL ADA
2 PORTUGUESE BEND RD
ROLLING HILLS, CA 90274

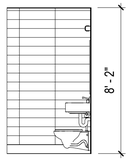
City of Rolling Hills
2 Portuguese Bend Rd
Rolling Hills, CA 90274

ISSUE	DATE	DESCRIPTION
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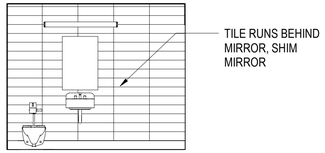
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FINISH SCHEDULE

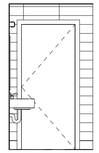
A301



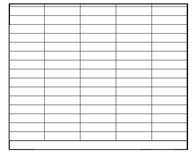
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1/4" = 1'-0"



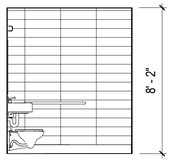
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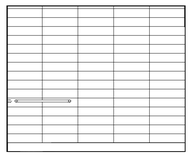
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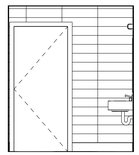
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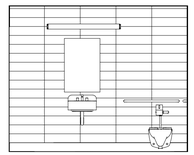
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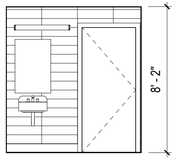
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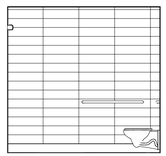
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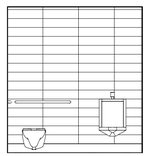
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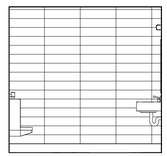
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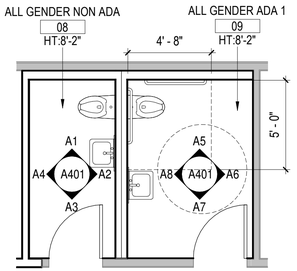
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1/4" = 1'-0"



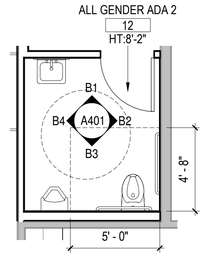
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1/4" = 1'-0"



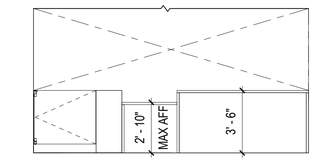
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1/4" = 1'-0"



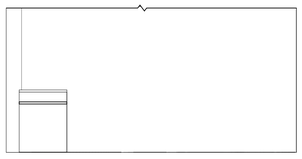
A ENLARGED PLAN - RESTROOMS
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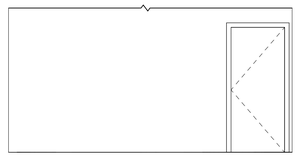
B ENLARGED PLAN - ALL GENDER ADA RESTROOM
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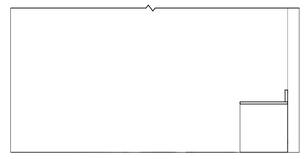
C1 RECEPTION - INT ELEV A
1/4" = 1'-0"



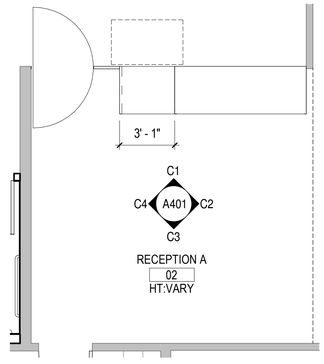
C2 RECEPTION - INT ELEV B
1/4" = 1'-0"



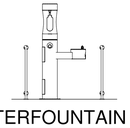
C3 RECEPTION - INT ELEV C
1/4" = 1'-0"



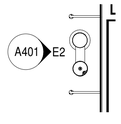
C4 RECEPTION - INT ELEV D
1/4" = 1'-0"



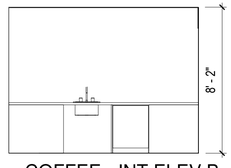
C ENLARGED PLAN - RECEPTION
1/4" = 1'-0"



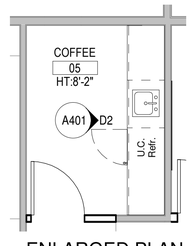
E2 WATERFOUNTAIN - INT ELEV B
1/4" = 1'-0"



E ENLARGED PLAN - WATER FOUNTAIN
1/4" = 1'-0"



D2 COFFEE - INT ELEV B
1/4" = 1'-0"



D ENLARGED PLAN - COFFEE
1/4" = 1'-0"

PACIFIC ARCHITECTURE
& ENGINEERING, INC
1137 SECOND STREET, SUITE 214
SANTA MONICA, CA 90403
OFFICE TEL: 310-424-9658

CITY HALL ADA
2 PORTUGUESE BEND RD
ROLLING HILLS, CA 90274

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

ISSUE	DATE	DESCRIPTION
1	3/xx/20	PROGRESS
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

PROJECT: XXXXX
DRAWN: Author CHECKED: Checker

ENLARGED PLANS AND INTERIOR ELEVATIONS

A401

ATTACHMENT 2

CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____day of _____ 2019 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and _____ with principal offices at _____-, hereinafter referred to as "CONSULTANT."

1. RECITALS:

A. The CITY desires to contract the CONSULTANT for _____

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

C. CONSULTANT is willing to render such _____ 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 specifications and the scope of work described in the Proposal for _____ Services, attached herein as Exhibit A (hereinafter referred to as “SERVICES”).

3. COST

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this AGREEMENT at the rates and in the manner established in the attached Scope of Work, attached herein as Exhibit A.

Total contract shall not exceed the sum of _____ during the term of the AGREEMENT. This fee includes all expenses, consisting of all local travel, attendance at meetings, printing and submission of grants, which are accrued during that period. It also includes any escalation or inflation factors anticipated.

Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

SAMPLE

ATTACHMENT 2

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed within 30 (thirty) days of submitting an invoice to City for the SERVICES. CONSULTANT shall submit an invoice for the SERVICES within 10 (ten) days of completing each task or portion thereof identified in Exhibit A to this AGREEMENT. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. SUBCONTRACTING

CONSULTANT may employ qualified independent subcontractor(s) to assist CONSULTANT in the performance of SERVICES with CITY's prior written approval.

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this AGREEMENT upon execution of this AGREEMENT.

7. PERFORMANCE TO SATISFACTION OF CITY

CONSULTANT agrees to perform all work to the reasonable satisfaction of CITY and within the time hereinafter specified.

8. COMPLIANCE WITH LAW

All SERVICES rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal Law.

9. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's California office during the contract period and thereafter for five years from the date of final payment.

10. OWNERSHIP OF DATA

All data, maps, photographs, and other material collected or prepared under the contract shall become the property of the CITY.

11. TERM OF CONTRACT

This contract shall be valid for _____ from execution of this AGREEMENT.

SAMPLE

ATTACHMENT 2

12. TERMINATION

This contract may be terminated by either party with or without cause upon seven (7) days written notice to the other party. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

13. ASSIGNABILITY

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

14. AMENDMENT

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

15. NON-SOLICITATION CLAUSE

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

16. INDEMNITY

CONSULTANT shall indemnify and save harmless CITY, its elected and appointed officers and employees from all claims, damages, suits, cost or actions of every name, kind or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of CONSULTANT, it officers, agents, employees and/or servants in connection with this AGREEMENT.

CITY shall indemnify and save harmless CONSULTANT, its officers, agents, employees, and servants from all claims, damages, suits, costs or actions of every name, kind, or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of the CONSULTANT, its officers, agents, employees, and/or servants in connection with this AGREEMENT.

If CONSULTANT should subcontract all or any portion of the SERVICES to be performed under this AGREEMENT, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the term of the preceding paragraph. This section shall survive termination or expiration of this AGREEMENT.

SAMPLE

ATTACHMENT 2

17. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 16 - 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.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers 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 $500,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. CONSULTANT shall require all subcontractors who are hired by CONSULTANT to perform the SERVICES and who have employees to similarly obtain Worker's Compensation Insurance for all of the subcontractor's employees.

iv. Professional Liability Insurance for CONSULTANT that at a minimum covers professional misconduct or lack of the requisite skill required for the performances of SERVICES in an amount of not less than $500,000 per occurrence.

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

C. Additional Insured. City, its elected and appointed officers and employees shall be named as additional insured on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) and (ii) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this AGREEMENT, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the

SAMPLE

AGREEMENT. All required insurance policies are subject to approval of the City Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this AGREEMENT or procure or renew such insurance, and pay any premiums therefore at CONSULTANT'S expense.

18. 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.

19. 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.

20. INDEPENDENT CONTRACTOR

The CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees or subcontractors, 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.

21. ENTIRE AGREEMENT OF THE PARTIES

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

22. NOTICES.

All written notices required by, or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; the parties to this AGREEMENT shall promptly inform the other party of any change of address. All

SAMPLE

notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this AGREEMENT is as follows:

CITY: Elaine Jeng, PE, City Manager
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

CONSULTANT: _____

23. GOVERNING LAW

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

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

CITY OF ROLLING HILLS CONSULTANT

CITY MANAGER

_____ _____
ELAINE JENG, PE

DATE:_____ DATE:_____

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
MICHAEL JENKINS, CITY ATTORNEY

SAMPLE

Agenda Item No.: 7.N
Mtg. Date: 09/12/2022

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 A REPORT ON THE CLOSURE OF THE CITY HALL CAMPUS RECYCLING CENTER**

DATE: **September 12, 2022**

BACKGROUND:
In 2019, 2020, 2021, and most of 2022, City staff observed illegal dumping of trash, furniture, electronic waste, hazardous waste at the City Hall Campus Recycling Center. Staff has included photos of abuse and illegal dumping both in the Blue Newsletter and asked Republic Services to do the same in the company's quarterly newsletter for Rolling Hills to bring awareness to the community. The campus is open to the general public and the illegal dumping may be from any members of the public, whether residents or not.

The franchise agreement with Republic Services offers all residents of Rolling Hills with unlimited trash pick-up services. The agreement also provides semi-annual greenwaste, e-waste and paper shredding. Additionally, the City provides e-waste events on the Peninsula frequently.

DISCUSSION:
Most recently, in early August, staff notified Republic Services that the City Hall campus Recycling center area was becoming overrun with items and attracting vermin. The latest offense has caused increased vermin around the City Hall campus, observed by Councilmembers and residents alike. Staff ultimately determined that the site has been and will continue to be abused if it remains open and create a public health issue at the campus. Staff sent Republic services an email on August 22nd requesting that the site be emptied and the bins removed. Republic has removed most of the materials and bins but has a little more to attend to. The RHCA maintenance staff assisted in locking the gate and boarding it up temporarily to deter more dumping. Despite that, staff has found materials dumped outside the gates in the past couple weeks and posted signs to try and deter that activity.

Staff will develop a long-term plan for the area and in the near term a better way to ensure the area is sufficiently blocked from future abuse.

FISCAL IMPACT:
City staff worked with a vendor to place vermin traps and bait stations in and around the City Hall Recycling Center to control the growing vermin population on campus. Annual cost for FY 22/23 service is estimated to be $2,048.00.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CL_AGN_220912_CC_RecyclingCenter.pdf

RECYCLING CENTER 2022











Agenda Item No.: 9.A
Mtg. Date: 09/12/2022

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: **RECEIVE AND FILE A PLANNING COMMISSION DECISION TO APPROVE ZONING CASE NO. 22-14: SITE PLAN REVIEW TO CONSTRUCT A NEW 525-SQUARE-FOOT GARAGE ATTACHED BY A BREEZEWAY TO THE RESIDENCE, CONVERT AN EXISTING GARAGE TO HABITABLE SPACE, INTERIOR REMODEL, NEW PATIO WITH TRELLIS, LANDSCAPING, AND HARDSCAPING; AND VARIANCE REQUESTS TO ENCROACH INTO THE REAR AND SIDE YARD SETBACKS, AND DEVIATE FROM THE REQUIREMENT TO PROVIDE A STABLE AND CORRAL SET ASIDE ON A PROPERTY LOCATED AT 2 FLYING MANE ROAD (Lot 62-A-SF)**

DATE: **September 12, 2022**

BACKGROUND:
On August 16, 2022, the Planning Commission conducted a field trip public hearing at the site in the morning and continued the public hearing to the evening meeting. Members of the public were allowed to participate at both meetings. At the evening meeting, the Planning Commission voted 3-0 (Chelf and Douglass recused due to proximity) to adopt Resolution No. 2022-14 approving Zoning Case No. 22-14 to remodel an existing 2,568-square-foot residence and add a new two car garage attached to the residence by a breezeway. The existing attached garage will be converted into habitable space. The project requires a Site Plan Review and Variance applications.

On July 28, 2022, the Traffic Commission reviewed the widening of two driveway aprons for an existing circular driveway. At the conclusion, the Traffic Commission voted unanimously, 3-0 (Raine recused, Bobit absent), to recommend approval of widening the driveway aprons.

Existing Development/Settings
The existing 2,568-square-foot single-family residence was built in 1954 and has net lot area of 24,412 square feet, which is considered legal nonconforming pursuant to Rolling Hills Municipal Code (RHMC) Section 17.16.060. The property is zoned RAS-1. The project

includes one building pad which is developed with a single-family residence. The pad sits atop the property which slopes downward toward Flying Mane Road in the front and downward toward Crest Road East in the rear.The front yard setback is 50 feet, the side yard setbacks are 20 feet, and the rear yard setback is 50 feet.

DISCUSSION:

Applicant Request

An application was duly filed by Matt Schneider on behalf of the property owners, Glen Sato and Hope Nakamura, with respect to real property located at 2 Flying Mane Road, Rolling Hills (Lot 62-A-SF) requesting approval of a Site Plan Review to construct a new 525-square-foot two-car garage attached to the residence by a breezeway, and construct a 327-square-foot detached trellis. The project also includes accompanying administrative approvals to: convert the existing 439-square-foot garage into livable area, remodel the existing house, and provide new landscaping and hardscaping. Variances are requested to construct in the rear and side yard setbacks and deviate from the requirement to provide a stable and corral set aside area. Within the rear and side yard setbacks will be an outdoor kitchen, fire pit, water features, and service yard will be constructed. The new garage, portions of the breezeway and the garage conversion (into livable space) will also encroach into the rear yard setback.

The existing development includes 6,173 square feet of flatwork. The proposed project will reduce this to 4,640 square feet by reducing the driveway, walkways, patio areas, and courtyards. The plans show replacement of the existing paved driveway with permeable pavers. The driveways will be widened to 15 feet and a turnaround area will be provided in front of the garage which encroaches into the side setback area. Stepping stones with gravel will be placed throughout the yard.

There is only one existing building pad on the property, which is 7,182 square feet. The building pad coverage is 47.7%.

Site Plan Review

The applicant requests a Site Plan Review (SPR) to construct a new 525-square-foot two-car garage attached to the residence by a breezeway and construct a 327-square-foot detached trellis. Additional work involves converting the existing 439-square-foot garage into livable area, remodeling the existing house, and constructing an outdoor kitchen, fire pit, water features, service yard, landscaping and hardscaping, which are not subject to Site Plan Review, but will require a variance for encroachment into the rear and side yard setback areas covered elsewhere in this report.

Pursuant to RHMC Section 17.46.020, the construction of any new building or structure is subject to SPR. The new garage is a separate structure 10 feet from the residence that will be attached to the residence by a 102-square-foot breezeway. The detached trellis will be behind the residence and located next to an outdoor kitchen/barbecue. The property will be re-landscaped and include water features and hardscape such as stepping stones, pebbles, and decomposed granite.

Variances

The applicant requests approval of variances to construct in the side and rear yard setbacks identified in Sections 17.16.120-130, and to deviate from providing a stable and corral set aside area identified in Section 17.18.020. Due to the small size of the lot and slopes in the rear of the property, a future stable and corral set aside cannot be provided.

The property is relatively small having a net lot area of 24,412 square feet, which is legal nonconforming. The residence already encroaches into the 50-foot rear yard setback which requires any new development in the rear or side of the residence to be within the rear yard setback. Additionally, a 96-square-foot service yard is proposed on the side of the garage which will be in the side yard setback. This is appropriate given the location is hidden from the residence and next to the expanded driveway making it easier for service workers to access. A three-rail fence will be located along the RHCA easement that will screen the service yard. Appropriate findings are included in the resolution to justify approval of the variance requests.

MUNICIPAL CODE COMPLIANCE

Lot Coverage

The proposed structural coverage on the lot will be 3,788 square feet, or 15.5%, which is less than the lot coverage limitation of 20% maximum. The proposed total coverage including structures and flatwork will be 8,417 square feet or 34.5% of the lot area, which is less than the lot coverage limitation of 35% maximum.

Area of Disturbance

The project site has been previously disturbed due to development of the existing residence. Lot disturbance is 39.9%, which is less than the 40% maximum permitted.

Environmental Review

The proposed project has been determined to not have a significant effect on the environment and is categorically exempt from the provisions of CEQA pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines, which exempts a single-family residence, swimming pool, and accessory structures.

Public Participation

None received.

CRITERIA FOR SITE PLAN REVIEW

17.46.050 - Required Site Plan Review findings

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

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

1. The project complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance;
2. The project substantially preserves the natural and undeveloped state of the lot by minimizing building coverage. Lot coverage requirements are regarded as maximums, and the actual amount of lot coverage permitted depends upon the existing buildable area of the lot;
3. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences;
4. The project preserves and integrates into the site design, to the greatest extent possible, existing topographic features of the site, including surrounding native vegetation, mature trees, drainage courses and land forms (such as hillsides and knolls);
5. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area;
6. Grading will not modify existing drainage channels nor redirect drainage flow, unless

such flow is redirected into an existing drainage course;
7. The project preserves surrounding native vegetation and mature trees and supplements these elements with drought-tolerant landscaping which is compatible with and enhances the rural character of the community, and landscaping provides a buffer or transition area between private and public areas;
8. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles; and
9. The project conforms to the requirements of the California Environmental Quality Act.

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

CRITERIA FOR VARIANCES

17.38.050 Required Variance findings.

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

1. 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;
2. 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;
3. That the granting of such variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity;
4. That in granting the variance, the spirit and intent of this title will be observed;
5. That the variance does not grant special privilege to the applicant;
6. 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
7. That the variance request is consistent with the general plan of the City of Rolling Hills.

FISCAL IMPACT:

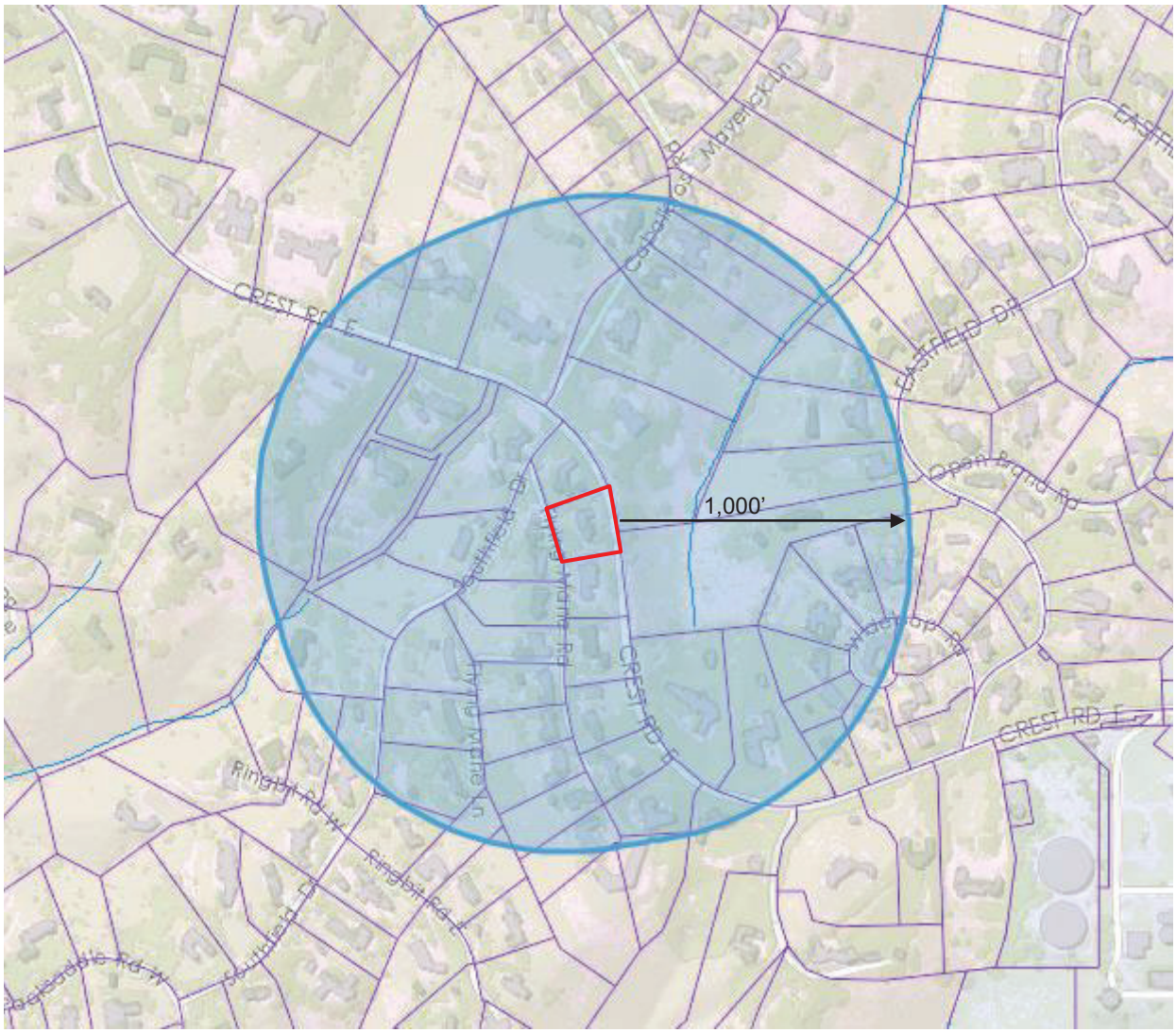
None.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

Vicinity Map - 2 Flying Mane Road.pdf
2 FLYING MANE RD VICINITY-PROXIMITY MAP.pdf
Development Table (ZC 22-14).pdf
2022-14_PC_Resolution_2FlyingManeRoad_ZC 22-14_E.pdf
SATO DD 080922.pdf
2 Flying Mane Landscape Set_30X42 2.pdf



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

TITLE VICINITY MAP **CASE NO.** Zoning Case No. 22-14
Site Plan Review, Variance

OWNER Sato / Nakamura

ADDRESS 2 Flying Mane Road, Rolling Hills, CA 90274 **SITE**



MATT SCHNEIDER
ARCHITECT

2110 ARTESIA BLVD. STE #B430
REDONDO BEACH, CA 90278
310-245-2044
MATT@MATTSCHNEIDERARCHITECT.COM

TITLE:
VICINITY MAP

SATO RESIDENCE

2 FLYING MANE RD ROLLING HILLS CA 90274

DATE: 8/12/22

SHEET NO:

SCALE:

Development Table 2 Flying Mane Road - Zoning Case No. 22-14 Site Plan Review & Variance			
AREA & STRUCTURES	**EXISTING**	**PROPOSED**	**TOTAL**
Net Lot Area			24,411.72
Residence	2,568.00	439.00	3,007.00
Garage	439.00	86.00	525.00
Entryway/Porte Cochere/Breezeways	58.00	101.70	159.70
Attached Trellises	382.50	-382.50	0
*Detached Trellis (height under 12')	0	327.27	327.27
*Outdoor Kitchen/Barbecue/Firepit	0	41.57	41.57
Water Feature	0	46.61	46.61
Service Yard	125.00	-29.00	96.00
Total Structure Area	3,572.50	215.20	3,787.70
Total Structural Coverage (20% max)			15.52%
Total Flatwork	6,173.46	-1,543.76	4,629.70
Total Structural and Flatwork	9,745.96	-1,328.56	8,417.40
Total Lot Coverage (35% maximum)			34.48%
Building Pad Coverage (Policy: 30% maximum)	44.42%	3.00%	47.41%
Disturbed Area (40% maximum; up to 60% with slopes less than 3:1)			39.92%
Grading			25 CY Cut 25 CY Fill

*Allowable deductions; excluded from Total Structure Area/Total Structural Coverage/Total Structural and Flatwork

RAS-1 Zone Setbacks	Front	50 ft. from front easement line
	Side	20 ft. from side property line
	Rear	50 ft. from rear easement line

RESOLUTION NO. 2022-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF A SITE PLAN REVIEW FOR CONSTRUCTION OF A NEW GARAGE ATTACHED BY A BREEZEWAY TO THE RESIDENCE, CONVERT THE EXISTING GARAGE TO HABITABLE SPACE, INTERIOR REMODEL, NEW PATIO WITH TRELLIS, LANDSCAPING, HARDSCAPING, AND OTHER IMPROVEMENTS; AND VARIANCES TO ENCROACH INTO THE REAR AND SIDE YARD SETBACKS, AND DEVIATE FROM THE REQUIREMENT TO PROVIDE A STABLE AND CORRAL SET ASIDE AREA ON A PROPERTY LOCATED AT 2 FLYING MANE ROAD (LOT 62-A-SF), ROLLING HILLS, CA (SATO/NAKAMURA)

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 Glen Sato and Hope Nakamura with respect to real property located at 2 Flying Mane Road, Rolling Hills (Lot 62-A-SF) requesting approval of a Site Plan Review to construct a new 525-square-foot two-car garage attached to the residence by a breezeway, and construct a 327-square-foot detached trellis. The project also includes accompanying administrative approvals to: convert the existing 439-square-foot garage into livable area, remodel the existing house, and provide new landscaping and hardscaping. Variances are requested to construct in the rear and side yard setbacks and deviate from the requirement to provide a stable and corral set aside area. Within the rear and side yard setbacks will be an outdoor kitchen, fire pit, water features, and service yard will be constructed. The new garage, portions of the breezeway and the garage conversion (into livable space) will also encroach into the rear yard setback.

Section 2. The existing 2,568-square-foot single-family residence was built in 1954 and has net lot area of 24,412 square feet, which is considered legal nonconforming pursuant to Rolling Hills Municipal Code (RHMC) Section 17.16.060. The property is zoned RAS-1. The project includes one building pad which is developed with a single-family residence. The pad sits atop the property which slopes downward toward Flying Mane Road in the front and downward toward Crest Road East in the rear.The front yard setback is 50 feet, the side yard setbacks are 20 feet, and the rear yard setback is 50 feet.

Section 3. The Planning Commission conducted duly noticed public hearings to consider the application at its special field trip meeting and regular meeting on August 16, 2022. Neighbors within a 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on August 5, 2022. The applicant and his agent were notified of the public hearings in writing by first class mail and the agent was in attendance at the hearings. Evidence was heard and presented from all persons interested in affecting said proposal.

Section 4. The Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of

Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including single family residence and accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the Project includes a remodel of an existing single-family residence and an addition and retaining wall and associated grading that will be balanced on site. Accordingly, the Project qualifies for the exemption pursuant to Section 15303. Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The site has already been graded and existing structures are on site.

Section 5. Site Plan Review. Site Plan Review is required for: (1) a new 525-square-foot two-car garage attached to the residence by a breezeway and (2) a 327-square-foot detached trellis. With respect to the Site Plan Review for the development, the Planning Commission hereby makes the following findings:

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

The proposed development is compatible with the General Plan and Zoning ordinance, subject to the variance included herein. The development complies with the General Plan requirement of low profile, low-density residential development with sufficient open space between surrounding structures.

The project conforms to Zoning Code lot coverage requirements. The net lot area of the lot is 24,412 square feet. The structural net lot coverage is proposed at 3,788 square feet or 15.52% (20% max. permitted); and the total lot coverage proposed, including flatwork, would be 8,417 square feet or 34.5% (35% max. permitted). The disturbed area of the lot is proposed to be 39.9% (40% permitted).

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

The topography and the configuration of the lot have been considered, and the project will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures. The project includes landscaping that blends into the environment. The lot is 24,412 square feet and 39.9% is proposed to be disturbed, with the remaining lot left in a natural state.

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

The proposed development, as conditioned, is harmonious in scale and mass with the site, and is consistent with the scale of the neighborhood when compared to new residences in the vicinity of said lot. The development plan takes into consideration the visibility of the project from Flying Mane Road as it is located on the existing pad. Improvements to the front of the

residence will improve aesthetics; the driveway will be resurfaced with pavers and drainage will remain the same. Portions of the lot will be left undeveloped or landscaped.

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 project will be built on the existing pad to preserve slopes in the front and rear of the property. Mature vegetation will be preserved to the extent feasible and drainage will be improved by the new permeable pavers. The development plan will introduce additional landscaping, which is compatible with and enhances the rural character of the community, and the landscaping will provide a buffer or transition area between private and public areas.

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

Grading consists of 25 cubic yards of cut and 25 cubic yards of fill all balanced on site. Thus, this is in accordance with the General Plan policy as no import or export is required. The grading is minimal to preserve slopes where possible and mimic the natural terrain.

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

The driveway and walkways will be improved with the use of permeable pavers and stepping stones. Drainage will be improved with the use of the pavers and will follow the natural drainage courses of the lot.

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.

Surrounding native vegetation and mature trees will not be affected and new landscaping will be considerate of the environment and will enhance the rural character of the community. Landscaping will provide a buffer or transition between various areas on the property. As such, the rural character of the community is maintained and privacy is maintained with neighbors.

H. The project is sensitive and not detrimental to the convenience and safety of circulation for pedestrians and vehicles.

The project occurs on the existing building pad and vegetation will be planted throughout the property. The new garage will provide two parking spaces and there is ample parking in driveway. An adequate pathway is proposed to safely accommodate pedestrians from the residence to the backyard.

I. The project conforms to the requirements of the California Environmental Quality Act (CEQA).

The Project is exempt from the CEQA Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including single family residence and accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the Project includes a remodel of an existing single-family residence and a new two-car garage. Accordingly, the Project qualifies for the exemption pursuant to Section 15303. Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The site has already been graded and existing structures are on site.

Section 6. Variances. Section 17.38.050 sets forth the required findings for granting a variance to construct in the side and rear yard setbacks (identified in Sections 17.16.120-130) and to deviate from providing a stable and corral set aside area (identified in Section 17.18.020). With respect to the requested for variances, the Planning Commission finds as follows:

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.

There are extraordinary circumstances applicable to this property. The residence was developed prior to the City's incorporation and has a legal nonconforming rear yard setback of less than 50 feet. The property also has a net lot area of 24,412 square feet which is much smaller than the required 43,560-square-foot minimum. Improvements to the rear and side setbacks are warranted due to the existing setbacks and small lot size, which do not apply generally to other properties in the vicinity. A future set aside area for a stable and corral is not warranted due to the restrictions in lot size and topography.

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.

Granting the requested variances are necessary for the preservation and enjoyment of property rights on the property. The existing building pad encroaches into the rear setback area making it necessary for structures and other improvements to encroach. Other properties in the vicinity enjoy these types of improvements. There is no place on the property to put a future set aside for a stable and corral due to restrictions in lot size and topography, and other properties in the vicinity with the same zone also do not have a stable and corral.

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.

Granting the variances to encroach into the rear and side setbacks will not be detrimental to the public welfare and will not be injurious to properties in the vicinity; the

structures and other improvements are allowed in the Rolling Hills community. Further, the project will be consistent with other development in the area. Improvements to the residence will improve aesthetics; the driveway will be reconstructed with permeable pavers which will improve drainage. There is no place on the property to put a future set aside for a stable and corral due to restrictions in lot size and topography.

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

Allowing construction in the rear and side yard setbacks will improve aesthetics; further, the driveway will be reconstructed using permeable pavers which will improve drainage. The project is harmonious in scale and mass with the site, the natural terrain, and surrounding residences because the proposed construction complies with the low-profile residential development pattern of the community and will not give the property an over-built look. The lot is sufficient to accommodate the proposed use, but not sufficient in size to accommodate a future set aside for a stable and corral.

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

The construction in the rear and side setbacks allows improvement to a single family home similar to others enjoyed by many properties throughout the City. The project, together with the variances, will be compatible with the objectives, policies, general land uses, and programs specified in the General Plan. Other properties in the vicinity also do not have a stable and corral.

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.

Granting the variances for the project will be consistent with the applicable portions of the Los Angeles County Hazardous Waste Management Plan related to siting criteria for hazardous waste facilities. The project site is not listed on the current State of California Hazardous Waste and Substances Sites List.

G. That the variance request is consistent with the General Plan of the City of Rolling Hills.

Granting the variances will be consistent with the General Plan of the City of Rolling Hills, which allows and encourages residential uses and property improvements. It will further the low-profile residential development pattern of the community and will not give the property an over-built look. However, providing a stable and corral may make the property look over-built, and thus a set aside area is not warranted.

Section 7. Approval. Based upon the foregoing findings, and the evidence in the record, the Planning Commission hereby approves Zoning Case No. 22-14—which includes the Site Plan Review and Variances profiled above—subject to the following conditions:

A. The Site Plan and Variance approvals shall expire within two years from the effective date of approval as defined in RHMC Sections 17.46.080 and 17.38.070 of the Zoning Ordinance unless otherwise extended pursuant to the requirements of these sections.

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

C. All requirements of the Building and Construction Ordinance, the Zoning ordinance, and of the zone in which the subject property is located must be complied with unless otherwise a variance to such requirement has been approved.

D. The lot shall be developed and maintained in substantial conformance with the site plan on file at City Hall and approved by the Planning Commission on August 16, 2022 except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review shall conform to the approved development plan. All conditions of the Site Plan Review and Variance 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.

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

F. Any proposed modifications and/or changes to the approved project, including resulting from field conditions, shall be discussed with staff so that staff can determine whether the modification is minor or major in mature. Minor modifications are subject to approval by the City Manager or his or her designee. Major modifications are subject to approval by the Planning Commissioner after a public hearing. Applicant shall not implement modifications or

changes to the approved project without the appropriate approval from the City Manager or designee or the Planning Commission, as required.

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

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

I. 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.

J. Structural lot coverage of the lot shall not exceed 3,788 square feet or 15.5% of the net lot area, in conformance with lot coverage limitations (20% maximum).

K. The total lot coverage proposed, including structures and flatwork, shall not exceed 8,417 square feet or 34.5% of the net lot area, in conformance with lot coverage limitations (35% maximum).

L. The disturbed area of the lot, including the future stable and corral area shall not exceed 39.9%, or 9,745 square feet surface area. Grading for this project shall not exceed 50 cubic yards of cut and 50 cubic yards of fill for a total of 100 cubic yards balanced on site.

M. The residential building pad is proposed at 7,182 square feet and shall not exceed coverage of 3,405 square feet or 47.4% with allowed deductions.

N. A driveway access shall be provided per the Fire Department requirements and the apron of the driveway shall be roughened and the first 20 feet of the driveway shall not exceed 7% in slope.

O. A minimum of five-foot level 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.

P. A drainage plan, as required by the Building Department shall be prepared and approved by City Staff prior to issuance of a construction permit. Such plan shall be subject to LA County Code requirements.

Q. The applicant shall comply with all requirements of the Lighting Ordinance of the City of Rolling Hills (RHMC 17.16.190.E), pertaining to lighting on said property, roofing and material requirements of properties in the Very High Fire Hazard Severity Zone, and Low Impact Development requirements for storm water management on site (RHMC Chapter 8.32).

R. All utility lines shall be undergrounded pursuant to Section 17.27.030.

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. Prior to issuance of a final construction approval of the project, all graded slopes shall be landscaped. Prior to issuance of building permit, the landscaping plan shall meet the requirements of the City, shall be submitted to the City in conformance with Fire Department Fuel Modification requirements, and shall be approved by the City's landscape consultant.

U. The project shall be landscaped, and continually maintained in substantial conformance with the landscaping plan on file approved by the City's landscape consultant. A detailed landscaping plan shall provide that any trees and shrubs used in the landscaping scheme for this project shall be planted in a way that screens the project development from adjacent streets and neighbors, such that shrubs and trees as they mature do not grow into a hedge or impede any neighbors views and the plan shall provide that all landscaping be maintained at a height no higher than the roof line of the nearest project structure. In addition, the landscaping plan shall provide for screening of the proposed retaining wall with vegetation not to exceed 10 feet in height, and that the vegetation used for screening shall be planted in an off-set manner, to prevent it, as it grows from forming a solid hedge. 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. Plants listed as high hazardous plants under RHMC Section 8.30.015 are prohibited.

V. The applicant shall submit a landscaping performance bond or other financial obligation, to be kept on deposit by the City, in the amount of the planting plus irrigation plus 15%. The bond shall be released no sooner than two years after completion of all plantings, subject to a City staff determination that the plantings required for the project are in substantial conformance with approved plans and are in good condition.

W. The landscaping shall be subject to the requirements of the City's Water Efficient Landscape Ordinance, (Chapter 13.18 of the RHMC).

X. Pursuant to Chapter 8.30 of the RHMC, the property shall at all times be maintained free of dead trees and vegetation.

Y. The setback lines and roadway easement lines in the vicinity of the construction for this project shall remain staked throughout the construction. A construction fence may be required.

Z. Perimeter easements, including roadway easements and trails, if any, shall remain free and clear of any of improvements to advance equestrian use and emergency preparedness for evacuation within the City. Where RHCA has demonstrated authority over the easement, the City's Planning Director may grant relief from this condition upon satisfactory proof of permission from RHCA and a legitimate showing that there is no need for the condition to advance equestrian uses and emergency preparedness.

AA. 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.

BB. *During construction*, the site shall be maintained in a safe manner so as not to threaten the health, safety, or general welfare of the public.

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

DD. *During construction*, to the extent feasible, all parking shall take place on the project site, on the new driveway and, 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.

EE. *During construction*, the property owners shall be required to schedule and regulate construction and relate 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.

FF. Prior to demolition of the existing structures, an investigation shall be conducted for the presence of hazardous chemicals, lead-based paints or products, mercury and asbestos-containing materials (ACMs). If hazardous chemicals, lead-based paints or products, mercury or ACMs are identified, remediation shall be undertaken in compliance with California environmental regulations and policies.

GG. The property owner and/or his/her contractor/applicant shall be responsible for compliance with the no-smoking provisions in the Municipal Code. 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.

HH. Storm water shall drain in accordance with the approved grading and drainage plan. Drainage dissipaters shall be constructed outside of any easements. The drainage system shall be approved by the Department of Building and Safety. If an above ground swale and/or dissipater is required, it shall be designed in such a manner as not to cross over any equestrian trails or discharge water onto a trail, shall be stained in an earth tone color, and

shall be screened from any trail, road and neighbors' view to the maximum extent practicable, without impairing the function of the drainage system.

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

JJ. *During construction*, an Erosion Control Plan containing the elements set forth in Section 7010 of the 2016 County of Los Angeles Uniform Building Code shall be followed to minimize erosion and to protect slopes and channels to control storm water pollution.

KK. The property owners shall be required to conform to the Regional Water Quality Control Board and County Health Department requirements for the installation and maintenance of storm water drainage facilities and septic tank.

LL. The applicant shall pay all of the applicable Building and Safety and Public Works Department fees and Palos Verdes Peninsula Unified School District fees, if any.

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

NN. The applicants shall execute an Affidavit of Acceptance of all conditions of the Site Plan Review approval, or the approval shall not be effective.

OO. All conditions of this Resolution, when applicable, must be complied with prior to the issuance of a grading or building permit from the Building and Safety Department.

PP. 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.

PASSED, APPROVED AND ADOPTED THIS 16th DAY OF AUGUST, 2022.

BRAD CHELF, CHAIRPERSON

ATTEST:

CHRISTIAN HORVATH, CITY CLERK

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

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

I certify that the foregoing Resolution No. 2022-14 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF A SITE PLAN REVIEW FOR CONSTRUCTION OF A NEW GARAGE ATTACHED BY A BREEZEWAY TO THE RESIDENCE, CONVERT THE EXISTING GARAGE TO HABITABLE SPACE, INTERIOR REMODEL, NEW PATIO WITH TRELLIS, LANDSCAPING, HARDSCAPING, AND OTHER IMPROVEMENTS; AND VARIANCES TO ENCROACH INTO THE REAR AND SIDE YARD SETBACKS, AND DEVIATE FROM THE REQUIREMENT TO PROVIDE A STABLE AND CORRAL SET ASIDE AREA ON A PROPERTY LOCATED AT 2 FLYING MANE ROAD (LOT 62-A-SF), ROLLING HILLS, CA (SATO/NAKAMURA)

was approved and adopted at a regular meeting of the Planning Commission on August 16, 2022, by the following roll call vote:

AYES: Cardenas, Cooley, Vice Chair Kirkpatrick

NOES:

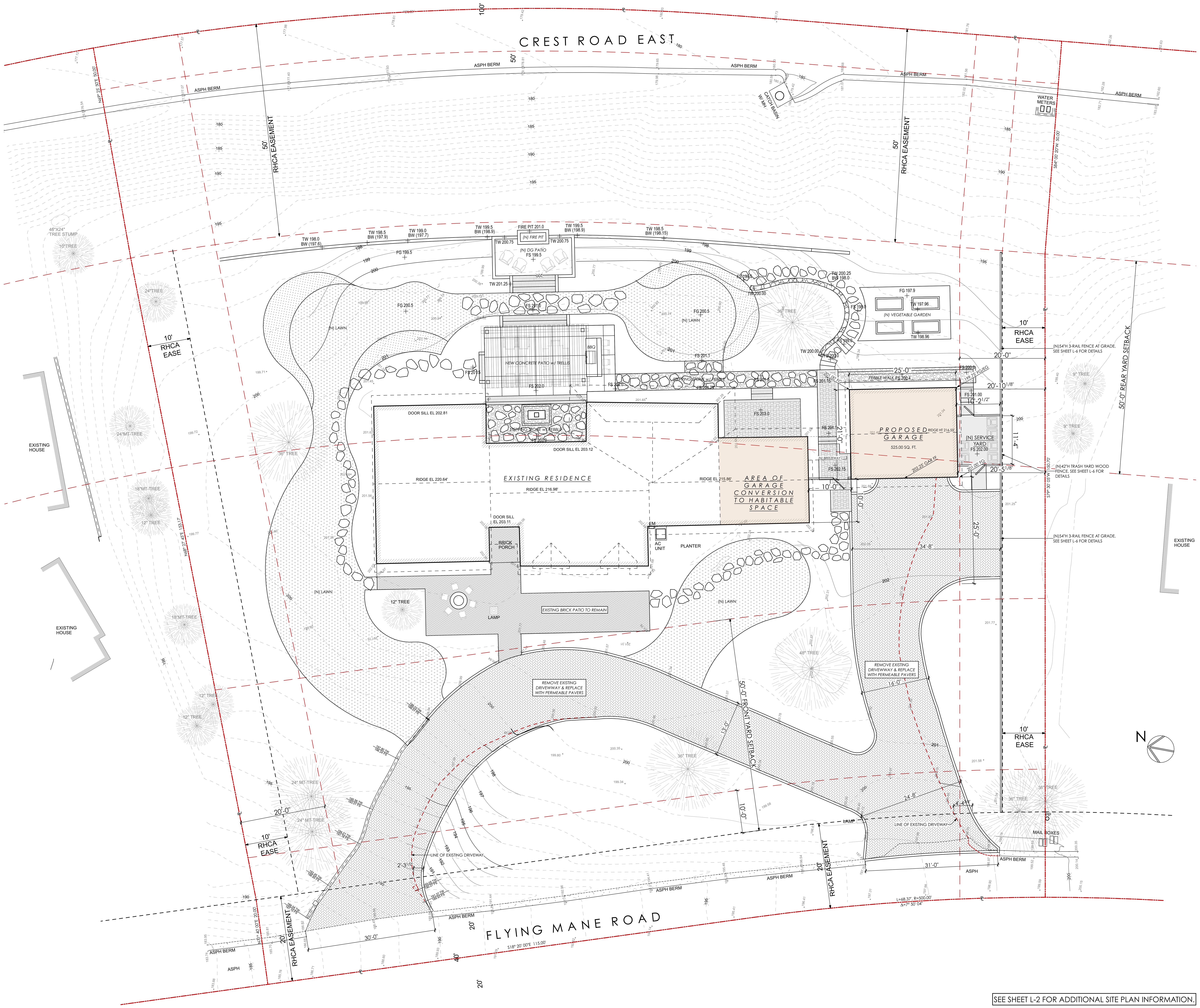
ABSENT:

ABSTAIN: Douglass, Chair Chelf

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

Administrative Offices.

CHRISTIAN HORVATH, CITY CLERK



SEE SHEET L-2 FOR ADDITIONAL SITE PLAN INFORMATION.

SITE PLAN

SCALE: 1" = 10'

/Users/mattschneidermac/Documents/Arch Office/2021246 Sato/Project PLNs/Sato Residence R4.pln

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CALCULATION OF LOT COVERAGE

AREA AND STRUCTURES	EXISTING		PROPOSED		TOTAL	
NET LOT AREA	24,411.72	sq. ft.			24,411.72	sq. ft.
RESIDENCE	2,568.00	sq. ft.	439.00	sq. ft.	3,007.00	sq. ft.
GARAGE	439.00	sq. ft.	86.00	sq. ft.	525.00	sq. ft.
SWIMMING POOL/SPA	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
POOL EQUIPMENT	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
GUEST HOUSE	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
CABANA	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
STABLE	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
RECREATION COURT	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
ATTACHED COVERED PORCHES	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
ENTRYWAY/PORTE COCHERE, BREEZEWAYS	58.00	sq. ft.	101.70	sq. ft.	159.70	sq. ft.
ATTACHED TRELLISES	382.50	sq. ft.	-382.50	sq. ft.	0.00	sq. ft.
*DETACHED STRUCTURES:						
SHEDS, TRELLISES, GAZEBOS,	0.00	sq. ft.	327.27	sq. ft.	327.27	sq. ft.
BARBEQUE, OUTDOOR KITCHEN	0.00	sq. ft.	41.57	sq. ft.	41.57	sq. ft.
ROOFED PLAY EQUIP.-over 15ft.	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
high and over 120 sq. ft. in area,						
WATER FEATURES, ETC.	0.00	sq. ft.	46.61	sq. ft.	46.61	sq. ft.
SERVICE YARD	125.00	sq. ft.	-29.00	sq. ft.	96.00	sq. ft.
OTHER:	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
BASEMENT AREA	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
DEPTH OF BASEMENT	0.00		0.00		0.00	
TOTAL STRUCTURES	3,572.50	sq. ft.	630.65	sq. ft.	4,203.15	sq. ft.
% STRUCTURAL COVERAGE	14.63%		2.58%		17.22%	
TOTAL STRUCTURES EXCLUDING UP TO 5 & UP TO 800 sq. ft. detached structures that are not higher than 12 ft.	3,572.50	sq. ft.	215.20	sq. ft.	3,787.70	sq. ft.
% STRUCTURAL COVERAGE	14.63%		0.88%		15.52%	

CALCULATION OF LOT COVERAGE

AREA AND STRUCTURES	EXISTING		PROPOSED		TOTAL	
PRIMARY DRIVEWAY(S)	1,634.56	sq. ft.	-181.06	sq. ft.	1,453.50	sq. ft.
PAVED WALKS, PATIO AREAS, COURTYARDS	2,888.95	sq. ft.	-1,511.15	sq. ft.	1,377.80	sq. ft.
POOL DECKING	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
OTHER PAVED DRIVEWAYS, ROAD EASEMENTS, PARKING PADS	1,649.95	sq. ft.	148.45	sq. ft.	1,798.40	sq. ft.
TOTAL FLATWORK	6,173.46	sq. ft.	-1,543.76	sq. ft.	4,629.70	sq. ft.
% TOTAL FLATWORK COVERAGE	25.29%		-6.32%		18.97%	
TOTAL STRUCTURAL & FLATWORK COVERAGE	9,745.96	sq. ft.	-913.11	sq. ft.	8,832.85	sq. ft.
% TOTAL COVERAGE	39.92%		-3.74%		36.18%	
TOTAL STRUCTURAL & FLATWORK COVERAGE	9,745.96	sq. ft.	-1,328.56	sq. ft.	8,417.40	sq. ft.
Excl. the allowance of up to 5-800 sq. ft. structures from previous page.						
% TOTAL COVERAGE	39.92%		-5.44%		34.48%	
TOTAL DISTURBED AREA	9,745.45	sq. ft.	0.00	sq. ft.	9,745.45	sq. ft.
% DISTURBED AREA	39.92%		0.00%		39.92%	
GRADING QUANTITY			50.00		50.00	cu. yds.
(include future stable, corral and access way; basement and all other areas to be graded)						

CALCULATION OF BUILDING PAD COVERAGE

BUILDABLE PAD AREA AND STRUCTURES	EXISTING		PROPOSED		TOTAL	
BUILDING PAD	7,182.00	sq. ft.	0.00	sq. ft.	7,182.00	sq. ft.
RESIDENCE	2,568.00	sq. ft.	439.00	sq. ft.	3,007.00	sq. ft.
GARAGE	439.00	sq. ft.	86.00	sq. ft.	525.00	sq. ft.
SWIMMING POOL/SPA	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
POOL EQUIPMENT	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
CABANA/REC. RM	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
GUEST ROOM	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
STABLE	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
SPORTS COURT	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
SERVICE YARD	125.00	sq. ft.	-29.00	sq. ft.	96.00	sq. ft.
ATTACHED COVERED PORCHES						
PRIMARY RESIDENCE	58.00	sq. ft.	0.00	sq. ft.	58.00	sq. ft.
ACCESSORY STRUCTURES	0.00	sq. ft.	0.00	sq. ft.	0.00	
AREA OF ATTACHED COVERED PORCHES THAT EXCEED 10% OF THE SIZE OF RESIDENCE/ACCS. STRUCTURE	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
ENTRYWAY/PORTE COCHERE/ BREEZWAY	0.00	sq. ft.	101.70	sq. ft.	101.70	sq. ft.
ATTACHED TRELLISES	382.50	sq. ft.	-382.50	sq. ft.	0.00	sq. ft.
ALL DETACHED STRUCTURES (FROM PREVIOUS PAGES)	0.00	sq. ft.	368.84	sq. ft.	368.84	sq. ft.
ALL DETACHED STRUCTURES (FROM PREVIOUS PAGES AFTER EXCLUDING ALLOWED DEDUCTIONS)	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
OTHER	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
TOTAL STRUCTURES ON PAD NO.1	3,572.50	sq. ft.	584.04	sq. ft.	4,156.54	sq. ft.
% BUILDING PAD COVERAGE	49.74%		8.13%		57.87%	
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)	3,190.00	sq. ft.	215.20	sq. ft.	3,405.20	sq. ft.
% BUILDING PAD COVERAGE	44.42%		3.00%		47.41%	

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MATTHEW P. SCHNEIDER
No. C-31660
07-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Job Title
SATO RESIDENCE
2 FLYING MANE RD
ROLLING HILLS, CA 90274

Drawing Title
SITE PLAN

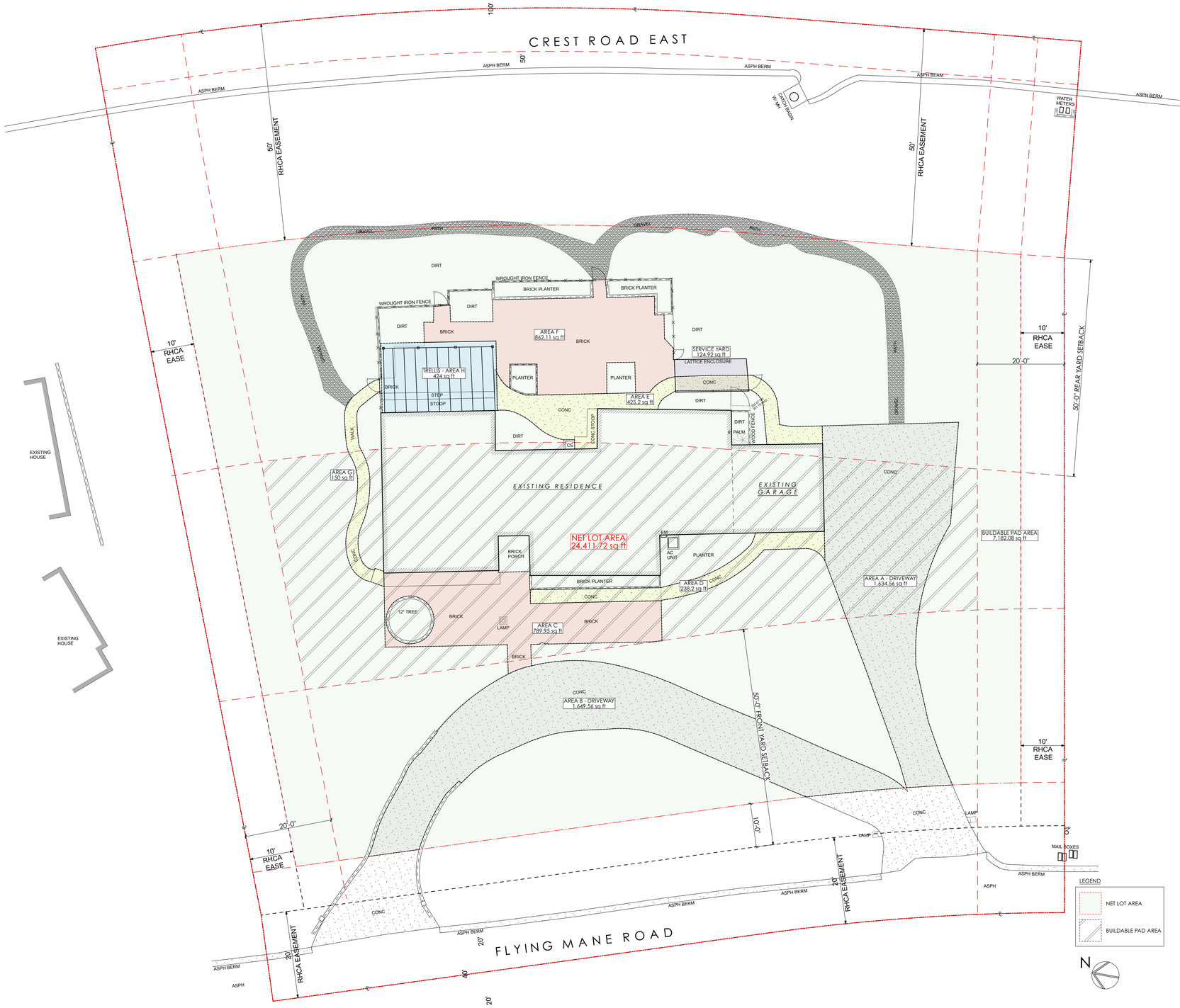
Drawing Status
DESIGN DEV

Drawn by: MSA
Date: 08/09/22

Project Number: 2021-246

Drawing Number
A2.01

Plotted On: 8/9/22



EXISTING LOT COVERAGE PLAN

SCALE: 1" = 10'

CALCULATION OF LOT COVERAGE

AREA AND STRUCTURES	EXISTING		PROPOSED		TOTAL	
NET LOT AREA	24,411.72	sq. ft.			24,411.72	sq. ft.
RESIDENCE	2,568.00	sq. ft.	439.00	sq. ft.	3,007.00	sq. ft.
GARAGE	439.00	sq. ft.	86.00	sq. ft.	525.00	sq. ft.
SWIMMING POOL/SPA	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
POOL EQUIPMENT	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
GUEST HOUSE	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
CABANA	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
STABLE	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
RECREATION COURT	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
ATTACHED COVERED PORCHES	0.00	sq. ft.		sq. ft.	0.00	sq. ft.
ENTRYWAY/PORTE COCHERE, BREEZEWAYS	58.00	sq. ft.	101.70	sq. ft.	159.70	sq. ft.
ATTACHED TRELLISES	382.50	sq. ft.	-382.50	sq. ft.	0.00	sq. ft.
*DETACHED STRUCTURES:						
SHEDS, TRELLISES, GAZEBOS,	0.00	sq. ft.	327.27	sq. ft.	327.27	sq. ft.
BARBEQUE, OUTDOOR KITCHEN	0.00	sq. ft.	41.57	sq. ft.	41.57	sq. ft.
ROOFED PLAY EQUIP.-over 15ft.	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
high and over 120 sq. ft. in area,						
WATER FEATURES, ETC.	0.00	sq. ft.	46.61	sq. ft.	46.61	sq. ft.
SERVICE YARD	125.00	sq. ft.	-29.00	sq. ft.	96.00	sq. ft.
OTHER:	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
BASEMENT AREA	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
DEPTH OF BASEMENT	0.00		0.00		0.00	
TOTAL STRUCTURES	3,572.50	sq. ft.	630.65	sq. ft.	4,203.15	sq. ft.
% STRUCTURAL COVERAGE	14.63%		2.58%		17.22%	
TOTAL STRUCTURES EXCLUDING UP TO 5 & UP TO 800 sq. ft. detached structures that are not higher than 12 ft.	3,572.50	sq. ft.	215.20	sq. ft.	3,787.70	sq. ft.
% STRUCTURAL COVERAGE	14.63%		0.88%		15.52%	

CALCULATION OF LOT COVERAGE

AREA AND STRUCTURES	EXISTING		PROPOSED		TOTAL	
PRIMARY DRIVEWAY(S)	1,634.56	sq. ft.	-181.06	sq. ft.	1,453.50	sq. ft.
PAVED WALKS, PATIO AREAS, COURTYARDS	2,888.95	sq. ft.	-1,511.15	sq. ft.	1,377.80	sq. ft.
POOL DECKING	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
OTHER PAVED DRIVEWAYS, ROAD EASEMENTS, PARKING PADS	1,649.95	sq. ft.	148.45	sq. ft.	1,798.40	sq. ft.
TOTAL FLATWORK	6,173.46	sq. ft.	-1,543.76	sq. ft.	4,629.70	sq. ft.
% TOTAL FLATWORK COVERAGE	25.29%		-6.32%		18.97%	
TOTAL STRUCTURAL & FLATWORK COVERAGE	9,745.96	sq. ft.	-913.11	sq. ft.	8,832.85	sq. ft.
% TOTAL COVERAGE	39.92%		-3.74%		36.18%	
TOTAL STRUCTURAL & FLATWORK COVERAGE	9,745.96	sq. ft.	-1,328.56	sq. ft.	8,417.40	sq. ft.
Excl. the allowance of up to 5-800 sq. ft. structures from previous page.						
% TOTAL COVERAGE	39.92%		-5.44%		34.48%	
TOTAL DISTURBED AREA	9,745.45	sq. ft.	0.00	sq. ft.	9,745.45	sq. ft.
% DISTURBED AREA	39.92%		0.00%		39.92%	
GRADING QUANTITY			50.00		50.00	cu. yds.
(include future stable, corral and access way; basement and all other areas to be graded)						

CALCULATION OF BUILDING PAD COVERAGE

BUILDABLE PAD AREA AND STRUCTURES	EXISTING		PROPOSED		TOTAL	
BUILDING PAD	7,182.00	sq. ft.	0.00	sq. ft.	7,182.00	sq. ft.
RESIDENCE	2,568.00	sq. ft.	439.00	sq. ft.	3,007.00	sq. ft.
GARAGE	439.00	sq. ft.	86.00	sq. ft.	525.00	sq. ft.
SWIMMING POOL/SPA	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
POOL EQUIPMENT	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
CABANA/REC. RM	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
GUEST ROOM	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
STABLE	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
SPORTS COURT	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
SERVICE YARD	125.00	sq. ft.	-29.00	sq. ft.	96.00	sq. ft.
ATTACHED COVERED PORCHES						
PRIMARY RESIDENCE	58.00	sq. ft.	0.00	sq. ft.	58.00	sq. ft.
ACCESSORY STRUCTURES	0.00	sq. ft.	0.00	sq. ft.	0.00	
AREA OF ATTACHED COVERED PORCHES THAT EXCEED 10% OF THE SIZE OF RESIDENCE/ACCS. STRUCTURE	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
ENTRYWAY/PORTE COCHERE/ BREEZWAY	0.00	sq. ft.	101.70	sq. ft.	101.70	sq. ft.
ATTACHED TRELLISES	382.50	sq. ft.	-382.50	sq. ft.	0.00	sq. ft.
ALL DETACHED STRUCTURES (FROM PREVIOUS PAGES)	0.00	sq. ft.	368.84	sq. ft.	368.84	sq. ft.
ALL DETACHED STRUCTURES (FROM PREVIOUS PAGES AFTER EXCLUDING ALLOWED DEDUCTIONS)	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
OTHER	0.00	sq. ft.	0.00	sq. ft.	0.00	sq. ft.
TOTAL STRUCTURES ON PAD NO.1	3,572.50	sq. ft.	584.04	sq. ft.	4,156.54	sq. ft.
% BUILDING PAD COVERAGE	49.74%		8.13%		57.87%	
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)	3,190.00	sq. ft.	215.20	sq. ft.	3,405.20	sq. ft.
% BUILDING PAD COVERAGE	44.42%		3.00%		47.41%	

EXISTING LOT COVERAGE AREAS

AREA	SQ. FT.
PRIMARY DRIVEWAY - AREA A	1,634.50
SECONDARY DRIVEWAY - AREA B	1,648.50
FRONT BRICK AREA - AREA C	789.95
FRONT CONC WALK - AREA D	238.00
REAR CONC WALK - AREA E	425.00
REAR BRICK AREA - AREA F	862.00
LEFT SIDE CONC WALK - AREA G	150.00
TRELLIS - AREA H	424.00
TOTAL	6,172.95

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Revisions

RevID	ChID	Change Name	Date

LICENSED ARCHITECT
MATTHEW P. SCHNEIDER
No. C-31660
07-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Job Title

SATO RESIDENCE

2 FLYING MANE RD
ROLLING HILLS, CA 90274

Drawing Title

EXISTING LOT COVERAGE PLAN

Drawing Status
DESIGN DEV

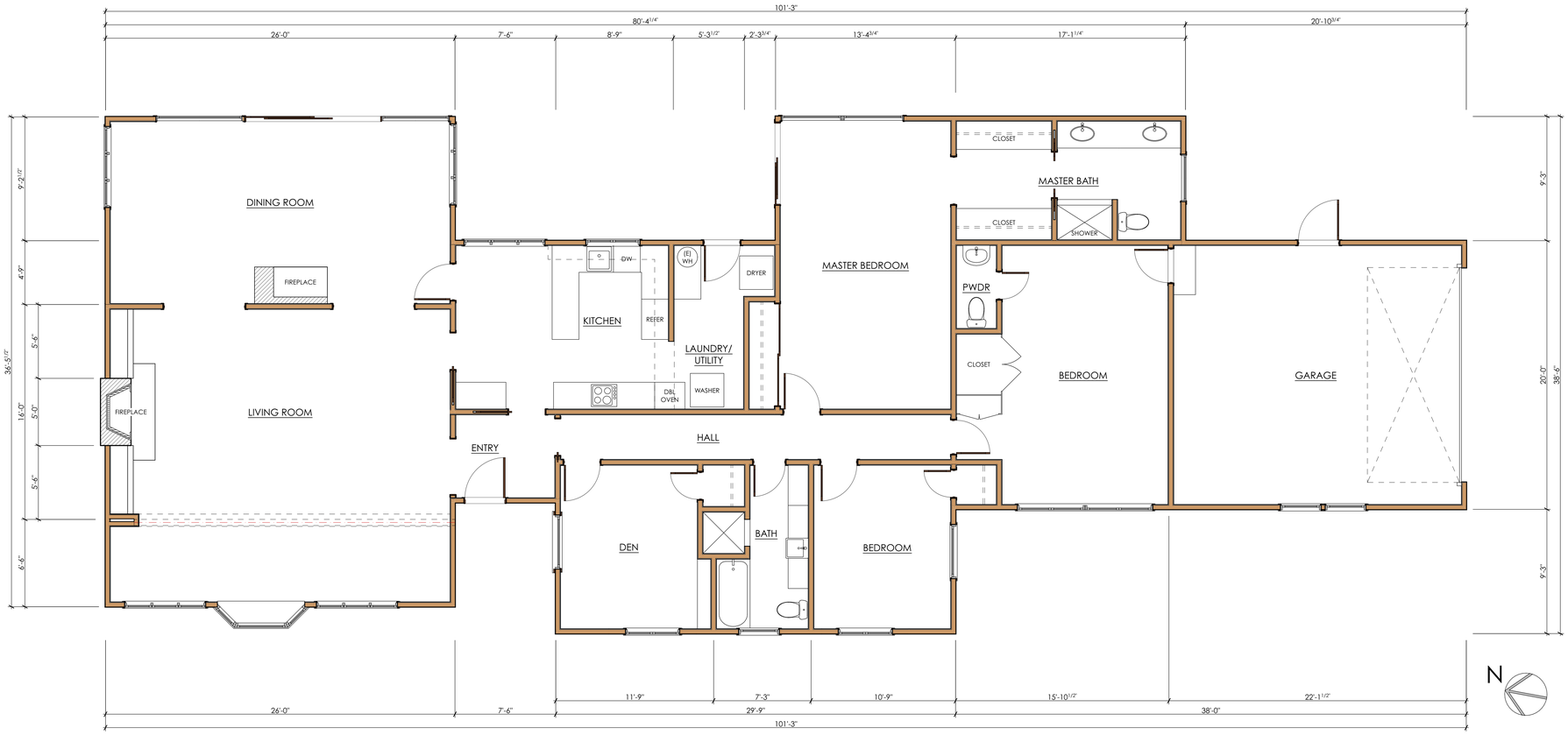
Drawn by: MSA
Date: 08/09/22

Project Number
2021-246

Drawing Number
A2.02

Plotted On: 8/9/22

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EXISTING MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0"

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07-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Job Title

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2 FLYING MANE RD
ROLLING HILLS, CA 90274

Drawing Title

EXISTING FLOOR PLAN

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	08/09/22

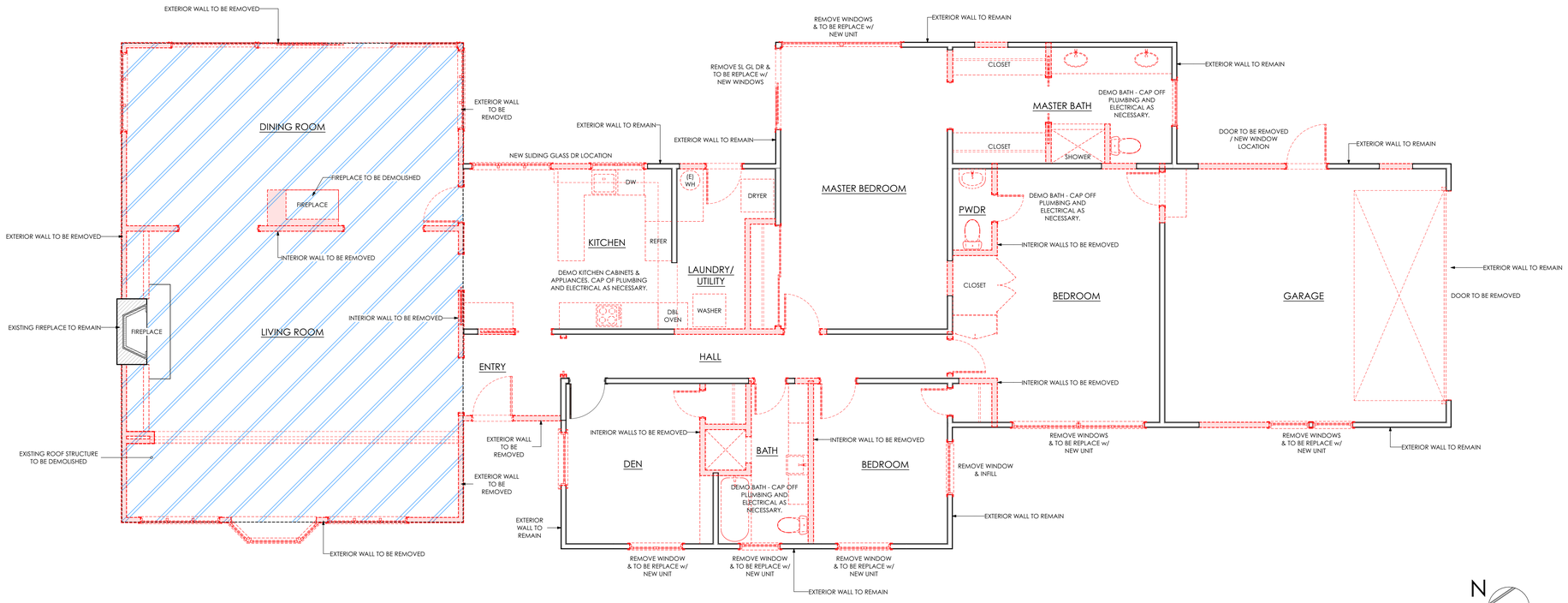
Project Number
2021-246

Drawing Number

A3.01

Plotted On: 8/9/22

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DEMOLITION CALC

EXISTING EXTERIOR WALLS	339.5 LF
EXISTING INTERIOR WALLS	285 LF
TOTAL	**624.5 LF**
DEMO EXTERIOR WALLS	113 LF
DEMO INTERIOR WALLS	153 LF
TOTAL	**266 LF**
PERCENTAGE OF EXT WALL REMOVED	33.28%
PERCENTAGE OF INT WALL REMOVED	53.68%
PERCENTAGE OF TOTAL WALL REMOVED	**42.59%**

DEMOLITION PLAN LEGEND

EXISTING WALL TO REMAIN

WALL TO BE DEMOLISHED

ROOF STRUCTURE TO BE DEMOLISHED

DEMOLITION NOTES:
1. PROVIDE ASBESTOS REPORT AND ABATEMENT IF REQUIRED PRIOR TO START OF DEMOLITION.
2. NOTIFY AQMD AND ANY OTHER REQUIRED AGENCY PRIOR TO START OF DEMOLITION.
3. SHUT OFF ALL UTILITIES AND REMOVE ALL METERS AS NECESSARY.
4. COMPLY WITH STATE & CITY CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING AND REUSE PROGRAM.
5. PROVIDE TEMPORARY SHORING AS NEEDED.

DEMOLITION FLOOR PLAN

SCALE: 1/4" = 1'-0"

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RENEWAL DATE
STATE OF CALIFORNIA

Job Title

SATO RESIDENCE

2 FLYING MANE RD
ROLLING HILLS, CA 90274

Drawing Title

DEMOLITION FLOOR PLAN

Drawing Status
DESIGN DEV

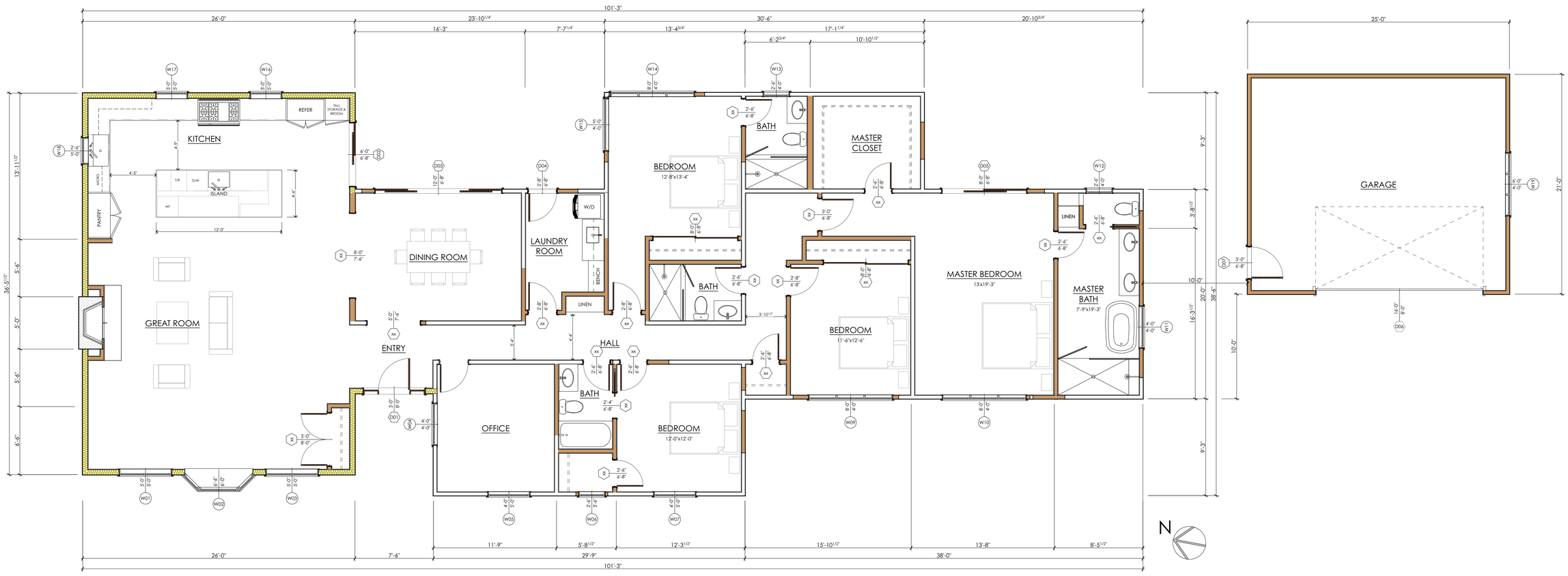
Drawn by	Date
MSA	08/09/22

Project Number
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Drawing Number
A3.02

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RENEWAL DATE
STATE OF CALIFORNIA

Job Title
SATO RESIDENCE
2 FLYING MANE RD
ROLLING HILLS, CA 90274

Drawing Title
PROPOSED FLOOR PLAN

Drawing Status
DESIGN DEV

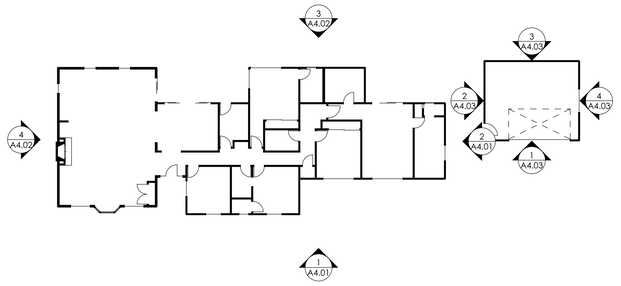
Drawn by	Date
MSA	08/09/22

Project Number
2021-246

Drawing Number
A3.03
Plotted On: 8/9/22

PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

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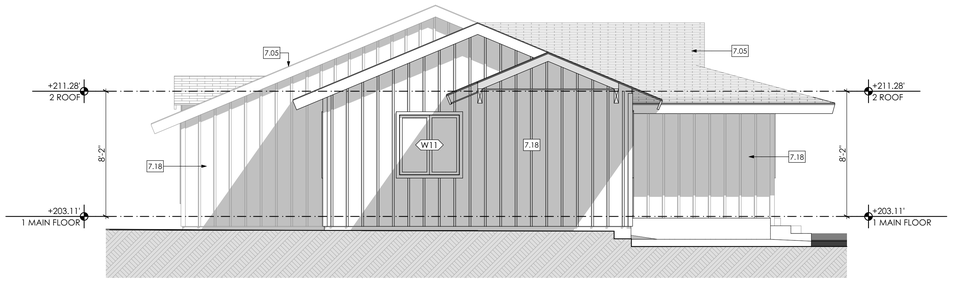


ELEVATION KEY PLAN

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

BUILDING ELEVATION KEY NOTES

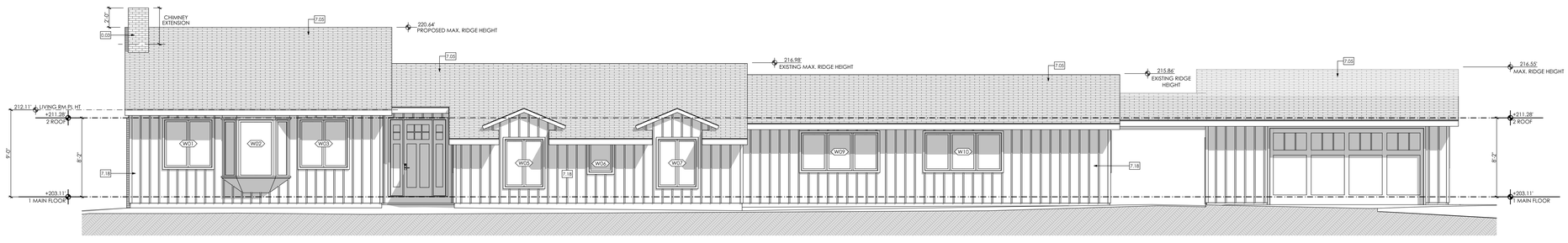
ID	SHORT DESCRIPTION	NOTES
	0. GENERAL NOTES	
0.01	LINE OF EXISTING GRADE	
0.02	LINE OF FINISH GRADE	
0.03	EXISTING CHIMNEY	
0.08	CONCRETE LANDING	ALL EXTERIOR DOORS SHALL HAVE A MIN. OF 36" LANDING IN THE DIRECTION OF TRAVEL, ON EACH SIDE OF DOOR
	7. THERMAL & MOISTURE PROTECT.	
7.05	EXISTING CONCRETE ROOF TILE - CLASS A ROOFING	MONIER SHAKE - SADDLE
7.18	BOARD & BATTEN - MINERAL-FIBER CEMENT PANEL SIDING	JAMES HARDIE - HARDIE PANEL SIDING SMOOTH- ICC-ES REPORT NO. ESR-1844 w/ HARDIETRIM BATTEN BOARDS SMOOTH.
	9. FINISHES	
9.01	EXTERIOR STUCCO	APPLY BASE COATS IN ACCORDANCE WITH ASTM C 926. FINISH COAT, SMOOTH FINISH COLOR COAT STUCCO. OWNER TO SELECT COLOR.



RIGHT SIDE ELEVATION (SOUTH)

SCALE: 1/4" = 1'-0"

2



FRONT ELEVATION (WEST)

SCALE: 3/16" = 1'-0"

1

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SATO RESIDENCE

2 FLYING MANE RD
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Drawing Title

BUILDING ELEVATIONS

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	08/09/22

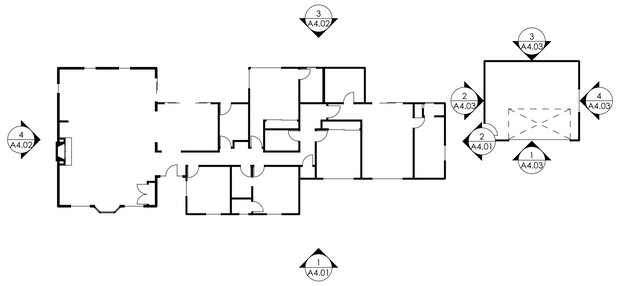
Project Number
2021-246

Drawing Number

A4.01

Plotted On: 8/9/22

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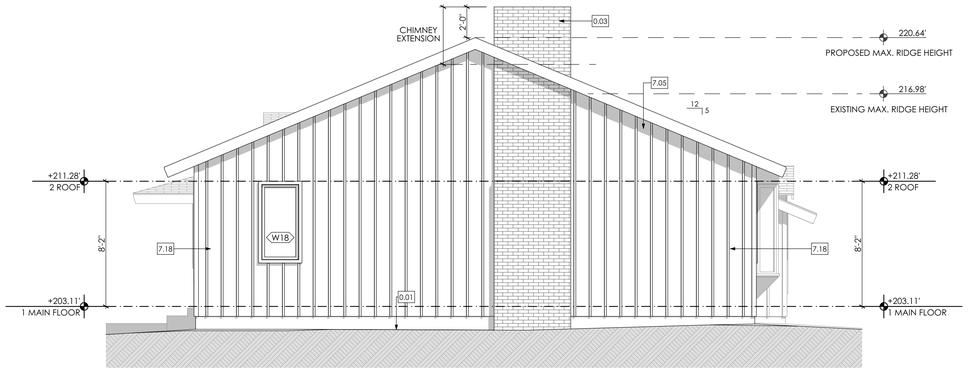


ELEVATION KEY PLAN

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

BUILDING ELEVATION KEY NOTES

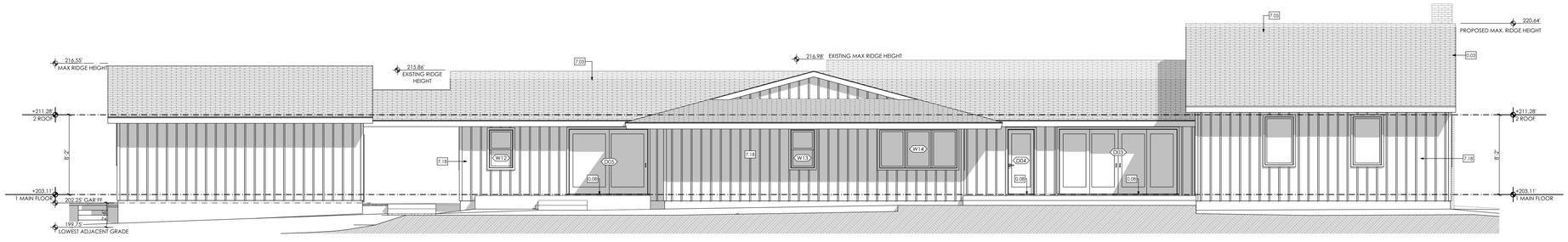
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7.05	EXISTING CONCRETE ROOF TILE - CLASS A ROOFING	MONIER SHAKE - SADDLE
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	9. FINISHES	
9.01	EXTERIOR STUCCO	APPLY BASE COATS IN ACCORDANCE WITH ASTM C 926. FINISH COAT, SMOOTH FINISH COLOR COAT STUCCO. OWNER TO SELECT COLOR.



LEFT SIDE ELEVATION (NORTH)

SCALE: 1/4" = 1'-0"

4



REAR ELEVATION (EAST)

SCALE: 3/16" = 1'-0"

3

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Revisions

RevID	ChID	Change Name	Date

LICENSED ARCHITECT
MATTHEW P. SCHNEIDER
No. C-31660
07-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Job Title

SATO RESIDENCE

2 FLYING MANE RD
ROLLING HILLS, CA 90274

Drawing Title

BUILDING ELEVATIONS

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	08/09/22

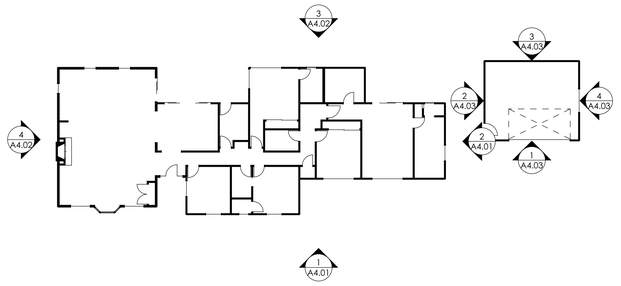
Project Number
2021-246

Drawing Number

A4.02

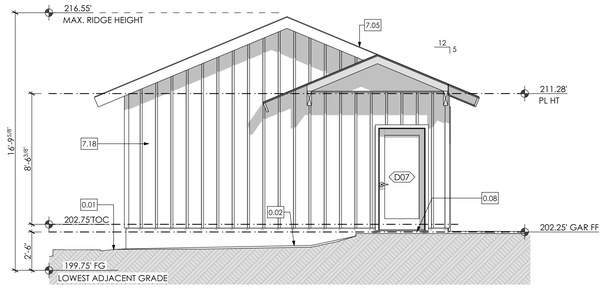
Plotted On: 8/9/22

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ELEVATION KEY PLAN

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



LEFT SIDE ELEVATION (NORTH)

SCALE: 1/4" = 1'-0"

2



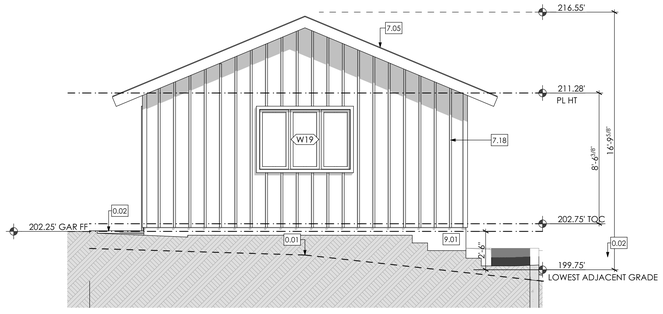
FRONT ELEVATION (WEST)

SCALE: 1/4" = 1'-0"

1

BUILDING ELEVATION KEY NOTES

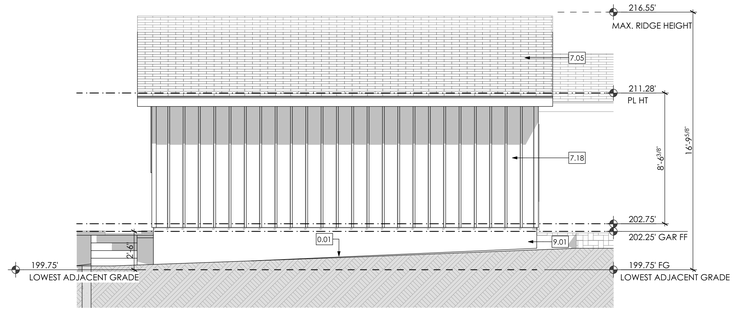
ID	SHORT DESCRIPTION	NOTES
	0. GENERAL NOTES	
0.01	LINE OF EXISTING GRADE	
0.02	LINE OF FINISH GRADE	
0.08	CONCRETE LANDING	ALL EXTERIOR DOORS SHALL HAVE A MIN. OF 36" LANDING IN THE DIRECTION OF TRAVEL, ON EACH SIDE OF DOOR
	7. THERMAL & MOISTURE PROTECT.	
7.05	CONCRETE ROOF TILE - CLASS A ROOFING RATED BY COOL ROOF RATING COUNCIL CRRC PRODUCT ID# 0009-0942	BORAL DURALITE SAXONY 600 SHAKE, COLOR: BUCKSKIN. ICC REPORT NO. ESR-XXXX INSTALL SHINGLES o/ 2-LAYER OF 30# FELT. ALL ROOF RELATED METALS TO BE MIN. 26 GA. GI OR ZINC ALUME.
7.18	BOARD & BATTEN - MINERAL-FIBER CEMENT PANEL SIDING	JAMES HARDIE - HARDIE PANEL SIDING SMOOTH ICC-ES REPORT NO. ESR-1844 w/ HARDIETRIM BATTEN BOARDS SMOOTH.
	9. FINISHES	
9.01	EXTERIOR STUCCO	APPLY BASE COATS IN ACCORDANCE WITH ASTM C 926. FINISH COAT, SMOOTH FINISH COLOR COAT STUCCO, OWNER TO SELECT COLOR.



RIGHT SIDE ELEVATION (SOUTH)

SCALE: 1/4" = 1'-0"

4



REAR ELEVATION (EAST)

SCALE: 1/4" = 1'-0"

3

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No. C-31660
07-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Job Title

SATO RESIDENCE

2 FLYING MANE RD
ROLLING HILLS, CA 90274

Drawing Title

BUILDING ELEVATIONS

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	08/09/22

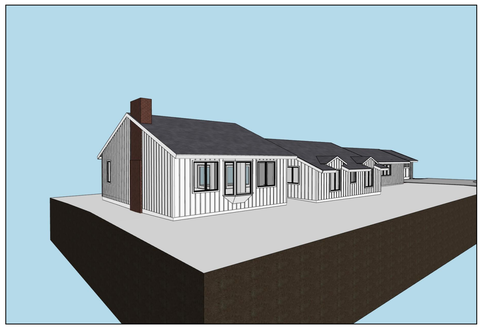
Project Number
2021-246

Drawing Number

A4.03

Plotted On: 8/9/22

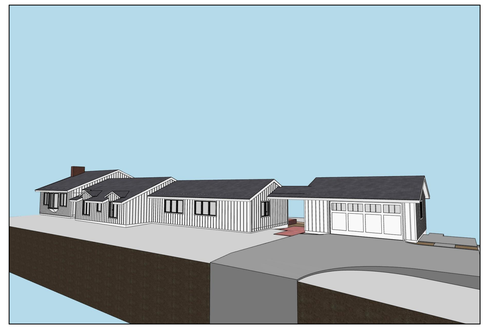
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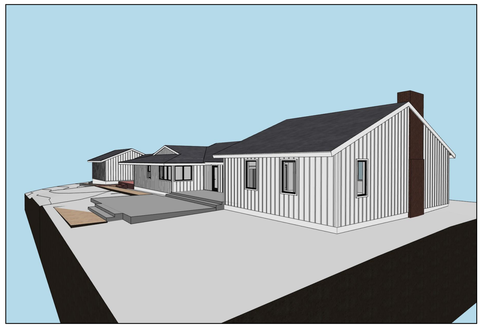
FRONT LEFT PERSPECTIVE



FRONT PERSPECTIVE



FRONT RIGHT PERSPECTIVE



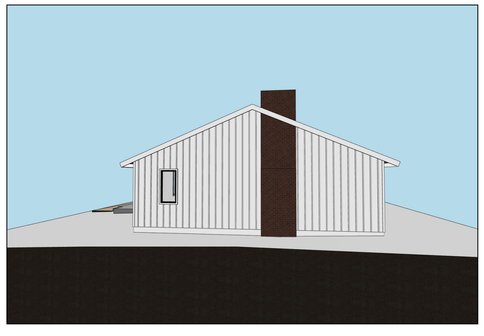
LEFT REAR PERSPECTIVE



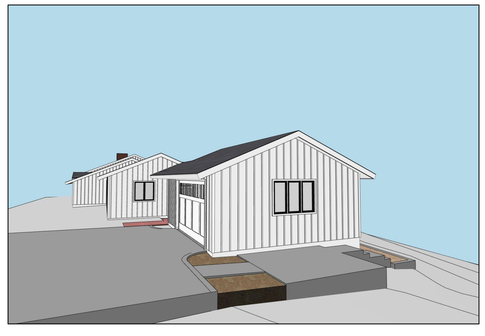
REAR PERSPECTIVE



RIGHT REAR PERSPECTIVE



LEFT SIDE PERSPECTIVE



RIGHT SIDE PERSPECTIVE

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Revisions

RevID	CHID	Change Name	Date

LICENSED ARCHITECT
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No. C-31660
07-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Job Title

SATO RESIDENCE

2 FLYING MANE RD
ROLLING HILLS, CA 90274

Drawing Title

RENDERINGS

Drawing Status
DESIGN DEV

Drawn by	Date
MSA	08/09/22

Project Number
2021-246

Drawing Number
A4.04

Plotted On: 8/9/22

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LEGEND

- PROPERTY LINE
- EASEMENT SETBACKS
- SETBACKS
- NET LOT AREA
  24,411.72 SQ.FT
- DETACHED STRUCTURE

	SQ.FT.
(1) TRELLIS (UNDER 12FT.)*	327.27
(2) BBQ*	17.09
(3) FOUNTAIN*	42.61
(4) FOUNTAIN*	13.58
(5) FIRE PIT*	24.48

*MEET CRITERIA FOR LOT COVERAGE DEDUCTION

- PAVED WALKS, PATIO AREAS, COURTYARDS
  1377.80 SF

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LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE #4467
Signature
Renewal Date
Date
STATE OF CALIFORNIA

PROJECT TITLE

SATO RESIDENCE

2 FLYING MANE ROAD
ROLLING HILLS, CA 90274

RECORD OF SURVEY AS PER BK 59 PG 8 TO 10 OF RECORD OF SURVEY
LOT 51
APN 7567-009-023

SHEET TITLE

PROPOSED LOT COVERAGE PLAN

REVISIONS

08-03-2022
05-24-2022

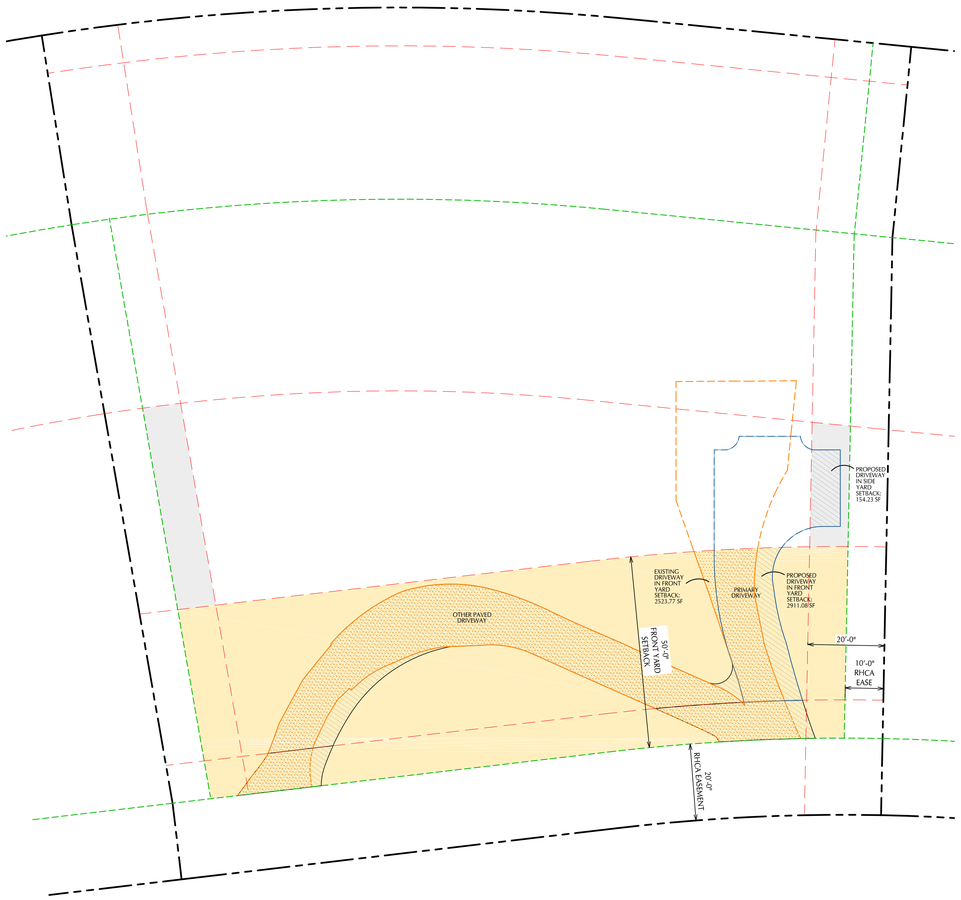
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DATE: 05-09-2022
DRAWN BY:
CHECKED:
XREF FILE:

PROJECT NO.

SHEET NO.

L-1.0

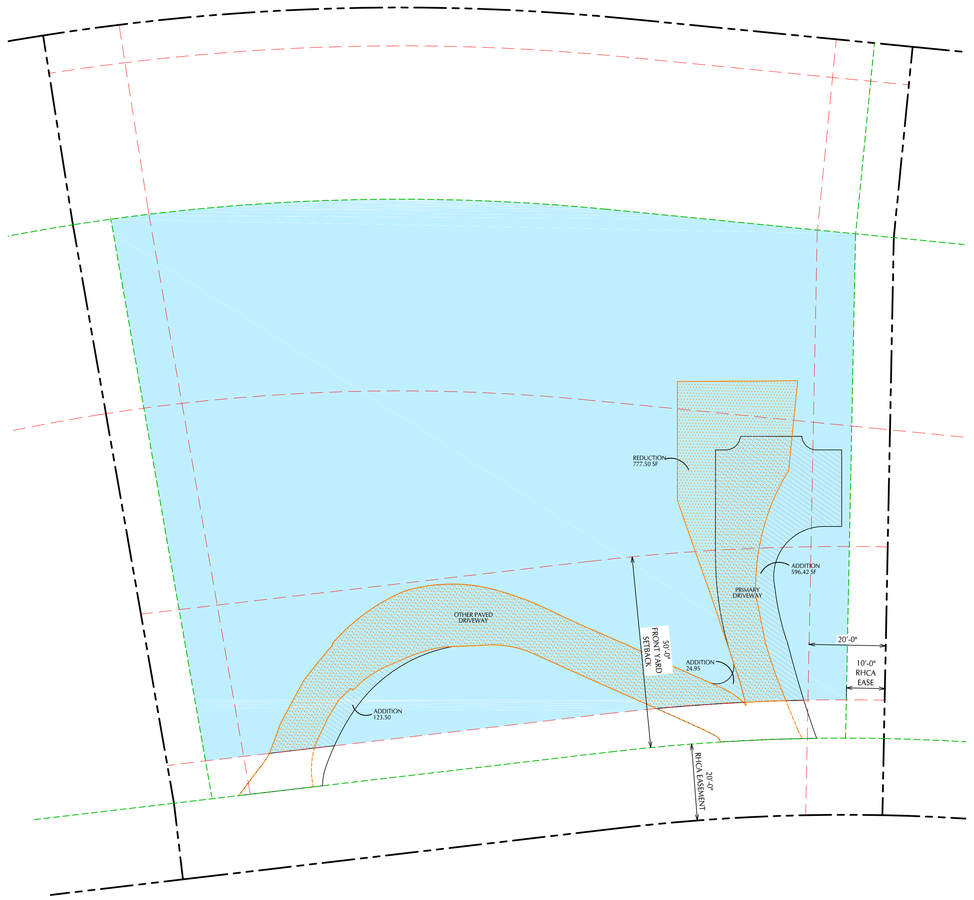
AREA OF DRIVEWAY(S) IN FRONT AND SIDE SETBACK



LEGEND

- PROPERTY LINE
- EASEMENT SETBACKS
- SETBACKS
- FRONT YARD SETBACK AREA 8545.30 SF
- SIDE YARD SETBACK AREA 853.36 SF
- EXISTING DRIVEWAY 2523.77 SF
- NEW DRIVEWAY 2875.17 SF

FLAT WORK - PRIMARY DRIVEWAY AND OTHER PAVED DRIVEWAYS, ROAD EASEMENTS, PARKING PAD



LEGEND

- PROPERTY LINE
- EASEMENT SETBACKS
- SETBACKS
- NET LOT AREA 24,411.72 SQ.FT
- EXISTING DRIVEWAY 3284.51 SF
  - PRIMARY DRIVEWAY= 1634.56 SF
  - OTHER DRIVEWAY= 1649.95 SF

CALCULATION:
3284.00
- 777.50
= 2507.01

2507.01
+ 596.42
+ 24.95
+ 123.50
= 3251.88

- NEW DRIVEWAY 3251.9 SF
  - PRIMARY DRIVEWAY= 1453.5 SF
  - OTHER DRIVEWAY= 1798.4 SF

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DEBORAH RICHIE #4467
Signature
Renewal Date
Date
STATE OF CALIFORNIA

PROJECT TITLE

SATO RESIDENCE

2 FLYING MANE ROAD
ROLLING HILLS, CA 90274

RECORD OF SURVEY AS PER BK 59 PG 8 TO 10
OF RECORD OF SURVEY
LOT 51
APN 7567-009-023

SHEET TITLE

PROPOSED LOT COVERAGE PLAN

REVISIONS

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

DATE: 07-05-2022

DRAWN BY:

CHECKED:

XREF FILE:

PROJECT NO.

SHEET NO.

L-1.1

CREST ROAD EAST

ASPH BERM

50' RHCA EASEMENT

(E) EUC

(E) TOYON

CATCH BASIN W/ GRATE

(E) SUMAC

WATER METERS

(E) 1 - PINE TREE

10' RHCA EASE

EXISTING HOUSE

(E) TREE TO REMAIN
1 DEODAR CEDAR

(N) WALL
29" MAX. HEIGHT

(N) FIRE PIT
ELEV=201.0

(N) DG PATIO

(N) STEPS,
RISE 6"/TREAD 16"

(N) 8"W WALL

(N) FOUNTAIN

(N) NATIVE
PERENNIAL
BORDER

REMOVE GATE

REMOVE BRICK
WALL

REMOVE BRICK
PATIO

REMOVE STEP
AND STOOP

(N) FOUNTAIN
BASIN

(N) FLAGSTONE W/ PEBBLE

(N) LAWN
4.9% SLOPE

(N) 9'-6"HIGH TRELLIS
T.O.TRELLIS = 211.5
SEE SHEET L0.1

24'-0" TRELLIS OVERALL

14'-0" TRELLIS OVERALL

(N) PA

(N) BBQ COUNTER

(N) GRILL

REMOVE (E) TREE

(N) STEPS,
RISE 6"/TREAD 16"

REMOVE GATE
REMOVE (E) TREE

(N) NATIVE
PERENNIAL BORDER

REMOVE BRICK
PLANTER
(200)

(N) 4'W WALK,
STEPPING STONE
W/ PEBBLE

BENDER BOARD

DG

4 - (N) RAISED
VEGETABLE BEDS

(N) VEGE BED

(N) 54"H 3-RAIL FENCE AT GRADE

PROPOSED GRADE

10' RHCA EASE

20'-0"

<MeasuredValue> REAR YARD SETBACK

(N) 42"H TRASH YARD
WOOD FENCE

PROPOSED
GARAGE
523.00 SQ. FT.

(N) TRASH
YARD
96.0 SF

(N) 5'H WOOD FENCE/GATE

EXISTING RESIDENCE

KITCHEN

GREAT ROOM

DINING ROOM

LAUNDRY ROOM

ENTRY

HALL

BEDROOM

BATH

MASTER CLOSET

MASTER BEDROOM

OFFICE

BRICK PORCH

AREA OF GARAGE
CONVERSION TO
HABITABLE SPACE

AC UNIT

PLANTER

(N) PLANTER

(N) DRIVEWAY
REMOVE
(E) DRIVEWAY
CONCRETE

(N) 4'W WALK
STEPPING STONE IN GRASS/PLANTING

REMOVE (E) CONCRETE

REMOVE BRICK
REMOVE PLANTER WALL
(E) TREE TO REMAIN
1 - MAYTENUS BOARIA ,
MAYTEN TREE

12" TREE

BRICK

LAMP

(N) LAWN

REMOVE (E) WALL
REMOVE (E) CONCRETE
(E) BRICK PATIO TO REMAIN

(E) TREE TO REMAIN
1 DEODAR CEDAR

(N) CONC BORDER
AT GRADE

(N) FIRE PIT

(E) BRICK PATIO,
REPAIR PATIO AND
REUSE BRICK FROM SITE

CONC
(E) DRIVEWAY
REMOVE CONC.
ADD PERMEABLE PAVER

(N) PERMEABLE
PAVER
W/ CONC. CURB/EDGE
RESTRAINT

(N) PROPOSED CONTOUR

(E) CONTOUR

(E) WALL, TO BE REMOVED

(E) WALL TO REMAIN

REMOVE WALL
REGRADE AIC.
PLANTING AREA
WIDEN DRIVEWAY
TO 15 FEET

(E) TREES TO REMAIN
2 - DEODAR CEDAR

(E) TREE TO REMAIN
1 DEODAR CEDAR

(N) STEPPING STONE
REMOVE CONC. WALK

(N) 15'W DRIVEWAY

(N) 6" CURB

WIDEN DRIVEWAY

(N) CONC BORDER
AT GRADE

WIDEN DRIVEWAY

<MeasuredValue> FRONT YARD SETBACK

(E) LAMP, REMOVE

(E) TREES TO REMAIN
2 - EUCALYPTUS

MAIL BOXES

ASPH

ASPH BERM

RHCA EASEMENT

FLYING MANE ROAD

CITY R.O.W. / DG

WIDEN DRIVEWAY

REMOVE BERM &
WIDEN DRIVEWAY APPROACH

(N) CONC. CURB/EDGE
RESTRAINT

N

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DEBORAH RICHIE #4467
Signature
Renewal Date
Date
STATE OF CALIFORNIA

PROJECT TITLE

SATO RESIDENCE

2 FLYING MANE ROAD
ROLLING HILLS, CA 90274

RECORD OF SURVEY AS PER BK 59 PG 8 TO 10
OF RECORD OF SURVEY
LOT 51
APN 7567-009-023

SHEET TITLE

SITE PLAN

REVISIONS

08-03-2022
07-05-2022
05-24-2022
05-09-2022

SCALE: 1/8" = 1'-0"

DATE: 02-09-2022

DRAWN BY:

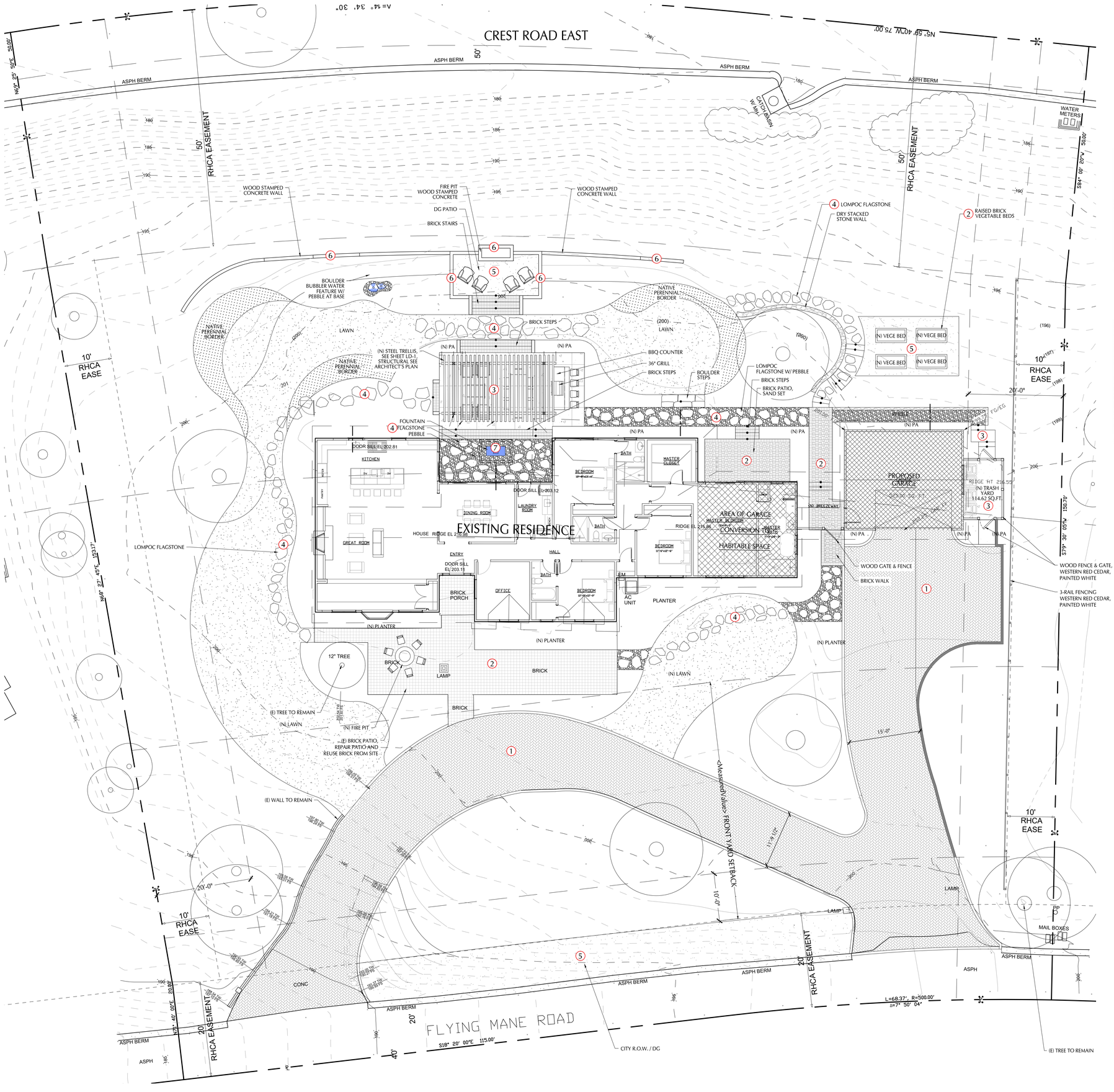
CHECKED:

XREF FILE:

PROJECT NO.

SHEET NO.

L-2



6 WOOD STAMPED CONCETE
COLOR: MESA BEIGE



1 PERMEABLE PAVER
CASCADE CORTE BY ORCO
SIZE: 4.92" X 9.84"
COLOR: TBD
PATTERN: HERRINGBONE



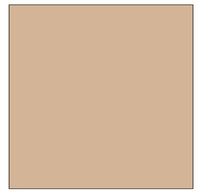


7 FOUNTAIN
WATER TABLE FOUNTAIN BY STONE FOREST



2 BRICK
PATTERN: SEE PLAN

NOTE:
- REUSE BRICK FROM SITE



3 COLOR CONCRETE
COLOR: MESA BEIGE (BY SCOFIELD)
FINISH: TBD



4 FLAGSTONE
LOMPOC



5 DECOMPOSED GRANITE
COLOR: TBD

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RECORD OF SURVEY AS PER BK 59 PG 8 TO 10
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LOT 51
APN 7567-009-023

SHEET TITLE

MATERIAL PLAN

REVISIONS

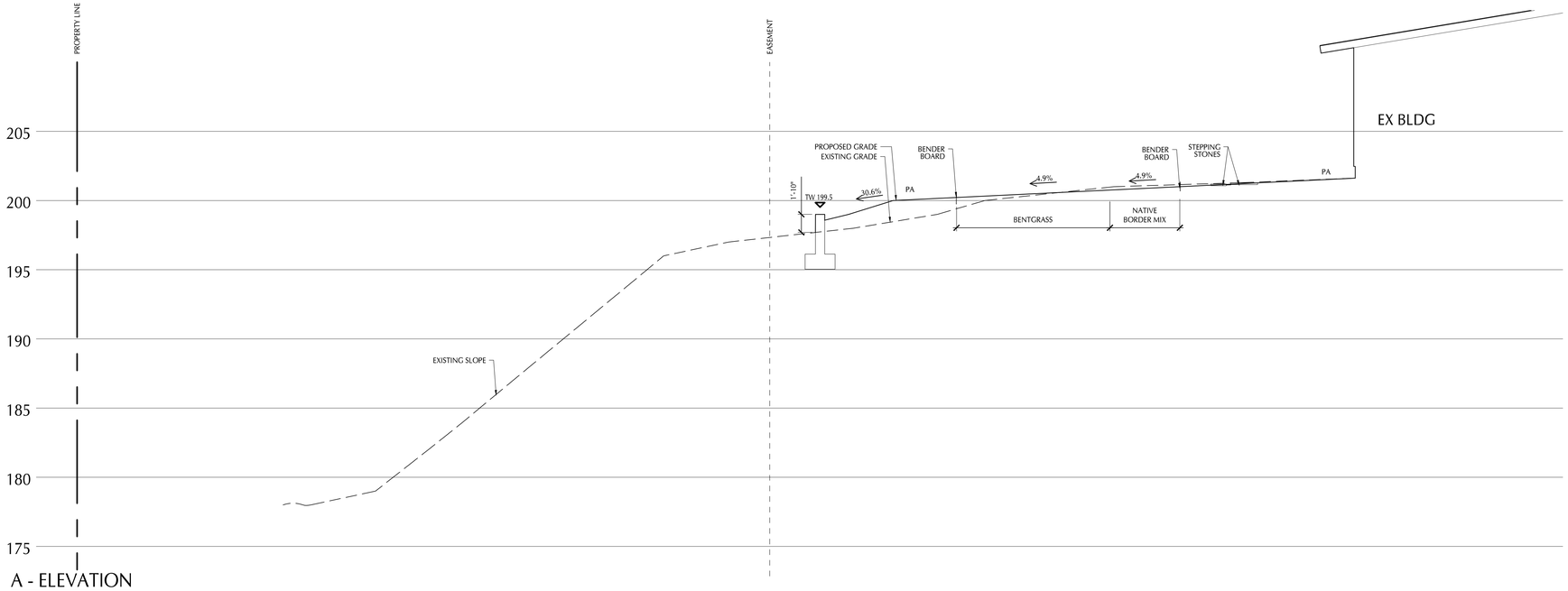
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05-24-2022

SCALE: 1/8" = 1'-0"
DATE: 05-09-2022
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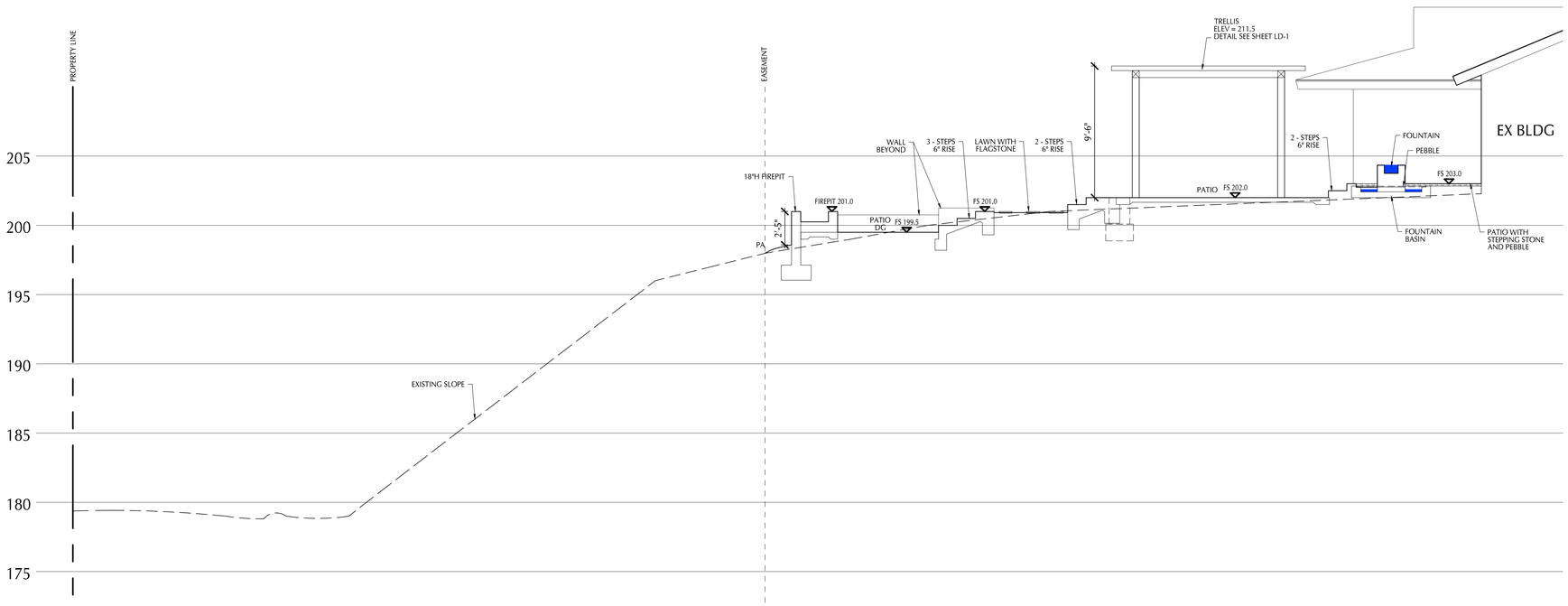
PROJECT NO.

SHEET NO.

L-3



A - ELEVATION



B - ELEVATION

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LOT 51
APN 7567-009-023

SHEET TITLE

SECTION

REVISIONS

08-03-2022
07-25-2022
05-24-2022

SCALE: 1/4" = 1'-0"

DATE: 05-09-2022

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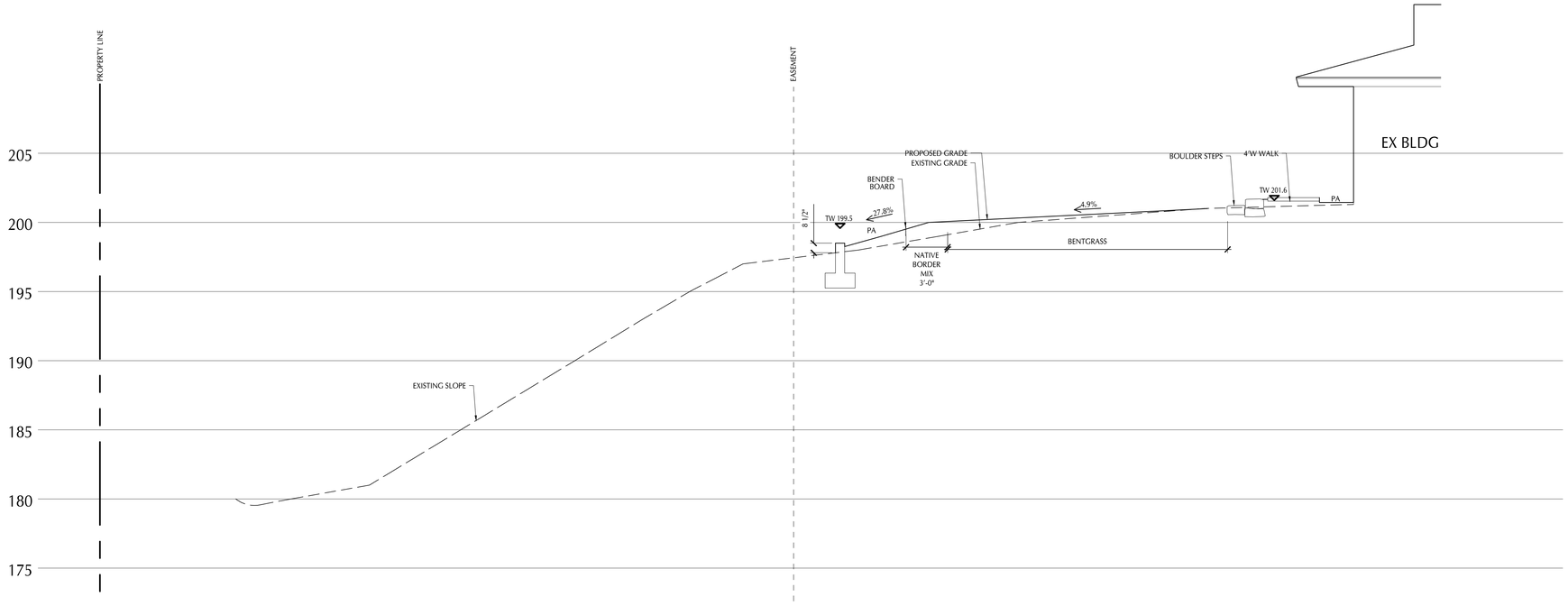
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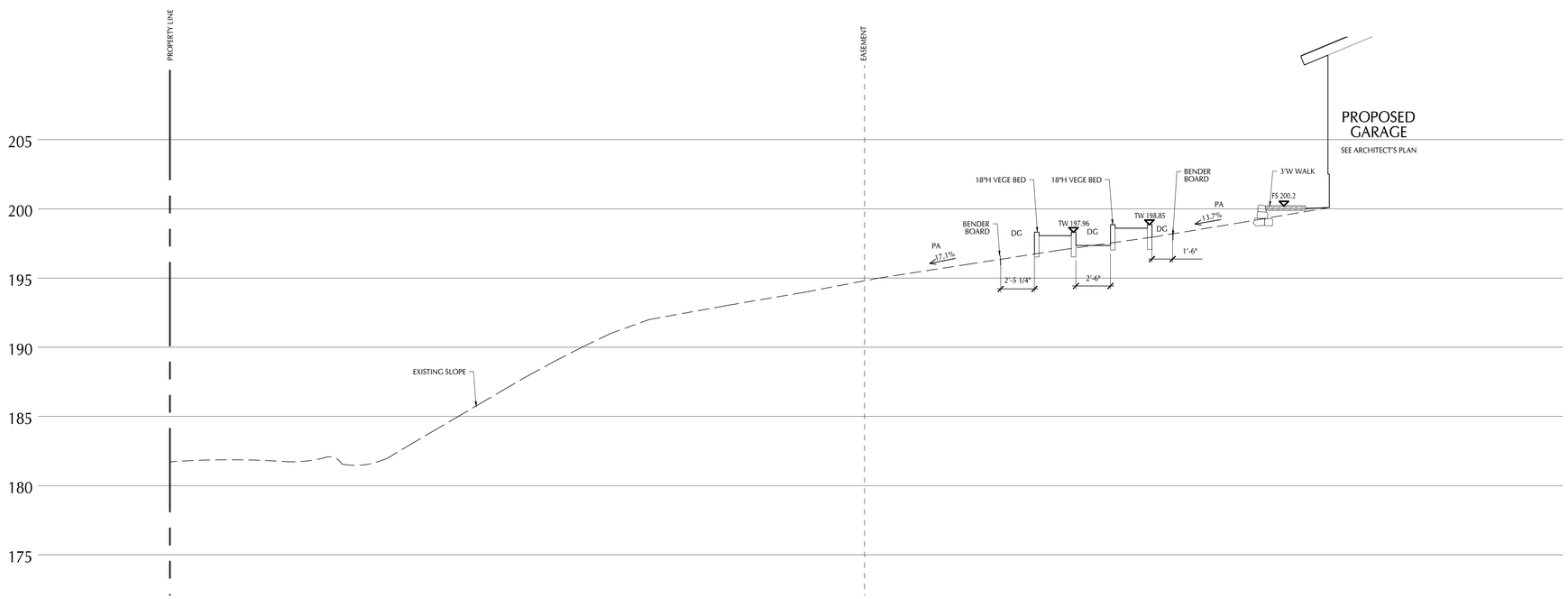
PROJECT NO.

SHEET NO.

L-4



A - ELEVATION



B - ELEVATION

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RECORD OF SURVEY AS PER BK 59 PG 8 TO 10
OF RECORD OF SURVEY
LOT 51
APN 7567-009-023

SHEET TITLE

SECTION

REVISIONS

08-03-2022

05-24-2022

SCALE: 1/4" = 1'-0"

DATE: 05-09-2022

DRAWN BY:

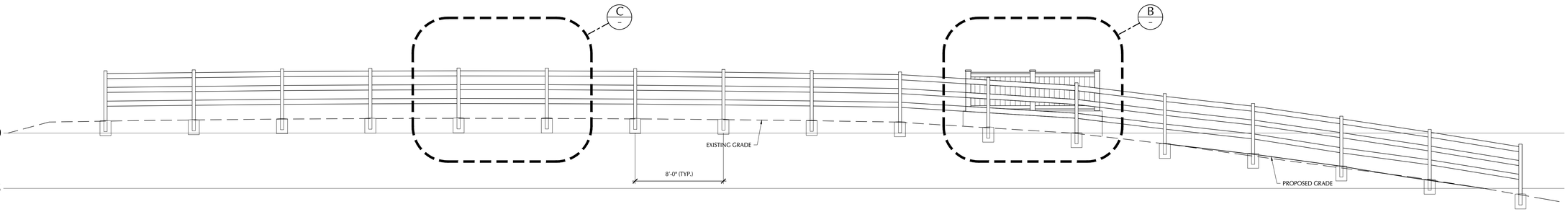
CHECKED:

XREF FILE:

PROJECT NO.

SHEET NO.

L-5



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2 FLYING MANE ROAD
ROLLING HILLS, CA 90274

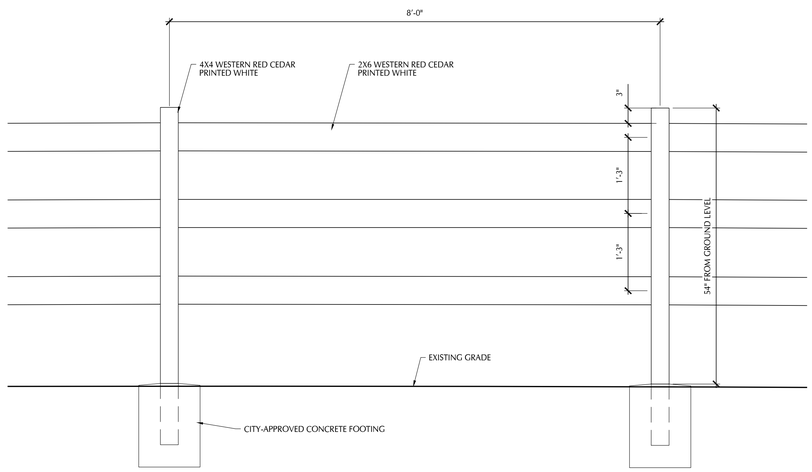
RECORD OF SURVEY AS PER BK 59 PG 8 TO 10
OF RECORD OF SURVEY
LOT 51
APN 7567-009-023

SHEET TITLE

FENCE

A - FENCE ELEVATION - SOUTHERN SIDE PROPERTY LINE

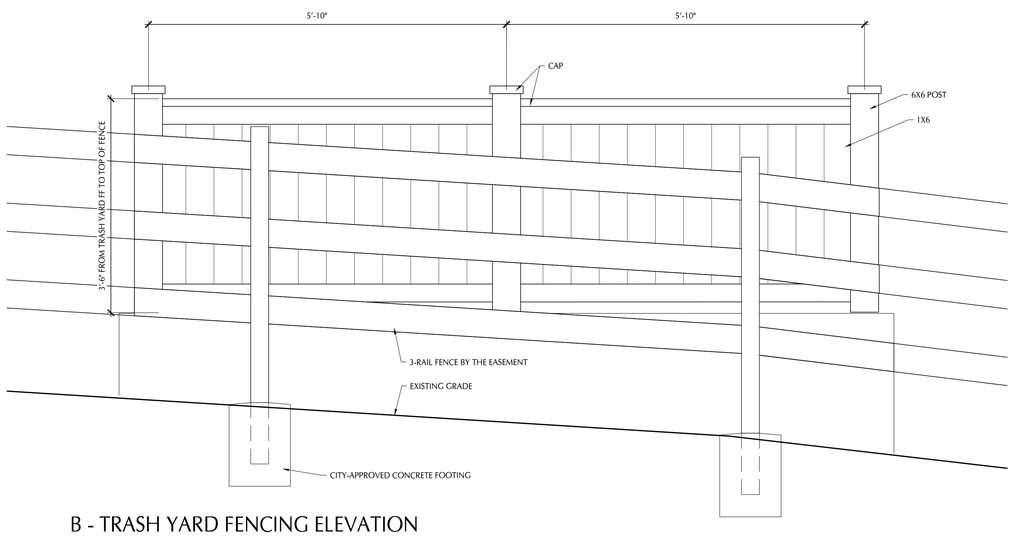
SCALE: 1" = 1'-0"



C - 3-RAIL FENCE ELEVATION

SCALE: 1" = 1'-0"

NOTE:
TRASH AREA FENCE TO BE WESTERN RED CEDAR
PRINTED WHITE



B - TRASH YARD FENCING ELEVATION

SCALE: 1" = 1'-0"

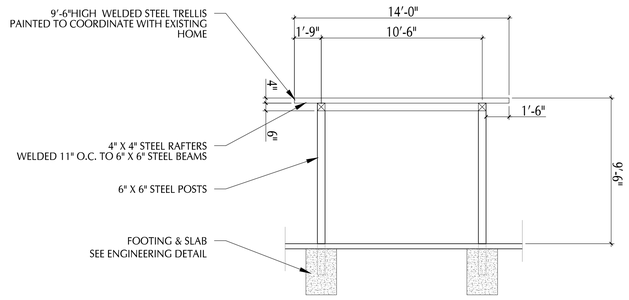
REVISIONS

SCALE:	AS SHOWN
DATE:	07-05-2022
DRAWN BY:	
CHECKED:	
XREF FILE:	

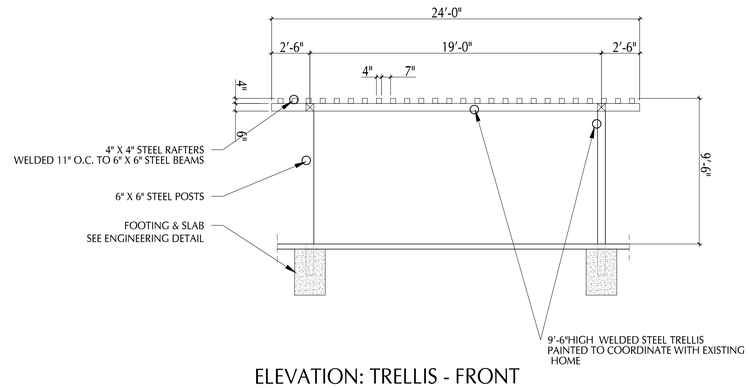
PROJECT NO.

SHEET NO.

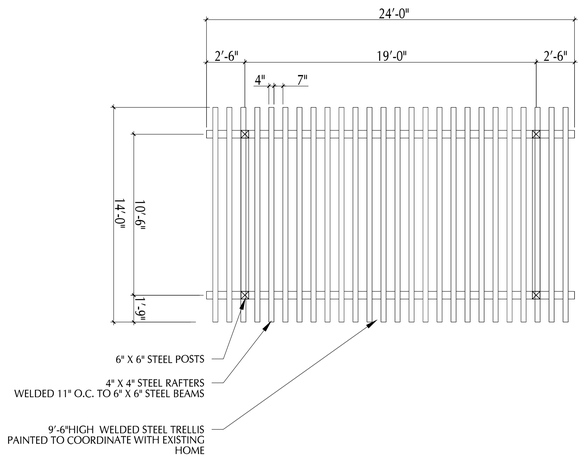
L-6



ELEVATION: TRELLIS - SIDE



ELEVATION: TRELLIS - FRONT



ENLARGEMENT: TRELLIS - PLAN

Richie-Bray, Inc.
LANDSCAPE ARCHITECTURE

904 Silver Spur Road #395
Rolling Hills Estates, CA 90274
(310) 377-5868

E-mail: deb@richie-bray.com

LICENSED LANDSCAPE ARCHITECT
DEBORAH RICHIE #4467
Signature
Renewal Date
Date
STATE OF CALIFORNIA

PROJECT TITLE

SATO RESIDENCE

2 FLYING MANE ROAD
ROLLING HILLS, CA 90274

RECORD OF SURVEY AS PER BK 59 PG 8 TO 10
OF RECORD OF SURVEY
LOT 51
APN 7567-009-023

SHEET TITLE

TRELLIS DETAILS

REVISIONS

SCALE: 1/4" = 1'-0"

DATE: 07-22-2022

DRAWN BY:

CHECKED:

XREF FILE:

PROJECT NO.

SHEET NO.

LD-1

Agenda Item No.: 9.B
Mtg. Date: 09/12/2022

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: **RECEIVE AND FILE A PLANNING COMMISSION DECISION TO APPROVE ZONING CASE NO. 21-02, MODIFICATION NO. 1: REQUEST FOR APPROVAL OF A SITE PLAN REVIEW TO DEMOLISH AN EXISTING RESIDENCE AND CONSTRUCT A NEW 5,215-SQUARE-FOOT SINGLE-FAMILY RESIDENCE AND RELATED IMPROVEMENTS INCLUDING NON-EXEMPT GRADING; VARIANCE TO CONSTRUCT A FIVE-FOOT-HIGH RETAINING WALL IN THE SETBACK AREA AND CONDUCT NON-EXEMPT GRADING; MODIFICATION TO ADD A 1,428-SQUARE-FOOT BASEMENT, STAIRCASE, AND RETAINING WALL ON A PROPERTY LOCATED AT 11 FLYING MANE ROAD (LOT 53-SF), ROLLING HILLS, CA (NEVENKA LCC)**

DATE: **September 12, 2022**

BACKGROUND:
On August 16, 2022, the Planning Commission conducted a field trip public hearing at the site in the morning and continued the public hearing to the evening meeting. Members of the public were allowed to participate at both meetings. At the evening meeting, the Planning Commission voted 3-0 (Chelf and Kirkpatrick recused due to proximity; Douglass participated out of necessity for a quorum) to adopt Resolution No. 2022-13 approving a major modification to Zoning Case No. 21-02 to add a basement, staircase, light well, and retaining wall to a previously approved project.

The project was originally approved by the Planning Commission on June 21, 2022, with adoption of Resolution No. 2022-07. However, the applicant decided to revise the plan to include a basement entirely underneath the footprint of the residence. A major modification was required because a staircase, light well, and retaining wall, which were not part of the original approval, would encroach into the required side yard setback.

On May 26, 2022, the Traffic Commission held a meeting to discuss the location of the driveway and apron and recommended to the City Council approval with a condition that the front hedge be removed or trimmed to no more than 24 inches to protect line of sight.

Zoning, Location, and Lot Description
The property located at 11 Flying Mane Road is zoned RAS-1 and has a net lot area of 0.9 acre (39,556 square feet). However, for purposes of calculating net lot area, Rolling Hills Municipal Code (RHMC) Section 17.16.060(A) indicates that properties less than an acre are to be considered an acre (43,560 square feet). Only one building pad exists on the property and is located at the highest portion adjacent to the roadway easement.

The lot is developed with a 5,292-square-foot single-family residence built in 1953. In 1962, the Planning Commission approved a variance for an indoor swimming pool and structure to encroach into the required 20-foot side yard setback by eight feet. The pool was constructed in late 1963. In 1968, the Planning Commission re-approved the variance on a technicality that it originally expired before the pool was completed.

The existing residence is located 30 feet from the front roadway easement, 10 feet from the northern side property line, and eight feet from the southern side property line. The rear property line is located downslope of the building pad over 250 feet to the west. Since the house was built prior to the City's incorporation, the front and northern side setback are considered legal nonconforming; as mentioned, the southern side setback was reduced with approval of a variance.

DISCUSSION:

Applicant Request

Subsequent to the Planning Commission's approval of the project on June 21, 2022, the property owners decided to include a 1,428-square-foot basement underneath the proposed footprint of the residence. The basement will include an indoor pool, gym, bathroom, and bedroom. The project includes a four-foot-wide staircase leading to a light well into the basement, which is in the side yard setback.The staircase and light well are supported by a retaining wall, which will retain a height of no more than five feet of dirt. The non-retaining portion of the wall is no higher than three-and-a-half feet, and acts as a safety barrier for the adjacent easement.

Site Plan Review
The applicant requests a major modification to modify the approved site plan and variances by: (1) adding a 1,428-square-foot basement under the footprint of the residence; (2) constructing a staircase and maximum five-foot-high retaining wall in the side yard; and (3) adjusting the non-exempt grading from a total of 6,687 cubic yards (CY) and 57 CY of export to 5,800 CY and 410 CY of export.

<u>Non-exempt grading</u>
The applicant originally requested a total of 6,687 CY of grading, including 57 CY of export. The major modification reduces the total grading to 5,800 CY, but increases the export to 410 CY due to the staircase and lightwell. Excavation for the basement is exempt and could be exported from the site without relief from the Code.

<u>Retaining Walls</u>
Apart from the retaining walls that were approved as part of the original project, the basement will require a retaining wall for the staircase and light well. The maximum height of the retaining portion of the wall is five feet with an average height of two-and-a-half feet. Pursuant

to RHMC Section 15.04.060, basements walls must not exceed a height of five feet above finished grade at any point, except for a light well. Furthermore, the staircase and light well must be incorporated into the overall design of the building so that it does not give an appearance of a separate story. The retaining wall will be hidden from view from the adjacent easement.

Variances
The major modification amends the variance request by adding a retaining wall for the staircase and light well in the side yard setback. A variance is also required to export of 410 CY of dirt, which is an increase from the 57 CY of the originally approved plan.

Variance request to allow a new five-foot-high retaining wall within the side yard setback
Pursuant to RHMC Section 17.16.150(F-G), retaining walls are permitted in setback areas if they do not exceed three feet in height, do not require grading, and are located along a walkway; or if they do not exceed three feet in height and are necessary to improve drainage or prevent slope erosion and are not in an easement, unless approved by the Association. Such walls must be screened from the public right-of-ways, easements and adjacent properties with appropriate landscaping.

The applicant is requesting a modification to the variance to allow for a retaining wall up to five feet in height for a new staircase and light well for a basement. The retaining wall will be located in the side setback approximately 16 feet from the property line and will be approximately 20 feet long. The portion of the wall which is retaining will taper to six inches toward the front of the property.

Variance request for non-exempt grading
Pursuant to Section 17.16.230, no export or import of cut or fill material shall be permitted in connection with any grading performed in the City, unless otherwise permitted by the provisions of Title 15 of the Code. The project does not meet the exemptions in Title 15 in that grading consists of 5,800 CY total and covers nearly the entire building pad and set aside area for the future stable and corral. Additionally, 410 CY of export is required.

MUNICIPAL CODE COMPLIANCE
Lot Coverage
The proposed structural coverage on the lot will be 6,484 square feet, or 14.8% of the lot, which is less than the lot coverage limitation of 20% maximum. The proposed total coverage including structures and flatwork will be 9,678 square feet or 22.2% of the lot area, which is less than the lot coverage limitation of 35% maximum.

Area of Disturbance
The project site has been previously disturbed due to development of the existing residence. The proposed project will add 2,124 square feet of disturbance for a total of 12,521 square feet, or 28.7% of the net lot area.

Environmental Review
The proposed project has been determined to not have a significant effect on the environment and is categorically exempt from the provisions of CEQA pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines, which exempts a single-family residence, swimming pool, and accessory structures.

Public Participation
None received.

CRITERIA FOR SITE PLAN REVIEW
17.46.050 - Required Site Plan Review findings.

1. The Commission shall be required to make findings in acting to approve, conditionally approve, or deny a Site Plan Review application.
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;
4. 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;
5. The project is harmonious in scale and mass with the site, the natural terrain and surrounding residences;
6. 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);
7. Grading has been designed to follow natural contours of the site and to minimize the amount of grading required to create the building area;
8. Grading will not modify existing drainage channels nor redirect drainage flow, unless such flow is redirected into an existing drainage course;
9. 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;
10. The project is sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles; and
11. The project conforms to the requirements of the California Environmental Quality Act.
12. If all of the above findings cannot be made with regard to the proposed project, or cannot be made even with changes to the project through project conditions imposed by City staff and/or the Planning Commission, the site plan review application shall be denied.

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

1. 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;
2. 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;
3. That the granting of such variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity;
4. That in granting the variance, the spirit and intent of this title will be observed;
5. That the variance does not grant special privilege to the applicant;
6. That the variance is consistent with the portions of the County of Los Angeles Hazardous

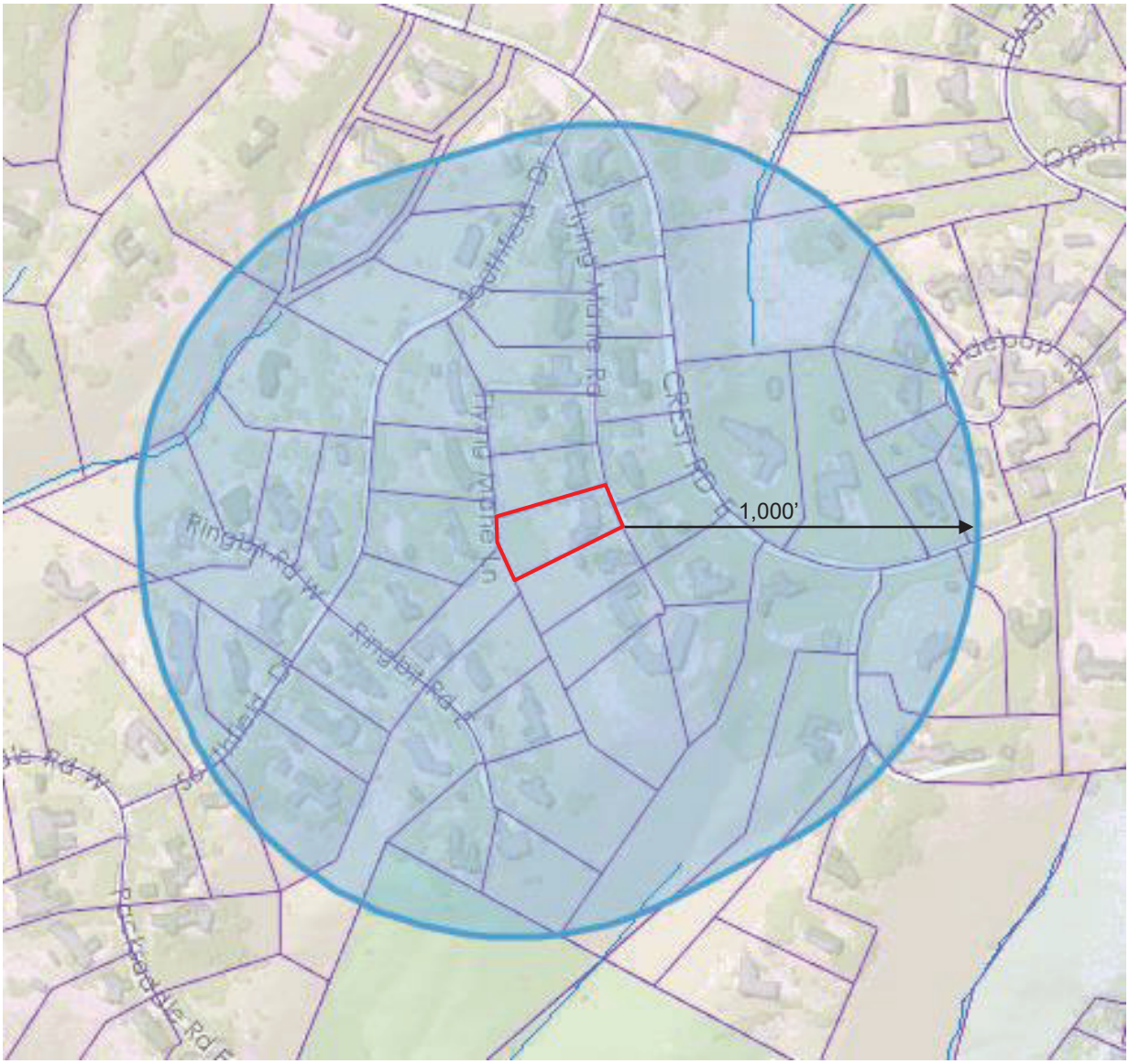
Waste Management Plan relating to siting and siting criteria for hazardous waste facilities; and

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

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
Vicinity Map - 11 Flying Mane Road.pdf
Development Table (ZC 21-02)_Mod1.pdf
11 Flying Mane - vicinity-proximity map.pdf
2022-13_PC_Resolution_11FlyingManeRoad_ZC 21-02mod_E.pdf
2022-07_PC_Resolution_11FlyingManeRoad_ZC 21-02_E.pdf
11 Flying Mane - Amended Plans Part 1 - 220725.pdf
11 Flying Mane - Amended Plans Part 2 - 220725.pdf



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

TITLE VICINITY MAP **CASE NO.** Zoning Case No. 21-02
Site Plan Review, Variance
OWNER Nevenka LLC Mod. No. 1

ADDRESS 11 Flying Mane Road, Rolling Hills, CA 90274 **SITE**

Development Table Zoning Case No. 21-02, Modification No. 1 (11 FLYING MANE ROAD)			
Site Plan Review and Variance	**PAD 1**	**PAD 2**	**TOTAL**
RAS-1 Zone Setbacks Front: 50 ft. from front easement line Side: 20 ft. from side property line Rear: 50 ft. from rear easement line	Single family residence, garage, pool, equipment, entryways (SF)	Future Stable (SF)	
Pad/Net Lot Area	8,780	1,000	43,560^
Residence	4,795		
Garage	420		
Swimming Pool/Spa	485		
*Pool Equipment	85		
Stable (min. 450 SF)		450**	
Attached Covered Porches	396		
*Outdoor Barbecue	15		
Service Yard	288		
Basement	**1,428**		
Total Structure Area	6,484	450**	6,484
Total Structure Area (excluding exempt structures)	6,340		
Total Structural Coverage (20% max)			14.8%
Total Flatwork			3,338
Total Structural and Flatwork			9,678
Total Lot Coverage (35% maximum)			22.2%
Building Pad Coverage (Policy: 30% maximum)	73.1%	45%**	
Disturbed Area (40% maximum; up to 60% with slopes less than 3:1)			12,521 28.7%
Grading	3,105 CY cut 2,695 CY fill		5,800 CY 410 CY export

*Allowable deductions; excluded from Total Structure Area/Total Structural Coverage

**Future stable not part of project

^Actual net lot area is 39,556 SF but per Code it is rounded to 1 acre (43,560 SF)


Southfield Dr
Flying Mane Rd
Crest Rd E
Flying Mane Ln
Southfield Dr
115'
38'
11 Flying Mane Rd,
Rolling Hills, CA 90274
5 FLYING MANE LN.
265'-7"
106'
63'
38'
437'-10"
Crest Rd E
4 RINGBIT
Ringbit R

RESOLUTION NO. 2022-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF MODIFICATION NO. 1 TO ZONING CASE NO. 21-02 FOR A SITE PLAN REVIEW TO DEMOLISH AN EXISTING RESIDENCE AND CONSTRUCT A NEW 5,215-SQUARE-FOOT SINGLE-FAMILY RESIDENCE, 1,428-SQUARE-FOOT BASEMENT, AND RELATED IMPROVEMENTS; AND VARIANCES TO CONSTRUCT FIVE-FOOT-HIGH RETAINING WALLS IN THE SETBACK AREA AND CONDUCT NON-EXEMPT GRADING ON A PROPERTY LOCATED AT 11 FLYING MANE ROAD (LOT 53-SF), ROLLING HILLS, CA (NEVENKA LLC)

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 Nevenka LLC with respect to real property located at 11 Flying Mane Road, Rolling Hills (Lot 53-SF) requesting a site plan review to demolish an existing 5,292-square-foot single-family residence and construct a new 5,215-square-foot single-family residence and attached garage in a similar footprint, and construct five-foot-high retaining walls in the rear portion of the building pad and in the side yard setback. The project also includes a 485-square-foot swimming pool, 85-square-foot pool equipment, 337 square feet of attached covered porches, 15-square-foot barbecue, and 288-square-foot service yard, which are not subject to discretionary review. The project also includes variances for a new five-foot-high retaining wall within the southern side yard setback and for non-exempt grading including export of dirt.

Section 2. On June 21, 2022, the Planning Commission adopted Resolution No. 2022-07 approving Zone Case No. 21-02, by a vote of 3-0, which approved the project described in Section 1 above. Subsequently, the applicant filed a request for a major modification to modify the approved site plan and variances by: (1) adding a 1,428-square-foot basement under the footprint of the residence; (2) constructing a staircase and maximum five-foot-high retaining wall in the side yard; and (3) adjusting the non-exempt grading from a total of 6,687 CY and 57 CY of export to 5,800 CY and 410 CY of export (collectively the "Major Modification").

Section 3. The Planning Commission conducted duly noticed public hearings to consider the Major Modification at its special field trip meeting and regular meeting on August 16, 2022. Neighbors within a 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on August 5, 2022. The applicant and agent were notified of the public hearings in writing by first class mail and the agent was in attendance at the hearings. Evidence was heard and presented from all persons interested in affecting said proposal.

Section 5. The property is zoned RAS-1 and the net lot area excluding the roadway easement is 0.9 acre (39,556 square feet). For purposes of calculating net lot area, Rolling Hills Municipal Code (RHMC) Section 17.16.060(A) indicates that properties less than an acre are to be considered an acre (43,560 square feet). The project includes an existing 8,780-square-foot building pad near the front of the property closest to the street. The property has a lot depth of over 320 feet and slopes downward toward the rear property line. The grade elevation between the main building pad and the rear property line is over 100 feet. A second building pad is proposed as a set aside for a future stable and corral near the rear of the property.

Section 6. The Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including single family residence and accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the Project includes the demolition of a residence and construction of a new single-family residence and related improvements. Accordingly, the Project qualifies for the exemption pursuant to Section 15303. Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The site has already been graded and existing structures are on site.

Section 7. Modification to Site Plan Review. The Planning Commission finds that this Major Modification to the Site Plan Review approved on June 21, 2022 via Resolution No. 2022-07 does not affect the previously made findings for the project. As noted above, this Major Modification to the approved Site Plan Review includes: (1) adding a 1,428-square-foot basement under the footprint of the residence; (2) constructing a staircase and maximum five-foot-high retaining wall in the side yard; and (3) adjusting the non-exempt grading from a total of 6,687 CY and 57 CY of export to 5,800 CY and 410 CY of export. With respect to the foregoing, the Planning Commission makes the following findings of fact pursuant to RHMC Section 17.46.050, which supplement the Site Plan Review findings in Resolution No. 2022-07:

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 proposed Major Modification is compatible with the General Plan and Zoning ordinance, subject to the variance for the new five-foot-high retaining walls within the southern side yard setback and a variance for grading within the southern side yard setback for retaining walls to allow for wider access and export of dirt. The proposed structures comply with the General Plan requirement of low profile, low-density residential development with sufficient open space between surrounding structures. The new residence and basement will be built on the existing building pad and will have a similar footprint as the existing residence, which will reduce the visual impact and minimize grading.

The new residence and basement meets the requirements for reduced setbacks on a smaller lot. According to RHMC Section 17.24.045, reduced setbacks may apply to properties in the RAS-1 zoning district that have a lot area of 1.25 acres or less, excluding roadway

easements. As such, the new residence will maintain the 30-foot front yard setback of the existing residence.

The project conforms to Zoning Code lot coverage requirements. The net lot area of the lot is 43,560 square feet per RHMC Section 17.16.060(A). The structural net lot coverage is proposed at 6,484 square feet or 14.8% (20% max. permitted) excluding exempt structures; and the total lot coverage proposed, including flatwork, would be 9,678 square feet or 22.2% (35% max. permitted). The disturbed area of the lot is proposed to be 12,521 square feet or 28.7% (40% permitted).

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

The topography and the configuration of the lot have been considered, and the proposed grading and retaining walls for development will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures; the grading and retaining walls allows the proposed construction to be constructed largely on an existing building pad which enables proposed project elements to be the least intrusive to surrounding properties. The retaining wall preserves the existing topography in the adjacent bridle trail easement and eliminates grading and disturbance in the easement. Further, the grading and retaining walls allows the proposed construction to be a sufficient distance from nearby residences so views and privacy of surrounding neighbors will not be impacted. The pool will be behind the residence and not visible from the street. The pool and patio area are included in the lot coverage. Lastly, the graded areas will incorporate landscaping and the retaining walls will be screened with landscaping. The lot will have a main building pad and a stable set aside area and 28.7% of the lot will be disturbed with the remaining area left landscaped or in a natural state. The basement will be entirely underneath the footprint of the residence.

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

The Major Modification, as conditioned, is harmonious in scale and mass with the site, and is consistent with the scale of the neighborhood when compared to new residences in the vicinity of said lot. The development plan takes into consideration the visibility of the project from Flying Mane Road as it utilizes the existing building pad and has a similar footprint to the existing residence. Significant portions of the lot will be left undeveloped or landscaped.

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).

A landscape plan has been prepared to for compliance with water efficient landscape ordinance requirements and low impact development standards. The landscape plan will introduce additional landscaping, which will be compatible with and enhances the rural

character of the community, and the landscaping will provide a buffer or transition area between private and public areas. The grading and retaining walls are designed to preserve existing topography where possible and mimic the natural terrain.

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

Grading consists of 3,105 CY of cut and 2,695 CY of fill. Export of 410 CY is required and covered by the variance contained herein. The grading and retaining walls are designed to preserve slopes where possible and mimic the natural terrain. Grading for the basement is exempt from grading calculations since the basement will be underneath the footprint of the residence and not seen.

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

Grading will be done to improve the driveway and walkways throughout the site. Drainage will not change and will follow the natural drainage courses of the lot. Grading for the swimming pool and basement are exempt from grading calculations.

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.

Surrounding native vegetation and mature trees will not be affected and new landscaping will be considerate of the environment and will enhance the rural character of the community. Landscaping will provide a buffer or transition between various pads on the property. As such, the rural character of the community is maintained and privacy is maintained with neighbors.

H. The project is sensitive and not detrimental to the convenience and safety of circulation for pedestrians and vehicles.

The grading and retaining walls for the project occur in the side of the property and will not be visible from the adjacent easement. There is ample parking in the garage and driveway in the front of the house. An adequate pathway is proposed to safely accommodate pedestrians from the residence to the backyard and stable set aside area in the rear of the property. Adequate walkways will be provided to the pool and deck as well as a staircase leading to the basement.

I. The project conforms to the requirements of the California Environmental Quality Act (CEQA).

The Project is exempt from the CEQA Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including single family

residence and accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the Project includes the construction of a new single-family residence, swimming pool, retaining walls, and associated grading. Accordingly, the Project qualifies for the exemption pursuant to Section 15303. Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The building pad has already been graded and existing structures are on site.

Section 8. Modification to Variances. The Planning Commission finds that finds that this Major Modification to the Variances approved on June 21, 2022 via Resolution No. 2022-07 does not affect the previously made findings for the project. As noted above, this Major Modification to the approved Variances includes: (1) adding a retaining wall for the staircase and light well in the side yard setback; and (2) adjusting the non-exempt grading from a total of 6,687 CY and 57 CY of export to 5,800 CY and 410 CY of export. With respect to the foregoing, the Planning Commission makes the following findings of fact pursuant to RHMC Section 17.38.050, which supplement the variance findings in Resolution No. 2022-07:

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.

There are extraordinary circumstances applicable to this property. The residence was developed prior to the City's incorporation and has a legal nonconforming front yard setback of 30 feet which may continue pursuant to Section 17.24.045. However, the small lot size and location of the building pad near the street are exceptional circumstances applicable to the property that do not apply generally to other properties in the same vicinity and zone. Retaining walls in the side yard setback are warranted in order to maintain the existing topography and provide emergency access around the residence. The encroachment is considered minimal given the existing residence already encroaches eight feet into the required side yard setback. The improvement will enhance the usability of the residence and be compatible with existing development in the area. Further, five-foot-high retaining walls with an average height of two and one-half feet is needed to improve accessibility. The variance is warranted due to the unique sloping topography that does not apply generally to other properties in the vicinity.

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.

Granting the requested variances are necessary for the preservation and enjoyment of property rights on the property. The existing main building pad encroaches into the front and side setback areas making it necessary for retaining walls and other improvements to also encroach. Other properties in the vicinity enjoy these types of improvements.

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.

Granting the variances to encroach into the front and side setbacks will not be detrimental to the public welfare and will not be injurious to properties in the vicinity; retaining walls and other improvements are allowed in the Rolling Hills community. Further, the project will be consistent with other development in the area. The new residence is substantially in the same location as the existing residence to be demolished; the driveway will be relocated several feet and repaved and retaining walls will improve access to the side of the residence.

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

Allowing construction in the side setback will improve access to the side of the residence and allow the existing topography to remain. The project is harmonious in scale and mass with the site, the natural terrain, and surrounding residences because the proposed construction complies with the low-profile residential development pattern of the community and will not give the property an over-built look. The lot is sufficient to accommodate the proposed use.

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

The construction in the side setback allows a new single family home similar to others enjoyed by many properties throughout the City. The project, together with the variances, will be compatible with the objectives, policies, general land uses, and programs specified in the General Plan.

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.

Granting a variance for the project will be consistent with the applicable portions of the Los Angeles County Hazardous Waste Management Plan related to siting criteria for hazardous waste facilities. The project site is not listed on the current State of California Hazardous Waste and Substances Sites List.

G. That the variance request is consistent with the General Plan of the City of Rolling Hills.

Granting the variance will be consistent with the General Plan of the City of Rolling Hills, which allows and encourages residential uses and property improvements. It will further the low-profile residential development pattern of the community and will not give the property an over-built look.

Section 9. Approval; Amended Conditions of Approval. Given the foregoing, the Planning Commission hereby approves the Major Modifications to the Site Plan Review and Variances as profiled in Sections 7 and 8 above. Furthermore, all the conditions of approval from Resolution No. 2022-07 are restated herein and the Planning Commission hereby amends the following conditions of approval D, G, U, and AK to read as follows:

D. The lot shall be developed and maintained in substantial conformance with the site plan on file at City Hall and approved by the Planning Commission on August 16, 2022 except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review shall conform to the approved development plan. All conditions of the Site Plan Review and Variance 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 a separate sheet and included in the building plans submitted to the Building Department for review and shall be kept on site at all times.

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

G. Structural lot coverage of the lot shall not exceed 6,484 square feet or 14.8% of the net lot area, in conformance with lot coverage limitations (20% maximum).

The total lot coverage proposed, including structures and flatwork, shall not exceed 9,678 square feet or 22.2% of the net lot area, in conformance with lot coverage limitations (35% maximum).

U. Retaining walls shall not exceed five feet in height at any point along the walls and shall have an average height of two and one-half feet.

AK. This Resolution's approvals shall not be effective until the applicants execute an Affidavit of Acceptance of all conditions set forth in Resolution No. 2022-07, and as modified herein.

PASSED, APPROVED AND ADOPTED THIS 16th DAY OF AUGUST, 2022.

BRAD CHELF, CHAIRMAN

ATTEST:

CHRISTIAN HORVATH, CITY CLERK

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

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

I certify that the foregoing Resolution No. 2022-13 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF MODIFICATION NO. 1 TO ZONING CASE NO. 21-02 FOR A SITE PLAN REVIEW TO DEMOLISH AN EXISTING RESIDENCE AND CONSTRUCT A NEW 5,215-SQUARE-FOOT SINGLE-FAMILY RESIDENCE, 1,428-SQUARE-FOOT BASEMENT, AND RELATED IMPROVEMENTS; AND VARIANCES TO CONSTRUCT FIVE-FOOT-HIGH RETAINING WALLS IN THE SETBACK AREA AND CONDUCT NON-EXEMPT GRADING ON A PROPERTY LOCATED AT 11 FLYING MANE ROAD (LOT 53-SF), ROLLING HILLS, CA (NEVENKA LLC)

was approved and adopted at a regular meeting of the Planning Commission on August 16, 2022, by the following roll call vote:

AYES: Cardenas, Cooley, Douglass

NOES:

ABSENT:

ABSTAIN: Chair Chelf, Vice Chair Kirkpatrick

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

Administrative Offices.

CHRISTIAN HORVATH, CITY CLERK

RESOLUTION NO. 2022-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF ZONING CASE NO. 21-02 FOR A SITE PLAN REVIEW TO DEMOLISH AN EXISTING RESIDENCE AND CONSTRUCT A NEW 5,215-SQUARE-FOOT SINGLE-FAMILY RESIDENCE AND RELATED IMPROVEMENTS; AND VARIANCES TO CONSTRUCT A FIVE-FOOT-HIGH RETAINING WALL IN THE SETBACK AREA AND CONDUCT NON-EXEMPT GRADING ON A PROPERTY LOCATED AT 11 FLYING MANE ROAD (LOT 53-SF), ROLLING HILLS, CA (NEVENKA LLC)

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 Nevenka LLC with respect to real property located at 11 Flying Mane Road, Rolling Hills (Lot 53-SF) requesting a site plan review to demolish an existing 5,292-square-foot single-family residence and construct a new 5,215-square-foot single-family residence and attached garage in a similar footprint, and construct five-foot-high retaining walls in the rear portion of the building pad and in the side yard setback. The project also includes a 485-square-foot swimming pool, 85-square-foot pool equipment, 337 square feet of attached covered porches, 15-square-foot barbecue, and 288-square-foot service yard, which are not subject to discretionary review. A variance is requested for a new five-foot-high retaining wall within the southern side yard setback and for non-exempt grading including 57 cubic yards (CY) of exported dirt.

Section 2. The existing single-family residence was built in 1953. In 1962, the Planning Commission approved a variance for an indoor swimming pool and structure to encroach into the required 20-foot side yard setback by eight feet. The pool was constructed in late 1963. In 1968, the Planning Commission re-approved the variance on a technicality that the original permit expired before the pool was completed.

Section 3. The Planning Commission conducted duly noticed public hearings to consider the application at its special field trip meeting and regular meeting on May 17, 2022. Neighbors within a 1,000-foot radius were notified of the public hearings and a notice was published in the Daily Breeze on May 6, 2022. The applicant and agent were notified of the public hearings in writing by first class mail and the agent was in attendance at the hearings. Evidence was heard and presented from all persons interested in affecting said proposal.

Section 4. On May 26, 2022, the Traffic Commission held a meeting to review the shifting of the driveway apron and driveway several feet from the existing location and recommended to the City Council approval of the proposal with the condition that the hedge in the front of the property be trimmed to no higher than 24 inches to protect line of sight.

Section 5. The property is zoned RAS-1 and the net lot area excluding the roadway easement is 0.9 acre (39,556 square feet). For purposes of calculating net lot area, Rolling

Hills Municipal Code (RHMC) Section 17.16.060(A) indicates that properties less than an acre are to be considered an acre (43,560 square feet). The project includes an existing 8,780-square-foot building pad near the front of the property closest to the street. The property has a lot depth of over 320 feet and slopes downward toward the rear property line. The grade elevation between the main building pad and the rear property line is over 100 feet. A second building pad is proposed as a set aside for a future stable and corral near the rear of the property.

Section 6. The Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including single family residence and accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the Project includes the demolition of a residence and construction of a new single-family residence and related improvements. Accordingly, the Project qualifies for the exemption pursuant to Section 15303. Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The site has already been graded and existing structures are on site.

Section 7. Site Plan Review. Site Plan Review is required for demolition of an existing residence and construction of a new residence pursuant to RHMC Section 17.46.020(A), for a retaining wall above three feet in height pursuant to RHMC Section 17.16.190(F), and for non-exempt grading totaling 6,687 CY including 57 CY of export pursuant to RHMC Section 17.46.020(A). With respect to the Site Plan Review for the development, the Planning Commission hereby makes the following findings:

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

The proposed development, which includes demolition and construction of a residence and grading is compatible with the General Plan and Zoning ordinance, subject to the variance for a new five-foot-high retaining wall within the southern side yard setback and a variance for grading within the southern side yard setback for the retaining wall to allow for wider access and export of dirt. The proposed structures comply with the General Plan requirement of low profile, low-density residential development with sufficient open space between surrounding structures. The new residence will be built on the existing building pad and will have a similar footprint as the existing residence, which will reduce the visual impact and minimize grading.

The new residence meets the requirements for reduced setbacks on a smaller lot. According to RHMC Section 17.24.045, reduced setbacks may apply to properties in the RAS-1 zoning district that have a lot area of 1.25 acres or less, excluding roadway easements. As such, the new residence will maintain the 30-foot front yard setback of the existing residence.

The project conforms to Zoning Code lot coverage requirements. The net lot area of the lot is 43,560 square feet per RHMC Section 17.16.060(A). The structural net lot coverage is proposed at 6,384 square feet or 14.7% (20% max. permitted) excluding exempt structures; and the total lot coverage proposed, including flatwork, would be 9,722 square feet or 22.3%

(35% max. permitted). The disturbed area of the lot is proposed to be 12,521 square feet or 28.7% (40% permitted).

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

The topography and the configuration of the lot have been considered, and the proposed grading and retaining wall for development will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures; the grading and retaining wall allows the proposed construction to be constructed largely on an existing building pad which enables proposed project elements to be the least intrusive to surrounding properties. The retaining wall preserves the existing topography in the adjacent bridle trail easement and eliminates grading and disturbance in the easement. Further, the grading and retaining wall allows the proposed construction to be a sufficient distance from nearby residences so views and privacy of surrounding neighbors will not be impacted. The pool will be behind the residence and not visible from the street. The pool and patio area are included in the lot coverage. Lastly, the graded areas will incorporate landscaping and the retaining wall will be screened with landscaping. The lot will have a main building pad and a stable set aside area and 28.7% of the lot will be disturbed with the remaining area left landscaped or in a natural state.

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

The proposed development, as conditioned, is harmonious in scale and mass with the site, and is consistent with the scale of the neighborhood when compared to new residences in the vicinity of said lot. The development plan takes into consideration the visibility of the project from Flying Mane Road as it utilizes the existing building pad and has a similar footprint to the existing residence. The driveway will be moved several feet and repaved to align with the new garage. The proposed pool will be located at the edge of the pad and retaining walls will be located behind the residence at the top of the slope. The pool equipment will be located in a crawl space underneath the residence where it will not be visible. Significant portions of the lot will be left undeveloped or landscaped.

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).

A landscape plan has been prepared to for compliance with water efficient landscape ordinance requirements and low impact development standards. The landscape plan will introduce additional landscaping, which will be compatible with and enhances the rural character of the community, and the landscaping will provide a buffer or transition area between private and public areas. The grading and retaining wall are designed to preserve existing topography where possible and mimic the natural terrain.

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

Grading consists of 3,372 CY of cut and 3,315 CY of fill. Export of 57 CY is required and covered by the variance contained herein. The grading and retaining wall are designed to preserve slopes where possible and mimic the natural terrain.

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

Grading will be done to improve the driveway and walkways throughout the site. Drainage will not change and will follow the natural drainage courses of the lot.

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.

Surrounding native vegetation and mature trees will not be affected and new landscaping will be considerate of the environment and will enhance the rural character of the community. Landscaping will provide a buffer or transition between various pads on the property. As such, the rural character of the community is maintained and privacy is maintained with neighbors.

H. The project is sensitive and not detrimental to the convenience and safety of circulation for pedestrians and vehicles.

The grading and retaining wall for the project occurs in the side of the property and will not be visible from the adjacent easement. There is ample parking in the garage and driveway in the front of the house. An adequate pathway is proposed to safely accommodate pedestrians from the residence to the backyard and stable set aside area in the rear of the property. Adequate walkways will be provided to the pool and deck.

I. The project conforms to the requirements of the California Environmental Quality Act (CEQA).

The Project is exempt from the CEQA Guidelines pursuant to Section 15303, Class 3 (New Construction or Conversion of Small Structures), which exempts the construction and location of a limited number of new, small facilities or structures, including single family residence and accessory structures, including but not limited to garages, carports, patios, swimming pools and fences. Here, the Project includes the construction of a new single-family residence, swimming pool, retaining walls, and associated grading. Accordingly, the Project qualifies for the exemption pursuant to Section 15303. Further, no exceptions to the exemption apply; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The building pad has already been graded and existing structures are on site.

Section 8. Variances. Section 17.38.050 sets forth the required findings for granting variances to construct a five-foot-high retaining wall in the side yard setback with non-exempt grading and export of dirt identified in Section 17.16.120, Section 17.16.150(F), and Section 17.16.230. With respect to the request for variances, the Planning Commission finds as follows:

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.

There are extraordinary circumstances applicable to this property. The residence was developed prior to the City's incorporation and has a legal nonconforming front yard setback of 30 feet which may continue pursuant to Section 17.24.045. However, the small lot size and location of the building pad near the street are exceptional circumstances applicable to the property that do not apply generally to other properties in the same vicinity and zone. A retaining wall in the side yard setback is warranted in order to maintain the existing topography and provide emergency access around the residence. The encroachment is considered minimal given the existing residence already encroaches eight feet into the required side yard setback. The improvement will enhance the usability of the residence and be compatible with existing development in the area. Further, a five-foot-high retaining wall with an average height of two and one-half feet is needed to improve accessibility. The variance is warranted due to the unique sloping topography that does not apply generally to other properties in the vicinity.

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.

Granting the requested variances are necessary for the preservation and enjoyment of property rights on the property. The existing main building pad encroaches into the front and side setback areas making it necessary for the retaining wall and other improvements to also encroach. Other properties in the vicinity enjoy these types of improvements.

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.

Granting the variances to encroach into the front and side setbacks will not be detrimental to the public welfare and will not be injurious to properties in the vicinity; a retaining wall and other improvements are allowed in the Rolling Hills community. Further, the project will be consistent with other development in the area. The new residence is substantially in the same location as the existing residence to be demolished; the driveway will be relocated several feet and repaved and the retaining wall will improve access to the side of the residence.

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

Allowing construction in the side setback will improve access to the side of the residence and allow the existing topography to remain. The project is harmonious in scale and mass with the site, the natural terrain, and surrounding residences because the proposed construction complies with the low-profile residential development pattern of the community and will not give the property an over-built look. The lot is sufficient to accommodate the proposed use.

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

The construction in the side setback allows a new single family home similar to others enjoyed by many properties throughout the City. The project, together with the variances, will be compatible with the objectives, policies, general land uses, and programs specified in the General Plan.

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.

Granting a variance for the project will be consistent with the applicable portions of the Los Angeles County Hazardous Waste Management Plan related to siting criteria for hazardous waste facilities. The project site is not listed on the current State of California Hazardous Waste and Substances Sites List.

G. That the variance request is consistent with the General Plan of the City of Rolling Hills.

Granting the variance will be consistent with the General Plan of the City of Rolling Hills, which allows and encourages residential uses and property improvements. It will further the low-profile residential development pattern of the community and will not give the property an over-built look.

Section 9. Approval Conditions. Based upon the foregoing findings, and the evidence in the record, the Planning Commission hereby approves Zoning Case No. 21-02 subject to the following conditions:

A. The Site Plan and Variance approvals shall expire within two years from the effective date of approval as defined in RHMC Sections 17.46.080 and 17.38.070 unless otherwise extended pursuant to the requirements of these sections.

B. If any condition of this resolution is violated, the entitlements 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 RHMC Chapter 17.58.

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 a variance to such requirement has been approved.

D. The lot shall be developed and maintained in substantial conformance with the site plan on file at City Hall and approved by the Planning Commission on June 21, 2022 except as otherwise provided in these conditions. The working drawings submitted to the Department of Building and Safety for plan check review shall conform to the approved development plan. All conditions of the Site Plan Review and Variance 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 a separate sheet and included in the building plans submitted to the Building Department for review and shall be kept on site at all times.

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

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

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 herein 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. Structural lot coverage of the lot shall not exceed 6,384 square feet or 14.7% of the net lot area, in conformance with lot coverage limitations (20% maximum).

The total lot coverage proposed, including structures and flatwork, shall not exceed 9,722 square feet or 22.3% of the net lot area, in conformance with lot coverage limitations (35% maximum).

H. The disturbed area of the lot, including the future stable and corral area shall not exceed 28.7%, or 12,521 square feet surface area. Grading for this project shall not exceed 3,372 CY of cut and 3,315 CY of fill with 57 CY of export for a total of 6,687 cubic yards balanced on site.

I. The residential building pad is proposed at 8,780 square feet and shall not exceed coverage of 6,384 square feet or 72.7% with allowed deductions. The set aside pad for a future stable and corral is proposed at 1,000 square feet and shall not exceed 450 square feet of coverage or 45% with allowed deductions.

J. A driveway access shall be provided per the Fire Department requirements and the apron of the driveway shall be roughened and the first 20 feet of the driveway shall not exceed 7% in slope.

K. Access to the set aside area for the future stable and corral shall be decomposed granite or 100% pervious roughened material; the access route shall not be wider than 12 feet.

L. A minimum of five-foot level 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.

M. Per LA County Building Code, a pool barrier and/or fencing shall be required for the pool.

N. A drainage plan, as required by the Building Department shall be prepared and approved by City Staff prior to issuance of a construction permit. Such plan shall be subject to LA County Code requirements.

O. The applicant shall comply with all requirements of the Lighting Ordinance of the City of Rolling Hills (RHMC 17.16.190.E), pertaining to lighting on said property, roofing and material requirements of properties in the Very High Fire Hazard Severity Zone, and Low Impact Development requirements for storm water management on site (RHMC Chapter 8.32).

P. All utility lines shall be undergrounded pursuant to Section 17.27.030.

Q. 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.

R. Prior to issuance of a final construction approval of the project, all graded slopes shall be landscaped. Prior to issuance of building permit, the landscaping plan shall meet the requirements of the City, shall be submitted to the City in conformance with Fire Department Fuel Modification requirements, and shall be approved by the City's landscape consultant.

S. The project shall be landscaped, and continually maintained in substantial conformance with the landscaping plan on file approved by the City's landscape consultant. A detailed landscaping plan shall provide that any trees and shrubs used in the landscaping scheme for this project shall be planted in a way that screens the project development from adjacent streets and neighbors, such that shrubs and trees as they mature do not grow into a hedge or impede any neighbors views and the plan shall provide that all landscaping be maintained at a height no higher than the roof line of the nearest project structure. In addition, the landscaping plan shall provide for screening of the proposed retaining wall with vegetation not to exceed 10 feet in height, and that the vegetation used for screening shall be planted in an offset manner, to prevent it, as it grows from forming a solid hedge. 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. Plants listed as high hazardous plants under RHMC Section 8.30.015 are prohibited.

T. The applicant shall submit a landscaping performance bond or other financial obligation, to be kept on deposit by the City, in the amount of the planting plus irrigation plus 15%. The bond shall be released no sooner than two years after completion of all plantings, subject to a City staff determination that the plantings required for the project are in substantial conformance with approved plans and are in good condition.

The landscaping shall be subject to the requirements of the City's Water Efficient Landscape Ordinance, (Chapter 13.18 of the RHMC).

Pursuant to Chapter 8.30 of the RHMC, the property shall at all times be maintained free of dead trees and vegetation.

U. The retaining wall shall not exceed five feet in height at any point along the wall and shall have an average height of two and one-half feet.

V. The setback lines and roadway easement lines in the vicinity of the construction for this project shall remain staked throughout the construction. A construction fence may be required.

W. Perimeter easements, including roadway easements and trails, if any, shall remain free and clear of any of improvements to advance equestrian use and emergency preparedness for evacuation within the City. Where RHCA has demonstrated authority over the easement, the City's Planning Director may grant relief from this condition upon satisfactory proof of permission from RHCA and a legitimate showing that there is no need for the condition to advance equestrian uses and emergency preparedness.

X. 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.

Y. *During construction*, the site shall be maintained in a safe manner so as not to threaten the health, safety, or general welfare of the public.

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

AA. *During construction*, to the extent feasible, all parking shall take place on the project site, on the new driveway and, 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.

AB. *During construction*, the property owners shall be required to schedule and regulate construction and relate 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.

AC. Prior to demolition of the existing structures, an investigation shall be conducted for the presence of hazardous chemicals, lead-based paints or products, mercury and asbestos-containing materials (ACMs). If hazardous chemicals, lead-based paints or products, mercury or ACMs are identified, remediation shall be undertaken in compliance with California environmental regulations and policies.

AD. The property owner and/or his/her contractor/applicant shall be responsible for compliance with the no-smoking provisions in the Municipal Code. 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.

AE. Storm water shall drain in accordance with the approved grading and drainage plan. Drainage dissipaters shall be constructed outside of any easements. The drainage system shall be approved by the Department of Building and Safety. If an above ground swale and/or dissipater is required, it shall be designed in such a manner as not to cross over any equestrian trails or discharge water onto a trail, shall be stained in an earth tone color, and

shall be screened from any trail, road and neighbors' view to the maximum extent practicable, without impairing the function of the drainage system.

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

AG. *During construction*, an Erosion Control Plan containing the elements set forth in Section 7010 of the 2016 County of Los Angeles Uniform Building Code shall be followed to minimize erosion and to protect slopes and channels to control storm water pollution.

AH. The property owners shall be required to conform to the Regional Water Quality Control Board and County Health Department requirements for the installation and maintenance of storm water drainage facilities and septic tank.

AI. The applicant shall pay all of the applicable Building and Safety and Public Works Department fees and Palos Verdes Peninsula Unified School District fees, if any.

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

AK. This Resolution's approvals shall not be effective until the applicants execute an Affidavit of Acceptance of all conditions set forth herein.

AL. All conditions of this Resolution, when applicable, must be complied with prior to the issuance of a grading or building permit from the Building and Safety Department.

AM. 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.

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF JUNE, 2022.

BRAD CHELF, CHAIRMAN

ATTEST:

CHRISTIAN HORVATH, CITY CLERK

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

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

I certify that the foregoing Resolution No. 2022-07 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING APPROVAL OF ZONING CASE NO. 21-02 FOR A SITE PLAN REVIEW TO DEMOLISH AN EXISTING RESIDENCE AND CONSTRUCT A NEW 5,215-SQUARE-FOOT SINGLE-FAMILY RESIDENCE AND RELATED IMPROVEMENTS; AND VARIANCES TO CONSTRUCT A FIVE-FOOT-HIGH RETAINING WALL IN THE SETBACK AREA AND CONDUCT NON-EXEMPT GRADING ON A PROPERTY LOCATED AT 11 FLYING MANE ROAD (LOT 53-SF), ROLLING HILLS, CA (NEVENKA LLC)

was approved and adopted at a regular meeting of the Planning Commission on June 21, 2022, by the following roll call vote:

AYES: Cardenas, Cooley, Douglass

NOES: None

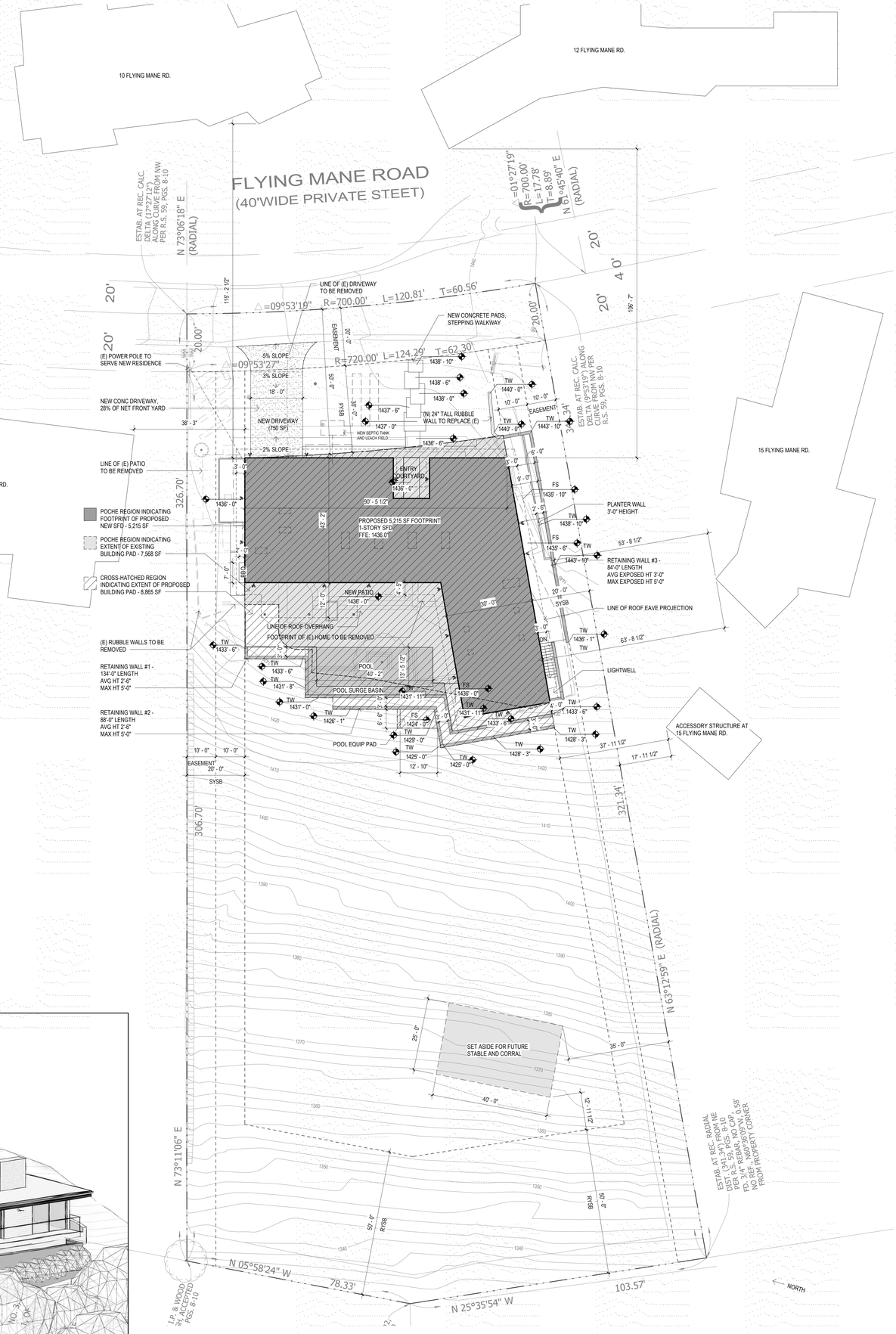
ABSENT: None

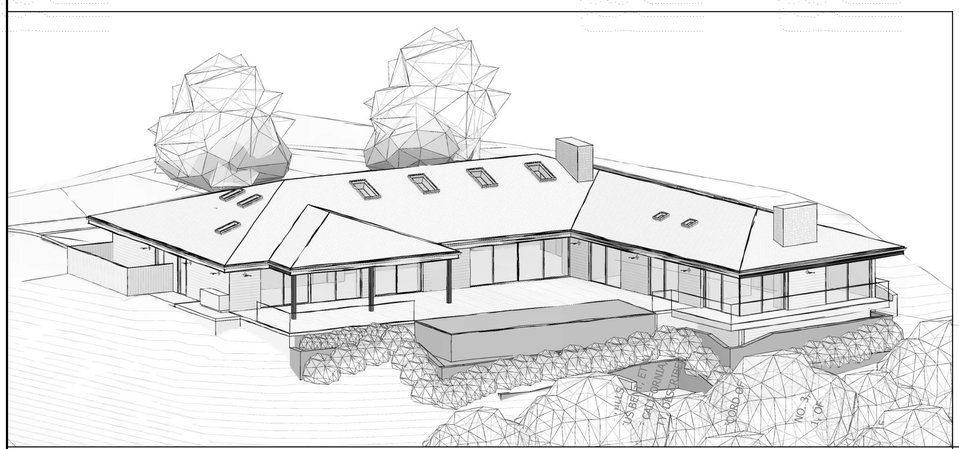
ABSTAIN: Kirkpatrick, Chair Chelf

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

Administrative Offices.

CHRISTIAN HORVATH, CITY CLERK





3D VIEW

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

1

PROJECT ADDRESS:
11 FLYING MANE RD
ROLLING HILLS, CA 90274

SCOPE OF WORK:
NEW ONE-STORY SINGLE FAMILY DWELLING WITH BASEMENT, SWIMMING POOL AND SPA, SITE RETAINING WALLS AND GRADING

LEGAL DESCRIPTION:	LOT H, RANCHO LOS PALOS VERDES
ASSESSOR'S PARCEL NUMBER:	7567 009 025
LOT SIZE:	1.17 AC / 50,956 SF
ZONE:	RAS-1
CONSTRUCTION TYPE:	V - B (SPRINKLERED PER NFPA 13-D)
YEAR BUILT:	1953
NUMBER OF STORIES:	SINGLE STORY WITH BASEMENT
(E) FLOOR AREA:	5,292 SF
PROPOSED FLOOR AREA:	5,215 SF
PROPOSED BASEMENT AREA:	1,428 SF

REQUIRED BUILDING SETBACKS:	
FRONT YARD	30'-0"
SIDE YARD	20'-0"
REAR YARD	50'-0"
MAXIMUM BUILDING HEIGHT ALLOWED:	ONE-STORY
(E) ROOF RIDGE HEIGHT:	17' - 8"
EXISTING BUILDING PAD AREA :	7,568 SF
PROPOSED BUILDING PAD AREA :	8,780 SF

GRADING QUANTITIES :	
TOTAL CUT	3,105 CY
TOTAL FILL	2,695 CY
EXPORT	410 CY
ALLOWABLE EXPORT (POOL AND BASEMENT)	410 CY

PROJECT DESCRIPTION

OWNER:
NEVENKA LLC.
11 FLYING MANE RD.
ROLLING HILLS, CA 90274

ARCHITECT/ APPLICANT:
JOHN RUZICKA, AIA, LEED AP
2422 GATEWOOD ST
LOS ANGELES, CA 90031
(310) 597-9668
john@ruz-arch.com

GENERAL CONTRACTOR:
John Mackenbach
Mackenback Construction
PO BOX 823
Palos Verdes Estates, CA 90274
(310) 971-6429
johnfmackenbach@gmail.com

SURVEYOR:
CHRIS NELSON & ASSOCIATES, INC.
31238 VIA COLINAS SUITE H
WESTLAKE VILLAGE, CA 91362
(818) 991-1040

GEOTECHNICAL ENGINEER:
COAST GEOTECHNICAL, INC.
1200 WEST COMMONWEALTH
FULLERTON, CA 92833
(714) 870-1211
coastgeotec@sbcglobal.net

CIVIL ENGINEER:
BOLTON ENGINEERING CORP.
25834 NARBONNE AVE. SUITE 210
LOMITA, CA 90717
(916) 790-8550
tales@boltonengineering.com

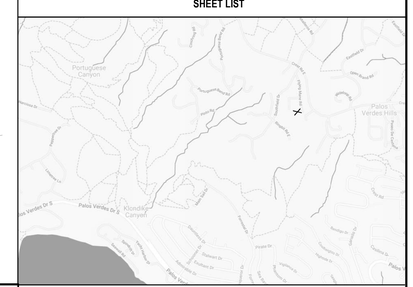
STRUCTURAL ENGINEER:
NAMVAR ASSOCIATES
231 VISTA DEL MAR, SUITE D
REDONDO BEACH, CA 90277
(310) 540-7788
namvarassociates@gmail.com

LANDSCAPE ARCHITECT:
NATURAL ART LANDSCAPE
2715 CASIANO RD
LOS ANGELES, CA 90077
tomas@naturalartlandscapes.com

PROJECT DIRECTORY

ARCHITECTURAL	
A 0.01	COVERSHEET
A 0.02	PROPERTY SURVEY
A 1.01	SITE LIGHTING DIAGRAM
A 2.01	BASEMENT PLAN
A 2.02	FIRST FLOOR PLAN
A 2.03	ROOF PLAN
A 2.04	FIRST FLOOR REFLECTED CEILING PLAN
A 3.01	EXTERIOR ELEVATIONS
A 3.02	EXTERIOR ELEVATIONS
A 4.01	BUILDING SECTIONS
A 4.02	BUILDING SECTIONS
A 7.02	PROPOSED EXTERIOR FINISHES
CIVIL ENGINEERING	
C0.0	COVERSHEET
C0.1	TOPOGRAPHIC SURVEY
C1.1	ENLARGED SITE PLAN : MAIN RESIDENCE
C1.2	ENLARGED SITE PLAN : FUTURE STABLE
C2.0	SITE SECTIONS
LANDSCAPE DESIGN	
1.0	CONCEPT PLANTING PLAN
1.1	CONCEPT WATER USAGE CALCULATIONS

SHEET LIST



VICINITY MAP

RUZ-ARCH
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E: john@ruz-arch.com

JOHN HODGSON RUZICKA
C-33391
REN 10/31/21
STATE OF CALIFORNIA
LICENSED ARCHITECT

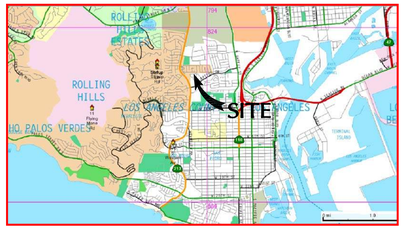
PRIVATE RESIDENCE
#11 FLYING MANE
ROLLING HILLS, CA 90274

COVERSHEET

JULY 25, 2022

1121

A 0.01
234



VICINITY MAP

NO SCALE

LEGAL DESCRIPTION:

Real property in the City of Rolling Hills, County of Los Angeles, State of California, described as follows:

THOSE PORTIONS OF LOT "H" OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF ROLLING HILLS, ALLOTTED TO JOTHAM BIXBY BY DECREE OF PARTITION IN THE ACTION "BIXBY, ET AL, VERSUS BENT, ET AL., CASE NO. 2373, IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF SAID STATE OF CALIFORNIA, AND ENTERED IN BOOK 4, PAGE 57 OF JUDGEMENTS, IN THE SUPERIOR COURT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1:
THAT CERTAIN PARCEL OF LAND DESIGNATED AS NO. 53, ON RECORD OF SURVEY MAP FILED IN RECORD OF SURVEYS BOOK 59, PAGES 8 TO 10, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:
EASEMENTS FOR ROAD PURPOSES OVER THOSE STRIPS OF LAND DESCRIBED IN PARCEL 2 AND PARCEL NO. 3, IN DEED TO ROBERT R. DOUGLAS AND WIFE, RECORDED NOVEMBER 26, 1945, IN BOOK 22419, PAGE 401, OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 3:
EASEMENTS FOR ROAD PURPOSES OVER THOSE STRIPS OF LAND SHOWN AS PRIVATE ROADS ON RECORD OF SURVEY MAP FILED IN RECORD OF SURVEY BOOK 59, PAGES 8 TO 10 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF LYING WITHIN THE LINES OF THE ABOVE DESCRIBED PARCEL NO. 1.

APN: 7567-009-025

BENCH MARK:

B.M. NO GY 8549 NAVD 1988 COUNTY OF LOS ANGELES DATUM

FOUND L&BR IN CENTER OF CB RETURN OF ISLAND AT CENTERLINE WHITLEY COLLINS DRIVE 15.2 M NORTHEYLY OF CENTERLINE CREST ROAD.

ELEVATION = 1182.53 FEET (ADJUSTMENT OF 2013)

BASIS OF BEARINGS:

BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF FLYING MANE ROAD AS SHOWN ON THE RECORD OF SURVEY, R.S. 59-8/10 AS N 28°14'20" E.

NOTE:

1. BOUNDARIES SHOWN HEREON ARE RECORD INFORMATION PER RECORD OF SURVEY, R.S. 59-08/10.
2. LANDSCAPING AND LANDSCAPE IRRIGATION DEVICES EXIST WITHIN THE PROPERTY AND ARE NOT SHOWN.
3. TREELINE CANOPIES ARE PICTORIAL, AND MAY NOT REFLECT TRUE DRIPLINES.
4. IF RETAINING WALLS OR SIMILAR STRUCTURES ARE TO BE DESIGNED FROM TOPOGRAPGHY SHOWN HEREON, THE ELEVATIONS OF CRITICAL POINTS CONTROLLING THE DESIGN MUST BE VERIFIED PRIOR TO ADOPTION OF FINAL DESIGN.
5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE TITLE REPORT NO. TOR-6415286, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED SEPTEMBER 30, 2020.

PROFESSIONAL LAND SURVEYOR
CHRIS D. NELSON
NO. 6385
STATE OF CALIFORNIA

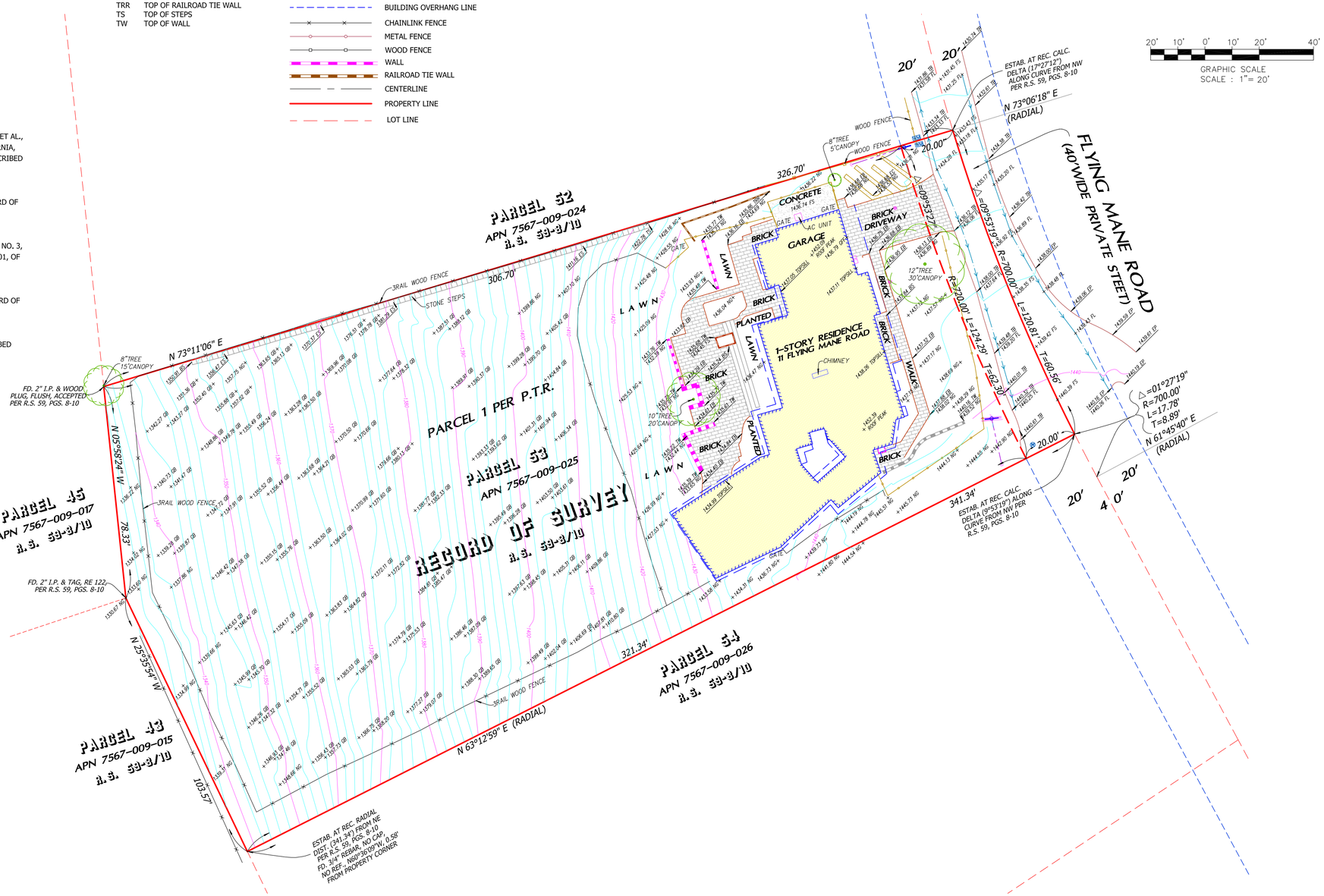
DATED: NOVEMBER 09, 2020

ABBREVIATIONS:

BLDG	BUILDING
BS	BOTTOM OF STEPS
CL	CENTER LINE
CONC	CONCRETE
EB	EDGE OF BRICK
EC	EDGE OF CONCRETE
EP	EDGE OF PAVEMENT
ES	EDGE OF STEPS
FF	FINISH FLOOR
FL	FLOW LINE
FS	FINISH SURFACE
GB	GRADE BREAK
GFF	GARAGE FINISH FLOOR
NG	NATURAL GROUND
TRR	TOP OF RAILROAD TIE WALL
TS	TOP OF STEPS
TW	TOP OF WALL

LEGEND:

GUY ANCHOR
CLEAN OUT
GAS METER
ELECTRICAL PULL BOX
POWER POLE
WATER METER
WATER VALVE
BUILDING LINE
BUILDING OVERHANG LINE
CHAINLINK FENCE
METAL FENCE
WOOD FENCE
WALL
RAILROAD TIE WALL
CENTERLINE
PROPERTY LINE
LOT LINE



ATTENTION:

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REVISION NOTES

DATE	DESCRIPTION	BY

ChrisNelson & ASSOCIATES, INC.
SURVEYORS AND ENGINEERS
31238 Via Colinas Suite H, Westlake Village, CA. 91362
P: 818.991.1040 F: 818.991.0614
www.chrisnelsonassociates.com

PREPARED FOR:
LOLA FANTAPPIE
11 FLYING MANE ROAD
LOS ANGELES, CA. 91367

TOPOGRAPHIC SURVEY
PARCEL 53, RECORD OF SURVEY, R.S. 59-8/10
11 FLYING MANE ROAD,
CITY OF ROLLING HILLS, COUNTY OF LOS ANGELES

JOB NO. 20-5535

SCALE: 1" = 20'

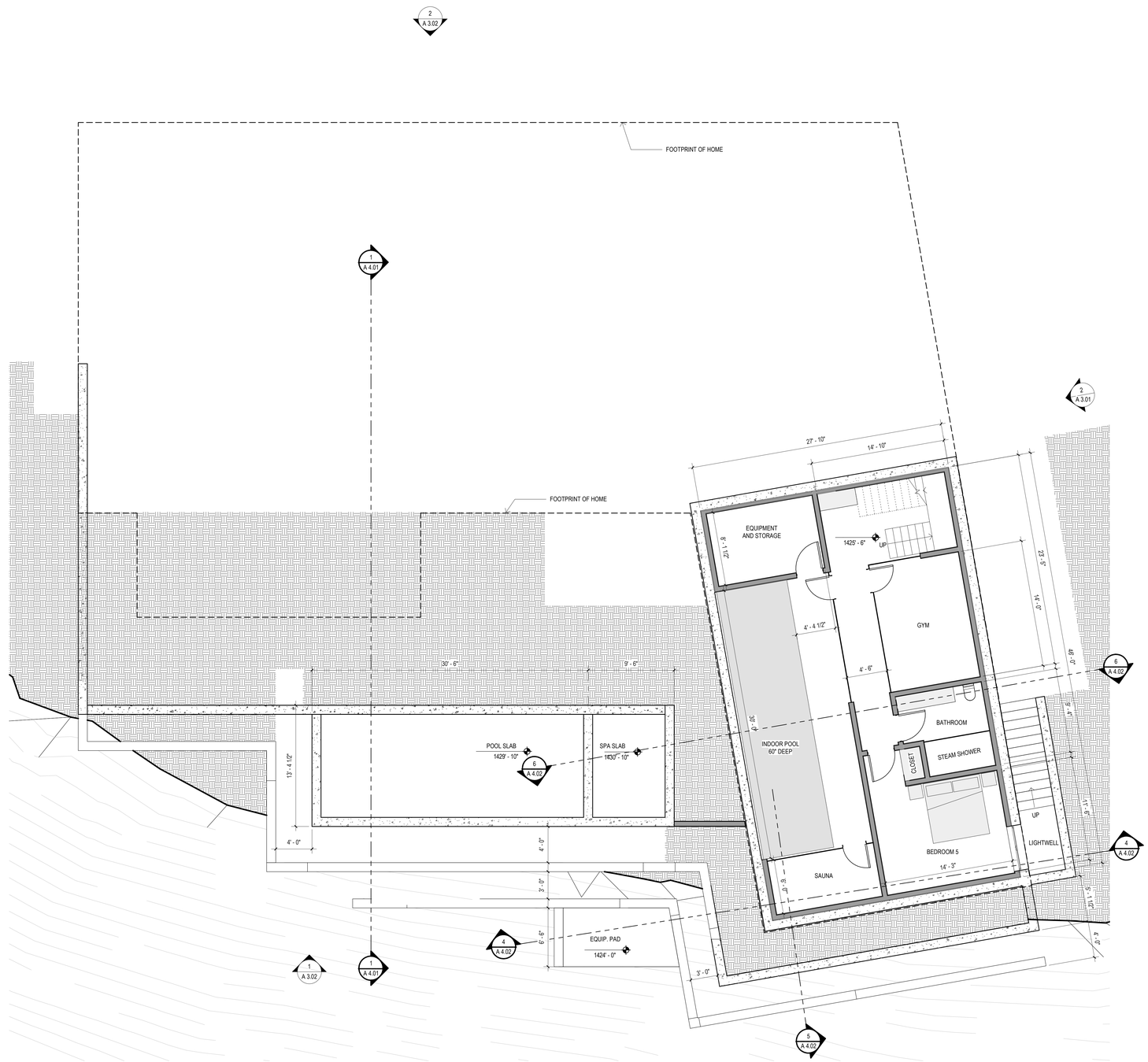
DATE: OCT. 28, 2020

DRAFTED: SDN

SHEET NO.

A 0.02

OF 1 SHEET



PROPOSED BASEMENT
3/16" = 1'-0"

1

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STATE OF CALIFORNIA
LICENSED ARCHITECT
JOHN HODGSON RUZICKA
C-30395
REN 10/31/21

PRIVATE RESIDENCE

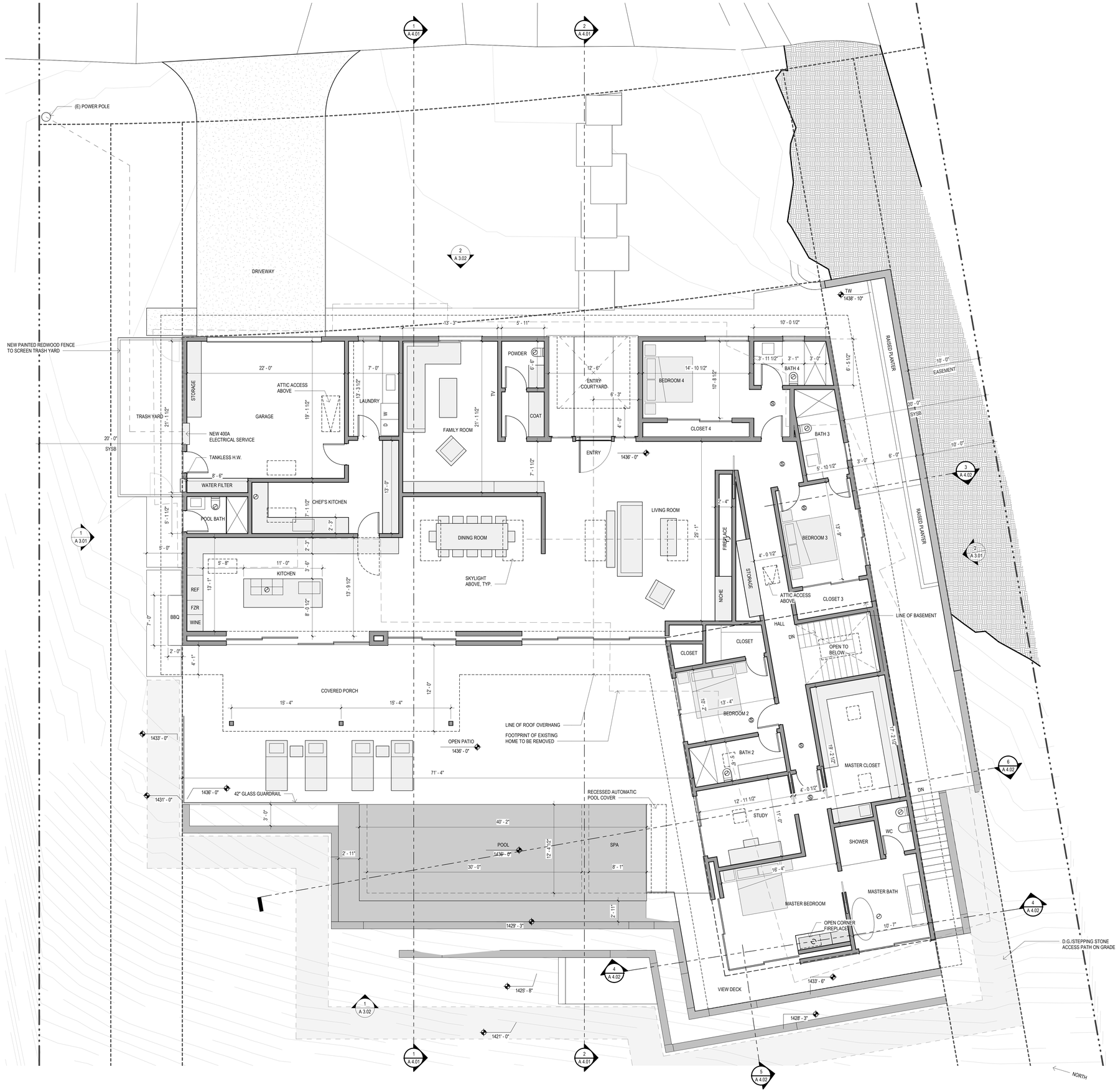
#11 FLYING MANE
ROLLING HILLS, CA 90274

BASEMENT PLAN

JULY 25, 2022

1121

A 2.01



SYMBOLS LEGEND	
⊘	MECHANICAL VENTILATION CAPABLE OF 50 CFM EXHAUSTED TO EXTERIOR (R303.3)
Ⓢ	COMBINATION SMOKE AND CARBON MONOXIDE DETECTOR, HARD-WIRED (R314 & 315)

PROPOSED FIRST FLOOR
3/16" = 1'-0"

1

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#11 FLYING MANE
ROLLING HILLS, CA 90274

FIRST FLOOR PLAN

JULY 25, 2022

1121

A 2.02
237

PLATE HEIGHT NOTES

374.0 LF OF ROOF PERIMETER	100.0%
54.0 LF WITH 8'-0" PLATE HEIGHT (PORCH)	14.5%
283.75 LF WITH 9'-3" PLATE HEIGHT	75.9%
36.25 LF WITH 9'-9" PLATE HEIGHT	9.6%
EAVE HEIGHT AT 8'-0" A.F.F.	100.0%

NOTE: EAVE ELEVATION IS UNIFORM AT 8'-6" ABOVE FINISH FLOOR AROUND PERIMETER OF HOME

LINE OF WALL BELOW, TYP.

9'-3" PLATE HEIGHT

9'-9" PLATE HEIGHT

8'-0" PLATE HEIGHT

4.0:12

1436' - 0"

1430' - 10"

1451' - 3"

1445' - 4"

STONE-CLAD MASONRY CHIMNEY

POOL BELOW

NORTH

SIMPLE. *elegant.* SOLUTIONS. from a company you can trust

EAGLE ROOFING PRODUCTS

Eagle Tile Product Sample

www.eagleroofing.com



4595 Dark Charcoal

PROPOSED ROOF MATERIAL SPECIFICATION

PROPOSED ROOF
1/4" = 1'-0"

1

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PRIVATE RESIDENCE

#11 FLYING MANE
ROLLING HILLS, CA 90274

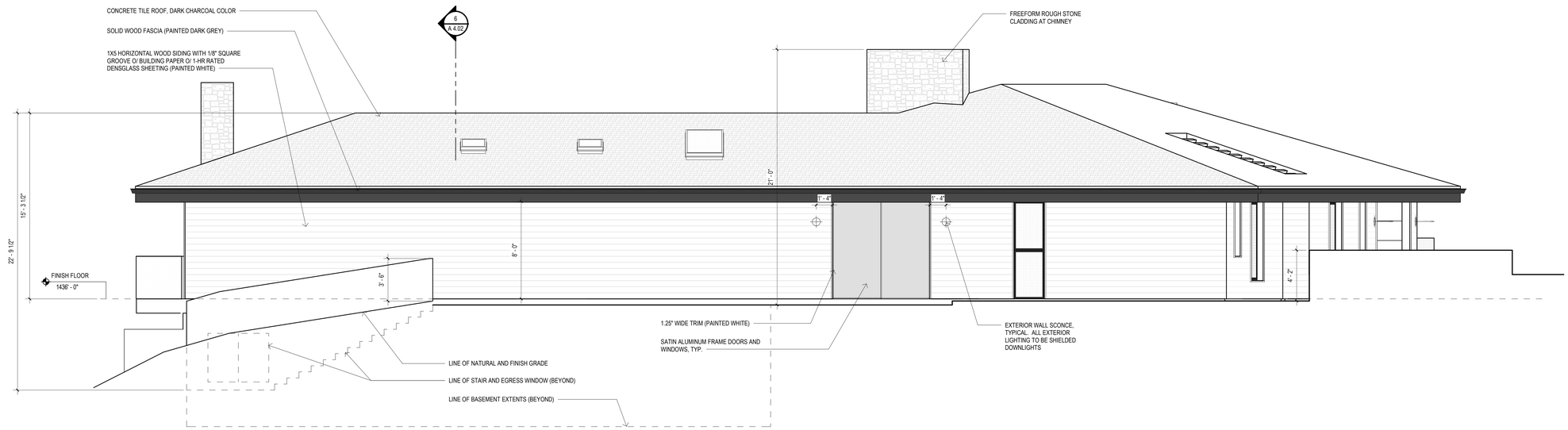
ROOF PLAN

JULY 25, 2022

1121

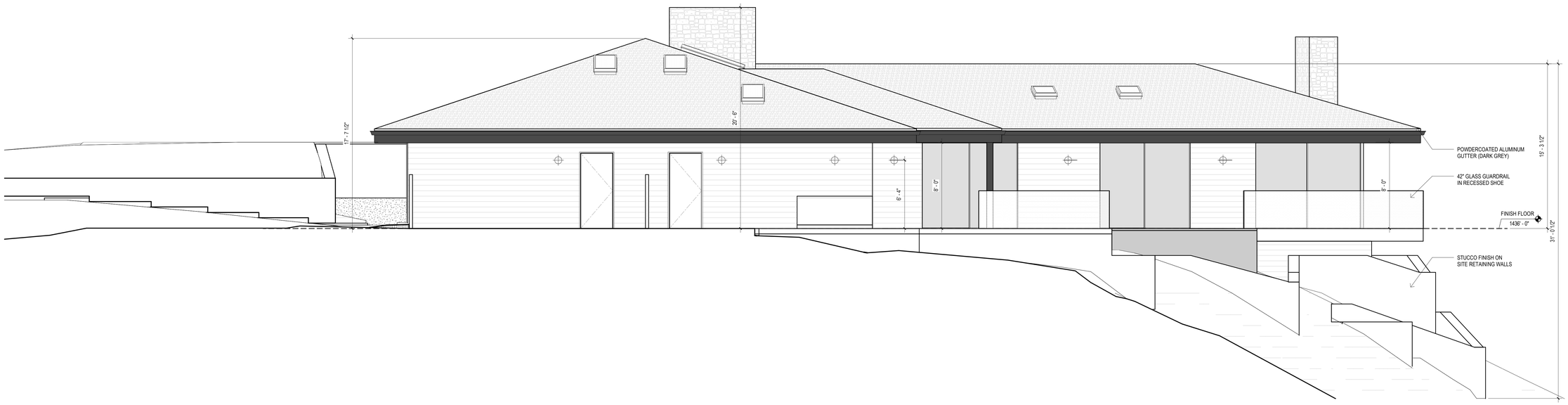
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238



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

2



EAST ELEVATION
1/4" = 1'-0"

1

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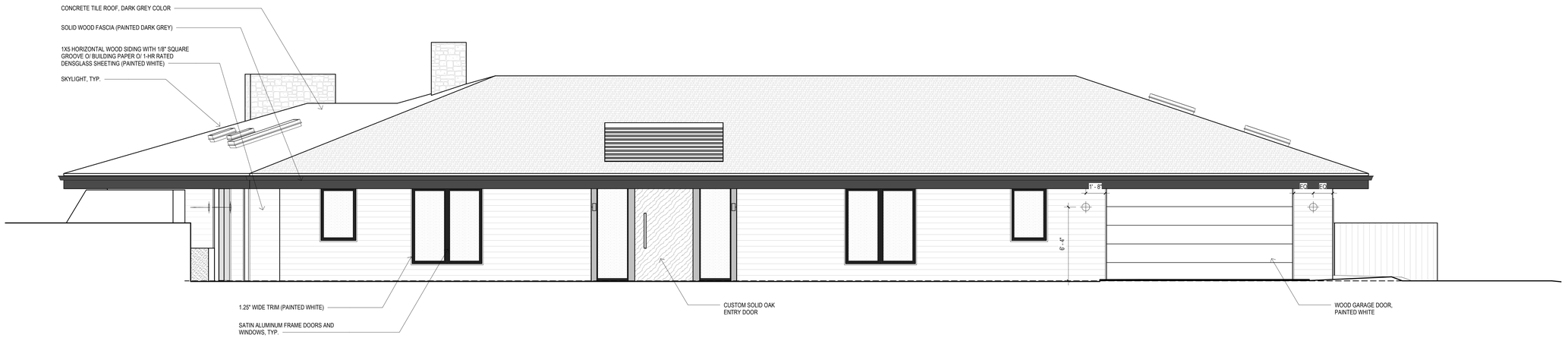
PRIVATE RESIDENCE
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ROLLING HILLS, CA 90274

EXTERIOR ELEVATIONS

JULY 25, 2022

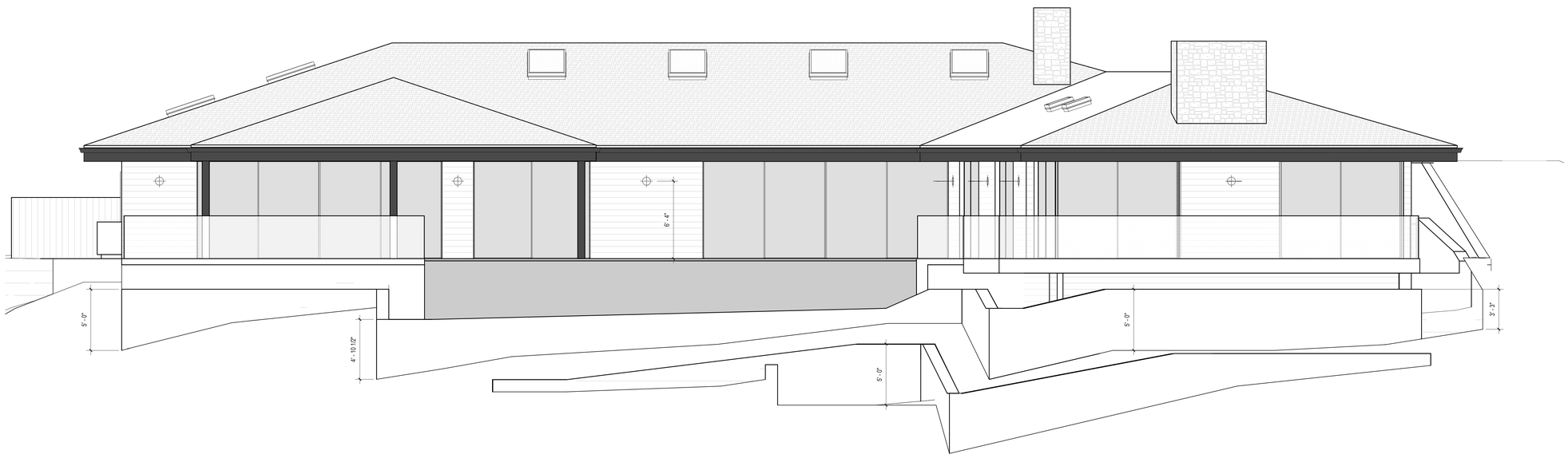
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A 3.01



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

2



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

1

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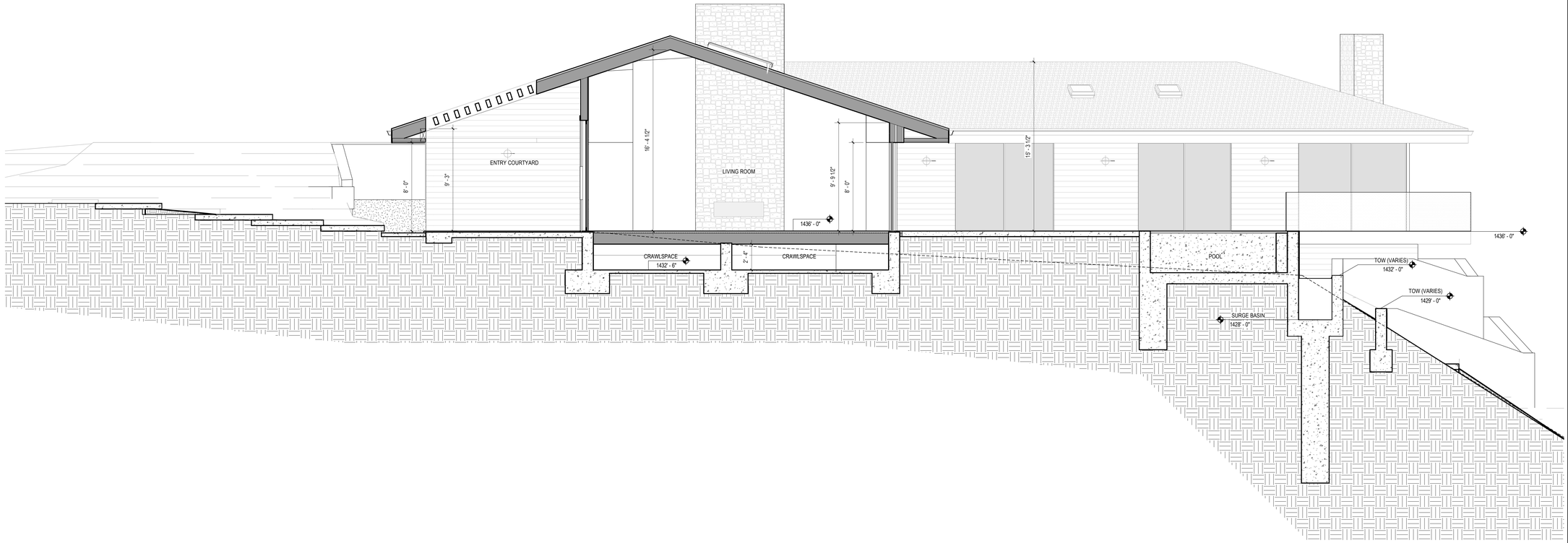
PRIVATE RESIDENCE
#11 FLYING MANE
ROLLING HILLS, CA 90274

EXTERIOR ELEVATIONS

JULY 25, 2022

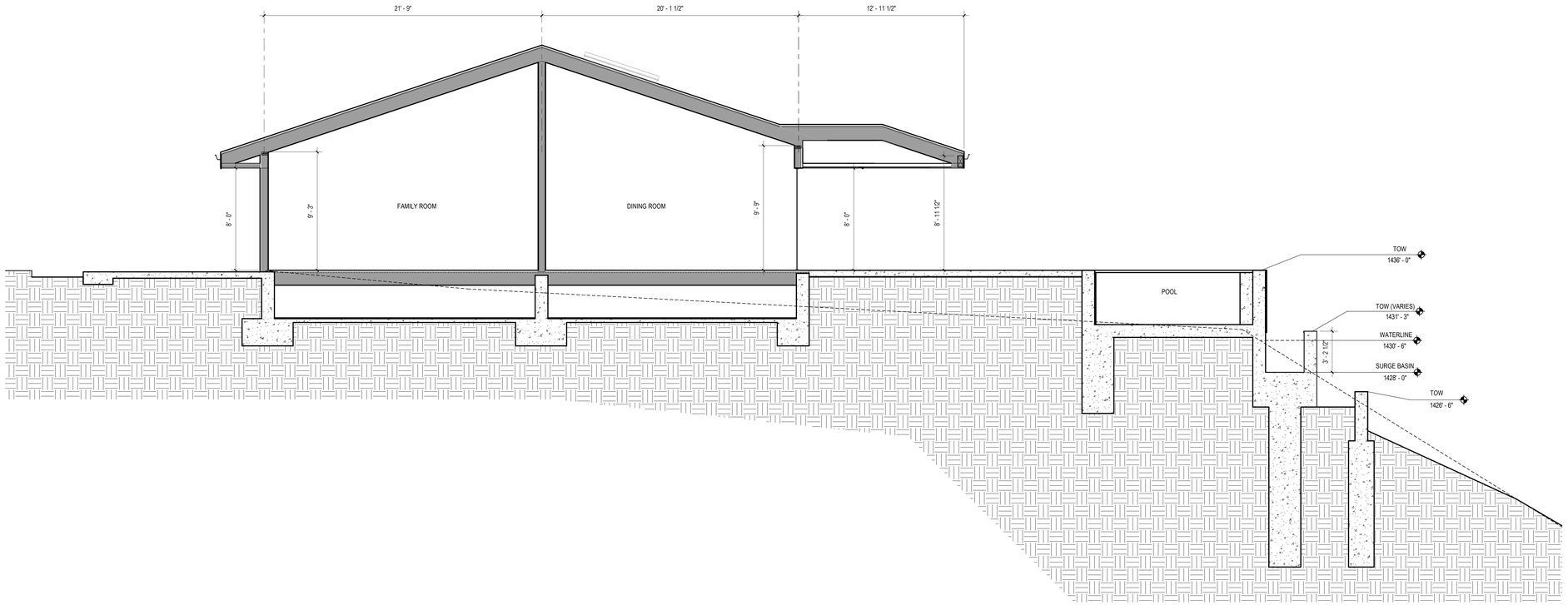
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A 3.02
240



SECTION 2
1/4" = 1'-0"

2



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

1

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LICENSED ARCHITECT

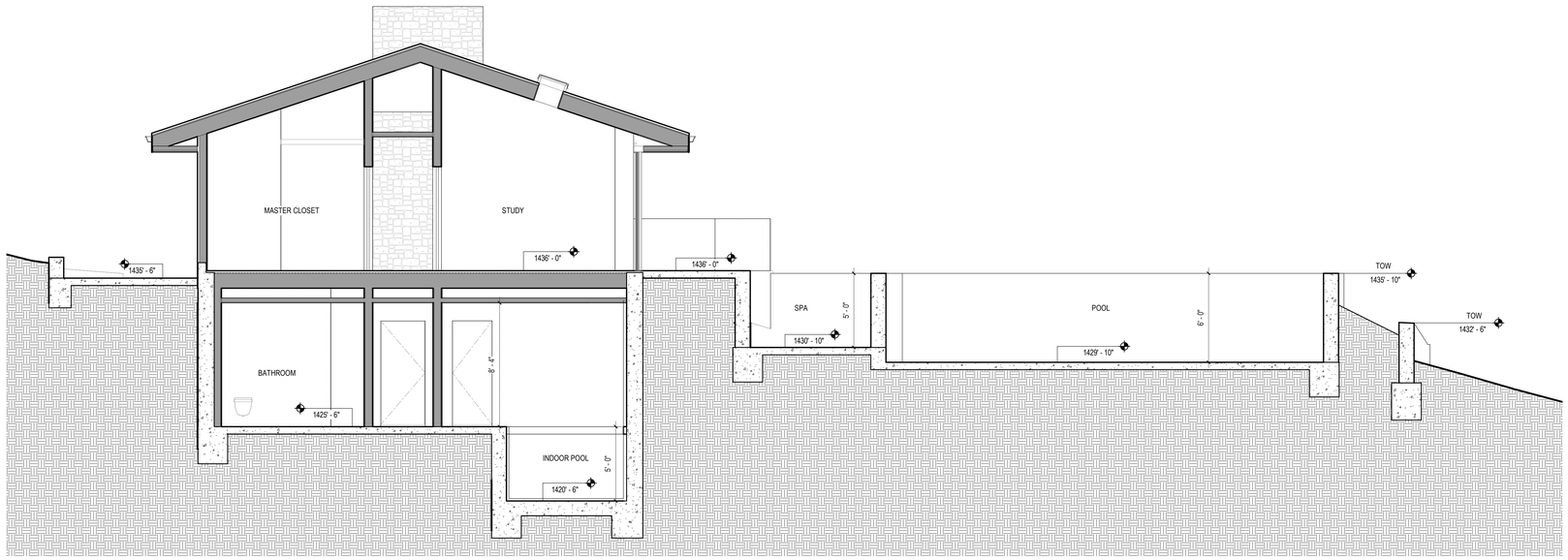
PRIVATE RESIDENCE
#11 FLYING MANE
ROLLING HILLS, CA 90274

BUILDING SECTIONS

JULY 25, 2022

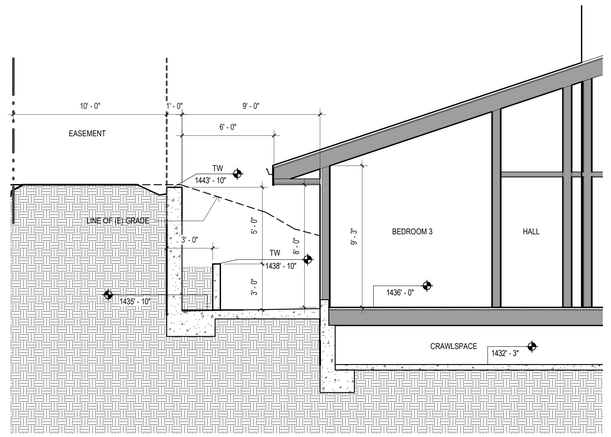
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A 4.01



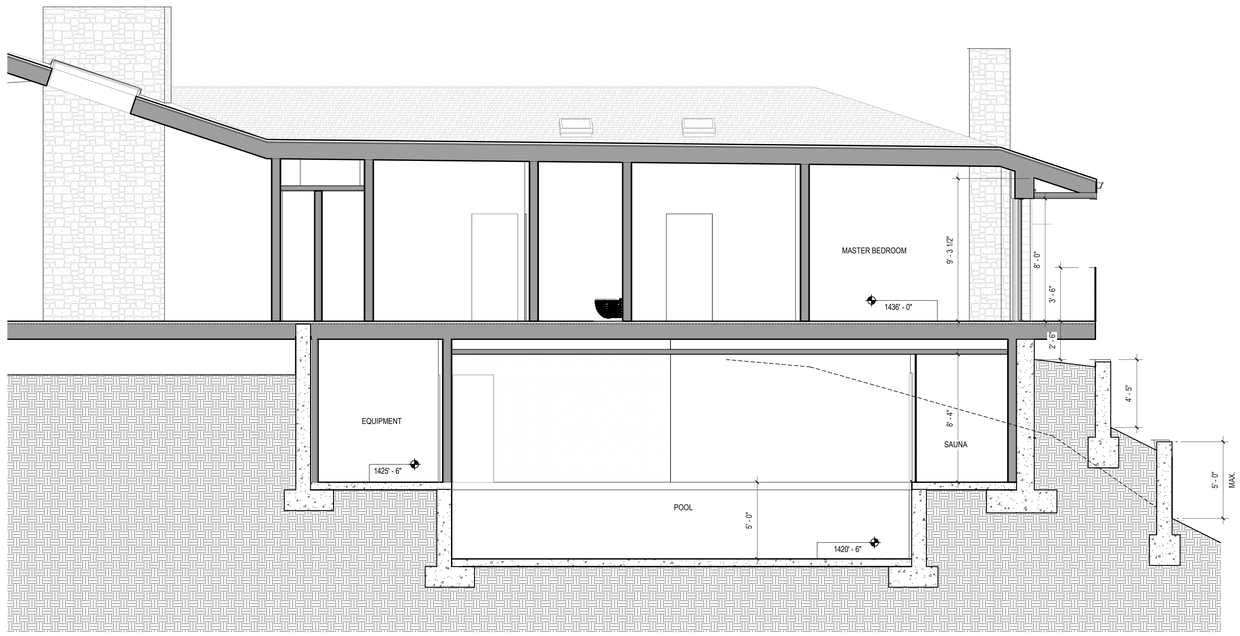
SECTION 6
1/4" = 1'-0"

6



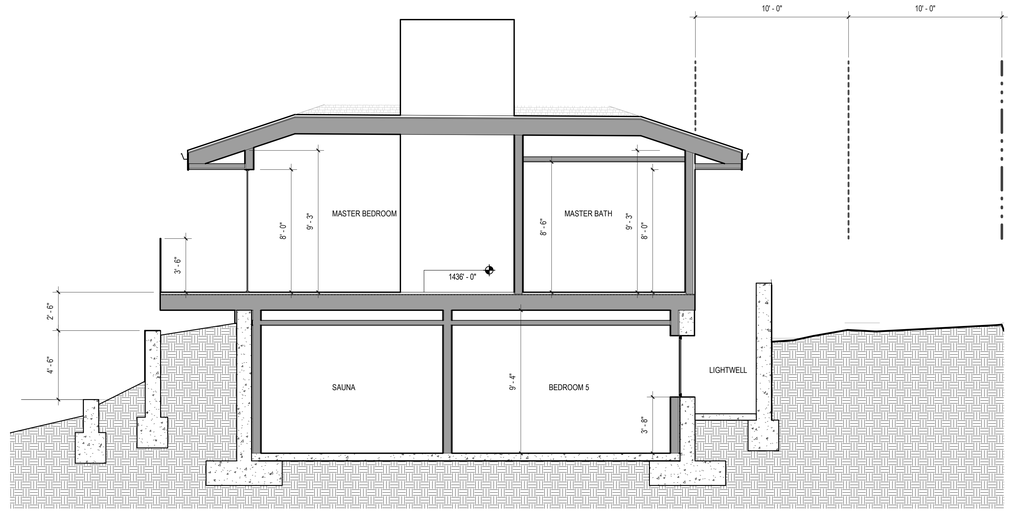
SECTION 3
1/4" = 1'-0"

3



SECTION 5
1/4" = 1'-0"

5



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

4

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REN 10/31/21
LICENSED ARCHITECT

PRIVATE RESIDENCE
#11 FLYING MANE
ROLLING HILLS, CA 90274

BUILDING SECTIONS

JULY 25, 2022

1121

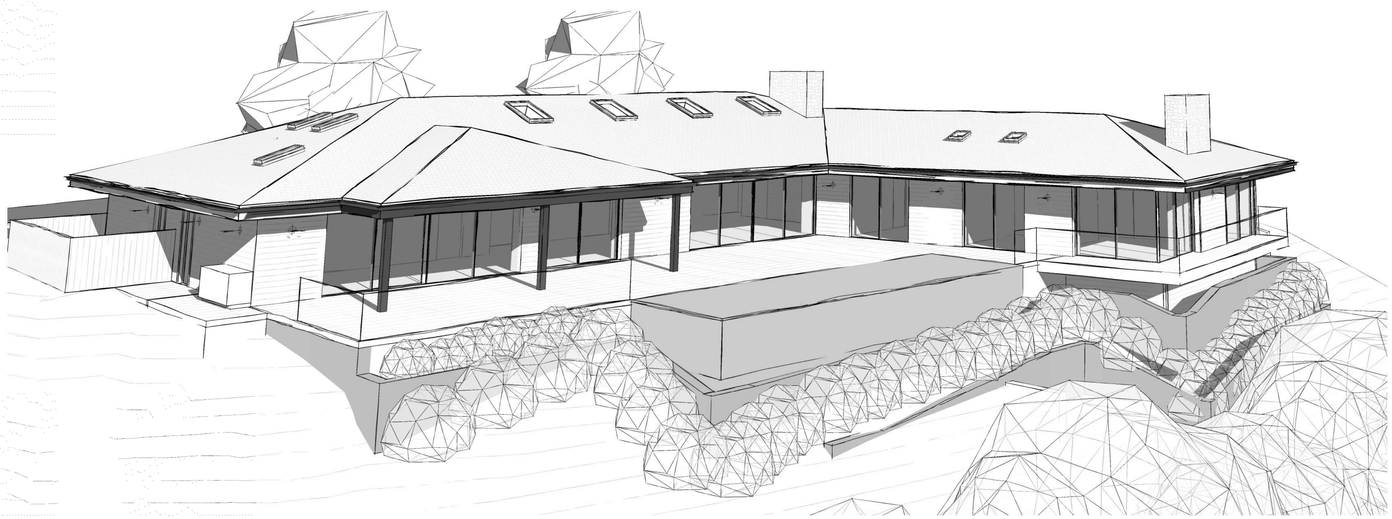
A 4.02
242



STREET FACADE 1



HILLSIDE PERSPECTIVE 2



HILLSIDE PERSPECTIVE 2 3

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LICENSED ARCHITECT

PRIVATE RESIDENCE
#11 FLYING MANE
ROLLING HILLS, CA 90274

3D VIEWS

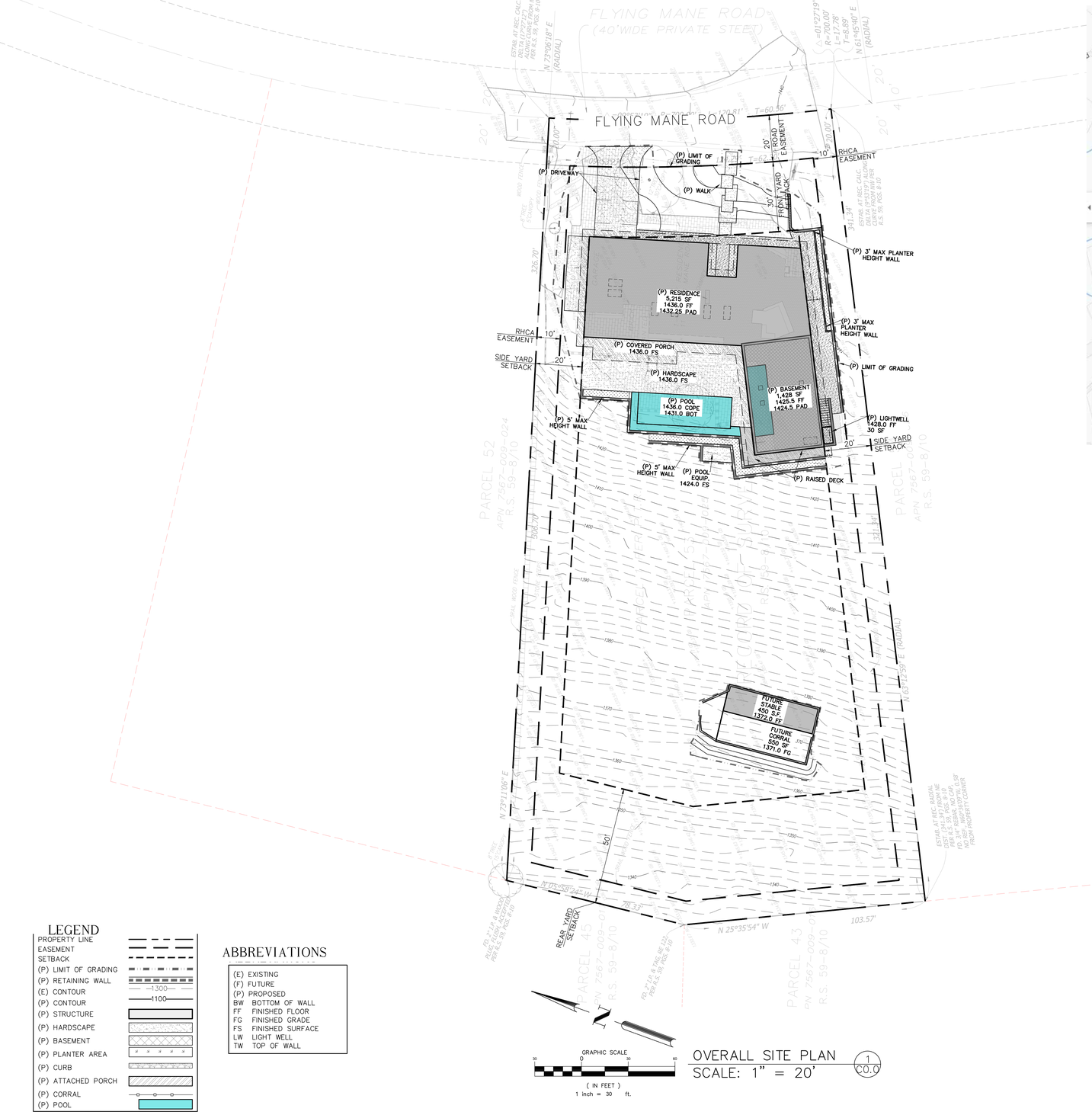
JULY 25, 2022

1121

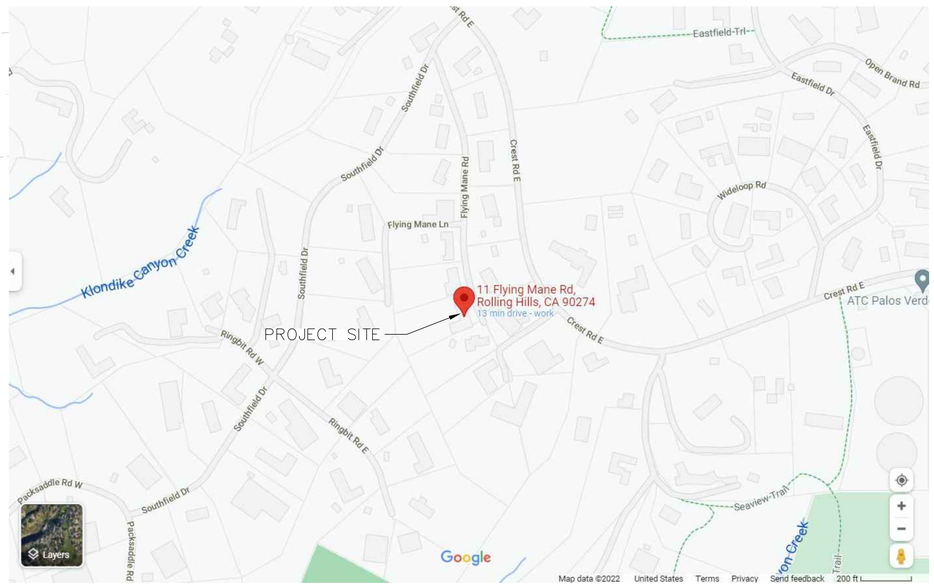
A 7.01

NEVENKA LLC
GRADING PLAN
NEW RESIDENTIAL ESTATE

11 FLYING MANE ROAD
ROLLING HILLS, CA 90274



OVERALL SITE PLAN
SCALE: 1" = 20'
1 C0.0



CONCEPT GRADING PLAN

11 FLYING MANE
Rolling Hills, CA 90275

OWNER / CLIENT:

NEVENKA, LLC
c/o JOHN RUZICKA, AIA
#11 FLYING MANE
ROLLING HILLS, CA 90274

CIVIL ENGINEER / PREPARED BY:

BOLTON ENGINEERING CORP.
25834 NARBONNE AVENUE, SUITE 210
LOMITA, CA 90717
PHONE: (310) 325-5580
R.C.E.: TAVISHA ALES, P.E. No.83446
JOB I.D.: 21340

STAMPED FOR PRELIMINARY PLANNING PURPOSES ONLY AND PURSUANT TO CITY OF ROLLING HILLS REQUIREMENT THAT EARTHWORK QUANTITIES USED TO EVALUATE PLANNING APPLICATIONS BE STAMPED BY A REGISTERED CIVIL ENGINEER. EARTHWORK QUANTITIES WERE PREPARED FROM ARCHITECTURAL PLANS PROVIDED AND ARE BASED ON OUR UNDERSTANDING OF CITY OF ROLLING HILLS PLANNING REQUIREMENTS. SIMPLE EXCAVATION REQUIRED TO OBTAIN PAD GRADES IS CONSIDERED; NO SOILS REPORT HAS BEEN REVIEWED AND NO TEMPORARY SLOPES OR OTHER REMEDIAL REQUIREMENTS HAVE BEEN CONSIDERED. AS A RESULT, FINAL EARTHWORK REQUIRED MAY VARY FROM THE QUANTITIES SHOWN. THIS PLAN IS FOR PLANNING ONLY AND NOT FOR CONSTRUCTION PURPOSES.

Grading Quantities	
Pad 1: Main Residence	
Cut (C.Y)	1,105
Fill (C.Y)	195
Over-Ex (C.Y)	2,000
Re-Compaction (C.Y)	2,500
Total Grading (C.Y)	**5,800**
Pad 2: Stable	
Cut (C.Y)	85
Fill (C.Y)	85
Over-Ex (C.Y)	475
Re-Compaction (C.Y)	475
Total Grading (C.Y)	**1,120**

OVERALL SITE GRADING	
Cut (C.Y)	1,190
Fill (C.Y)	280
Over-Ex (C.Y)	2,475
Re-Compaction (C.Y)	2,975
Total Grading (C.Y)	**6,920**
Total EXPORT (C.Y)	**410**
Total Allowable EXPORT (C.Y)	**410**

LEGEND

- PROPERTY LINE
- EASEMENT
- SETBACK
- (P) LIMIT OF GRADING
- (P) RETAINING WALL
- (E) CONTOUR 1300
- (P) CONTOUR 1100
- (P) STRUCTURE
- (P) HARDSCAPE
- (P) BASEMENT
- (P) PLANTER AREA
- (P) CURB
- (P) ATTACHED PORCH
- (P) CORRAL
- (P) POOL

ABBREVIATIONS

(E)	EXISTING
(F)	FUTURE
(P)	PROPOSED
BW	BOTTOM OF WALL
FF	FINISHED FLOOR
FG	FINISHED GRADE
FS	FINISHED SURFACE
LW	LIGHT WELL
TW	TOP OF WALL

SHEET INDEX

COVER SHEET.....C0.0
TOPOGRAPHIC SURVEY.....C0.1
ENLARGED SITE PLAN: MAIN RESIDENCE.....C1.1
ENLARGED SITE PLAN: STABLE.....C1.2
SITE SECTIONS.....C2.0

Revisions	By

Bolton Engineering Corp.
Civil Engineering and Surveying
25834 Narbonne Avenue Suite 210
Lomita, Ca. 90717
Ph: 310-325-5580 Fax: 310-325-5581

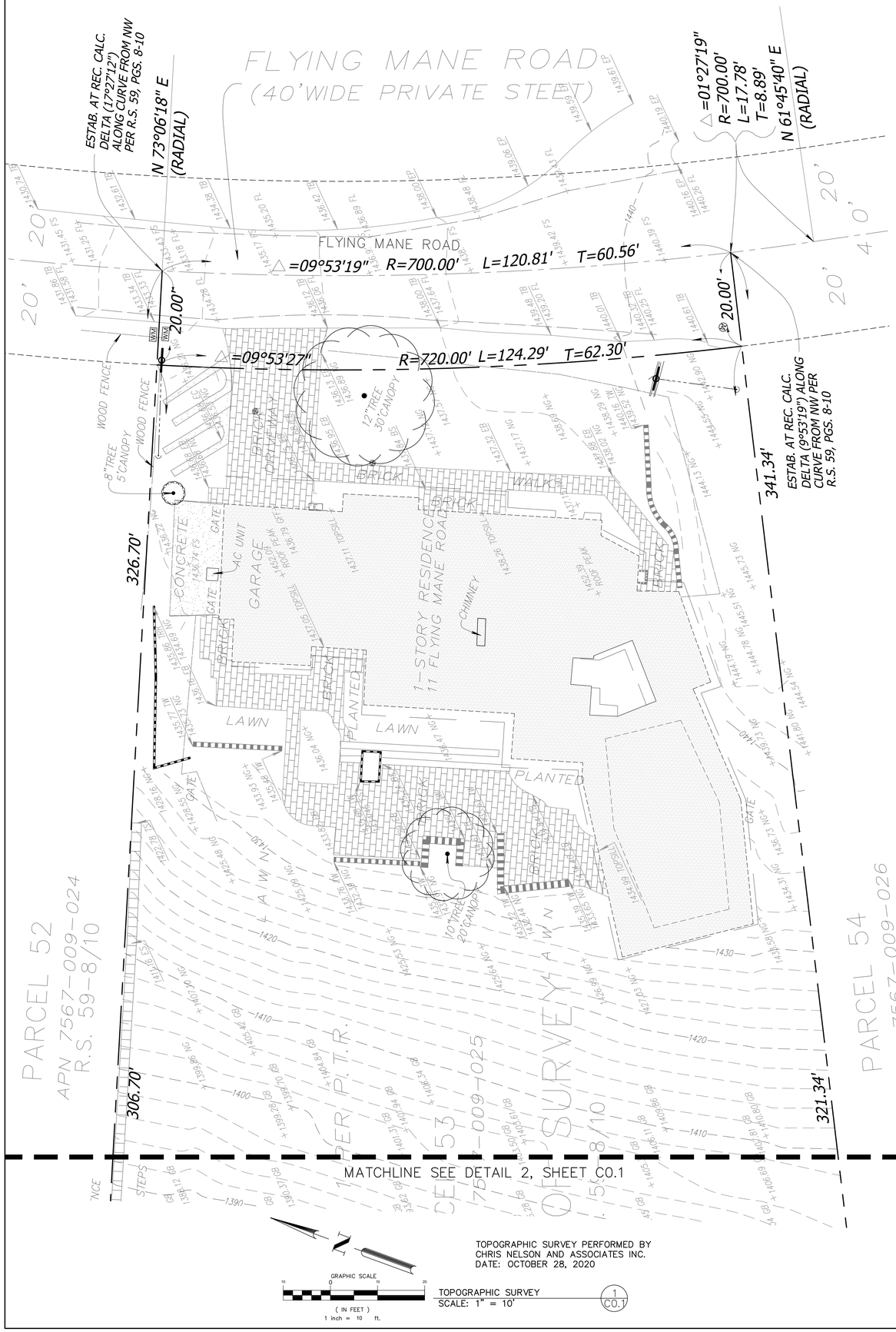
CLIENT: NEVENKA, LLC
11 FLYING MANE ROAD
ROLLING HILLS, CA 90274

PRELIMINARY; FOR PLANNING PURPOSES

TITLE: COVER SHEET
NEW RESIDENCE, GUEST HOUSE, STABLE, GARDEN & POOL
11 FLYING MANE ROAD
ROLLING HILLS, CA 90274

Date: July 20, 2022
Scale: AS SHOWN
Drawn: TMA
Checked: TMA
Job No. 21340
Sheet C0.0
Of 5 Sheets

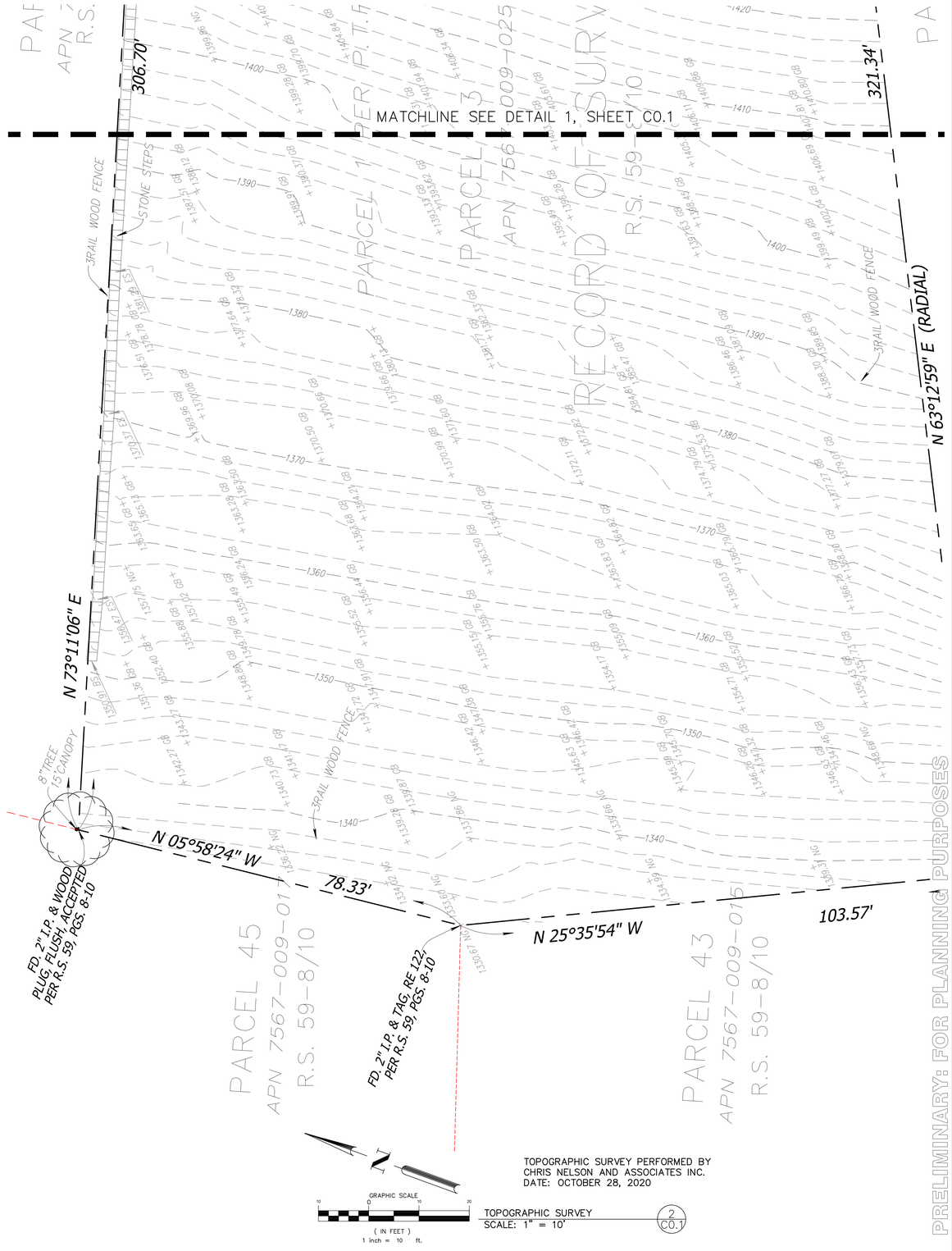
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TOPOGRAPHIC SURVEY PERFORMED BY
CHRIS NELSON AND ASSOCIATES INC.
DATE: OCTOBER 28, 2020

GRAPHIC SCALE
10 0 10 20
(IN FEET)
1 inch = 10 ft.

TOPOGRAPHIC SURVEY
SCALE: 1" = 10'
1 / C0.1



TOPOGRAPHIC SURVEY PERFORMED BY
CHRIS NELSON AND ASSOCIATES INC.
DATE: OCTOBER 28, 2020

GRAPHIC SCALE
10 0 10 20
(IN FEET)
1 inch = 10 ft.

TOPOGRAPHIC SURVEY
SCALE: 1" = 10'
2 / C0.1

Revisions	By

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Civil Engineering and Surveying
25834 Narbonne Avenue Suite 210
Lomita, Ca. 90717
Ph: 310-325-5580 Fax: 310-325-5581

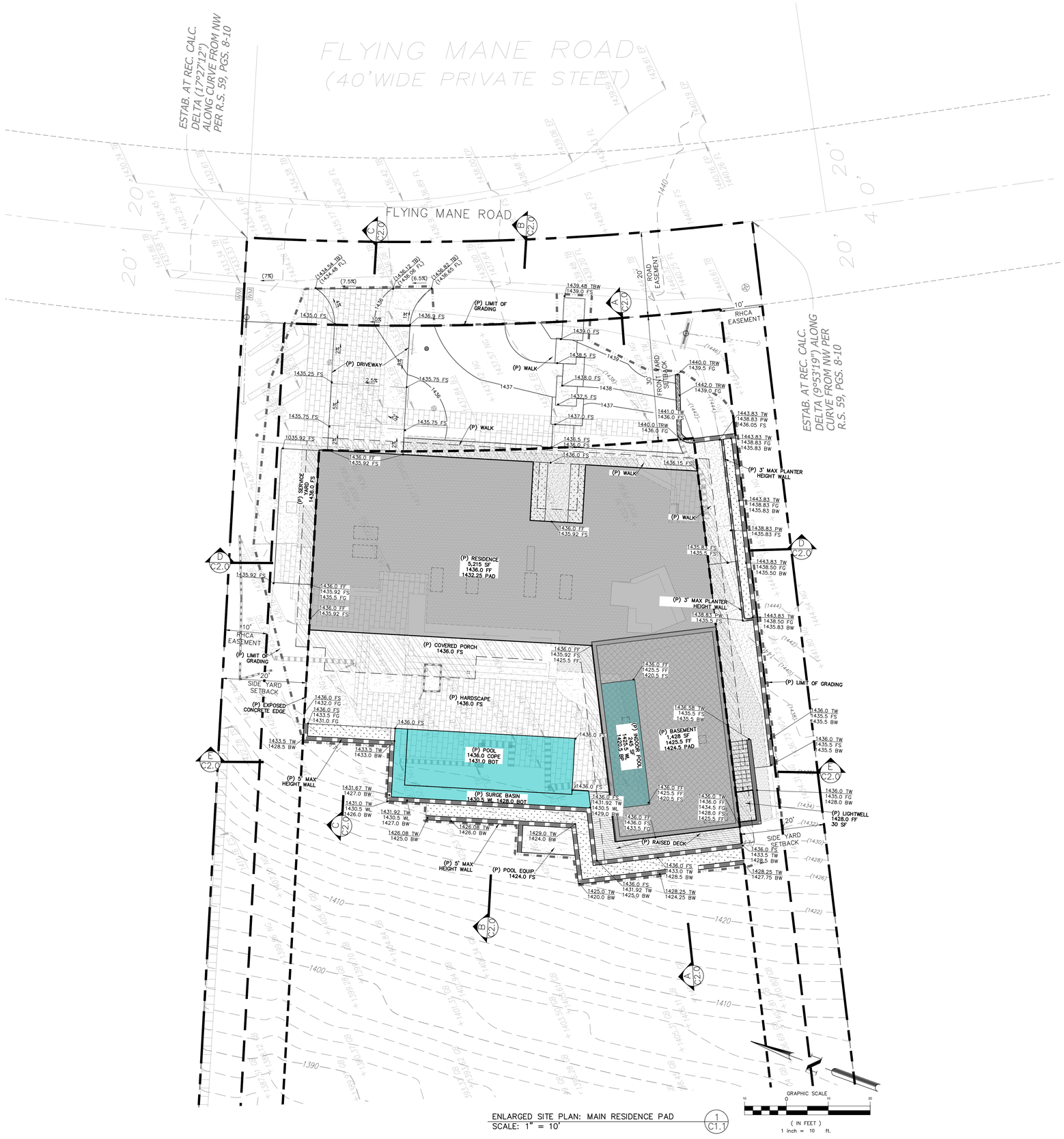
CLIENT: NEVENKA, LLC
11 FLYING MANE ROAD
ROLLING HILLS, CA 90274

PRELIMINARY; FOR PLANNING PURPOSES

TITLE: TOPOGRAPHIC SURVEY
EXISTING SITE CONDITIONS
11 FLYING MANE ROAD
ROLLING HILLS, CA 90274

Date: July 20, 2022
Scale: AS SHOWN
Drawn: TMA
Checked: TMA
Job No. 21340
Sheet
C0.1
Of 5 Sheets

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ENLARGED SITE PLAN: MAIN RESIDENCE PAD
SCALE: 1" = 10'

1 C1.1

GRAPHIC SCALE
10 0 10 20
(IN FEET)
1 inch = 10 ft.

Grading Quantities	
Pad 1: Main Residence	
Cut (C.Y)	1,105
Fill (C.Y)	195
Over-Ex (C.Y)	2,000
Re-Compaction (C.Y)	2,500
Total Grading (C.Y)	**5,800**

ABBREVIATIONS

(E)	EXISTING
(F)	FUTURE
(P)	PROPOSED
BW	BOTTOM OF WALL
FF	FINISHED FLOOR
FG	FINISHED GRADE
FS	FINISHED SURFACE
LW	LIGHT WELL
TW	TOP OF WALL

LEGEND

PROPERTY LINE
EASEMENT
SETBACK
(P) LIMIT OF GRADING
(P) RETAINING WALL
(E) CONTOUR 1300
(P) CONTOUR 1100
(P) STRUCTURE
(P) HARDSCAPE
(P) BASEMENT
(P) PLANTER AREA
(P) CURB
(P) ATTACHED PORCH
(P) CORRAL
(P) POOL

PRELIMINARY: FOR PLANNING PURPOSES

Revisions	By

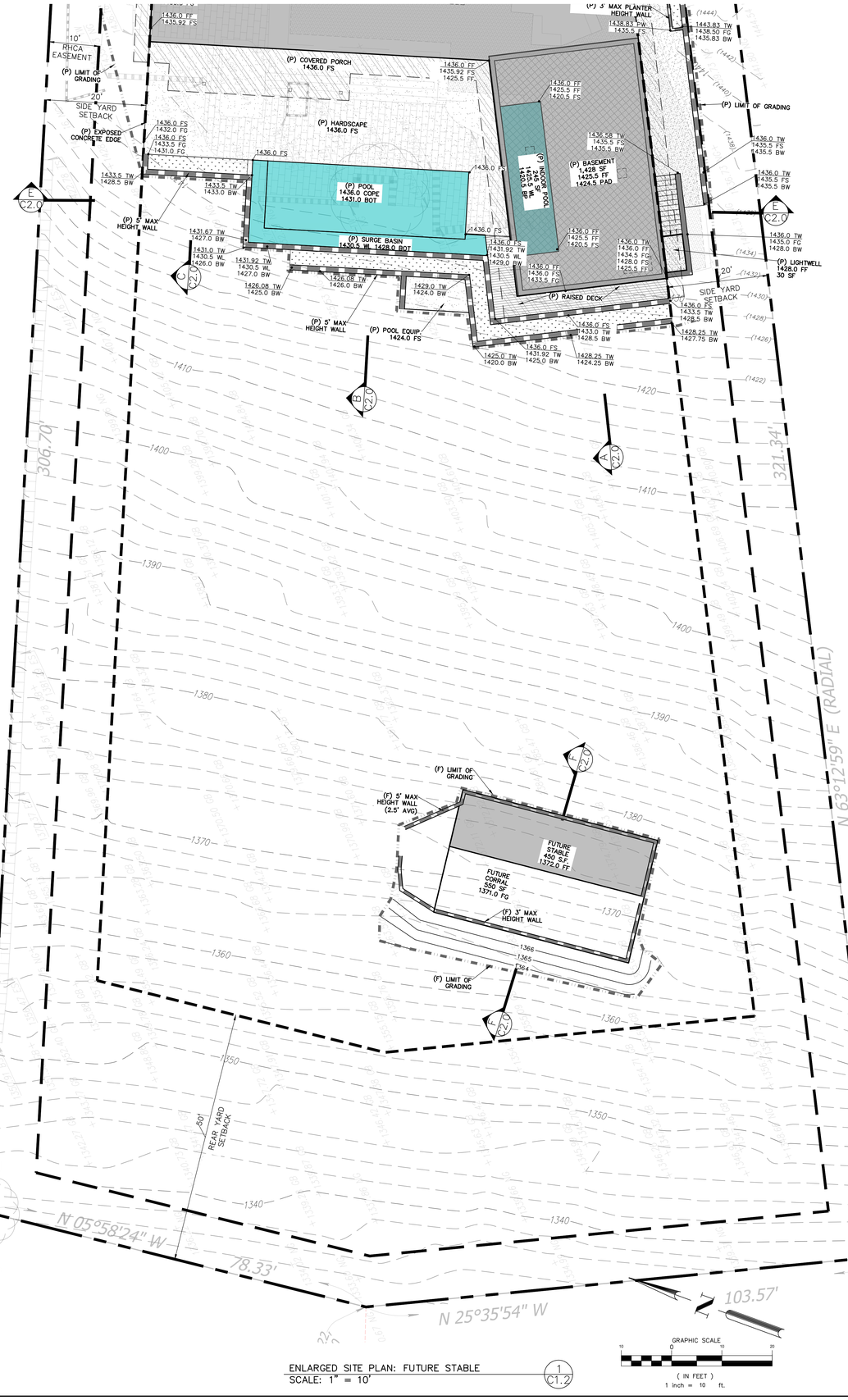
Bolton Engineering Corp.
Civil Engineering and Surveying
25834 Narbonne Avenue Suite 210
Lomita, Ca. 90717
Ph: 310-325-5580 Fax: 310-325-5581

CLIENT: NEVENKA, LLC
11 FLYING MANE ROAD
ROLLING HILLS, CA 90274

TITLE: ENLARGED SITE PLAN: MAIN RESIDENCE
NEW RESIDENTIAL ESTATE
11 FLYING MANE ROAD
ROLLING HILLS, CA 90274

Date: July 20, 2022
Scale: AS SHOWN
Drawn: TMA
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Job No. 21340
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Of 5 Sheets

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ENLARGED SITE PLAN: FUTURE STABLE
SCALE: 1" = 10'

GRAPHIC SCALE
10 0 10 20
(IN FEET)
1 inch = 10 ft.

GRADING QUANTTIES

Pad 2: Stable	
Cut (C.Y)	85
Fill (C.Y)	85
Over-Ex (C.Y)	475
Re-Compaction (C.Y)	475
Total Grading (C.Y)	**1,120**

ABBREVIATIONS

(E)	EXISTING
(F)	FUTURE
(P)	PROPOSED
BW	BOTTOM OF WALL
FF	FINISHED FLOOR
FG	FINISHED GRADE
FS	FINISHED SURFACE
LW	LIGHT WELL
TW	TOP OF WALL

LEGEND

PROPERTY LINE
EASEMENT
SETBACK
(P) LIMIT OF GRADING
(P) RETAINING WALL
(E) CONTOUR 1300
(P) CONTOUR 1100
(P) STRUCTURE
(P) HARDSCAPE
(P) BASEMENT
(P) PLANTER AREA
(P) CURB
(P) ATTACHED PORCH
(P) CORRAL
(P) POOL

Revisions	By

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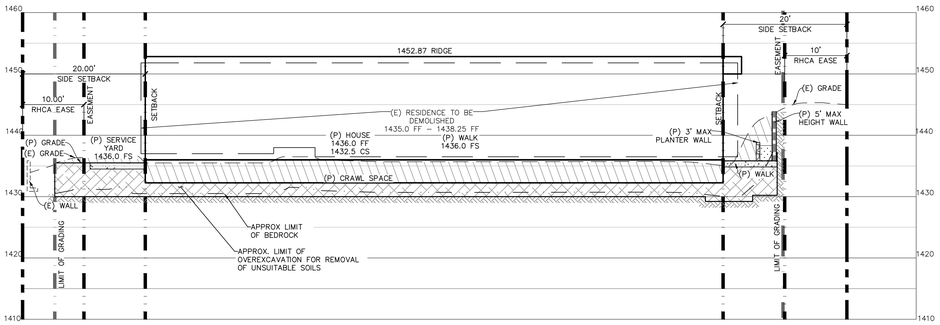
CLIENT: NEVENKA, LLC
11 FLYING MANE ROAD
ROLLING HILLS, CA 90274

PRELIMINARY: FOR PLANNING PURPOSES

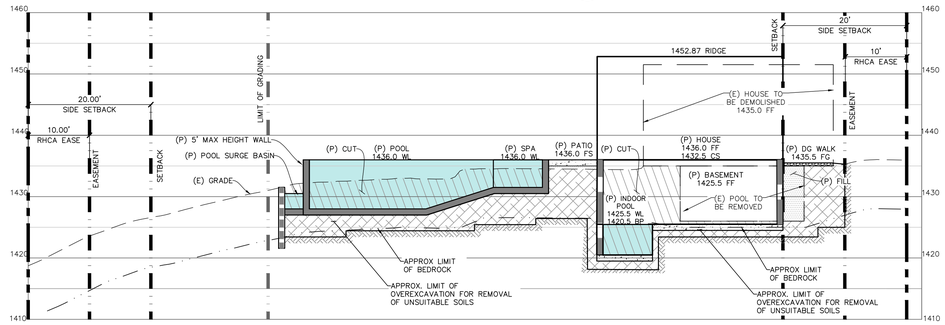
title: ENLARGED SITE PLAN: FUTURE STABLE
NEW RESIDENTIAL ESTATE
11 FLYING MANE ROAD
ROLLING HILLS, CA 90274

Date: July 20, 2022
Scale: AS SHOWN
Drawn: TMA
Checked: TMA
Job No. 21340
Sheet C1.2
Of 5 Sheets

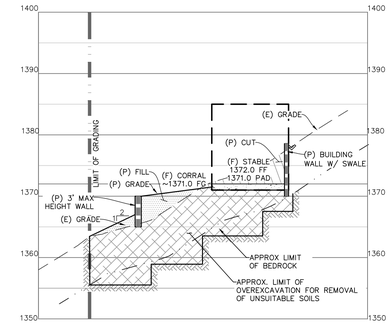
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SECTION D–D
SCALE: 1" = 10'
D C2.0



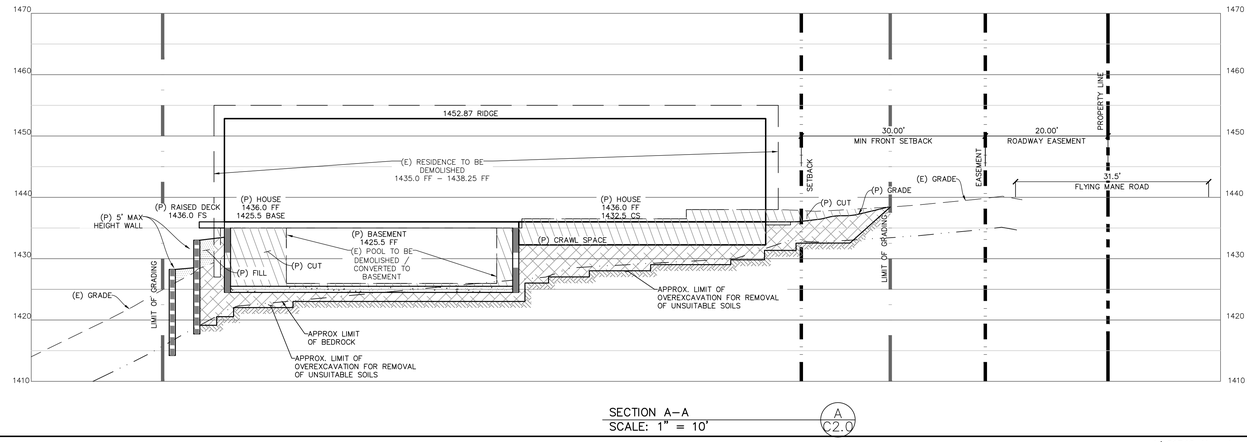
SECTION E–E
SCALE: 1" = 10'
E C2.0



SECTION F–F
SCALE: 1" = 10'
F C2.0

SECTION C–C
SCALE: 1" = 10'
C C2.0

SECTION B–B
SCALE: 1" = 10'
B C2.0



SECTION A–A
SCALE: 1" = 10'
A C2.0

SECTIONS LEGEND

- PROPERTY LINE
- EASEMENT
- SETBACK
- EXISTING GRADE
- PROPOSED GRADE
- (P) LIMIT OF GRADING
- (P) FENCE
- (P) CUT
- (P) FILL
- (P) OVER–EXCAVATION
- LIMITS OF BEDROCK

Revisions	By

Bolton Engineering Corp.
Civil Engineering and Surveying
25834 Narbonne Avenue Suite 210
Lomita, Ca. 90717
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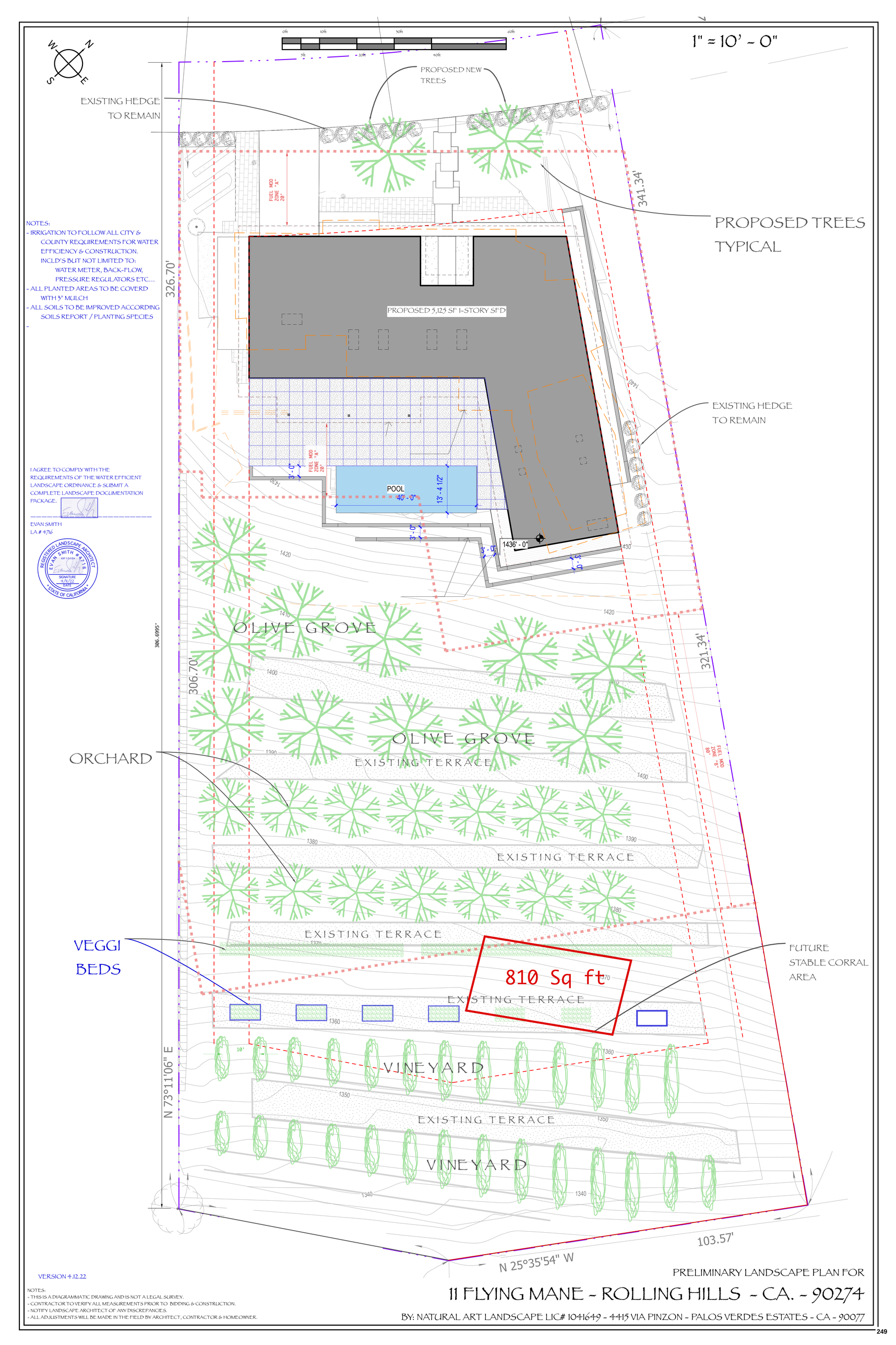
CLIENT: NEVENKA, LLC
11 FLYING MANE ROAD
ROLLING HILLS, CA 90274

TITLE: SITE SECTIONS
NEW STABLE & RIDING RING
11 FLYING MANE ROAD
ROLLING HILLS, CA 90274

PRELIMINARY; FOR PLANNING PURPOSES

Date: July 20, 2022
Scale: AS SHOWN
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Checked: TMA
Job No. 21340
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Of 5 Sheets

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NOTES:
- IRRIGATION TO FOLLOW ALL CITY & COUNTY REQUIREMENTS FOR WATER EFFICIENCY & CONSTRUCTION. INCLD'S BUT NOT LIMITED TO: WATER METER, BACK-FLOW, PRESSURE REGULATORS ETC...
- ALL PLANTED AREAS TO BE COVERD WITH 3" MULCH
- ALL SOILS TO BE IMPROVED ACCORDING SOILS REPORT / PLANTING SPECIES
-

I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE WATER EFFICIENT LANDSCAPE ORDINANCE & SUBMIT A COMPLETE LANDSCAPE DOCUMENTATION PACKAGE.

EVAN SMITH
LA # 4716

REGISTERED LANDSCAPE ARCHITECT EVAN SMITH # 4716 SIGNATURE 4/11/22 DATE STATE OF CALIFORNIA

VERSION 4.12.22

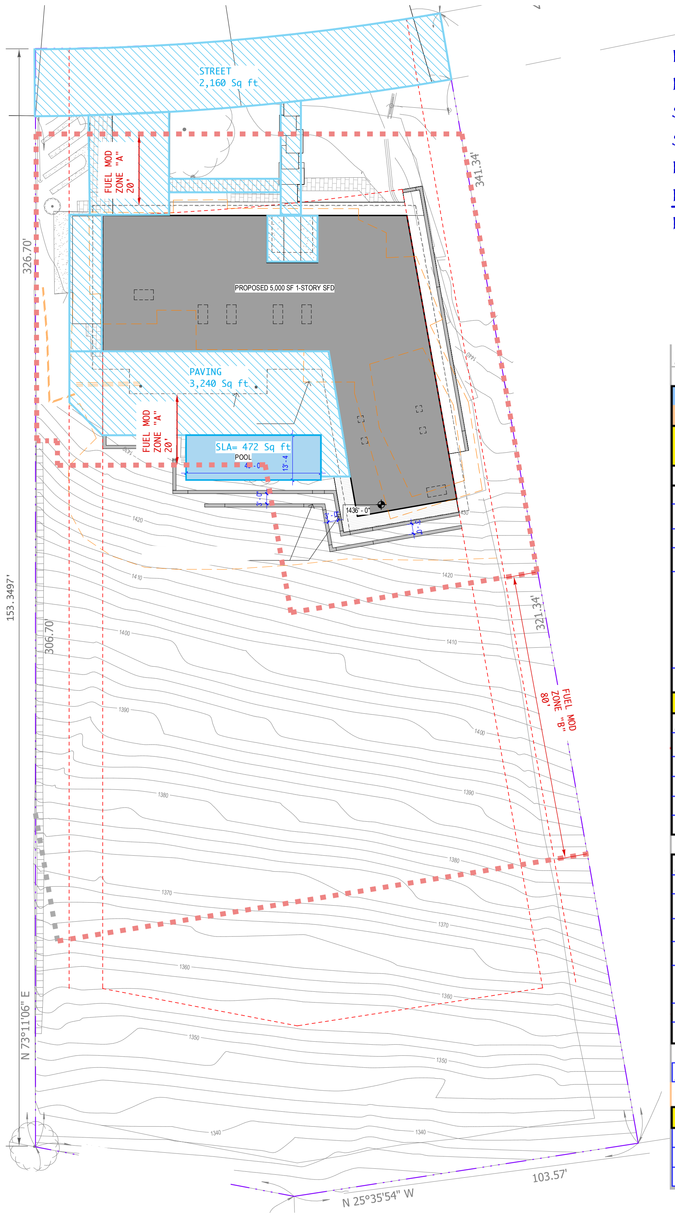
NOTES:
- THIS IS A DIAGRAMMATIC DRAWING AND IS NOT A LEGAL SURVEY.
- CONTRACTOR TO VERIFY ALL MEASUREMENTS PRIOR TO BIDDING & CONSTRUCTION.
- NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- ALL ADJUSTMENTS WILL BE MADE IN THE FIELD BY ARCHITECT, CONTRACTOR & HOMEOWNER.

PRELIMINARY LANDSCAPE PLAN FOR

11 FLYING MANE - ROLLING HILLS - CA. - 90274

BY: NATURAL ART LANDSCAPE LIC# 1041649 - 4415 VIA PINZON - PALOS VERDES ESTATES - CA - 90077

1" = 20' - 0"



ETO = 42.6

LOT SIZE =	51,369
SPECIAL LAND AREA (POOL)	-472
STREET PAVING =	-2,160
PROPOSED HOUSE =	-5,000
PROPOSED PAVING =	-3,240
REMAINING LANDSCAPE AREA =	40,497

Maximum Applied Water Allowance Calculations for New and Rehabilitated Landscapes

Enter value in Pale Blue Cells		
Tan Cells Show Results		
Messages and Warnings		
Click on the blue cell on right to Pick City Name	ROLLING HILLS	Name of City
ET_o of City from Appendix A	42.60	ET_o (inches/year)
Enter total landscape including SLA	51,369.00	LA (ft^2)
Enter Special Landscape Area	472.00	SLA (ft^2)
Results:		
MAWA = (ET_o) x (0.62) x [(0.55 x LA)+(0.3 x SLA)]	-	Gallons
	-	Cubic Feet
	-	HCF
	-	Acre-feet
	-	Millions of Gallons

MAWA calculation incorporating Effective Precipitation (Optional)

ET_o of City from Appendix A	42.60	ET_o (inches/year)
Landscape Area	40,969.00	LA (ft^2)
Special Landscape Area	472.00	SLA (ft^2)
Enter Effective Precipitation	3.65	Eppt (in/yr)
Results:		
MAWA=(ET_o - Eppt) x (0.62) x [(0.7 x LA)+(0.3 x SLA)]	695,971.77	Gallons
	93,038.20	Cubic Feet
	930.38	HCF
	2.14	Acre-feet
	0.70	Millions of Gallons

PRELIMINARY

MAXIMUM APPLIED WATER ALLOWANCE CALCULATIONS FOR NEW LANDSCAPE

NATURAL ART
Landscape Design

PRELIMINARY LANDSCAPE PLAN FOR

11 FLYING MANE - ROLLING HILLS - CA. - 90274

BY: NATURAL ART LANDSCAPE LIC# 1041649 - 4415 VIA PINZON - PALOS VERDES ESTATES - CA - 90077

NOTES:
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- CONTRACTOR TO VERIFY ALL MEASUREMENTS PRIOR TO BIDDING & CONSTRUCTION.
- NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- ALL ADJUSTMENTS WILL BE MADE IN THE FIELD BY ARCHITECT, CONTRACTOR & HOMEOWNER.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.A
Mtg. Date: 09/12/2022

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **APPROVE FINANCE/AUDIT/BUDGET COMMITTEE RECOMMENDATION TO AMEND THE CITY'S GENERAL FUND RESERVE POLICY**

DATE: **September 12, 2022**

BACKGROUND:
The City of Rolling Hills adopted financial policies in 2007 (amended on 5/23/2022) that include a requirement that the City set aside funds equal to 40% of prior year audited General Fund revenues. The purpose of the reserves are to address any one of a number of unexpected and unbudgeted circumstances and events that have a material financial impact on the City.

Based on the final audited General Fund revenues for fiscal year 2020/21, the City's General Fund should have approximately $857,824 set-aside in reserves. The actual reserves at June 30, 2022 are estimated to be $5.6 million, which equates to 260% of final audited General Fund revenues for fiscal year 2021.

During the recent budget discussions, a few Council members expressed a desire to maintain reserves at 100% of the operating budget. As a result, staff suggested Council direct staff to meet with the Finance/Audit/Budget Committee to review some of the factors that should be considered in determine the appropriate level of reserves. Council ultimately provided staff with such direction.

DISCUSSION:
The purpose of reserves is to have funds available to respond to unexpected events and circumstances that result in extraordinary costs and/or a material loss of revenues. These "events and circumstances" generally include economic downturns, losses stemming from natural disasters (flooding, earthquakes, wildfires, etc.), changes in state or federal legislation, and emergency repairs to city facilities and infrastructure.

Every city is unique with respect to its exposure to the events and circumstances noted above or others not noted. As such, each City is unique and should consider the factors affecting

them in determining what level of reserves are appropriate for their jurisdiction. For example, cities that rely on tourism that generate sales tax and hotel occupancy tax revenues are more vulnerable to economic downturns, whereas a "bedroom" community such as Rolling Hills that has little or no commercial activity are not. Similarly, a city adjacent to wildland areas are susceptible to damages caused by wildfires in comparison to other cities.

Some of the factors relevant to the City of Rolling Hills that mitigate some of the exposures common local governments include strong insurance coverage with minimal out-of-pocket requirements for "deductibles"; a revenue base that primarily consists of property tax revenues, which have shown to be very stable and not nearly as elastic to changes in the general economy as sales taxes, hotel taxes, or development fees.

However, the City of Rolling Hills is very susceptible to wildfires given its proximity to large wildland areas that are at high risk of fire. In addition, given the relatively small size of the City's operations, the shear magnitude of the risks and possible losses should be weighed against the actual dollars set aside based on the reserve requirements. In other words, the current reserve policies call for $857,824 to be set aside. Is this enough when considering the magnitude of the loss the amount the City may need to pay after factoring the level of insurance that may cover the losses and what FEMA and CalOES may cover if the scale of the fire warrants the declaration of a natural disaster.

One other factor to consider is whether reserves should be based on a percentage of revenues or expenditures, and whether they should be based on actual amounts versus budgeted amounts.

At the August 22, 2022 Finance/Budget/Audit Committee Meeting, staff discussed all of these factors and points with the Committee and requested recommendations for how, if at all, the current reserve policies might be amended. The Committee recommends modifying the General Fund Reserve Policy to 100% of prior year audited General Fund revenues.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_220822_FBA_ReservePolicyDiscussion.pdf

CITY OF ROLLING HILLS

DISCUSSION ON RESERVE POLICIES

AUGUST 22, 2022

BACKGROUND

- Setting aside monies in a reserve account for a "rainy day" is essential and fiscally responsible
- Purpose is to be able to respond/address unexpected circumstances and events
  - Impacts on revenues of economic downturns
  - Natural disasters (earthquakes, floods, wildfires) – extraordinary costs and potential loss of revenues
  - Other unexpected budget impacts (lawsuits, major repairs, etc.)
- The key question is: "How much should RH set aside"?

CITY OF ROLLING HILLS ATTRIBUTES

- Minimal facilities and infrastructure
  - City Hall
  - RHCA building
  - Tennis Courts
  - Parking Lot
- Insurance Portfolio (Member of CJPIA - ~125 members)
  - Property (Wind, fire, etc.) – Shared limits of $500M with $10k SIR
  - Flood Insurance – Shared limits of $10M with $10,000 SIR
  - Earthquake - Shared limits of $150M with 5% SIR ($100k Minimum)

CITY OF ROLLING HILLS ATTRIBUTES

- Stable Revenues
  - Property Tax and Deed Transfer Tax revenues make up almost 60% of total revenues
  - Property taxes has proven to be relatively inelastic to normal economic swings
    - Prop 13 assessed values are almost always well below market values
    - When values drop, typically still remain above assessed values (2008 recession was first occurrence)
  - Minimal sales tax revenues and no hotel taxes, which are highly elastic to economic cycles

CITY OF ROLLING HILLS ATTRIBUTES

- Primary Risks
  - Large scale damage to residential/private properties that could temporarily affect assessed values and thus property tax revenues
  - Damage to City properties from flooding, fires, earthquakes
    - Insurance coverage vs potential loss
    - Possibility of Federal/State-declared disaster – could reimburse up to 94% of eligible costs
  - Lawsuit/Liability Claim - trip and fall, pollution, workers comp, personnel-related, etc.

CURRENT POLICIES

- Current policies require that reserves be set aside equal to 40% the most recent audited General Fund revenues
  - Equates to $857,824
  - Estimated reserves at June 30, 2022 = $5,620,841
    - 260% of FY 2020/21 audited revenues ($2.1M)
    - 196% of FY 2022/23 Operating Budget ($2.9M)

OTHER CONSIDERATIONS

- May want to consider using adopted operating budget (total expenditures less capital) as the basis for calculating reserves
- Using a % rather than a fixed amount ensures reserves keep pace with size of city

DISCUSSION

Agenda Item No.: 11.B
Mtg. Date: 09/12/2022

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

FROM: **VANESSA HEVENER, SENIOR MANAGEMENT ANALYST**

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

SUBJECT: **RECEIVE AN UPDATE ON THE CREST ROAD EAST AND EASTFIELD DRIVE ELECTRIC UTILITY UNDERGROUNDING PROJECTS AND PROVIDE DIRECTION ON THE EASTFIELD DRIVE FEMA/CALOES GRANT**

DATE: **September 12, 2022**

BACKGROUND:
On September 14, 2020, the City was awarded $1,145,457 in Federal funds to underground 1,820 feet of utility infrastructure along Crest Road East from Wideloop Road to the eastern city limits. The Crest Road East grant requires a Local Match of $381,819 for a total amount of $1,527,276.

On January 26, 2022, the City was awarded $1,971,882 in additional Federal funds to underground of 4,735 feet of utility infrastructure along Eastfield Drive from Outrider Road to Hackamore Road. The Eastfield Drive grant requires a Local Match of $657,294 for a total amount of $2,629,176.

The City in its applications to the Federal grants committed $1,039,113 of Local Match for both projects using the City's Rule 20A work credits of $1.2M. Rule 20 is a tariff applied to all ratepayers for electric utilities to convert overhead power lines and other equipment to underground facilities. The Rule 20 program is currently divided into subprograms that provide diminishing levels of ratepayer contributions to projects, as follows:

- Rule 20A projects are 100 percent ratepayer-funded but must meet public interest criteria. The utilities annually allocate Rule 20A work credits (or “work credits”) to cities and unincorporated counties to redeem for their undergrounding project costs.
- Rule 20B projects may be for any undergrounding purpose but must consist of a minimum of 600 feet. Ratepayers fund around 20 to 40 percent of the costs of these projects. The applicant bears the balance of the project cost. Local government applicants may request the utility initially fund their Rule 20B project's engineering and design costs and reimburse the utility later provided that the project goes forward. Unlike Rule 20A, there are no work credits involved with Rule 20B.
- Rule 20C projects, the applicant – often an individual property owner or developer –

pays for the full cost of undergrounding, less the cost of the estimated salvage value and depreciation of the removed overhead electrical facilities.

Southern California Edison (SCE) determined that the initial Rough Order of Magnitude (ROM) for the Crest Road East project was $1,000,000 expressed in 2023 dollars which alone will most likely exhaust all of the City's existing Rule 20A work credits since Rule 20A requires a project with a minimum of 600 linear feet of mainline trenching (the Crest Road East project includes 950 linear feet of mainline trenching.)

Given the rise in construction costs, the City does not have sufficient Rule 20A work credits for the Eastfield Drive project. In order to proceed with the Eastfield Drive project and retain the Federal funding, the City may need to use General Fund reserves to provide the Local Match. In June 2022, Staff reached out to Los Angeles County Department of Public Works to inquire about the County potentially donating excess work credits to fund the entirety of the Crest Road East project and/or fulfill the Local Match portion of the Eastfield Drive project. Councilmember Wilson also reached out separately to Supervisor Hahn's Office.

On July 26, 2022, the City was informed that a donation in the amount of $350,000 in Rule 20A work credits was approved by Supervisor Hahn's Office (the initial request was $350,000 based on outdated cost estimates). Staff has since requested additional donation in the amount of $650,000 for a total amount of $1,000,000. This additional funding request reflects current estimated construction costs.

DISCUSSION:
Through efforts and involvement from Councilmember Wilson, the City was informed on August 31, 2022, that the full amount request of $1,000,000 Rule 20A work credits donation was approved by Supervisor Hahn's Office for the Eastfield Drive utility undergrounding project. Based on discussion with Los Angeles County Department of Public Works Staff, the Board of Supervisors is anticipated to approve the request at its December meeting. Once it is approved, the City will send a letter with approval from the Board of Supervisors to SCE requesting to transfer County Rule 20A work credits to the City’s account.

The table below summarizes the funding required to complete both projects including the County Rule 20A work credits donation:

	Available Rule 20A	Local Match Rule 20A
Crest Road East		$1,000,000
Eastfield Drive		$1,000,000
Project Contingency		$200,000
City Balance	$1,200,000	
County Contribution	$1,000,000	
Total	$2,200,000	$2,200,000

With the County's donation, Staff anticipates that the Local Match requirement for both projects will be met. That being said, Staff is seeking direction on the Eastfield Drive utility undergrounding project.

FISCAL IMPACT:
At present, there is no fiscal impact. There may be a rise in construction costs if the projects

are delayed.

RECOMMENDATION:
Receive report and provide direction to staff.

ATTACHMENTS:
Hahn_Rule 20A Donation Approval.pdf

Vanessa Hevener

From: Gonzalez, Daritza <DGonzalez@bos.lacounty.gov>
Sent: Wednesday, August 31, 2022 10:48 AM
To: Christian Horvath; Vanessa Hevener
Cc: James Chon; Jose Suarez; Velazquez, Erika
Subject: Rule 20A Funding

Hi,

I am writing to confirm that Supervisor Hahn has agreed to transfer $1 million of the Fourth District's Rule 20A funding allocation to the City of Rolling Hills for their Crest Road and Eastfield Drive underground utility projects. LA County's Department of Public Works has confirmed that the projects are Rule20A eligible projects. Department staff will work with City staff on the transfer of the funds. James Chon and Jose Suarez will be the department contacts.

Please let me know if you have any questions.

Thank you,

Daritza Gonzalez
Public Works, Parks & Rec, and ISD Deputy
LA County Supervisor Janice Hahn
O: 213.974.4444
C: 213.705.8770



Agenda Item No.: 11.C
Mtg. Date: 09/12/2022

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

FROM: **VANESSA HEVENER, SENIOR MANAGEMENT ANALYST**

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

SUBJECT: **RECEIVE REPORT ON THE SEPTEMBER 1, 2022 ROLLING HILLS COMMUNITY ASSOCIATION (RHCA) BOARD MEETING ON THE CITY'S OUTDOOR SIREN PROJECT; CONSIDER PROJECT OPTIONS PROPOSED BY HQE; AND PROVIDE DIRECTION TO STAFF.**

DATE: **September 12, 2022**

BACKGROUND:
In Fiscal Years 2019-2020 and 2020-2021, the City Council provided funding for the Block Captain Program to investigate communication platforms in the event of complete power failure in the community. The Block Captains and City staff used funds to purchase two-way radios and when the handheld radio option proved to be ineffective, a Request for Proposal (RFP) was issued in February 2021 to solicit proposals on other communication systems. The City received one proposal from HQE Systems (HQE), Inc.

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

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

On March 14, 2022, the City Council unanimously voted to amend the PSA with HQE allocating an additional not to exceed $3,500 to investigate potential co-location sites of the poles. On June 16, 2022, HQE Staff and Block Captain Leads Arlene and Gene Honbo conducted a site visit at the Main Gate, Crest Gate, Eastfield Gate and the Radar Station. In early July, HQE submitted the revised Feasibility Study that included two additional options: Solution C includes the three gates and the Radar Station and Solution D includes only the three gates.

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

DISCUSSION:

On September 1, 2022, Staff and Councilmember Mirsch attended a demonstration of the proposed outdoor siren system equipment at HQE headquarters. The demonstration included a tour of their facility where manufacturing of the equipment was conducted in-house. After the tour, the demonstration simulated a test warning that would be sent out in case of an emergency. The equipment used consisted of a single 4' speaker mounted on a pole 25 feet above ground (for Rolling Hills, there would be 4-4' speakers mounted 50 feet above ground at each gates). To ensure the best sound coverage, the speakers can be adjusted to rotate a few degrees at the time through the use of software application. The quality of the intelligible voice was clear and could be easily heard.

In our discussion with HQE, it was conveyed that they were recently awarded a contract with the City of Paradise to install 21 poles and are in the process of installing them.

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

In addition, per Council direction, Staff reached out to the residents residing near the three gate locations to inform them of the project. Those residents were in support of the project

Continuing the discussion from the August 8, 2022 City Council meeting, the City Council was deciding on the project option to implement: Solution A considered aesthetic as a priority with 9-30' poles, Solution B offers the most reliable solution with 3-50' poles . Solution D includes the three gate locations with 3-50' poles.

The City received comment letters from the Block Captains and Block Captain Support Team as well from Block Captains Melissa McNabb and Judith Haenel. The comment letters support the outdoor siren project and urge the City Council to select an option to move forward with the next step in the project. The comment letters are included with this staff report.

FISCAL IMPACT:
Depending on the option selected for implementation, it can range from $144,573 to $334,748. Solution A considered aesthetic as a priority for an estimated construction cost of $310,602 with an annual maintenance fee of $32,798.24. Solution B offers the most reliable solution in the market today for an estimate of $144,573 with an annual maintenance fee of $13,981.55. Solution D includes the three gate locations in the amount of $334,748 with an annual maintenance fee of $29,297.82.

The Fiscal Year 2022-2023 Budget includes funding of up to $300,000 for the implementation of the outdoor siren system.

RECOMMENDATION:
Receive report, consider project options and provide direction to staff.

ATTACHMENTS:
CL_AGN_220912_CC_PublicComment02.pdf
CL_AGN_220912_CC_PublicComment01.pdf
CL_AGN_220912_CC_PublicComment04.pdf
CL_AGN_220912_CC_PublicComment03.pdf
CL_AGN_220912_HQE Systems_Feasbility Study.pdf

August 26, 2022

Dear Honorable Mayor and RH City Councilmembers:

I am impressed with your resolve to research and evaluate an outdoor siren system for the City which really demonstrates the Council's #1 strategic priority, Wildfire/Emergency Preparedness. I thank you for being so proactive in the prevention of wildfires that could devastate our City.

I was happy to hear the information shared with the public at the August 8th City Council meeting from the HQE experts, and thought all answers provided by HQE were thorough and directly addressed your concerns, e.g., that using the three Gate locations for pole installation would minimize potential residential view obstruction.

It was very interesting to hear that all siren options have sound levels of 70 dB, which meets FEMA standards, and that two options include the capacity to broadcast voice instructions. These sirens will satisfy residents' concerns on how they will be notified in an emergency with a complete power failure.

When HQE told us that they completed the remaining tasks of the feasibility study on their dime, saving the City of Rolling Hills $22,720, I knew that they REALLY want to work with the City.

I understand that the installation costs range from $144,573 to $334,748, but that the Outdoor Siren Project installation IS included in this year's City budget at $300,000 (annual maintenance costs are not included in this figure).

I strongly encourage the Council to move forward with the next phase of the project, specifically a siren demonstration, either in the city or on a field trip to Temecula, which I think would really help residents and the council. Additionally, I support Council efforts in checking references and determining maintenance options/costs, given the fact that these actions can be completed before the Council's final decision and approval of the project.

Respectfully,

Melissa S. McNabb

Melissa S. McNabb
Rolling Hills Block Captains Support Team
11 Quail Ridge Rd. South / Zone 4b

August 25, 2022

Dear Honorable Mayor and RH City Councilmembers:

Thank you for inviting the HQE experts to the City Council meeting on August 8, 2022 to answer your questions and concerns. We understand:

- The additional option of using the three gate locations for pole installation satisfies your concern whereby view obstruction is minimized;
- All siren options have siren coverage levels of 70 dB level which meets FEMA standards; two siren options can be accompanied with voice instructions;
- HQE completed the remaining tasks of the feasibility study thereby saving the City of Rolling Hills $22,720.
- The implementation costs are dependent on the option chosen and range from $144,573 to $334,748. The Outdoor Siren Project is included in this year's budget at $300,000. Ongoing maintenance is additional and costs are a function of options chosen.

The HQE Siren Project directly aligns with the Council's #1 strategic priority, Wildfire/Emergency Preparedness and Evacuation. The sirens remain as a viable option to satisfy the concerns of residents on how residents are notified in the event of a complete power failure. We are unaware that the Council has identified any other viable option to sirens.

We strongly encourage the Council to move forward with the next phase of the project. Our understanding is conducting siren demonstrations, securing alternative bids, obtaining customer reference checks, validating maintenance options/costs, etc. can be completed early in the next phase as a separate task before the Council's final decision and approval.

Respectfully,

Rolling Hills Block Captains and Support Team

Arlene Honbo	– Zone 7a
Gene Honbo	– Zone 7a
Leslie and Mark Stetson	– Zone 13b
V'Etta Virture	– Zone 18a
Dorothy Vinter	– Zone 15c
Kay Lupo	– Zone 15a
Baker Smith	– Zone 21a
Judith Haenel	– Zone 22a and 23a
Kathleen Hughes	– Zone 18b
Pia Raine	– Zone 6b
Arun Bhumitra	– Zone 3b
Maureen Hill	– Zone 5a
Marian Visco	– Zone 5b
Susan Collida	– Zone 17a

Rolling Hills Block Captains and Support Team (continued)

Tuba Ghannadi	– Zone 19a
Kathy Patman	– Zone 21b
Marita Geraghty	– Zone 17b
Debra Shrader	– Zone 13a
Rae Walker	– Zone 7b
Sandy Sherman	– Zone 16a
Michael Sherman	– Zone 16a
Pam Crane	– Zone 18a
Clint Patterson	– Zone 15b
Nicole Tangen	– Zone 1a and 1b
Dustin McNabb	– Zone 4b
Diane Montalto	– Zone 4b

From:	Arlene Honbo
To:	McKinnie Consulting; A.Shen.Smith; frederick Lorig; Annie Occhipinti; Ty Bobit; Jim Black; Patrick Wilson; Leah Mirsch; Jeff Pieper; Bea Dieringer
Cc:	Elaine Jeng; Christian Horvath; Vanessa Hevener; Kristen Raig - RHCA; Mark Grindle; Arty Beckler
Subject:	Outdoor Siren Project
Date:	Wednesday, September 7, 2022 9:48:07 AM
Attachments:	Letter to City Council Outdoor Siren August 25 2022 final v1.docx

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This email is being sent to RHCA Board, RH City Council and Block Captains and Support Team

http://enewspaper.latimes.com/infinity/article_share.aspx?guid=dc5f6d1a-a68c-48a9-b2b7-7ed41e720930

This is a link to today's Los Angeles Times article describing the Fairview fire near Hemet. Read about the chaotic nature of evacuation warnings to leave that "didn't come until there were only minutes left."

Many Block Captains and Support Team members have advocated to the RH City Council to define a way to notify residents to evacuate when there is a complete power outage - no cellular, landline or internet connection (see letter attached below). Relying on first responders to go door-to-door to notify residents is unacceptable. This is time consuming and valuable resources should be fighting fires and directing traffic. The Outdoor Siren Project addresses how sirens can be used to notify residents to evacuate.

This project is not about protecting views. It is not about revisiting the HQE Systems' selection process conducted by RH City staff. This project is focused on saving lives and addressing concerns of residents.

We elected RH City officials and RHCA Board members to stay informed of the needs of their constituents. Many campaign promises have been made on fire prevention and public safety. Siren project updates have been published in the Blue Newsletter throughout 2022 for ALL residents. RHCA Board members should focus on the question posed by the RH City Council - "Does the RHCA Board object to placing a siren at each of the gatehouses?

Regards,
Gene and Arlene Honbo, Block Captain Leads

From: Judith haenel
To: Vanessa Hevener
Cc: Elaine Jeng
Subject: Letter to City Council
Date: Tuesday, September 6, 2022 2:10:38 PM

9.6.2022

Dear Honorable Mayor and City Councilmembers,

I have been supportive of the siren project since its inception and have added my name to the recent Block Captain's letter asking the City Council to move forward on the project. However, after attending a few of the City Council meetings and listening to the siren presentation by HQE, I have some additional questions:

I understand the City has included in the budget to purchase sirens but after hearing about the annual maintenance I am concerned whether that will continue to be a line item in the annual budget?

Will the continued maintenance need to be voted upon every year? At some point, in future years, if there is no budget to maintain the sirens, is the cost of installing sirens worth it?

After experiencing the last Malibu fire and having a business in Malibu, I have taken time to introduce myself to the Public Safety contact at the City of Malibu and discuss what they are addressing in the future for fire safety. Susan was very forthcoming with her information and shared that the City of Malibu applied for a grant for multiple sirens (20?) since they are a much larger community than Rolling Hills.

Regardless of the number of sirens needed in Rolling Hills will the City consider applying for a grant?

Other items Susan discussed with me included, immediately after the last fire the City of Malibu purchased megaphones for City employees. I am not sure if they made them available to the community.

Prior to knowing what Malibu did, I personally purchased megaphones, that have a siren option, and distributed to numerous Block Captains, Rolling Hills City and Association offices.

Will the City of Rolling Hills consider purchasing megaphones that have the siren option, for each household or at least each Block Captain?

The Fire Department, through a grant, just offered free NOAA weather radios to the Malibu community.
Is this something the City of Rolling Hills can investigate?

If indeed the sirens are installed in Rolling Hills, it will still take a considerable amount of time to come to fruition. The City and Block Captains have spent a lot of time discussing preparing for possible emergencies but all the preparing in the world doesn't help if an emergency happens tomorrow.
Are megaphones and/or NOAA radios something the City of Rolling Hills can investigate right away?

Susan suggested speaking to other communities on the PV peninsula to see if they are considering sirens as well and, if so, she thought if we combined our efforts perhaps we would get better pricing on product and installations.

Will somebody from the City of Rolling Hills be in contact with other nearby cities?

Additionally, at the last City Council meeting I attended it was suggested that a test run of the sirens be done. HQE was offering to do it at their business location or in Rolling Hills. I believe it makes more sense to do it in Rolling Hills so it is determined 100% that sirens will be effective throughout the city since the area encompasses hills and canyons. etc. This would also give Rolling Hills residents exposure to the effectiveness of siren usage.

I would also like to know other communities where HQE has installed sirens that are similar to what Rolling Hills would be purchasing, and if they have been used in an actual emergency, how effective were they for evacuation?

Have any

alternatives to sirens been researched, such as spraying canyons with a fire retardant material?

I believe there is a material similar to the red product that is dropped during an active fire that might be clear in appearance. Has anyone checked in to the cost and effectiveness of this type of option, or any similar option, on an annual basis, versus siren installation and annual maintenance?

Thank you for your attention to my inquiries.

Respectfully,
Judith Haenel
Block Captain for Zones 22a and 23a along Eastfield Drive

Sent from my iPhone



HQE SYSTEMS, INC.

Mass Notification Report

Prepared August 2022

For The City of Rolling Hills, CA

Disclaimers

All product names, logos, and brands are the property of their respective owners. All company, product, and service names used in this proposal are for identification purposes only. Using these names, logos, and brands do not imply endorsement.

Neither HQE Systems, Inc. nor its contributors shall be held liable for any improper or incorrect use of the information described and/or contained in this report herein and assumes no responsibility for anyone's use of the information. In no event shall HQE Systems, Inc. or its contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to: procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, tort (including negligence or otherwise), or any other theory arising in any way out of the use of this report, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, whether based on alleged incorrect data, negligence, or any other cause of action, including but not limited to damages or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, and/or theft, destruction or unauthorized access to, alteration of, or use of any record.

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HQE Systems, Inc. is a privately owned and operated Minority-Owned FEMA Certified Service Disabled Veteran Owned Small Business (SDVOSB).

"It is our goal at HQE to continue to serve our veterans through our 'Hire Veterans Policy HQE-2015-2025'. We appreciate all of our current and past customers who have helped us meet our goals of hiring veterans throughout the years. Your support in HQE is directly impacting the support of our amazing veterans. Thank you for the opportunity to serve you and your community!"

Thank You from the team of HQE Systems Inc.

Qais Alkurdi

CEO, Disabled Veteran / Retired



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1. Executive Summary

To the distinguished City of Rolling Hills's City Council Members,

HQE Systems, Inc. (HQE) is a Minority-Owned, FEMA Certified California Disabled Veteran Business Enterprise (DVBE) with its global headquarters in Temecula, CA. Since 2014, HQE has been designing, engineering, installing, and maintaining Mass Notification Systems (Central Control Units, Outdoor Sirens, Control Cabinets, Radios, Solar Chargers, and Subcomponents of Mass Notification Systems) solutions for a host of clients worldwide. HQE is a brand agnostic systems integrator that has installed over 1,000+ Mass Notification Systems for all levels of the Government and Federal Agencies.

HQE was retained by The City of Rolling Hills, California, to investigate the feasibility of installing an effective Mass Notification System. The system intends to provide Mass Alerting and Warning during natural and manmade disasters, including wildfires, terrorist events, and severe weather. HQE's Mass Notification Systems installation Report would provide the decision-makers with the information needed to identify the ideal solution for The City of Rolling Hills.

To develop the report, HQE conducted an installation study. The study includes open-source data research, site survey, and sound propagation analysis.

- Open Source Data: Researching the latest solution from the key manufacturers. This includes technical/operational features and rough order of magnitude pricing.
- Site Survey: Study of the local environment/infrastructure to include the availability of power, potential installation points, residential buildings, and topography (manmade and natural). In addition, it analyzes the presence and signal capabilities of cellular, radio, and other communications channels.
- Sound Propagation Analysis: Utilizing the information gathered during the site survey and planning maps, HQE utilizes a proprietary machine-learning algorithm, Sound Propagation Analysis, to determine the ideal locations for the Mass Notification points.

With all of the information reviewed and analyzed during the report development, HQE's Mass Notification Subject Matter Experts have determined the ideal installation solution for The City of Rolling Hills. The proposed solution was developed with the following priorities (not in order): Alerting Effectiveness, Initial Budget, Sustainment Budget, Project Timeline, and System Installed Visibility.

Proposed Solution: This solution was developed to provide The City of Rolling Hills with a solution that provides the best intelligible voice & tone sirens with a modern look. This solution will utilize the SiRcom sirens with Vector line arrays. These modern intelligible speakers will provide the "best look" for the City while providing the intelligible voice and tone coverage for emergency alerting. The main concept of the solution is to install the outdoor warning sirens directly behind or in the vicinity of the gates proposed by the City. The sirens will be configured in a directional siren setup and installed at the City's desired installation points (entrance gates). The rough order of magnitude pricing for the solution is $334,748.24. It is estimated 30 days to install the complete system.

HQE SYSTEMS, INC. | A Service-Disabled Veteran Owned Small Business (SDVOSB)
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2. Background

The City of Rolling Hills (City) sought an installation report for Mass Notifications System (MNS). The requirement specifically desired an effective outdoor solution that could operate in any threat event environment.

The City of Rolling Hills relies primarily on communication tools that require electricity, cellular signal, or access to the internet during an emergency. These methods include The City of Rolling Hills Website, Alert Southbay, and local television/radio networks. Areas of California regularly experience power outages during adverse, especially windy, weather conditions. The local utility provider utilizes a Public Safety Power Shut-off (PSPS) program during inclement weather conditions. Because of the PSPS program, residents of The City of Rolling Hills could possibly be without power during periods of heightened fire danger, resulting in an increased risk of not receiving important communications, including evacuation orders, via phone, internet, or radio. Unfortunately, disruption to the electrical power also has a negative impact on local cellular towers, which have limited generator power to sustain their operational needs from the planned PSPS or electrical systems failures from the hazard (fire, wind, etc). Environmental events must be fully understood when planning and designing an MNS, so the system can clearly and effectively communicate alerts to residents and visitors. The MNS must be designed to rely on solar power and have enough battery-backup capacity to send critical alerts, when required, at night, or on days when the sun may be blocked by smoke or clouds.

The infamous 2020 wildfires that overtook Los Angeles and Ventura County's northern regions exposed the dangers of relying only on web-based or cellular-based emergency alert systems. With over 33 deaths, many Cities and Counties have since implemented a radio-based mass notifications system to mitigate this unnecessary risk in the future.

The City of Rolling Hills contracted with HQE Systems, Inc. (HQE) to develop a comprehensive and actionable MNS report to enhance its ability to disseminate emergency alerts, especially in wildfire situations. Since then, HQE has utilized its expertise in Mass Notifications Systems (MNS) to develop this report to assist The City of Rolling Hills in the pursuit of saving lives and protecting property.

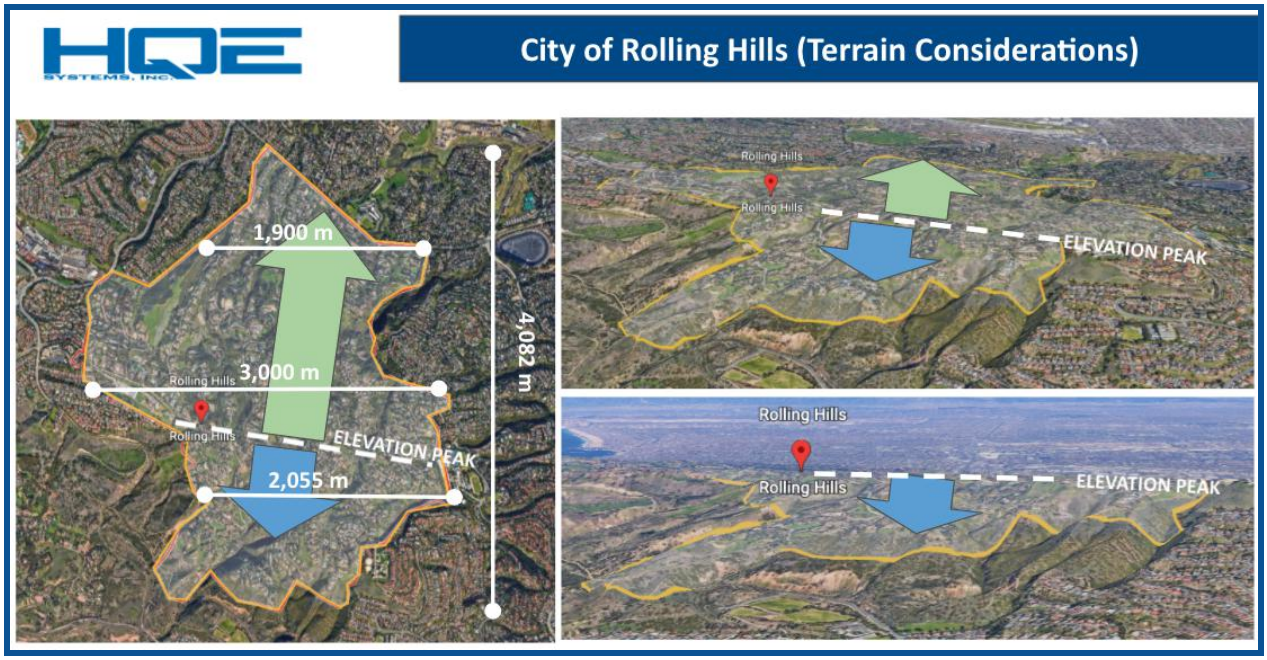
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3. The City of Rolling Hills Consideration Factors

3.1 General Information

#	Description	The City of Rolling Hills Data
1	Access To The City of Rolling Hills	Gated Community (Limited Access Roads)
2	Population (2020)	1,739
3	Housing Units	702
4	Land Area	2.99 Square Miles
5	Water Area	0.00 Square Miles
6	Geographic Coordinates	33.760016 -118.347164
7	AVG. Annual RainFall	15 Inches
8	AVG. High Wind Speed	7-8.6 MPH (November to May is the high winds season)
9	Fire Season	May to October
10	Fire Threat Region	Tier 2 (Elevated Fire Threat Identified By: California Public Utilities Company Fire Threat Mat V.3 (08.19.21)
11	Last Large Fire That Impacted The City of Rolling Hills On The Palos Verdes Peninsula	Aug. 27, 2009, burned 235 acres and was of unknown origin according to the California Department of Forestry and Fire Prevention website. The fire, which burned for two days, caused minor damage to six Rolling Hills homes and forced 1,200 people to evacuate. Additionally, 3,000 customers in the area lost electrical power.

3.2 Topographic Information



HQE has studied The City of Rolling Hills's general and topographic information. These factors will be taken into careful consideration when developing the final solution options.

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3. Report Development Methodology

2.1 Kick-Off Meeting (Clear Project Guidelines)

HQE conducted a project kickoff meeting in October 2020 with The City of Rolling Hills that established mutual acquaintance, clarified roles, and confirmed the desired outcomes and deliverables. Utilizing its experience and expertise in MNS, HQE was able to help better understand the constraints of the project and how HQE could best serve The City of Rolling Hills in achieving its ultimate goal of Saving Lives and Protecting Property.

2.2 Site Survey (Gathering Information)

HQE conducted multiple detailed site surveys and spent time gathering information to fully understand the constraints that could impact the system's operational and technical performances. During the final site survey in June 2022, HQE reviewed each element of an MNS and documented expectations and requirements of the system. The City of Rolling Hills provided site information based on the current desires of The City of Rolling Hills and potential pitfalls to consider when planning for the new MNS. HQE's analysis began with the initial City provided project considerations to ensure that HQE's efforts would be aligned with The City of Rolling Hills's desires. While on-site, HQE assessed the power options and locations. In addition, HQE's sound engineer assessed the residential and commercial building layouts to determine the best locations of the new MNS points to maximize sound coverage.

2.3 Sound Propagation Analysis (Data-Driven Planning)

HQE conducted a sound propagation analysis based on the final site survey to ensure the outdoor emergency alert signal is distributed optimally throughout The City of Rolling Hills. HQE produced sound propagation maps using site-collected data and HQE's proprietary outdoor siren planning software to determine the levels of coverage achieved from potential sites. The coverage models consider varying geographical topology and environmental factors such as foliage and building density.

The study considered various environmental factors including:

- Temperature
- Humidity & Rainfall
- Vegetation (types and disbursement)
- Wind speed and direction
- Man-Made structures (buildings, towers, etc)
- Topography (elevation changes)

Environmental factors that will be present during inclement weather were significant when modeling coverage, including understanding the effects of the Santa Ana winds. In addition, much of The City of Rolling Hills has steep hills and canyons, which pose a challenge for proper coverage.

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The analysis resulted in recommendations for the most efficient outdoor warning alert sound distribution across The City of Rolling Hills, including:

- A sound coverage area for each proposed siren site, considering environmental data
- Identification of any areas of The City of Rolling Hills in which sirens will be ineffective due to geography or other characteristics

2.4 Mass Notification Systems Installation Study

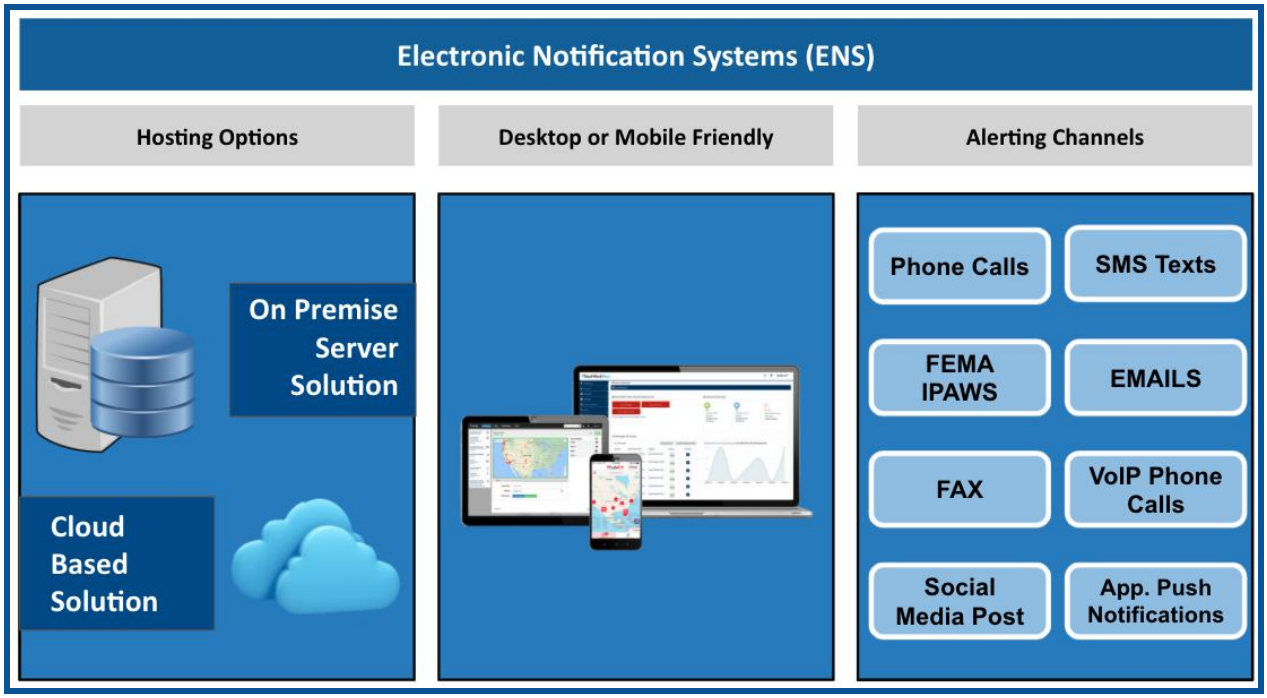
HQE compiled the data collected into this report, which provides a baseline assessment and includes the following:

- Solution options available on the market
- Costs to include initial and long term sustainment
- Recommended ideal installation options

HQE SYSTEMS, INC. | A Service-Disabled Veteran Owned Small Business (SDVOSB)
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4. Mass Notifications System Types Overview

4.1 Electronic Notification Solutions (ENS) Web & Cellular Alerting



- **Solution Types:** Electronic Notification Systems (ENS) have gained popularity due to technological advancement. ENS utilizes the local cellular networks to disseminate emergency alert notifications. These notifications can be accessed from the recipient's mobile devices and computers.
  - Hosted Cloud-Based Solution (SaaS): Requires no hardware to deploy the solution.
  - On-Premise Server Solution: Requires a local server to be installed.
- **Alerting Methods:** The City of Rolling Hills Utilizes the local cellular towers to transmit the following alerts.
  - Voice Calls: A custom live, or pre-recorded voice message can be transmitted to all telephone numbers in the database for the City.
  - SMS Text: A custom drafted or pre-drafted template message can be transmitted as a text to the number in the database for the City. The recipient can also send back an acknowledgment or a specific prompt response to the City.
- **Strengths & Vulnerabilities:**
  - Strengths: Fast deployment. Easy to utilize. Requires limited or no hardware installation.
  - Weakness: Completely reliant on the local cellular network. During PSPS or disaster failures, ENS solutions will not work. If the recipients have their phones on silent or off, they will not be alerted by the notification.

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4.2 Indoor Notification Solutions

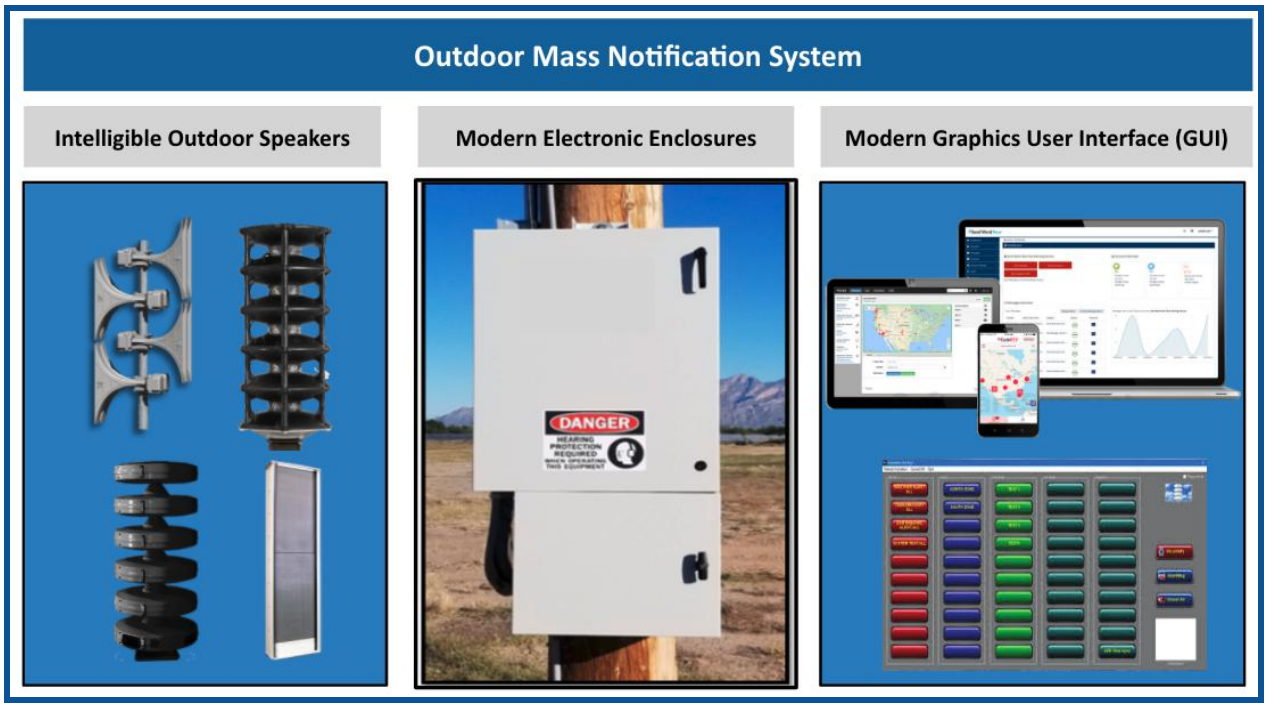


- **Solution Types:** Indoor Notification Systems are utilized to provide coverage visually and audibly to ensure that the alerts are received inside buildings. These notifications consist of workstation desktop alerts, overhead paging/intercom alerts, mounted digital displays, and any networked signs and TVs.
  - Indoor audio alerting: Integrates with in-building paging or intercom systems, telephones, and other networked audio devices. This ensures full compliance with Americans with Disabilities Act requirements.
  - Indoor visual alerting: Integrates with workstations, digital signs, and other networked displays (TVs, wall-mounted tablets). This ensures full compliance with Americans with Disabilities Act requirements.
  - Life Safety Systems Integration: Integrates with local fire alarms, earthquake sensors, and electronic security systems to ensure that the legacy alarms are reinforced with intelligible audio and visual alerts (ADA compliance).

- **Strengths & Vulnerabilities:**
  - Strengths: Unifies indoor spaces with outdoor warning alerts. This ensures that all alerts are instantly received by all residents and the City's staff.
  - Weakness: Requires indoor wiring and cabling (unless self-powered and wireless solutions are implemented)

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4.3 Outdoor Notification Solutions



- **Solution Types:** Outdoor Warning Sirens (OWS) are the industry standard and the accepted capability by Federal Emergency Management Agency (FEMA). OWS allows immediate alerting across a large area by utilizing all-weather outdoor warning sirens.
  - Intelligible Audio Alerts: Intelligible sirens can be heard from miles away.
  - Wireless & Self-Powered: Siren control cabinet systems configured to operate on wired/wireless communication infrastructure and self-powered/self-charging systems.
  - Central Control System: Mass Notifications System management software to quickly and easily create, transmit, and manage all alerts.
- **Alerting Methods:** The City of Rolling Hills Utilizes various communications media to transmit the following alerts.
  - Live Custom or Pre-Recorded Voice Alerts: A custom live, or pre-recorded voice message can be transmitted to all or selected siren points.
  - Tone Alerts: Transmit pre-established tone alerts.
- **Strengths & Vulnerabilities:**
  - Strengths: Self-powered and can communicate on networks not affected by PSPS or other power outages.
  - Weakness: Has the highest cost to cover the desired area.

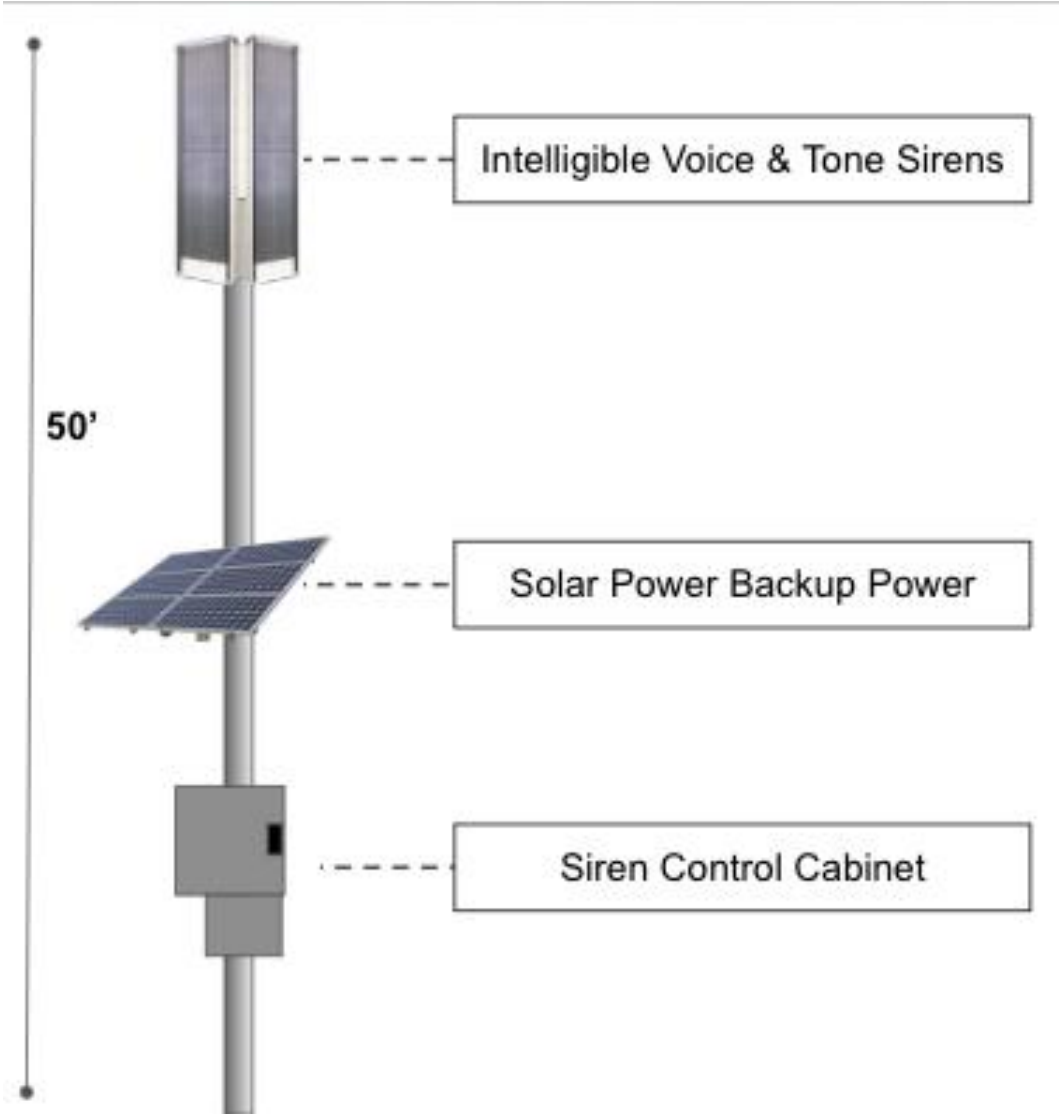
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5. Proposed Solution Options

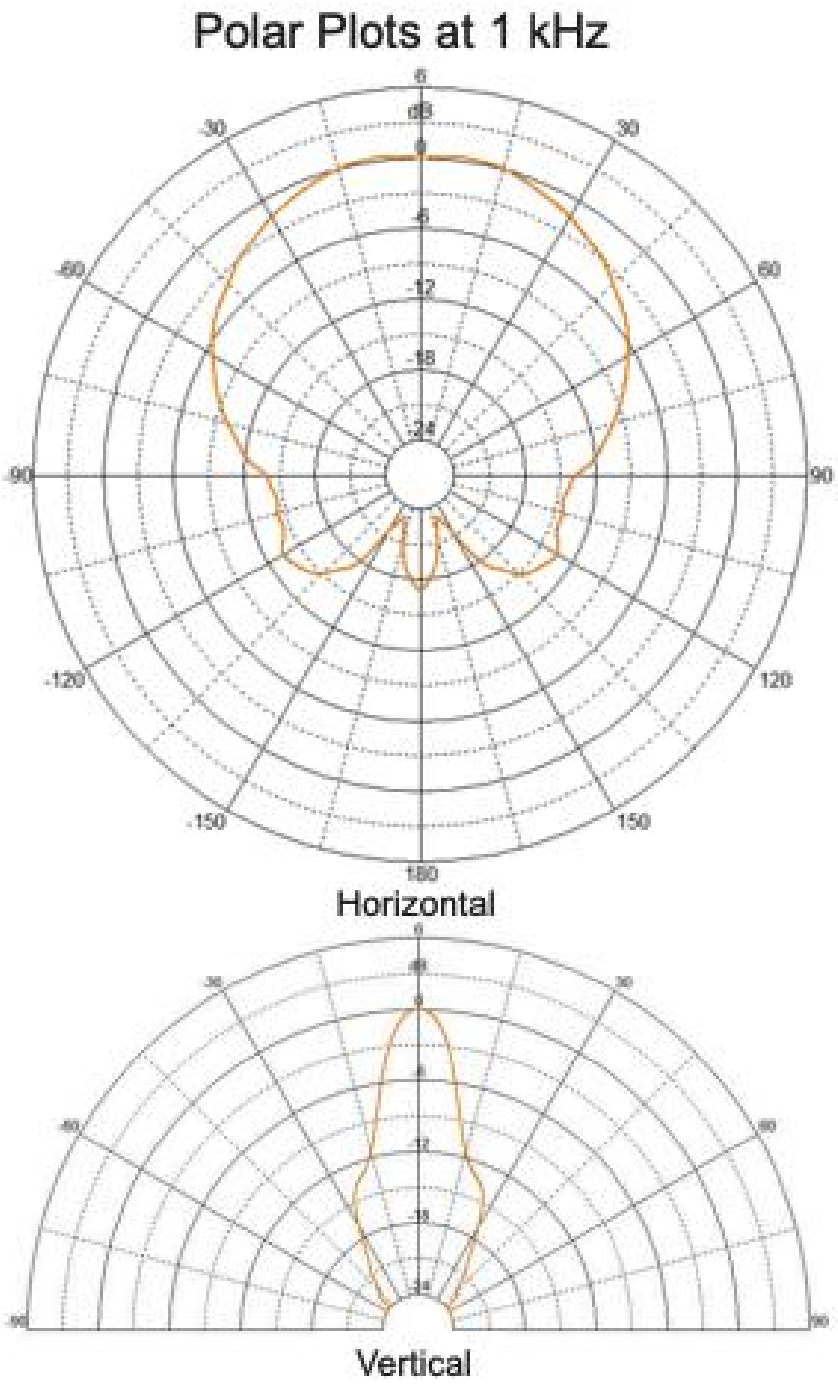
5.1 Installation Solution Options

HQE has developed the below solution for The City of Rolling Hills's considerations.

- **Installation Pole Solution:** The directional outdoor warning siren Installation utilizes the standard 50' poles mounted with the intelligible horns positioned in a directional configuration transmission position. The 50' pole allows the sound to be projected from a higher elevation. This allows for a greater coverage area which reduces overall equipment requirements.



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The above figures depict the intelligible voice and tone sound activation. The proposed solution has the highest intelligible voice and tone alerting on the market today. This ensures that the alerts activated will be understood from great distances.

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The highly intelligible voice and tone of sirens are key to providing the residents of the City with the proper coverage needed during an emergency. The following siren system has the most ideal intelligible voice and tone capabilities. In addition, the proposed control software and hardware have many advantages that provide the City with many features not found on other systems in the market today.



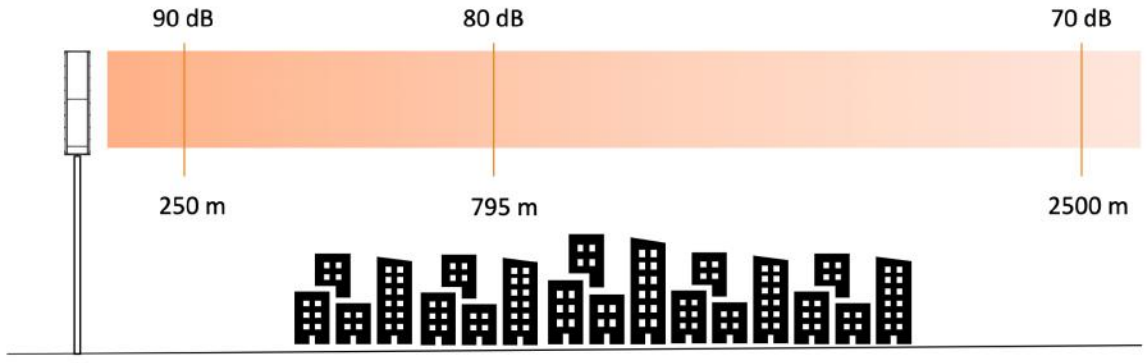
LS-30 128.5 dB at 1kHz/30W
30 Watt compact value loudspeaker for confined outdoor urban areas or indoor installations.

LS-60 134.5 dB at 1kHz/60W
60 Watt value line source loudspeaker. Produces 116.5dB at 1W/1m/1kHz and features enhanced output down to 300Hz for improved range.

LS-120 138 dB at 1kHz/120W
120 Watt high efficiency line source loudspeaker.

Produces 117dB at 1W/1m/1kHz and features enhanced output down to 300Hz for improved range and clarity.

LS-x120 Ranges – Ideal Conditions

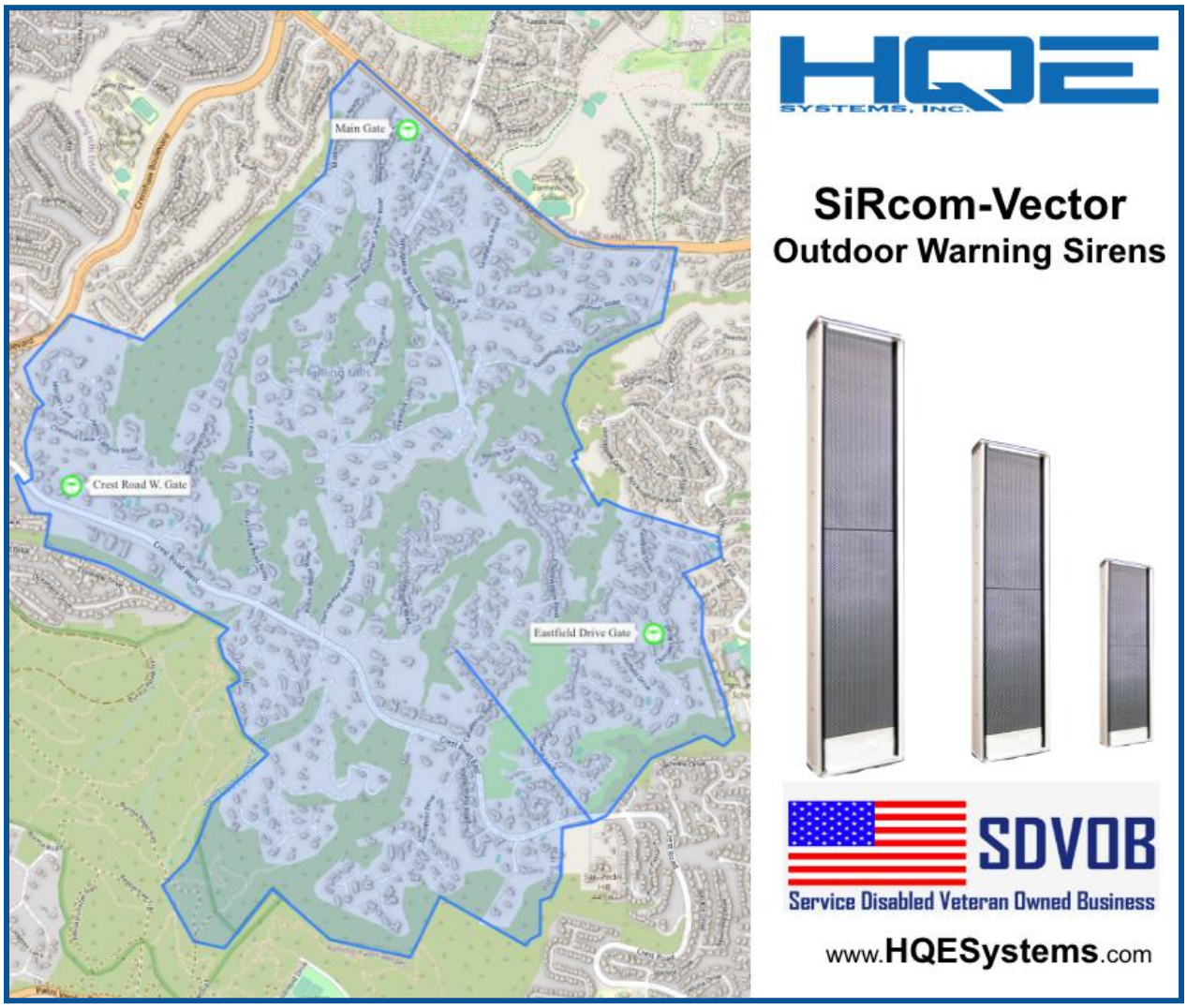


1x LS-120
- 138dB @ 1kHz
- 120W

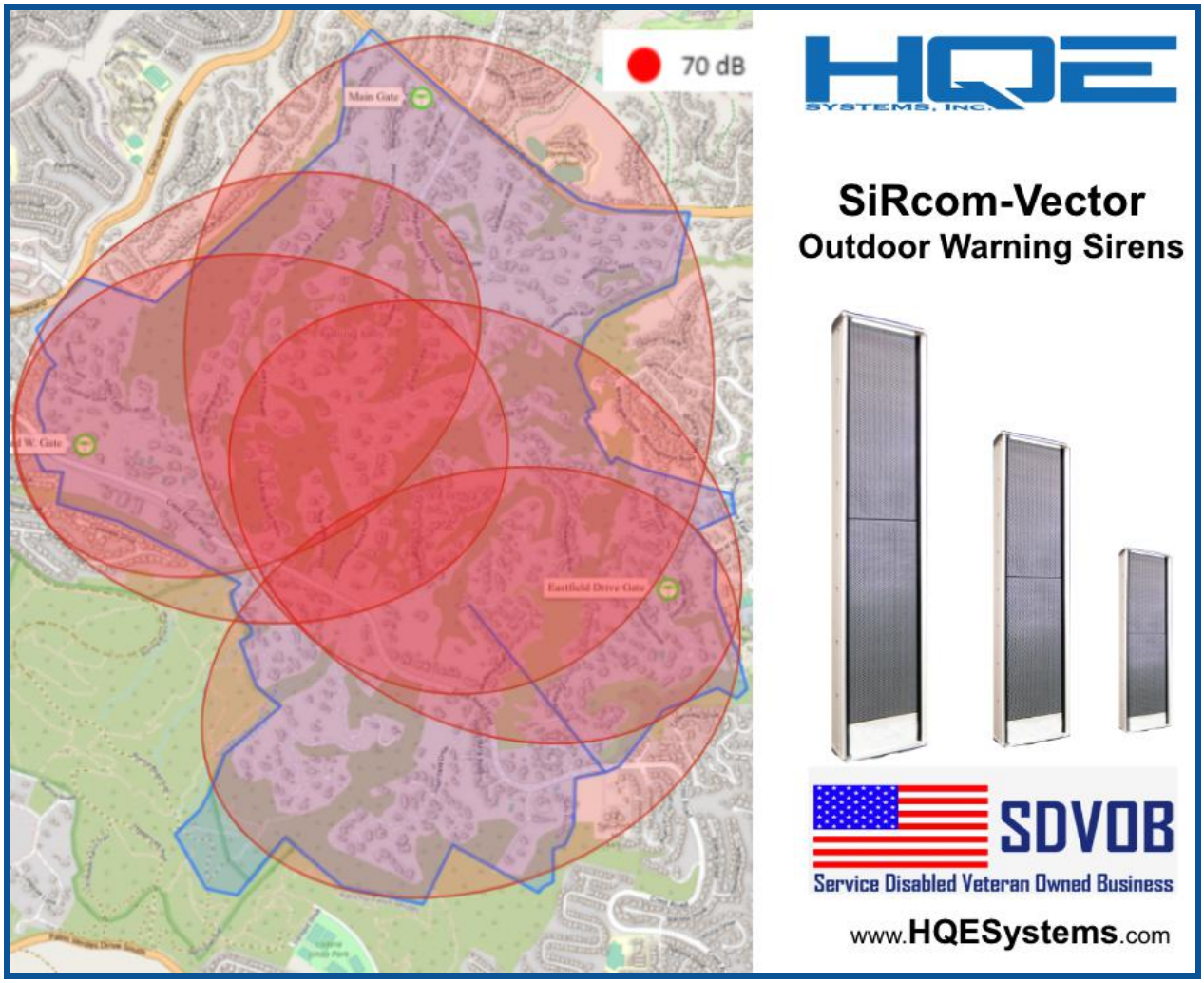
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5.2 Intelligible Voice & Tone Sound Coverage

The solution takes into consideration that the community desires to have a reliable intelligible voice and tone outdoor warning system. This option utilizes three (3) SiRcom Vector speaker directional mounted on standard 50’ poles to provide the required emergency alert notification coverage.



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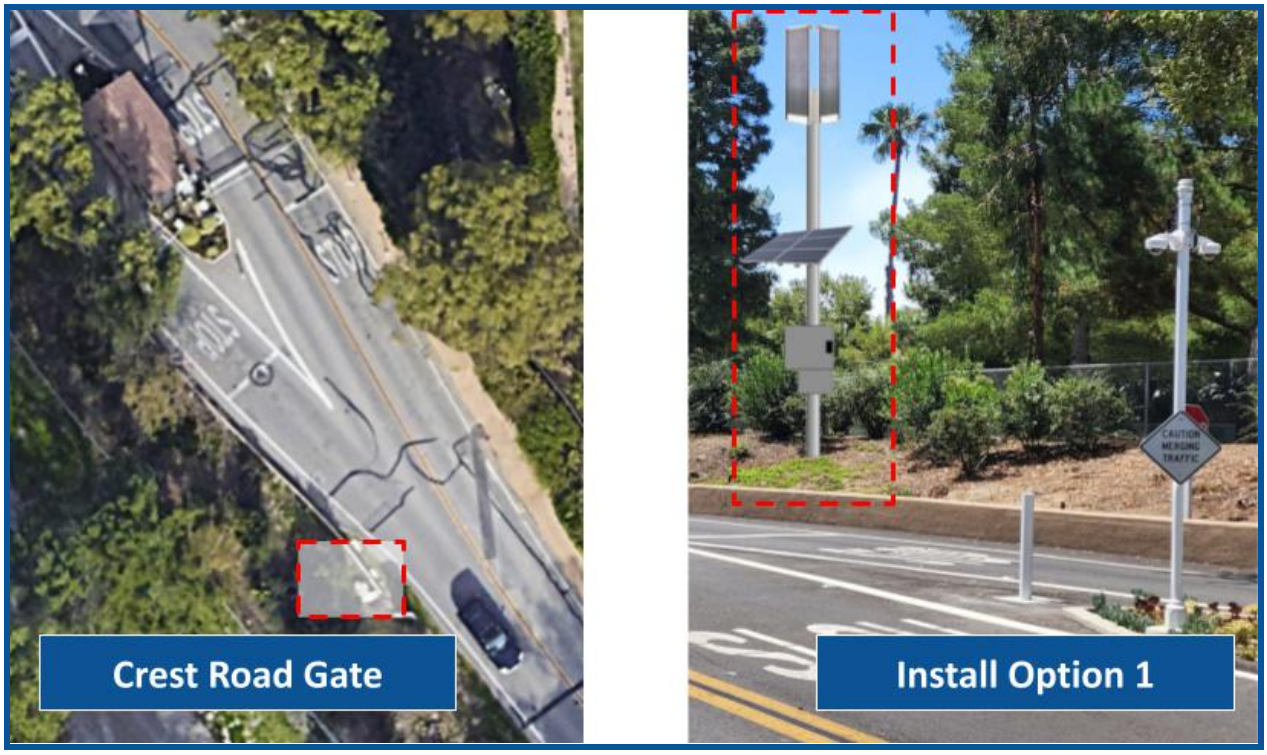


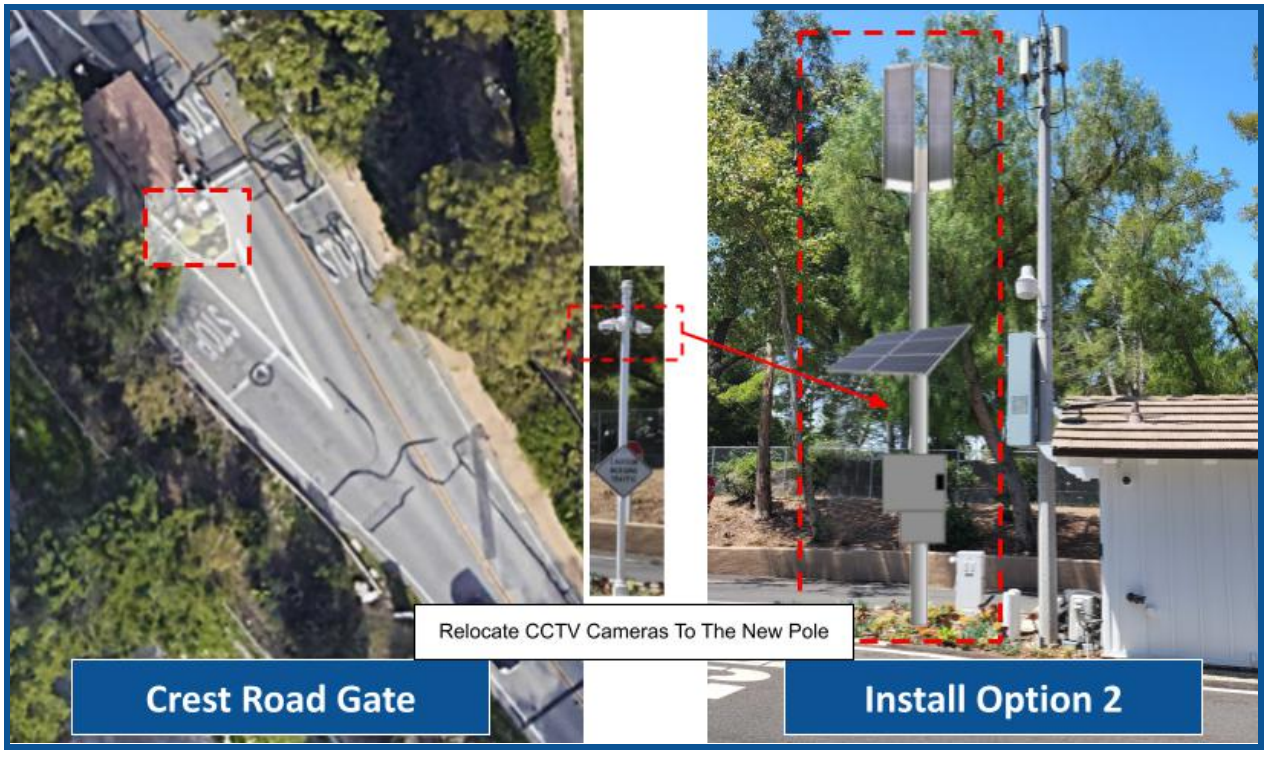
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5.3 Proposed Siren Installation Locations

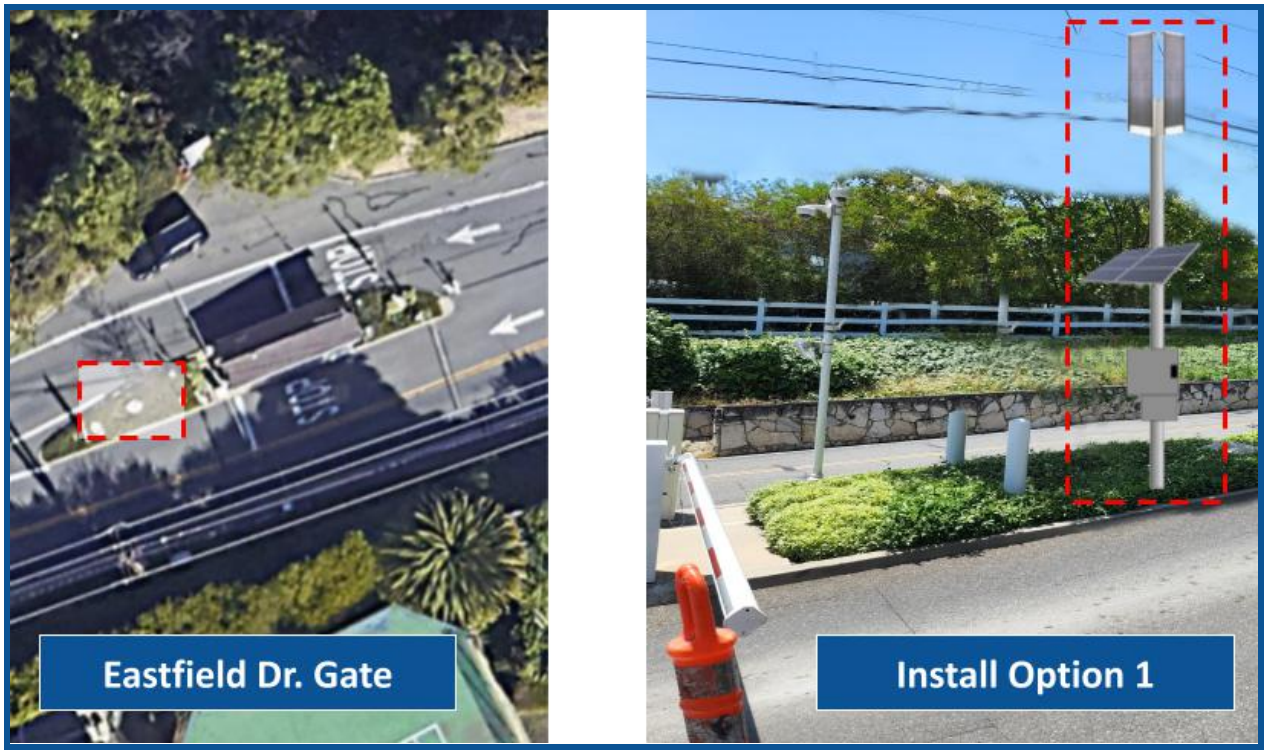


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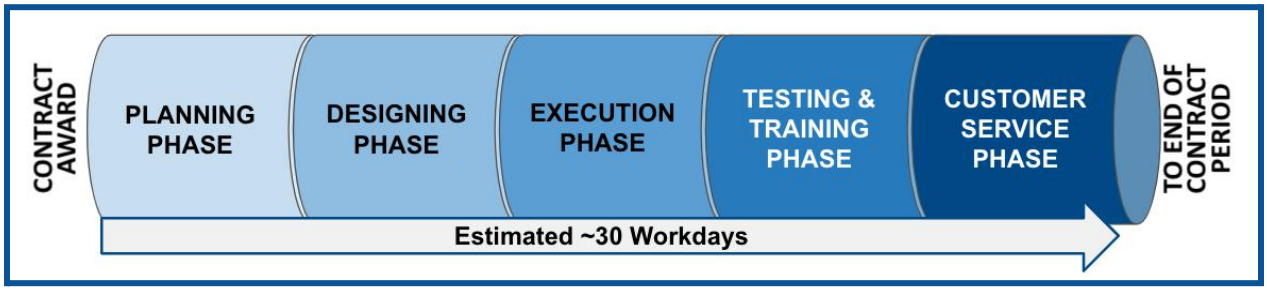


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5.4 Proposed Project Milestones & Package



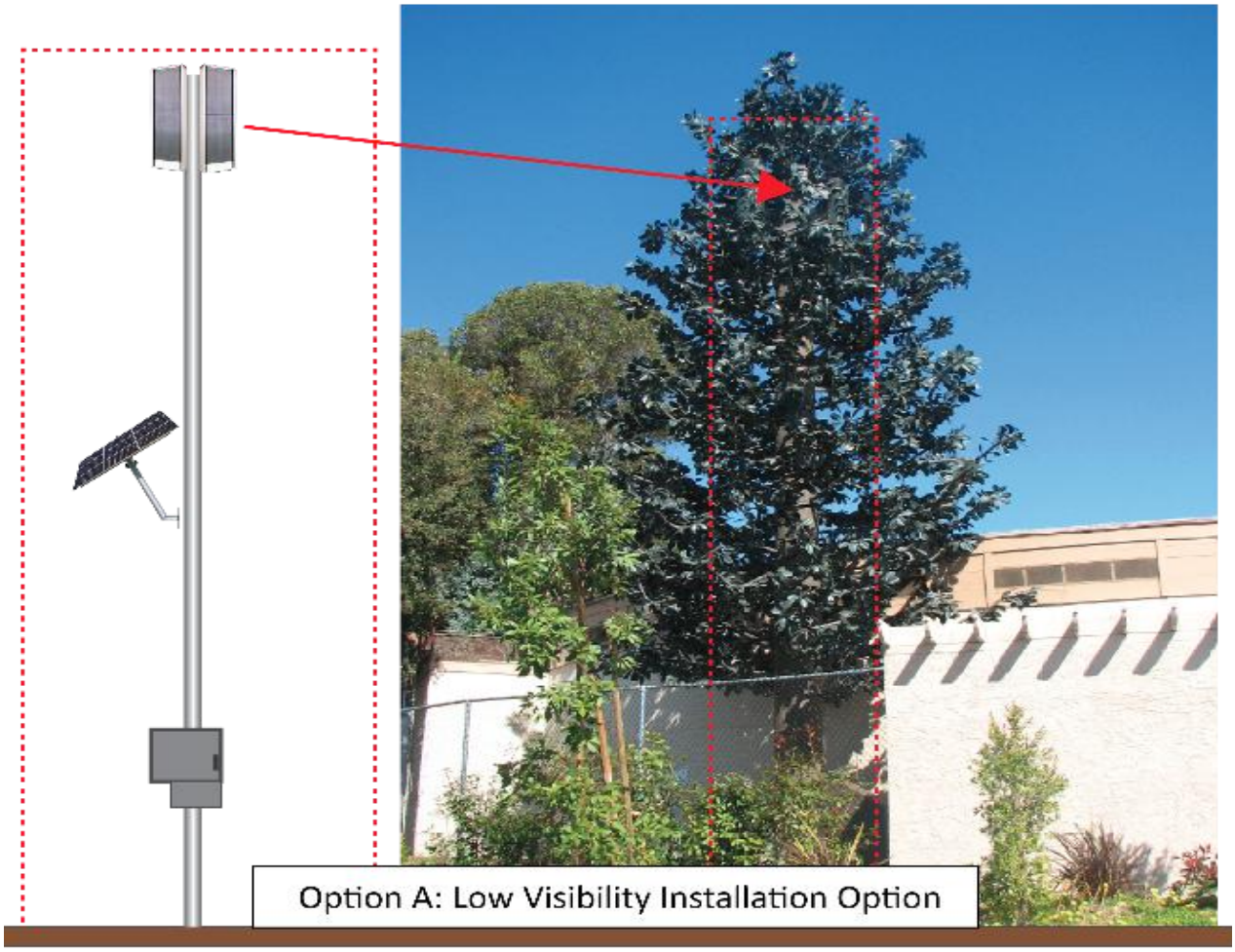
Equipment Required

- (1) SiRcom Central Control Unit (siren activation system)
  - Includes
    - (1) SiRcom SMART Alert Software (SiSA) - Annual Subscription
      - Perpetual License
      - Text-To-Speech Module
      - Auto-Foreign Language Translation Module
      - Electronic Alerting Module
        - Voice Calls
        - SMS Text
        - Emails
        - Social Media Posts
        - FEMA IPAWS
    - FEMA approved and certified software
    - SiRcom Central Controller Server (dell workstation)
    - LCD Monitor
    - Keyboard, Mouse, Mouse Pad
- (3) SiRcom Outdoor Warning Sirens With Vector Line Arrays
  - QTY 3: 139dB Intelligible Outdoor Warning Sirens
  - Mounted on 50' poles
  - Tree Facade (Option)
- (3) SiRcom Control Cabinets
  - Each Control Cabinet Includes
    - Secure Communications:
      - VHF Radio
      - Cellular Communications, SIM Service Perpetual
    - Power:
      - Primary: AC Power
      - 30 Days Power Backup: 220W Solar Power Module, 10 Year 12VDC Sealed Battery
    - Local Activation Module at each siren location

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5.5 Outdoor Warning Siren Pole Tree Facade (Option)

The following are HQE's proposed life-like tree facades can be offered as an option. The facades require little maintenance and will be installed by HQE.



Additional Low Visibility Tree Facade Covering Options





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5.6 Mobile Alert Expeditionary Unit (Si-MAX) Option

The SiRcom Mobile Alert Expeditionary Unit (Si-MAX) and the Mobile Alert Expeditionary Unit Lite (Si-MAX Lite) are two-way emergency mass notification devices.



Si-MAX Unit operates on the SiRcom SMART Alert Software (SiSA). All of the features found on the standard SiSA Emergency Alert Menu will be available on the Si-MAX display. This ensures that any authorized user can access, draft, and transmit emergency notifications while on the move. Si-MAX will communicate the alert message via any WiFi, Cellular, or VHF communications network (annual service cost not included in the proposal pricing).

Key Features of the SiRcom Mobile Alert Expeditionary Unit (Si-MAX)

- Control Features

Alert All Outdoor Sirens	10” Digital Color Display	Touch Screen
Easy To See In Daylight	Digital Keyboard	Secure Log-In
Encrypted Software	Integrated Speaker	GPS Tracking
Continuous SOS Signal	Camera & Mic	

- Power

110VAC (House Power)	12VDC (Car Outlet)	Internal 20 Hour Battery
Solar Battery Panel (Option)		

- Communications

WiFI (Local Internet)	Cellular (4G/5G)	Radio (VHF/UHF)
NFC	Bluetooth	RFID

- Commercial Info

MSRP $2995 / EA	1 YR Warranty	Free Updates

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Si-MAX Lite is a two-way emergency communications device that each residential home can possess. The Si-MAX Lite can be plugged into the resident's home power while not in use. Once an emergency alert notification is transmitted by the local emergency managers and received by the Si-MAX Lite Unit, the resident can take the Si-MAX Lite Unit with them to maintain real-time situational awareness as the emergency event progresses. This device also allows each resident to transmit a GPS signal that can be tracked by The City of Rolling Hills's emergency managers during the emergency. This feature can assist The City of Rolling Hills's emergency response team in getting to the resident quickly to provide assistance or to ensure they are on the safest path out of the danger area. (Not included in the proposal pricing)

Key Features of the SiRcom Mobile Alert Expeditionary Unit (Si-MAX)

- Control Features

3.5" Digital Color Display	Rugged Screen	Easy To See In Daylight
Easy Navigation Button	All Environments	Encrypted Software
Integrated Speaker	GPS Tracking	Continuous SOS Signal

- Power

110VAC (House Power)	12VDC (Car Outlet)	Internal 7 Hour Battery
Solar Battery Panel (Option)		

- Communications

WiFI (Local Internet)	Cellular (4G/5G)	Radio (VHF/UHF)
NFC	Bluetooth	RFID

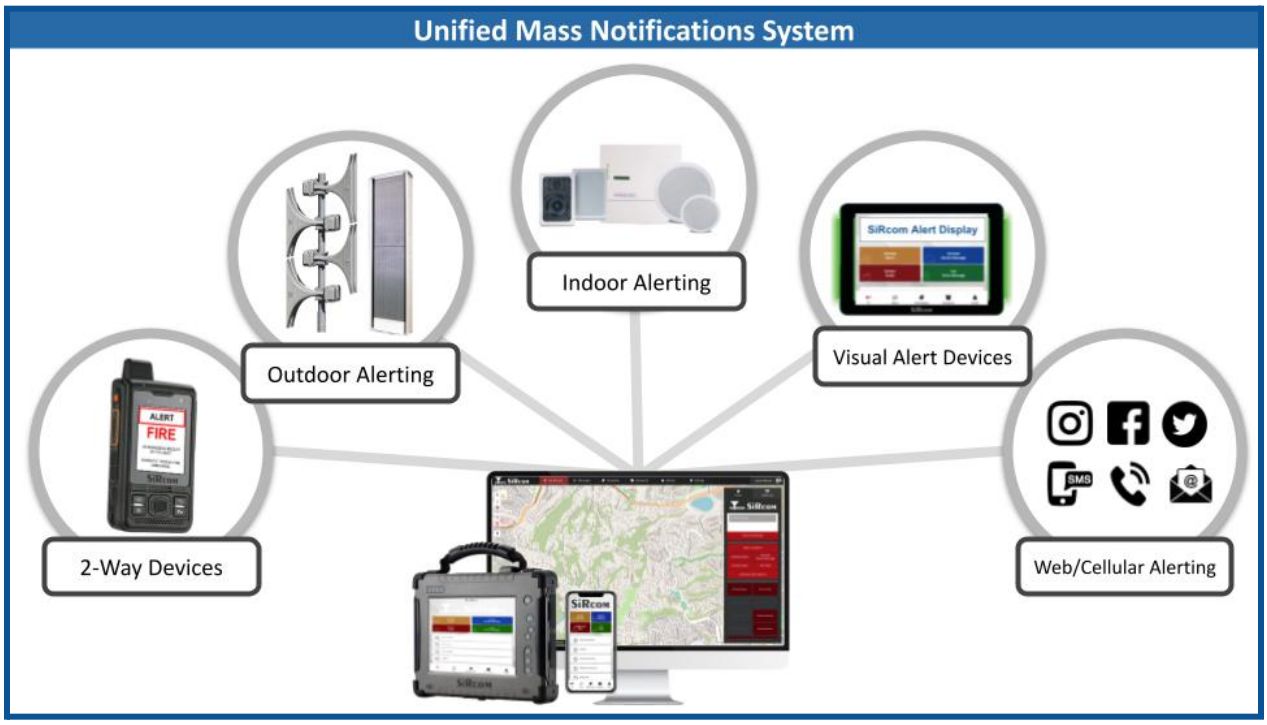
- Commercial Info

MSRP $495 / EA	1 YR Warranty	Free Updates

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6.0 Conclusion of Report

HQE is pleased to conclude this report for The City of Rolling Hills. However, The City of Rolling Hills faces several challenges that were identified by HQE; the solutions being proposed are to mitigate all of the challenges. The report proposes the ideal unique outdoor warning systems installation solution for the City. The solution was designed and proposed after careful analysis of the strengths and weaknesses of the current options in the market today. The SiRcom Mass Notifications System allows The City of Rolling Hills to meet the initial mass alerting requirements and to scale later with any indoor alerting and security systems integrations that the City may require. This proposed solution is genuinely a capability that will allow The City of Rolling Hills to install a solution that will not be outdated due to the modern unified mass notifications system design.



The proposed Mass Notifications System is the world's most comprehensive solution, with multiple redundant alerting channels pre-built into the system. The SiRcom SMART Alert System enables The City of Rolling Hills to provide the desired emergency response alerting if the power or cellular communications have failed. It is a Fully Certified Federal Emergency Management Agency (FEMA) System. The Unified Mass Notifications System solution ensures that The City of Rolling Hills can maximize the resources available in the mission to Save Lives and Protect Property. The unified solution doesn't rely on a single network but on a family of networks to ensure that when the Emergency System is required to perform its purpose, even in the event of power outages, the system WILL WORK!

The proposed solution will provide The City of Rolling Hills with the solution to mitigate the risks faced by the City and Counties of California in the infamous 2020 wildfires. In addition to the actual installation options for the outdoor warning system, HQE would suggest a community outreach program that would allow the residents of the community to talk directly with Mass Notification Systems experts. This will allow The City of Rolling Hills to help the residents better understand why the solution is so important for the life safety program of The City of Rolling Hills.

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Thank You For Your Continued Support of HQE Systems, Inc.

A Minority Owned, FEMA Certified Service Disabled Veteran Owned Small Business

FULLY CERTIFIED & APPROVED BY:

DEPARTMENT OF DEFENSE

FEMA

End of Mass Notifications System Installation Report

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City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.A
Mtg. Date: 09/12/2022

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: **CONSIDER FUEL LOAD REDUCTION MAINTENANCE IN THE PHASE THREE AND FOUR AREAS BY THE PALOS VERDES PENINSULA LAND CONSERVANCY.**

DATE: **September 12, 2022**

BACKGROUND:
On August 22, 2022, Cris Sarabia of the Palos Verdes Peninsula Land Conservancy (PVPLC) gave a presentation on the actions taken to reduce fuel load on Conservancy property located south of the City's boundaries. At the conclusion of the presentation, the City Council asked Mr. Sarabia to return with information on further maintenance.

DISCUSSION:
PVPLC proposed four phases for fuel load reduction work in the Palos Verdes Nature Preserve south and southwest of the City's boundaries.

Phase 1 implemented approximately 18 acres of fuel load reduction maintenance for $34,200. Of the 18 acres, 2 acres of previously removed acacia areas were monitored for regrowth (and treated), and 16 acres of mustard and non-native grasses were mowed. All sites had biological monitoring surveys done before any work was implemented. Phase 1 was started in 2019 with follow-up maintenance for $12,000 annually for three years from 2020-2022.

Phase 2 implemented approximately 15 acres of fuel load reduction maintenance for $50,000. Of the 15 acres, 1 acre of previously removed acacia areas were monitored for regrowth (and treated), and 14 acres of mustard and non-native grasses were mowed. All sites had biological monitoring surveys done before any work was implemented. Phase 2 was started in 2020 with follow-up maintenance for $20,800 annually for three years from 2021-2023.

Phase 3 was completed in the fall of 2021 and implemented a pproximately 7.5 acres of fuel load reduction for $87,000. Of the 7.5 acres, 2 acres were acacia removal and 5.5 acres were mowing of mustard and non-native grasses. The site is currently being monitored for acacia regrowth. All sites had biological monitoring surveys done before any work was implemented. Phase 3 was started in 2021 with follow-up maintenance for $14,000 in 2022.

Phase 4 was proposed in the winter of 2021 and implements 7 acres of fuel load reduction, including 1.5 acres of acacia removal and 5.5 acres of mustard and non-native grass mowing. Phase 4 costs $34,900 and was completed in the late spring 2022.

Cost Proposal
PVPLC proposes a one-year maintenance schedule for 2023 for the Phase 1, 3, and 4 areas in the amount of $33,500.

- Phase 1 maintenance mowing for approximately 18 acres: $7,500
- Phase 3 maintenance mowing for approximately 7.5 acres: $13,000
- Phase 4 maintenance mowing for approximately 7 acres: $13,000
- One-time project total: **$33,500**

It should be noted that the City had previously agreed to maintenance in the Phase 2 area in 2023 for $20,800.

Analysis
In previous presentations to the City Council, PVPLC discussed its strategy to prevent Mustard regrowth in the Land Conservancy area. The first step is to continuously remove the plant prior to seed drop. This removal should occur for a period of three to five years. Following seed management, replanting the areas with native species would further prevent re-growth.

The City has already spent $70,200 for initial and maintenance service for the Phase 1 area. This includes an initial cost of $34,200 in 2019, and maintenance costs of $12,000 per year for three years between 2020-2022. According to Mr. Sarabia, the vegetation in the Phase 1 area is thin and it would be possible to skip general maintenance service for a year at the Council's discretion. Maintenance in the following years is often not as intense as the first few years. The area could be reevaluated in upcoming years to see if general maintenance is needed. Since predicting vegetation regrowth is based on a number of factors including annual rainfall, seed dispersal, and the amount of seeds in the area, determining the amount of regrowth is difficult and should be monitored on a regular basis.

Staff recommends that maintenance for Phase 1 be skipped in 2023 as it is more important to follow through with maintenance service in Phase 3 and 4. If approved, 2023 will be the second year of maintenance service for Phase 3 and the first year of maintenance service for Phase 4 for a total cost of $26,000.

FISCAL IMPACT:
The General Fund paid a total of $206,100 for the completed initial work for Phases 1, 2, 3, and 4. Three year (2020-2022) maintenance program for the Phase 1 costs $12,000/per year or $36,000. Three year (2021-2023) maintenance program for Phase 2 costs $20,800/per year or $62,400. One year (2022) maintenance cost for Phase 3 costs $14,000. Since 2019, the City has committed $318,500 for initial and maintenance costs for fuel reduction in the Nature Preserve areas.

The current proposal is for $26,000 for maintenance in the Phase 3 and 4 areas for 2023. The City had previously committed to 2023 maintenance service in the Phase 2 area for $20,800. The total cost for 2023 maintenance in the Phase 3 and 4 areas plus Phase 2, which the City

has already committed, is $46,800.

RECOMMENDATION:
Staff recommends that the City Council invest in the maintenance costs for 2023 for the Phase 3 and 4 areas for a total of $26,000 and direct staff to work with PVPLC and the City Attorney's office on a contract amendment.

ATTACHMENTS:
PVPLC Reducing Fuel Load Project Maintenance RH 2023.pdf
PVPLC Reducing Fuel Load Project Update -2022.pdf
Fuel Load Reduction Phase 4 Presentation.pdf
4th_Amendment.pdf
3rd_Amendment.pdf
2nd_Amendment.pdf
1st_Amendment.pdf
PVP Land Conservancy Agreement_2019-11-15.pdf

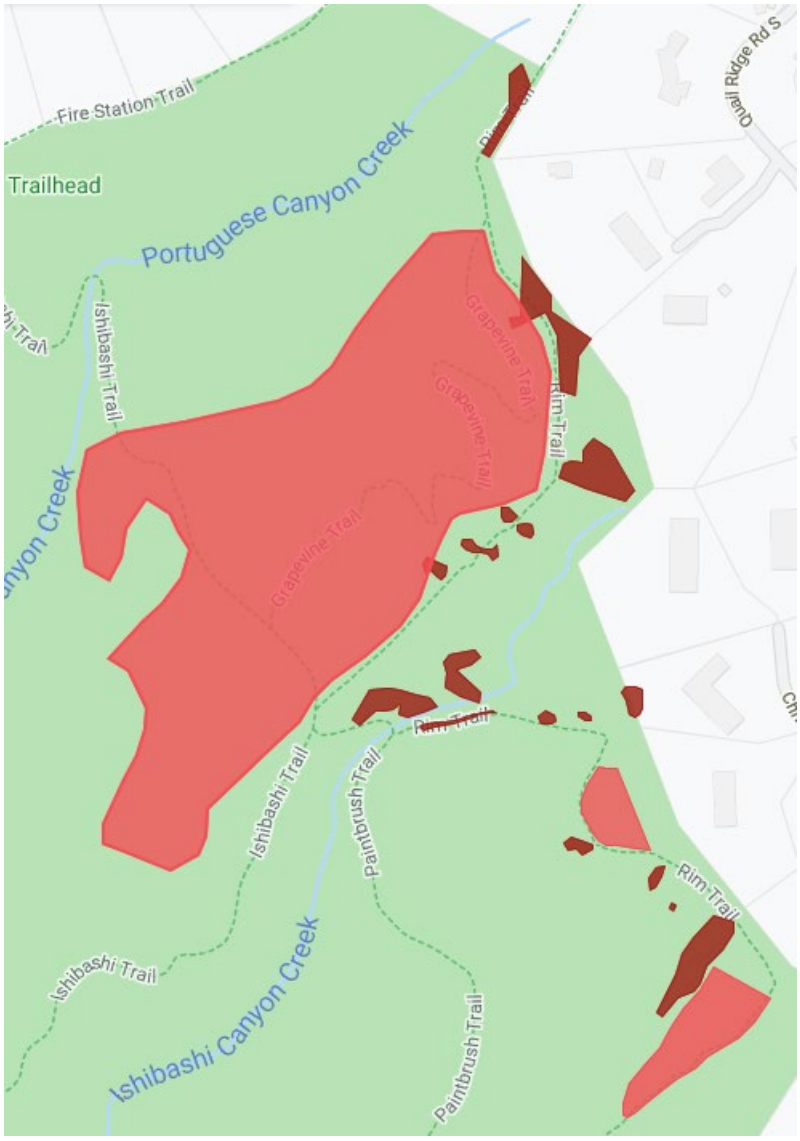
Proposal to the City of Rolling Hills
Fuel Load Reduction in 2023
(Phases 1, 3, and 4 Maintenance)

Submitted by the Palos Verdes Peninsula Land Conservancy

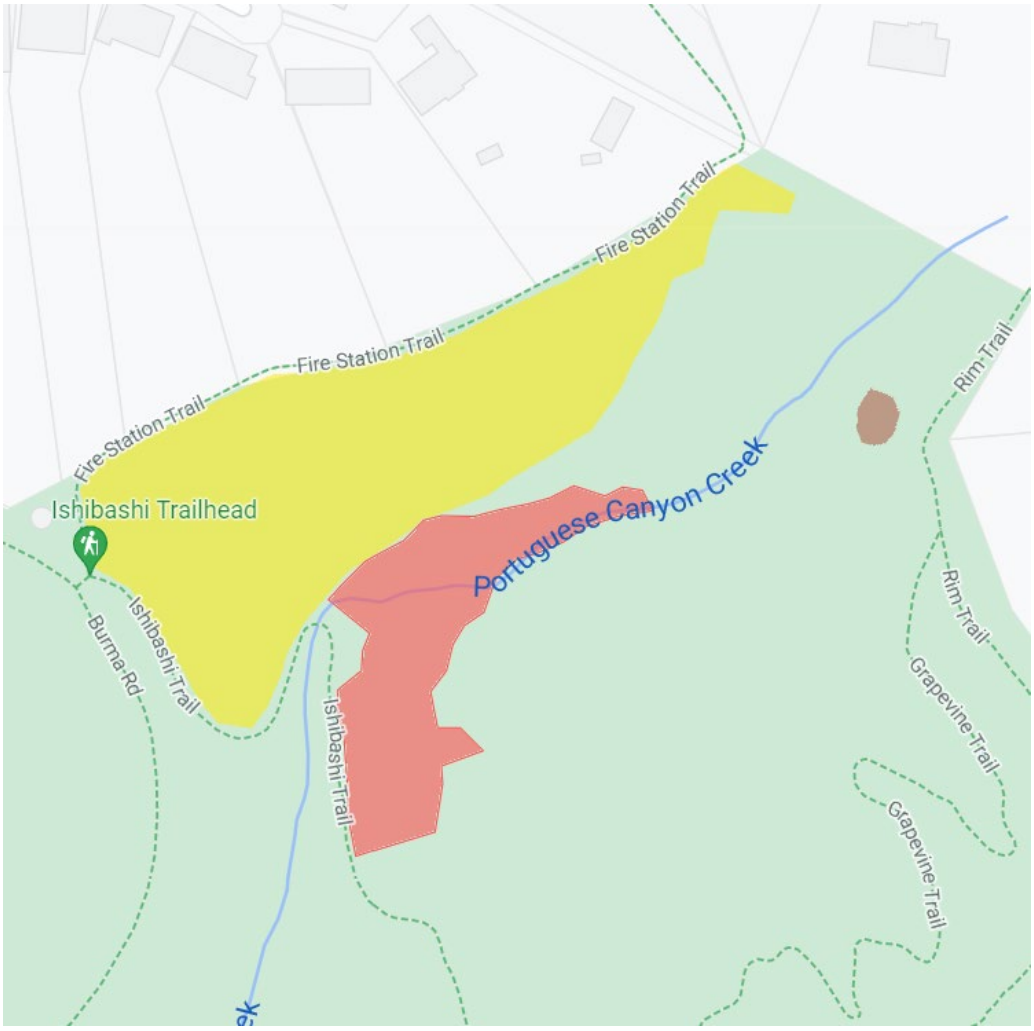
The Palos Verdes Peninsula Land Conservancy (Conservancy) is intimately aware of the fire concerns on the Palos Verdes Peninsula, and continues to discuss measures to reduce fire risk with the four peninsula cities. Conservancy staff members continue to work with City of Rolling Hills staff to implement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

This proposal outlines the potential areas for this 2023 maintenance work of areas previously cleared of acacia and mowed of mustard and other non-native species. **This proposal outlines phase 1, 3, and 4 as part of maintenance for the 2023 work for one-time grant from the city up to $33,500**. Phase 2 will be cleared as part of the previously agreed upon terms.

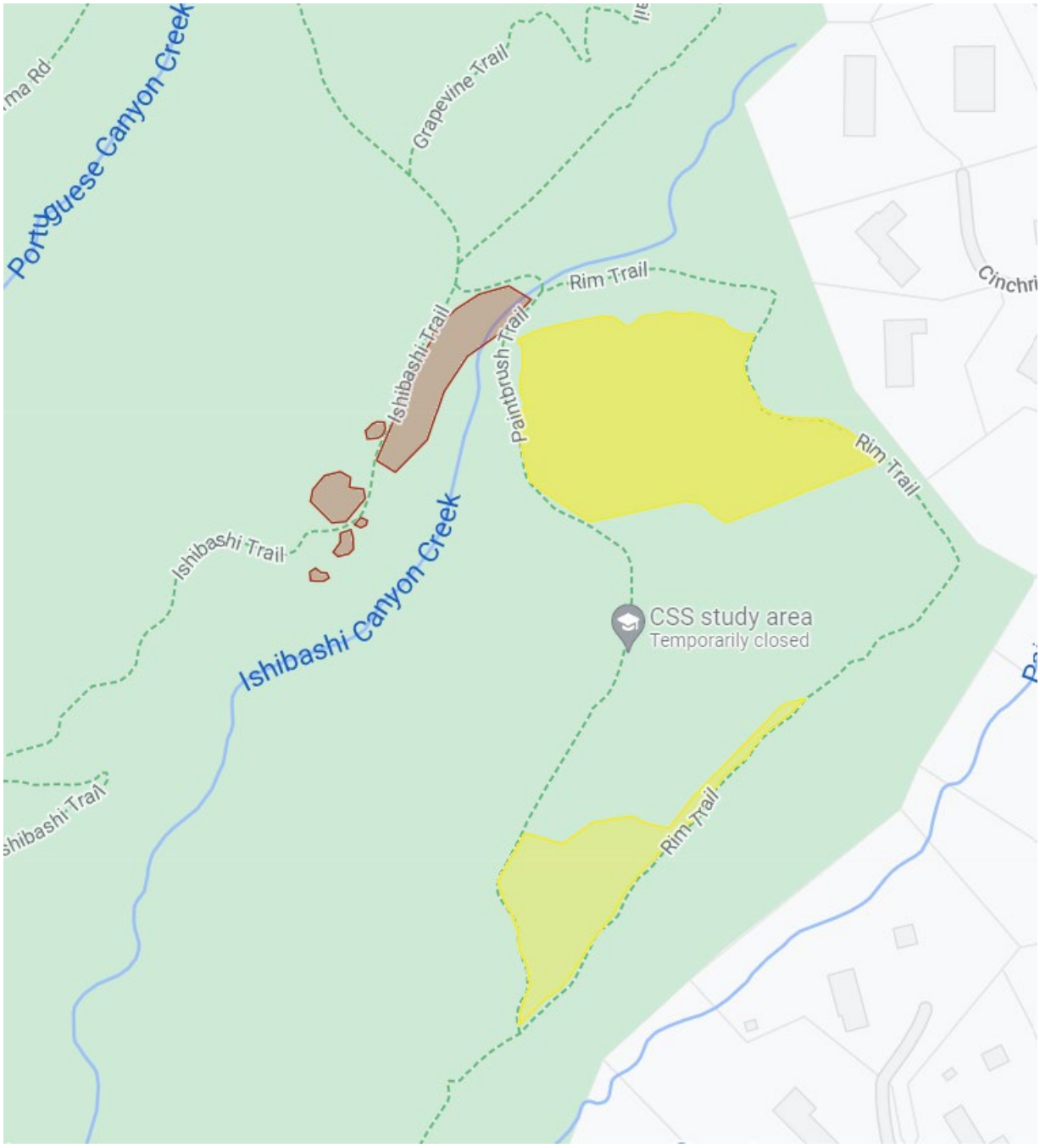
Phase I


Fire Station Trail
Trailhead
Portuguese Canyon Creek
Ishibashi Trail
Grapevine Trail
Rim Trail
Paintbrush Trail
Ishibashi Canyon Creek
O'Neill Ridge Rd S

Phase 3


Fire Station Trail
Fire Station Trail
Fire Station Trail
Rim Trail
Ishibashi Trailhead
Portuguese Canyon Creek
Burma Rd
Ishibashi Trail
Ishibashi Trail
Rim Trail
Grapevine Trail
Grapevine Trail

Phase 4


Portuguese Canyon Creek
Grapevine Trail
Rim Trail
Ishibashi Trail
Paintbrush Trail
Rim Trail
Ishibashi Trail
Ishibashi Canyon Creek
CSS study area
Temporarily closed
Rim Trail

Budget

The budget reflects a typical maintenance mowing project within the preserve with minimal disturbance to native habitat and to the surrounding vegetation, following NCCP/HCP protocols. Careful mowing proposed in this project, increase the habitat value for the federally threatened coastal California gnatcatcher and cactus wren, a state species of concern, as well as other native species while providing public benefit. These costs reflect the estimated time it would take the contractors to complete the project using hand tools and machinery and oversight and bird monitoring by Conservancy biologists to assure that best management practices are implemented (ie. minimization and avoidance measures such as nesting bird surveys are required by the NCCP/HCP) as well coordination with Rancho Palos Verdes and Rolling Hills city staff.

Project	**Acres**	**Budget**
Phase 1 Maintenance Mowing	~18	$7,500
Phase 3 Maintenance Mowing	~7.5	$13,000
Phase 4 Maintenance Mowing	~7	$13,000
One-time Project Total		**$33,500**

Update on Fuel Load Reduction

2022

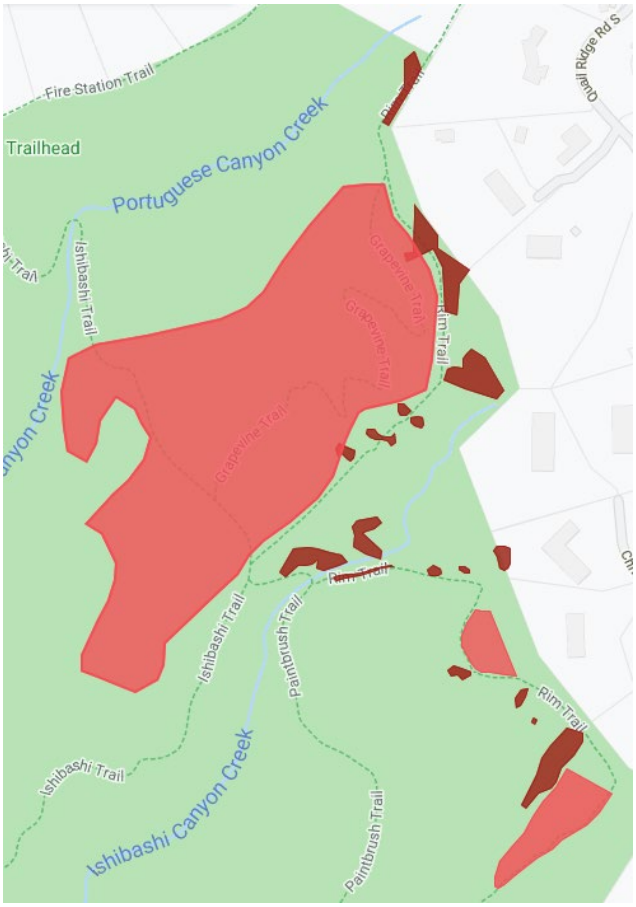
Submitted by the Palos Verdes Peninsula Land Conservancy

In the winter of 2021, The Palos Verdes Peninsula Land Conservancy (Conservancy) proposed a fourth phase of fuel load reduction work in the Palos Verdes Nature Preserve abutting the City of Rolling Hills. The fourth phase was completed in the late spring of 2022 and this document serves as a report and update of the work completed, including phase one, two and three, which were completed in the spring of 2022.



Phase 1

Approximately 18 acres of fuel load reduction maintenance were implemented. Of the 18 acres, 2 acres of previously removed acacia areas were monitored for regrowth (and treated) and 16 acres of mustard and non-native grasses were mowed. All sites had biological monitoring surveys done before any work was implemented.



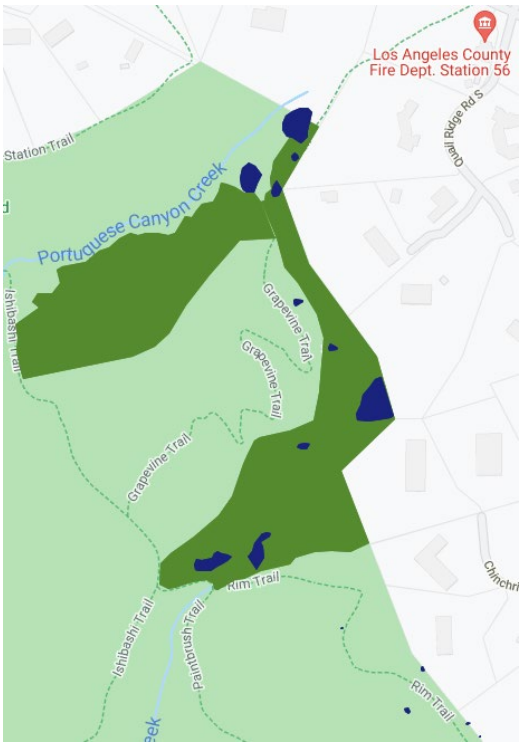
Mowed areas in pink. Monitored areas in red



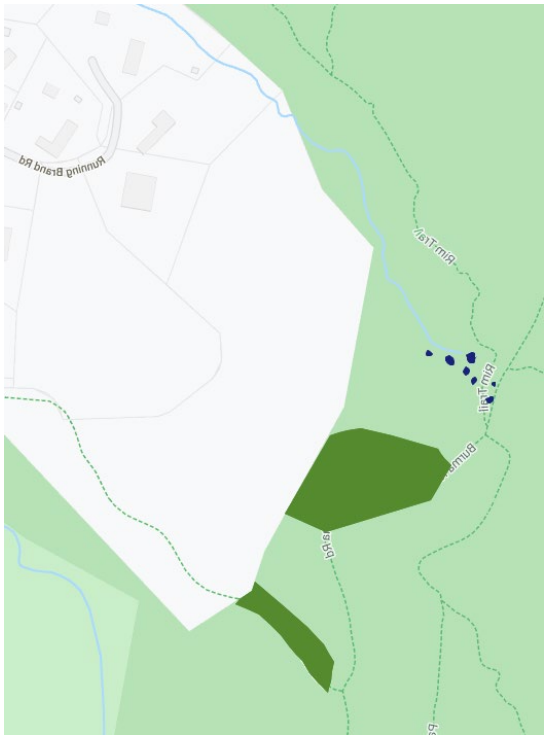




Phase 2
Approximately 15 acres of fuel load reduction maintenance were implemented. Of the 15 acres, 1 acre of previously removed acacia areas were monitored for regrowth (and treated) and 14 acres of mustard and non-native grasses were mowed. All sites had biological monitoring surveys done before any work was implemented.



Mowed areas in green. Monitored areas in dark blue


Mowed areas in green. Monitored areas in dark blue





Phase 3

Approximately 7.5 acres of fuel load reduction were implemented. Of the 7.5 acres, 2 acres were Acacia removal and 5.5 acres were mowing of mustard and non-native grasses. The site is currently being monitored for Acacia regrowth. All sites had biological monitoring surveys done before any work was implemented.



Acacia Removal Site in Red Polygon and Mowing in Blue Polygon











Phase 4

Approximately 7 acres of fuel load reduction were implemented. Of the 7 acres, 1.5 acres were Acacia removal and 5.5 acres were mowing of mustard and non-native grasses. The site is currently being monitored for Acacia regrowth. All sites had biological monitoring surveys done before any work was implemented.


Portuguese Canyon
Rim Trail
Cinchring Rd
Ishibashi Trail
Paintbrush Trail
Rim Trail
Ishibashi Trail
Ishibashi Canyon Creek
Paintbrush Trail
Paintbrush Canyon
Ishibashi Trail
Rim Trail
Wrangler Rd
Portuguese Bend











Rolling Hills Fuel Load Reduction

Palos Verdes Peninsula Land Conservancy
2022 Report

Cris Sarabia
Conservation Director

Overview

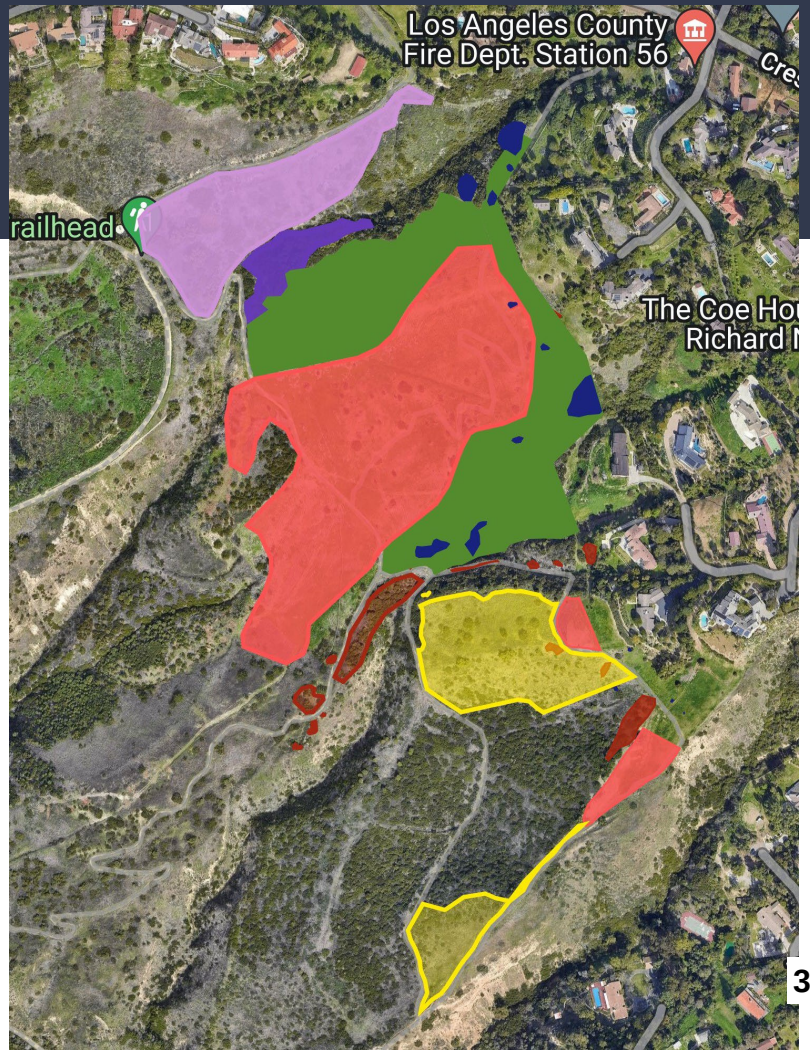
2022

Phase 1 – Mowing Maintenance and Regrowth Monitoring and Treatment

Phase 2 – Mowing Maintenance and Regrowth Monitoring and Treatment

Phase 3 – Mowing Maintenance and Regrowth Monitoring and Treatment

Phase 4 – Initial Mowing and Invasive Acacia Removal



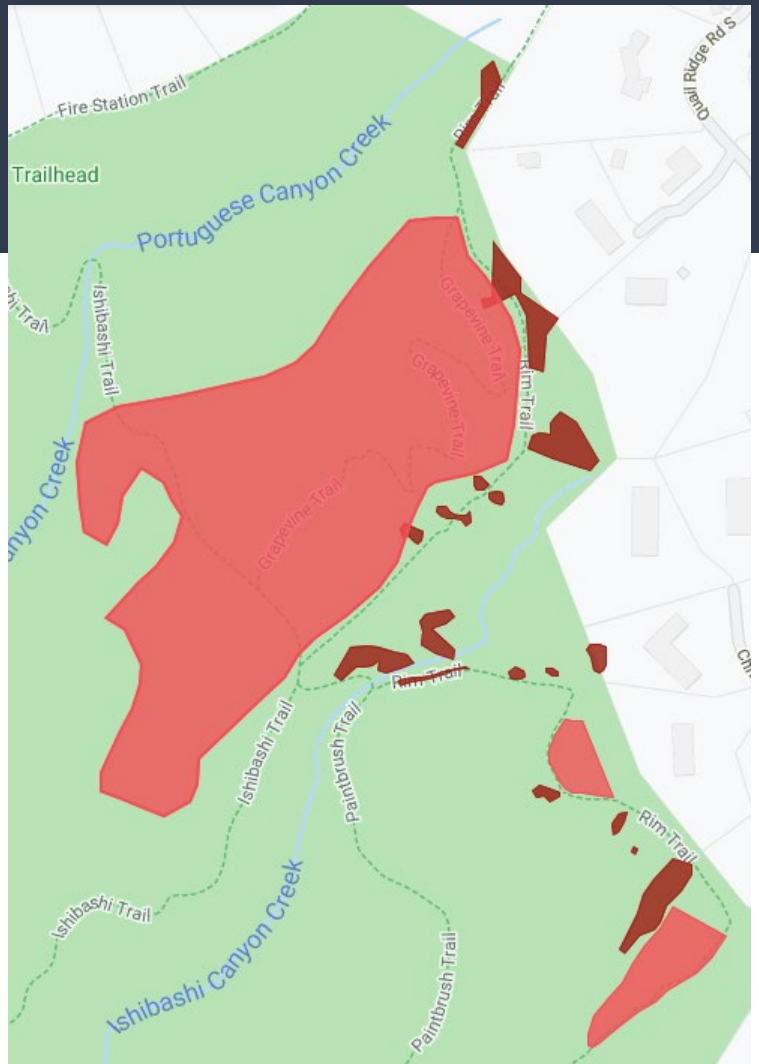


Phase 1

June 2022

Started in 2019 and 2022 will be final year of mowing

2 acres of Acacia
16 acres of mowing



Phase







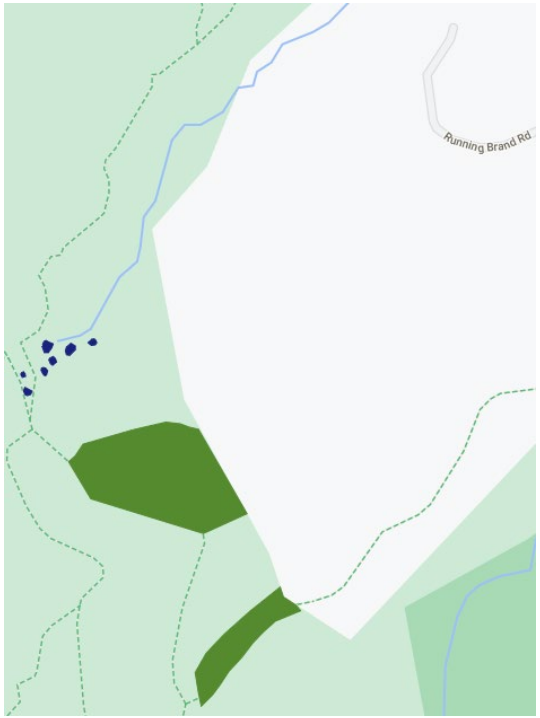


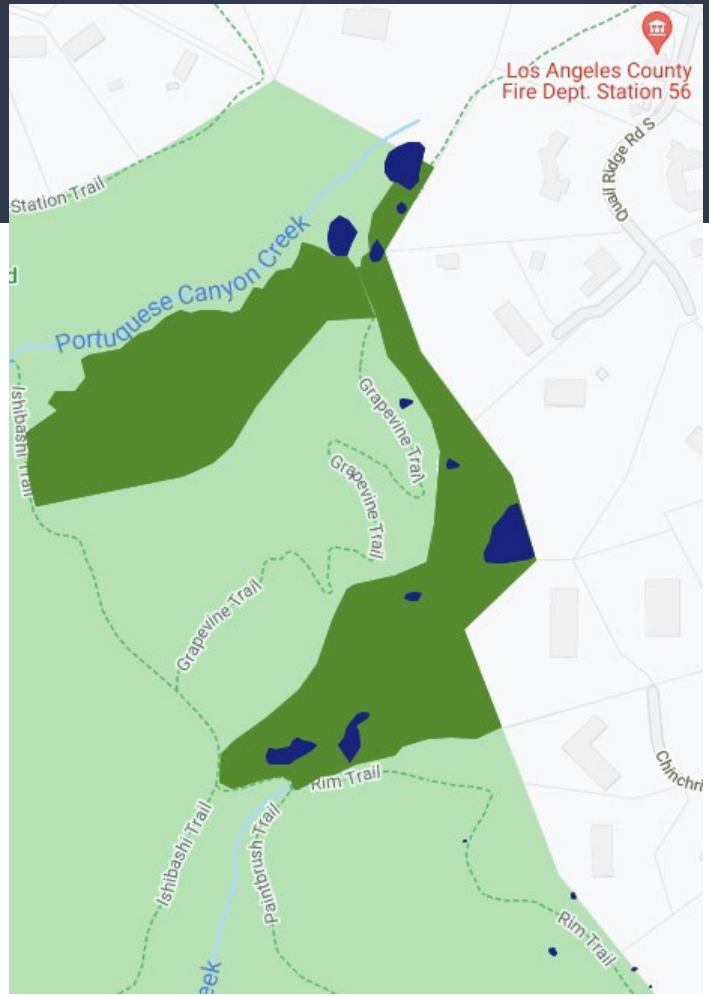
Phase 2

June 2022

Started in 2020 and 2023
will be final year of mowing

1 acres of Acacia
15 acres of mowing











Phas



Phas



Phase 3

June 2022

Started in 2021

2 acres of Acacia
5.5 acres of mowing

Maintenance consisted of Mowing and surveying for acacia.



Phase 3



Phase 3



Phase 3



Phase 3









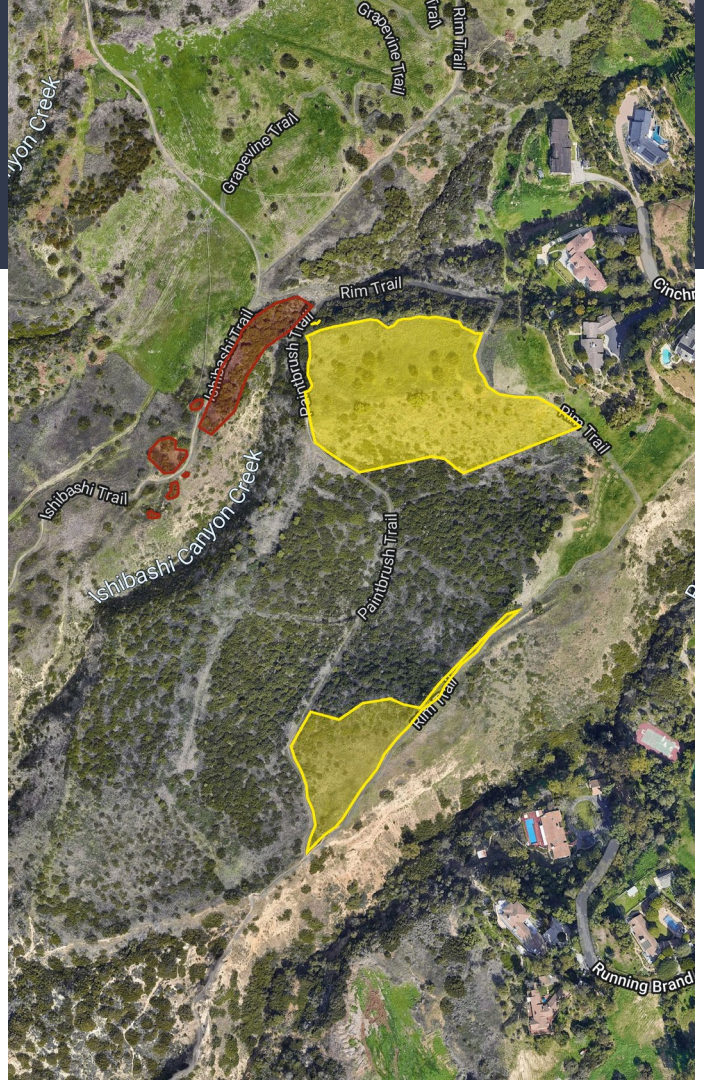
Phase 4

June 2022

5.5 Acres of mowing

1.5 Acres of Acacia removal

No plan for future maintenance























CITY OF ROLLING HILLS

FOURTH AMENDMENT TO AGREEMENT FOR FIRE FUEL ABATEMENT

THIS FOURTH AMENDMENT TO AGREEMENT FOR FIRE FUEL ABATEMENT is made and entered into as of April 25, 2022 by and between the **CITY OF ROLLING HILLS,** a municipal corporation ("City") and the **PALOS VERDES PENINSULA LAND CONSERVANCY,** a California public benefit corporation ("Conservancy").

RECITALS

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

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

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

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

E. City and Conservancy entered into a Second Amendment to Agreement for Fire Fuel Abatement dated July 13, 2021 to expand the scope of work and add funds for the expanded scope of work (the "Second Amendment"). In 2021, the City paid Conservancy the fixed sum of $119,800.

F. On February 28, 2022, City and Conservancy entered into a Third Amendment to Agreement for Fire Fuel Abatement to expand the scope of work for phase III maintenance in 2022 and add funds for the expanded scope of work (the "Third Amendment").

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

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

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

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

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

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

B. In 2022, City shall pay Conservancy for the services described in Exhibit A (Second Supplemental) and Exhibit A (Third Supplemental) $72,600 for mowing services ($37,800 for annual mowing services and $34,800 for follow up mustard mowing services) and $9,100 for acacia cutting and chipping for a total amount not to exceed $81,700, representing the total compensation for all work, labor, equipment, materials and expenses incurred by Conservancy in 2022. Conservancy shall submit an invoice to City upon completion of the services and the City will make payment within 10 days of the close of the month in which work was performed.

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

D. Prevailing Wage. Conservancy or its contractor shall abide be the minimum prevailing rate of wages as determined by the State of California, Department of Industrial Relations for each craft, classification, or type of workman employed to carry out provisions of

the Agreement. During the term of this Agreement, Conservancy shall keep on file sufficient evidence of its employee compensation to enable verification of compliance of Prevailing Wages as established by State of California, Department of Industrial Relations.

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Third Amendment to be executed by setting hereunto their names, titles, hands, and seals this 25th day of April 2022.

CONSERVANCY: _____

Cris Sarabia, Conservation Director
(Title)

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

Attested: _____
Christian Horvath, City Clerk of the City of Rolling Hills

Date: 5/4/22

EXHIBIT A
(THIRD SUPPLEMENTAL)

Proposal to the City of Rolling Hills
Fuel Load Reduction in 2022

(Phase 4 Revised)

Submitted by the Palos Verdes Peninsula Land Conservancy

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

This proposal outlines the potential areas for this extra 2022 work. The areas identified in Portuguese Bend Reserve include the areas abutting and leading into Rolling Hills in Portuguese Canyon, Ishibashi Canyon and Paintbrush Canyon. **In total, an approximate 6.5 acres are proposed for fuel load reduction in the Preserve. This work can be completed in less than 4 weeks by simultaneously removing Acacia and mowing dry brush in order to complete this work in a timely manner during fire season. For these additional efforts, the Conservancy requests a one-time grant from the city up to $34,900 for the proposed work outlined herein.** The Conservancy understands the city's timing considerations and would be prepared to begin the work as soon as funding is made available.

The Conservancy has identified the priority removal of tall Acacia shrubs due to their combustible nature (Acacia shrub contain an estimated 90% dry plant matter and volatile resins) and their prevalence throughout the Preserve and border areas. The locations for the proposed Acacia removal were chosen due to prior fires occurring in those areas, proximity to homes and risk to the community as well as the ecological benefits of invasive plant removal. Fire agencies agree that Acacia is a highly flammable plant and that it should be removed wherever possible. It was included as a high-hazard plant in the L.A. County Fire Department's recently published "Ready!

Set! Go!" pamphlet. This proposal also includes the removal of other non-native shrubs and trees like Chinese Pistache, Myoporum and Ash trees. Mustard when dry, continues to be a high fire risk species. The continued expansion of mowing areas is also included in this proposal.

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

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

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

Acacia Removal
Approximately 1 acre

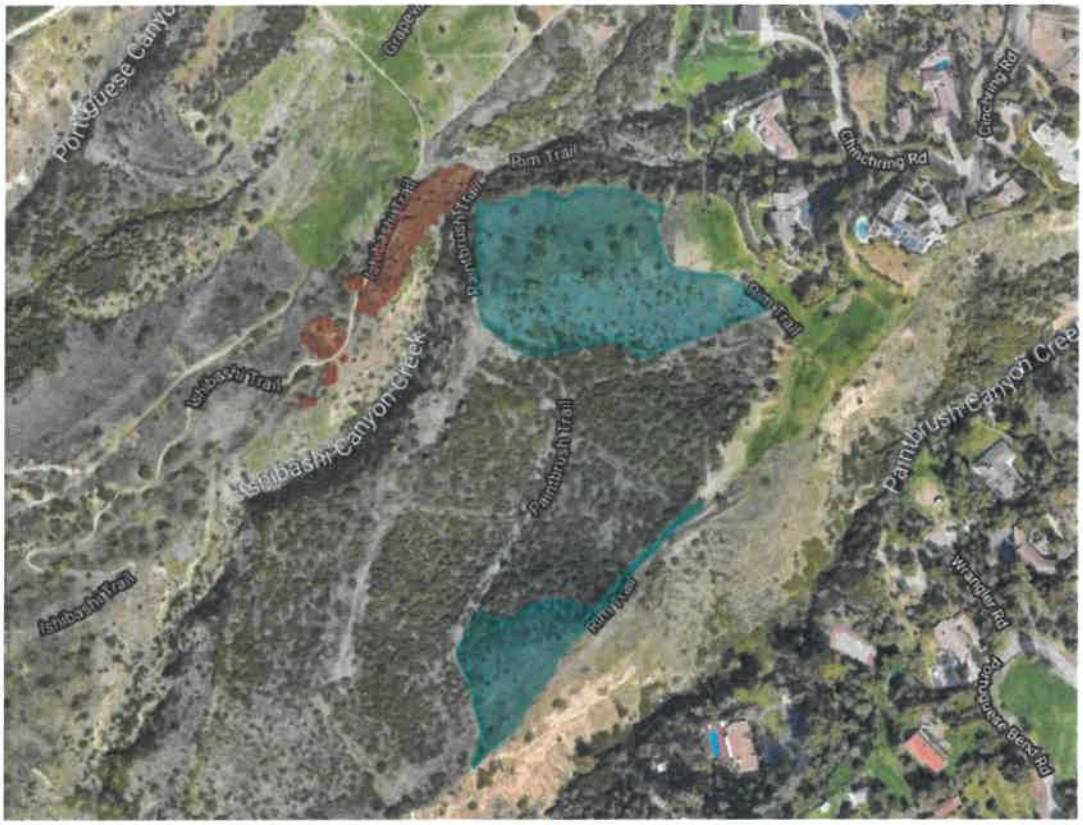
These Acacia removal sites are situated in the northern portion of Portuguese Bend Reserve along the border with the city of Rolling Hills. A fire occurred at this location in 2009 burning approximately 230 acres. Much of the vegetation was burned, including the non-native Acacia, which has since begun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

It is recommended that crews enter the area on foot as possible and remove shrubs with chainsaws and lighter equipment. Trees should be chipped in designated areas and treated to prevent regrowth. The site will be monitored for seed germination and removal.

The Acacia throughout this area totals approximately 1 acre. This site is known habitat of the federally threatened coastal California gnatcatcher and the cactus wren, a state species of concern as well as other species of concern.

Mowing Area
Approximately 5.5 acres

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



Acacia Removal Site in Red Polygon, Mowing Sites in Blue

Budget

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

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

Project	Acres	Budget
Acacia Cutting and Chipping	~1	$9,100
Mowing of mustard	~5.5	$25,800
One-time Project Total	**~6.5**	**$34,900**

Other Project Considerations

This project is a worthwhile investment into the long-term benefit of the communities adjacent to the open space and wildlife within. While more costly per acre to implement new, labor-intensive work than annual fuel modification weed whacking efforts, removing Acacia and other non-native trees is a positive, visible impact to the landscape and a one-time project cost to the City in these target areas. This is unlike areas of mustard which, while needed to reduce fire threat, require annual treatment and ongoing maintenance costs. To help ensure that this investment is successful, the Conservancy recommends annual monitoring of areas to prevent regrowth. This project strategy is supported by the Fire Department, which has identified Acacia removal as a priority effort to reduce fire fuel load in the Preserve. This project is also responding to the nearby community requests to respond to nuisance Acacia and mustard near homes on the Preserve border.

Community Partnerships

As part of the Conservancy's collaborative approach, we partner with various organizations to complete projects and provide various benefits to the community. If the timing and logistics are appropriate, we would work with some of our partner organizations to add to the costs savings. We work with the Los Angeles Zoo and Botanical Gardens which accept fresh Acacia greenery for the enhancement of their animal's physical and mental health. We will save many of the straight long branches from the Acacia tree for delineation of trails and to provide ground snags for lizards and insects. We also have a partnership with the local schools that offer woodworking classes for instructional teaching. Lastly, if the material does not contain seeds, we will use the chipped wood as a mulch in fuel modification zones to keep weeds down into the future.

The Conservancy will also engage the local colleges with applicable internships which allow students to gain a better understanding of the natural world, resource management and gain experience to prepare to enter the workforce. Thousands of hours of intern assistance with projects have been logged and counting. By engaging these students who span from across the globe, we are creating a lasting experience and leaving a lasting impression of the great natural habitat that exists on the peninsula.

Currently the Conservancy is hosting an Americorp team and if schedule permits, the team will assist with this project.

Potential for Restoration and Supplemental Work

As these projects are completed, the cleared land can provide opportunity for habitat restoration and enhancement. A species that is potentially applicable to many of the local habitat types of Palos Verdes, is our local cactus. While no plant is fireproof, there are certain characteristics which make some plants more resistive to fire, such as cactus. Where applicable cactus can be

planted and maintained until establishment, if supplemental funding is available. Mature cactus holds a mutual relationship with the cactus wren, a state species of concern, since the cacti needles protect young nestlings from predators, providing the best habitat.

To make a larger impact, the Conservancy typically plants mature cactus that is appropriate for immediate nesting, giving us more value per dollar spent. The approximate cost for planting and maintaining a 1 acre cactus restoration project over a 5 year span is approximately $30,000, and the Conservancy would be pleased to provide a restoration plan for lands along the Rolling Hills border of the Preserve for the benefit of community and wildlife.

CITY OF ROLLING HILLS

THIRD AMENDMENT TO AGREEMENT FOR FIRE FUEL ABATEMENT

THIS THIRD AMENDMENT TO AGREEMENT FOR FIRE FUEL ABATEMENT is made and entered into as of February 28, 2022 by and between the **CITY OF ROLLING HILLS,** a municipal corporation ("City") and the **PALOS VERDES PENINSULA LAND CONSERVANCY,** a California public benefit corporation ("Conservancy").

RECITALS

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

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

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

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

E. City and Conservancy entered into a Second Amendment to Agreement for Fire Fuel Abatement dated July 13, 2021 to expand the scope of work and add funds for the expanded scope of work (the "Second Amendment"). In January 2022, the City paid Conservancy the fixed sum of $119,800.

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

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

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

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

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

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

B. In 2022, City shall pay Conservancy $46,800 for mowing services ($12,000 for annual mowing services and $34,800 for follow up mustard mowing services), representing the total compensation for all work, labor, equipment, materials and expenses incurred by Conservancy in 2022. Conservancy shall submit an invoice to City upon completion of the services and the City will make payment within 10 days of the close of the month in which work was performed.

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

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

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Third Amendment to be executed by setting hereunto their names, titles, hands, and seals this 28th day of February 2022.

CONSERVANCY: _____

Cris Sarabia, Conservation Director
(Title)

CITY: _____

Elaine Jeng, City Manager of the City of Rolling Hills

Attested: _____

Christian Horvath, City Clerk of the City of Rolling Hills

Date: 3/7/22

CITY OF ROLLING HILLS

SECOND AMENDMENT TO AGREEMENT FOR FIRE FUEL ABATEMENT

THIS SECOND AMENDMENT TO AGREEMENT FOR FIRE FUEL ABATEMENT is made and entered into as of 13th of July, by and between the **CITY OF ROLLING HILLS,** a municipal corporation ("City") and the **PALOS VERDES PENINSULA LAND CONSERVANCY,** a California public benefit corporation ("Conservancy").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Second Amendment to be executed by setting hereunto their names, titles, hands, and seals this 13 day of July, 2021.

CONSERVANCY: Adrienne Mohan

Executive Director
(Title)

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

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

Date: July 13, 2021

EXHIBIT A

SCOPE OF WORK (SUPPLEMENTAL)

Fuel Load Reduction in 2021

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

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

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

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

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

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

Acacia Removal
Approximately 2 acres

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

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

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



Acacia Removal Site in Red Polygon

Mowing Area
Approximately 5.5 acres

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



Mowing Area in Blue Polygon

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

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

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

CITY OF ROLLING HILLS

FIRST AMENDMENT TO AGREEMENT FOR FIRE FUEL ABATEMENT

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

RECITALS

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

B. City and Conservancy now desire to enter into this First Amendment to Agreement for Fire Fuel Abatement to expand the scope of work and increase the cost to include additional areas of work and work days for acacia and non-native shrub/tree removal and mustard mowing services (the "First Amendment").

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

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

1. City and Conservancy agree to 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. Section 2 "Compensation" of the Agreement is amended to read as follows:

A. City shall pay Conservancy the fixed sum of $50,000 for the first project of acacia and non-native shrub/tree removal and mustard mowing services rendered by _____ pursuant to this Agreement, and $28,800 per year for follow up mustard mowing services performed in years 2020, 2021 and 2022, representing total compensation for all work, labor, equipment, materials and expenses incurred by Conservancy. Conservancy shall submit an invoice to City upon completion of the services described in Exhibit A and the City will make payment within 10 days of the close of the month in which work was performed.

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

3. 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 for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this First Amendment to be executed by setting hereunto their names, titles, hands, and seals this 08 day of June, 2020.

CONSERVANCY: Adrienne Mohan

Executive Director
(Title)

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

Attested: _____
Yolanda Coronel, City Clerk of the City of Rolling Hills

Date: 6/08/2020

EXHIBIT A

SCOPE OF WORK

Proposal to the City of Rolling Hills

Fuel Load Reduction in 2020

Submitted by the Palos Verdes Peninsula Land Conservancy

Updated May 15, 2020

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

This proposal outlines the potential areas for this extra 2020 work. The areas identified in Portuguese Bend Reserve include the areas abutting Rolling Hills between Portuguese Canyon and Klondike Canyon. **In total, 15 acres are proposed for fuel load reduction in the Preserve. This work can be completed in 5-7 weeks by simultaneously contracting with multiple companies for Acacia removal and dry brush mowing in order to complete this work in a timely manner during fire season. For these additional efforts, the Conservancy requests a one-time grant from the city up to $50,000 for the proposed work outlined herein.** The Conservancy understands the city's timing considerations and would be prepared to begin the work as soon as funding is made available.

The Conservancy has identified the priority removal of tall Acacia shrubs due to their combustible nature (Acacia shrub contain an estimated 90% dry plant matter and volatile resins) and their prevalence throughout the Preserve and border areas. The locations for the proposed Acacia removal were chosen due to prior fires occurring in those areas, proximity to homes and risk to the community as well as the ecological benefits of invasive plant removal. Fire agencies agree that Acacia is a highly flammable plant and that it should be removed wherever possible. It was included as a high-hazard plant in the L.A. County Fire Department's recently published "Ready! Set! Go!" pamphlet. This proposal also includes the removal of other non-native shrubs and trees like Chinese Pistache and Myoporum as well as the limbing up of 3 Pine trees. Mustard when dry, continues to be a high fire risk species. The continued expansion of mowing areas is also included in this proposal.

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

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

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

Acacia and other Non-Native Shrub/Tree Removal

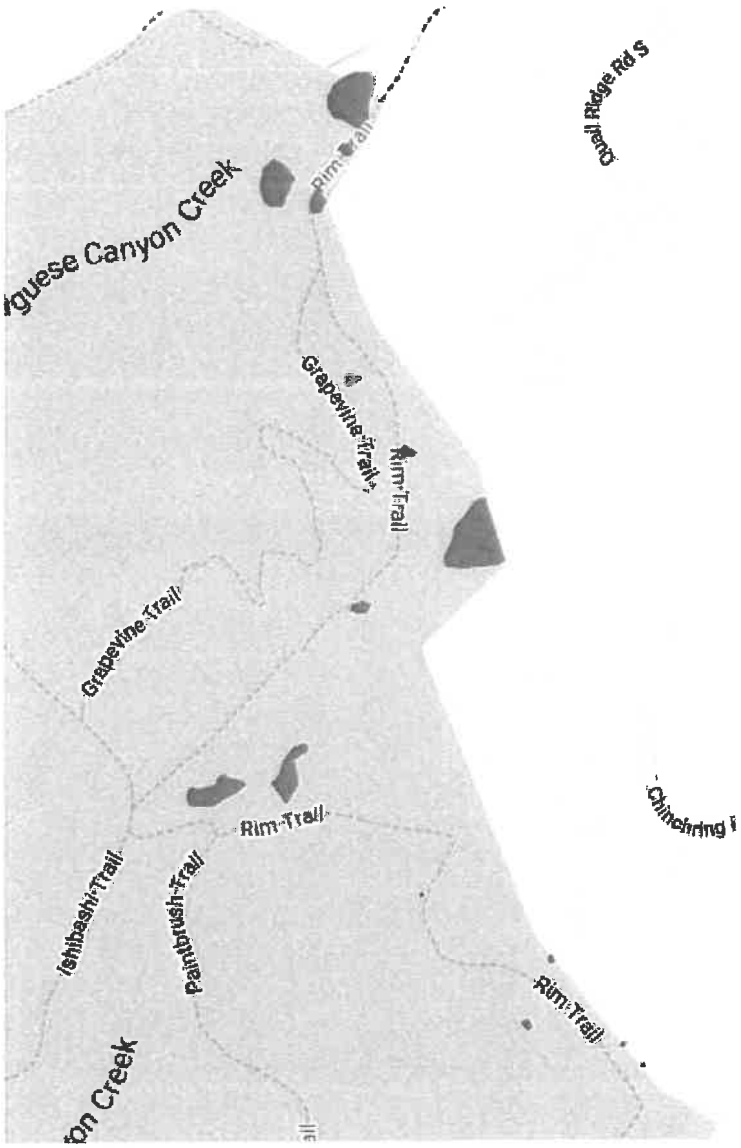
Approximately 1 acre

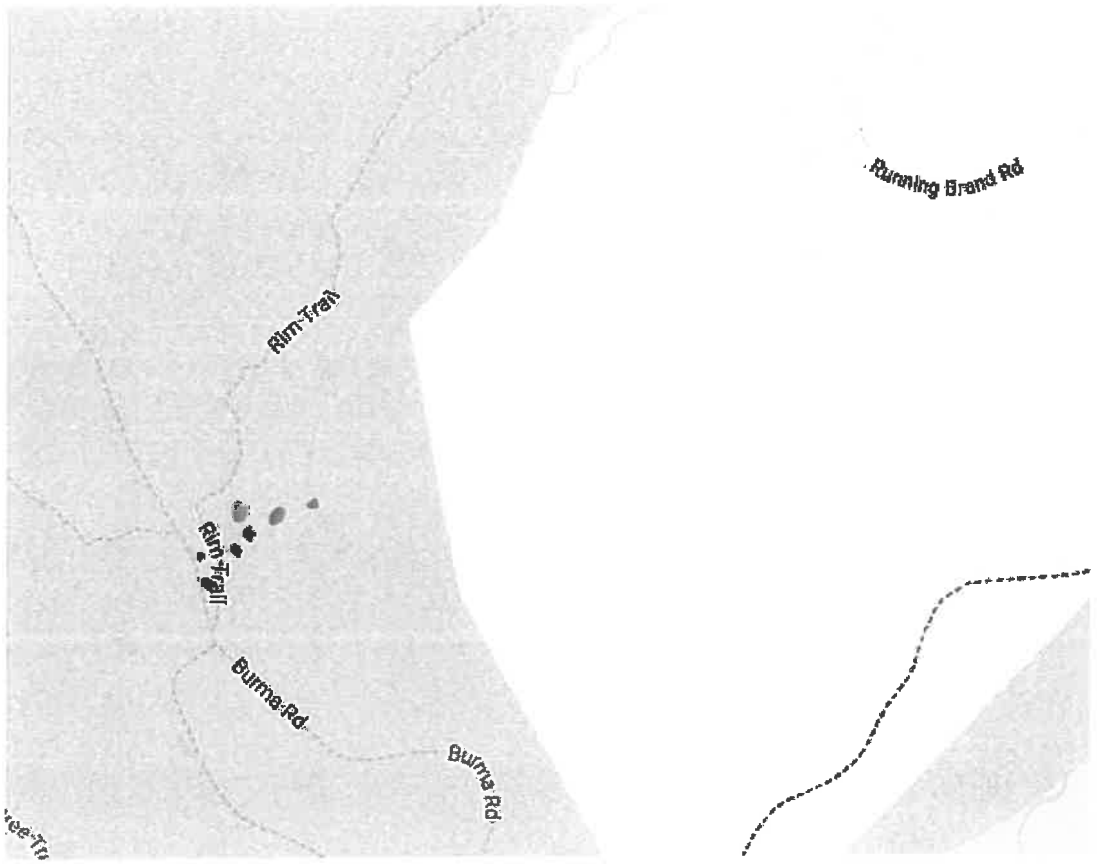
The Acacia removal sites are situated throughout the northern portion of Portuguese Bend Reserve along the border with the city of Rolling Hills. A fire occurred at this location in 2009 burning approximately 230 acres. Much of the vegetation was burned, including the non-native Acacia, which has since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

It is recommended that crews enter the area on foot as possible and remove shrubs with chainsaws and lighter equipment can be brought in via the Fire Station Trail or Ishibashi Trail as needed. Acacia should be chipped in designated areas and treated to prevent regrowth. Acacia stumps will

need to be treated to prohibit any regrowth and the site will be monitored for seed germination and removal.

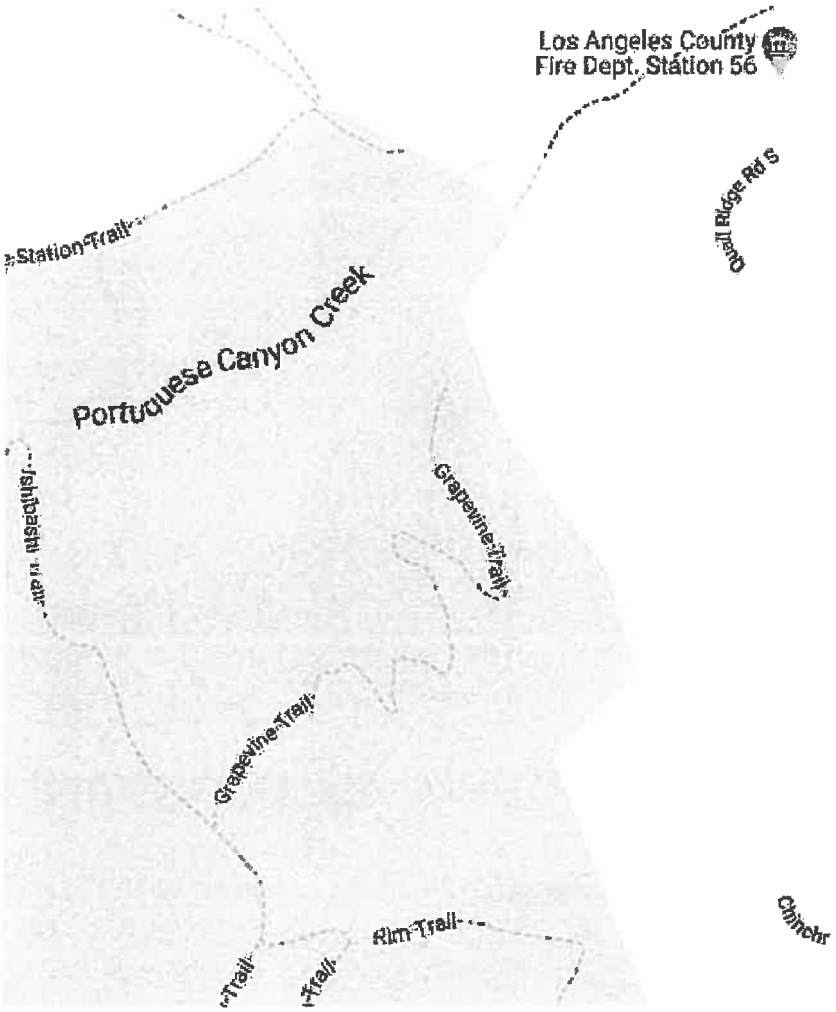
The Acacia and other non-native shrub/trees throughout this area totals approximately 1 acre. This site is known habitat of the federally threatened coastal California gnatcatcher and the cactus wren, a state species of concern.

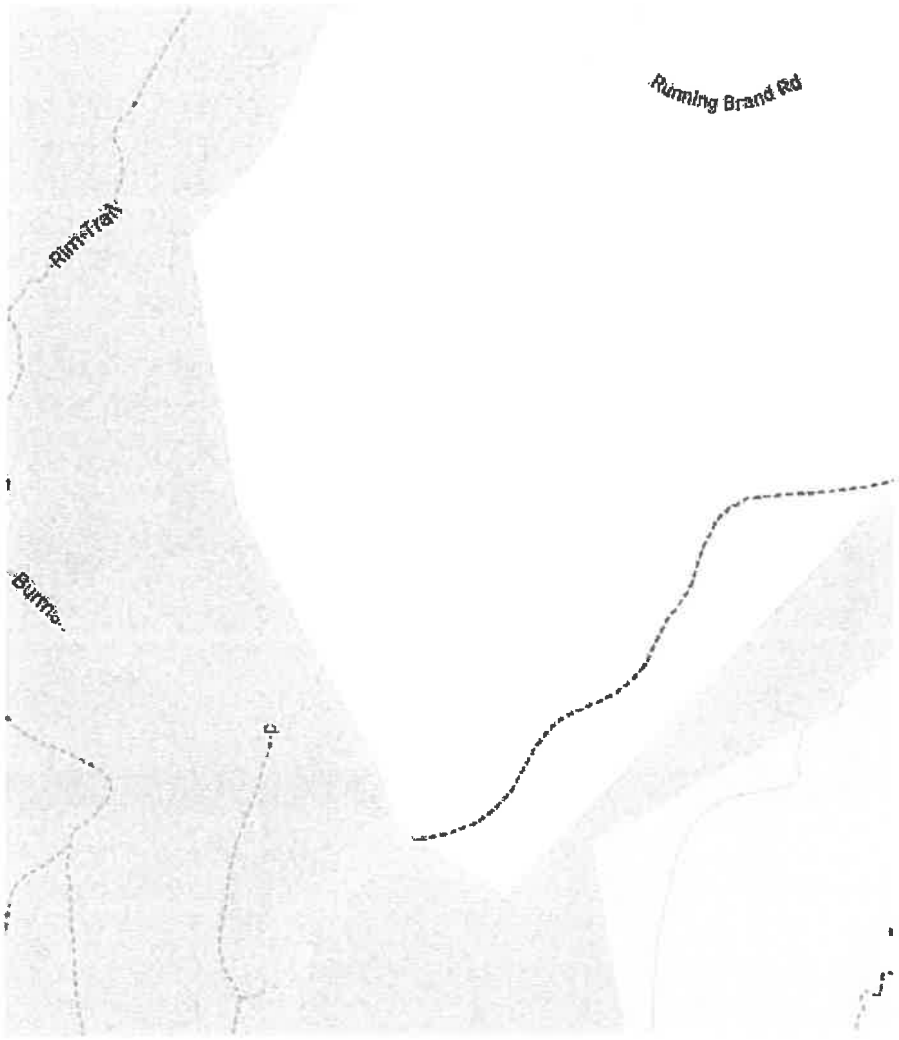




Mowing Areas

There are a few large stands of invasive mustard in Portuguese Bend that are now dry and can be mowed if access is possible. These sites were historically farmed and were disked in subsequent years, so the loose soils have provided a disturbance regime which is particularly favorable to mustard and non-native grasses and weeds. In response to community concern about the vast expanse of dry mustard growth at Portuguese Bend Reserve, the Conservancy will oversee mowing throughout 14 acres.


Los Angeles County
Fire Dept. Station 56
Portuguese Canyon Creek
Grapevine Trail
Rim Trail



Annual Springtime Mowing

Since mustard is an annual, these plants will regrow from seed after winter rains and present a recurring problem and threat of fire. The Conservancy is equipped to provide a service to the Cities of Rolling Hills and Ranch Palos Verdes to mow the combined 14 acre slope area currently invaded by mustard for the next three years to reduce the seed bank and monitor the land recovery. If desired by the City of RPV, the Conservancy crew can also mow the fuel modification zone area on this slope for a fee in order to provide efficiency to the required work in this area. After three years, the Conservancy would reassess the fire threat potential of the area, assuming that mustard may be depleted and the return of beneficial vegetation, and provide recommendations for additional vegetation management moving forward.

Budget

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

These costs are based on best estimates provided by contractors for day rates to remove the 1 acre of Acacia targeted for removal since the exact number of labor hours required to achieve the project are speculated. If the projects are completed under budget, the Acacia removal areas will be expanded to appropriately areas which generate the most impact, with approval from the city of Rancho Palos Verdes and Rolling Hills. The cost for mowing mustard is also a day rate that includes Conservancy staff time and cost to provide mechanical equipment to execute the 14-acre mustard removal work. If any cost savings are possible, an expanded area will create a bigger impact to the fuel load on the peninsula and concurrently increase habitat on the preserve.

Fuel Load Reduction Budget

Site	Acres	Work Days*	Budget
Acacia Removal and pine limbing up(3 pines)	1	7	$28,000
Mowing	14	30	$22,000
One-time Project Total	**15**	**37**	**$50,000**
Annual Mowing and Acacia Monitoring/Removal Project	**15**	**34**	**$20,800**

Other Project Considerations

This project is a worthwhile investment into the long-term benefit of the communities adjacent to the open space and wildlife within. While more costly per acre to implement new, labor-intensive work than annual fuel modification weed whacking efforts, removing Acacia and other non-native trees is a positive, visible impact to the landscape and a one-time project cost to the City in these target areas. This is unlike areas of mustard which, while needed to reduce fire threat, require annual treatment and ongoing maintenance costs. To help ensure that this investment is successful, the Conservancy recommends annual monitoring of areas to prevent regrowth. This project strategy is supported by the Fire Department, which has identified Acacia removal as a priority effort to reduce fire fuel load in the Preserve. This project is also responding to the nearby community requests to respond to nuisance Acacia and mustard near homes on the Preserve border.

Community Partnerships

As part of the Conservancy's collaborative approach, we partner with various organizations to complete projects and provide various benefits to the community. If the timing and logistics are appropriate, we would work with some of our partner organizations to add to the costs savings. We work with the Los Angeles Zoo and Botanical Gardens which accept fresh Acacia greenery for the enhancement of their animal's physical and mental health. We will save many of the straight long branches from the Acacia tree for delineation of trails and to provide ground snags for lizards and insects. We also have a partnership with the local schools that offer woodworking classes for instructional teaching. Lastly, if the material does not contain seeds, w e will use the chipped wood as a mulch in fuel modification zones to keep weeds down into the future.

The Conservancy will also engage the local colleges with applicable internships which allow students to gain a better understanding of the natural world, resource management and gain experience to prepare to enter the workforce. In 2019 to date, the Conservancy has received over 1000 hours of intern assistance with projects, and counting. By engaging these students who span from across the globe, we are creating a lasting experience and leaving a lasting impression of the great natural habitat that exists on the peninsula.

Potential for Restoration and Supplemental Work

As these projects are completed, the cleared land can provide opportunity for habitat restoration and enhancement. A species that is potentially applicable to many of the local habitat types of Palos Verdes, is our local cactus. While no plant is fireproof, there are certain characteristics which make some plants more resistive to fire, such as cactus. Where applicable,

cactus can be planted and maintained until establishment, if supplemental funding is available. Mature cactus holds a mutual relationship with the cactus wren, a state species of concern, since the cacti needles protect young nestlings from predators, providing the best habitat.

To make a larger impact, the Conservancy typically plants mature cactus that is appropriate for immediate nesting, giving us more value per dollar spent. The approximate cost for planting and maintaining a 1 acre cactus restoration project over a 5 year span is approximately $30,000, and the Conservancy would be pleased to provide a restoration plan for lands along the Rolling Hills border of the Preserve for the benefit of community and wildlife.

CITY OF ROLLING HILLS

AGREEMENT FOR FIRE FUEL ABATEMENT

THIS AGREEMENT is made and entered into as of October 28, 2019, by and between the **CITY OF ROLLING HILLS,** a municipal corporation ("City") and the **PALOS VERDES PENINSULA LAND CONSERVANCY,** a California public benefit corporation ("Conservancy").

RECITALS

A. Conservancy operates under a Management Agreement with the City of Rancho Palos Verdes that provides authority to the Conservancy to conduct vegetation management projects within the Palos Verdes Nature Preserve – dedicated open space adjacent to City located on land owned by and located within the territorial boundaries of the City of Rancho Palos Verdes.

B. The Preserve land contains areas with mustard plant and Acacia shrubs which pose a fire risk.

C. City desires to engage and compensate Conservancy to remove the mustard and Acacia shrub vegetation on the land under its management as a fire hazard abatement measure for the direct benefit of Rolling Hills residents pursuant to the specifications and standards set forth herein.

D. Conservancy has represented to City that it has the expertise, experience and qualifications to perform or cause the performance of the services described in Recital C, above, which are more fully described in this Agreement.

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

1. **Fire Fuel Abatement Services**. Conservancy or a contractor engaged by Conservancy shall furnish all materials and perform all work required for fire fuel abatement,

at the precise locations and in the manner more particularly described in Attachment A attached hereto. Work shall be performed in a good and workman like manner. The acacia identified in Attachment A will be cut and mulched on site, with stumps treated to prevent regrowth. Mustard will be cut with a mower and/or hand tools, and dry stems will be left to decompose. The annual maintenance for three years beginning in the spring of 2020 will be in the same areas identified in Attachment A. The annual maintenance will comprise of mowing mustard plant to reduce summer vegetation fuel load. City shall not be a party to any contract entered into between Conservancy and a contractor for performance of the services contemplated in this Agreement.

2. **Compensation.**

A. City shall pay Conservancy the fixed sum of $34,200 for services rendered under this Agreement in 2019, and $12,000 per year for services performed in years 2020, 2021 and 2022, representing total compensation for all work, labor, equipment, materials and expenses incurred by Conservancy. Conservancy shall submit an invoice to City upon completion of the services described in Exhibit A and the City will make payment within 10 days of the close of the month in which work was performed.

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

3. **Term and Termination**. The term of this Agreement shall commence on **October 28, 2019** and terminate **November 30, 2022** unless extended by mutual agreement of the parties. City may terminate this Agreement at any time, with or without cause. In such event, Conservancy shall be compensated for work satisfactorily accomplished up to the time of termination.

4. **Insurance**. Conservancy or its contractor shall, at its expense, obtain and keep in force during the term of its contract, a policy of Comprehensive General Liability Insurance covering bodily injury and property damage; insuring Conservancy, Conservancy's contractor and the City against any liability arising out of the services. Such insurance shall be in a Combined Single Limit policy in an amount not less than $1,000,000.

A. Conservancy shall maintain and deliver to the City copies of its Comprehensive General Liability Insurance with a combined single limit of not less than $1,000,000. Such insurance shall (a) name City and its appointed and elected officials, officers, employees, and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain standard cross liability provisions.

B. Conservancy shall maintain and deliver to City copies of Comprehensive

Automobile Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Conservancy shall maintain Workers' Compensation Insurance covering its employees for injuries arising out of and in the course of their employment with limits of not less than $1,000,000 per accident. Conservancy shall provide copies of said policies of Certificate of Insurance.

D. If Conservancy, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. City, at its sole option, may forthwith terminate this Agreement and obtain damages from the Conservancy resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Conservancy, City may deduct from sums due to Conservancy any premium costs advanced by City for such insurance.

5. **Indemnity**. Notwithstanding the existence of insurance coverage required of Conservancy pursuant to this contract, Conservancy shall save, keep, indemnify, hold harmless, and defend City and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance by Conservancy, its officers, agents or employees, including, but not limited to, its contractors (hereinafter collectively "Conservancy"), of the work required pursuant to this Agreement, occasioned by any alleged or actual negligence or wrongful act or omission by the Conservancy, including any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in consequence of the use in the performance by Conservancy of the work hereunder of any article or material supplied or installed pursuant to this Contract. The indemnification obligation owed to the City under this Section shall survive the expiration of this Agreement; provided, however, that it shall apply exclusively to claims, demands, liabilities, losses, damages and expenses arising from performance of the work plan set forth in Attachment A and does not extend to events that occur after completion of work.

A. Conservancy will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection herewith;

B. Conservancy will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims, penalties, obligations or liabilities; and,

C. In the event City, its officers, agents or employees are made a part to any action or proceeding filed or prosecuted against Conservancy for such damages or other claims arising out of or in connection with the sole negligence or wrongful acts of Conservancy hereunder,

Conservancy agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers, agents of employees in such action or proceeding, including by not limited to, reasonable attorneys' fees.

6. **Quality of Work Performed**. All work shall be performed in accordance with accepted horticultural standards of quality and workmanship.

7. **Personnel**. Conservancy shall provide at all times sufficient personnel with the skills and experience necessary to perform the various landscape activities for the full performance of this work. All personnel provided for the performance of this Agreement shall be employees or contractors of the Conservancy and Conservancy shall assume payment of all wages, taxes and all other employee costs, unless otherwise provided.

8. **Licenses and Permits**. Conservancy shall comply with all license and permit requirements of the City of Rancho Palos Verdes, State and Federal governments, as well as all other requirements of the law.

9. **Taxes**. Conservancy agrees to pay all applicable taxes, including sales tax on material supplies where applicable.

10. **Assignment**. This Agreement is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

11. **Attorney's Fees**. In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

12. **Non-discrimination**. Conservancy shall not discriminate in the hiring of employees or in the employment of contractors on any basis prohibited by law.

13. **Independent Contractors**. Conservancy is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Conservancy or any of the Conservancy's employees or contractors, except as herein set forth. Conservancy 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.

14. **Notices**. All notices and communications shall be sent to the parties at the following addresses:

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

CONSERVANCY: Executive Director
Palos Verdes Peninsula Land Conservancy
916 Silver Spur #207
Rolling Hills Estates, CA 90274

15. **Authorized Signature**. Conservancy affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represents all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

16. **Entire Agreement; Modification**. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if signed by the party to be charged.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their names, titles, hands, and seals this 21st day of October, 2019.

CONSERVANCY: Adrienne Mohan

Executive Director
(Title)

CITY:

Elaine Jeng, City Manager of the City of Rolling Hills

Attested:

Yohana Coronel, City Clerk of the City of Rolling Hills

Date: 11/15/2019

Agenda Item No.: 12.B
Mtg. Date: 09/12/2022

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 A PROFESSIONAL SERVICES AGREEMENT WITH ALAN PALERMO FOR PROJECT MANAGEMENT SERVICES FOR FISCAL YEAR 2022-2023**

DATE: **September 12, 2022**

BACKGROUND:
In July 2019, the City Council engaged the services of Alan Palermo Consulting (APC) to manage the City's capital improvement projects for Fiscal Year 2019-2020 for four projects: construction of tennis courts ADA improvements, City Hall ADA improvements, sewer feasibility study phase II, and 2019/2020 annual signage and striping project.

The 2019/2020 annual signage and striping project was completed in April 2020. The sewer feasibility study phase II was completed in May 2020. APC assisted in preparing a design Request for Proposal for the 8" sewer main along Rolling Hills and the City Council engaged NV5 for the engineering design of the 8" line on August 24, 2020.

In September 2020, the City Council amended APC's contract to include additional budget for managing additional projects. The capital improvement projects for Fiscal Year 2020-2021 comprised of the design of the City Hall ADA improvements, the design of the 8" sewer main along Rolling Hills, Block Captain Program communications project, Proposition 68 Per Capita Program allocation, the Crest Road East Utility Undergrounding grant project and a small budget for coordinating with the Rolling Hills Community Association on tennis courts ADA improvements.

APC assisted in giving the City's Proposition 68 Per Capital Program allocation to Rolling Hills Estates for the Nature Center project. The design of the 8" sewer main is complete and being reviewed by adjacent agencies. The Block Captain Program communication project will have a report by HQE Systems in November 2021 on their findings for a siren system in Rolling Hills. The Crest Road East Utility Undergrounding project initiated design with Southern California Edison (SCE) and outreach to the property owners long the project areas was initiated by APC. With the hiring of the Senior Management Analyst, the utility undergrounding

project was reassigned to the staff in August 2021. SCE anticipates completing the design of the project in 2022.

APC's project management contract expired on September 1, 2022. The total contract amount of $74, 240 (original contract and first amendment), $44,880 was expended for Fiscal Year 2019-2020, and Fiscal Year 2020-2021. The remaining about on the contract is $3,000 as of July 31, 2022.

DISCUSSION:
To meet project management needs for Fiscal Year 2022-2023, APC was asked to provide a proposal for services for the following projects:

1. Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan
2. Project Management for Emergency Communications Project
3. Project Management for the Tennis Court ADA Improvements
4. Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road
5. Professional Services to support other City Projects

APC's proposed cost for services in Fiscal Year 2022-2023 is $44,550. Staff recommends an amended agreement with APC for Fiscal Year 2022-2023 based on APC's proposal dated August 30, 2022.

FISCAL IMPACT:
The FY 22-23 Adopted Budget includes funding specifically for Project Management services.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_220912_PSA_Alan Palermo_ThirdAmendment.pdf
CA_AGR_220912_PSA_Alan Palermo_ThirdAmendment_ExhibitA.pdf
Alan Palermo Agreement - Signed_July_2019.pdf
Alan Palermo Service Agreement FINAL 2020.28.09.pdf
2021-11-09_2ndAmend-AlanPalerm.pdf

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 12th day of September 2022 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

R E C I T A L S

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. On September 14, 2020, City and Consultant amended the Agreement for the first time to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment") (the "First Amendment");

C. On June 30, 2022, the City and Consultant amended the Agreement for the second time to extend the term for Consultant to complete the scope of work (the "Second Amendment").

D. The Parties now desire to amend the Agreement to clarify the scope of work, extend the term and state the costs for the work provided by the Consultant ("Third Amendment").

E. Consultant is well qualified by reason of education, training, and experience; and

F. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

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

1. Section 2 "Scope of Work" of the Agreement is amended to read as follows:

"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 to this Third Amendment.

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

"3. COST. The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under the Agreement at the rates and in the manner established in the attached Exhibit A to this Third Amendment.

A. Compensation. An additional forty-four thousand, five hundred and fifty dollars ($44,550.00) is added to the permitted compensation under this Third Amendment. This fee includes all expenses, travel, attendance at meetings and miscellaneous costs, estimated to be accrued.

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 June 30, 2023 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

2. 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, and it is effective as of October 1, 2022.

CITY OF ROLLING HILLS **ALAN PALERMO CONSULTING**

_____ _____

ELAINE JENG, City Manager ALAN PALERMO

DATE:_____ DATE:_____

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

APPROVED AS TO FORM:

_____
MICHAEL JENKINS
CITY ATTORNEY

Alan Palermo Consulting

August 30, 2022 **2022-RH003_R1**

Ms. Elaine Jeng
City Manager
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

Re: **Professional Services – Project Management Services/Consulting Agreement for CIP and Special Projects**

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects for the period 10/1/22 through 6/30/23:

1) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:**

   a) Continued oversight and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture). Provide assistance with internal functions relevant to the project including drafting of staff reports.

   b) Upon completion of ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements. manage bid process and preparation of Construction Contract with selected contractor. (Note: Construction not expected to begin until 2023-2024 Fiscal Year)

2) **Project Management for Emergency Communications Project:**

   a) Coordinate with the City and HQE Systems to evaluate the best and the most appropriate emergency communication systems for City use during emergencies.

   b) Provide Project Management and support for implementation of selected emergency notification system selected and budgeted by City for installation in 2022-2023 fiscal year.

3) **Project Management for the Tennis Court ADA Improvements:**

   a) Prepare RFP and evaluate proposals for design services as needed.

   b) Oversee design consultant, serve was the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the

community and provide assistance with internal functions relevant to the project including drafting of staff reports.

c) Serve as the liaison and extension of City Staff to the Rolling Hills Community Association to achieve a set of coordinated design plans including phasing plan for construction activities as needed.

d) Review plans on behalf of City

4) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road:**

a) Continued oversight of design consultant to finalize improvement plans for Phase 1 (Rolling Hills to Rolling Hills Estate), serve was the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the community as needed/requested, and provide assistance with internal functions relevant to the project including drafting of staff reports.

b) Upon completion of Sewer Improvement Plan Construction Documents, Finalize Bid Documents to solicit construction bids for the Sewer Improvements, manage bid process and preparation of Construction Contract with selected contractor.

c) Prepare RFP and evaluate proposals for Construction Management/Inspection of Improvements

d) Project Management during Construction Phase (Not: Construction tentatively scheduled to begin no earlier than June 2023. Services may need to extend into 2022-2023 consulting contract)

5) **Professional Services to support City Projects:**

a) Provide Professional Services when requested by the City to:

i) Prepare supporting information / technical guidance in support of the City's efforts to submit applications for grant funding for Capital Improvement Projects. Coordinate with City's Grant Writer in providing information for Project grant application.

ii) Prepare RFP's / Bid Document assistance for other City projects when requested

iii) Manage/provide assistance for additional City projects upon request of the City

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty-five ($165) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

	Project Description	Time Period	Total Hours	Total Fee
1	**Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan**	10/1/2022 - 6/30/2023	72	**$ 11,880**
2	**Project Management for Emergency Communications Project**	10/1/2022 - 6/30/2023	54	**$ 8,910**
3	**Project Management for the Tennis Court ADA Improvements**	10/1/2022 - 6/30/2023	54	**$ 8,910**
4	**Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road**	10/1/2022 - 6/30/2023	54	**$ 8,910**
5	**Professional Services / Assistance**	10/1/2022 - 6/30/2023	36	**$ 5,940**
	Total Hours		**270**	
	Total Fee	**$ -**		**$ 44,550**

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND ALAN PALERMO CONSULTING

Client and Consultant agree the following provisions are part of their Agreement:

1. Consultant Responsibilities: Consultant shall perform its services in accordance with generally accepted standards of professional practice in Southern California in effect at the time of performance. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, surveys, or professional advice. Consultant's services will be performed for the benefit of Client and not for any third-party beneficiary. Consultant is an independent contractor and not an employee of Client.

2. Insurance: Consultant shall obtain and maintain in full force, at its own expense, liability insurance coverage as required by the client and agreed to by Alan Palermo Consulting.

3. Indemnification: Each party shall hold harmless and indemnify the other party from and against liability arising from the indemnifying party's negligent acts, errors, or omissions. If other parties are liable in addition to the indemnifying party, the indemnifying party shall pay only an amount proportional to its degree of culpability.

4. Documents: All of Consultant's work product and other documents prepared under this Agreement are instruments of service. Consultant grants ownership to Client of its documents prepared under this Agreement, provided Client has paid Consultant all amounts to which the Consultant is entitled. Consultant shall not be liable for the use of its plans, specifications, surveys, and other documents on a project other than that for which they were prepared.

5. Exclusions from Service: Consultant is not responsible for the detection, presence, handling, removal, abatement, or disposal of asbestos or hazardous or toxic substances, products or materials. The Consultant is not responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, since these are solely the construction contractor's rights and responsibilities. If Consultant is requested to review anything from a construction contractor or supplier, the review is for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents, and not for the purpose of determining accuracy or completeness or safety precautions, all of which remain the construction contractor's responsibility. Consultant does not perform geotechnical services and is not responsible for soils or geological conditions.

6. Cost Estimates: Since the Consultant has no control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions, the Consultant cannot and does not warrant or represent that bids will not vary from any estimates of construction cost.

7. Delays: Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or promptly

approve or disapprove of Consultant's services or instruments of service, or faulty performance or delay by Client, contractors, or government agencies.

8. Suspension of Services: Client may suspend the Consultant's performance of services by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of suspension. Consultant may suspend its services if Client fails to pay undisputed amounts of Consultant's invoices within sixty days of receipt of invoice or if Client files or has filed against it a petition under the Bankruptcy Code. The Client and Consultant will re-negotiate the fee if the period of suspension exceeds ninety days.

9. Termination of Services: Client may terminate this Agreement by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of termination. Consultant may terminate this Agreement upon ten days notice of breach by Client, including nonpayment of undisputed fees, provided Client does not cure such breach within ten days of notice of breach. Client shall pay Consultant for all services performed prior to the effective date of termination.

10. Assignment: Neither party may assign this Agreement without the prior written consent of the other.

11. Services: Professional Services shall be provided at the hourly rate stipulated in this agreement unless Client and Consultant enter into a project specific agreement.

Alan Palermo Consulting

SCHEDULE OF BILLING RATES

Effective January 1, 2022

Principal/Owner	$165.00/Hour

Note 1: Hourly rate includes **Consultants** mileage to perform services on behalf of the **Client**.

Note 2: **Reimbursable Expenses: Client** shall pay the cost of any applicable reimbursable expenses, plus 15%, incurred on Client's behalf. If requested, Alan Palermo Consulting will provide a computer printout, which details these costs.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of July 2019 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

1. RECITALS:

A. The CITY desires to retain CONSULTANT to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program; and

B. The CONSULTANT is well qualified by reason of education and experience to perform such services; and

C. The 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 Exhibit A, which is attached to this Agreement and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit B, which is attached to this Agreement and incorporated herein by reference.

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 B an amount not to exceed $53,120.00. This fee includes all expenses, travel and mileage, and attendance at meetings. CITY shall pay the cost of any applicable reimbursable expenses. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment executed 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 455 30th Street, Hermosa Beach, California 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 material 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 August 1, 2020 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

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. CITY shall indemnify and save harmless CONSULTANT, its officers, employees, and agents from all claims, damages, suits, costs, or actions of every name, kind, or description arising from performance of this Agreement that resulted from the fault or negligence of the CITY, its officers, employees, or agents in connection with this Agreement.

B. CONSULTANT shall indemnify and save harmless CITY, its officers, employees, and agents from all claims, damages, suits, costs, or actions of every name, kind, or description arising from performance of this Agreement that resulted from the fault or negligence of the CONSULTANT, its officers, employees, or agents in connection with this Agreement.

C. Survival. The obligations established by this paragraph will survive 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.

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.

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 employ 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 C."

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (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 consultants and subconsultants 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 to 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 subconsultants to 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:
Alan Palermo Consulting
455 30th Street
Hermosa Beach, California 90254
Attention: Alan Palermo

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 CONSULTANT

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

ELAINE JENG, City Manager

DATE: 7/18/19

ALAN PALERMO CONSULTING

ALAN PALERMO

DATE: 7/18/19

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
Scope of Services

1. **Project/Construction Management of the Bid and Construction of Tennis Court Improvements (ADA and Aesthetic):** Coordinate with City and Rolling Hills Community Association (RHCA) to identify the aesthetic improvements to the area outside the tennis courts that will be included with the tennis court design plan improvements in the notice inviting bid to procure a contractor for the proposed improvements. Once the scope of the construction work is confirmed, coordinate with the City and oversee the construction bid advertising for the proposed improvements. Upon selection of the contractor, provide construction management services through completion and acceptance of the tennis court improvements by the City and the RHCA.

2. **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:** Upon approval of the City's ADA transition plan (expected July 2019), prepare a phasing plan with estimated costs to implement the recommended ADA improvements over a three-year period. Upon the City's acceptance of this three-year phasing plan, prepare a Request for Proposal (RFP) for the design of the first phase of the City Hall ADA improvements with the objective that the design costs shall remain within the allocated budget of $30,000. After the RFP is released, assist is the evaluation of proposals received and management of the selected design firm to facilitate the construction documents for approval.

3. **Project Management for Sewer Feasibility Study Phase II:** Receive and review the contract and scope of work for Willdan Engineering to become familiar with the contractual requirements and schedule for the Sewer Feasibility Study Phase II. Provide project management services in overseeing and providing direction to Willdan Engineering and coordinating with City staff to obtain the required information necessary for completion of the 30% design for this Sewer Feasibility

Study. Establish and manage milestones for the process to ensure the project remains on schedule and within the allocated budget.

4. Project Management for the Annual signage and Striping: FY 2019/2020:

Obtain all available information from previous field observations, reports from residents, and RHCA's roadway rehab plan and conduct follow up field observations based on the information obtained and reviewed. Upon review of all information and follow up field observations, provide recommendations to the City for roadways that need rehabilitation. Once direction is received from the City on the roadways that will receive rehabilitation, prepare the construction bid documents (assumption, using front end specifications provided by the City) and coordinate with the City and oversee the construction bid advertising for the proposed roadway rehabilitation. Upon selection of the contractor, provide construction management services through completion and acceptance of the roadway rehabilitation improvements by the City.

EXHIBIT B
Deliverables

Project	Tennis Court Improvements	City Hall ADA Improvements	Sewer Feasibility Study Proj. Mg'mt	Annual Signage/Striping FY 2019/2010	Total Hours	Total Fee
Task						
Task 1: Point of Contact with City/Proj. Mg'mt	12	20	32	12	76	$ 12,160
Task 2: RFP Preparation		16			16	$ 2,560
Task 3: Construction Bid Document Preparation / Const. Mg'mt	48			48	96	$ 15,360
Task 4: Coordination with all stakeholders/interested parties	16	12	16	16	60	$ 9,600
Task 5: Project Documentation	8	8	8	8	32	$ 5,120
Task 6: Monthly Status Meetings/Conf. Calls w/ City	13	13	13	13	52	$ 8,320
Total Hours	97	69	69	97	332	
Total Fee	$ 15,520	$ 11,040	$ 11,040	$ 15,520		$ 53,120

SCHEDULE OF BILLING RATES
Effective July 1, 2019

Principal/Owner $160.00/Hour

TENNIS COURTS IMPROVEMENTS

Milestone	Completion Date	Responsible Party
Plans, Specs and Cost Estimate	October 31, 2019	Association/City
Council Approval of PSE and authorize advertisement of construction bid	November 11, 2019	Alan Palermo Consulting (APC)
Open bids	January 6, 2020	APC
Award of bids	January 27, 2020	APC
Begin construction	March 2, 2020	APC oversight
Complete construction	June 30, 2020	APC oversight
Project acceptance	July 27, 2020	APC

TENNIS COURT LIGHTING UPGRADE

Milestone	Completion Date	Responsible Party
Lighting study/bids clarification	July 22 – August 2, 2019	APC
Vendor selection	August 26, 2019	APC

Noticing to tennis clubs, neighbors	September 2 – October 31, 2019	APC
Close tennis courts/begin installation	November 4, 2019	APC oversight
Complete installation	December 2, 2019	APC oversight
"After" lighting study	December 2 – December 12, 2019	APC oversight
Comparison before/after lighting study, report out to Council	January 13, 2020	APC
Project acceptance	January 13, 2020	APC

CITY HALL AMERICAN WITH DISABILITY ACT (ADA) IMPROVEMENTS

Milestone	Completion Date	Responsible Party
Review ADA transition plan relating to City Hall improvements	July 22 – August 30, 2019	APC
Release Request for Proposal for architect/designer	September 23, 2019	APC
Consultant selection, City Council to approve PSA	November 9, 2019	APC
Begin design	December 2, 2019	APC oversight
Complete design	June 1, 2020	APC oversight
City Council approve PS&E and advertise for construction	June 22, 2020	APC

PHASE II OF THE PORTUGUESE BEND ROAD SEWER MAIN FEASIBILITY STUDY

Milestone	Completion Date	Responsible Party
Notice to Proceed to Willdan	July 22, 2019	APC
Willdan complete study	December 16, 2019	APC oversight
Present study results to City Council, discuss next steps	January 13, 2019	Willdan/APC

ANNUAL ROADWAY SIGNING AND STRIPING

Milestone	Completion Date	Responsible Party
Review and gather scope of work	July 22 – September 2, 2019	APC
Complete bid package	October 31, 2019	APC
Traffic Commission	December 5, 2019	APC
City Council to approve scope of work and advertise for construction	January 13, 2020	APC

bids		
Open bids	February 19, 2020	APC
Award of bids	March 9, 2020	APC
Begin Construction	April 6, 2020	APC oversight
Complete Construction	June 1, 2020	APC oversight
Project Acceptance	June 22, 2020	APC

EXHIBIT C

Certificate of Exemption from Workers' Compensation Insurance

TO:	City of Rolling Hills
SUBJECT:	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of Rolling Hills that I am a

☐ sole proprietor
☐ partnership
☐ nonprofit organization
☐ closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

CONSULTANT Signature _____

Printed Name of CONSULTANT _____

Date

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 14th day of September 2020 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. City and Consultant now desire to amend the Agreement to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment");

C. Consultant is well qualified by reason of education, training, and experience; and

D. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

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

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

3. 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 B an amount not to exceed $74,240.00. This fee includes all expenses, travel and mileage, and attendance at meetings. CITY shall pay the cost of any applicable reimbursable expenses. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment executed by the CITY and CONSULTANT.

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

9. TERM OF CONTRACT

This Agreement shall be valid until September 1, 2021 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

5. 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, and it is effective as of July 31, 2020.

CITY OF ROLLING HILLS

ELAINE JENG, City Manager

DATE: 9/22/2020

ALAN PALERMO CONSULTING

ALAN PALERMO

DATE: 9/10/2020

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
Scope of Services

Alan Palermo Consulting

August 20, 2020 **2020-RH002_V2**

Ms. Elaine Jeng
City Manager
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

Re: **Professional Services – Project Management Services/Consulting Agreement for:**
1. **Special Active Land Development Projects**
2. **Special Assignments/Projects**

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects:

1) **Project Management for Tennis Court Improvements (ADA and Aesthetics):**

   a) Serve as the liaison and extension of City Staff to the Rolling Hills Community Association to achieve a set of coordinated design plans including phasing plan for construction activities.

   b) Review plans on behalf of City

2) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:** continue work from FY2019-2020:

   a) Oversee and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture)

   b) Upon completion of ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements

   c) Upon City's award of construction for the ADA Improvements, provide oversight and coordination for commencement of construction activities

3) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road:**

   a) Evaluate RFP responses for engineering design services

   b) Oversee design consultant, serve was the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the

community and provide assistance with internal functions relevant to the project including drafting of staff reports.

c) Upon completion of Sewer Improvement Plan Construction Documents, prepare Bid Documents to solicit construction bids for the Sewer Improvements

4) **Project Management for Block Captain Program Communications Project:**

a) Work with the Lead Block Captains to evaluate the best and the most appropriate communication device for Block Captains to communicate during emergencies. Identify device type, research implementation measures, and assist the city in procuring devices for the Block Captain program.

~~**5. Project Management for** Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68)~~

5) **Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68):**

a) The City of Rolling Hills allocated $177,952 from the Per Capita Program through the California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) to implement an improvement project at the City Hall campus with allocated funds: The City is seeking to secure these funds and to use the funds to improve the City Hall campus, including the tennis courts. The City Hall campus functions as open space for the community. The Project Manager would develop project concepts with City staff, work with OGALS to secure funds, and approvals for the project concept and solicit professional services to meet the needs of the project. The Project Manager will also fulfill reporting requirements with OGALS

6) **Project Management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program:**

a) The project will underground 2,640 linear feet of power line generally along Crest Road East. Based on the grant award letter, the City will receive $1,145,457 of Federal funds and the non-Federal share of $381,819 will be provided by the City using Rule 20A credit. The Project Manager will serve as the liaison with the utility companies to complete the design and construction of the project. The Project Manager will also provide support with the granting agencies to complete and submit reports as required by the grant. The Project Manager will also solicit professional services to meet the needs of the project.

EXHIBIT B
Deliverables

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty ($160) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

	Project Description	Time Period	Total Hours	Total Fee
1	**Project Management for Tennis Court Improvements (ADA and Aesthetics)**	8/1/2020 - 7/31/2021	60	$ 9,600
2	**Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan**	8/1/2020 - 7/31/2021	40	$ 6,400
2A	**Prepare Bid Documents, Bid Phase, Construction Oversight**	8/1/2020 - 7/31/2021	60	$ 9,600
3	**Project Management for the Design of the 8 inch sewer main along Portuguese Bend Road/Rolling Hills Road**	8/1/2020 - 7/31/2021	60	$ 9,600
3A	**Prepare Bid Documents, Bid Phase**	8/1/2020 - 7/31/2021	32	$ 5,120
4	**Project Management for Block Captain Program Communications Project**	8/1/2020 - 7/31/2021	40	$ 6,400
5	**Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68)**	8/1/2020 - 7/31/2021	72	$ 11,520
6	**Project Management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program**	8/1/2020 - 7/31/2021	100	$ 16,000
	Total Hours		**464**	
	Total Fee	$ -		$ 74,240

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 1st day of November 2021 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. On September 14, 2020, City and Consultant amended the Agreement for the first time to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment") (the "First Amendment");

C. City and Consultant now desire to amend the Agreement for the second time to extend the term of the agreement to June 30, 2022 (the "Second Amendment").

D. Consultant is well qualified by reason of education, training, and experience; and

E. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

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

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

9. TERM OF CONTRACT

This Agreement shall be valid until June 30, 2022 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

2. All terms and conditions of the Agreement not amended by the First Amendment and 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, and it is effective as of August 31, 2021.

CITY OF ROLLING HILLS

ELAINE JENG, City Manager

DATE: 11/09/2021

ALAN PALERMO CONSULTING

ALAN PALERMO

DATE: 11/6/21

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

Agenda Item No.: 12.C
Mtg. Date: 09/12/2022

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

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

SUBJECT: **CONSIDER THREE PROPOSALS FOR GEOTECHNICAL SERVICES NECESSARY FOR THE CITY HALL ADA IMPROVEMENT PROJECT AND DIRECT STAFF TO PREPARE A PROFESSIONAL SERVICES AGREEMENT WITH GMU FOR A NOT-TO-EXCEED AMOUNT OF $9,700**

DATE: **September 12, 2022**

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

At the April 25, 2022 meeting, staff presented this third option for the City Hall ADA Improvement Project and Pacific Architecture and Engineering's fee proposal to complete engineering design for Option 3. City Council approved Option 3 and directed staff to prepare Amendment No. 3 to the service agreement with Pacific Architecture and Engineering, Inc. (PAE) to complete engineering design for Option 3.

PAE has completed the project through Design Verification and Schematic Design, and will be moving into Design Development/Construction Documents in September/October 2022. Preparation of Design Development/Construction Documents requires additional site investigation to for PAE's use in preparing cost effective design in the Construction Documents. The site investigation being requested/needed is a Geotechnical Report to support the structural design for the building.

DISCUSSION:
Staff solicited and obtained proposals from three geotechnical firms to perform the site

investigation and prepare a Geotechnical Report for use by PAE in development of the Construction Documents. The three firms that provided proposals are:

1. Ninyo and Moore
2. GMU
3. Geotechniques

Proposals were evaluated on; their understanding of the project, the services they proposed/included to meet the projects needs, and the fee to provide the required services. The proposals are attached for reference.

FISCAL IMPACT:
There is no funding available in the adopted FY 2022-2023 budget for the Geotechnical Services fee. If the City Council should move forward with an agreement with GMU to perform site investigation and prepare a Geotechnical Report, appropriation of general fund reserves to the Capital Improvement Program Fund 40 is necessary to pay for this expense.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
Geotechniques_20220830_geotech proposal.pdf
GMU_P-22212 City Hall ADA Addition (8-22-22).pdf
Ninyo and Moore_04IRV02-03763.pdf

GEOTECHNIQUES
1645 Donlon Street, Suite 107
Ventura, California 93003
(805) 658-8952, (805) 456-9585

August 26, 2022
Project No. 1052.001

Pacific Architecture and Engineering, Inc.
1137 Second Street, Suite 214
Santa Monica, California 90403

Attention: Ms. Jun Fujita Hall, Architect

Subject: Proposal for Geotechnical Study
Rolling Hills City Hall Improvements, 2 Portuguese Bend Road, Rolling Hills

Dear Ms. Fujita Hall;

This proposal is for a geotechnical study for proposed entrance improvements to the existing City Hall building located at 2 Portuguese Bend Road, in the City of Rolling Hills, California. Our proposed scope of work outlined below is consistent with recent discussions and information transmitted from Pacific Architecture and Engineering, Inc. ("PAC") to Geotechniques by email since August 4, 2022.

EXISTING AND PROPOSED PROJECT

The existing city hall building is understood to be single story of wood frame construction with a slab-on-grade floor. Based on conversations with PAC, there is no known evidence of foundation or interior floor slab-on-grade distress in the subject building constructed at least 40 to 50 years ago. Proposed improvements include a west entrance addition with a floor slab-on-grade. No new interior footings are planned inside the existing building.

SCOPE OF WORK

Geotechnical services in support of the proposed improvements are anticipated to consist of conducting field exploration and laboratory testing programs, engineering evaluation, and developing geotechnical recommendations for subgrade preparation and foundation design. The findings, conclusions, and recommendations of the study will be provided in a design-level report. Subsequent review of 90 percent construction drawings also is included in our scope of services.

A description of the basic scope of work consisting of the preparation of a design-level geotechnical report and follow-up plan review is provided in Exhibit A - Proposed Scope of Services.

FEE

We propose to provide our geotechnical services on a lump sum basis. Our lump sum fee to provide design-level geotechnical engineering services for the preparation of a

design-level study, and subsequent 90 percent foundation plan review is between $7,740 and $10,710, depending on scope of investigation required by the reviewing agency.

Services such as additional subsurface exploration, providing consultation during the final design or construction phases of the project, and responding to review comments are considered additional services. Our fee does not consider those services. Geotechnical services considered as outside the scope of this proposal will be billed on a time and expenses basis in accordance with our current Fee Schedule.

SCHEDULE

We are prepared to initiate our services as described in Exhibit A after we receive written authorization. Depending on weather conditions, site access constraints, and drill rig availability, we estimate that subsurface exploration activities could commence within about 1 to 3 weeks after receiving notice to proceed. We expect that the subsurface exploration program can be completed in one day. We anticipate that design-level geotechnical report should be completed approximately 4 weeks after completion of the field exploration, for a total project duration of 5 to 7 weeks.

If you have any questions regarding this proposal or the proposed scope, please contact Carole Wockner at (805) 456-9585. We look forward to working with Pacific Architecture and Engineering, Inc. on this project.

Respectfully Submitted,
GEOTECHNIQUES

Carole Wockner
President
R.C.E. No. 74407, exp 9/30/23

Attachment: Exhibit A – Proposed Scope of Services

EXHIBIT A
PROPOSED SCOPE OF SERVICES

Task 1 - Data Review

We propose to review readily available and pertinent published reports and foundation plans for the project area.

Task 2 - Field Exploration Program

We propose to perform a field exploration program consisting of advancing two hollow-stem-auger borings in the immediate vicinity of the proposed new foundation along the west exterior elevation of the building, accessibility permitting. At least one boring will be excavated to a depth of about 50 feet below proposed subgrade elevation, or refusal, whichever occurs first, to evaluate seismically induced settlement potential.

We propose to sample soil materials encountered in the borings at approximately 2- to 5-foot intervals by collecting soil cuttings, and driving standard penetration and modified California samplers. Bulk soil samples also will be obtained. Groundwater levels, if encountered, will be measured and recorded on the field logs, including an initial first-encountered and a second reading, reflecting a more stabilized level. Borings will be backfilled with cuttings upon completion. Excess soil cuttings from the borings will be spread on the existing ground surface.

We also propose to manually excavate adjacent to the existing foundation at one or two locations along the west side of the building to verify embedment depth of existing footings.

Limitations. Proposed boring locations will be marked in the field prior to drilling for review by Underground Service Alert (USA) and City Hall facilities staff. We note that Geotechniques will not be responsible for damage to underground utilities that are mislocated or unmarked. In addition, our proposed scope of field exploration services does not include services for the evaluation of the presence or absence of hazardous substances in the soil or groundwater, or consideration of biologically or culturally sensitive resources.

We note that, depending on the conditions encountered, additional subsurface exploration, laboratory tests, and engineering evaluation may be necessary. We will notify you of this condition during the course of the field work if such conditions are encountered or suspected and if an expanded field scope is recommended. Those additional services are not included in the scope of work presented herein.

Task 3 - Laboratory Testing

Upon completion of the field exploration program, we will perform laboratory tests on selected samples obtained from the field exploration. The tests will help to classify and characterize the soil encountered. Tests that we may perform include the following:

Moisture/Unit Weight	Modified Proctor
Minus 200 Sieve	Consolidation/Collapse
Expansion Index	Corrosion/Chemical
Atterberg Limits	

Task 4 - Design-Level Geotechnical Evaluation

On the basis of the above tasks, we will provide geotechnical opinions and recommendations regarding the following:

- Soil and groundwater conditions at the site;
- Depth of existing foundation in accessible area at or near addition;
- Potential geohazards such as fault rupture and seismically induced settlement;
- Expansive/collapsible soils;
- 2019 California Building Code (CBC) seismic design criteria;
- Site subgrade preparation and compaction requirements for fill placement;
- Suitability of on-site soil for use as compacted fill;
- Temporary excavations and excavation adjacent to existing foundation;
- Design of shallow foundations (overexcavation recommendations (if required), maximum allowable bearing pressures and potential footing settlement under static and seismic conditions);
- Resistance to lateral loads, passive soil pressures, and friction coefficients;
- Requirements for imported soils and fill materials placed below slabs;
- Expansion potential of on-site soils;
- Slabs-on-grade,
- Utility trench backfill placement and compaction; and
- Subsurface and surface drainage considerations.

Note that the scope of our study *may* include evaluation of geologic hazards and a discussion/summary of local geology, if required by the reviewing agency, and the fee for doing so is reflected in the estimated fee range.

Exclusions. Our scope of services does not include geotechnical recommendations for seismic or otherwise upgrades to the overall structure, nor address past or future performance of existing foundations. Our scope of services also excludes site-specific geologic fault rupture evaluation.

Task 5 - Preparation of a Design-Level Geotechnical Report

Upon completion of the above tasks, we will document our findings and submit an electronic copy of our design-level geotechnical report for review by the design team. The report will provide a general discussion of geotechnical conditions encountered at the site, and recommendations based on our geotechnical evaluation.

Task 6 - Review of 90 Percent Construction Drawings

Subsequent to report submittal, Geotechniques will review the 90 percent construction drawings and prepare a brief letter report.

August 22, 2022

Ms. Elaine Jeng
City Manager
CITY OF ROLLING HILLS
2 Portuguese Bend Road
Rolling Hills, CA 90274

GMU Proposal P-22212

Subject: Proposal and Budget Estimate to Provide Geotechnical Investigation Report, City Hall ADA Addition, City of Rolling Hills, California.

Dear Ms. Jeng:

GMU Geotechnical, Inc. is pleased to submit this proposal and budget estimate to provide a geotechnical investigation report for the proposed addition at the City Hall building in the City of Rolling Hills, California.

We understand that the proposed project will consist of a small building addition and interior improvements at the City Hall building in Rolling Hills to make it ADA compliant.

The following scope of work is based on our understanding of the project and our experience with similar projects in Laguna Beach.

SCOPE OF WORK

Task 1 – Document Review, Site Visit, and Dig Alert

We propose to review available documents, plans, geotechnical reports, and in-house geologic maps and publications pertaining to the site. We will coordinate with the project manager to determine our boring locations and visit the site in order to mark the boring locations and coordinate with utility companies for underground DigAlert as required by law.

Task 2 – Field Exploration Program

We will perform a half-day of hand auger borings within the addition area at the subject site. The hand auger borings will be drilled to a maximum depth of 10 feet below the existing ground surface or practical refusal. The borings will be logged by a staff engineer or geologist. Bulk and relatively undisturbed soil samples of the soils will be collected from the borings for laboratory testing. The borings will be backfilled with the native soil cuttings.

Task 3 – Laboratory Testing Program

Laboratory testing will be performed to evaluate various engineering properties of the sub-surface materials. Laboratory tests may include:

- In-place moisture and dry density;
- Particle Size analysis;
- Atterberg Limits;
- Expansion Index;
- Maximum Dry Density and Optimum Moisture Content;
- Direct shear testing; and
- Corrosion (pH, resistivity, chlorides, soluble sulfates).

The results of these lab tests will be used in the geotechnical engineering analysis. We have estimated a quantity of tests based on our past experience with similar projects.

Task 4 – Engineering Analysis, Report Preparation & Plan Review

We will interpret and evaluate the field and laboratory data to perform geotechnical engineering analysis. A report will be prepared to present a summary of our findings, conclusions, and recommendations.

BUDGET ESTIMATE

Geotechnical Investigation Report:
City Hall ADA Addition
City of Rolling Hills, California

Task 1 – Site Visit and Dig Alert	$ 940
Task 2 – Field Exploration Program	$ 3,880
Task 3 – Laboratory Testing Program	$ 2,540
Task 4 – Engineering Analysis, Letter Report Preparation & Plan Review Letter	$ 2,335

NOT-TO-EXCEED BUDGET ESTIMATE…….…….$ 9,695

We will provide our services on a time-and-expense basis in accordance with our attached 2022 Schedule of Charges. Our total fees to prepare our geotechnical report would not exceed the above budget estimate unless the scope of our services is increased beyond that described in this proposal. and will not be exceeded without prior authorization.

PLAN PERMITTING

Additional geotechnical services may be needed during the plan permitting process with the City of Rolling Hills. The exact scope of these services is unknown at this time and therefore not included. Potential future plan permitting services may include the following:

1. Preparation of a written response to comments by the City of Rolling Hills following their review of our geotechnical investigation report (as necessary). Additional subsurface investigation (if required) is not included within this scope of work.

2. Review of the site plans (i.e. grading and/or drainage plans, building foundation plans, etc.) to evaluate whether the plans were prepared in conformance with the recommendations provided in our geotechnical investigation report.

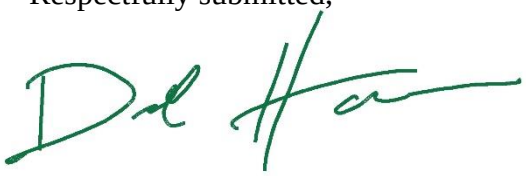
3. Coordination with project engineers to make necessary revisions to the plans so that they conform with the geotechnical report. Review and stamp and sign finalized plans for submittal to the City of Rolling Hills.

Our cost for the services outlined in Items 1 through 3 are dependent on the extent of the City comments, the amount of different plans that would need to be reviewed, and the number of times the project plans are revised and require additional review. The Plan Permitting Services will be provided on a time-and-expense basis in accordance with our attached 2022 Schedule of Charges to be used during the project. **A cost estimate for these plan permitting services can be provided upon request at the completion of the design phase and once the City review comments are received.**

Please do not hesitate to call if there are any questions or if you would like to discuss any aspect of this proposal. Attached is our *General Conditions for Geotechnical Engineering Services*. If you find our scope, budget estimate, and agreement acceptable, please execute this proposal by signing this contract and returning a signed copy to us (complete the signature box on the next page and initial each page of the General Conditions on bottom right).

We thank you for considering the use of our services and we look forward to working with you on your project in Rolling Hills.

Respectfully submitted,



David Hansen, M.Sc., PE, GE 3056
Associate Geotechnical Engineer

(Submitted via e-mail)

Attachments:

GMU 2022 Schedule of Charges
GMU General Conditions for Geotechnical Engineering Services

I accept the scope and budget estimate set forth in this proposal, and the conditions set forth in the attached Agreement:

(Please sign below and initial each page of the General Conditions on bottom right)

Signature of Client or Authorized Agent:

_____ Date: _____ / _____ / _____

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sw/P-22212 City Hall ADA Addition (8-22-22)

GENERAL CONDITIONS FOR ENGINEERING AND GEOLOGICAL SERVICES

1. **Scope of Work**
   Engineer ("GMU Geotechnical, Inc.") shall perform the services outlined in the attached Scope of Work, which may only be amended by Client and Engineer in writing. If Engineer provides Client with a writing confirming the change in scope, it shall become an amendment to this Agreement unless Client objects in writing within five (5) working days after receipt. All work performed by Engineer at the Project is subject to the terms and limitations of this Agreement.

2. **Payments to Engineer**
   2.1 *Lump Sum*
   Portions of the proposal may be on a lump sum basis. All lump sum costs are due in full prior to the initiation of work.
   2.2 *Time and Materials*
   All out-of-scope work performed under this Agreement shall be on a time and materials basis unless otherwise specifically agreed to in writing by both parties.
   2.3 *Late Payment Charge*
   All invoices are due upon receipt. If Client fails to make any payment due to Engineer for services and expenses within thirty (30) days after receipt of Engineer's invoices, the amounts due Engineer shall, thereafter, include a late payment charge at the rate of 1½% per month, or the highest rate permitted by law, from the thirtieth day.

3. **Standard of Performance; Disclaimer of Warranties**
   Engineer shall perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers under similar circumstances at the time the Services are performed. No warranty, express or implied, is included or intended by this Agreement. Client recognizes that neither Engineer nor any of Engineer's subconsultants owe any fiduciary responsibility to Client.

4. **Engineer's Estimate of Construction Costs**
   Client acknowledges that construction and development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Engineer and that Engineer does not warrant or guarantee the accuracy of construction or development cost estimates.

5. **Construction Phase Services**
   If the scope of Engineer's work includes observation and testing during the course of construction, Engineer shall:

   5.1 Make visits to the site at intervals appropriate to the various stages of construction as Client may request, in order to observe the geotechnical conditions encountered by Contractor(s) and the progress and quality of the geotechnical aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, Engineer shall inform Client of the progress of the geotechnical aspects of the work. Client understands that Engineer may not be on site continuously nor shall Engineer observe all of Contractor's work.
   5.2 Engineer shall perform such services as are stated in the Scope of Work. Such services shall be performed in accordance with current engineering standards. Client understands that services performed by Engineer on finished work, or work in progress, are taken intermittently and indicate,

on a statistical basis, the general acceptability of the work. Testing or observation by Engineer of portions of the work of other parties on a project are not a guarantee of the quality of Contractor's work and shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications, and safety requirements.

5.3 Engineer shall not supervise, direct, or have control over Contractor(s)' work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) for the Project, for safety precautions and programs incident to Contractor(s)' work or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing its work.

6. **Client's Responsibilities**

In addition to payment for the Services performed under this Agreement, Client agrees to:

6.1 Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

6.2 Designate a representative who will have authority to receive all notices and information pertaining to this Agreement and who will enunciate Client's policies and decisions and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

6.3 Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Client recognizes that the use of investigative equipment and practice may unavoidably alter conditions or affect the environment at the existing Project Site(s). Engineer will operate with reasonable care to minimize damage to the Project Site(s). The cost of repairing such damage will be borne by Client, and is not included in the Fee unless otherwise stated.

6.4 Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables, and utilities within the property lines of the Project Site(s), and shall be responsible for any damage inadvertently caused by Engineer to any such structure or utility not so designated. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy.

6.5 Supply to Engineer all information and documents in its possession or knowledge which are relevant to the Services herein described. Prior to the commencement of any Services in connection with a specific property, Client shall notify Engineer of any known potential or possible health or safety hazards existing on or near the Project Site, with particular reference to hazardous materials or conditions.

7. **Changed Conditions**

If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Engineer at the commencement of this Agreement, Engineer shall notify client in writing of the newly discovered conditions or circumstances, and Client and Engineer shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Engineer may terminate this agreement and be compensated as set forth in Section 17, "Termination".

8. **Hazardous Materials**

Client understands that Engineer's services under this Agreement are limited to engineering and/or geological services and that Engineer shall have no responsibility to locate, identify, evaluate, treat, or otherwise consider or deal with hazardous materials. Client shall be solely responsible for notifying all appropriate federal, state, municipal, or other governmental agencies, including the potentially affected public, of the existence of any hazardous materials located on or in the project site, or located during the performance of this Agreement. The existence or discovery of hazardous materials shall constitute a Changed Condition under this Agreement.

9. **Certificationss**

Engineer shall not be required to execute any certification with regard to work performed, tested, or observed under this Agreement unless: 1) Engineer believes that sufficient work has been performed by Engineer to provide a sufficient basis to issue the certification, 2) Engineer believes that the work performed, tested, or observed meets the criteria of the certification, and 3) the exact form of such certification has been approved by Engineer, in writing, prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the service performed by Engineer, and does not constitute a warranty or guarantee, either expressed or implied.

10. **Allocation of Risk**

10.1 *Limitation of Liability*

THE TOTAL CUMULATIVE LIABILITY OF ENGINEER, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "ENGINEER" OR "ENGINEER ENTITIES"), TO CLIENT ARISING FROM SERVICES PERFORMED OR TO BE PERFORMED BY ENGINEER FOR THIS PROJECT WHETHER IN CONTRACT, INDEMNITY, CONTRIBUTION, TORT, OR OTHERWISE, AND INCLUDING ATTORNEY'S FEES DUE UNDER THIS AGREEMENT, SHALL NOT EXCEED 100% OF GROSS COMPENSATION RECEIVED BY ENGINEER UNDER THIS AGREEMENT AND PROVIDED, HOWEVER, THAT SUCH LIABILITY SHALL BE FURTHER LIMITED IN THE FOLLOWING RESPECTS:

ENGINEER ENTITIES SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM DAMAGE TO SUBTERRANEAN STRUCTURES OR UTILITIES WHICH ARE NOT CORRECTLY SHOWN ON PLANS FURNISHED BY CLIENT TO ENGINEER DURING THE PERFORMANCE OF AUTHORIZED SERVICES OR WHICH ARE NOT CALLED TO ENGINEER'S ATTENTION BY CLIENT.

10.2 *Indemnification*

10.2.1 *Hazardous Materials*

Client agrees to indemnify and hold harmless the Engineer Entities from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including attorneys' fees, expert fees and costs, which arise from, or which is related to, the existence, disposal, release, discharge, treatment, or transportation of hazardous materials, or the exposure of any person to hazardous materials, or the degradation of the environment due to the presence, discharge, disposal, release of, or exposure to, hazardous material.

10.2.2 *Indemnification Provisions*

If any indemnification provision is imposed upon the Engineer Entities, such provisions shall not create, exceed, exert, or establish any greater rights, obligations, or responsibilities than those presently existing under the laws of negligence of the State of California, and the applicability of such provisions shall be limited to the insurance limits recoverable for such damages and losses. Engineer's obligations for defense and/or indemnity resulting from such a provision or provisions shall be subject to and construed in accordance with California Civil Code Section 2782.8.

10.3 *Third Party Indemnification*

Client agrees to defend, indemnify, and hold Engineer harmless from and against any and all third party claims, demands, causes of action, losses, damages, penalties, judgements, and awards together with Engineer's attorney's fees, expert fees and costs, except for those that are the result of Engineer's sole negligence or willful misconduct. Additionally, and in light of the fact that Engineer's scope of services under this proposal does not include inspection, analysis, or investigation of any kind into the design or construction of existing conditions at the Project, the Client agrees to defend, indemnify, and hold Engineer harmless from and against any and all claims, damages, liabilities, and costs, including all attorney's fees, expert fees and costs of defense, arising out of or in any way related to existing conditions at the project.

10.4 *Continuing Agreement*

Client and Engineer agree that any and all protections, limitations of liability, and indemnification agreements noted herein shall extend to the officers, partners, and employees of Client and Engineer, respectively.

11. **Engineer's Insurance**

Engineer shall obtain, if reasonably available: 1) statutory Workers' Compensation/Employer's Liability coverage; 2) Commercial General Liability; 3) Automobile Liability; and 4) Professional Liability insurance coverage in policy amounts not less than $1,000,000. Engineer agrees to issue certificates of insurance evidencing such policies upon written request.

12. **Ownership and Maintenance of Documents**

Client-provided documents will remain the property of Client. Unless otherwise specified in the Scope of Work, all documents and information obtained or prepared by Engineer in connection with the performance of the Services, including but not limited to Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data, and other similar documents (collectively called "Documents") are the property of Engineer, and Engineer shall, in its sole discretion, have the right to dispose of or retain the Documents. Reuse of Engineer's documents for any purpose other than for this Project requires express written authorization from Engineer. Client agrees to defend, indemnify, and hold Engineer harmless from any and all claims resulting from any unauthorized use of Engineer's Documents.

13. **Relationship of the Parties**

Engineer shall perform Services under this Agreement as an independent contractor, and its employees shall at all times be under its sole discretion and control. Engineer shall select the means, manner, and method of completing Services without detail, control, or direction from Client.

14. **Third Party Reliance Upon Reports**

All Documents are prepared solely for use by Client and shall not be provided to any other person or entity without Engineer's prior written consent, nor shall they be mentioned, communicated, disclosed, or referred to in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material, without the express written authorization of Engineer. Client shall defend, indemnify, and hold harmless Engineer, its officers, shareholders, and employees, including Engineer's attorney's fees, expert fees and costs, from and against any action, claim, or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed, or referred to without Engineer's written consent.

No other party other than Client may rely, and Client shall make no representations to any party that such party may rely, on Documents without Engineer's express written authorization.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Engineer because of this Agreement or the performance or non-performance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

15. **Assignment and Subcontracts**
Neither party shall assign this Agreement, or any part thereof, without the written consent of the other party. Engineer may subcontract for the services of others without obtaining Client's consent where Engineer deems it necessary or desirable to have others perform certain Services.

16. **Suspension and Delays**
Client may, at any time, by ten (10) days written notice, suspend performance of all or any part of the Services by Engineer. Should such suspension continue for a period of sixty (60) days, then Engineer may terminate this Agreement and Client shall pay Engineer as set forth under Section 17, "Termination".

17. **Termination**

17.1 *Termination for Convenience*
Engineer and Client may terminate this Agreement for convenience upon thirty (30) days written notice delivered or mailed to the other party.

17.2 *Termination for Cause*
In the event of material breach of this Agreement, non-breaching party may terminate if upon ten (10) days written notice, personally delivered, mailed, first class mail postage prepaid, or by electronic transmission with proof of receipt to the other party, which termination notice shall state the basis for the termination. The Agreement shall not be terminated for cause if the breaching party cures the breach within the ten (10) day period.

17.3 *Payment on Termination*
In the event of termination, other than caused by a material breach of this Agreement by Engineer, Client shall pay Engineer for the Services performed through the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the project, including but not limited to, the costs of completing analysis, records, and reports necessary to document job status at the time of termination, and costs associated with termination of subcontractor contracts. Such compensation shall be based upon the schedule of fees then currently used by Engineer.

17.4 *Claims Waiver*
Client and Engineer hereby waive all claims against each other for punitive and consequential damages including, but not limited to, loss of use or lost profits.

18. **Disputes**
All disputes between Engineer and Client shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice. The mediation shall be administered by JAMS Orange County in accordance with their most recent construction Mediation Rules, or by such other person or organization as the parties may agree upon.

No action or suit may be commenced unless the mediation did not occur within forty-five (45) days after service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to the forty-five (45) days after service of notice.

19. **Attorney Fees / Venue / Arbitration**
Client and Engineer agree that the laws of the State of California govern the construction and interpretation of this Agreement and any dispute between the parties, including without limitation, disputes arising out of or relating to this Agreement, the professional relationship between the parties, and the professional services rendered by Engineer to Client shall be decided by binding arbitration under the arbitration rules of the JAMS to take place in Orange County, California. The fees for the arbitration and the arbitrator shall be divided equally between the parties subject to adjustment by the arbitrator. The arbitrator shall set forth his or her findings in writing and served upon the parties. The arbitration award may be enforced by the Orange County Superior Court. In the event enforcement proceedings and/or legal action arises relating to this Agreement, the interpretation thereof, or the failure of any party to perform the terms of Agreement, the prevailing party in the arbitration as well as in such action shall be, in addition to damages, injunctive relief or any other relief, entitled to reasonable attorneys' fees and costs incurred in such an action. The parties waive their rights to a trial by jury.

20. **Integration and Severability**
These General Conditions and any attached proposal(s) reflect the entire Agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is found to be void or voidable, such portion shall be deemed stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.

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End of General Conditions

2022 SCHEDULE OF CHARGES

PROFESSIONAL SERVICES

Document Preparation and Project Services	$ 105.00/hour
CAD/GIS Design Engineer	$ 120.00/hour
Staff Engineer or Geologist	$ 165.00/hour
Senior Staff Engineer or Geologist	$ 180.00/hour
Project Engineer or Geologist	$ 200.00/hour
Senior Engineer or Geologist	$ 235.00/hour
Associate Engineer or Geologist	$ 255.00/hour
Principal/Director	$ 280.00/hour

FIELD INSPECTION & TESTING SERVICES

Staff Engineering Technician — $ 105.00/hour*

- Services provided under direct supervision of a Senior Engineering Technician

Senior Engineering Technician — $ 122.00/hour*

- Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.
- Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.

Registered Special Inspector (*No 4-hour minimum*) — $ 122.00/hour*

- Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.
- Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing

Instrumentation Engineer — $ 165.00/hour

- Slope inclinometer and Piezometer monitoring
- Manometer for floor-level surveys
- Stormwater turbidity & pH meter
- Groundwater monitoring - pressure transducer, datalogger, water chemistry meter, etc.
- Pipeline video camera for drains, wells, etc.

Engineering Seismological Technician (includes 3-channel seismograph) — $ 165.00/hour

- Blast vibration monitoring
- Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)

***Notes:**

(1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
(2) No 4-hour minimum charges apply.
(3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
(4) Prevailing Wage projects, additional hourly surcharge for Field Personnel per CA Labor Code §1720, et seq. — Add $ 29.00/hour

LABORATORY TESTING SERVICES

Laboratory Testing — $ 130.00/hour

(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)

OTHER CHARGES

Outside Services	Cost + 15%
Reimbursables & Reprographics	Cost

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

August 10, 2022
Proposal No. 04-03763

Ms. Elaine Jeng
City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

Subject: Proposal for Geotechnical Evaluation
Proposed Additions and Improvements
Rolling Hills City Hall
Rolling Hills, California

Dear Ms. Jeng:

In accordance with your request, we have prepared this proposal to perform a geotechnical evaluation for the design and construction of the Proposed Additions and Improvements project at the Rolling Hills City Hall in Rolling Hills, California. We have prepared this proposal based on discussions with Mr. Alan Palermo, a review of preliminary plans, as well as review of readily available geological literature in the vicinity of the subject site. The purpose of our geotechnical services will be to evaluate the soil and geologic conditions at the site in order to develop geotechnical recommendations for the design and construction of the project.

We understand the proposed improvements will include additions to the front of the existing City Hall building that will include space for new restrooms, new lobby space, and bring the building into ADA compliance.

Based on our preliminary review, the site is underlain by fill and the Miocene-age Altamira Shale member of the Monterey Formation. The Altamira Shale typically consists of moderately hard shale and siltstone with porcelaneous and cherty interbeds. The site is not located within a mapped Earthquake Fault Zone and is not mapped as being located within a State of California Liquefaction Hazard Zone.

SCOPE OF SERVICES

Based on our understanding of the project, our scope of services will consist of a geotechnical evaluation of the site and will include the following:

- Project coordination, planning, and scheduling for subsurface exploration.

- Review of readily available background materials, including published geologic and seismic hazards maps, published literature, in-house information, stereoscopic aerial photographs, and reports and/or plans provided by the client.

- Acquiring a boring permit from the County of Los Angeles, Department of Environmental Health.

- Site reconnaissance to evaluate the surface conditions at the site and to locate the proposed borings for coordination with Underground Services Alert (USA) for underground utility location.

- Perform subsurface exploration consisting of drilling, logging, and sampling of two (2) small-diameter borings with a limited access drill rig. The borings will be advanced to depths of up to approximately 10 to 20 feet below existing grades or to refusal, whichever is shallower. The borings will be used to evaluate the subsurface conditions and to collect samples for laboratory testing. Relatively undisturbed and bulk samples will be obtained at selected intervals from the borings and transported to our geotechnical laboratory for testing. Borings deeper than 10 feet will be backfilled with a bentonite cement grout in accordance with the boring permit. We have assumed excess soil cuttings may be spread in suitable areas of the site.

- Laboratory testing of representative samples to evaluate in-situ moisture and density, gradation, Atterberg limits, direct shear strength, and corrosivity, as appropriate.

- Data compilation and geotechnical analysis of the field and laboratory data, including analyses to evaluate and provide recommendations pertaining to the following:

    - Suitability of the site for the proposed construction from a geotechnical standpoint.

    - Description of the geology and on-site soils anticipated at the site, including an evaluation of the geologic hazards, as encountered in the borings.

    - Excavation and compaction recommendations.

    - Evaluation of foundation bearing capacities and discussion and recommendations for the proposed improvements.

    - Evaluation of the corrosion potential of the site soils and the appropriate type of concrete to be utilized during construction.

- Preparation of a geotechnical report for the project. A boring location map, boring logs, and laboratory test results will be included in the report. The report will be signed and stamped by a California-registered Geotechnical Engineer (GE) and Engineering Geologist (CEG).

ASSUMPTIONS

The following assumptions have been made in the preparation of our scope of services:

- Site access will be granted and limited access drilling equipment will be able to mobilize to the proposed drilling locations during normal working hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.
- The proposed project is subject to prevailing wage rates for our drilling subcontractor.
- Our firm will contact USA Dig Alert prior to performing our subsurface evaluation. Ninyo & Moore will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on the plans.

- We have assumed excess drill cuttings may be spread in suitable areas of the site. If it is required that the soil cuttings be stored in drums, characterized, and disposed of off-site, additional testing and disposal fees will be required.
- Our field exploration does not include any sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks. These services can be provided, if requested, as an additional scope of work.

SCHEDULE

Following receipt of the Notice to Proceed, Ninyo & Moore will commence the services described herein. Assuming that there are no delays due to weather or permitting, we anticipate that our field work will be completed within approximately two weeks after receiving the notice to proceed and will take one work day. Our laboratory testing will be completed approximately two weeks after completion of the field evaluation, and our report will be issued approximately two weeks after completion of the laboratory testing. Preliminary design parameters can be provided upon completion of the laboratory testing upon request.

FEE

The fee for our evaluation services described above will be accrued in accordance with the attached Schedule of Fees. A detailed breakdown of our fee and hours is presented in the attached Table 1.

Ninyo & Moore appreciates the opportunity to provide our services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Ronald D. Hallum, PG, CEG
Principal Geologist

RDH/mlc

Attachments: Table 1 – Breakdown of Fee
Schedule of Fees

Table 1 - Breakdown of Fee							
Project Coordination and Background Review							
Senior Engineer/Geologist/Environmental Scientist	2	hours	@	$	190.00	/hour	$ 380.00
Senior Staff Engineer/Geologist/Environmental Scientist	3	hours	@	$	150.00	/hour	$ 450.00
				Subtotal			**$ 830.00**
Permit Acquisition							
Senior Staff Engineer/Geologist/Environmental Scientist	1	hour	@	$	150.00	/hour	$ 150.00
Permit Fees (Groundwater)			Lump Sum				$ 150.00
				Subtotal			**$ 300.00**
Site Reconnaissance and Markout for Utility Clearance							
Senior Staff Engineer/Geologist/Environmental Scientist	3	hours	@	$	150.00	/hour	$ 450.00
Field Vehicle and Equipment Usage	3	hours	@	$	15.00	/hour	$ 45.00
				Subtotal			**$ 495.00**
Subsurface Evaluation (Assumes 2 borings up to approximately 20 feet deep)							
Senior Staff Engineer/Geologist/Environmental Scientist	8	hours	@	$	150.00	/hour	$ 1,200.00
HSA Truck Drill Rig (Subcontractor) - Prevailing Wage	4	hours	@	$	465.00	/hour	$ 1,860.00
Drill Rig Support Vehicle	0.5	day	@	$	575.00	/day	$ 287.50
Drill Rig Mobilization/Demobilization (Prevailing Wage)	1	hour	@	$	465.00	/hour	$ 465.00
Grout Backfill	15	feet	@	$	12.00	/foot	$ 180.00
Field Vehicle and Equipment Usage	8	hours	@	$	15.00	/hour	$ 120.00
				Subtotal			**$ 4,112.50**
Laboratory Analyses							
Tests to include moisture and dry density, sieve analysis, Atterberg limits, shear strength, and corrosivity, as appropriate.							$ 1,000.00
				Subtotal			**$ 1,000.00**
Data Compilation and Analysis							
Principal Engineer/Geologist/Environmental Scientist	2	hours	@	$	195.00	/hour	$ 390.00
Project Engineer/Geologist/Environmental Scientist	8	hours	@	$	175.00	/hour	$ 1,400.00
Senior Staff Engineer/Geologist/Environmental Scientist	10	hours	@	$	150.00	/hour	$ 1,500.00
				Subtotal			**$ 3,290.00**
Report Preparation							
Principal Engineer/Geologist/Environmental Scientist	2	hours	@	$	195.00	/hour	$ 390.00
Senior Engineer/Geologist/Environmental Scientist	4	hours	@	$	190.00	/hour	$ 760.00
Senior Staff Engineer/Geologist/Environmental Scientist	8	hours	@	$	150.00	/hour	$ 1,200.00
Technical Illustrator/CAD Operator	3	hours	@	$	103.00	/hour	$ 309.00
Data Processor	3	hours	@	$	75.00	/hour	$ 225.00
				Subtotal			**$ 2,884.00**
TOTAL FEE							**$ 12,911.50**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 195
Senior Engineer/Geologist/Environmental Scientist	$ 190
Senior Project Engineer/Geologist/Environmental Scientist	$ 185
Project Engineer/Geologist/Environmental Scientist	$ 175
Senior Staff Engineer/Geologist/Environmental Scientist	$ 150
Staff Engineer/Geologist/Environmental Scientist	$ 145
GIS Analyst	$ 125
Technical Illustrator/CAD Operator	$ 103

Field Staff

Certified Asbestos/Lead Technician	$ 185
Field Operations Manager	$ 125
Nondestructive Examination Technician (UT, MT, LP)	$ 119
Supervisory Technician	$ 115
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 109
Senior Technician	$ 108
Technician	$ 103

Administrative Staff

Information Specialist	$ 85
Geotechnical/Environmental/Laboratory Assistant	$ 80
Data Processor	$ 75

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 12/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 220
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 225
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.A
Mtg. Date: 09/12/2022

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: **DISCUSS COYOTE CONTROL MEASURES (BLACK)**

DATE: **September 12, 2022**

BACKGROUND:
On May 1, 2022, an agreement between Los Angeles County and the City of Rolling Hills was made for pest control services from July 1, 2022 to June 30, 2023.

DISCUSSION:
This item is on the agenda at the direction of Council to discuss coyote management.

Recently, staff has been contacted by members of the public concerned with the proliferation of coyotes in the community. At the August 22, 2022 Council meeting, homeowner Shirley Langer expressed concerns about coyote management along Possum Ridge Road. Concerns included dogs getting chased or harassed and pets being killed by coyotes.

Conversely, the City has also been contacted by homeowner Leslie Stetson who is in support of coyotes and other wildlife in the community. Ms. Stetson has questioned the City's need for coyote management and the contract with Los Angeles County for a trapper.

FISCAL IMPACT:
The current agreement with Los Angeles County is for an amount not to exceed $25,000 paid under the General Fund.

RECOMMENDATION:
Discuss the matter and provide direction to staff.

ATTACHMENTS:
2022.05.01_Animal Care and Control Agreement779.pdf

No. 779

AGREEMENT

PEST CONTROL

This agreement, dated May 01, 2022, is made by and between the COUNTY OF LOS ANGELES, ("County") and City of Rolling Hills ("City").

RECITALS:

Whereas, the County is authorized by the Los Angeles County Board of Supervisors and by Section 5405 of the Food and Agricultural Code and Section 25842 of the Government Code, to provide varied pest control services; and,

Whereas, the City is desirous of contracting with the County for the performance of pest control services, acting through its Agricultural Commissioner/Director of Weights and Measures; and,

Whereas, the County is agreeable to rendering such pest control services on the terms and conditions set forth below.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. County Obligations.

(a) The County, through the Agricultural Commissioner/Director of Weights and Measures, agrees to provide pest control services in accordance with the provisions of Section 25842 of the Government code, and Section 5405 of the Food and Agricultural Code.

(b) Such services shall encompass the pest control duties including control and destruction of pests of the type coming within the jurisdiction of and customarily rendered by the Agricultural Commissioner/Weights and Measures Department of the County of Los Angeles under the Charter of said County and the Statutes of the State of California.

(c) The level of service shall be that same basic level of pest control service that is and shall be hereinafter during the term of this agreement provided for unincorporated areas of the County of Los Angeles by said Agricultural Commissioner/Director of Weights and Measures.

(d) The rendition of such services, the standard of performance, and other matters incidental to the performance of such services, and the control of personnel, so employed shall remain in the County.

(e) For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.

(f) The County hereby agrees to engage in the control and destruction of:

X Rodents X Others (Coyote)

X Weeds

SECTION 2. Owner Obligations.

(a) To facilitate the performance of such functions, it is hereby agreed that the County shall have full cooperation and assistance from the City council and other City officers, agents, and employees.

(b) All persons employed in the performance of such services and functions for said City shall be County employees as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service, or any status or right.

(c) For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said City while performing services for said City, which services are within the scope of this agreement and are purely municipal functions.

(d) City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for said County, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

(e) In consideration of said services, City agrees to pay the County for actual costs for services, labor, and materials in the performance of the work in accordance with the rates and provisions listed in Exhibit A of this agreement.

(f) City consents to the County's use, upon lands owned, leased, or otherwise controlled by City, to the use of pesticides and devices listed in Exhibit A, to control the pest listed in Section 1 (f), of this agreement.

(g) City has been informed of the methods and the manner in which the control materials will be used and of the hazards and dangers involved to persons, domestic animals, and vegetation in treated area.

SECTION 3. Assumption of Liability Agreement.

The assumption of liability agreement executed by the parties of this agreement and approved by the Board of Supervisors on December 27, 1977, currently in effect is hereby made a part of and incorporated into this agreement as if set out in full herein unless said Assumption of Liability agreement is expressly superseded by subsequent agreement hereafter entered into between the parties hereto.

SECTION 4. Subject Property.

The address of the property or premise where said pest control services shall be provided as described in Exhibit B of this agreement.

SECTION 5. Termination

(a) Unless sooner terminated as provided for herein, this agreement shall be effective July 01, 2022 and shall extend to June 30, 2023.

(b) Either party may terminate this agreement upon ten (10) days written notice to the other party.

City of Rolling Hills

SIGNED:

Print Name: Elaine Jeng

DATE: May 24, 2022

Billing Address:

2 Portuguese Bend Rd., Rolling Hills, CA 90274

Phone No.

(310) 377-1521

05.26.22

Kurt E. Floren

Agricultural Commissioner

Director of Weights and Measures

12300 Lower Azusa Road

Arcadia, CA 91006

(626) 575-5462

Exhibit A

WORK TO BE DONE AS REQUESTED.

TOTAL NOT TO EXCEED $25,000.00

PAYMENT TO BE RECEIVED UPON MONTHLY BILLING.

ONLY THOSE MATERIALS APPLICABLE TO THIS AGREEMENT WILL BE UTILIZED.

*THERE IS NO CHARGE FOR TRAPS OR BAIT STATIONS UNLESS THEY ARE DAMAGED OR STOLEN.

THESE RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Labor:

Agric/Wts & Meas Inspector III	$146.78 HR
Agricultural Chemical Sprayer	$124.22 HR
Pest Control Worker	$94.13 HR
Warehouse Worker I	$90.84 HR
Weed Haz & Pest Abatement Worker	$74.48 HR

Materials:

Bullseye Ind. Dye	$0.41 oz
Dimension Ultra	$12.90 pkt
Foam Fighter	$0.21 oz
Fusilade II	$1.49 oz
Gallery 75DF	$8.10 oz
Gallery SC	$4.83 oz
Garlon 3A	$86.46 gal
Garlon 4	$90.33 gal
Habitat Herbicide	$0.62 oz
Landmark	$7.14 oz
Manage Turf Herbicide	$2.36 scp
Milestone VM	$2.40 oz
Milestone VM Plus	$37.66 gal
No Foam A	$13.29 gal
Oust	$4.01 oz
Pathfinder II	$54.66 gal
Portfolio 4FCA	$737.50 gal
Pro Spreader Activator	$15.31 gal

Telar XP	$16.92	oz
Transline	$2.70	oz
Box Trap	$8.08	ea
Diphacinone Rodent bait (.005%)	$1.27	lb
Diphacinone Rodent bait (.01%)	$1.40	lb
Fumitoxin Tablet	$0.08	ea
Gas Cartridge	$2.87	ea
Maki Block	$4.07	lb
Omega Gopher Grain Bait .5% Strychnine	$0.48	oz
PCQ Pro Rodent Bait	$0.31	oz
Talpirid	$2.10	ea
Weevil-Cide Tablets	$0.04	ea
Advion Fire Ant Bait	$24.11	lb
Astro Insecticide	$0.86	oz
Bee Catcher Trap-Bee Master	$6.82	ea
Corn Scratch	$0.29	lb
Extinguish Plus	$12.48	lb
M-Pede (insecticide)	$0.17	oz
Merit 75 WSP (pkt)	$19.02	pkt
Siesta Fire Ant Bait	$1.04	oz
Termidor	$1.04	oz

Vehicles:

Spray Rig Vehicle-IV	$64.23	hr

EXHIBIT B

AREAS TO BE TREATED:

Various areas as requested by the Rolling Hills City.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 09/12/2022

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: **DISCUSSION REQUEST BY THE WOMEN'S CLUB BEAUTIFICATION COMMITTEE FOR NEW FENCING ALONG ON PORTUGUESE BEND ROAD, ADJACENT TO CITY HALL CAMPUS (BLACK)**

DATE: **September 12, 2022**

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

DISCUSSION:
None.

FISCAL IMPACT:
Fiscal impact is unknown at this time.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:
CL_AGN_220912_CC_WomensClub_Letter.pdf
CL_AGN_220912_CC_WomensClub_Fencing_PublicComment01.pdf

City Council Meeting August 22, 2022

On behalf of the Women's club thank you for allowing us to speak tonight.

People always remember a compliment, Dr. Black you wrote a complimentary note about a year ago to my son Ken Martin acknowledging his nice new garden at 7 Portuguese Bend Rd. I know you do notice an attractive landscape, and how important healthy landscapes are to our property values.

That said, the Women's club is here tonight to bring to your attention the bridal trail fences at the entrance to Rolling Hills on Portuguese Bend Rd. right outside the City Hall. I have pictures of the sad state of disrepair. This is unsightly, and an embarrassment, the fences are falling down.

Our committee has discussed the issue of vinyl fencing with Caballeros and decided the Vinyl will last for 20 or more years without much upkeep. We therefore recommend vinyl for this replacement over the wood rail fence that has so much upkeep. G & G fencing can start the work in two weeks. His estimate is 13,600. For the horse trail area only. His estimate is included.

In order for the entire entry to be brought up to a healthy vibrant look, the roses and Star Jasmine also need to be refurbished as well as the drip irrigation replaced or repaired. We need for our issues to take precedence over the landscaping plans that the Association and City are working on with the Seniors.

REQUEST the City Council of Rolling Hills put the issue of a prompt replacement of the fencing on the bridal trail at the main gate

entrance on the Agenda for the next Board meeting. The fences need to be replaced by Thanksgiving. Our entrance into the city needs to reflect who we are and this very sad situation has to be resolved asap.

Thank you,
Judy Martin, Beth Howell
Beautification Chairs
Rolling Hills Women's Club

GNG
VINYL FENCING
PATIO COVERS

2424 N. San Fernando Road, LA, CA 90065
Tel: 323 276-1112 • Fax: 323 276-1114
1-877-31-VINYL
License: #884502
www.GnGvinyl.com
email: Reception@gngvinyl.com

APPROX. START DATE _____ INVOICE # _____

PROJECT DESIGNER NAME Artur Zakarian

DESIGNER PHONE# 626-429-4000

CONTRACT DATE 8-22-22 APPOINTMENT DATE 8-22-22

FENCE P/C STYLE Ranch Rail APPROX. FOOTAGE 506'

HEIGHT 4' COLOR White

POSTS 5x5 CAPS Pyramid

SPECIAL NOTES: #

Name Judy Martin

Address 2 Portuguese Bend Rd
Rolling Hills, CA 90274

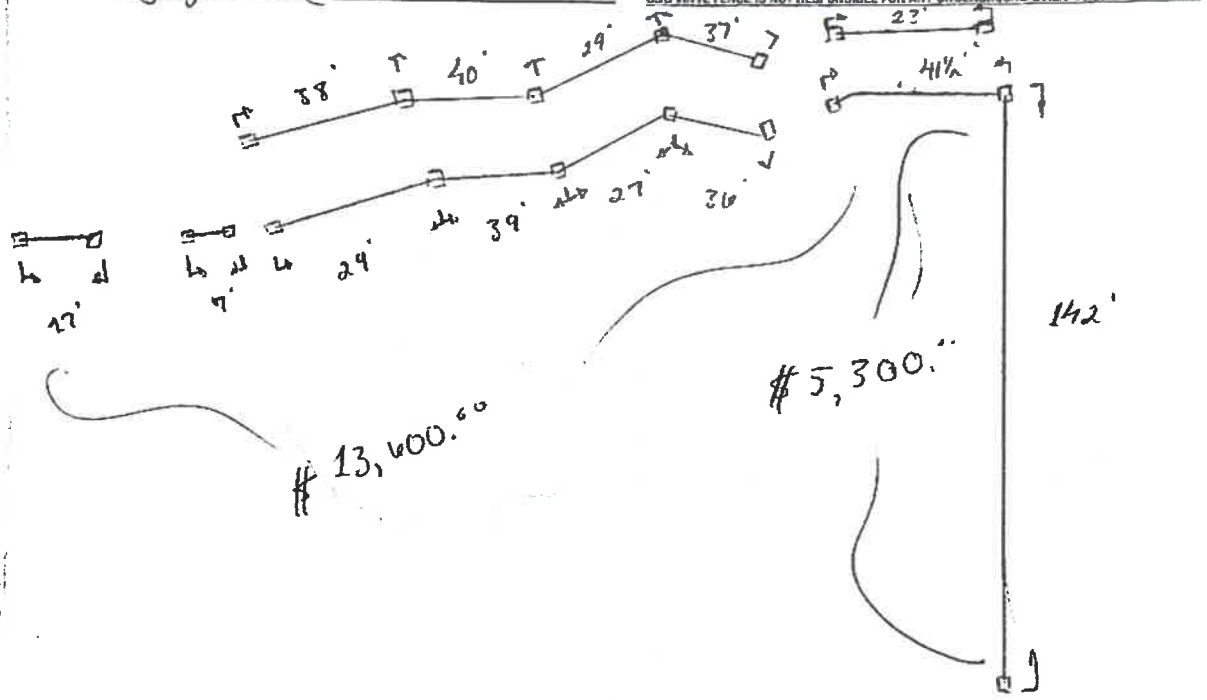
Phone # 6216-221-4821

Alt. Phone # _____

E-mail judyhmartin@hotmail.com

CUSTOMER IS RESPONSIBLE FOR:
1. Correct marking of property lines.
2. Obtaining building permits.
3. Securing own Will Call load.
4. 10% Deposit and 40% Pre-Paid Material, at the time of order. Balance 50% upon Completion.

G&G VINYL FENCE IS NOT RESPONSIBLE FOR ANY UNDERGROUND UTILITIES OF/OR FACILITIES



☑ As ground slopes, fence will follow overall contours of grade.
(Customer to fill in low points as needed)

☐ As ground slopes, fence will maintain level plane with high point.
(Customer to fill in low points as needed)

☐ As ground slopes, fence will be stepped to accommodate elevation change.
(Customer to fill in low points as needed)

ALL PAYMENTS PAYABLE TO: GNG VINYL FENCING

TOTAL PRICE	DEPOSIT	BALANCE DUE ON COMPLETION
BALANCE	CHANGES	

MATERIAL inc TAX inc

LABOR inc TOTAL $18,900.00

BUYERS AGREE:
A. I/We agree to pay all attorneys fees, court costs, filing fees, including charges or commissions, all fees that may be assessed to us by any collection agency retained to pursue this matter. I/We do further agree to pay interest at the rate of one and a half percent per month (eighteen percent per year). Accounts over 60 days past due subject to a lien.
B. Any and all changes to this agreement must be executed in writing and approved by both parties. Any such changes that involve extra costs will become an extra charge over and above the amount herein stipulated.
C. To secure payment of balance set out above BUYER(S) hereby grant(s) to SELLER a security interest in each item above described. Upon default of payment of said balance when due, SELLER shall have all rights and remedies of a secured party under the Uniform Commercial Codes Act from time to time in effect in the State of California.
D. All returned checks will be charged a $35.00 handling fee.
E. I agree to pay a 20% restocking fee on raw material and 40% restocking fee on fabricated material.
F. G n G Vinyl Fencing will not be responsible for mowing or repairing sprinkler systems. Obstructions such as large rocks, old fences and cement, tree stumps will be removed at owner's expense.
G. Excavation over and above standard install will be an extra charge.
H. To all credit card terms and applicable fees.
I. G n G Vinyl Fencing Provides Five year workmanship warranty on all projects.

By signing below, You acknowledge the Terms and condition located on the back
ACCEPTED AS OF THE DATE HERE OF

Customer Signature _____ / / Date 8 22 22

GNG Vinyl Fencing

Artur Zakarian <artur@gngvinyl.com>
Mon 8/22/2022 6:20 PM
To: judyhmartin@hotmail.com <judyhmartin@hotmail.com>



From: Judy Martin
To: Christian Horvath
Cc: Beth Howell
Subject: Fw: Main Gate Fencing
Date: Wednesday, September 7, 2022 7:30:43 AM

Christian,
Will you please send this to all the City Council members in the blue sheet, from the Women's Club. We need for them to have this information before the Sep. 12th meeting.
Thank you, Judy Martin

All City Council members,

This note from Leslie Stetson, President of Caballeros is helpful regarding our need for a new vinyl fence. Country Estate Fence Co. will be working in Rolling Hills in November. I hope you will act quickly in order to have a new vinyl fence by Thanksgiving.
This is Leslie's response to me regarding the fence:

I am up to speed on the fence issue as Arty called me last week and I spoke with Nancy briefly. I then took a good look on my way into our Cab BOD meeting and yes it needs replacing. I would recommend the product we have chosen for redoing Caballeros Arena, since it has worn well, has been improved with a longer warranty and we like the company's quality installation. It will also be maintenance free and since it is a pathway it gets limited use and is not like horse corral wear and tear. I am sure they would be happy to quote you and yours is a fairly simple job. The company is Country Estate Fence Co. in Corona 1.800.266.0999 and they will be here first of November to do the ring so you might be able to get them here that first week?

All the best,
L

Leslie Stetson
Realtor, CalBRE #01415902
Cell 310.936.1283 | Direct 310.265.2177
Leslie@bhhscp.com
"Happy Trails"

Berkshire Hathaway HomeServices
California Properties
600 Deep Valley Drive
Rolling Hills Estates, CA 90274